

PLEASANT VIEW SCHOOL DISTRICT

14004 ROAD 184 PORTERVILLE, CALIFORNIA 93257

TELEPHONE (559) 784-6769 FAX (559) 784-6819

BOARD OF TRUSTEES

Thomas Barcellos
President & Clerk

November 5th, 2021

Alexander Garcia
Vice President

A regular scheduled meeting of the Pleasant View Elementary School District Governing Board will be held November 9th, 2021 at 4:30 P.M. in the Cafeteria at Pleasant View Elementary.

Davy Gobel

Rusty Gobel

Rachele Alcantar

AGENDA:

CALL TO ORDER - ROLL CALL:

Mark Odsather
District Superintendent

- A. Welcome
- B. Pledge of allegiance
- C. Roll Call

Richard Thornberry
Principal / Programs

Niguel Baxter
Business Manager

AGENDA ITEMS - The Board reserves the right to change the order of items in order to expedite the conduct of business or provide convenience for those appearing before the Board. The Brown Act allows 2/3 of the board members present, as opposed to 2/3 of the entire board, to add an item to the agenda if the item is urgent and arose after posting of the agenda.

Approval of Agenda - Action Item

PUBLIC COMMENT: Members of the public may address the Board on any agenda or other item of interest during the public comment period. The public may also address the agenda items at any time they are taken up by the Board. The Board is not able to discuss or take action on any item that is not on the agenda. A reasonable time limit can be imposed on the public input for individuals/issues as deemed necessary.

In compliance with the American Disabilities Act, if you need special assistance to participate in meetings, call (559) 784-6769 48 hours in advance of the meeting.

Notice: If documents are distributed to the board members concerning agenda items less than 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at Pleasant View Elementary, 14004 Road 184, Poplar CA.

MINUTES: Approval of October 12^h minutes.

ATTENDANCE:

- A. Interdistrict Agreements
- B. Enrollment (CALPADS Fall)

DISTRICT FINANCE:

- A. Vendor payments – Action Item
- B. Budget
 - State Budget Update
 - Budget Comparison/Information
 - Budget Revisions – Action Item
- C. **Public Hearing** - Proposed Expenditures of the Educators Effectiveness Block Grant
- D. October Payroll – Action Item



PLEASANT VIEW
FALCONS

OLD BUSINESS:

- A. New Maintenance Building PVE Update– Action Item
- B. PVW Modernization Project Architect Agreement – Action Item
- C. PVE Modernization Project Architect Agreement – Action Item

NEW BUSINESS:

- A. Monthly Calendar
- B. Principal Report
- D. Set Date for Annual Organization Meeting – Action Item
- E. Resolution #6 To Approve Amendment of the School Employees Trust-Tulare County Joint Exercise of Powers Agreement and Bylaws – Action Item
- F. First Read of Board Policy and Administrative Regulation Updates
 - i. BP 0470 COVID-19 Mitigation Plan
 - ii. BP 3516 Emergency Schedules
 - iii. BP 4131 Staff Development
 - iv. BP 6120 Response to Instruction and Intervention
 - v. BP 6164.4 & AR 6164.4 Identification and Evaluation of Individuals for Special Education
 - vi. BP 6164.41 & AR 6164.41 Children with Disabilities Enrolled By Their Parents in Private School
 - vii. BP 6164.5 & AR 6164.5 Student Success Teams
 - viii. BP 5145.7 & AR 5145.7 Sexual Harassment
 - ix. BP 6161.1 & AR 6161.1 Selection and Evaluation of Instructional Materials
- G. School Nutrition Conference November 11th-13th, 2021, Sacramento – Action Item

CLOSED SESSION:

- A. Pursuant to Government Code section 54957 it is the intention of the board to meet in closed session to consider student discipline.
- B. Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiator Agency Designated Representative Mark Odsather - Pleasant View School District Employee Organization - Pleasant View Educators Association)

ADJOURNMENT

PLEASANT VIEW SCHOOL DISTRICT

14004 ROAD 184 PORTERVILLE, CALIFORNIA 93257
TELEPHONE (559) 784-6769 FAX (559) 784-6819

PLEASANT VIEW ELEMENTARY SCHOOL DISTRICT MINUTES

REGULAR BOARD MEETING

BOARD OF TRUSTEES

Thomas Barcellos
President & Clerk

Alexander Garcia
Vice President

Davy Gobel

Rusty Gobel

Rachele Alcantar

October 12th, 2021
Pleasant View Cafeteria

18900 Ave 145
Porterville, CA

CALL TO ORDER - ROLL CALL: Tom Barcellos, called the meeting to order, at 4:30 pm and the following were in attendance:

Mark Odsather
District Superintendent

Richard Thornberry
Principal / Programs

Niguel Baxter
Business Manager

BOARD:

Davy Gobel
Alex Garcia
Tom Barcellos
Rachele Alcantar
Rusty Gobel

OTHER:

Kim Parrish (Principal)

AGENDA: On a motion by Alex Garcia and a second by Davy Gobel the board approved the Agenda. (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel)

PUBLIC COMMENT: No Comment

MINUTES: On a motion by Alex Garcia and second by Davy Gobel the board voted to approve the corrected September 14th minutes. (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel)

ATTENDANCE:

1. No interdistrict agreements
2. K. Parrish presented the current Enrollment to the board. Pleasant Views current enrollment is 428 with an additional 10 students in Pre-K. (Exhibit A)

DISTRICT FINANCE:

1. Mrs. Parrish presented the vendor payments to the board for review and discussion. Mr. Garcia questioned the amount paid to JTS modular. Mrs. Parrish stated she would ask Mr. Odsather to report back to the board at the next meeting in November. On a motion by Alex Garcia and a second by Davy Gobel the board voted to approve Vendor payments; Batch #397 for \$189,475.11; Batch #399 \$116,068.11 (5-0) Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel) (Exhibit B)

2. K. Parrish presented the Budget Comparison report for review and discussion. (Exhibit C)
3. K. Parrish presented the Budget Revisions to the board for review and discussion. On a motion by Davy Gobel and a second by Alex Garcia the board voted to approve Budget Revisions with control number #100627838 (5-0) Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel) (Exhibit D)
4. K. Parrish presented the letter from the Tulare County Office of Education approving the 2021-2022 Local Control Accountability Plan. (Exhibit E)
5. K. Parrish presented the letter from the Tulare County Office of Education approving the 2021-2022 Budget. (Exhibit F)
6. Mrs. Parrish presented Resolution #5 to the board for discussion and approval. Mrs. Parrish explained the resolution allows the county to move monies between funds for cash flow purposes. On a motion by Davy Gobel and a second by Alex Garcia the board approved Resolution #5 in the Matter of Interfund Loan for Cash flow purposes. (5-0) Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel) (Exhibit G)
7. Public Hearing on ESSER III Expenditure Plan – No Comment
8. Mrs. Parris presented the ESSER III Expenditure Plan that includes expenditures for additional teaching positions, technology support and modernization of facilities. On a motion by Alex Garcia and a second by Rachele Alcantar the board approved the ESSER III Expenditure Plan. (5-0) Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel) (Exhibit H)
9. On a motion by Rusty Gobel and a second by Davy Gobel the board voted to approve September. (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel) (Exhibit I)

NEW BUSINESS:

1. Mrs. Parrish presented the October Calendar to the board for review. (Exhibit J)
2. Mrs. Parrish presented a Principal Report to the Board for discussion and review. Mrs. Parrish highlighted the professional development activities in the month of October, teachers planned Paideia seminars. The school was also introducing character counts school wide and focusing on the pillar of Respect. and other important dates. (Exhibit K)
3. Mrs. Parrish presented a list of non-profit organizations to be approved by the Board for liability coverage. On a motion by Alex Garcia and a second by Rachele Alcantar the board approved the non-profits that plan to participate on school campus in 21-22. (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel) (Exhibit L)

4. On a motion by Davy Gobel and second by Rusty Gobel the board voted to approve the contract with TCOE for 20 extra nursing days a year. (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel (Exhibit M)
5. On a motion by Alex Garcia and a second by Davy Gobel the board voted to approve the E-Rate Consulting Services Contract with Project with Project Consulting Adjunct Staff 4 Education. (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel (Exhibit N)
6. On a motion by Alex Garcia and a second by Davy Gobel the board voted to approve the Letter for Agency for Funding year 2021-2022. (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel (Exhibit O)
7. On a motion by Rusty Gobel and a second by Davy Gobel the board voted to approve SLD Form 470 Telecommunication Services. (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel (Exhibit P)
8. On a motion by Rusty Gobel and a second by Davy Gobel the board voted to approve SLD Form 470 Internet Access Services. (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel (Exhibit P)
9. On a motion by Rusty Gobel and a second by Davy Gobel the board voted to approve SLD Form 470 Internal Connections (85% of C2 Budget Balance) (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel (Exhibit P)
10. Mrs. Parrish presented the following board policies to the board for second read and approval. On a motion by Davy Gobel and a second by Rusty Gobel the board voted to approve the following board policies. (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel (Exhibit Q)
 - i. AR 1312.3 Uniform Complaint Procedures
 - ii. BP 1313 Civility
 - iii. BP 3511.1 & AR 3511.1 Integrated Waste Management
 - iv. BP 3515.31 School Resource Officer
 - v. BP 4112.42, 4212.42, 4312.42 & AR4112.42, 4212.42, 4312.42 Drug and Alcohol Testing for School Bus Drivers
 - vi. BP 4141, 4241 Collective Bargaining Agreement
 - ii. BP 4158, 4258, 4358 & AR 4158, 4258, 4358 Employee Security
 - viii. BP 5141.4 & AR 5141.4 Child Abuse Prevention and Reporting
 - ix. BP 5141.52 & AR 5141.52 Suicide Prevention
 - x. BP 5142.2 & AR 5142.2 Safe Routes to School
 - xi. BP 5145.12 Search and Seizure
 - xii. BP 5145.9 Hate-Motivated Behavior
 - xiii. BP 5148 & AR 5148 Child Care Development
 - xiv. BP 61425.5 Environmental Education
 - xv. AR 6162.51 State Academic Tests
 - xvi. BP 7211 & AR 7211 Developer Fees

PERSONNEL:

1. On a motion by Alex Garcia and a second by Davy Gobel the board voted to increase the salary for substitute teachers. (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel (Exhibit R)
2. On a motion by Rusty Gobel and a second by Alex Garcia the board voted to approve the removal of the crossing guard position from the salary schedule. (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel (Exhibit S)
- 3.

ADJOURNMENT:

On a motion by Rusty Gobel and a second by Davy Gobel the board voted to adjourn. At 5:02 pm (5-0) (Ayes; Alex Garcia, Davy Gobel, Tom Barcellos, Rachele Alcantar, Rusty Gobel)

Respectfully submitted,

Mark Odsather,
Secretary

Tom Barcellos, President & Clerk
or Alex Garcia, Vice President

Pleasant View Elementary

11/01/2021
10:49 AM

2021-2022

Enrollment by Grade and Teacher

Page 1

Teacher	TK		K		1		2		3		4		5		6		7		8		ALL(Selected GR)				
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	Total	Total			
001 Alvarado	5	6	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	6	11	
005 Garcia	-	-	11	8	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	8	19	
003 Sidhu	-	-	11	8	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	8	19	
045 Ibarra	-	-	-	-	6	9	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	9	15	
014 Irving	-	-	-	-	8	7	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	7	15	
046 Valdezlv	-	-	-	-	5	7	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	7	12	
013 Calvillo	-	-	-	-	-	-	7	7	14	-	-	-	-	-	-	-	-	-	-	-	-	7	7	14	
047 Lopez	-	-	-	-	-	-	7	8	15	-	-	-	-	-	-	-	-	-	-	-	-	7	8	15	
008 Vankham	-	-	-	-	-	-	9	5	14	-	-	-	-	-	-	-	-	-	-	-	-	9	5	14	
020 Drummond	-	-	-	-	-	-	-	-	10	17	27	-	-	-	-	-	-	-	-	-	-	10	17	27	
027 Krenk	-	-	-	-	-	-	-	-	14	14	28	-	-	-	-	-	-	-	-	-	-	14	14	28	
012 Moreno	-	-	-	-	-	-	-	-	-	-	9	8	17	-	-	-	-	-	-	-	-	9	8	17	
048 Regaspi	-	-	-	-	-	-	-	-	-	-	8	7	15	-	-	-	-	-	-	-	-	8	7	15	
043 Toledo	-	-	-	-	-	-	-	-	-	-	9	7	16	-	-	-	-	-	-	-	-	9	7	16	
049 Haskins	-	-	-	-	-	-	-	-	-	-	-	-	10	6	16	-	-	-	-	-	-	10	6	16	
033 Patterson	-	-	-	-	-	-	-	-	-	-	-	-	9	7	16	-	-	-	-	-	-	9	7	16	
037 Valdez	-	-	-	-	-	-	-	-	-	-	-	-	11	6	17	-	-	-	-	-	-	11	6	17	
002 Maldonado	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	10	23	-	-	-	-	13	10	23	
050 Ulloa	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	10	23	-	-	-	-	13	10	23	
040 Camacho	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	16	26	-	-	10	16	26	
041 Ramirez	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	13	25	-	-	12	13	25	
038 Corwin	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	14	19	5	14	19
035 Luevano	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	6	18	12	6	18
051 ValdezC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9	7	16	9	7	16

School Total: 5 6 11 22 16 38 19 23 42 23 20 43 24 31 55 26 22 48 30 19 49 26 20 46 22 29 51 26 27 53 223 213 436

* Class total is calculated including Nonbinary gender students

Pleasant View Elementary

2021-2022

Enrollment by Grade and Teacher

Teacher	M	***** PS *****		Total	M	ALL(Selected GR)		Total
		M	F			F	F	
001 Alvarado 4-5	7	3		10	7	3		10
School Total:	7	3		10	7	3		10

* Class total is calculated including Nonbinary gender students

Accounts Payable Final PreList - 10/7/2021 1:27:01PM

*** FINAL ***

Batch No 400

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013731	CENTRAL CITIES PIZZA, INC.	PV-220398	10/4/2021		September		130-53100-0-00000-37000-47000-0	\$472.50			
	CENTRAL CITIES PIZZA, INC.		10/4/2021		September		130-53100-0-00000-37000-47000-0	\$420.00			
	CENTRAL CITIES PIZZA, INC.		10/4/2021		September		130-53100-0-00000-37000-47000-0	\$420.00			
	CENTRAL CITIES PIZZA, INC.		10/4/2021		September		130-53100-0-00000-37000-47000-0	\$420.00			
							Total Check Amount:	\$1,732.50			
012313	CULLIGAN	PV-220397	9/30/2021		September		010-00000-0-00000-72000-43000-0	\$232.50			22
							Total Check Amount:	\$232.50			
013850	R & L CROW DISTRIBUTING	PV-220399	10/4/2021		Sept 30, Oct 4		130-53100-0-00000-37000-47000-0	\$1,051.20			22
	R & L CROW DISTRIBUTING		10/4/2021		Sept 30, Oct 4		130-53100-0-00000-37000-47000-0	\$709.20			22
							Total Check Amount:	\$1,760.40			
012766	SISC III	PV-220401	10/1/2021		October		010-00000-0-00000-00000-95024-0	\$58,276.00			G 22
	SISC III		10/1/2021		October		010-00000-0-00000-00000-95028-0	\$6,377.60			G 22
	SISC III		10/1/2021		October		010-00000-0-00000-71100-34020-0	\$5,827.60			G 22
	SISC III		10/1/2021		October		010-00000-0-00000-00000-95028-0	(\$550.00)			G 22
							Total Check Amount:	\$69,931.20			
013435	U.S. BANK	PV-220400	9/27/2021		454188186		010-00000-0-00000-27000-56000-0	\$535.78			
							Total Check Amount:	\$535.78			

Accounts Payable Final PreList - 10/7/2021 1:27:01PM

*** FINAL ***

Batch No 400

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
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Total District Payment Amount: \$74,192.38

Accounts Payable Final PreList - 10/7/2021 1:27:01PM

*** FINAL ***

Batch No 400

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
Batch No 400											
Total Accounts Payable: \$74,192.38											

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 74,192.38 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

 Authorizing Signature
 Date 10/7/21

Fund Summary	Total
010	\$70,699.48
130	\$3,492.90
Total	\$74,192.38

Accounts Payable Final PreList - 10/13/2021 1:14:41PM

*** FINAL ***

Batch No 401

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
006003	ARAMARK UNIFORM SERVICES	PV-220422	9/30/2021		258000030680		010-00000-0-00000-82000-55000-0	\$58.84			
	ARAMARK UNIFORM SERVICES	PV-220423	10/7/2021		258000034465		010-00000-0-00000-82000-55000-0	\$128.70			
	ARAMARK UNIFORM SERVICES	PV-220424	10/7/2021		258000034463		010-00000-0-00000-82000-55000-0	\$58.84			
							Total Check Amount:	\$246.38			
013653	ASSOCIATION OF CALIFORNIA	PV-220402	7/1/2021		00000		010-00000-0-00000-71500-53000-0	\$78.00			
							Total Check Amount:	\$78.00			
013756	BUZZ KILL PEST CONTROL	PV-220425	10/9/2021		41689		010-00000-0-00000-82000-58000-0	\$365.00			
	BUZZ KILL PEST CONTROL	PV-220426	10/9/2021		41690		010-00000-0-00000-82000-58000-0	\$105.00			
	BUZZ KILL PEST CONTROL	PV-220427	10/9/2021		00000		010-00000-0-00000-82000-58000-0	\$105.00			
							Total Check Amount:	\$575.00			
013751	CENTRAL SANITARY SUPPLY	PV-220405	10/7/2021		1198554		010-00000-0-00000-82000-43000-0	\$1,758.01			
							Total Check Amount:	\$1,758.01			
013529	CHARTER COMMUNICATIONS	PV-220406	10/4/2021		60100121		010-00000-0-00000-27000-59000-0	\$399.78			
							Total Check Amount:	\$399.78			
001292	COTTON CENTER AUTO PARTS/F ARM	PV-220407	8/30/2021		8/30-9/21		010-81500-0-00000-81100-43000-0	\$44.81			
	COTTON CENTER AUTO PARTS/F ARM		8/30/2021		8/30-9/21		010-81500-0-00000-81100-43000-0	\$6.99			
	COTTON CENTER AUTO PARTS/F ARM		8/30/2021		8/30-9/21		010-81500-0-00000-81100-43000-0	\$161.61			
	COTTON CENTER AUTO PARTS/F ARM		8/30/2021		8/30-9/21		010-81500-0-00000-81100-43000-0	\$4.40			
	COTTON CENTER AUTO PARTS/F ARM		8/30/2021		8/30-9/21		010-81500-0-00000-81100-43000-0	\$21.55			
							Total Check Amount:	\$239.36			
012512	DELLAVALLE LABORATORY	PV-220408	9/23/2021		14988		010-00000-0-00000-82000-58000-0	\$93.00			
							Total Check Amount:	\$93.00			
012481	EMPLOYMENT DEVELOPMENT DEPT	PV-220404	9/30/2021		21-3		010-00000-0-00000-00000-95025-0	\$3,729.85			G
							Total Check Amount:	\$3,729.85			

Accounts Payable Final PreList - 10/13/2021 1:14:41PM

*** FINAL ***

Batch No 401

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
012978	FOLLETT SOFTWARE COMPANY	PV-220419	10/1/2021		1454180		010-11000-0-11100-10000-43000-0	\$1,513.46			
							Total Check Amount:	\$1,513.46			
012736	HOME DEPOT	PV-220409	9/21/2021		8512976		010-00000-0-00000-82000-43000-0	\$281.30			
							Total Check Amount:	\$281.30			
012998	LINDER EQUIPMENT CO.	PV-220433	9/9/2021		SA22676		010-00000-0-00000-36000-56000-0	\$289.94			
	LINDER EQUIPMENT CO.	PV-220434	9/9/2021		SA22677		010-00000-0-00000-36000-56000-0	\$289.94			
	LINDER EQUIPMENT CO.	PV-220435	9/9/2021		SA22678		010-00000-0-00000-36000-56000-0	\$289.94			
	LINDER EQUIPMENT CO.	PV-220436	9/13/2021		SA22680		010-00000-0-00000-36000-56000-0	\$289.94			
	LINDER EQUIPMENT CO.	PV-220437	9/13/2021		SA22681		010-00000-0-00000-36000-56000-0	\$289.94			
	LINDER EQUIPMENT CO.	PV-220438	9/13/2021		SA22682		010-00000-0-00000-36000-56000-0	\$289.94			
	LINDER EQUIPMENT CO.	PV-220439	9/13/2021		SA22683		010-00000-0-00000-36000-56000-0	\$289.94			
							Total Check Amount:	\$2,029.58			
013163	MANGINI ASSOCIATES INC	PV-220428	9/30/2021		11844		010-06205-0-00000-85000-58000-0	\$3,683.99		L	
	MANGINI ASSOCIATES INC	PV-220429	9/30/2021		11819		351-77100-0-00000-85000-58000-0	\$10,100.42		L	
							Total Check Amount:	\$13,784.41			
013078	PORTERVILLE ELECTRIC CO. INC.	PV-220410	9/9/2021		89166		010-81500-0-00000-81100-56000-0	\$518.94			
							Total Check Amount:	\$518.94			
013850	R & L CROW DISTRIBUTING	PV-220411	10/14/2021		Oct 7 & 11		130-53100-0-00000-37000-47000-0	\$82.80			22
	R & L CROW DISTRIBUTING		10/14/2021		Oct 7 & 11		130-53100-0-00000-37000-47000-0	\$1,058.40			22
							Total Check Amount:	\$1,141.20			
013455	READ NATURALLY	PV-220413	9/27/2021		249841		010-63000-0-11100-10000-58000-0	\$1,635.80			
							Total Check Amount:	\$1,635.80			
013344	REYES, BRENDA	PV-220412	10/14/2021		00000		010-90271-2-81000-59000-52000-0	\$93.97			
							Total Check Amount:	\$93.97			
012360	SMART & FINAL IRIS	PV-220420	10/1/2021		September		130-53100-0-00000-37000-43000-0	\$322.43			
	SMART & FINAL IRIS		10/1/2021		September		130-53100-0-00000-37000-43000-0	\$252.01			
	SMART & FINAL IRIS		10/1/2021		September		130-53100-0-00000-37000-43000-0	\$111.55			

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Tulare County Office of Education
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 Batch No 401

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
005383	SOUTHERN CALIF EDISON CO	PV-220414	9/29/2021		September		010-00000-0-00000-36000-58000-0	\$415.15			
	SOUTHERN CALIF EDISON CO		9/29/2021		September		010-00000-0-00000-82000-55000-0	\$4,553.49			
	SOUTHERN CALIF EDISON CO		9/29/2021		September		010-00000-0-00000-82000-55000-0	\$5,675.73			
							Total Check Amount:	\$10,644.37			
013211	SOUTHWEST SCHOOL & OFFICE	PV-220421	9/21/2021		Sep 21-30		010-11000-0-11100-10000-43000-0	\$14.24			
	SUPP						010-11000-0-11100-10000-43000-0	\$55.72			
	SUPP						010-11000-0-11100-10000-43000-0	\$52.88			
	SUPP						010-11000-0-11100-10000-43000-0	\$17.45			
	SUPP						010-11000-0-11100-10000-43000-0	\$82.72			
	SUPP						010-11000-0-11100-10000-43000-0	\$7.65			
	SUPP						010-11000-0-11100-10000-43000-0	\$25.01			
	SUPP						010-11000-0-11100-10000-43000-0	\$48.68			
	SUPP						010-11000-0-11100-10000-43000-0	\$9.40			
	SUPP						010-11000-0-11100-10000-43000-0	\$23.65			
	SUPP						010-00000-0-00000-72000-43000-0	\$57.09			
	SUPP						010-11000-0-11100-10000-43000-0	\$33.30			
	SUPP						010-11000-0-11100-10000-43000-0	\$17.08			
	SUPP						010-11000-0-11100-10000-43000-0	\$6.83			
	SUPP						010-00000-0-00000-72000-43000-0	\$12.65			
	SUPP						Total Check Amount:	\$464.35			
012726	STATE OF CALIFORNIA	PV-220415	10/6/2021		537047		010-00000-0-00000-27000-58000-0	\$147.00			
							Total Check Amount:	\$147.00			
012560	SYSCO OF CENTRAL CALIFORNIA	PV-220430	10/12/2021		284935160		130-53100-0-00000-37000-43000-0	\$359.84			
	SYSCO OF CENTRAL CALIFORNIA	PV-220431	10/4/2021		284926975		130-53100-0-00000-37000-47000-0	\$2,790.98			

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Batch No 401

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
012560	SYSCO OF CENTRAL CALIFORNIA	PV-220432	10/4/2021		284926976		130-53100-0-00000-37000-43000-0	\$742.82			
Total Check Amount:								\$3,893.64			
013824	Thrively, Inc.	PV-220403	10/13/2021		1799		010-63000-0-11100-10000-58000-0	\$9,975.00	L		
Total Check Amount:								\$9,975.00			
013828	T-Mobile	PV-220416	10/2/2021		October		010-00000-0-11100-10000-59000-0	\$2,000.00			
Total Check Amount:								\$2,000.00			
013629	UNION BANK	PV-220440	9/24/2021		September		130-53100-0-00000-37000-47000-0	\$60.74	M		
	UNION BANK		9/24/2021		September		010-90100-0-11100-10000-43000-0	\$1,398.60	M		
	UNION BANK		9/24/2021		September		010-11000-0-11100-10000-43000-0	\$150.74	M		
	UNION BANK		9/24/2021		September		010-63000-0-11100-10000-58000-0	\$1,196.00	M		
	UNION BANK		9/24/2021		September		010-90100-0-11100-10000-43000-0	\$365.59	M		
	UNION BANK		9/24/2021		September		010-00000-0-00000-72000-58000-0	\$56.68	M		
	UNION BANK		9/24/2021		September		010-00000-0-00000-82000-43000-0	(\$165.31)	M		
	UNION BANK		9/24/2021		September		130-53100-0-00000-37000-47000-0	\$35.98	M		
Total Check Amount:								\$3,099.02			
013066	VALLEY PACIFIC PETROLEUM SYSTE	PV-220417	9/30/2021		CL21-416205		010-00000-0-00000-82000-43000-0	\$293.46			
Total Check Amount:								\$293.46			
006227	WEISENBERGERS ACE HARDWARE	PV-220418	9/7/2021		B1080307		010-81500-0-00000-81100-43000-0	\$185.71			
Total Check Amount:								\$185.71			

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Amount Flag EFT

Separate
Check Account Code

Reference Invoice
Number Date PO # Invoice No

Vendor No Vendor Name

Total District Payment Amount: \$59,506.58

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Amount Flag EFT

Separate

Check Account Code

Reference

Invoice

Number

Date

PO #

Invoice No

Vendor No

Vendor Name

Total Accounts Payable: \$59,506.58

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The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 59,506.58 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education_Code 42631 & 42634).

