



Stacy L. Toledo
stoledo@parkercovert.com

Sacramento

April 15, 2020

TUSTIN
17862 East Seventeenth Street
Suite 204 • East Building
Tustin, CA 92780-2164

(714) 573-0900 Tel
(714) 573-0998 Fax

SACRAMENTO
2520 Venture Oaks Way
Suite 190
Sacramento, CA 95833-4228

(916) 245-8677 Tel
(916) 333-1115 Fax

www.parkercovert.com

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Ref Our File No.:
RVRDELUSD 101

VIA E-MAIL AND U.S. MAIL

Federal Communications Commission
Los Angeles Regional Office
11331 183rd Street, PMB #365
Cerritos, CA 90703
E-mail: Field@FCC.gov
Attn: Lark Hadley, Regional Director

Re: In the Matter of
River Delta Unified School District
Licensee of Station KRVH
Facility ID: 56557
File No.: EB-FIELDWR-18-00027895

Dear Regional Director Hadley:

On behalf of the River Delta Unified School District (“RDUSD” or the “District”), our office previously sent the FCC a letter dated March 31, 2020 (Attachment A), in response to a Notice of Violation from the FCC, released on March 2, 2020 (the “Notice”) (Attachment B), in connection with the above-referenced matter. The purpose of this letter is to provide updates to the March 31 letter, as stated in that earlier letter.

Since the preparation of the March 31 letter, RDUSD has continued to make progress on addressing the non-compliance issues raised in the Notice relating to KRVH, as described below. Further, the District has conferred with staff and reviewed its files to identify information to supplement the March 31 letter in this matter.

KRVH is a radio station licensed to RDUSD and broadcasts out of Rio Vista High School. It is a student-run radio station operated primarily for educational purposes to serve high school age students as a part of their curriculum. The radio station does not run any advertising.

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Updates to Non-Compliance Issues Raised in the Notice

Since the March 31 letter, RDUSD has engaged in discussions with Mike DaSilva Engineering affiliated with West Coast Broadcasting Service to assist RDUSD with its efforts to comply with FCC rules and regulations. Mr. DaSilva has already assisted RDUSD with addressing and correcting two of the items raised in the Notice, as set forth below.

1. 47 CFR § 11.52(d)(1): EAS Code and Attention Signal Monitoring Requirements

The Notice provided that during a visit by the FCC on November 30, 2018, agents observed that, for purposes of EAS messages and monitoring, KRVH was monitoring the incorrect stations. According to the State of California Emergency Alert System Plan, KRVH was assigned to monitor KCBS 740 kHz and KFRC 106.9 MHz. It is our understanding that at the time of the FCC visit, KRVH's EAS receiver was set to KCBS 740, KQED 885 and the National Weather Service. Following the FCC visit, RDUSD printed out the FCC EAS Local Area Plan for the San Francisco Bay Area.

More recently, Mr. DaSilva assisted RDUSD to determine what additional steps it must take for compliance with FCC rules and regulations. With Mr. DaSilva's assistance, the District has determined that it must purchase a computer to properly implement EAS code and attention signal monitoring. RDUSD is in the process of acquiring a computer of this purpose. Further, with Mr. DaSilva's assistance, RDUSD has determined that the EAS firmware will require an update to Rev. 95-00, released on November 4, 2019. It is the District's understanding that EAS participants are required to receive FEMA IPAWS CAP messages, in accordance with 47 CFR § 11.52(d)(2), and to be able to verify the digital signature on alerts, in accordance with 47 CFR § 11.56(c)(3). RDUSD further understands that the Rev. 95-00 update is necessary in order to continue to be able to acquire and verify IPAWS CAP alerts. The District estimates the cost for this upgrade is approximately \$400. This upgrade is anticipated to be completed by June 30, 2020 or sooner if the District is able to receive the necessary equipment without any delay due to the COVID-19 pandemic.

2. 47 CFR § 73.1201(b)(1): Station Identification

The Notice provided that during a visit by the FCC on November 30, 2018, agents observed that the station identification did not specifically state the community of license. The prior Chief Engineer of KRVH identified in the March 31 letter, Jeff Brown, had assured RDUSD that he had taken steps to ensure proper station identification. It was not until receipt of the Notice and RDUSD's consultation with Mr. DaSilva that it learned that the station identification matter had not been corrected.

Since the March 31 letter, the legal station identification has been entered into the automation system and is scheduled to play at the top of the hour each day.

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3. 47 CFR § 73.1870(a) and (b)(3): Chief Operators

The Notice provided that during a visit by the FCC on November 30, 2018, agents observed that KRVH had not designated a chief operator and there was no letter posted with the station files designating the chief operator.

As stated in the March 31 letter, Julie Griffin, a certified teacher in RDUSD, was hired as the Chief Operator of KRVH for the 2019-2020 school year. Since the March 31 letter, the District and Ms. Griffin have agreed that she will continue to serve as the Chief Operator of KRVH for the 2020-2021 school year.

Further, since the March 31 letter, the District has designated Vicky Turk, principal of Rio Vista High School, as the alternate Chief Operator. Additionally, Greg Mitchell, a volunteer, has been designated as the Station Manager.

A letter dated April 1, 2020 designating Ms. Griffin as Chief Operator, Ms. Turk as alternate Chief Operator, and Mr. Mitchell as Station Manager is posted prominently in the offices of KRVH and has been uploaded to the public inspection file.

4. 47 CFR § 73.1690(c)(1): Modification of Transmission Systems

According to the Notice, KRVH's station license specifies the antenna type as an omnidirectional (Non-Directional) Jampro JLCP-2. However, according to the Notice, the installed antenna does not meet the same description as specified by Jampro literature for the JLCP-2 antenna. As a result, RDUSD was required to notify the FCC of this antenna change within 10 days of commencing program test operations, according to the Notice.

RDUSD anticipates that Mr. DaSilva will be researching this issue for the District and assisting with any corrections, as necessary. To date, RDUSD has determined that a roof inspection will be necessary in order to determine if additional equipment will be needed or if the antennas are missing or damaged. According to Mr. DaSilva, as listed on the license, "Transmission System – A JLCP-2 antenna" matches the single bay located west. Further Mr. DaSilva informed RDUSD that FCC Form 302 has been downloaded and technical information has been added. Lastly, Mr. DaSilva recommended to RDUSD that Form 302 be reviewed by KRVH's legal counsel. RDUSD will forward this form to the appropriate legal counsel for review.

Conclusion

As stated in the March 31 letter, the ongoing operation of and broadcasting by KRVH is important to RDUSD. KRVH provides a unique and important educational opportunity to students of RDUSD as well as a source of news and entertainment to the local community. To provide educational opportunities to high school students as part of RDUSD's curriculum, as well as to

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ensure that KRVH can continue broadcasting to the community, RDUSD is committed to ensuring that the operation of and broadcasting by KRVH are in compliance with FCC rules and regulations. In this regard, RDUSD is engaged in discussions with Mr. DaSilva for consultant services related to KRVH and FCC compliance, as described herein. Further, Mr. DaSilva has already assisted RDUSD in correcting some of the non-compliance issues as described above.

It is RDUSD's goal that the information contained in this letter, along with information contained in the March 31 letter, is responsive to the issues raised in the Notice. Further, RDUSD desires to ensure that the matters discussed in the Notice are resolved to the satisfaction of the FCC. In this regard, please feel free to contact Addison Covert of this office (acovert@parkercovert.com) or me (stoledo@parkercovert.com) as necessary, and we will continue to coordinate with RDUSD to provide any additional information the FCC seeks in order to resolve these matters.

Very truly yours,



Stacy L. Toledo

Enclosures


cc: Elizabeth Keema-Aston [River Delta Unified School District]
Addison Covert [Parker & Covert]

DECLARATION OF ELIZABETH KEEMA-ASTON

I, Elizabeth Keema-Aston, declare as follows:

1. I am an individual and Chief Business Officer of the River Delta Unified School District. I make this declaration in connection with File No.: EB-FIELDWR-18-00027895. The facts set forth herein are true of my own personal knowledge.

2. I declare under penalty of perjury that the foregoing is true and correct, and that this declaration is executed on April 15, 2020, at Rio Vista California.



Elizabeth Keema-Aston
Chief Business Officer
River Delta Unified School District

**ATTACHMENT A
LETTER TO FCC
MARCH 31, 2020**

[see attached]



Stacy L. Toledo
stoledo@parkercovert.com

Sacramento

March 31, 2020

TUSTIN
17862 East Seventeenth Street
Suite 204 • East Building
Tustin, CA 92780-2164

(714) 573-0900 Tel
(714) 573-0998 Fax

SACRAMENTO
2520 Venture Oaks Way
Suite 190
Sacramento, CA 95833-4228

(916) 245-8677 Tel
(916) 333-1115 Fax

www.parkercovert.com

* A Professional Corporation

Ref Our File No.:
RVRDELUSD 101

VIA E-MAIL AND U.S. MAIL

Federal Communications Commission
Los Angeles Regional Office
11331 183rd Street, PMB #365
Cerritos, CA 90703
E-mail: Field@FCC.gov
Attn: Lark Hadley, Regional Director

Re: In the Matter of
River Delta Unified School District
Licensee of Station KRVH
Facility ID: 56557
File No.: EB-FIELDWR-18-00027895

Dear Regional Director Hadley:

Our office represents the River Delta Unified School District (“RDUSD” or the “District”) in connection with the above-referenced matter. The District shared with our office a Notice of Violation from the FCC, released on March 2, 2020 (the “Notice”). (Attachment A.)

KRVH is radio station licensed to RDUSD and broadcasts out of Rio Vista High School. It is a student-run radio station operated primarily for educational purposes to serve high school age students as a part of their curriculum. The radio station does not run any advertising.

Notice of Violation

Section 3 of the Notice provides that RDUSD must submit a written statement in response to the Notice within twenty (20) days of the release of the Notice. Following guidance from the Sacramento County Office of Education on Friday, March 13, 2020, RDUSD closed its schools in response to the outbreak of COVID-19 and to protect the health and safety of its students and staff. As a result, on behalf of RDUSD, we requested from the FCC an extension of time to respond to the Notice because RDUSD staff have been occupied with managing the school closures made

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necessary by the recent COVID-19 outbreak and determining how to provide services to students under such circumstances. On March 17, 2020, you granted RDUSD an extension to respond until March 31, 2020. (Attachment B.) RDUSD and our office appreciates your granting of an extension and your understanding during this challenging time. As of Friday, March 27, 2020, Sacramento County Office of Education extended all school closures until May 1, 2020.

It is our understanding that on November 30, 2018 agents from the FCC's Enforcement Bureau, San Francisco Office, visited RDUSD's radio station KRVH. The Notice provides that the FCC agents observed four incidents of non-compliance during its November 2018 visit, as set forth in Section 2(a) through (d) of the Notice. We understand that the Notice now seeks additional information concerning such non-compliance and any remedial actions taken since the visit. RDUSD's response to the Notice, as set forth herein, is the best information that it can provide at this time while it is managing school closures and the State's shelter-in-place order issued by the Governor. RDUSD commits to provide a written update to its response as soon as the COVID-19 situation improves, and the District is able to return to more normal operations. It is the District's goal to provide such additional and important information on compliance matters to the FCC on or before April 15, 2020.

Background

From September 1, 2017 to June 30, 2018, Jeff Brown was engaged as an independent consultant by RDUSD to serve as the Chief Engineer for KRVH. (Attachment C.) His contract was renewed from July 1, 2018 to June 30, 2019. RDUSD engaged the services of Mr. Brown after the prior Chief Engineer was terminated for failure to perform his job responsibilities for KRVH.

Among Mr. Brown's stated duties were (1) serve as chief engineer of record for KRVH for engineering reporting to FCC, and (2) review and submit station logs and records to ensure FCC compliance. (Attachment C, p.1.)

In late 2018, RDUSD determined that, similar to his predecessor, Mr. Brown failed to perform the required duties of his job and as a result, he was terminated. Upon Mr. Brown's termination, RDUSD commenced a process to identify a replacement with the appropriate training, skills, and discipline to operate KRVH and to ensure FCC compliance.

In its termination letter to Mr. Brown, RDUSD requested that he provide any and all passwords and logins to any equipment or applications pertaining to KRVH, as well as documentation, including but not limited to the station logs, transmission logs and records for purposes of FCC compliance, and any correspondence related to KRVH. (Attachment D.) Mr. Brown failed to provide any passwords, logins, documentation, or correspondence related to KRVH. The District contacted Mr. Brown numerous times to continue to seek the requested materials, including a formal demand letter from RDUSD's legal counsel to Mr. Brown dated December 31, 2018. (Attachment E.) To date, RDUSD has never received any of the requested

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passwords, logins, documentation, or correspondence from Mr. Brown. RDUSD was placed in the difficult position of having no employee with appropriate subject matter knowledge to continue operating KRVH in compliance with FCC rules and regulations.

Subsequent to Mr. Brown's termination letter, FCC agents visited KRVH on November 30, 2018, as described above. It is our understanding that Julie Griffin of RDUSD was among RDUSD staff that was present for that FCC visit. At the time of such visit, Ms. Griffin was a certified teacher of graphic design at Rio Vista High School. Concurrently, she also served as the certified teacher for the radio station educational program offered by RDUSD. Ms. Griffin was neither Chief Engineer nor Chief Operator of KRVH at the time of the FCC visit. While Ms. Griffin taught the high school students in the radio station class, the District continued its search for a person who could fulfill the role of Chief Operator.