 10/13/2021
Date

Authorizing Signature

Fund Summary	Total
010	\$43,588.61
130	\$5,817.55
351	\$10,100.42
Total	\$59,506.58

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013401	4IMPRINT INC	PV-220449	10/13/2021		21883752		010-11000-0-11100-10000-43000-0	\$1,998.91		
							Total Check Amount:	\$1,998.91		
006003	ARAMARK UNIFORM SERVICES	PV-220473	10/14/2021		258000038113		010-00000-0-00000-82000-55000-0	\$58.84		
	ARAMARK UNIFORM SERVICES	PV-220474	10/21/2021		258000041742		010-00000-0-00000-82000-55000-0	\$58.84		
	ARAMARK UNIFORM SERVICES	PV-220475	10/21/2021		258000041744		010-00000-0-00000-82000-55000-0	\$128.70		
							Total Check Amount:	\$246.38		
004283	AT&T	PV-220453	10/13/2021		17186989		010-00000-0-00000-72000-59000-0	\$110.97		
							Total Check Amount:	\$110.97		
013869	ATKINS BERGREEN, INC.	PV-220450	10/26/2021		Project 2034		010-81500-0-00000-85000-62000-0	\$116,858.03		A
							Total Check Amount:	\$116,858.03		
012565	CALIFORNIA DEPARTMENT OF EDUCA	PV-220451	10/21/2021		22 SF-39407		130-53100-0-00000-37000-47000-0	\$644.10		
							Total Check Amount:	\$644.10		
013161	CDW GOVERNMENT, INC	PV-220494	10/6/2021		L778531		010-11000-0-11100-10000-44000-0	\$9,055.61		
							Total Check Amount:	\$9,055.61		
013751	CENTRAL SANITARY SUPPLY	PV-220452	10/12/2021		1199616		010-00000-0-00000-82000-43000-0	\$31.24		
							Total Check Amount:	\$31.24		
013169	CENTRAL TULARE COUNTY SCHOOLS	PV-220461	10/11/2021		12		010-00000-0-00000-72000-54500-0	\$12,236.00		
							Total Check Amount:	\$12,236.00		
012989	CONSOLIDATED TESTING LABORATOR	PV-220471	10/1/2021		19930		010-81500-0-00000-85000-62000-0	\$2,500.00		
	CONSOLIDATED TESTING LABORATOR	PV-220472	10/1/2021		19931		010-81500-0-00000-85000-58000-0	\$750.00		
							Total Check Amount:	\$3,250.00		
013719	ECOLAB	PV-220467	10/21/2021		5522720		130-53100-0-00000-82000-58000-0	\$123.57		
	ECOLAB	PV-220468	10/21/2021		5522719		130-53100-0-00000-82000-58000-0	\$139.39		

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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013778	ENERSPECT MEDICAL	PV-220496	10/20/2021		4169		010-00008-0-00000-31400-43000-0	\$262.96		
								Total Check Amount:		
013213	GLASS DOCTOR	PV-220448	10/20/2021		72765		010-81500-0-00000-81100-56000-0	\$119.03		
								Total Check Amount:		
013738	ISOM ADVISORS	PV-220454	4/27/2021		Disclosure 2020-174		010-06205-0-00000-85000-58000-0	\$233.33		
								Total Check Amount:		
013377	JONES SCHOOL SUPPLY CO. INC	PV-220446	10/12/2021		1838984		010-00000-0-11100-10000-43000-0	\$3,050.00		
								Total Check Amount:		
011879	MODERN PLUMBING & SUPPLY CO	PV-220445	10/11/2021		100232		010-00000-0-00000-82000-56000-0	\$548.98		D
								Total Check Amount:		
012822	NAEIR	PV-220444	10/18/2021		G117461		010-11000-0-11100-10000-43000-0	\$1,214.45		
								Total Check Amount:		
013371	NCS PEARSON, INC	PV-220442	10/21/2021		16353175		010-11000-0-11100-10000-58000-0	\$520.75		
								Total Check Amount:		
013370	ORIENTAL TRADING COMPANY INC	PV-220443	10/16/2021		712415344-01		010-11000-0-11100-10000-43000-0	\$75.93		
								Total Check Amount:		
013829	Project Consulting Adjunct	PV-220441	10/6/2021		1125		010-00000-0-00000-72000-58000-0	\$614.91		L
								Total Check Amount:		
013850	R & L CROW DISTRIBUTING	PV-220464	10/25/2021		Oct 18,21,25		130-53100-0-00000-37000-47000-0	\$5,000.00		22
	R & L CROW DISTRIBUTING		10/25/2021		Oct 18,21,25		130-53100-0-00000-37000-47000-0	\$1,108.80		22
	R & L CROW DISTRIBUTING		10/25/2021		Oct 18,21,25		130-53100-0-00000-37000-47000-0	\$532.80		22
								Total Check Amount:		
								Total Check Amount:	\$2,440.80	

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check Account Code	Amount	Flag	EFT
013166	RAY MORGAN COMPANY INC	PV-220469	10/7/2021		3480809	010-00000-0-00000-27000-56000-0	\$371.81		
	RAY MORGAN COMPANY INC	PV-220470	10/14/2021		3490530	010-00000-0-00000-27000-56000-0	\$356.66		
						Total Check Amount:	\$728.47		
012080	SCHOLASTIC INC.	PV-220463	10/12/2021		32632946	010-90271-2-81000-59000-43000-0	\$1,529.12		
013483	SCHOOL NURSE SUPPLIES, INC	PV-220495	10/21/2021		08609345-IN	010-00008-0-00000-31400-43000-0	\$17.14		
						Total Check Amount:	\$17.14		
005387	SOCALGAS	PV-220462	10/22/2021		October	010-00000-0-00000-82000-55000-0	\$451.26		
	SOCALGAS		10/22/2021		October	010-00000-0-00000-82000-55000-0	\$182.42		
						Total Check Amount:	\$633.68		
013211	SOUTHWEST SCHOOL & OFFICE SUPP	PV-220466	10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	(\$28.96)		
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	(\$25.78)		
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$25.70		
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$77.41		
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$38.96		
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$4.49		
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$37.42		
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$19.37		
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$116.10		
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$8.01		
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$1.86		
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$1.86		
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$2.73		
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$23.88		
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$3.85		

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013211	SOUTHWEST SCHOOL & OFFICE SUPP	PV-220466	10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$56.56			
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$43.54			
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$13.49			
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$16.39			
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$3.82			
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$48.79			
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$56.59			
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$141.25			
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$7.65			
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$9.40			
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$15.70			
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$45.67			
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$24.80			
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-11000-0-11100-10000-43000-0	\$75.70			
	SOUTHWEST SCHOOL & OFFICE SUPP		10/14/2021		Oct 1-14 & Sept CR	010-00000-0-00000-72000-43000-0	\$16.35			
							\$882.60			
013114	SYNCB/AMAZON	PV-220484	10/4/2021		Character Counts	010-11000-0-11100-10000-43000-0	\$248.43			
	SYNCB/AMAZON		10/4/2021		Character Counts	010-11000-0-11100-10000-43000-0	\$60.30			
	SYNCB/AMAZON		10/4/2021		Character Counts	010-11000-0-11100-10000-43000-0	\$42.60			
	SYNCB/AMAZON		10/4/2021		Character Counts	010-11000-0-11100-10000-43000-0	\$206.70			H
	SYNCB/AMAZON	PV-220485	9/24/2021		Covid 19	010-11000-0-11100-10000-43000-0	\$547.23			
	SYNCB/AMAZON		9/24/2021		Covid 19	010-11000-0-11100-10000-43000-0	\$64.62			
	SYNCB/AMAZON		9/24/2021		Covid 19	010-11000-0-11100-10000-43000-0	\$64.60			
	SYNCB/AMAZON		9/24/2021		Covid 19	010-11000-0-11100-10000-43000-0	\$152.35			
	SYNCB/AMAZON		9/24/2021		Covid 19	010-11000-0-11100-10000-43000-0	\$269.36			
	SYNCB/AMAZON	PV-220486	9/30/2021		Library AR Prizes	010-11000-0-11100-10000-43000-0	\$15.51			
	SYNCB/AMAZON		9/30/2021		Library AR Prizes	010-11000-0-11100-10000-43000-0	\$439.56			
	SYNCB/AMAZON		9/30/2021		Library AR Prizes	010-11000-0-11100-10000-43000-0	\$71.04			

Total Check Amount:

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013114	SYNCB/AMAZON	PV-220487	10/6/2021		Game Room		010-11000-0-11100-10000-43000-0	\$131.16		
	SYNCB/AMAZON		10/6/2021		Game Room		010-11000-0-11100-10000-43000-0	\$1,939.47		
	SYNCB/AMAZON		10/6/2021		Game Room		010-11000-0-11100-10000-43000-0	\$64.64		
	SYNCB/AMAZON	PV-220488	10/9/2021		Office supplies		010-00000-0-00000-72000-43000-0	\$116.14		
	SYNCB/AMAZON		10/9/2021		Office supplies		010-00000-0-00000-72000-43000-0	\$4.84		
	SYNCB/AMAZON	PV-220489	10/9/2021		PVW Loung/PVE Elemen		010-00000-0-00000-72000-43000-0	\$95.97		
	SYNCB/AMAZON		10/9/2021		PVW Loung/PVE Elemen		010-00000-0-00000-72000-43000-0	\$585.64		
	SYNCB/AMAZON	PV-220490	10/1/2021		PE 6th, 7th, 8th GRD		010-11000-0-11100-10000-43000-0	\$353.45		
	SYNCB/AMAZON		10/1/2021		PE 6th, 7th, 8th GRD		010-11000-0-11100-10000-43000-0	\$64.60		
	SYNCB/AMAZON		10/1/2021		PE 6th, 7th, 8th GRD		010-11000-0-11100-10000-43000-0	\$38.76		
	SYNCB/AMAZON		10/1/2021		PE 6th, 7th, 8th GRD		010-11000-0-11100-10000-43000-0	\$84.98		
	SYNCB/AMAZON		10/1/2021		PE 6th, 7th, 8th GRD		010-11000-0-11100-10000-43000-0	\$86.16		
	SYNCB/AMAZON		10/1/2021		PE 6th, 7th, 8th GRD		010-11000-0-11100-10000-43000-0	\$209.30		
	SYNCB/AMAZON		10/1/2021		PE 6th, 7th, 8th GRD		010-11000-0-11100-10000-43000-0	\$81.80		
	SYNCB/AMAZON		10/1/2021		PE 6th, 7th, 8th GRD		010-11000-0-11100-10000-43000-0	\$642.12		
	SYNCB/AMAZON		10/1/2021		PE 6th, 7th, 8th GRD		010-11000-0-11100-10000-43000-0	\$144.81		
	SYNCB/AMAZON	PV-220491	10/25/2021		Bernie Tech		010-00000-0-00000-72000-43000-0	\$70.00		
	SYNCB/AMAZON		10/25/2021		Bernie Tech		010-00000-0-00000-72000-43000-0	\$226.82		
	SYNCB/AMAZON	PV-220492	9/29/2021		Keith Stewart		010-81500-0-00000-81100-43000-0	\$159.42		
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$172.32		
	SYNCB/AMAZON	PV-220493	9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$107.75		
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$16.15		
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$35.49		
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$74.16		
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$86.08		
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$107.72		
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$42.97		
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$473.00		
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$58.66		
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$180.56		
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$120.48		
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$105.52		H
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$77.55		H
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$82.08		H
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$47.38		H
	SYNCB/AMAZON		9/29/2021		Mr. Mark		010-11000-0-11100-10000-43000-0	\$495.66		H

Accounts Payable Final PreList - 10/28/2021 2:38:42PM

*** FINAL ***

Batch No 402

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check Account Code	Amount	Flag	EFT	Audit
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013114	SYNCR/AMAZON	PV-220493	9/29/2021		Mr. Mark	010-11000-0-11100-10000-43000-0	\$101.24	H		
	SYNCR/AMAZON		9/29/2021		Mr. Mark	010-11000-0-11100-10000-43000-0	\$678.72	H		
	SYNCR/AMAZON		9/29/2021		Mr. Mark	010-11000-0-11100-10000-43000-0	\$339.99	H		

Total Check Amount:

\$10,685.86

012560	SYSCO OF CENTRAL CALIFORNIA	PV-220476	10/12/2021		284935159	130-53100-0-00000-37000-47000-0	\$1,449.22			
	SYSCO OF CENTRAL CALIFORNIA	PV-220477	10/18/2021		284940835	130-53100-0-00000-37000-47000-0	\$1,816.20			
	SYSCO OF CENTRAL CALIFORNIA	PV-220478	10/26/2021		284949733	130-53100-0-00000-37000-47000-0	\$2,000.72			
	SYSCO OF CENTRAL CALIFORNIA	PV-220479	7/28/2021		284853151	130-53100-0-00000-37000-47000-0	(\$58.12)			
	SYSCO OF CENTRAL CALIFORNIA	PV-220480	8/9/2021		284865235	130-53100-0-00000-37000-43000-0	(\$1,266.78)			
	SYSCO OF CENTRAL CALIFORNIA	PV-220481	10/18/2021		284940836	130-53100-0-00000-37000-43000-0	\$262.05			
	SYSCO OF CENTRAL CALIFORNIA	PV-220482	10/26/2021		284949734	130-53100-0-00000-37000-43000-0	\$506.07			
	SYSCO OF CENTRAL CALIFORNIA	PV-220483	10/18/2021		284940837	010-00000-0-00000-72000-43000-0	\$49.47			

Total Check Amount:

\$4,758.83

013435	U.S. BANK	PV-220460	10/7/2021		455026930	010-00000-0-00000-27000-56000-0	\$1,037.03	D		
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Total Check Amount:

\$1,037.03

013549	ULINE	PV-220459	10/4/2021		139505959	010-00000-0-00000-27000-43000-0	\$442.62			
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Total Check Amount:

\$442.62

013773	unWIRED BROADBAND, INC.	PV-220458	11/1/2021		1179773	010-00000-0-00000-72000-59000-0	\$199.99			
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Total Check Amount:

\$199.99

013066	VALLEY PACIFIC PETROLEUM SYSTE	PV-220457	10/15/2021		CL 21-425779	010-00000-0-00000-82000-43000-0	\$136.69			
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Total Check Amount:

\$136.69

013764	Valley VoIP	PV-220456	10/7/2021		1121	010-00000-0-00000-72000-59000-0	\$488.00			22
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Total Check Amount:

\$488.00

013004	Verizon Wireless	PV-220455	10/10/2021		9890314115	010-00000-0-11100-10000-59000-0	\$488.00			
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Total Check Amount:

\$488.00

012657	WASTE MANAGEMENT	PV-220465	11/1/2021		November	010-00000-0-00000-82000-55000-0	\$630.61			
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Total Check Amount:

\$630.61

	WASTE MANAGEMENT		11/1/2021		November	130-53100-0-00000-82000-55000-0	\$630.61			
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Total Check Amount:

\$630.61

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*** FINAL ***

Batch No 402

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
012657	WASTE MANAGEMENT	PV-220465	11/1/2021		November		130-53100-0-00000-82000-55000-0	\$630.61		
	WASTE MANAGEMENT		11/1/2021		November		010-00000-0-00000-82000-55000-0	\$700.91		
Total Check Amount:								\$2,592.74		

Accounts Payable Final PreList - 10/28/2021 2:38:42PM

*** FINAL ***

Batch No 402

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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Total District Payment Amount:

\$183,475.25

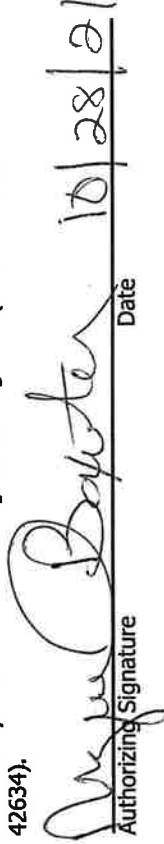
Accounts Payable Final PreList - 10/28/2021 2:38:42PM

*** FINAL ***

Batch No 402

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit	
Batch No 402											Total Accounts Payable:	\$183,475.25

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 183,475.25 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

 Authorizing Signature
Date 10/28/21

Fund Summary	Total
010	\$174,156.81
130	\$9,318.44
Total	\$183,475.25

by Fund

	2021 - 2022 Working Thru 11/3/2021		2021 - 2022 Actual Thru 11/3/2021	
	Unrestricted	Restricted	Unrestricted	Restricted
010 General Fund				
Revenues				
LCFF Sources				
80110 LCFF State Aid - Current Year	\$3,787,558.00	\$0.00	\$3,787,558.00	\$0.00
80120 Education Protection Account	\$1,614,662.00	\$0.00	\$1,614,662.00	\$0.00
80190 LCFF/Revenue Limit State Aid - Prior Years	\$0.00	\$0.00	\$0.00	\$0.00
80410 Secured Rolls Tax	\$342,713.00	\$0.00	\$342,713.00	\$0.00
80440 Supplemental Taxes	\$0.00	\$0.00	\$0.00	\$0.00
Total LCFF Sources	\$5,744,933.00	\$0.00	\$5,744,933.00	\$0.00
Federal Revenues				
82900 All Other Federal Revenue	\$0.00	\$1,653,071.84	\$1,653,071.84	\$318,134.84
Total Federal Revenues	\$0.00	\$1,653,071.84	\$1,653,071.84	\$318,134.84
Other State Revenues				
85500 Mandated Cost Reimbursements	\$14,265.00	\$0.00	\$14,265.00	\$0.00
85600 State Lottery Revenue	\$68,591.00	\$22,406.00	\$90,997.00	(\$1,210.06)
85900 All Other State Revenue	\$3,000.00	\$543,465.26	\$546,465.26	(\$15,376.74)
Total Other State Revenues	\$85,856.00	\$565,871.26	\$651,727.26	(\$16,586.80)
Other Local Revenues				
86600 Interest	\$25,000.00	\$0.00	\$25,000.00	\$0.00
86620 Net Increase (Decrease) in the Fair Value of Investments	\$0.00	\$0.00	\$0.00	\$0.00
86990 All Other Local Revenue	\$25,000.00	\$76,917.00	\$101,917.00	\$0.00
Total Other Local Revenues	\$50,000.00	\$76,917.00	\$126,917.00	\$0.00
Total Revenues	\$5,880,789.00	\$2,295,860.10	\$8,176,649.10	\$301,548.04
Expenditures				
Certificated Salaries				
11000 Certificated Teachers' Salaries	\$1,894,012.00	\$407,486.00	\$2,301,498.00	\$108,936.21
Total				
				\$523,237.02

by Fund

	2021 - 2022 Working Thru 11/3/2021			2021 - 2022 Actual Thru 11/3/2021		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
010 General Fund						
11002 Substitute Teachers	\$45,000.00	\$0.00	\$45,000.00	\$3,875.00	\$0.00	\$3,875.00
12000 Certificated Pupil Support Salaries	\$109,575.00	\$0.00	\$109,575.00	\$35,119.00	\$0.00	\$35,119.00
13000 Certificated Supervisors and Administrators Salaries	\$212,400.00	\$4,500.00	\$216,900.00	\$86,144.32	\$4,498.20	\$90,642.52
19000 Other Certificated Salaries	\$7,000.00	\$0.00	\$7,000.00	\$2,000.00	\$0.00	\$2,000.00
Total Certificated Salaries	\$2,267,987.00	\$411,986.00	\$2,679,973.00	\$541,439.13	\$113,434.41	\$654,873.54
Classified Salaries						
21000 Classified Instructional Salaries	\$143,575.00	\$210,856.04	\$354,431.04	\$29,947.02	\$42,328.03	\$72,275.05
22000 Classified Support Salaries	\$223,875.00	\$102,261.25	\$326,136.25	\$64,846.89	\$34,825.09	\$99,671.98
23000 Classified Supervisors' and Administrators' Salaries	\$53,650.00	\$0.00	\$53,650.00	\$17,194.68	\$0.00	\$17,194.68
24000 Clerical, Technical and Office Staff Salaries	\$184,046.30	\$0.00	\$184,046.30	\$60,655.15	\$0.00	\$60,655.15
29000 Other Classified Salaries	\$0.00	\$137,643.52	\$137,643.52	\$0.00	\$42,868.50	\$42,868.50
Total Classified Salaries	\$605,146.30	\$450,760.81	\$1,055,907.11	\$172,643.74	\$120,021.62	\$292,665.36
Employee Benefits						
31010 State Teachers' Retirement System, certificated positions	\$386,769.20	\$306,335.23	\$693,104.43	\$91,297.64	\$18,904.70	\$110,202.34
31020 State Teachers' Retirement System, classified positions	\$2,150.00	\$1,244.78	\$3,394.78	\$655.67	\$655.67	\$1,311.34
32010 Public Employees Retirement System, certificated positions	\$0.00	\$224.00	\$224.00	\$137.46	\$0.00	\$137.46
32020 Public Employees' Retirement System, classified positions	\$137,175.00	\$95,440.19	\$232,615.19	\$35,819.41	\$22,915.35	\$58,734.76
33012 OASDI, Certificated Positions	\$25.00	\$145.00	\$170.00	\$111.60	\$93.00	\$204.60
33013 Medicare, Certificated Positions	\$33,239.50	\$5,942.18	\$39,181.68	\$7,829.90	\$1,644.81	\$9,474.71
33022 OASDI, classified positions	\$37,571.26	\$27,865.38	\$65,436.64	\$10,395.47	\$6,632.81	\$17,028.28
33023 Medicare, classified positions	\$8,884.83	\$6,757.08	\$15,641.91	\$2,487.36	\$1,740.31	\$4,227.67
34010 Health & Welfare Benefits, certificated positions	\$374,200.00	\$88,875.00	\$463,075.00	\$72,801.58	\$19,166.28	\$91,967.86
34020 Health & Welfare Benefits, classified positions	\$191,551.00	\$75,758.71	\$267,309.71	\$45,608.74	\$13,225.36	\$58,834.10
35010 State Unemployment Insurance, certificated positions	\$28,155.00	\$5,053.75	\$33,208.75	\$2,699.87	\$567.21	\$3,267.08
35020 State Unemployment Insurance, classified positions	\$7,553.74	\$5,093.52	\$12,647.26	\$857.69	\$600.10	\$1,457.79
36010 Worker's Compensation Insurance, certificated positions	\$51,544.50	\$9,323.93	\$60,868.43	\$10,532.37	\$2,212.50	\$12,744.87
36020 Worker's Compensation Insurance, classified positions	\$13,965.56	\$10,399.78	\$24,365.34	\$3,345.98	\$2,341.03	\$5,687.01
37010 OPEB, Allocated, certificated positions	\$45,566.08	\$8,352.42	\$53,918.50	\$8,743.87	\$1,825.06	\$10,568.93
37020 OPEB, Allocated, classified positions	\$13,838.01	\$10,240.52	\$24,078.53	\$2,777.60	\$1,931.03	\$4,708.63