Following that visit, on December 6, 2018, Keith Coburn of the FCC sent an e-mail to RDUSD addressed to acovert@kmtg.com (legal counsel's *former* e-mail address) and skale@rdsd.org (RDUSD's *former* Chief Business Officer). Mr. Coburn informed RDUSD that it had not uploaded its required public inspection file as ordered in an FCC Public Notice released February 12, 2018 (the "2018 Public Notice"). Mr. Coburn's e-mail invited the District to request technical assistance with complying with the 2018 Public Notice. On December 21, 2018 Elizabeth Keema-Aston, Chief Business Officer of RDUSD, responded to Mr. Coburn's e-mail. (Attachment F.) Ms. Keema-Aston informed Mr. Coburn that (1) RDUSD was previously unaware of the failure to upload the public inspection file, and (2) Mr. Brown was recently terminated as Chief Engineer and as a result, RDUSD was in the process of seeking a replacement. Additionally, Ms. Keema-Aston requested assistance in complying with the 2018 Public Notice.

Please note that to our knowledge, since this request for assistance from RDUSD in 2018, RDUSD has not received any further communication from the FCC until it received the Notice. We further understand that after the District requested assistance from the FCC, the federal government, including the FCC, was shut down until January 25, 2019. After the federal government re-opened, RDUSD did not receive any assistance from the FCC or further communication until the Notice.

Following the actions described above, which occurred at the end of 2018, and as a result of the District's search for a replacement for Mr. Brown, Ms. Griffin was officially hired as the Chief Operator of KRVH for the 2019-2020 school year. RDUSD and Ms. Griffin have not yet discussed whether she will remain as Chief Operator of KRVH for the 2020-2021 school year. Among Ms. Griffin's responsibilities as Chief Operator are the following: (1) monitoring and maintaining all FCC compliance in regard to preparing, submitting, and maintaining all records and files, (2) maintaining the station's weekly and monthly logs and filing quarterly reports, and (3) ensuring that the inspections and calibrations of the transmission system, required monitors,

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the metering and control systems, and any necessary repairs and adjustments are completed on a regular basis.

Non-Compliance

1. 47 CFR § 11.52(d)(1): EAS Code and Attention Signal Monitoring Requirements

During the FCC's visit on November 30, 2018, agents observed that, for purposes of EAS messages and monitoring, KRVH was monitoring the incorrect stations. According to the State of California Emergency Alert System Plan, KRVH was assigned to monitor KCBS 740 kHz and KFRC 106.9 MHz. It is our understanding that at the time of the FCC visit, KRVH's EAS receiver was set to KCBS 740, KQED 885 and the National Weather Service.

Following the FCC visit, RDUSD printed out the FCC EAS Local Area Plan for the San Francisco Bay Area. At this time, we have not confirmed with RDUSD about whether KRVH has adjusted its EAS receiver to monitor its assigned stations: KCBS 740 kHz and KFRC 106.9 MHz. It is RDUSD's goal to continue to further review and to provide additional information on this compliance issue on or before April 15, 2020.

2. 47 CFR § 73.1201(b)(1): Station Identification

During the FCC's visit on November 30, 2018, agents observed that the station identification did not specifically state the community of license.

RDUSD is continuing to review whether KRVH is now including the community of license in its station identification. It is RDUSD's goal to continue to further review and to provide additional information on this compliance issue on or before April 15, 2020.

3. 47 CFR § 73.1870(a) and (b)(3): Chief Operators

During the FCC's visit on November 30, 2018, agents observed that KRVH had not designated a chief operator and there was no letter posted with the station files designating the chief operator.

As set forth above, Ms. Griffin has been serving in the capacity as Chief Operator since the beginning of the current school year. RDUSD and the River Delta Unified School District Teachers Association entered into a written Memorandum of Understanding (the "MOU") concerning Ms. Griffin's designation as the Chief Operator of KRVH. It is our understanding that the MOU or other letter designating Ms. Griffin as Chief Operator is posted prominently in the offices of KRVH and placed in the public inspection file.

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We are not certain at this time if RDUSD has been able to identify and designate an alternate Chief Operator. It is RDUSD's goal to continue to further review and to provide additional information on this compliance issue on or before April 15, 2020.

4. 47 CFR § 73.1690(c)(1): Modification of Transmission Systems

According to the Notice, KRVH's station license specifies the antenna type as an omnidirectional (Non-Directional) Jampro JLCP-2. However, according to the Notice, the installed antenna does not meet the same description as specified by Jampro literature for the JLCP-2 antenna. As a result, RDUSD was required to notify the FCC of this antenna change within 10 days of commencing program test operations, according to the Notice.

With respect to this item, it is not entirely clear to RDUSD what the specific deficiency is with its installed antenna. On behalf of the RDUSD, we respectfully request more information on this matter in order to assist RDUSD in providing a thorough response. To RDUSD's knowledge at this time, no changes have been made to the installed antenna. As it reviews its files and correspondence with the prior Chief Engineers, if new and relevant information becomes available, RDUSD will provide such information to the FCC on or before April 15, 2020.

Other Remedial Action to Preclude Recurrence

RDUSD has informed our office that it has printed the FCC Self-Inspection Checklist so the Chief Operator, along with students, staff, and members of the public who volunteer or work for KRVH know what actions must be taken to be in compliance with the FCC. Further, Ms. Griffin has been working informally with a mentor, operating a similar student-run radio station program at a school outside RDUSD, to learn more about how to operate a radio station, including, and importantly, how to maintain compliance with FCC rules and regulations. At this time, we do not know what other remedial measures, if any, RDUSD and KRVH have taken to ensure FCC compliance.

Conclusion

As stated above, our office is coordinating with the District to provide more specific responses to the incidents of non-compliance described in the Notice, including any remedial actions to correct such violations and preclude recurrence, and a timeline for completion of any pending corrective actions. The current shelter-in-place order and working from home have placed challenges on RDUSD to timely provide thorough responses to the Notice in coordination with our office. Nevertheless, as mentioned above, it is RDUSD's goal to provide more specific responses to the Notice on or before April 15, 2020.

Notwithstanding these challenges, the ongoing operation of KRVH is important to RDUSD. KRVH provides a unique and important educational opportunity to students of RDUSD

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as well as a source of news and entertainment to the local community. To provide educational opportunities to high school students as part of the District's curriculum, as well as to ensure that KRVH can continue broadcasting to the community, RDUSD has been endeavoring and will continue to endeavor to ensure that KRVH is fully in compliance with FCC rules and regulations. In this regard, RDUSD would appreciate any assistance the FCC can provide to ensure compliance. While RDUSD continues to research and gather information necessary to provide a more thorough response to the Notice, if there are additional issues that require further clarification, RDUSD or our office will seek your assistance immediately.

Separate and apart from the specific compliance matters mentioned in this correspondence, it is RDUSD's sincere goal to operate KRVH in full compliance with FCC rules and regulations and to avoid violations in the future. RDUSD welcomes the opportunity to participate in any training the FCC may provide, review educational materials prepared by the FCC, and study and implement best practices suggested by the FCC, in order to increase RDUSD's knowledge about how to best operate KRVH and comply with FCC rules and regulations.

After you have had a chance to review this letter, please do not hesitate to contact Addison Covert of this office (aconvirt@parkercovert.com) or me (stoledo@parkercovert.com) with any follow up questions or comments you may have. At this time, e-mail is the best way to contact our office.

Very truly yours,



Stacy L. Toledo

cc: Elizabeth Keema-Aston [River Delta Unified School District]
Addison Covert [Parker & Covert]

DECLARATION OF ELIZABETH KEEMA-ASTON

I, Elizabeth Keema-Aston, declare as follows:

1. I am an individual and Chief Business Officer of the River Delta Unified School District. I make this declaration in connection with File No.: EB-FIELDWR-18-00027895. The facts set forth herein are true of my own personal knowledge.
2. I declare under penalty of perjury that the foregoing is true and correct, and that this declaration is executed on March 31, 2020, at Rio Vista California.



Elizabeth Keema-Aston
Chief Business Officer
River Delta Unified School District

ATTACHMENT A
NOTICE OF VIOLATION FROM FCC
MARCH 2, 2020

[see attached]

**Before the
Federal Communications Commission
Washington, D.C. 20554**

File No.: EB-FIELDWR-18-00027895

Released: March 2, 2020

a. 47 CFR § 11.52(d)(1): EAS Code and Attention Signal Monitoring Requirements. "With respect to monitoring for EAS messages that are formatted in accordance with the EAS Protocol, EAS Participants must monitor two sources. The monitoring assignments of each broadcast station and cable system and wireless cable system are specified in the State EAS Plan and FCC Map Book. They are developed in accordance with FCC monitoring priorities." KHRV is located in Solano County, California. According to the State of California Emergency Alert System Plan, Version 2.0, dated October 11, 2017, the two sources of monitoring assignments for Solano County would be under the San Francisco Bay Counties Plan, KCBS 740 kHz and KFRC 106.9 MHz. At the time of inspection, the Agent noted that KRVH was not monitoring either of those sources. Rather, KRVH was monitoring KFBK 1530 kHz, and the National Weather Service on 162.55 MHz.

b. 47 CFR § 73.1201(b)(1): Station Identification. "Content. Official station identification shall consist of the station's call letters immediately followed by the community or communities specified in its license as the station's location; [p]rovided, [t]hat the name of the licensee, the station's frequency, the station's channel number, as stated on the station's license, and/or the station's network affiliation may be inserted between the call letters and station location." At the time

² 47 CFR § 1.89(a).

Federal Communications Commission

of the inspection the Agent noted that the station identification did not specifically state the community of license.

- c. 47 CFR § 73.1870(a) and (b)(3): Chief Operators. "The licensee of each AM, FM, TV or Class A TV broadcast station must designate a person to serve as the station's chief operator. At times when the chief operator is unavailable or unable to act (e.g., vacations, sickness), the licensee shall designate another person as the acting chief operator on a temporary basis.... The designation of the chief operator must be in writing. Agreements with chief operators serving on a contract basis must be in writing with a copy kept in the station files." At the time of inspection KRVH had not designated a Chief Operator and there was no letter posted with the station files designating the chief operator.
- d. 47 CFR § 73.1690(c)(1): Modification of Transmission Systems. "The following FM, TV and Class A TV station modifications may be made without prior authorization from the Commission. A modification of license application must be submitted to the Commission within 10 days of commencing program test operations pursuant to § 73.1620.... Replacement of an omnidirectional antenna with one of the same or different number of antenna bays, provided that the height of the antenna radiation center is not more than 2 meters above or 4 meters below the authorized values...." KRVH's station license specifies the antenna type as an omnidirectional (Non-Directional) Jampro JLCP-2. The installed antenna does not meet the same description as specified by Jampro literature for the JLCP-2 antenna. Therefore, RDUSD was required to notify the Commission of this antenna change within 10 days of commencing program test operations.

3. Pursuant to section 308(b) of the Communications Act of 1934, as amended,³ and section 1.89 of the Rules,⁴ we seek additional information concerning the violation and any remedial actions taken. Therefore, RDUSD must submit a written statement concerning this matter within twenty (20) days of release of this Notice. The response (i) must fully explain each violation, including all relevant surrounding facts and circumstances, (ii) must contain a statement of the specific action(s) taken to correct each violation and preclude recurrence, and (iii) must include a time line for completion of any pending corrective action(s). The response must be complete in itself and must not be abbreviated by reference to other communications or answers to other notices.⁵

4. In accordance with section 1.16 of the Rules, we direct RDUSD to support its response to this Notice with an affidavit or declaration under penalty of perjury, signed and dated by an authorized officer of RDUSD with personal knowledge of the representations provided in RDUSD's response, verifying the truth and accuracy of the information therein,⁶ and confirming that all of the information requested by this Notice which is in RDUSD's possession, custody, control, or knowledge has been

³ 47 U.S.C. § 308(b).

⁴ 47 CFR § 1.89.

⁵ 47 CFR § 1.89(c).

⁶ Section 1.16 of the Rules provides that "[a]ny document to be filed with the Federal Communications Commission and which is required by any law, rule or other regulation of the United States to be supported, evidenced, established or proved by a written sworn declaration, verification, certificate, statement, oath or affidavit by the person making the same, may be supported, evidenced, established or proved by the unsworn declaration, certification, verification, or statement in writing of such person Such declaration shall be subscribed by the declarant as true under penalty of perjury, and dated, in substantially the following form . . . : 'I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date). (Signature)'." 47 CFR § 1.16.

Federal Communications Commission

produced. To knowingly and willfully make any false statement or conceal any material fact in reply to this Notice is punishable by fine or imprisonment under Title 18 of the U.S. Code.⁷

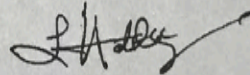
5. All replies and documentation sent in response to this Notice should be marked with the File No. specified above, and mailed to the following address:

Federal Communications Commission
Los Angeles Regional Office
11331 183rd Street, PMB #365
Cerritos, CA 90703
Field@FCC.gov

6. This Notice shall be sent to River Delta Unified School District, 445 Montezuma Street, Rio Vista, CA 94571.

7. The Privacy Act of 1974⁸ requires that we advise you that the Commission will use all relevant material information before it, including any information disclosed in your reply, to determine what, if any, enforcement action is required to ensure compliance.