Budget Comparison Report

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by Fund

	2021 - 2022 Working Thru 11/3/2021			2021 - 2022 Actual Thru 11/3/2021		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
010 General Fund						
37510 OPEB, Active Employees, certificated Positions	\$48,962.00	\$8,200.00	\$57,162.00	\$0.00	\$0.00	\$0.00
37520 OPEB, Active Employees, classified positions	\$15,237.00	\$6,625.00	\$21,862.00	\$0.00	\$0.00	\$0.00
39010 Other Benefits, certificated positions	\$133,328.04	\$0.00	\$133,328.04	\$133,328.04	\$0.00	\$133,328.04
Total Employee Benefits	\$1,529,715.72	\$671,876.47	\$2,201,592.19	\$429,430.25	\$94,455.22	\$523,885.47
Books and Supplies						
42000 Books and Other Reference Materials	\$0.00	\$40,000.00	\$40,000.00	\$0.00	\$13,717.50	\$13,717.50
43000 Materials and Supplies	\$166,700.00	\$308,017.03	\$474,717.03	\$104,094.09	\$39,704.12	\$143,798.21
44000 Non-Capitalized Equipment	\$56,560.95	\$51,000.00	\$107,560.95	\$19,913.28	\$50,267.27	\$70,180.55
Total Books and Supplies	\$223,260.95	\$399,017.03	\$622,277.98	\$124,007.37	\$103,688.89	\$227,696.26
Services, Other Operating Expenses						
52000 Travel and Conferences	\$9,100.00	\$1,168.00	\$10,268.00	\$2,050.68	\$93.97	\$2,144.65
53000 Dues and Memberships	\$8,200.00	\$0.00	\$8,200.00	\$1,965.26	\$0.00	\$1,965.26
54400 Pupil Insurance	\$1,100.00	\$0.00	\$1,100.00	\$0.00	\$0.00	\$0.00
54500 Other Insurance	\$48,000.00	\$0.00	\$48,000.00	\$51,363.00	\$0.00	\$51,363.00
55000 Operation and Housekeeping Services	\$90,000.00	\$0.00	\$90,000.00	\$46,090.76	\$0.00	\$46,090.76
56000 Rentals, Leases, Repairs and Non-Capitalized Improvements	\$54,000.00	\$35,000.00	\$89,000.00	\$18,669.62	\$1,402.43	\$20,072.05
57103 Transfers of Direct Costs - Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
58000 Professional/Consulting Services and Operating Expenditures	\$241,000.00	\$130,491.11	\$371,491.11	\$93,355.51	\$115,327.88	\$208,683.39
58009 Pension Penalties & Interest	\$500.00	\$0.00	\$500.00	\$0.06	\$0.00	\$0.06
59000 Communications	\$24,500.00	\$0.00	\$24,500.00	\$14,313.46	\$0.00	\$14,313.46
Total Services, Other Operating Expenses	\$476,400.00	\$166,659.11	\$643,059.11	\$227,808.35	\$116,824.28	\$344,632.63
Capital Outlay						
62000 Buildings and Improvement of Buildings	\$0.00	\$865,000.00	\$865,000.00	\$0.00	\$256,272.25	\$256,272.25
Total Capital Outlay	\$0.00	\$865,000.00	\$865,000.00	\$0.00	\$256,272.25	\$256,272.25
Other Outgo						
71420 Other Tuition, Excess Costs, and/or Deficits Payments to COE	\$800.00	\$0.00	\$800.00	\$1,386.01	\$0.00	\$1,386.01
74380 Debt Service - Interest	\$64,000.00	\$0.00	\$64,000.00	\$0.00	\$0.00	\$0.00
74390 Other Debt Service - Principal	\$258,341.00	\$0.00	\$258,341.00	\$72,941.00	\$0.00	\$72,941.00

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by Fund

	2021 - 2022 Working Thru 11/3/2021			2021 - 2022 Actual Thru 11/3/2021		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
010 General Fund						
Total Other Outgo	\$323,141.00	\$0.00	\$323,141.00	\$74,327.01	\$0.00	\$74,327.01
Direct Support/Indirect Costs						
73100 Transfers of Indirect Costs	(\$12,245.00)	\$13,361.00	\$1,116.00	\$0.00	\$0.00	\$0.00
Total Direct Support/Indirect Costs	(\$12,245.00)	\$13,361.00	\$1,116.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$5,413,405.97	\$2,978,660.42	\$8,392,066.39	\$1,569,655.85	\$804,696.67	\$2,374,352.52
Excess (Deficiency) of Revenues	\$467,383.03	(\$682,800.32)	(\$215,417.29)	(\$41,247.73)	(\$503,148.63)	(\$544,396.36)
Other Financing Sources/Uses						
Contributions						
89800 Contributions from Unrestricted Resources	(\$695,000.00)	\$695,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Contributions	(\$695,000.00)	\$695,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources/Uses	(\$695,000.00)	\$695,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Increase (Decrease) in Fund	(\$227,616.97)	\$12,199.68	(\$215,417.29)	(\$41,247.73)	(\$503,148.63)	(\$544,396.36)
Beginning Balance						
Assets						
91100 Cash in County Treasury	\$2,797,607.26	\$410,653.73	\$3,208,260.99	\$2,797,607.26	\$410,653.73	\$3,208,260.99
91110 Fair Value Adjustment to Cash in County Treasury	\$27,778.07	\$0.00	\$27,778.07	\$27,778.07	\$0.00	\$27,778.07
92001 Accounts Receivable Clearing	\$17,284.70	\$147,976.22	\$165,260.92	\$17,284.70	\$147,976.22	\$165,260.92
92009 County Wide Receivables - by COE	\$996,848.28	\$0.00	\$996,848.28	\$996,848.28	\$0.00	\$996,848.28
93100 Due From Other Funds	\$168.93	\$0.00	\$168.93	\$168.93	\$0.00	\$168.93
Total Assets	\$3,839,687.24	\$558,629.95	\$4,398,317.19	\$3,839,687.24	\$558,629.95	\$4,398,317.19
Liabilities						
95009 County Wide Liabilities - by COE	\$425,686.52	\$0.00	\$425,686.52	\$425,686.52	\$0.00	\$425,686.52
95010 Accounts Payable Clearing	\$49,180.01	\$94,169.59	\$143,349.60	\$49,180.01	\$94,169.59	\$143,349.60
95013 Deferred Wages Payable	\$138,393.01	\$0.00	\$138,393.01	\$138,393.01	\$0.00	\$138,393.01
95025 State Unemployment Insurance Payable	\$457.16	\$0.00	\$457.16	\$457.16	\$0.00	\$457.16
95051 Outlawed Employee Refunds & Voluntary Deductions	\$3,055.20	\$0.00	\$3,055.20	\$3,055.20	\$0.00	\$3,055.20

Budget Comparison Report

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by Fund

	2021 - 2022 Working Thru 11/3/2021			2021 - 2022 Actual Thru 11/3/2021		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
010 General Fund						
Total Liabilities	\$0.00	\$0.00	\$0.00	(\$47,817.48)	\$0.00	(\$47,817.48)
Total Ending Balance	\$2,994,842.00	\$423,638.12	\$3,418,480.12	\$3,181,211.24	(\$91,710.19)	\$3,089,501.05
Components of Ending Fund Balance						
Fund Balance, Nonspendable						
97200 Reserve for Encumbrances	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Fund Balance, Nonspendable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance, Unassigned						
97890 Reserve for Economic Uncertainties	\$302,872.21	\$0.00	\$302,872.21	\$302,872.21	\$0.00	\$302,872.21
97900 Undesignated/Unappropriated	(\$349,837.17)	\$25,626.37	(\$324,210.80)	(\$163,467.93)	(\$489,721.94)	(\$653,189.87)
97910 Beginning Fund Balance	\$3,222,458.97	\$411,438.44	\$3,633,897.41	\$3,222,458.97	\$411,438.44	\$3,633,897.41
Total Fund Balance, Unassigned	\$3,175,494.01	\$437,064.81	\$3,612,558.82	\$3,361,863.25	(\$78,283.50)	\$3,283,579.75
Budgetary and Other Accounts						
98100 Estimated Revenue	(\$5,592,075.00)	(\$2,940,792.18)	(\$8,532,867.18)	(\$5,592,075.00)	(\$2,940,792.18)	(\$8,532,867.18)
98200 Appropriations	\$5,411,422.99	\$2,927,365.49	\$8,338,788.48	\$5,411,422.99	\$2,927,365.49	\$8,338,788.48
98300 Encumbrances	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Budgetary and Other Accounts	(\$180,652.01)	(\$13,426.69)	(\$194,078.70)	(\$180,652.01)	(\$13,426.69)	(\$194,078.70)
Total Components of Ending Fund Balance	\$2,994,842.00	\$423,638.12	\$3,418,480.12	\$3,181,211.24	(\$91,710.19)	\$3,089,501.05

County Fund	District Number	Fund	Current Cash 9110	Previous Total Payroll Objects	Percentage (%)
636	36	0100 General Fund	\$2,893,252.40	\$442,795.78	653.41
ASM	36	1300 Cafeteria Special Revenue Fund	\$59,190.44	\$20,003.72	295.90
None	36	2110 Building Fund #1	\$0.00		
ATQ	36	2510 Developer Fees Fund	\$38,136.23		
ADO	36	3510 County School Facilities Fund - Modernization	\$157,287.98		
None	36	5610 Non-Treasury Debt Service COP/Revenue Bonds	\$0.00		
None	36	5620 Non-Treasury Debt Service COP/Revenue Bonds #2	\$0.00		
Report Total			\$3,147,867.05		

Budget Revision Report

Bdg Revision Final

Control Number: 110332370

Fund:	0100	General Fund	Account Classification	Approved / Revised	Change Amount	Proposed Budget
Revenues						
LCFF Sources						
			010-00000-0-00000-00000-80110-0	\$3,738,844.00	\$48,714.00	\$3,787,558.00
Federal Revenues						
			010-32160-0-00000-00000-82900-0	\$0.00	\$54,105.00	\$54,105.00
			010-32170-0-00000-00000-82900-0	\$0.00	\$12,415.00	\$12,415.00
			010-32180-0-00000-00000-82900-0	\$0.00	\$35,244.00	\$35,244.00
			010-32190-0-00000-00000-82900-0	\$0.00	\$60,756.00	\$60,756.00
			010-40350-0-00000-00000-82900-0	\$28,655.00	(\$28,398.89)	\$256.11
			010-40350-1-00000-00000-82900-0	\$0.00	\$28,523.00	\$28,523.00
			010-40350-2-00000-00000-82900-0	\$0.00	\$25,660.00	\$25,660.00
			010-41270-0-00000-00000-82900-0	\$24,871.00	(\$24,871.00)	\$0.00
			010-41270-1-00000-00000-82900-0	\$0.00	\$12,188.00	\$12,188.00
			010-41270-2-00000-00000-82900-0	\$0.00	\$23,742.00	\$23,742.00
			010-42030-0-00000-00000-82900-0	\$36,534.00	(\$36,534.00)	\$0.00
			010-42030-1-00000-00000-82900-0	\$0.00	\$17,414.81	\$17,414.81
			010-42030-2-00000-00000-82900-0	\$0.00	\$32,058.00	\$32,058.00
Total:				\$90,060.00	\$212,301.92	\$302,361.92
Other State Revenues						
			010-74250-0-00000-00000-85900-0	\$283,263.00	(\$114,934.00)	\$168,329.00
			010-74260-0-00000-00000-85900-0	\$83,950.00	(\$47,300.00)	\$36,650.00
Total:				\$367,213.00	(\$162,234.00)	\$204,979.00
Total Revenues						
Expenditures				\$4,196,117.00	\$98,781.92	\$4,294,898.92
Certificated Salaries						
			010-07200-0-00000-72000-19000-0	\$0.00	\$1,000.00	\$1,000.00
			010-30100-0-11350-10000-11000-0	\$39,525.00	(\$39,525.00)	\$0.00
			010-30100-0-11350-27000-13000-0	\$4,500.00	(\$4,500.00)	\$0.00

Budget Revision Report

Control Number: 110332370

Account Classification	Approved / Revised	Change Amount	Proposed Budget
010-30100-2-11350-10000-11000-0	\$0.00	\$39,525.00	\$39,525.00
010-30100-2-11350-27000-13000-0	\$0.00	\$4,500.00	\$4,500.00
010-42030-2-11100-10000-11000-0	\$0.00	\$28,843.00	\$28,843.00
010-74250-0-11100-10000-11000-0	\$165,063.00	(\$55,063.00)	\$110,000.00
Total:	\$209,088.00	(\$25,220.00)	\$183,868.00
Classified Salaries			
010-07200-0-00000-72000-24000-0	\$0.00	\$746.30	\$746.30
010-30100-0-11100-10000-21000-0	\$151,148.00	(\$151,148.00)	\$0.00
010-30100-0-11100-10000-29000-0	\$32,525.00	(\$32,525.00)	\$0.00
010-30100-0-11350-10000-21000-0	\$1,575.00	(\$1,575.00)	\$0.00
010-30100-1-11100-10000-21000-0	\$0.00	\$10,341.32	\$10,341.32
010-30100-1-11100-10000-29000-0	\$0.00	\$5,568.52	\$5,568.52
010-30100-2-11100-10000-21000-0	\$0.00	\$151,148.00	\$151,148.00
010-30100-2-11100-10000-29000-0	\$0.00	\$32,525.00	\$32,525.00
010-30100-2-11350-10000-21000-0	\$0.00	\$1,575.00	\$1,575.00
010-42030-2-11100-10000-21000-0	\$0.00	\$900.00	\$900.00
010-74260-0-11100-10000-21000-0	\$61,500.00	(\$34,500.00)	\$27,000.00
Total:	\$246,748.00	(\$16,943.86)	\$229,804.14
Employee Benefits			
010-07200-0-00000-72000-31010-0	\$0.00	\$169.20	\$169.20
010-07200-0-00000-72000-33013-0	\$0.00	\$14.50	\$14.50
010-07200-0-00000-72000-33022-0	\$0.00	\$46.26	\$46.26
010-07200-0-00000-72000-33023-0	\$0.00	\$10.83	\$10.83
010-07200-0-00000-72000-35010-0	\$0.00	\$5.00	\$5.00
010-07200-0-00000-72000-35020-0	\$0.00	\$3.74	\$3.74
010-07200-0-00000-72000-36010-0	\$0.00	\$19.50	\$19.50
010-07200-0-00000-72000-36020-0	\$0.00	\$14.56	\$14.56
010-07200-0-00000-72000-37010-0	\$0.00	\$16.08	\$16.08
010-07200-0-00000-72000-37020-0	\$0.00	\$12.01	\$12.01
010-07200-0-11100-10000-37510-0	\$4,675.00	(\$4,675.00)	\$0.00
010-30100-0-11100-10000-32020-0	\$43,150.00	(\$43,150.00)	\$0.00
010-30100-0-11100-10000-33022-0	\$12,075.00	(\$12,075.00)	\$0.00
010-30100-0-11100-10000-33023-0	\$2,825.00	(\$2,825.00)	\$0.00

Budget Revision Report

Bdg Revision Final

Control Number: 110332370

Account Classification	Approved / Revised	Change Amount	Proposed Budget
010-30100-0-11100-10000-34020-0	\$8,700.00	(\$8,700.00)	\$0.00
010-30100-0-11100-10000-35020-0	\$2,400.00	(\$2,400.00)	\$0.00
010-30100-0-11100-10000-36020-0	\$4,475.00	(\$4,475.00)	\$0.00
010-30100-0-11100-10000-37020-0	\$4,475.00	(\$4,475.00)	\$0.00
010-30100-0-11100-10000-37520-0	\$1,225.00	(\$1,225.00)	\$0.00
010-30100-0-11350-10000-31010-0	\$6,000.00	(\$6,000.00)	\$0.00
010-30100-0-11350-10000-31020-0	\$700.00	(\$700.00)	\$0.00
010-30100-0-11350-10000-32010-0	\$224.00	(\$224.00)	\$0.00
010-30100-0-11350-10000-32020-0	\$350.00	(\$350.00)	\$0.00
010-30100-0-11350-10000-33012-0	\$145.00	(\$145.00)	\$0.00
010-30100-0-11350-10000-33013-0	\$575.00	(\$575.00)	\$0.00
010-30100-0-11350-10000-33022-0	\$100.00	(\$100.00)	\$0.00
010-30100-0-11350-10000-33023-0	\$25.00	(\$25.00)	\$0.00
010-30100-0-11350-10000-35010-0	\$500.00	(\$500.00)	\$0.00
010-30100-0-11350-10000-35020-0	\$25.00	(\$25.00)	\$0.00
010-30100-0-11350-10000-36010-0	\$925.00	(\$925.00)	\$0.00
010-30100-0-11350-10000-36020-0	\$50.00	(\$50.00)	\$0.00
010-30100-0-11350-10000-37010-0	\$630.00	(\$630.00)	\$0.00
010-30100-0-11350-10000-37020-0	\$20.00	(\$20.00)	\$0.00
010-30100-0-11350-10000-31010-0	\$730.00	(\$730.00)	\$0.00
010-30100-0-11350-27000-33013-0	\$70.00	(\$70.00)	\$0.00
010-30100-0-11350-27000-35010-0	\$25.00	(\$25.00)	\$0.00
010-30100-0-11350-27000-36010-0	\$90.00	(\$90.00)	\$0.00
010-30100-0-11350-27000-37010-0	\$75.00	(\$75.00)	\$0.00
010-30100-1-11100-10000-31020-0	\$0.00	\$255.18	\$255.18
010-30100-1-11100-10000-32020-0	\$0.00	\$3,299.42	\$3,299.42
010-30100-1-11100-10000-33022-0	\$0.00	\$892.90	\$892.90
010-30100-1-11100-10000-33023-0	\$0.00	\$230.70	\$230.70
010-30100-1-11100-10000-34020-0	\$0.00	\$631.91	\$631.91
010-30100-1-11100-10000-35020-0	\$0.00	\$79.56	\$79.56
010-30100-1-11100-10000-36020-0	\$0.00	\$310.33	\$310.33
010-30100-1-11100-10000-37020-0	\$0.00	\$255.98	\$255.98
010-30100-2-11100-10000-32020-0	\$0.00	\$43,150.00	\$43,150.00
010-30100-2-11100-10000-33022-0	\$0.00	\$12,075.00	\$12,075.00
010-30100-2-11100-10000-33023-0	\$0.00	\$2,825.00	\$2,825.00

Budget Revision Report

Bdg Revision Final

Control Number: 110332370

Account Classification	Approved / Revised	Change Amount	Proposed Budget
010-30100-2-11100-10000-34020-0	\$0.00	\$8,700.00	\$8,700.00
010-30100-2-11100-10000-35020-0	\$0.00	\$2,400.00	\$2,400.00
010-30100-2-11100-10000-36020-0	\$0.00	\$4,475.00	\$4,475.00
010-30100-2-11100-10000-37020-0	\$0.00	\$4,475.00	\$4,475.00
010-30100-2-11100-10000-37520-0	\$0.00	\$1,225.00	\$1,225.00
010-30100-2-11350-10000-31010-0	\$0.00	\$6,000.00	\$6,000.00
010-30100-2-11350-10000-31020-0	\$0.00	\$700.00	\$700.00
010-30100-2-11350-10000-32010-0	\$0.00	\$224.00	\$224.00
010-30100-2-11350-10000-32020-0	\$0.00	\$350.00	\$350.00
010-30100-2-11350-10000-33012-0	\$0.00	\$145.00	\$145.00
010-30100-2-11350-10000-33013-0	\$0.00	\$575.00	\$575.00
010-30100-2-11350-10000-33022-0	\$0.00	\$100.00	\$100.00
010-30100-2-11350-10000-33023-0	\$0.00	\$25.00	\$25.00
010-30100-2-11350-10000-35010-0	\$0.00	\$500.00	\$500.00
010-30100-2-11350-10000-35020-0	\$0.00	\$25.00	\$25.00
010-30100-2-11350-10000-36010-0	\$0.00	\$925.00	\$925.00
010-30100-2-11350-10000-36020-0	\$0.00	\$50.00	\$50.00
010-30100-2-11350-10000-37010-0	\$0.00	\$630.00	\$630.00
010-30100-2-11350-10000-37020-0	\$0.00	\$20.00	\$20.00
010-30100-2-11350-27000-31010-0	\$0.00	\$730.00	\$730.00
010-30100-2-11350-27000-33013-0	\$0.00	\$70.00	\$70.00
010-30100-2-11350-27000-35010-0	\$0.00	\$25.00	\$25.00
010-30100-2-11350-27000-36010-0	\$0.00	\$90.00	\$90.00
010-30100-2-11350-27000-37010-0	\$0.00	\$75.00	\$75.00
010-42030-2-11100-10000-31010-0	\$0.00	\$4,575.00	\$4,575.00
010-42030-2-11100-10000-32020-0	\$0.00	\$170.00	\$170.00
010-42030-2-11100-10000-33013-0	\$0.00	\$400.00	\$400.00
010-42030-2-11100-10000-33022-0	\$0.00	\$51.00	\$51.00
010-42030-2-11100-10000-33023-0	\$0.00	\$12.00	\$12.00
010-42030-2-11100-10000-35010-0	\$0.00	\$350.00	\$350.00
010-42030-2-11100-10000-35020-0	\$0.00	\$5.00	\$5.00
010-42030-2-11100-10000-36010-0	\$0.00	\$625.00	\$625.00
010-42030-2-11100-10000-36020-0	\$0.00	\$16.00	\$16.00
010-42030-2-11100-10000-37010-0	\$0.00	\$625.00	\$625.00
010-42030-2-11100-10000-37020-0	\$0.00	\$14.00	\$14.00

Budget Revision Report

Control Number: 110332370

Account Classification	Approved / Revised	Change Amount	Proposed Budget
010-74250-0-11100-10000-31010-0	\$27,125.00	(\$8,513.00)	\$18,612.00
010-74250-0-11100-10000-33013-0	\$2,325.00	(\$730.00)	\$1,595.00
010-74250-0-11100-10000-34010-0	\$43,525.00	(\$15,575.00)	\$27,950.00
010-74250-0-11100-10000-35010-0	\$1,975.00	(\$622.00)	\$1,353.00
010-74250-0-11100-10000-36010-0	\$3,700.00	(\$1,244.00)	\$2,456.00
010-74250-0-11100-10000-37010-0	\$3,700.00	(\$1,930.00)	\$1,770.00
010-74250-0-11100-10000-37510-0	\$5,850.00	(\$5,850.00)	\$0.00
010-74260-0-11100-10000-32020-0	\$14,100.00	(\$7,914.00)	\$6,186.00
010-74260-0-11100-10000-33022-0	\$3,825.00	(\$2,150.00)	\$1,675.00
010-74260-0-11100-10000-33023-0	\$900.00	(\$508.00)	\$392.00
010-74260-0-11100-10000-35020-0	\$775.00	(\$451.00)	\$324.00
010-74260-0-11100-10000-36020-0	\$1,425.00	(\$898.00)	\$527.00
010-74260-0-11100-10000-37020-0	\$1,425.00	(\$879.00)	\$546.00
Total:	\$205,909.00	(\$38,828.34)	\$167,080.66

Books and Supplies

010-00008-0-00000-31400-43000-0	\$0.00	\$500.00	\$500.00
010-07200-0-11100-24203-43000-0	\$1,100.00	\$1,100.00	\$2,200.00
010-07200-0-11100-24203-44000-0	\$2,500.00	\$1,000.00	\$3,500.00
010-07200-0-11100-39000-43000-0	\$1,000.00	\$1,000.00	\$2,000.00
010-32160-0-11100-10000-43000-0	\$0.00	\$54,105.00	\$54,105.00
010-32170-0-11100-10000-43000-0	\$0.00	\$12,415.00	\$12,415.00
010-32180-0-11100-10000-43000-0	\$0.00	\$35,244.00	\$35,244.00
010-32190-0-11100-10000-43000-0	\$0.00	\$60,756.00	\$60,756.00
010-41270-0-11100-10000-43000-0	\$14,871.00	(\$14,871.00)	\$0.00
010-41270-1-11100-10000-43000-0	\$0.00	\$12,188.00	\$12,188.00
010-63000-0-11100-10000-42000-0	\$50,000.00	(\$10,000.00)	\$40,000.00
010-90100-0-11100-10000-43000-0	\$0.00	\$4,000.00	\$4,000.00
Total:	\$69,471.00	\$157,437.00	\$226,908.00