FEDERAL COMMUNICATIONS COMMISSION



Lark Hadley
Regional Director
Region Three
Enforcement Bureau

⁷ 18 U.S.C. §§ 1001, *et seq.*; *see also* 47 CFR § 1.17.

⁸ P.L. 93-579, 5 U.S.C. § 552a(e)(3).

ATTACHMENT B
GRANT OF EXTENSION DATED MARCH 17, 2020

[see attached]

Stacy Toledo

From: Lark Hadley <Lark.Hadley@fcc.gov>
Sent: Tuesday, March 17, 2020 4:19 PM
To: Stacy Toledo; Field
Cc: Addison Covert
Subject: RE: File No.: EB-FIELDWR-18-00027895 (River Delta Unified School District, Rio Vista, California)

Ms. Toledo,

Your request for response extension to March 31, 2020 is granted.

Thank you,

Lark Hadley
Director, Region Three
FCC Enforcement Bureau
11331 183rd St. #365
Cerritos, CA 90703
(562) 865-0235

From: Stacy Toledo <stoledo@parkercovert.com>
Sent: Monday, March 16, 2020 12:05 PM
To: Field <field@fccoffice.onmicrosoft.com>
Cc: Addison Covert <acovert@parkercovert.com>
Subject: File No.: EB-FIELDWR-18-00027895 (River Delta Unified School District, Rio Vista, California)

Dear Regional Director Hadley:

Our office represents the River Delta Unified School District ("RDUSD"), licensee of Station KRVH, Facility ID: 56557, Rio Vista, California, File Number as specified above. The District is in receipt of Notice of Violation (the "Notice") released on March 2, 2020. Paragraph 3 of the Notice provides that "RDUSD must submit a written statement concerning this matter within twenty (20) days of release of this Notice." Accordingly, we calculate the due date for a response as Saturday, March 21, 2020.

We have been working diligently with the District to prepare a response to the Notice.

This past Friday, March 13, 2020, in order to prevent further spread of COVID-19, Sacramento County Office of Education directed school districts within its jurisdiction, including RDUSD, to close for up to three weeks effective today, March 16. As a result, RDUSD is occupied with managing school closures and determining how to provide educational and other support services to students. Under these circumstances, on behalf of RDUSD, we request an extension of the time to respond to the Notice. We believe RDUSD can provide a written response by March 31, 2020.

After you have had a chance to review this e-mail, please do not hesitate to contact Addison Covert (cc'd above) of this office or me with any follow up questions or concerns.

Best regards,
Stacy

ATTACHMENT C
RDUSD CONTRACT WITH JEFF BROWN
2017-2018

[see attached]



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

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

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

1. TERM: The term of this agreement is from September 1, 2017 through June 30, 2017. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

This agreement may be terminated with 30 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

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

Jeff Brown will be chief engineer of record for KRVH for engineering reporting to the FCC. He will review and submit station logs and records to ensure FCC Compliance. He will evaluate Station equipment performance and make recommendations to the district. He will be responsible for repair and adjustment of existing studio and transmission equipment. He will be responsible for installations of replacement equipment as needed. He will provide limited equipment training for assigned lead station personnel. He will provide limited 24/7 telephone technical support.

Jeff will provide 8 hours of on-site engineering support per month. Service visits in excess of the 8 hours of monthly service will be charged at \$50.00 with a minimum of 2 hours per site visit. Travel time shall be charged at \$20.00/hour at an estimated 1 hour per site-visit.

3. PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:
\$ \$400 per day week X month year or per hour
OR \$ per hour for periods of less than one day;
for a total cost not to exceed \$ 5,000.00

4. RECORDS: CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.

5. STATUS OF CONTRACTOR: DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.

Creating Excellence To Ensure That All Students Learn

Bates School
Clarksburg Middle
River Delta High/Elementary School

Isleton School
Riverview Middle

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

Delta High School
Rio Vista High School

Wind River School
Mokelumne High School

Delta Elementary Charter School

6. HOLD HARMLESS AND INDEMNIFICATION: CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.
Independent Contractor Agreement Page 2

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


8. CONFLICTS OF INTEREST: Consultants are responsible for complying with the Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations and may be required to file an annual Form 700 Conflict of Interest Statement of Economic Interests (as required following the passage of the Political Reform Act Government Code Section 81000, et seq.) (attached to and made a part of this contract).

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


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

CONTRACTOR/CONSULTANT:

Jeff M. Brown
Printed/Typed Name Date


Social Security Number/Federal Tax ID Number


Address State Zip


Contact Phone and Email


Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

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

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

1/14/08

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Bates School	Isleton School	Walnut Grove School	Delta High School	Wind River School
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HOLD HARMLESS & INDEMNIFICATION AGREEMENT

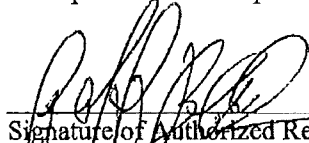
To the fullest extent permitted by law, Jeff Brown,
(Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any accident, death, or injury whatsoever or however caused or alleged to be caused whether by the District or the Contractor/Consultant to any person or property because of, arising out of, or in any way related to the performance of this agreement. Contractor/Consultant shall not be responsible for the sole or willful liability of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement.

Contractor/Consultant shall maintain their own contractual liability insurance to cover its obligations under this agreement. This indemnification is independent of and shall not in any way be limited by insurance carried by the Contractor/Consultant.

In the case of Facility Use Agreements, Contractor/Consultant further agrees to comply with the insurance requirements attachment to that contract and shall name the District as an additional insured via separate endorsement from its insurance carrier, and provide acceptable proof thereof to the District.

If the Contractor/Consultant should sublet any work to another party (i.e., subcontractor), Contractor/Consultant guarantees that such subcontractor shall indemnify the District prior to permitting subcontractor to commence its work. Contractor/Consultant shall obtain a signed agreement from such subcontractor indemnifying the District as set forth above. In addition, Contractor/Consultant shall require in its purchase orders that each supplier indemnify Contractor/Consultant and the District from any and all losses arising from any materials, products, or supplies included in such work.

In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

 9-1-17
Signature of Authorized Representative

9/1/17
Date Signed

Jeff M. Brown
Typed/Printed Name of Authorized Representative

Jeff M. Brown
Company Name

Address, Email & Phone: 

1/14/08

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Bates School
Clarksburg Middle

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Attachment to Superintendent's Statement

DISTRICT'S CONFLICT-OF-INTEREST CODE

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

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

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

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

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

1/14/08

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www.riverdelta.k12.ca.us

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

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

Description of Duties: Contract Broadcast Engineer of KRVH (Radio Rio)

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

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

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

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

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

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

Don Beno
Don Beno, Superintendent

9/12/17
Date

1/14/08

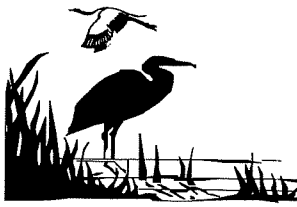
Attachment : (Conflict of Interest Code)

Creating Excellence To Ensure That All Students Learn

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

ATTACHMENT D
JEFF BROWN TERMINATION LETTER

[see attached]



RIVER DELTA UNIFIED SCHOOL DISTRICT

copy

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

Oct. 17, 2018

Jeff Brown

Dear Mr. Brown,

Per our service agreement, the district will exercise its right to terminate with written 30 days' notice. With this notification, we comply with the minimum notice period required by our agreement. This termination is effective immediately. Services through November 17, 2018 will be paid.