Services, Other Operating Expenses

010-07200-0-11100-39000-58000-0	\$1,000.00	\$1,000.00	\$2,000.00
010-40350-0-11100-10000-58000-0	\$28,655.00	(\$28,398.89)	\$256.11
010-40350-1-11100-10000-58000-0	\$0.00	\$28,523.00	\$28,523.00
010-41270-0-11100-10000-58000-0	\$10,000.00	(\$10,000.00)	\$0.00

Budget Revision Report

Bdg Revision Final

Control Number: 110332370

Account Classification	Approved / Revised	Change Amount	Proposed Budget
010-63000-0-11100-10000-58000-0	\$0.00	\$10,000.00	\$10,000.00
010-74250-0-11100-31300-58000-0	\$30,000.00	(\$25,407.00)	\$4,593.00
Total:	\$69,655.00	(\$24,282.89)	\$45,372.11
Direct Support/Indirect Costs			
010-30100-0-00000-72100-73100-0	\$11,129.00	(\$11,129.00)	\$0.00
010-30100-2-00000-72100-73100-0	\$0.00	\$11,129.00	\$11,129.00
010-42030-2-00000-72100-73100-0	\$0.00	\$1,116.00	\$1,116.00
Total:	\$11,129.00	\$1,116.00	\$12,245.00
Total Expenditures	\$812,000.00	\$53,277.91	\$865,277.91
Other Financing Sources/Uses			
Contributions			
010-00000-0-00000-00000-89800-0	(\$1,689,113.00)	(\$455,000.00)	(\$2,144,113.00)
Total:	(\$1,689,113.00)	(\$455,000.00)	(\$2,144,113.00)

Budgeted Unappropriated Fund Balance before this adjustment: **\$3,827,976.11**

Total Adjustment to Unappropriated Fund Balance: **(\$409,495.99)**

Budgeted Unappropriated Fund Balance after this adjustment: **\$3,418,480.12**

Budget Revision Report

Control Number: 110332370

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Fund: 1300 Cafeteria Special Revenue Fund Expenditures			
Employee Benefits			
130-53100-0-00000-82000-34020-0	\$0.00	\$1,000.00	\$1,000.00
Total:	\$0.00	\$1,000.00	\$1,000.00
Total Expenditures	\$0.00	\$1,000.00	\$1,000.00

Budgeted Unappropriated Fund Balance before this adjustment:

Total Adjustment to Unappropriated Fund Balance:

Budgeted Unappropriated Fund Balance after this adjustment:

\$56,774.89
(\$1,000.00)
\$55,774.89

Budget Revision Report

Control Number: 110332370

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Fund: 3510 County School Facilities Fund - Modernization Revenues			
Other Local Revenues			
351-77100-0-00000-00000-86600-0	\$0.00	\$1,000.00	\$1,000.00
Total Revenues			
Expenditures			
Services, Other Operating Expenses			
351-77100-0-00000-85000-58000-0	\$17,000.00	\$33,000.00	\$50,000.00
Total Expenditures			
	Total:	\$189,408.74	\$50,000.00
		(\$32,000.00)	
		\$157,408.74	

Budget Revision Report

Control Number: 110332370

Account Classification Approved / Revised Change Amount Proposed Budget

At a meeting of the school board on _____, the board approved the above budget account lines change to those amounts indicated in the proposed budget column.

Authorized by: _____
(County Office Use Only)
Updated at County Office on ____/____/____ by _____

Educator Effectiveness Block Grant 2021

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Pleasant View School District	Mark Odsather Superintendent	marko@pleasant-view.k12.ca.us 5597895840

The Educator Effectiveness Block Grant (EEBG) is a program providing funds to county offices of education, school districts, charter schools, and state special schools to provide professional learning and to promote educator equity, quality, and effectiveness.

As a condition of receiving funds for educator effectiveness, LEAs shall develop and adopt a plan for expenditure of funds, which requires the plan to be explained in a public meeting of the governing board of the school district, county board of education, or governing body of the charter school before its adoption in a subsequent meeting. Funds may be expended for the purposes identified in Assembly Bill 130, Chapter 44, Section 22 and Assembly Bill 167, Chapter 252, Section 9 and mentioned below in the "Planned Use of Funds" section. These expenditures may take place over fiscal years 2021–22, 2022–23, 2023–24, 2024–25, and 2025–26. LEAs may use these allocated funds to provide professional learning for teachers, administrators, paraprofessionals who work with students, and classified staff that interact with students in order to promote educator equity, quality, and effectiveness. The funding is distributed in an equal amount per unit of full-time equivalent certificated and classified staff as reported in California Longitudinal Pupil Achievement Data and California Basic Educational Data System for the 2020–21 fiscal year. This funding for certificated and classified staff shall not exceed the total certificated staff and classified staff count.

Expenditure Plan

Total Educator Effectiveness Block Grant funds awarded to the LEA
135000

The following table provides the LEA's expenditure plan for how it will use EEBG funds to provide professional learning for teachers, administrators, paraprofessionals who work with students, and classified staff that interact with students in order to promote educator equity, quality, and effectiveness. The allowable use categories are listed below.

Allowable Use of Funds	Planned Use of Funds (Actions)	Planned Expenditures
1. Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized	Pleasant View Elementary School District will implement the following: Coaching and mentoring of staff serving in an instructional setting as a beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address our need for teachers that can serve all pupil populations. With this support, our focus will be to retain	20,000

Allowable Use of Funds	Planned Use of Funds (Actions)	Planned Expenditures
<p>around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision making skills, improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.</p>	<p>and support teachers. Our Demographics clearly show the need to have diverse and trained staff to instruct our students. We will offer structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience conducive to instruction for all students with equity and parity</p>	
<p>2. Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.</p>	<p>Pleasant View Elementary School District will implement and support programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science</p>	80,000
<p>3. Practices and strategies that reengage pupils and lead to accelerated learning.</p>	<p>Pleasant View Elementary School District implement and adopt practices and strategies that reengage pupils and lead to accelerated learning. This will focus on the areas where learning loss is exhibited as well as social emotional supports for staff and students.</p>	5,000
<p>4. Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.</p>	<p>Pleasant View Elementary School District will support and implement strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being. A committee to address suicide protocols is and will be implemented to all consistency is support for our students and to assure staff feel confident in addressing these crucial issues</p>	15,000
<p>5. Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral</p>	<p>N/A</p>	0

Allowable Use of Funds	Planned Use of Funds (Actions)	Planned Expenditures
<p>supports, multitiered systems of support, transforming a school's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.</p>		
<p>6. Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.</p>	<p>Pleasant View Elementary School District will implement and support strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs. The needs we see at this point are: English Language Development skills, Students with disabilities, students needing acceleration, and social-emotional student needs.</p>	5,000
<p>7. Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas and building and strengthening capacity to increase bilingual and biliterate proficiency.</p>	<p>Pleasant View Elementary School District will implement and continue to support instruction and education experiences that support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas and building and strengthening capacity to increase bilingual and bi-literate proficiency.</p>	5,000
<p>8. New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).</p>	<p>Pleasant View Elementary School District will implement and support new professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c). These learning networks will be established with grade level teams as well as with cross grade teams.</p>	5,000

Allowable Use of Funds	Planned Use of Funds (Actions)	Planned Expenditures
9. Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.	N/A	0
10. Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.	N/A	0
Subtotal		135,000.00

Educator Effectiveness Block Grant Plan Instructions

Introduction

A program providing funds to county offices of education, school districts, charter schools, and state special schools to provide professional learning and to promote educator equity, quality, and effectiveness.

For additional information regarding Educator Effectiveness Block Grant funding please see the web page at <https://www.cde.ca.gov/fg/aa/ca/educatoreffectiveness.asp>.

Purpose and Requirements

As noted in the Introduction, a program providing funds to county offices of education, school districts, charter schools, and state special schools to provide professional learning and to promote educator equity, quality, and effectiveness:

- To ensure professional development meets educator and pupil needs, local educational agencies are **encouraged to allow school site and content staff to identify the topic or topics of professional learning**. Professional learning provided pursuant to this section shall do both of the following:
 - Be **content focused**, incorporate **active learning**, support **collaboration**, use **models** of effective practice, provide **coaching** and **expert support**, offer **feedback and reflection**, and be of **sustained duration**.
 - As applicable, be aligned to the **academic content standards** adopted pursuant to Sections 51226, 60605, 60605.1, 60605.2, 60605.3, 60605.4, 60605.8, and 60605.11, and the model curriculum adopted pursuant to Section 51226.7, as those sections read on June 30, 2020, and former Section 60605.85, as that section read on June 30, 2014.

Areas that to be considered for funding as outlined in Education Code include:

- (1) **Coaching and mentoring** of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.
- (2) Programs that lead to effective, **standards-aligned instruction** and improve **instruction in literacy** across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.
- (3) Practices and strategies that **reengage pupils** and lead to **accelerated learning**.
- (4) Strategies to implement **social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services**, and other approaches that improve pupil well-being.

- (5) Practices to create a **positive school climate**, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a school's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.
- (6) Strategies to improve **inclusive practices**, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.
- (7) Instruction and education to support implementing **effective language acquisition** programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.
- (8) New **professional learning networks** for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c) - see *slide 12 for subdivision (c)*.
- (9) Instruction, education, and strategies to incorporate **ethnic studies** curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.
- (10) Instruction, education, and strategies for certificated and classified educators in **early childhood education, or childhood development**.

Instructions to complete the template:

Total Educator Effectiveness Block Grant funds awarded to the LEA

Provide the total amount of Educator Effectiveness Block Grant funds the LEA is awarded.

Allowable Use of Funds Table

The table is in three parts, **Allowable Use of Funds**, **Planned Use of Funds (Actions)**, and **Planned Expenditures**. Data is only required in the **Planned Use of Funds** and **Planned Expenditures** columns.

(1) Allowable Use of Funds

The LEA must specify the amount of EEBG funds that it intends to use to implement a planned action. This column is prepopulated with the allowable uses of funds. There is no need to input additional information in this column.

(2) Planned Use of Funds (Actions)

- Provide a description of the action(s) the LEA will implement using EEBG funds. The description can be brief and/or in list form. Include the group that will receive the professional learning (teachers, administrators, paraprofessionals who work with students and classified staff that interact with students).

- An LEA has the flexibility to include planned use of funds/actions described in one or more areas list under **Allowable Use of Funds**. It is not required to include actions for every allowable use of funds listed.

(3) Planned Expenditures

Specify the amount of funds the LEA plans to expend to implement the action(s). The amount of funds included in this section should reflect the total funds planned to be expended over the life of the grant.

Fiscal Requirements

As a condition of receiving funds, a school district, COE, charter school, or state special school shall do **both** of the following:

- On or before **December 30, 2021**, develop and adopt a plan delineating the expenditure of funds apportioned pursuant to this section, including the professional development of teachers, administrators, paraprofessionals, and classified staff. The plan shall be **presented in a public meeting of the governing board** of the school district, county board of education, or governing body of the charter school, **before its adoption in a subsequent public meeting**.
- On or before **September 30, 2026**, **report detailed expenditure information** to CDE, including, but not limited to, **specific purchases made and the number of teachers, administrators, paraprofessional educators, or classified staff** that received professional development. The CDE shall determine the format for this report.

Funding apportioned pursuant to this section is subject to the **annual audits** required by Section 41020.

Tulare County Office of Education
Order to Pay/Payroll Transmittal

Form PS04P - Payroll

Month/Day/Year: 10/6/21

Instructions

Only Districts that submit payroll to TCOE for input will use this form. This form serves as a transmittal document and an Order from an authorized District employee for payment of payroll. The total amount of Gross Payroll indicated on the form must agree with the Payroll Input Work Sheet submitted with the PS04P Form.

Districts that perform their own payroll input will sign and submit the Order to Pay on the last page of their Payroll Final printout rather than use this form.

TCOE Personnel will input the Personnel Data from the PS01 Form for all Districts that do not have access to the computer system. Districts should check the box at the bottom of Form PS01 indicating if the Personnel Data has already been input.

Document	Certificate Payroll	Classified Payroll
Payroll Input W/S Enclosed	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
Form PS01 Employee Personnel Data Sheets	No. Enclosed <u>0</u>	No. Enclosed <u>3</u>
Form PS02 Voluntary Deductions	No. Enclosed <u>0</u>	No. Enclosed <u>0</u>
Form PS03 Employee Distribution Additions	No. Enclosed <u>2</u>	No. Enclosed <u>2</u>
Form W-4 Withholding	No. Enclosed <u>0</u>	No. Enclosed <u>3 3/3</u>
Automatic Payroll Deposit Form Authorization	No. Enclosed <u>0</u>	No. Enclosed <u>1</u>
PERS Action Form		No. Enclosed <u>1</u>
Total Gross Payroll Must attach Adding Machine Tape	Total Amount \$ <u>4,955.⁰⁰</u>	Total Amount \$ <u>50,839.76</u>

The PLEASANT VIEW ELEMENTARY School District hereby orders that payment be made to each of the employees of the district in the amounts indicated as per the following attached schedules and that County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Nancy Baxter
 District Authorized Signature

10/6/21
 Date

TCOE Processing

Verify inclusion of number of documents indicated. Verify agreement of adding machine tape to Total Gross Payroll on form. If separate staff members input Certificated and Classified payroll, make copy of this form for other staff member. If any PS01 forms require Personnel Data input, they should be sent to TCOE Personnel for handling. Make copy of form to verify the Final Payroll Register totals before release of Payroll to District.

Date Received by TCOE / /

Received & Processed By _____

Tulare County Office of Education
Order to Pay/Payroll Transmittal

Form PS04P - Payroll

Month/Day/Year: 10/19/21

Instructions

Only Districts that submit payroll to TCOE for input will use this form. This form serves as a transmittal document and an Order from an authorized District employee for payment of payroll. The total amount of Gross Payroll indicated on the form must agree with the Payroll Input Work Sheet submitted with the PS04P Form.

Districts that perform their own payroll input will sign and submit the Order to Pay on the last page of their Payroll Final printout rather than use this form.

TCOE Personnel will input the Personnel Data from the PS01 Form for all Districts that do not have access to the computer system. Districts should check the box at the bottom of Form PS01 indicating if the Personnel Data has already been input.

Document	Certificate Payroll	Classified Payroll
Payroll Input W/S Enclosed	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
Form PS01 Employee Personnel Data Sheets	No. Enclosed <u>0</u>	No. Enclosed <u>0</u>
Form PS02 Voluntary Deductions	No. Enclosed <u>1</u>	No. Enclosed <u>2</u>
Form PS03 Employee Distribution Additions	No. Enclosed <u>0</u>	No. Enclosed <u>0</u>
Form W-4 Withholding	No. Enclosed <u>1 / DE4 (1)</u>	No. Enclosed <u>2 / DE4 (2)</u>
Automatic Payroll Deposit Form Authorization	No. Enclosed <u>0</u>	No. Enclosed <u>0</u>
PERS Action Form		No. Enclosed <u>0</u>
Total Gross Payroll Must attach Adding Machine Tape	Total Amount \$ <u>200,649.88</u>	Total Amount \$ <u>54,396.87</u>

The PLEASANT VIEW ELEMENTARY School District hereby orders that payment be made to each of the employees of the district in the amounts indicated as per the following attached schedules and that County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Angie Baxter District Authorized Signature 10.19.21 Date

TCOE Processing

Verify inclusion of number of documents indicated. Verify agreement of adding machine tape to Total Gross Payroll on form. If separate staff members input Certificated and Classified payroll, make copy of this form for other staff member. If any PS01 forms require Personnel Data input, they should be sent to TCOE Personnel for handling. Make copy of form to verify the Final Payroll Register totals before release of Payroll to District.

Date Received by TCOE _____ / _____ / _____

Received & Processed By _____

MANGINI

ARCHITECTURE
INGENUITY

McLAIN BARENG MORRELLI SCOTT

MANGINI ASSOCIATES INC.

4320 West Mineral King Avenue
Visalia, California 93291

www.mangini.us

(559) 627-0530 *Office*
(559) 627-1926 *Fax*

Architect's Project No.: 2167

**AGREEMENT BETWEEN
OWNER AND ARCHITECT FOR**

**MODERNIZATION AT
PLEASANT VIEW WEST ELEMENTARY SCHOOL**

AGREEMENT made as of October 18, 2021

BETWEEN the **Owner** (hereafter referred to as Owner):

PLEASANT VIEW SCHOOL DISTRICT

14004 Road 184
Porterville, CA 93257

and the **Architect** (hereafter referred to as Architect):

MANGINI ASSOCIATES INC.

4320 W. Mineral King Avenue
Visalia, CA 93291

For the following **Project**:

MODERNIZATION AT PLEASANT VIEW WEST ELEMENTARY SCHOOL

14004 Road 184
Porterville, CA 93257

The Owner and the Architect agree as follows:

ARTICLE 1 - INITIAL INFORMATION

1.1 This Agreement is based on the Initial Information set forth in this Article 1.

1.2 THE OWNER'S PROGRAM (EDUCATIONAL SPECIFICATION) FOR THE PROJECT

1.2.1 The Architect will assist the Owner in developing the project scope of work as part of Basic Services.

1.3 THE PROJECT'S PHYSICAL CHARACTERISTICS

1.3.1 A modernization of existing buildings at Pleasant View West Elementary School as follows:

Building A (Admin office) - Remodel floor plan per sketch. New finishes, doors, windows, ceiling, lighting, etc.
Building B & C (CRs) – New CR folding partitions, ADA restroom upgrades, s. window wall/door replacement.
Building D (CRs) – New CR folding partition, s. window wall replacement.

1.4 FINANCIAL INFORMATION

1.4.1 The Owner's budget for the Project is \$1,567,000 based on the Architect's preliminary Project Budget Summary dated 7/6/2021.

1.4.2 The initial Cost of the Work for the Project as defined in Section 6.1 is based on \$1,273,000.

1.4.3 The Owner will fund the Project.

1.5 SCHEDULE INFORMATION

1.5.1 The Owner intends to use the Project when completed.

1.6 PROCUREMENT INFORMATION

1.6.1 The Owner intends to procure the project in a manner to be determined later.

1.7 OTHER PROJECT INFORMATION

1.7.4 The Owner and the Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation.

ARTICLE 2 - ARCHITECT'S RESPONSIBILITIES

2.1 The Architect shall provide the professional services as set forth in this Agreement.

2.2 In providing services under this agreement, the Architect shall exercise that degree of professional skill and care ordinarily used by other reputable architects, practicing in the same or similar locality and under similar circumstances. Nothing in this agreement shall be interpreted to require Architect to meet any higher standard or have any obligation in excess of what is required by said standard and this paragraph shall control over any such contrary provision.

2.3 COMPLIANCE WITH LAW

2.3.1 The Architect shall use due professional care to provide services in accordance with applicable Federal, State, and local laws, regulations and directives.

2.3.2 With respect to Architect's employees, Architect shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

2.3.3 The Architect shall be properly licensed as an architect under the laws of the State of California during the term of this Agreement and shall be qualified to provide the services required by the Owner pursuant to this Agreement.

ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES

3.1 BASIC SERVICES

3.1.1 The Architect's Basic Services consist of those described in Article 3, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

3.1.2 The Architect represents that the Architect's drawings and specifications shall comply with the California Building Code and shall be submitted to the Division of the State Architect (DSA) and the California Department of Education (CDE) as required. The Architect shall assist the Owner and its consultants to apply for funding for the Project from OPSC and the Architect shall be responsible for all submittals required of the Architect by the DSA, OPSC and CDE in connection therewith.

3.1.3 The Architect shall mutually coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. Upon the Owner's reasonable request, the Architect and the Architect's consultants shall cooperate with the Owner and the Owner's consultants in verifying that the Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Construction Documents. The Architect has no duty to discover errors, omissions or inconsistencies in the services provided by the Owner, the Owner's consultants or others.

3.1.4 The Architect shall not be liable for claims resulting from an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for any design submittals which are required by said governmental authorities in connection with the Owner's filing of such documents.

3.2 SCHEMATIC DESIGN (DATA GATHERING) PHASE SERVICES

3.2.1 The Architect shall review the program and all other information furnished by the Owner to ascertain the requirements of the Project, and shall review the laws, codes, and regulations applicable to the Architect's services and shall arrive at a mutual understanding of such requirements with the Owner.

3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall promptly notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project that may reduce the cost of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

3.2.4 Based on the Projects' requirements agreed upon with the Owner, the Architect shall prepare and present for Owner's approval a preliminary design illustrating the scale and relationship of Project components.

3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents, including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction material shall be noted on the drawings or described in writing.

3.2.6 The Architect shall submit to the Owner a preliminary Statement of the Probable Cost of the Work prepared in accordance with Section 6.3 and a written schedule for the performance of the Work.

3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request Owner's approval. If Owner incorporates any recommended changes, then Architect shall revise the Schematic Design Documents, including but not limited to the written statement of Probable Cost of the Work and written schedule for the performance of work, as necessary until Owner's governing board approves them. Architect shall attend, and present at, as many meetings of the Owner's governing board as may be necessary to obtain the board's approval of the Schematic Design Documents.

3.3 DESIGN DEVELOPMENT (SCOPE DEVELOPMENT) PHASE SERVICES

3.3.1. Following the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's review and approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including but not limited to site and floor plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and shall outline the specifications of the entire Project as to kind and quality of materials, and other elements as may be appropriate.

3.3.2. The Architect shall update the Statement of Probable Cost of the Work.

3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, and request Owner's approval.

3.3.4 The Architect shall provide at no expense to the Owner one complete set of preliminary plans for the review and approval of the Owner and one set for each public agency having approval authority over such plans for their review and approval at no expense to the Owner.

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.4.1 Following the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe further development of the approved Design Development Documents and shall consist of customary working drawings and specifications setting forth in detail sufficient for construction of the Work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system, and other requirements for the construction of the Work. The Owner and the Architect acknowledge that in order to construct

the Work the Contractor will provide additional information, including shop drawings, product data, samples, and other submittals, which the Architect shall review in accordance with Section 3.6.4.

3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The Architect shall also compile a project manual, which manual shall be subject to the Owner's review and approval, that includes the Conditions of the Contract for Construction and specifications that may include bidding requirements and sample forms.

3.4.4 The Architect shall update the Statement of Probable Cost of the Work.

3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, take any action required under Section 6.5, and request Owner's approval.

3.5 AGENCY APPROVAL PHASE SERVICES

3.5.1 The Architect will submit the Construction Documents to DSA and local jurisdictions as may be required and make the necessary corrections to secure approval. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval with CDE, OPSC, and other governmental authorities having jurisdiction over the Project.

3.6 BIDDING PHASE OR NEGOTIATION PHASE SERVICES

3.6.1 Following DSA and the Owner's written approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or proposals, as the owner shall direct; (2) confirming responsiveness of bids or proposals; (3) determining successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

3.6.1.2 If, in the Owner's discretion, the Owner will seek total or partial State funding for this Project, then if so requested by the Owner the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. If so requested by the Owner, the Architect shall also prepare and submit the appropriate documentation to the OPSC.

3.6.1.3 If the Owner decides to seek competitive bids for construction of the Project, then Section 3.6.2 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services. However, if the Owner decides to seek proposals for construction of the Project, then Section 3.6.3 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services.

3.6.2 Competitive Bidding

3.6.2.1 Bidding Documents consist of bidding requirements and proposed Contract Documents.

3.6.2.2 The Architect shall assist the Owner in bidding the Project by (1) procuring the reproduction of Bidding Documents for distribution to prospective bidders; (2) distributing Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; (3) organizing and conducting a pre-bid conference for prospective bidders; (4) preparing responses to questions from prospective bidders and

providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and (5) organizing and conducting the opening of the bids, and subsequently documenting and distributing bid results, as directed by the Owner.

3.6.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

3.6.3 Proposals

3.6.3.1 Proposal Documents consist of proposal requirements and proposed Contract Documents.

3.6.3.2 The Architect shall assist the Owner by (1) procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process; (2) organizing and participating in selection interviews with prospective contractors; and (3) participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

3.7 CONSTRUCTION PHASE SERVICES

3.7.1 General

3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as forth below and in the General Conditions of the Contract for Construction. In the event of conflicts between this Agreement and the General Conditions of the Contract for Construction, this Agreement shall govern with respect to Architect's responsibilities. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

3.7.1.2 All instructions to the Contractor shall be forwarded through the Architect. The Architect shall timely provide Owner with copies of all correspondence between the Architect and the Contractor. The Architect shall advise, consult with, and serve as the Owner's representative in the general administration of the Contract for Construction and in the Owner's dealings with the Contractor, however, the Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, unless such failure is caused by Architect's negligent acts or omissions in breach of this Agreement, the applicable standard of care, or law. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, or of any other persons performing portions of the Work.

3.7.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services shall commence on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon the Owner's written approval of the Architect's final Certificate for Payment to the Contractor, provided that such certification and payment shall not constitute an admission by Architect or Owner that the Project has been completed in accordance with the Contract Documents or in conformance with this Agreement.

3.7.2 Evaluations of the Work

3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, both as the Architect deems necessary and as required by the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner promptly informed of the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent

construction schedule submitted by the Contractor, (2) defects and deficiencies observed in the Work, and (3) any default by the Contractor in the orderly and timely prosecution of the Project.

3.7.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

3.7.2.3 The Architect shall also make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the Owner informed in writing of the progress of the Project.

3.7.2.4 The Architect shall provide advice to the Owner on apparent deficiencies in construction during the construction phase.

3.7.2.5 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Owner will be the final interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor. The Owner shall not disregard the Architect's interpretation without good cause.

3.7.2.6 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.

3.7.2.7 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

3.7.3 Certificates of Payment to Contractor

3.7.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certifications in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Section 3.7.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Notice of Completion, (2) to results of subsequent tests and inspections, (3) to minor deviations from the Contract Documents correctable prior to completion, and (4) to specific qualifications expressed by the Architect.

3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work beyond the scope required by Section 3.7.2, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

3.7.4 Submittals

3.7.4.1 The Architect shall timely review and take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time to permit adequate review.

3.7.4.2 Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions, or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

3.7.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon such the accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

3.7.4.4 Subject to the provisions of Section 4.3, the Architect shall timely review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that includes the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within the time frames agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

3.7.5 Changes in the Work

3.7.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involving an adjustment in the Contract Sum or an extension of the Contract Time.

3.7.5.2 The Architect shall prepare change orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

3.7.6 Project Completion

3.7.6.1 The Architect shall conduct reviews to determine the date of Notice of Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties, guaranties, instruction books, diagram, chart, and related documents required by the Contract Documents and assembled by the Contractor; and shall issue a final Certificate for Payment based upon a final review indicating the Work complies with the requirements of the Contract Documents.

3.7.6.2 The Architect's reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

3.7.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid to the Contract, including the amount to be retained from the Contract Sum,

if any, for final completion or correction of the Work. The Architect shall also forward to the Owner warranties, operation and maintenance manuals, record drawings and other closeout documents prepared by the Contractor.

3.7.7 Evaluation of Claims

3.7.7.1 Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the Owner in evaluating and responding to claims, disputes and other matters in question between the Contractor and the Owner, including but not limited to claims made against the Owner as a result of alleged or claimed wrongful acts or omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the Owner.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 The Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if authorized or confirmed in writing by the Owner prior to such services being rendered. Compensation for Additional Services shall be as provided in Section 11.3, in addition to compensation for Basic Services.

4.2 Additional Services may be provided after execution of this agreement, without invalidating the Agreement, provided that such Additional Services are approved by Owner prior to such services being rendered. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

4.2.1 Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization.

4.3 Additional Services

4.3.1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project, including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.

4.3.2 Services necessitated by concealed or unknown conditions encountered during the progress of the Work.

4.3.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws, or regulations or official interpretations subsequent to Owner's approval of the Contract Documents.

4.3.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner.

4.3.5 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique systems designs, in-depth material research, energy modeling, LEED or CHPS certification, or DSA HPI approved unless such alternatives were requested prior to the effective date of this Agreement.

4.3.6 Providing financial feasibility or other special studies.

4.3.7 Providing special surveys, environmental studies and submissions required for approval of governmental authorities having jurisdiction over the Project, other than those identified in Article 3.

4.3.8 Providing services relative to future facilities, systems or equipment.

- 4.3.9** Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
- 4.3.10** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 4.3.11** Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 4.3.12** Providing services for planning tenant or rental spaces.
- 4.3.13** Providing services in connection with the work of a construction manager or separate consultants retained by the Owner, unless said manager or consultant was engaged prior to the effective date of this Agreement.
- 4.3.14** Providing detailed estimates (as defined by Section 6.3) of Construction Cost.
- 4.3.15** Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 4.3.16** Providing analyses of owning and operating costs.
- 4.3.17** Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- 4.3.18** Providing on-site project representation during construction beyond Basic Services.
- 4.3.19** Providing building commissioning services, including assistance in the utilization of equipment or systems, such as testing, adjustment and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 4.3.20** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 4.3.21** Providing detailed quantity surveys or inventories of material, equipment and labor.
- 4.3.22** Attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party thereto.
- 4.3.23** Preparing Drawings, Specifications and supporting data and providing other services in connection with change orders unless such change orders are required due to errors or omissions of the Architect.
- 4.3.24** Consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- 4.3.25** Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 4.3.26** Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Notice of Completion of the Work.
- 4.3.27** Providing services of consultants for other than the normal architectural, civil, structural, mechanical and electrical engineering services for the Project.
- 4.3.28** Providing services of consultants for electrical load testing of existing site or building infrastructure.

4.3.29 Providing services of consultants for fire flow testing for city or county infrastructure.

4.3.30 Providing services for evaluation and design criteria reports of existing facilities as required by governmental agencies (DSA) and/or the California Administrative Code.

4.3.31 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, or such additional time as may be commercially reasonable under the circumstances, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and Architect shall thereafter meet and confer in an effort to modify the Project's scope and quality.

5.2.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects in writing an accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

5.3 The Owner shall identify a representative authorized to act in the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

5.4 The Owner shall furnish surveys reasonably necessary to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal description shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wet-lands; adjacent drainage; flood plain designations; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

5.5 The Owner shall furnish the services of geotechnical engineers and other such consultants when such services are reasonably required by the scope of the Project and are requested by the Architect. Such services may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluations, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated

in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance appropriate to the services provided.

5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, which the Owner shall own.

5.8 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

5.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

5.11 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 - COST OF THE WORK

6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct of all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary statement of the Probable Cost of the Work, and updated Statements of Probable Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or price proposals will not vary from the Project budget for the Cost of the Work or from any Statement of Probable Cost of the Work prepared by the Architect.

6.3 In preparing Statements of Probable Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project; and to include in the Contract Documents alternate bids to adjust the Probable Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's opinion of the Probable Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Owner approves the Construction Documents, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market, if applicable.

6.5 If at any time the Architect's opinion of the Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner reasonably shall cooperate with the Architect in making such adjustments.

6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or price proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance the terms of this Agreement;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

6.7 If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by more than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. Except for the cost of such modifications, Architect shall not be responsible for any increase in the Cost of the Work.

6.8 If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by less than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with said bid or proposal, or the budget as adjusted under Section 6.6.1 and be compensated for modifications to the Construction Documents as Additional Services as provided under Section 11.3.

ARTICLE 7 - OWNERSHIP AND USE OF DOCUMENTS

7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project, except as otherwise provided in Section 7.2 below. The Architect's Instruments of Service shall be the property of the Owner as provided by Education Code Section 17316, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement.

7.2 This Agreement creates a non-exclusive and perpetual license for Owner to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in the Architect's Instruments of Service, including drawings, specifications, studies, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by Architect pursuant to this Agreement. This transfer of rights pertains not only to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project under Education Code Section 17316. This Agreement is an express transfer of rights as specified in Education Code Section 17316(b).

7.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Architect's Instruments of Service that Architect or its consultant's prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the Owner harmless pursuant to Section 7.2 of this Agreement for any breach of this Article 7. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the Owner.

7.4 The parties acknowledge the Architect's Instruments of Service are not represented to be appropriate for reuse without modification. Any reuse by Owner of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. In the event the Owner reuses or modifies the Architect's

Instruments of Service developed by the Architect pursuant to this Contract for purposes other than that for which they are contemplated, the Owner shall indemnify, defend, and hold harmless the Architect, its employees and consultants for damages and expenses caused by the Owner's use or modification of the Architect's Instruments of Service, and the parties agree that the provisions of this Article shall be the terms and conditions for the reuse as authorized by Education Code Section 17316(c).

7.5 The Architect will provide the Owner with a customary set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the Owner's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. The Architect shall promptly make available to Owner any original documents it has retained pursuant to this Agreement upon reasonable request by the Owner.

ARTICLE 8 - CLAIMS AND DISPUTES

8.1 GENERAL

8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or relating to this Agreement within the period specified by applicable law.

8.1.2 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, with limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

8.2 MEDIATION

8.2.1 If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be shared equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 60 days, either party may pursue litigation to resolve the dispute.

8.2.2 Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

ARTICLE 9 - TERMINATION OR SUSPENSION

9.1 The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under the Agreement.

9.2 TERMINATION WITHOUT CAUSE

9.2.1 The Owner may terminate this Agreement upon not less than 7 days' written notice to the Architect for Owner's convenience and without cause. Upon the Owner's request and authorization, the Architect shall perform any and all Basic Services and Additional Services reasonably necessary to wind up the work performed to the date of termination.

9.3 SUSPENSION OF THE PROJECT

9.3.1 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If and when the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

9.3.2 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect or the Architect's consultants, the Architect may terminate this Agreement by giving not less than 7 days' written notice.

9.4 TERMINATION WITH CAUSE

9.4.1 Either party may terminate this Agreement upon not less than 7 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

9.4.2 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

9.4.3 If the Owner fails to make payments to the Architect in accordance with this Agreement, other than those payments withheld pursuant to Section 11.7.1, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give 7 days' written notice to the Owner before suspending services. Before resuming services, the Architect shall be paid all sums due prior to suspension services and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fee for the remaining services and the time schedules shall be equitably adjusted.

9.5 EFFECTS OF TERMINATION

9.5.1 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

9.5.2 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be governed by the law of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Tulare County, California.

10.2 The Owner and the Architect, respectively, bind themselves, their partners, successors, permitted assigns and legal representatives to this Agreement. Neither the Owner nor Architect shall assign this Agreement without the written consent of the other.

10.3 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review within a reasonable period of time prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

10.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

10.5 Unless otherwise provided in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Notwithstanding the foregoing, in the event the Owner or the Architect is or becomes aware of the presence of, or exposure of persons to hazardous materials or toxic substances, or the substantial risk thereof, each shall have a duty to immediately notify the other in writing.

10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

10.7 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.8 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

10.9 Each individual executing this Agreement on behalf of the Architect hereby represents and warrants that Architect is a duly formed and existing entity qualified to do business in the state in which the Project is located and that Architect has full right and authority to execute and deliver this Agreement and that each person signing on behalf of Architect is authorized to do so.

10.10 Owner recognizes that circumstances may occur beyond the reasonable control of either the Owner or the Architect and extensions for such delays shall be made to the schedule. Notwithstanding anything stated herein to the contrary, any time during which the Architect is delayed in the Architect's work by acts of Owner or its employees or those in a direct contractual relationship with Owner or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any wrongful acts or omissions, shall be added to the time for completion of any obligations of the Architect.

ARTICLE 11 - COMPENSATION

11.1 BASIC SERVICES

11.1.1 Percent of Construction Cost: For the Architect's Basic Services described in Article 3, the Owner shall compensate the Architect on the basis of a percentage of the Cost of the Work, using the OPSC Sliding Scale as follows:

12.0% of the first	\$	500,000.00
11.5% of the next	\$	500,000.00
11.0% of the next	\$	1,000,000.00
10.0% of the next	\$	4,000,000.00
9.0% of the next	\$	4,000,000.00
8.0% of costs in excess of	\$	10,000,000.00

11.1.2 Initial Basic Services Compensation: The calculation of the Initial Basic Services Compensation shall be based on the application of the initial Cost of the Work to the OPSC Sliding Scale as follows:

COMPENSATION CALCULATION					
Fee Basis	% Fee	Const. Cost		Fee	
500,000	12.0%	\$	500,000.00	\$	60,000.00
500,000	11.5%	\$	500,000.00	\$	57,500.00
1,000,000	11.0%	\$	273,000.00	\$	30,030.00
4,000,000	10.0%	\$	-	\$	-
4,000,000	9.0%	\$	-	\$	-
Remainder	8.0%	\$	-	\$	-
Probable Construction Cost →		\$	1,273,000.00		
				Fee Sub-total →	\$ 147,530.00
Initial Basic Services Compensation →					\$ 147,530.00

11.1.3 Adjustments to Basic Services Compensation:

- .1 At the end of the Schematic Design, Design Development, Construction Documents, and Agency Approval phases, Initial Basic Services Compensation shall be adjusted to the latest Probable Cost of Construction.
- .2 Initial Basic Services Compensation shall be adjusted after receipt of bids to the amount of the Contract Sum of the awarded construction contract, which shall be the basis for calculating compensation during the construction phase.
- .3 Basic Services Compensation shall be finally adjusted at the completion of the Project to the final Contract Sum of the construction contract, as documented in approved change orders.
- .4 Change Orders items determined to be caused by Architect error or omission shall not increase the Architect's compensation.
- .5 Change Order items which reduce the Contract Sum shall not reduce Compensation.
- .6 When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.1, based on (1) the lowest bona fide bid, or (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for services performed whether or not the Construction Phase is commenced.
- .7 When additive alternate bids are provided, and the Owner decides not to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual awarded bidders bid for such alternate bids, thereby compensating the architect for design and preparation of the alternate item.
- .8 When deductive alternate bids are provided, and the Owner decides to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual difference between the awarded bidder's bid for such alternate bids, thereby compensating the Architect for design and preparation of the alternate item.

11.2 PROGRESS PAYMENTS

11.2.1 Progress payments for each phase of Basic Services shall be as follows:

Schematic Design Phase:	10%
Design Development Phase:	20%
Construction Documents Phase:	35%

Agency Approval Phase:	5%
Bidding Phase:	5%
<u>Construction Phase:</u>	<u>25%</u>
Total Basic Compensation:	100%

11.3 ADDITIONAL SERVICES

11.3.1 For approved Additional Services that may arise during the course of the Project, the Owner shall compensate the Architect on the basis of a stipulated sum agreed to by the parties in advance of the services being performed, or on an hourly basis, plus compensation for reimbursable expenses.

11.3.2 When compensation for Additional Services is on an hourly basis, compensation for Additional Services of the Architect's consultants will be computed at a rate of 1.10 times the amount billed to the Architect for such services.

11.3.3 For Reimbursable Expenses incurred in the furnishing of Additional Services, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

11.4 HOURLY BILLING RATES

11.4.1 The hourly billing rates for services of the Architect are set forth below:

Standard Hourly Billing Rates Schedule:

Principal Architect	\$	205.00
Architect III		165.00
Architect II		145.00
Architect I		130.00
Construction Administrator III		145.00
Construction Administrator II		120.00
Construction Administrator I		110.00
Business Manager		155.00
Project Manager		150.00
Interior Designer II		90.00
Interior Designer I		70.00
Drafting Technician IV		110.00
Drafting Technician III		100.00
Drafting Technician II		90.00
Drafting Technician I		70.00
Administrative Asst. II		90.00
Administrative Asst. I		50.00

The above rates are effective through December 31, 2021. Work continuing beyond December 31, 2021, shall be subject to increases in the above noted schedule based on Engineering News Record's, "Cost of Living Index Adjustment", until this agreement is modified.

11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

11.5.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include reasonable expenses incurred by the Architect and Architect's consultants directly related to the Project, as follows:

- .1 Transportation in connection with the project shall be compensated at the yearly established rate as permitted and published by the Internal Revenue Service for compensated mileage.
- .2 Expense of out of region meals and lodging in connection with the Project.

- .3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates for non-exempt employees.
- .4 Expense of renderings, models and mock-ups requested by the Owner.
- .5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that required by Article 12.
- .6 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents required for approval, bidding, and construction of the Project in the Owner's interest, excluding reproductions for the office use of the Architect and the Architect's consultants.

11.5.2 For Reimbursable Expenses, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

11.6 PAYMENTS TO THE ARCHITECT

11.6.1 For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the Owner of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's billing rate. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to Owner payment of such expenses. If Owner disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, both parties shall continue to provide all services required by this Agreement and law until the end of the Project, even if Owner and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice.

11.6.2 Amounts unpaid 30 calendar days after the 5th of the month shall bear interest at the rate of 1-1/2%.

11.7 PAYMENTS WITHHELD

11.7.1 The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, Owner may withhold from payments to Architect to the extent that Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

11.8 ARCHITECT'S ACCOUNTING RECORDS

11.8.1 Architect shall maintain complete and accurate records showing all hours worked with respect to the services rendered and the costs incurred under this Agreement, including but not limited to Reimbursable Expenses and expenses pertaining to Additional Services. In addition, the Architect shall maintain complete and accurate records with respect to any payments to employees or subcontractors. Architect shall also be responsible for Architect's consultants keeping similar records. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Architect shall make such records available within Fresno County to the Auditor of Owner and to its agents and representatives, for the purpose of auditing and/or copying such records for a period of 5 years from the date of final payment under this Agreement.

ARTICLE 12 - INSURANCE PROVISIONS

12.1 Insurance Requirements: Architect shall maintain at its own costs and expense the following minimum insurance coverage and shall provide a certificate of insurance and any required endorsements to Owner. The certificate of insurance and required endorsements shall be provided prior to commencement of any work and prior to the expiration of each renewal of the policy. Owner may request and Architect shall, upon request, provide a true and certified copy of each policy. No payment will be issued until Owner has received acceptable insurance documentation.

12.2 In addition to the requirements outlined below for each insurance policy, Architect agrees that it will have each insurance policy endorsed to provide:

1. The policy shall be endorsed to provide thirty (30) day notice of cancellation, except ten (10) day notice for nonpayment of premium to Owner.
2. When required, the Commercial General Liability, Automobile Liability, and Aviation Liability insurance policies shall be endorsed to include as additional insured for on-going operations, products completed operations and ownership, operation or use of automobiles and aircraft, Owner and any other person or organization which Architect is required to include as additional insured under an Agreement and their respective owners, directors, officers, employees, agents and volunteers.
3. When required, the Workers Compensation insurance policies shall be endorsed to provide a waiver of subrogation in favor of the Owner and any other person or organization to which Owner is required in a written agreement to provide a waiver of subrogation.
4. If any insurance policy includes a cross suits endorsement or an insured vs. insured exclusion endorsement, the endorsement may not exclude a claim by an additional insured against the named insured or a claim by an additional insured against another additional insured.

12.3 General Liability Insurance: Without limiting Architect's indemnification, Architect shall secure and maintain in full force and effect, at its sole cost and expense during the term of this Agreement, a comprehensive general liability insurance policy with combined single limits of \$2,000,000.00 per occurrence, with a General Aggregate limit of \$4,000,000.00.

12.3.1 The policy shall include contractual liability. The policy may not include any limitation, exclusion or coverage restriction for explosion, collapse or underground hazards. The policy shall not include an exclusion for job site safety or injury to employees of independent contractors. If the policy includes an exclusion of professional services, the exclusion shall not include job site safety as part of the definition of professional services. The certificate of insurance shall include a statement that the policy does not exclude claims alleging job site safety.

12.3.2 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond this Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the Owner under any provision, including any duty to indemnify and defend the District.

12.4 Worker's Compensation and Employer's Insurance: Architect shall furnish to the Owner satisfactory proof that the Architect and all engineers, experts, consultants and employees for the period of this Agreement, is providing workers' compensation insurance with \$1,000,000.00 coverage for all persons whom they may employ in carrying out the Work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. If the Architect employs any engineer, expert consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of insurance covering said engineer, expert, consultant

or subcontractor to the Owner immediately upon their employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time.

12.5 Professional Liability Insurance: Architect shall furnish to the Owner satisfactory proof that the Architect has Professional Liability Insurance (errors and omissions) with limits of \$1,000,000.00 per claim/\$2,000,000.00 annual aggregate. This insurance shall be maintained in force during the entire period of time the Architect renders service to the Owner under this Agreement. Each of the Architect's professional sub-contractors shall comply with this Section, and Architect shall include such provisions in its contracts with them.

12.6 Commercial Automobile Liability: Commercial Automobile Liability Insurance including coverage for all owned, non-owned and hired automobiles. The limit of liability shall not be less than \$2,000,000 each accident. The policy shall include contractual liability.

12.7 Aviation Liability: To the extent drones are used, Architect will carry liability insuring bodily injury and property damage arising out of the use of owned and non-owned unmanned aircraft.

ARTICLE 13 - SPECIAL PROVISIONS

13.1 INDEMNIFICATION

13.1.1 The Architect agrees, to the extent permitted by law, to hold harmless and indemnify but not defend the Owner, its Governing Board, each member of the Board, and their officers and employees harmless from any liability for damages to the extent actually caused by the Architect's negligent acts, errors, omissions, or recklessness, or willful misconduct in the performance of professional services arising out of this Agreement and those of his or her officers, employees, consultants or sub-consultants or anyone for whom the Architect is legally responsible (collectively, the "Architect's Parties"). The Architect is not obligated to indemnify the Owner and employees or any other third party in any manner whatsoever for their own negligence.

13.1.2 This indemnification specifically includes any claims that may be made against Owner or against Architect by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. The Architect specifically agrees to hold harmless and indemnify the Owner for any and all claims arising out of any injury, disability, or death of the Architect's employees or agents to the extent that the above are caused by the negligent acts, errors, or omissions of the Architect. This indemnification obligation shall continue beyond the term of this Agreement as to any negligent acts or omissions occurring under this Agreement or any extension of this Agreement, subject to the applicable statute of limitations.

13.2 FINGERPRINTING

13.2.1 Pursuant to California Education Code Section 45125.1, before any agents or employees of Architect may enter school grounds where they may have any contact with pupils, Architect shall submit fingerprints of its agents and employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. Architect shall not permit any of its agents or employees to come in contact with pupils of the Owner until the Department of Justice has ascertained that the Architect's agents or employees have not been convicted of a felony as defined in Education Code Section 45122.1.

13.2.2 Architect shall provide Owner with a written list of the names of its agents or employees who may come in contact with pupils before commencement of work. Architect shall certify, in a form provided by Owner, under penalty of perjury, that it has complied with the requirements of Education Code Section 45125.1, and that none of its agents or employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Section 45122.1, based upon the information Architect has received from the Department of Justice.

13.2.3 If Architect believes that its agents or employees will have only limited contact with pupils and should therefore be exempted from these requirements, Architect must contact the Owner with its request for exemption within 15

days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including but not limited to the length of time Architect will be on school grounds, whether pupils will be in proximity to the site where the Architect's employees are working, and whether the Architect's employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the Owner's governing board.

13.3 ASSURANCES OF NON-DISCRIMINATION

13.3.1 Architect expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

13.4 INDEPENDENT CONTRACTOR STATUS

13.4.1 This Agreement is entered into by both parties with the express understanding that Architect will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the Architect or any of its agents, employees or officers as an agent, employee or officer of Owner. Architect agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of Owner. Subject to any performance criteria contained in this Agreement, Architect shall be solely responsible for determining the means and methods of performing the specified services and Owner, except to the extent stated otherwise in this Agreement, shall have no right to control or exercise any supervision over Architect as to how the services will be performed. As Architect is not Owner's employee, Architect is responsible for paying all required state and federal taxes. In particular, Owner will not (1) withhold FICA (Social Security) from Architect payments, (2) make state or federal unemployment insurance contributions on Architect's behalf, (3) withhold state or federal income tax from payments to Architect, (4) make disability insurance contributions on behalf of Architect, (5) obtain unemployment compensation insurance on behalf of Architect. Notwithstanding this independent contractor relationship, Owner shall have the right to monitor and evaluate the performance of Architect to assure compliance with this Agreement.

13.5 MANUFACTURER'S PRODUCT DATA

13.5.1 To the extent the Architect collects product manufacturer materials disclosing product contents; the Owner acknowledges that it is not relying on the Architect for any analysis of material composition or the human or environmental health impacts of specific material selections. Any assessments or evaluations of this kind should be conducted by a toxicologist or other trained professionals retained by the Owner.