The district is requesting that you provide in writing any and all passwords including administrative passwords or logins to any equipment, or applications pertaining to KRVH Radio Rio. These include all login and passwords that you have made on the district's behalf, in your name on the district behalf, or with any alias on behalf of the district.

Please provide documentation including but not limited to the station logs, transmission logs and records insuring FCC Compliance, correspondence on behalf of the district that pertain to the radio station KRVH.

As access to the radio station was terminated on September 17, 2018 invoices for services rendered through that date will be processed and mailed to the above address, per standard procedures.

Thank you,

Elizabeth Keema-Aston
Chief Business Officer
River Delta Unified School District

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$
Sent To Jeff Brown
Street and Apt. No. or P.O. Box No. [REDACTED]

Postmark Here
OCT 23 2018
RIO VISTA, CA

7076 1970 0000 1184 2658

PSN 7530-02-000-9047

See Reverse for Instructions

Creating Excellence To Ensure

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

ATTACHMENT E
LETTER TO JEFF BROWN DATED DECEMBER 31, 2018

[see attached]



Michael T. Travis*
mtravis@parkercovert.com

Tustin

December 31, 2018

TUSTIN
17862 East Seventeenth Street
Suite 204 • East Building
Tustin, CA 92780-2164

(714) 573-0900 Tel
(714) 573-0998 Fax

SACRAMENTO
2520 Venture Oaks Way
Suite 190
Sacramento, CA 95833-4228

(916) 245-8677 Tel
(916) 333-1115 Fax

www.parkercovert.com

* A Professional Corporation

Ref Our File No.:
RVRDELUSD-60.2

VIA E-MAIL AND CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

[REDACTED]

Jeff Brown

[REDACTED]

Re: KRVH Radio: Compliance with FCC Requirements

Dear Mr. Brown:

Please be advised that Parker & Covert LLP represents the River Delta Unified School District ("District").

As you were advised by the District's Chief Business Officer, Elizabeth Keema-Aston, the District the received a notice from the FCC on December 10, 2018, due to a failure to post the KRVH public inspection files on the FCC's online public file database. (Attachment 1.) According to the FCC notice, the deadline for this submission was March 1, 2018.

Your consultant contract with the District appointed you as chief engineer of record for KRVH, including, but not limited to, the specific responsibility to review and submit station logs and records to ensure FCC compliance, including the time period immediately before March 1, 2018. (Attachment 2.)

Please be advised that the District has requested that we contact you to discuss what steps are needed to bring KRVH radio into compliance with FCC regulations pursuant to the December 10, 2018 notice. If the District is already in compliance, please let us know how that information can be accessed.

PARKER & COVERT LLP

Jeff Brown
December 31, 2018
Page 2

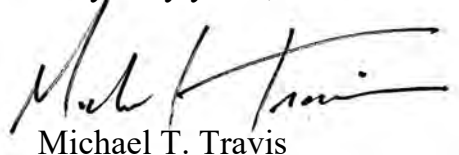
Additionally, please provide the following, or indicate where and how it can be obtained:

- logs for the Emergency Broadcast Systems that you monitored and all associated reports;
- log on/log off passcodes and logs showing identification at the top of every hour;
- documentation on the testing that you told the District you did; and
- any other FCC documentation that are monthly, quarterly or annually required.

Please contact my office **on or before January 4, 2019**, to discuss what action needs to be taken by the District.

Thank you, and I look forward to your prompt response to this important matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael T. Travis", with a stylized flourish at the end.

Michael T. Travis

MTT/klm

Attachment 1: FCC Notice dated December 10, 2018

Attachment 2: Jeff Brown Employment Contracts

Attachment 1

FCC Notice dated December 10, 2018

From: Keith Coburn [<mailto:Keith.Coburn@fcc.gov>]
Sent: Thursday, December 6, 2018 10:30 AM
To: ACOVERT@KMTG.COM; Sonnya Kale <skale@rdusd.org>
Subject: FCC Online Public Inspection File -- Please Read, Action Required

KRVH(FM)

Dear FCC Licensee and Counsel –

Our records indicate that the above-referenced station(s) have not uploaded all required public inspection file material to the FCC's online system. Your station(s) were required to complete the online public inspection file(s) by March 1, 2018. Our records indicate your station(s) have not uploaded the required Issues/Programs Lists and may be missing other information as well. You must act immediately to correct this problem. Failure to comply with the online public inspection requirements may subject your station(s) to monetary penalties in the future and may have an impact on your next station license renewal.

I have attached for your reference a copy of the 2018 FCC Public Notice announcing the online public inspect file obligation as well as the 2016 Report and Order expanding the use of the online public inspection file to broadcast stations. You may find helpful information at <https://publicfiles.fcc.gov/about-station-profiles/>. You also will find answers to common questions at the FAQ page located at <https://publicfiles.fcc.gov/faq/>. In addition, you may find it useful to view the recorded webcast and demonstration of the online public inspection file located at <https://www.fcc.gov/news-events/events/2016/06/demonstration-expanded-online-public-inspection-file-interface>.

Please acknowledge receipt of this email by replying by email. Your response should include a date by which you will complete the upload of all required information. If you believe your online public inspection file is complete and up-to-date, please include that in your reply. If you have questions about the online public inspection file or if you require technical assistance, please reply with your request for help. I will arrange for someone to contact you with assistance.