13.6 NOTICE

13.6.1 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the address set forth below:

Owner: Pleasant View Elementary School District
Attn: Mark Odsather
14004 Road 184
Porterville, CA 93257

Architect: Mangini Associates, Inc.
Attn: Chris McLain
4320 W. Mineral King Avenue
Visalia, California 93291

ARTICLE 14 - SCOPE OF THE AGREEMENT

14.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the terms set and agreed upon as of the day and year first written above.

OWNER
PLEASANT VIEW ELEMENTARY SCHOOL DISTRICT

ARCHITECT
MANGINI ASSOCIATES INC.

By: _____
Mark Odsather, Superintendent

By:  _____
Christopher D. McLain, President, C29566

PROJECT BUDGET SUMMARY

PROJECT:	Modernization at Pleasant View West	PROJ. NO.:	2167
CLIENT:	Pleasant View Elementary School District	DATE:	7/6/2021
PHASE:	Schematic Design	BLDG. AREA (sf):	18,000
A. SITE			
1.	Purchase Price of Property	\$	-
2.	Appraisal	\$	-
3.	Escrow	\$	-
4.	CDE Site Studies / Site Acquisition Due Diligence Studies	\$	-
5.	CEQA Compliance / Site Acquisition Project Management	\$	-
6.	Geohazard Report	\$	-
7.	Phase 1 - Environmental Site Assessment / Phase 2 - Sampling Activities	\$	-
8.	Preliminary Endangerment Assessment	\$	-
9.	DTSC Fees and Response Action	\$	-
10.	Hazardous Material Investigation (asbestos, lead, Pcb, Ocp)	\$	5,000.00 budget
11.	Geotechnical Investigation / Report	\$	-
12.	Topographic Survey (Path of Travel for ADA)	\$	7,500.00 budget
13.	Utility Connection Fees (power, water, storm drain, gas, sewer, telephone, cable TV)	\$	-
14.	Impact Fees	\$	-
15.	Eligibility Consultant	\$	-
16.	Financial Consultant	\$	-
17.	Site Clearing / Demolition	\$	-
18.	Bond Costs	\$	-
19.	Temporary Housing / Relocation	\$	-
20.	Legal Fees	\$	-
21.		SITE SUBTOTAL →	\$ 13,000
B. DESIGN AND APPROVAL			
1.	Architect's Fee (Modernization) - Based on OPSC Sliding Scale and Item C.6 below	\$	147,521.20
2.	Architect's Reimbursable Costs (Mileage, Bidding Documents Reproduction)	\$	5,000.00 budget
3.	Architect's LEED / CHPS / HPI Services	\$	-
4.	DSA Review Fee	\$	18,000.00
5.	CDE Review Fee	\$	1,000.00
6.	CGS Review Fee	\$	-
7.	City / County Review / Inspection Fee	\$	-
8.	Health Department Review Fee	\$	-
9.		DESIGN AND APPROVAL SUBTOTAL →	\$ 172,000
C. PROBABLE CONSTRUCTION COST - BY GENERAL CONTRACTOR			
1.	Building A (Office) (Remodel: 1200 sf x \$ 200/sf)	\$	240,000.00
2.	Building B (CRs) (RRs upgrade, S.Windows, Doors, Sliding Partitions)	\$	300,000.00
3.	Building C (CRs) (RRs upgrade, S.Windows, Doors, Sliding Partitions)	\$	300,000.00
4.	Building D (CRs) (S.Windows, Sliding Partitions)	\$	150,000.00
5.	Site Work (Path of Travel Upgrades for ADA)	\$	100,000.00 budget
6.	General Requirements, Overhead, Bond, Insurance, Supervision, Etc. 8%	\$	67,200.00
7.	Construction Contingency 10%	\$	115,720.00
8.		PROBABLE CONSTRUCTION COST SUBTOTAL →	\$ 1,272,920
D. OWNER PROVIDED CONSTRUCTION AND TESTING			
1.	Data / Communications by Owner	\$	-
2.	Intrusion Alarm by Owner	\$	-
3.	Hazardous Materials Removal by Owner	\$	-
4.	Construction Testing / Special Inspection	\$	-
5.	Inspector of Record (\$8,000/month x 3 months)	\$	24,000.00
6.	Commissioning Agent	\$	-
7.	SWPPP, Dust Control Plan, Indirect Source Review	\$	-
8.	Fixtures, Furniture and Equipment	\$	-
9.	Bid Advertising	\$	10,000.00
10.		OWNER PROVIDED CONSTRUCTION AND TESTING SUBTOTAL →	\$ 34,000
		Budget Contingency (5%) →	\$ 75,000
		TOTAL PROJECT BUDGET →	\$ 1,567,000

Evaluation of the Owner's project budget represents Architect's judgment as a design professional familiar with the construction industry. Architect cannot and does not warrant or represent that actual costs will not vary from this budget summary.



MANGINI

ARCHITECTURE
INGENUITY

McLAIN BARENG MORRELLI SCOTT

MANGINI ASSOCIATES INC.

4320 West Mineral King Avenue
Visalia, California 93291

www.mangini.us

(559) 627-0530 *Office*
(559) 627-1926 *Fax*

Architect's Project No.: 2166

**AGREEMENT BETWEEN
OWNER AND ARCHITECT FOR**

**NEW CLASSROOM PARTITION WALLS FOR
PLEASANT VIEW ELEMENTARY SCHOOL**

AGREEMENT made as of October 25, 2021

BETWEEN the **Owner** (hereafter referred to as Owner):

PLEASANT VIEW SCHOOL DISTRICT

14004 Road 184
Porterville, CA 93257

and the **Architect** (hereafter referred to as Architect):

MANGINI ASSOCIATES INC.

4320 W. Mineral King Avenue
Visalia, CA 93291

For the following **Project**:

MODERNIZATION AT PLEASANT VIEW ELEMENTARY SCHOOL

18900 Avenue 145
Poplar, CA 93258

The Owner and the Architect agree as follows:

ARTICLE 1 - INITIAL INFORMATION

1.1 This Agreement is based on the Initial Information set forth in this Article 1.

1.2 THE OWNER'S PROGRAM (EDUCATIONAL SPECIFICATION) FOR THE PROJECT

1.2.1 The Architect will assist the Owner in developing the project scope of work as part of Basic Services.

1.3 THE PROJECT'S PHYSICAL CHARACTERISTICS

1.3.1 Installation of (4) new classroom partition walls for Pleasant View Elementary School.

1.4 FINANCIAL INFORMATION

1.4.1 The Owner's budget for the Project is \$146,000 based on the Architect's preliminary Project Budget Summary dated 10/25/2021.

1.4.2 The initial Cost of the Work for the Project as defined in Section 6.1 is based on \$120,000.

1.4.3 The Owner will fund the Project.

1.5 SCHEDULE INFORMATION

1.5.1 The Owner intends to use the Project when completed.

1.6 PROCUREMENT INFORMATION

1.6.1 The Owner intends to procure the project in a manner to be determined later.

1.7 OTHER PROJECT INFORMATION

1.7.4 The Owner and the Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation.

ARTICLE 2 - ARCHITECT'S RESPONSIBILITIES

2.1 The Architect shall provide the professional services as set forth in this Agreement.

2.2 In providing services under this agreement, the Architect shall exercise that degree of professional skill and care ordinarily used by other reputable architects, practicing in the same or similar locality and under similar circumstances. Nothing in this agreement shall be interpreted to require Architect to meet any higher standard or have any obligation in excess of what is required by said standard and this paragraph shall control over any such contrary provision.

2.3 COMPLIANCE WITH LAW

2.3.1 The Architect shall use due professional care to provide services in accordance with applicable Federal, State, and local laws, regulations and directives.

2.3.2 With respect to Architect's employees, Architect shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

2.3.3 The Architect shall be properly licensed as an architect under the laws of the State of California during the term of this Agreement and shall be qualified to provide the services required by the Owner pursuant to this Agreement.

ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES

3.1 BASIC SERVICES

3.1.1 The Architect's Basic Services consist of those described in Article 3, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

3.1.2 The Architect represents that the Architect's drawings and specifications shall comply with the California Building Code and shall be submitted to the Division of the State Architect (DSA) and the California Department of Education (CDE) as required. The Architect shall assist the Owner and its consultants to apply for funding for the Project from OPSC and the Architect shall be responsible for all submittals required of the Architect by the DSA, OPSC and CDE in connection therewith.

3.1.3 The Architect shall mutually coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. Upon the Owner's reasonable request, the Architect and the Architect's consultants shall cooperate with the Owner and the Owner's consultants in verifying that the Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Construction Documents. The Architect has no duty to discover errors, omissions or inconsistencies in the services provided by the Owner, the Owner's consultants or others.

3.1.4 The Architect shall not be liable for claims resulting from an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for any design submittals which are required by said governmental authorities in connection with the Owner's filing of such documents.

3.2 SCHEMATIC DESIGN (DATA GATHERING) PHASE SERVICES

3.2.1 The Architect shall review the program and all other information furnished by the Owner to ascertain the requirements of the Project, and shall review the laws, codes, and regulations applicable to the Architect's services and shall arrive at a mutual understanding of such requirements with the Owner.

3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall promptly notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project that may reduce the cost of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

3.2.4 Based on the Projects' requirements agreed upon with the Owner, the Architect shall prepare and present for Owner's approval a preliminary design illustrating the scale and relationship of Project components.

3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents, including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction material shall be noted on the drawings or described in writing.

3.2.6 The Architect shall submit to the Owner a preliminary Statement of the Probable Cost of the Work prepared in accordance with Section 6.3 and a written schedule for the performance of the Work.

3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request Owner's approval. If Owner incorporates any recommended changes, then Architect shall revise the Schematic Design Documents, including but not limited to the written statement of Probable Cost of the Work and written schedule for the performance of work, as necessary until Owner's governing board approves them. Architect shall attend, and present at, as many meetings of the Owner's governing board as may be necessary to obtain the board's approval of the Schematic Design Documents.

3.3 DESIGN DEVELOPMENT (SCOPE DEVELOPMENT) PHASE SERVICES

3.3.1. Following the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's review and approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including but not limited to site and floor plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and shall outline the specifications of the entire Project as to kind and quality of materials, and other elements as may be appropriate.

3.3.2. The Architect shall update the Statement of Probable Cost of the Work.

3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, and request Owner's approval.

3.3.4 The Architect shall provide at no expense to the Owner one complete set of preliminary plans for the review and approval of the Owner and one set for each public agency having approval authority over such plans for their review and approval at no expense to the Owner.

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.4.1 Following the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe further development of the approved Design Development Documents and shall consist of customary working drawings and specifications setting forth in detail sufficient for construction of the Work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system, and other requirements for the construction of the Work. The Owner and the Architect acknowledge that in order to construct

the Work the Contractor will provide additional information, including shop drawings, product data, samples, and other submittals, which the Architect shall review in accordance with Section 3.6.4.

3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The Architect shall also compile a project manual, which manual shall be subject to the Owner's review and approval, that includes the Conditions of the Contract for Construction and specifications that may include bidding requirements and sample forms.

3.4.4 The Architect shall update the Statement of Probable Cost of the Work.

3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, take any action required under Section 6.5, and request Owner's approval.

3.5 AGENCY APPROVAL PHASE SERVICES

3.5.1 The Architect will submit the Construction Documents to DSA and local jurisdictions as may be required and make the necessary corrections to secure approval. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval with CDE, OPSC, and other governmental authorities having jurisdiction over the Project.

3.6 BIDDING PHASE OR NEGOTIATION PHASE SERVICES

3.6.1 Following DSA and the Owner's written approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or proposals, as the owner shall direct; (2) confirming responsiveness of bids or proposals; (3) determining successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

3.6.1.2 If, in the Owner's discretion, the Owner will seek total or partial State funding for this Project, then if so requested by the Owner the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. If so requested by the Owner, the Architect shall also prepare and submit the appropriate documentation to the OPSC.

3.6.1.3 If the Owner decides to seek competitive bids for construction of the Project, then Section 3.6.2 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services. However, if the Owner decides to seek proposals for construction of the Project, then Section 3.6.3 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services.

3.6.2 Competitive Bidding

3.6.2.1 Bidding Documents consist of bidding requirements and proposed Contract Documents.

3.6.2.2 The Architect shall assist the Owner in bidding the Project by (1) procuring the reproduction of Bidding Documents for distribution to prospective bidders; (2) distributing Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; (3) organizing and conducting a pre-bid conference for prospective bidders; (4) preparing responses to questions from prospective bidders and

providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and (5) organizing and conducting the opening of the bids, and subsequently documenting and distributing bid results, as directed by the Owner.

3.6.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

3.6.3 Proposals

3.6.3.1 Proposal Documents consist of proposal requirements and proposed Contract Documents.

3.6.3.2 The Architect shall assist the Owner by (1) procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process; (2) organizing and participating in selection interviews with prospective contractors; and (3) participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

3.7 CONSTRUCTION PHASE SERVICES

3.7.1 General

3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as forth below and in the General Conditions of the Contract for Construction. In the event of conflicts between this Agreement and the General Conditions of the Contract for Construction, this Agreement shall govern with respect to Architect's responsibilities. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

3.7.1.2 All instructions to the Contractor shall be forwarded through the Architect. The Architect shall timely provide Owner with copies of all correspondence between the Architect and the Contractor. The Architect shall advise, consult with, and serve as the Owner's representative in the general administration of the Contract for Construction and in the Owner's dealings with the Contractor, however, the Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, unless such failure is caused by Architect's negligent acts or omissions in breach of this Agreement, the applicable standard of care, or law. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, or of any other persons performing portions of the Work.

3.7.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services shall commence on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon the Owner's written approval of the Architect's final Certificate for Payment to the Contractor, provided that such certification and payment shall not constitute an admission by Architect or Owner that the Project has been completed in accordance with the Contract Documents or in conformance with this Agreement.

3.7.2 Evaluations of the Work

3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, both as the Architect deems necessary and as required by the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner promptly informed of the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent

construction schedule submitted by the Contractor, (2) defects and deficiencies observed in the Work, and (3) any default by the Contractor in the orderly and timely prosecution of the Project.

3.7.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

3.7.2.3 The Architect shall also make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the Owner informed in writing of the progress of the Project.

3.7.2.4 The Architect shall provide advice to the Owner on apparent deficiencies in construction during the construction phase.

3.7.2.5 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Owner will be the final interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor. The Owner shall not disregard the Architect's interpretation without good cause.

3.7.2.6 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.

3.7.2.7 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

3.7.3 Certificates of Payment to Contractor

3.7.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certifications in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Section 3.7.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Notice of Completion, (2) to results of subsequent tests and inspections, (3) to minor deviations from the Contract Documents correctable prior to completion, and (4) to specific qualifications expressed by the Architect.

3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work beyond the scope required by Section 3.7.2, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

3.7.4 Submittals

3.7.4.1 The Architect shall timely review and take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time to permit adequate review.

3.7.4.2 Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions, or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

3.7.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon such the accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

3.7.4.4 Subject to the provisions of Section 4.3, the Architect shall timely review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that includes the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within the time frames agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

3.7.5 Changes in the Work

3.7.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involving an adjustment in the Contract Sum or an extension of the Contract Time.

3.7.5.2 The Architect shall prepare change orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

3.7.6 Project Completion

3.7.6.1 The Architect shall conduct reviews to determine the date of Notice of Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties, guaranties, instruction books, diagram, chart, and related documents required by the Contract Documents and assembled by the Contractor; and shall issue a final Certificate for Payment based upon a final review indicating the Work complies with the requirements of the Contract Documents.

3.7.6.2 The Architect's reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

3.7.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid to the Contract, including the amount to be retained from the Contract Sum,

if any, for final completion or correction of the Work. The Architect shall also forward to the Owner warranties, operation and maintenance manuals, record drawings and other closeout documents prepared by the Contractor.

3.7.7 Evaluation of Claims

3.7.7.1 Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the Owner in evaluating and responding to claims, disputes and other matters in question between the Contractor and the Owner, including but not limited to claims made against the Owner as a result of alleged or claimed wrongful acts or omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the Owner.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 The Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if authorized or confirmed in writing by the Owner prior to such services being rendered. Compensation for Additional Services shall be as provided in Section 11.3, in addition to compensation for Basic Services.

4.2 Additional Services may be provided after execution of this agreement, without invalidating the Agreement, provided that such Additional Services are approved by Owner prior to such services being rendered. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

4.2.1 Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization.

4.3 Additional Services

4.3.1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project, including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.

4.3.2 Services necessitated by concealed or unknown conditions encountered during the progress of the Work.

4.3.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws, or regulations or official interpretations subsequent to Owner's approval of the Contract Documents.

4.3.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner.

4.3.5 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique systems designs, in-depth material research, energy modeling, LEED or CHPS certification, or DSA HPI approved unless such alternatives were requested prior to the effective date of this Agreement.

4.3.6 Providing financial feasibility or other special studies.

4.3.7 Providing special surveys, environmental studies and submissions required for approval of governmental authorities having jurisdiction over the Project, other than those identified in Article 3.

4.3.8 Providing services relative to future facilities, systems or equipment.

- 4.3.9** Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
- 4.3.10** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 4.3.11** Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 4.3.12** Providing services for planning tenant or rental spaces.
- 4.3.13** Providing services in connection with the work of a construction manager or separate consultants retained by the Owner, unless said manager or consultant was engaged prior to the effective date of this Agreement.
- 4.3.14** Providing detailed estimates (as defined by Section 6.3) of Construction Cost.
- 4.3.15** Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 4.3.16** Providing analyses of owning and operating costs.
- 4.3.17** Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- 4.3.18** Providing on-site project representation during construction beyond Basic Services.
- 4.3.19** Providing building commissioning services, including assistance in the utilization of equipment or systems, such as testing, adjustment and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 4.3.20** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 4.3.21** Providing detailed quantity surveys or inventories of material, equipment and labor.
- 4.3.22** Attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party thereto.
- 4.3.23** Preparing Drawings, Specifications and supporting data and providing other services in connection with change orders unless such change orders are required due to errors or omissions of the Architect.
- 4.3.24** Consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- 4.3.25** Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 4.3.26** Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Notice of Completion of the Work.
- 4.3.27** Providing services of consultants for other than the normal architectural, civil, structural, mechanical and electrical engineering services for the Project.
- 4.3.28** Providing services of consultants for electrical load testing of existing site or building infrastructure.

4.3.29 Providing services of consultants for fire flow testing for city or county infrastructure.

4.3.30 Providing services for evaluation and design criteria reports of existing facilities as required by governmental agencies (DSA) and/or the California Administrative Code.

4.3.31 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, or such additional time as may be commercially reasonable under the circumstances, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and Architect shall thereafter meet and confer in an effort to modify the Project's scope and quality.

5.2.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects in writing an accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

5.3 The Owner shall identify a representative authorized to act in the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

5.4 The Owner shall furnish surveys reasonably necessary to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal description shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wet-lands; adjacent drainage; flood plain designations; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

5.5 The Owner shall furnish the services of geotechnical engineers and other such consultants when such services are reasonably required by the scope of the Project and are requested by the Architect. Such services may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluations, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated

in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance appropriate to the services provided.

5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, which the Owner shall own.

5.8 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

5.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

5.11 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 - COST OF THE WORK

6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct of all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary statement of the Probable Cost of the Work, and updated Statements of Probable Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or price proposals will not vary from the Project budget for the Cost of the Work or from any Statement of Probable Cost of the Work prepared by the Architect.

6.3 In preparing Statements of Probable Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project; and to include in the Contract Documents alternate bids to adjust the Probable Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's opinion of the Probable Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Owner approves the Construction Documents, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market, if applicable.

6.5 If at any time the Architect's opinion of the Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner reasonably shall cooperate with the Architect in making such adjustments.

6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or price proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance the terms of this Agreement;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

6.7 If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by more than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. Except for the cost of such modifications, Architect shall not be responsible for any increase in the Cost of the Work.

6.8 If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by less than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with said bid or proposal, or the budget as adjusted under Section 6.6.1 and be compensated for modifications to the Construction Documents as Additional Services as provided under Section 11.3.

ARTICLE 7 - OWNERSHIP AND USE OF DOCUMENTS

7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project, except as otherwise provided in Section 7.2 below. The Architect's Instruments of Service shall be the property of the Owner as provided by Education Code Section 17316, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement.

7.2 This Agreement creates a non-exclusive and perpetual license for Owner to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in the Architect's Instruments of Service, including drawings, specifications, studies, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by Architect pursuant to this Agreement. This transfer of rights pertains not only to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project under Education Code Section 17316. This Agreement is an express transfer of rights as specified in Education Code Section 17316(b).

7.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Architect's Instruments of Service that Architect or its consultant's prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the Owner harmless pursuant to Section 7.2 of this Agreement for any breach of this Article 7. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the Owner.

7.4 The parties acknowledge the Architect's Instruments of Service are not represented to be appropriate for reuse without modification. Any reuse by Owner of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. In the event the Owner reuses or modifies the Architect's

Instruments of Service developed by the Architect pursuant to this Contract for purposes other than that for which they are contemplated, the Owner shall indemnify, defend, and hold harmless the Architect, its employees and consultants for damages and expenses caused by the Owner's use or modification of the Architect's Instruments of Service, and the parties agree that the provisions of this Article shall be the terms and conditions for the reuse as authorized by Education Code Section 17316(c).

7.5 The Architect will provide the Owner with a customary set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the Owner's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. The Architect shall promptly make available to Owner any original documents it has retained pursuant to this Agreement upon reasonable request by the Owner.

ARTICLE 8 - CLAIMS AND DISPUTES

8.1 GENERAL

8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or relating to this Agreement within the period specified by applicable law.

8.1.2 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, with limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

8.2 MEDIATION

8.2.1 If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be shared equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 60 days, either party may pursue litigation to resolve the dispute.

8.2.2 Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

ARTICLE 9 - TERMINATION OR SUSPENSION

9.1 The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under the Agreement.

9.2 TERMINATION WITHOUT CAUSE

9.2.1 The Owner may terminate this Agreement upon not less than 7 days' written notice to the Architect for Owner's convenience and without cause. Upon the Owner's request and authorization, the Architect shall perform any and all Basic Services and Additional Services reasonably necessary to wind up the work performed to the date of termination.

9.3 SUSPENSION OF THE PROJECT

9.3.1 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If and when the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

9.3.2 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect or the Architect's consultants, the Architect may terminate this Agreement by giving not less than 7 days' written notice.

9.4 TERMINATION WITH CAUSE

9.4.1 Either party may terminate this Agreement upon not less than 7 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

9.4.2 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

9.4.3 If the Owner fails to make payments to the Architect in accordance with this Agreement, other than those payments withheld pursuant to Section 11.7.1, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give 7 days' written notice to the Owner before suspending services. Before resuming services, the Architect shall be paid all sums due prior to suspension services and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fee for the remaining services and the time schedules shall be equitably adjusted.

9.5 EFFECTS OF TERMINATION

9.5.1 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

9.5.2 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be governed by the law of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Tulare County, California.

10.2 The Owner and the Architect, respectively, bind themselves, their partners, successors, permitted assigns and legal representatives to this Agreement. Neither the Owner nor Architect shall assign this Agreement without the written consent of the other.

10.3 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review within a reasonable period of time prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

10.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

10.5 Unless otherwise provided in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Notwithstanding the foregoing, in the event the Owner or the Architect is or becomes aware of the presence of, or exposure of persons to hazardous materials or toxic substances, or the substantial risk thereof, each shall have a duty to immediately notify the other in writing.

10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

10.7 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.8 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

10.9 Each individual executing this Agreement on behalf of the Architect hereby represents and warrants that Architect is a duly formed and existing entity qualified to do business in the state in which the Project is located and that Architect has full right and authority to execute and deliver this Agreement and that each person signing on behalf of Architect is authorized to do so.

10.10 Owner recognizes that circumstances may occur beyond the reasonable control of either the Owner or the Architect and extensions for such delays shall be made to the schedule. Notwithstanding anything stated herein to the contrary, any time during which the Architect is delayed in the Architect's work by acts of Owner or its employees or those in a direct contractual relationship with Owner or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any wrongful acts or omissions, shall be added to the time for completion of any obligations of the Architect.

ARTICLE 11 - COMPENSATION

11.1 BASIC SERVICES

11.1.1 Percent of Construction Cost: For the Architect's Basic Services described in Article 3, the Owner shall compensate the Architect on the basis of a percentage of the Cost of the Work, using the OPSC Sliding Scale as follows:

12.0% of the first	\$	500,000.00
11.5% of the next	\$	500,000.00
11.0% of the next	\$	1,000,000.00
10.0% of the next	\$	4,000,000.00
9.0% of the next	\$	4,000,000.00
8.0% of costs in excess of	\$	10,000,000.00

11.1.2 Initial Basic Services Compensation: The calculation of the Initial Basic Services Compensation shall be based on the application of the initial Cost of the Work to the OPSC Sliding Scale as follows:

COMPENSATION CALCULATION				
Fee Basis	% Fee	Const. Cost		Fee
500,000	12.0%	\$ 120,000.00	\$	14,400.00
500,000	11.5%	\$ -	\$	-
1,000,000	11.0%	\$ -	\$	-
4,000,000	10.0%	\$ -	\$	-
4,000,000	9.0%	\$ -	\$	-
Remainder	8.0%	\$ -	\$	-
Probable Construction Cost →		\$ 120,000.00		
			Fee Sub-total →	\$ 14,400.00
Initial Basic Services Compensation →				\$ 14,400.00

11.1.3 Adjustments to Basic Services Compensation:

- .1 At the end of the Schematic Design, Design Development, Construction Documents, and Agency Approval phases, Initial Basic Services Compensation shall be adjusted to the latest Probable Cost of Construction.
- .2 Initial Basic Services Compensation shall be adjusted after receipt of bids to the amount of the Contract Sum of the awarded construction contract, which shall be the basis for calculating compensation during the construction phase.
- .3 Basic Services Compensation shall be finally adjusted at the completion of the Project to the final Contract Sum of the construction contract, as documented in approved change orders.
- .4 Change Orders items determined to be caused by Architect error or omission shall not increase the Architect's compensation.
- .5 Change Order items which reduce the Contract Sum shall not reduce Compensation.
- .6 When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.1, based on (1) the lowest bona fide bid, or (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for services performed whether or not the Construction Phase is commenced.
- .7 When additive alternate bids are provided, and the Owner decides not to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual awarded bidders bid for such alternate bids, thereby compensating the architect for design and preparation of the alternate item.
- .8 When deductive alternate bids are provided, and the Owner decides to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual difference between the awarded bidder's bid for such alternate bids, thereby compensating the Architect for design and preparation of the alternate item.

11.2 PROGRESS PAYMENTS

11.2.1 Progress payments for each phase of Basic Services shall be as follows:

Schematic Design Phase:	10%
Design Development Phase:	20%
Construction Documents Phase:	35%

Agency Approval Phase:	5%
Bidding Phase:	5%
Construction Phase:	25%
Total Basic Compensation:	100%

11.3 ADDITIONAL SERVICES

11.3.1 For approved Additional Services that may arise during the course of the Project, the Owner shall compensate the Architect on the basis of a stipulated sum agreed to by the parties in advance of the services being performed, or on an hourly basis, plus compensation for reimbursable expenses.

11.3.2 When compensation for Additional Services is on an hourly basis, compensation for Additional Services of the Architect’s consultants will be computed at a rate of 1.10 times the amount billed to the Architect for such services.

11.3.3 For Reimbursable Expenses incurred in the furnishing of Additional Services, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect’s Consultants.

11.4 HOURLY BILLING RATES

11.4.1 The hourly billing rates for services of the Architect are set forth below:

Standard Hourly Billing Rates Schedule:

Principal Architect	\$	205.00
Architect III		165.00
Architect II		145.00
Architect I		130.00
Construction Administrator III		145.00
Construction Administrator II		120.00
Construction Administrator I		110.00
Business Manager		155.00
Project Manager		150.00
Interior Designer II		90.00
Interior Designer I		70.00
Drafting Technician IV		110.00
Drafting Technician III		100.00
Drafting Technician II		90.00
Drafting Technician I		70.00
Administrative Asst. II		90.00
Administrative Asst. I		50.00

The above rates are effective through December 31, 2021. Work continuing beyond December 31, 2021, shall be subject to increases in the above noted schedule based on Engineering News Record’s, “Cost of Living Index Adjustment”, until this agreement is modified.

11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

11.5.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include reasonable expenses incurred by the Architect and Architect’s consultants directly related to the Project, as follows:

- .1 Transportation in connection with the project shall be compensated at the yearly established rate as permitted and published by the Internal Revenue Service for compensated mileage.
- .2 Expense of out of region meals and lodging in connection with the Project.

- .3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates for non-exempt employees.
- .4 Expense of renderings, models and mock-ups requested by the Owner.
- .5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that required by Article 12.
- .6 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents required for approval, bidding, and construction of the Project in the Owner's interest, excluding reproductions for the office use of the Architect and the Architect's consultants.

11.5.2 For Reimbursable Expenses, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

11.6 PAYMENTS TO THE ARCHITECT

11.6.1 For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the Owner of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's billing rate. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to Owner payment of such expenses. If Owner disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, both parties shall continue to provide all services required by this Agreement and law until the end of the Project, even if Owner and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice.

11.6.2 Amounts unpaid 30 calendar days after the 5th of the month shall bear interest at the rate of 1-1/2%.

11.7 PAYMENTS WITHHELD

11.7.1 The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, Owner may withhold from payments to Architect to the extent that Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

11.8 ARCHITECT'S ACCOUNTING RECORDS

11.8.1 Architect shall maintain complete and accurate records showing all hours worked with respect to the services rendered and the costs incurred under this Agreement, including but not limited to Reimbursable Expenses and expenses pertaining to Additional Services. In addition, the Architect shall maintain complete and accurate records with respect to any payments to employees or subcontractors. Architect shall also be responsible for Architect's consultants keeping similar records. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Architect shall make such records available within Fresno County to the Auditor of Owner and to its agents and representatives, for the purpose of auditing and/or copying such records for a period of 5 years from the date of final payment under this Agreement.

ARTICLE 12 - INSURANCE PROVISIONS

12.1 Insurance Requirements: Architect shall maintain at its own costs and expense the following minimum insurance coverage and shall provide a certificate of insurance and any required endorsements to Owner. The certificate of insurance and required endorsements shall be provided prior to commencement of any work and prior to the expiration of each renewal of the policy. Owner may request and Architect shall, upon request, provide a true and certified copy of each policy. No payment will be issued until Owner has received acceptable insurance documentation.

12.2 In addition to the requirements outlined below for each insurance policy, Architect agrees that it will have each insurance policy endorsed to provide:

1. The policy shall be endorsed to provide thirty (30) day notice of cancellation, except ten (10) day notice for nonpayment of premium to Owner.
2. When required, the Commercial General Liability, Automobile Liability, and Aviation Liability insurance policies shall be endorsed to include as additional insured for on-going operations, products completed operations and ownership, operation or use of automobiles and aircraft, Owner and any other person or organization which Architect is required to include as additional insured under an Agreement and their respective owners, directors, officers, employees, agents and volunteers.
3. When required, the Workers Compensation insurance policies shall be endorsed to provide a waiver of subrogation in favor of the Owner and any other person or organization to which Owner is required in a written agreement to provide a waiver of subrogation.
4. If any insurance policy includes a cross suits endorsement or an insured vs. insured exclusion endorsement, the endorsement may not exclude a claim by an additional insured against the named insured or a claim by an additional insured against another additional insured.

12.3 General Liability Insurance: Without limiting Architect's indemnification, Architect shall secure and maintain in full force and effect, at its sole cost and expense during the term of this Agreement, a comprehensive general liability insurance policy with combined single limits of \$2,000,000.00 per occurrence, with a General Aggregate limit of \$4,000,000.00.

12.3.1 The policy shall include contractual liability. The policy may not include any limitation, exclusion or coverage restriction for explosion, collapse or underground hazards. The policy shall not include an exclusion for job site safety or injury to employees of independent contractors. If the policy includes an exclusion of professional services, the exclusion shall not include job site safety as part of the definition of professional services. The certificate of insurance shall include a statement that the policy does not exclude claims alleging job site safety.

12.3.2 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond this Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the Owner under any provision, including any duty to indemnify and defend the District.

12.4 Worker's Compensation and Employer's Insurance: Architect shall furnish to the Owner satisfactory proof that the Architect and all engineers, experts, consultants and employees for the period of this Agreement, is providing workers' compensation insurance with \$1,000,000.00 coverage for all persons whom they may employ in carrying out the Work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. If the Architect employs any engineer, expert consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of insurance covering said engineer, expert, consultant

or subcontractor to the Owner immediately upon their employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time.

12.5 Professional Liability Insurance: Architect shall furnish to the Owner satisfactory proof that the Architect has Professional Liability Insurance (errors and omissions) with limits of \$1,000,000.00 per claim/\$2,000,000.00 annual aggregate. This insurance shall be maintained in force during the entire period of time the Architect renders service to the Owner under this Agreement. Each of the Architect's professional sub-contractors shall comply with this Section, and Architect shall include such provisions in its contracts with them.

12.6 Commercial Automobile Liability: Commercial Automobile Liability Insurance including coverage for all owned, non-owned and hired automobiles. The limit of liability shall not be less than \$2,000,000 each accident. The policy shall include contractual liability.

12.7 Aviation Liability: To the extent drones are used, Architect will carry liability insuring bodily injury and property damage arising out of the use of owned and non-owned unmanned aircraft.

ARTICLE 13 - SPECIAL PROVISIONS

13.1 INDEMNIFICATION

13.1.1 The Architect agrees, to the extent permitted by law, to hold harmless and indemnify but not defend the Owner, its Governing Board, each member of the Board, and their officers and employees harmless from any liability for damages to the extent actually caused by the Architect's negligent acts, errors, omissions, or recklessness, or willful misconduct in the performance of professional services arising out of this Agreement and those of his or her officers, employees, consultants or sub-consultants or anyone for whom the Architect is legally responsible (collectively, the "Architect's Parties"). The Architect is not obligated to indemnify the Owner and employees or any other third party in any manner whatsoever for their own negligence.

13.1.2 This indemnification specifically includes any claims that may be made against Owner or against Architect by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. The Architect specifically agrees to hold harmless and indemnify the Owner for any and all claims arising out of any injury, disability, or death of the Architect's employees or agents to the extent that the above are caused by the negligent acts, errors, or omissions of the Architect. This indemnification obligation shall continue beyond the term of this Agreement as to any negligent acts or omissions occurring under this Agreement or any extension of this Agreement, subject to the applicable statute of limitations.

13.2 FINGERPRINTING

13.2.1 Pursuant to California Education Code Section 45125.1, before any agents or employees of Architect may enter school grounds where they may have any contact with pupils, Architect shall submit fingerprints of its agents and employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. Architect shall not permit any of its agents or employees to come in contact with pupils of the Owner until the Department of Justice has ascertained that the Architect's agents or employees have not been convicted of a felony as defined in Education Code Section 45122.1.

13.2.2 Architect shall provide Owner with a written list of the names of its agents or employees who may come in contact with pupils before commencement of work. Architect shall certify, in a form provided by Owner, under penalty of perjury, that it has complied with the requirements of Education Code Section 45125.1, and that none of its agents or employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Section 45122.1, based upon the information Architect has received from the Department of Justice.

13.2.3 If Architect believes that its agents or employees will have only limited contact with pupils and should therefore be exempted from these requirements, Architect must contact the Owner with its request for exemption within 15

days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including but not limited to the length of time Architect will be on school grounds, whether pupils will be in proximity to the site where the Architect's employees are working, and whether the Architect's employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the Owner's governing board.

13.3 ASSURANCES OF NON-DISCRIMINATION

13.3.1 Architect expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

13.4 INDEPENDENT CONTRACTOR STATUS

13.4.1 This Agreement is entered into by both parties with the express understanding that Architect will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the Architect or any of its agents, employees or officers as an agent, employee or officer of Owner. Architect agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of Owner. Subject to any performance criteria contained in this Agreement, Architect shall be solely responsible for determining the means and methods of performing the specified services and Owner, except to the extent stated otherwise in this Agreement, shall have no right to control or exercise any supervision over Architect as to how the services will be performed. As Architect is not Owner's employee, Architect is responsible for paying all required state and federal taxes. In particular, Owner will not (1) withhold FICA (Social Security) from Architect payments, (2) make state or federal unemployment insurance contributions on Architect's behalf, (3) withhold state or federal income tax from payments to Architect, (4) make disability insurance contributions on behalf of Architect, (5) obtain unemployment compensation insurance on behalf of Architect. Notwithstanding this independent contractor relationship, Owner shall have the right to monitor and evaluate the performance of Architect to assure compliance with this Agreement.

13.5 MANUFACTURER'S PRODUCT DATA

13.5.1 To the extent the Architect collects product manufacturer materials disclosing product contents; the Owner acknowledges that it is not relying on the Architect for any analysis of material composition or the human or environmental health impacts of specific material selections. Any assessments or evaluations of this kind should be conducted by a toxicologist or other trained professionals retained by the Owner.

13.6 NOTICE

13.6.1 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the address set forth below:

Owner: Pleasant View Elementary School District
Attn: Mark Odsather
14004 Road 184
Porterville, CA 93257

Architect: Mangini Associates, Inc.
Attn: Chris McLain
4320 W. Mineral King Avenue
Visalia, California 93291

ARTICLE 14 - SCOPE OF THE AGREEMENT

14.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the terms set and agreed upon as of the day and year first written above.

OWNER
PLEASANT VIEW ELEMENTARY SCHOOL DISTRICT

ARCHITECT
MANGINI ASSOCIATES INC.

By: _____
Mark Odsather, Superintendent

By:  _____
Christopher D. McLain, President, C29566

PROJECT BUDGET SUMMARY

PROJECT:	New Classroom Partitions for Pleasant View Elementary School	PROJ. NO.:	2166
CLIENT:	Pleasant View Elementary School District	DATE:	10/25/2021
PHASE:	Schematic Design	BLDG. AREA (sf):	
A. SITE			
1.	Purchase Price of Property	\$	-
2.	Appraisal	\$	-
3.	Escrow	\$	-
4.	CDE Site Studies / Site Acquisition Due Diligence Studies	\$	-
5.	CEQA Compliance / Site Acquisition Project Management	\$	-
6.	Geohazard Report	\$	-
7.	Phase 1 - Environmental Site Assessment / Phase 2 - Sampling Activities	\$	-
8.	Preliminary Endangerment Assessment	\$	-
9.	DTSC Fees and Response Action	\$	-
10.	Hazardous Material Investigation (asbestos, lead, Pcb, Ocp)	\$	-
11.	Geotechnical Investigation / Report	\$	-
12.	Topographic Survey	\$	-
13.	Utility Connection Fees (power, water, storm drain, gas, sewer, telephone, cable TV)	\$	-
14.	Impact Fees	\$	-
15.	Eligibility Consultant	\$	-
16.	Financial Consultant	\$	-
17.	Site Clearing / Demolition	\$	-
18.	Bond Costs	\$	-
19.	Temporary Housing / Relocation	\$	-
20.	Legal Fees	\$	-
21.			
	SITE SUBTOTAL →	\$	-
B. DESIGN AND APPROVAL			
1.	Architect's Fee (Modernization) - Based on OPSC Sliding Scale and Item C.6 below	\$	14,388.00
2.	Architect's Reimbursable Costs (Mileage, Bidding Documents Reproduction)	\$	5,000.00 budget
3.	Architect's LEED / CHPS / HPI Services	\$	-
4.	DSA Review Fee	\$	-
5.	CDE Review Fee	\$	-
6.	CGS Review Fee	\$	-
7.	City / County Review / Inspection Fee	\$	-
8.	Health Department Review Fee	\$	-
9.			
	DESIGN AND APPROVAL SUBTOTAL →	\$	19,000
C. PROBABLE CONSTRUCTION COST - BY GENERAL CONTRACTOR			
1.	Building 100 (Admin)	\$	-
2.	Building 200 (MU)	\$	-
3.	Building 300/400 (CRs)	\$	-
4.	Building 300/400 (CRs) (4 -Sliding Partitions)	\$	100,000.00
5.		\$	-
6.	General Requirements, Overhead, Bond, Insurance, Supervision, Etc.	9%	\$ 9,000.00
7.	Construction Contingency	10%	\$ 10,900.00
8.			
	PROBABLE CONSTRUCTION COST SUBTOTAL →	\$	119,900
D. OWNER PROVIDED CONSTRUCTION AND TESTING			
1.	Data / Communications by Owner	\$	-
2.	Intrusion Alarm by Owner	\$	-
3.	Hazardous Materials Removal by Owner	\$	-
4.	Construction Testing / Special Inspection	\$	-
5.	Inspector of Record	\$	-
6.	Commissioning Agent	\$	-
7.	SWPPP, Dust Control Plan, Indirect Source Review	\$	-
8.	Fixtures, Furniture and Equipment	\$	-
9.	Bid Advertising	\$	-
10.			
	OWNER PROVIDED CONSTRUCTION AND TESTING SUBTOTAL →	\$	-
	Budget Contingency (5%) →	\$	7,000
	TOTAL PROJECT BUDGET →	\$	146,000

Evaluation of the Owner's project budget represents Architect's judgment as a design professional familiar with the construction industry. Architect cannot and does not warrant or represent that actual costs will not vary from this budget summary.

MONTHLY BULLETIN

November 2021



Mon 11/1 – **PICTURE DAY**

GRADE REPORT WINDOW OPENS

Tue 11/2 – PVW Monthly Awards- 5/6th @ 9:30am & 7/8th @ 10am

Thu 11/4 – PVE Monthly Awards- PK-K @ 9:45am 3&4th @ 10:05am 1&2nd @ 10:35am
FHCN Mobile Health Unit 1-5pm @ PVE

Fri 11/5 – Soccer: PVW @ Woodville 1pm
End of 1st Trimester

Tue 11/9 – Board Meeting

Wed 11/10 – **GRADE REPORTING WINDOW CLOSES**

Thu 11/11 – **HOLIDAY: VETERANS DAY**

Fri 11/12 – Report Cards Printed



Mon 11/15 - Earthquake Drill

Tue 11/16 – **2pm Dismissal**
CONFERENCES from 2:30-4pm

Wed 11/17 – **2pm Dismissal**
CONFERENCES from 2:30-4pm

Thu 11/18 – Fire Drill (Random)
LATE CONFERENCES from 2:30-7pm

Fri 11/19 – Soccer: Woodville @ PVW 1pm



Wed 11/24 – **2pm Dismissal**
Farmers Market @ PVE from 3-5 pm

Thu 11/25 – THANKSGIVING HOLIDAY

Fri 11/26 – THANKSGIVING HOLIDAY

Visit our Pleasant View Falcons website:

www.pleasant-view.org

SUBJECT TO CHANGE REVISED – 10/27/2021

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Conference Center**
1535 Ave. 264
Visalia

September 13, 2021

To: District Superintendents

From: Tim A. Hire, Tulare County Superintendent of Schools 

Subject: **DECEMBER BOARD MEETING(S) AND SETTING THE DATE FOR THE ANNUAL ORGANIZATIONAL MEETING BETWEEN DECEMBER 10 AND DECEMBER 25, 2021 [Ed. Code §35143]**

****NOTE: Due to a change in the law that became effective January 1, 2019, organizational meetings must be held during a 15-day window beginning on the SECOND FRIDAY in December. BE ADVISED that this may cause scheduling problems due to the requirement that First Interim Reports must be reviewed and adopted by your governing board by December 15th of each year. Your district may have to hold 2 meetings in December going forward. Please plan accordingly.****

At its regular November board meeting, your governing board should set the date for the annual organizational meeting, to be held between December 10, 2021 and December 25, 2021 this year.

Pursuant to Education Code §35143, the organizational meeting **SHALL** be held in the 15-day period beginning on the **second Friday in December**. During election years, this coincides with the beginning of the term for newly elected board members and the end of term for departing board members.

At the organizational meeting a regular schedule of meetings for the coming year is adopted; new officers are elected for the following calendar year; and, if it is an election year, new board members are sworn in pursuant to Education Code §5017 and §5328.

Section 35143 also requires districts to notify the county superintendent of schools, all board members, and members-elect, in writing, at least 15 days prior to the meeting, of the date and time of the annual organizational meeting. The attached form is provided for your convenience in meeting this requirement. **Please send the form to my office, attn.: Shelly DiCenzo, immediately following your district's November meeting.** The form may also be used to notify your board members and members-elect.

TAH/sd

Attachment: Notification of Annual Organizational Meeting

NOTIFICATION OF ANNUAL ORGANIZATIONAL MEETING

To: (1) Tulare County Superintendent of Schools, Attention: Shelly DiCenzo
(2) Governing Board Members and Members-Elect of this District

Subject: **NOTIFCIATION OF DATE AND TIME OF THE ANNUAL ORGANIZATIONAL MEETING** [Education Code §35143]

At a regular meeting of the governing board held on November ____, 2021, this board determined that the annual organizational meeting will take place as follows:

Annual Organizational Meeting of the _____ School District

Date: December ____, 2021

Time: _____ a.m. p.m.

Location *(Include location/site name, room # and complete address or Zoom link below)*

**Resolution of the
Board of the Pleasant View School District
to Approve Amendment of the
School Employees Trust- Tulare County
Joint Exercise of Powers Agreement and Bylaws**

WHEREAS, a joint powers entity has been established and designated as the School Employees Trust- Tulare County; and

WHEREAS, _____ is an individual California school public agency/district or county office of education that is a Member of the Authority; and

WHEREAS, the Board, the governing board of the JPA, has determined that it is in the best interests of this Joint Program for Employee Benefits protection to amend the Joint Exercise of Powers Agreement and Bylaws as proposed in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED that the proposed amendments to the JPA Agreement and Bylaws, in substantially the form attached hereto as Exhibit A, are hereby approved.

PASSED AND ADOPTED by the following vote of the members of the Board of _____ this _____ day of _____ 2021, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF _____)

I, _____, Secretary of Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

Secretary of Governing Board

**AMENDED
JOINT EXERCISE OF POWERS AGREEMENT
SET-TC (SCHOOL EMPLOYEES TRUST – TULARE COUNTY)**

THIS AGREEMENT is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (commencing at section 6500) of the California Government Code, relating to the joint exercise of powers, by and between the public educational agencies of the STATE OF CALIFORNIA signatory hereto (hereinafter designated as “Districts”) and also those which may hereafter become signatory hereto, for the purpose of establishing, maintaining a self-funded program to provide health and welfare benefits to their officers and employees.

WITNESSETH:

WHEREAS, it has been determined by the parties hereto that there exists a need for Districts to establish, operate and maintain a partially self-funded program to provide health and welfare benefits to their officers and employees; and

WHEREAS, it is the desire of the Districts, and in their best public interest, to jointly provide for a self-funded program for group health and welfare benefits for their mutual advantage and concern; and

WHEREAS, Education Code Section 39602 and 39603 and Government Code Section 53205.3 authorizes school districts to join with other school districts to provide health and welfare benefits through certain specified means:

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein and in consideration of this Agreement by other public agencies, each of the parties hereto agrees as follows:

1) **CREATION AND PURPOSE OF AGENCY.** The SET-TC (School Employees Trust – Tulare County) (hereinafter referred to as “Agency”) is hereby created as an agency separate from the parties to the agreement for the purpose of administering the provisions of this agreement and of providing the services and other items necessary and appropriate for the establishment, operation and maintenance of a self-funded program of health and welfare benefits for officers and employees of the public education agencies who are parties hereto.

2) **DEFINITIONS.**

Agency	shall mean the School Employees Trust – Tulare County “SET-TC”; a Joint Powers Authority.
Board	shall mean the Board of Directors.
Claims Administrator	shall mean the party engaged by the Board for the purpose of determining losses and payments with respect to each plan of benefits provided by the Agency.
District	shall mean one of the public educational agencies which is a party to this Agreement.

Operating Fund	shall mean the fund or funds established by the Agency for the purpose of paying insurance premiums, administrative and other costs.
Insurance Policy	shall mean a policy or policies of insurance purchased by the Agency covering risks of the Districts.
Law	shall mean Article 1, Chapter 5, Division 7, Title 1, of the California Government Code commencing with Section 6500.
Employee	shall mean a person who is a full-time employee as defined by the District, or a person who was an employee or a member of the board of trustees of the district prior to retirement and was covered under the District's group benefits plan immediately prior to retirement.
Majority	shall mean four (4) affirmative votes.

3) **POWERS OF THE AGENCY.** The Agency shall have the power and authority to exercise any power common to the Districts that are parties hereto, provided that the same are in furtherance of the functions and objectives of this Agreement as herein set forth. Said powers shall be exercised in the manner provided by law and, except as expressly set forth herein, shall be subject only to such restrictions upon the manner of exercising such powers as are imposed upon Districts in the exercise of similar powers.