Sincerely,

Keith Coburn
Audio Division
Media Bureau
Federal Communications Commission

Attachment 2

Jeff Brown Employment Contracts



RIVER DELTA UNIFIED SCHOOL DISTRICT

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Rio Vista, California 94571-1651
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Independent Contractor Agreement Page 2

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CONTRACTOR/CONSULTANT:

Jeff M. Brown
Printed/Typed Name Date


Social Security Number/Federal Tax ID Number


Address State Zip


Contact Phone and Email


Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

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

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1/14/08

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In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

 9-1-17

Signature of Authorized Representative

9/1/17

Date Signed

Jeff M. Brown

Typed/Printed Name of Authorized Representative

Jeff M. Brown

Company Name

Address, Email & Phone: _____

1/14/08

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Attachment to Superintendent's Statement

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

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

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

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

1/14/08

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Isleton School
Riverview Middle

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

Delta High School
Rio Vista High School

Wind River School
Mokelumne High School



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

(707) 374-1700 Fax (707) 374-2995

www.riverdelta.k12.ca.us

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

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

Description of Duties: Contract Broadcast Engineer of KRVH (Radio Rio)

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

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

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

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

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

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

Don Beno
Don Beno, Superintendent

9/12/17
Date

1/14/08

Attachment : (Conflict of Interest Code)

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INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

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

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

1. **TERM:** The term of this agreement is from July 1, 2018 through June 30, 2019. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

This agreement may be terminated with 30 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

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

Jeff Brown will be chief engineer of record for KRVH for engineering reporting to the FCC. He will review and submit station logs and records to ensure FCC compliance. He will evaluate Station equipment performance and make recommendations to the district. He will be responsible for repair and adjustment of existing studio and transmission equipment. He will be responsible for installations of replacement equipment as needed. He will provide limited equipment training for assigned lead station personnel. He will provide limited 24/7 telephone technical support.

Mr. Brown will provide 8 hours of on-site engineering support per month. Service visits in excess of the 8 hours of monthly service will be charged at \$50.00 with a minimum of 2 hours per site visit. Travel time shall be charged at \$20.00/hour at an estimated 1 hour per site-visit

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

\$ 400.00 per day week X month year or per
OR \$ _____ per hour for periods of less than one day;
for a total cost not to exceed \$ 6,000.00

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

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River Delta High/Elementary School	River Delta Community Day School.....	Delta Elementary Charter School		

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

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

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

CONTRACTOR/CONSULTANT:**RIVER DELTA UNIFIED SCHOOL DISTRICT:**

Jeff M. Brown

Elizabeth Keema-Aston

5/2/18

Printed/Typed Name

Date

Requested By

Date

Social Security Number/Federal Tax ID Number

Approval Signature

Date

Address

State

Zip

Budget Code (Name & Coding)

6/12/18

Contact Phone and Email

Board of Trustees Action

Date

Jeff Brown

Digitally signed by Jeff Brown
 DN: cn=Jeff Brown, o, ou, email=allensteel@aol.com, c=US
 Date: 2018.07.03 15:39:58 -07'00'

Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

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

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

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RIVER DELTA UNIFIED SCHOOL DISTRICT

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(707) 374-1700 Fax (707) 374-2995

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Jeff Brown, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any accident, death, or injury whatsoever or however caused or alleged to be caused whether by the District or the Contractor/Consultant to any person or property because of, arising out of, or in any way related to the performance of this agreement. Contractor/Consultant shall not be responsible for the sole or willful liability of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement.

Contractor/Consultant shall maintain their own contractual liability insurance to cover its obligations under this agreement. This indemnification is independent of and shall not in any way be limited by insurance carried by the Contractor/Consultant.

In the case of Facility Use Agreements, Contractor/Consultant further agrees to comply with the insurance requirements attachment to that contract and shall name the District as an additional insured via separate endorsement from its insurance carrier, and provide acceptable proof thereof to the District.

If the Contractor/Consultant should sublet any work to another party (i.e., subcontractor), Contractor/Consultant guarantees that such subcontractor shall indemnify the District prior to permitting subcontractor to commence its work. Contractor/Consultant shall obtain a signed agreement from such subcontractor indemnifying the District as set forth above. In addition, Contractor/Consultant shall require in its purchase orders that each supplier indemnify Contractor/Consultant and the District from any and all losses arising from any materials, products, or supplies included in such work.

In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

Jeff Brown

Digitally signed by Jeff Brown
DN: cn=Jeff Brown, o, ou,
email=allensteel@aol.com, c=US
Date: 2018.07.03 15:45:55 -07'00'

Signature of Authorized Representative
Jeff M. Bown

6-03-2018

Date Signed
Jeff M. Brown

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone



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Attachment to Superintendent's Statement

DISTRICT'S CONFLICT-OF-INTEREST CODE

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

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

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

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

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

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Mokelumne High School

ATTACHMENT F
E-MAIL CORRESPONDENCE WITH FCC DECEMBER 2018

[see attached]

From: Keith Coburn [<mailto:Keith.Coburn@fcc.gov>]
Sent: Thursday, December 6, 2018 10:30 AM
To: ACOVERT@KMTG.COM; Sonnya Kale <skale@rdusd.org>
Subject: FCC Online Public Inspection File -- Please Read, Action Required

KRVH(FM)

Dear FCC Licensee and Counsel –

Our records indicate that the above-referenced station(s) have not uploaded all required public inspection file material to the FCC's online system. Your station(s) were required to complete the online public inspection file(s) by March 1, 2018. Our records indicate your station(s) have not uploaded the required Issues/Programs Lists and may be missing other information as well. You must act immediately to correct this problem. Failure to comply with the online public inspection requirements may subject your station(s) to monetary penalties in the future and may have an impact on your next station license renewal.

I have attached for your reference a copy of the 2018 FCC Public Notice announcing the online public inspect file obligation as well as the 2016 Report and Order expanding the use of the online public inspection file to broadcast stations. You may find helpful information at <https://publicfiles.fcc.gov/about-station-profiles/>. You also will find answers to common questions at the FAQ page located at <https://publicfiles.fcc.gov/faq/>. In addition, you may find it useful to view the recorded webcast and demonstration of the online public inspection file located at <https://www.fcc.gov/news-events/events/2016/06/demonstration-expanded-online-public-inspection-file-interface>.

Please acknowledge receipt of this email by replying by email. Your response should include a date by which you will complete the upload of all required information. If you believe your online public inspection file is complete and up-to-date, please include that in your reply. If you have questions about the online public inspection file or if you require technical assistance, please reply with your request for help. I will arrange for someone to contact you with assistance.

Sincerely,

Keith Coburn
Audio Division
Media Bureau
Federal Communications Commission

From: Elizabeth Keema-Aston
Sent: Friday, December 21, 2018 1:32 PM
To: keith.Coburn@fcc.gov
Subject: FCC Online Public Inspection File

Mr. Coburn,

Receipt is acknowledged of your e-mail of December 6, 2018. Thank you for bringing this matter to the attention of the River Delta Unified School District, as we were previously unaware of the issue. Please be advised that KRVH's station engineer recently left District employment and we are currently seeking a replacement. As a result, the District is requesting assistance in complying with these requirements, pursuant to your e-mail. Please have someone contact me with assistance. The District office is closed until January 2nd. I look forward to hearing from your office after that.

Thank you,

Elizabeth Keema-Aston

Chief Business Officer
River Delta USD
445 Montezuma Street
Rio Vista, CA 94571
Phone: 707-374-1715
Fax: 707-374-2995
E-Mail: ekaston@rdusd.org

CONFIDENTIALITY NOTICE: This communication and its information is intended only for the use of the individual to which it is addressed. If you have received this communication in error, please notify us immediately at 707-374-1715. This communication and its information may be protected by federal and/or state privacy including but not limited to HIPAA and 42 CFR Part 2. You are hereby notified that any disclosure, dissemination, distribution or copying of this communication or its information is strictly prohibited unless expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by law.

ATTACHMENT B
NOTICE OF VIOLATION FROM FCC
MARCH 2, 2020

[see attached]

Federal Communications Commission

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of

River Delta Unified School District
Licensee of Station KRVH

Facility ID: 56557

Rio Vista, California

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)
)
)
)

File No.: EB-FIELDWR-18-00027895

NOTICE OF VIOLATION

Released: March 2, 2020

By the Regional Director, Region Three, Enforcement Bureau:

1. This is a Notice of Violation (Notice) issued pursuant to section 1.89 of the Commission's rules (Rules)¹ to River Delta Unified School District (RDUSD) licensee of radio station KRVH in Rio Vista, California. Pursuant to section 1.89(a) of the Rules, issuance of this Notice does not preclude the Enforcement Bureau from further action if warranted, including issuing a Notice of Apparent Liability for Forfeiture for the violation(s) noted herein.²

2. On November 30, 2018, Agents of the Enforcement Bureau's San Francisco Office monitored radio station KRVH, and observed the following violation(s):

- a. 47 CFR § 11.52(d)(1): EAS Code and Attention Signal Monitoring Requirements. "With respect to monitoring for EAS messages that are formatted in accordance with the EAS Protocol, EAS Participants must monitor two sources. The monitoring assignments of each broadcast station and cable system and wireless cable system are specified in the State EAS Plan and FCC Map Book. They are developed in accordance with FCC monitoring priorities." KHRV is located in Solano County, California. According to the State of California Emergency Alert System Plan, Version 2.0, dated October 11, 2017, the two sources of monitoring assignments for Solano County would be under the San Francisco Bay Counties Plan, KCBS 740 kHz and KFRC 106.9 MHz. At the time of inspection, the Agent noted that KRVH was not monitoring either of those sources. Rather, KRVH was monitoring KFBK 1530 kHz, and the National Weather Service on 162.55 MHz.
- b. 47 CFR § 73.1201(b)(1): Station Identification. "Content. Official station identification shall consist of the station's call letters immediately followed by the community or communities specified in its license as the station's location; [p]rovided, [t]hat the name of the licensee, the station's frequency, the station's channel number, as stated on the station's license, and/or the station's network affiliation may be inserted between the call letters and station location." At the time

¹ 47 CFR §§ 1.1, *et seq.*; § 1.89.

² 47 CFR § 1.89(a).

Federal Communications Commission

of the inspection the Agent noted that the station identification did not specifically state the community of license.

- c. 47 CFR § 73.1870(a) and (b)(3): Chief Operators. "The licensee of each AM, FM, TV or Class A TV broadcast station must designate a person to serve as the station's chief operator. At times when the chief operator is unavailable or unable to act (e.g., vacations, sickness), the licensee shall designate another person as the acting chief operator on a temporary basis.... The designation of the chief operator must be in writing. Agreements with chief operators serving on a contract basis must be in writing with a copy kept in the station files." At the time of inspection KRVH had not designated a Chief Operator and there was no letter posted with the station files designating the chief operator.
- d. 47 CFR § 73.1690(c)(1): Modification of Transmission Systems. "The following FM, TV and Class A TV station modifications may be made without prior authorization from the Commission. A modification of license application must be submitted to the Commission within 10 days of commencing program test operations pursuant to § 73.1620.... Replacement of an omnidirectional antenna with one of the same or different number of antenna bays, provided that the height of the antenna radiation center is not more than 2 meters above or 4 meters below the authorized values...." KRVH's station license specifies the antenna type as an omnidirectional (Non-Directional) Jampro JLCP-2. The installed antenna does not meet the same description as specified by Jampro literature for the JLCP-2 antenna. Therefore, RDUSD was required to notify the Commission of this antenna change within 10 days of commencing program test operations.

3. Pursuant to section 308(b) of the Communications Act of 1934, as amended,³ and section 1.89 of the Rules,⁴ we seek additional information concerning the violation and any remedial actions taken. Therefore, RDUSD must submit a written statement concerning this matter within twenty (20) days of release of this Notice. The response (i) must fully explain each violation, including all relevant surrounding facts and circumstances, (ii) must contain a statement of the specific action(s) taken to correct each violation and preclude recurrence, and (iii) must include a time line for completion of any pending corrective action(s). The response must be complete in itself and must not be abbreviated by reference to other communications or answers to other notices.⁵

4. In accordance with section 1.16 of the Rules, we direct RDUSD to support its response to this Notice with an affidavit or declaration under penalty of perjury, signed and dated by an authorized officer of RDUSD with personal knowledge of the representations provided in RDUSD's response, verifying the truth and accuracy of the information therein,⁶ and confirming that all of the information requested by this Notice which is in RDUSD's possession, custody, control, or knowledge has been

³ 47 U.S.C. § 308(b).

⁴ 47 CFR § 1.89.

⁵ 47 CFR § 1.89(c).

⁶ Section 1.16 of the Rules provides that "[a]ny document to be filed with the Federal Communications Commission and which is required by any law, rule or other regulation of the United States to be supported, evidenced, established or proved by a written sworn declaration, verification, certificate, statement, oath or affidavit by the person making the same, may be supported, evidenced, established or proved by the unsworn declaration, certification, verification, or statement in writing of such person Such declaration shall be subscribed by the declarant as true under penalty of perjury, and dated, in substantially the following form . . . : 'I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date). (Signature)'." 47 CFR § 1.16.

Federal Communications Commission

produced. To knowingly and willfully make any false statement or conceal any material fact in reply to this Notice is punishable by fine or imprisonment under Title 18 of the U.S. Code.⁷

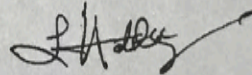
5. All replies and documentation sent in response to this Notice should be marked with the File No. specified above, and mailed to the following address:

Federal Communications Commission
Los Angeles Regional Office
11331 183rd Street, PMB #365
Cerritos, CA 90703
Field@FCC.gov

6. This Notice shall be sent to River Delta Unified School District, 445 Montezuma Street, Rio Vista, CA 94571.

7. The Privacy Act of 1974⁸ requires that we advise you that the Commission will use all relevant material information before it, including any information disclosed in your reply, to determine what, if any, enforcement action is required to ensure compliance.

FEDERAL COMMUNICATIONS COMMISSION



Lark Hadley
Regional Director
Region Three
Enforcement Bureau

⁷ 18 U.S.C. §§ 1001, *et seq.*; *see also* 47 CFR § 1.17.

⁸ P.L. 93-579, 5 U.S.C. § 552a(e)(3).