4) **FUNCTIONS OF THE AGENCY.** The functions of the Agency shall be as follows:

- a) To provide to the Districts the capabilities for self-funding of group medical, dental, vision and prescriptions benefits to the extent that employee negotiations allow and as deemed necessary. No district will participate in a SET-TC plan unless and until the District is able to reach negotiated agreement with that group which would allow such participation or unless the District is able to reach a negotiated agreement with that group which would allow such participation or unless the District is legally entitled to unilaterally effectuate action in this area;
- b) To perform, or contract for the performance of, the financial administration, policy formulation, claim service, legal representations, and other developments as necessary for the payment and handling of all group medical, dental, vision and prescription claims against Districts, as required. Said payment and handling for an District shall be for all group medical, dental, vision and prescription claims filed under the guidelines set forth in the plan document and summary of benefits approved by the membership in the Agency;
- c) To establish and maintain a fund to pay self-funded losses;
- d) To obtain excess coverage insurance in an amount to be determined by the Board;
- e) To acquire, hold and dispose of property, real and personal, all for the purposed of providing the membership with the necessary education, study, development and implementation of a self-funded program for group medical claims, including, but not by way of limitation, the acquisition of facilities and equipment necessary, the employment of personnel, and the operation and maintenance of a system for the handling of the self-funded plan;

- f) To perform such other functions as may be necessary or appropriate to carry out the purposes of this Agreement, so long as such other functions so performed are not prohibited by any provision of law.
- 5) **TERM OF THE AGREEMENT.** This agreement shall be effective when executed by all parties shown of the last page hereof and shall continue in effect until lawfully terminated. In the event of a reorganization of one or more of the Districts participating in this agreement, the successor in interest or successors in interest to the obligations of such reorganized District shall be substituted as a party or as parties to this agreement.
- 6) **AGENCY MEMBERSHIP.**
- a) Each party to this Agreement shall be eligible for membership in the Agency as defined in the Bylaws and shall become a member of the Agency upon the execution of this Agreement, Bylaws, and Resolutions and upon the effective date of this Agreement.
 - b) Upon the formal approval of a majority of the Board, any public educational agency that is not party hereto but that desires to join the Agency created hereby may become a member hereof by executing a copy of this Agreement and Resolution whereby, said public educational agency agrees to comply with the terms of this Agreement and of the Bylaws. The Board shall determine the effective date of such membership. The rights and benefits of such subsequent members may be limited as provided in this Agreement or the Bylaws of the Agency.
- 7) **AGENCY BOARD.** The Agency shall be governed by a board of directors which hereafter shall be referred to as the "Board". No one serving on the Board shall receive any salary or compensation from the Agency. The Board shall consist of seven (7) members who shall be elects as prescribed in the Bylaws.
- 8) **BYLAWS.** The Board may establish such Bylaws, rules and regulations not inconsistent with applicable law or with this agreement, as may be necessary for its operation, the conduct of its business and the operation of the Agency. Such Bylaws or any amendments shall be approved by a vote of the members of the Agency.
- 9) **POWERS AND DUTIES OF THE BOARD.** The Board shall have the authority and the duty to exercise the powers of the Agency as set forth above. In addition, the Board is specifically empowered to:
- a) Provide for the management and administration of the Agency in a manner that is in the best interest of the Agency. This power shall include the power to employ and terminate a management firm for such purpose, or to employ staff for such purpose.
 - b) Determine annual contribution rates and the method by which such contributions will be paid to the fund pursuant to this agreement.
 - c) Provide additional assessments during the year, if necessary, to allow for increased cost due to the changes in the law or excessive claims cost.
 - d) Determine whether and by what method new school districts shall be allowed into the Agency consistent with the terms above.
 - e) Appoint and dissolve working committees from its active membership or by contracting for such services, consistent with the terms of this agreement.
 - f) Insure that a complete and accurate system of accounting of the fund is maintained at all times as set forth in this agreement.

- g) Determine the manner in which group health and welfare claims shall be processed, and such processing shall be in conformity with all provisions.
- h) Elect, at its annual meeting, a president, a vice-president and secretary/treasurer of the Board for terms of one (1) year. The Board shall fill vacancies for unexpired terms as prescribed in the Bylaws.
- i) Maintain or cause to be maintained accurate case records for all insureds, accurate records of all claims paid. The Board shall also provide for loss control services.
- j) Enter into contracts consistent with the terms of this agreement.
- k) Receive, accept, expend and disburse funds for purposes consistent with the terms of this agreement.
- l) Make appropriate periodic reports to the member school Districts on the status of the Agency and its programs.
- m) Develop or cause to be developed, and adopt an annual budget for the Agency.
- n) Perform any and all other functions necessary to accomplish the purposes of this agreement.

10) MEETINGS OF THE BOARD.

- a) The Board shall provide for its regular, adjourned regular and special meetings provided, however, that it shall hold at least one (1) annual meeting in each year. Other scheduled meetings may be canceled, if deemed necessary, by a majority vote of the Board. The date, time, and place at which any regular meeting shall be held shall be determined by the Board to be held not less than twice annually.
- b) The secretary/treasurer of the Board shall cause minutes of all meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Agency.
- c) All meetings of the Board shall be called, noticed, held and conducted in accordance with the provisions of the Brown Act (commencing with Section 54950 of the California Government Code).
- d) A majority of the Board membership shall constitute a quorum for the transaction of business.

11) ACCOUNTS AND RECORDS.

- a) The Agency is strictly accountable for all funds received and disbursed by it and, to that end, the Agency shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of law or any resolution of the Agency. Books and records of the Agency in the hands of the secretary/treasurer shall be open to inspection at all reasonable times by the superintendent or designee of each District.
- b) The Board may establish a trust account into which may be deposited a sum not greater than that necessary for the settlement of claims. A service company or management firm contracted to administer the self-funded program covered by this agreement may execute and issue checks drawn on such account in payment of such claims. A monthly accounting of all checks drawn on such account shall be obtained by the secretary/treasurer from such company.
- c) The secretary/treasurer of the Agency shall be bonded in an amount determined by the Board and shall assume the duties described in California Government Code Section 6505.5 as well as other duties assigned by the Board. Such duties shall include, but shall not necessarily be limited to, the following:

- i) Received and receipt for all money of the Agency and place it in a trust account created by the Agency for claims;
 - ii) Be responsible upon an official bond for the safekeeping and disbursement of all Agency money so held by the secretary/treasurer;
 - iii) Pay, when due, out of money of the Agency so held, all sums payable by the Agency, such payment to be made only upon warrants drawn and signed by the Kern or Tulare County Superintendent of Schools, or upon checks drawn upon a trust account created pursuant to paragraph (1) above;
 - iv) Verify and report quarterly, in writing, of each year of the Board and to the Districts the amount of money being held for the Agency, the amount of receipts since the secretary/treasurer's last report, and the amount paid out since the last report.
- d) The Board shall contract with a Certified Public Accountant or Public Accountant to make an annual audit of the accounts and records of the Agency. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special Districts under Section 26909 or the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each of the Districts. Such report shall be filed within twelve (12) months of the end of the fiscal year under examination. Any costs of the audit, including contracts with, or employment of, Certified Public Accountants or Public Accountants, in making the audit(s) provided for above, shall be borne by the Agency and shall be a charge against any unencumbered funds of the Agency available to pay such demands.

12) FINANCE. Payment of contributions shall be made by a transfer or warrant to the Kern county School Service Fund which in turn will make payments to the claims administrators as required.

- a) The Agency shall operate of a fiscal year beginning October 1 and ending September 30.
- b) Additional Income: The Agency shall accept and deposit in the Agency's fund, monies from any of the following sources:
 - i) Interest and other investment income;
 - ii) Monies received from other sources.
- c) Debts: Should health and welfare claims against all Districts exceed the total yearly contributions, each District shall be assessed by the Board an additional amount based upon the percentage of yearly contributions paid by each District relative to the total yearly contributions paid by all Districts. Each District hereby agrees to pay assessments after written notification from the Board.
- d) The Agency shall have the right to seek and recover subrogation or third party liability monies when necessary.
- e) The Agency shall be authorized to conduct or cause to be conducted any reasonable verification or audit.

13) SEVERABILITY. Should any portion, term, condition or provision of this agreement be determined by a court or competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions or provisions shall not be affected thereby.

14) INVESTMENT OF SURPLUS FUNDS. The Agency shall have the power to invest or cause to be invested all excess contributions in compliance with Sections 6509.5 and 6505.5 of the California Government Code.

15) LIABILITY.

- a) The tort liability of the Agency, all members of the Agency Board, and all officers and employees of the Agency, shall be controlled by the provisions of Division 3.6 of Title I of the California Government Code. Within the Agency itself, however, each District shall be liable only for group health and welfare claims against members arising out of facts occurring while a member of the Agency. To achieve this purpose, each District hereby agrees to indemnify and hold harmless the other District for any loss, cost or expense that may be imposed upon such District in excess of such pro rata liability. The rules for interpreting indemnity agreements as set forth in Section 2778 of the California Civil Code are hereby incorporated herein.
- b) Any and all debts, liabilities and obligations included by or imposed upon the Agency shall be the debts, liabilities, and obligations solely of the Agency and no debt, liability or obligation shall thereby be imposed upon any party hereto or the collective parties hereto.
- c) The Agency shall insure itself and the parties hereto against loss, liability, and claims arising out of or in any way connected with the Agreement.

16) WITHDRAWAL AND REMOVAL.

- a) Any District desiring to withdraw from the Agency shall, by action of its governing board, so indicate by written notice to the Board by July 1. Withdrawal is effective the following October 1, provided that the withdrawing party has, by the end of the current fiscal year, either discharged, or has arranged to the satisfaction of the Board for the discharge of any pending obligations it has assumed hereunder and has otherwise complied with the requirements for withdrawal as provided in the Bylaws.
- b) The agency shall be responsible for claims of Districts that have withdrawn, provided such claims were incurred while such district was a member of the Agency. A withdrawing District shall incur no liability created after the effective date of said District's withdrawal. No refund or repayment shall be given to any withdrawing District except as provided in the Bylaws.
- c) Any District may be removed from membership in the Agency as provided in this Agreement and the Bylaws. Such removal from membership shall operate to terminate the agreement as to such district.
- d) This Agreement may be terminated at the end of any fiscal year by the affirmative action of the majority of the Board, provided that:
 - i) Such affirmative action is taken on or before October of that fiscal year; and
 - ii) All outstanding obligations of the Agency have been resolved or a paid-up contract has been entered into removing any further obligation from the Agency; and
 - iii) Said contract may be for the individual Districts to accept responsibility for any outstanding claims.
- e) No assets may be divided or returned until all outstanding obligations of the Agency have been resolved as set forth above.
- f) Any District desiring to withdraw from the Agency shall do so pursuant to the Bylaws.

17) DISPOSITION OF PROPERTY AND FUNDS.

- a) In the event of the dissolution of the Agency, the complete rescission or other final termination of this Agreement by all Districts, or withdrawal of a District, any property interest remaining in the Agency following a discharge of all obligations shall be disposed of as provided by the Bylaws.
- b) "Obligations," as referred to herein, shall include, but not be limited to, all payments required pursuant to the administrative agreement and insurance contracts, together with all reserves which have been established for the purpose of paying group medical claims together with any other legal obligations incurred by the Agency pursuant to this agreement.

18) ADDITIONAL PARTIES. Any other school district within Tulare and Kings Counties may become a party to this Agreement upon approval of the Board and execution of an addendum incorporating all the terms of this Agreement. Such additional parties shall forthwith pay to Agency its current contribution as determined by the Board. Thereafter, such additional party shall be considered a party to this agreement and all subsequent amendments to this Agreement to the same extent as all of the original parties.

19) AMENDMENTS. This Agreement may be amended by written agreement by all Districts, provided that if two-thirds (2/3rds) of the Districts agree in writing to an amendment, the other parties must also agree to said amendment, or they may be involuntarily terminated as parties to this agreement provided by the Bylaws.

20) EFFECT ON BARGAINING AGREEMENTS. Nothing in this Agreement shall be construed to alter or modify provisions in member district collective bargaining agreements.

21) SEPARATE BENEFIT PACKAGE. Nothing in this Agreement shall be construed to preclude a member district from establishing a separate benefit package.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

Dated: _____ District: _____

By: _____
Name and Title

Accepted on behalf of SET-TC: _____



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October 21, 2021

Member District Superintendents of
School Employees Trust- Tulare County
Delivered via email

Re: School Employees Trust- Tulare County
Updated Joint Powers Authority Agreement & Joint Powers Authority Bylaws

Dear Superintendents,

School Employees Trust- Tulare County is a joint powers authority that was formed in the 1980s for the purpose of providing employee benefits insurance, in which your district participates.

A joint powers authority is formed under two specific documents: 1) a Joint Powers Authority Agreement, which is an agreement to come together for a common purpose – in this case employee benefits programs; and 2) JPA Bylaws, which establish the protocol for the ongoing management and processes of the authority.

Frankly, the original JPA Agreement and JPA Bylaws for SET-TC, developed in the 1980s, have become antiquated and in need of a revision or “modernization,” if you will. The SET-TC Board of Directors along with Judy Fussel (now retired) and I were assigned to accomplish the task of updating the existing documents.

The committee reviewed JPA Agreements and JPA Bylaws that are being used in similar joint powers authorities and have been approved by the California Association of Joint Powers Authorities (CAJPA). Using these documents as the framework, the committee crafted documents that continue the intent of the original agreements from the 1980s, but also update them to fit the needs and guidelines of today’s environment.

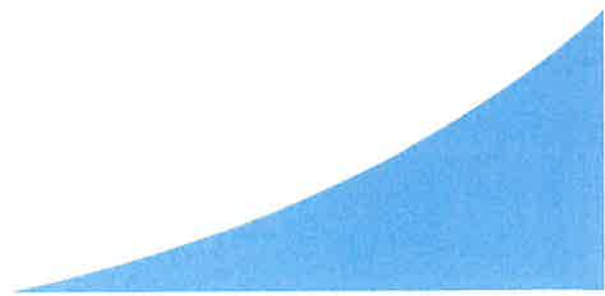
After review and discussion, the updated JPA Agreement and JPA Bylaws have been approved by the SET-TC Board of Directors. A copy of each document is attached for your review.

It will be necessary for your school board to pass a resolution approving the revised JPA Agreement and JPA Bylaws. As such we have provided a sample resolution that can be placed on district letterhead.

On behalf of the SET-TC Board of Directors we appreciate your participation in this longtime successful program. Please feel free to contact me with any questions you may have.

Sincerely,

JoeAnna Todd
Area President- Central Valley
Gallagher Benefit Services, Inc.
(559) 635-3523
Joeanna_todd@ajg.com



COVID-19 MITIGATION PLAN

The following policy establishes actions that will be taken by the district to provide a safe learning and working environment during the coronavirus (COVID-19) pandemic, and shall supersede any conflicting language in existing district policies or administrative regulations until the Governing Board determines that the need for this policy no longer exists. The Board acknowledges that, due to the evolving nature of the pandemic, federal, state, and local orders impacting district operations are subject to change without notice. In the event that any federal or state law and/or order or local order may conflict with this policy, the law or order shall govern.

The Board may also adopt resolutions or take other actions as needed to respond to such orders or provide further direction during the pandemic.

(cf. 2210 - Administrative Discretion Regarding Board Policy)
(cf. 5141.22 - Infectious Diseases)
(cf. 9310 - Board Policies)

To limit the impact of the pandemic on the education of district students, the district shall implement learning recovery, social-emotional support, and other measures and strategies designed to keep students learning and engaged in the instructional program.

COVID-19 Safety Plan

The Superintendent or designee shall establish, implement, and maintain a COVID-19 safety plan that complies with any mandatory public health guidance of the California Department of Public Health (CDPH), the COVID-19 prevention program ("CPP") consistent with the regulations of the California Division of Occupational Safety and Health, any orders of state or local health authorities, and any other applicable law and/or health order(s). The Superintendent or designee shall ensure, at a minimum, that the COVID-19 safety plan complies with all mandatory guidance and gives priority to recommended practices that are identified as being particularly effective at COVID-19 mitigation. The Superintendent or designee shall regularly review public health guidance to ensure that the district's COVID-19 mitigation strategies are current with public health mandates or recommendations.

The district's COVID-19 safety plan shall be posted on the district's web site.

To promote transparency and facilitate decision-making regarding COVID-19 mitigation strategies, the Superintendent or designee shall report to the Board on a regular basis regarding the following:

1. Level of community transmission of COVID-19
2. COVID-19 vaccination coverage in the community and among students and staff
3. Any local COVID-19 outbreaks or increasing trends

COVID-19 MITIGATION PLAN (continued)

4. Changes to local, state, and/or federal public health guidance, orders, and laws
5. Any revisions to the district's COVID-19 safety plan

Reporting to the Public Health Department

Upon learning that a school employee or student who has tested positive for COVID-19 was present on campus while infectious, the Superintendent or designee shall immediately, and in no case later than 24 hours after learning of the positive case, notify the local health officer or the local health officer's representative about the positive case. The notification shall be made even if the individual who tested positive has not provided prior consent to the disclosure of personally identifiable information and shall include all of the following information, if known: (Education Code 32090)

1. Identifying information of the individual who tested positive, including full name, address, telephone number, and date of birth
2. The date of the positive test, the school(s) at which the individual was present, and the date the individual was last onsite at the school(s)
3. The name, address, and telephone number of the person making the report

If a school has two or more outbreaks of COVID-19 and is subject to a safety review by CDPH pursuant to Education Code 32090, the Superintendent or designee shall cooperate fully with the review.

Statewide Instructional Mode Survey

On or before the second and fourth Monday of each month, the Superintendent or designee shall submit to the California Collaborative for Educational (CCEE) information required under Education Code 32091, in accordance with the form and procedures determined by CCEE.

Stakeholder Engagement and Community Relations

The district shall solicit input from stakeholders on how to best support students following the learning disruptions of the pandemic through appropriate methods, which may include surveys, community and family meetings, and other methods identified by the Superintendent or designee.

The Superintendent or designee shall collaborate with local health authorities to ensure that parents/guardians are provided with the information needed to ensure that public health

COVID-19 MITIGATION PLAN (continued)

guidance is observed in the home as well as in school, such as information about isolation and quarantine requirements, face mask requirements, symptom checks prior to school attendance, and who to contact when students have symptoms and/or were exposed.

The Superintendent or designee shall use a variety of methods to regularly communicate with students, parents/guardians, and the community regarding community transmission levels, district operations, school schedules, and steps the district is taking to promote the health and safety of students. In addition, the members of the Board have a responsibility as community leaders to communicate matters of public interest in a manner that is consistent with Board policies and bylaws regarding public statements.

(cf. 1100 - Communication with the Public)

(cf. 1112 - Media Relations)

(cf. 9010 - Public Statements)

The district shall continue to collaborate with local health officials and agencies, community organizations, and other stakeholders to ensure that district operations reflect current recommendations and best practices for COVID-19 mitigation strategies. The Superintendent or designee shall keep informed about resources and services available in the community to assist students and families in need.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

Learning Recovery and Social-Emotional Support

The Superintendent or designee shall develop a plan for assessing students' current academic levels early in the school year to ensure that each student is provided with appropriate opportunities for learning recovery based on need. The plan may include:

1. Use of interim or diagnostic assessments
2. Review of available data from assessments within the California Assessment of Student Performance and Progress
3. Review of attendance data from the 2020-2021 school year
4. Review of prior year grades
5. Discussion of student needs and strengths with parents/guardians and former teachers

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5141.5 - Mental Health)

(cf. 5141.52 - Suicide Prevention)

COVID-19 MITIGATION PLAN (continued)

(cf. 5147 - Dropout Prevention)
(cf. 6120 - Response to Instruction and Intervention)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6159 - Individualized Education Program)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Learners)
(cf. 6184 - Continuation Education)

The Superintendent or designee shall develop and implement a learning recovery program that, at a minimum, provides supplemental instruction and support for social emotional well-being, and to the maximum extent permissible meals and snacks, to eligible students. (Education Code 43522)

Supplemental Instruction and Support

The district shall provide students with evidence-based supports and interventions in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports through a program of engaging learning experiences in a positive school climate. (Education Code 43522)

Targeted and intensive supports may include: (Education Code 43522)

1. Extending instructional learning time based on student learning needs including through summer school or intersessional instructional programs
2. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff
3. Learning recovery programs and materials designed to accelerate student academic proficiency, English language proficiency, or both
4. Integrated student supports to address other barriers to learning, such as:
 - a. The provision of health, counseling, or mental health services
 - b. Access to school meal programs
 - c. Access to before and after school programs
 - d. Programs to address student trauma and social-emotional learning

COVID-19 MITIGATION PLAN (continued)

- e. Referrals for support for family or student needs
- 5. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports
- 6. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility
- 7. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning
- 8. Other interventions identified by the Superintendent or designee

(cf. 6164.2 - Guidance/Counseling Services)

To ensure schoolwide implementation of the district's tiered framework of supports, the Superintendent or designee shall plan staff development that includes: (Education Code 43522)

- 1. Accelerated learning strategies and effective techniques for closing learning gaps, including training in facilitating quality learning opportunities for all students
- 2. Strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs

Reengagement for Chronically Absent Students

The Superintendent or designee shall implement strategies for identifying, locating, and reengaging students who were chronically absent or disengaged during the 2020-21 school year, including students who were kindergarten-age but who did not enroll in kindergarten. Strategies for reengaging students may include:

- 1. Personal outreach to families, including by staff who are known to families
- 2. Door-to-door campaigns
- 3. The use of social media to spread awareness about the implementation of COVID-19 mitigation strategies
- 4. Welcoming and supporting students who experienced chronic absenteeism due to the COVID-19 pandemic or who are returning to school after a long absence

COVID-19 MITIGATION PLAN (continued)

Student Absence and Attendance

The Board recognizes that COVID-19 will continue to impact the attendance of students. The Superintendent or designee shall notify students and parents/guardians of expectations regarding school attendance. Such notification shall direct any student who contracts the virus or is subject to a quarantine order to stay home in accordance with state and local health orders.

(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5113.11 - Attendance Supervision)

The Superintendent or designee shall ensure continuity of instruction for students who may be under a quarantine order to stay home, by offering such students independent study or other instructional delivery channels that allows the student to continue to participate in the instructional program to the greatest extent possible.

Nondiscrimination

The Board prohibits discrimination based on actual or perceived medical condition or disability status. (Government Code 11135)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Individual students and staff shall not be identified as being COVID-positive, nor shall students be shamed, treated differently, or denied access to a free and appropriate public education because of their COVID-19 status or medical condition. Staff shall not disclose confidential or privileged information, including the medical history or health information of students and staff except as allowed by law. (Education Code 49450)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

The Superintendent or designee shall investigate any reports of harassment, intimidation, and bullying targeted at any student based on their medical condition or COVID status, exposure, or high-risk status.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)

Legal Reference: (see next page)

COVID-19 MITIGATION PLAN (continued)

Legal Reference:

EDUCATION CODE

32090-32095 *COVID-19 reporting and public health requirements*
43520-43525 *In-person instruction and expanded learning opportunities grants*
44978 *Sick leave for certificated employees*
45191 *Leave of absence for illness and injury, classified employees*
48205 *Excused absences*
48213 *Prior parent notification of exclusion; exemption*
48240 *Supervisors of attendance*
49451 *Exemption from physical exam; exclusion from attendance*

GOVERNMENT CODE

11135 *Nondiscrimination in programs or activities funded by state*
54950-54963 *The Brown Act*
12945.1-12945.2 *California Family Rights Act*

HEALTH AND SAFETY CODE

120175-120255 *Functions and duties of local health officers*
120230 *Exclusion from attendance*
120275 *Violations of quarantine order*
131080 *Advice to and control of local health authorities*

CODE OF REGULATIONS, TITLE 2

11087-11098 *California Family Rights Act*

CODE OF REGULATIONS, TITLE 5

202 *Exclusion from attendance*
306 *Explanation of absence*
420-421 *Record of verification of absence due to illness and other causes*

CODE OF REGULATIONS, TITLE 8

3205 *COVID-19 prevention*

Management Resources:

CSBA PUBLICATIONS

Sample School Board Resolution on Grading During Emergency School Closures
The Resource Guide: Turning Crisis into Opportunity. Delegate Assembly Report, May 2021
Understanding and Addressing Disruptions to Learning During the COVID-19 Pandemic, May 2021
CALIFORNIA COLLABORATION FOR EDUCATIONAL EXCELLENCE PUBLICATIONS
Statewide Instructional Mode Survey Frequently Asked Questions (FAQs), September 14, 2021
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Safe Return to In-Person Instruction and Continuity of Services Plan Template
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS
COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year, September 1, 2021
Requirement for Universal Masking Indoors at K-12 Schools, August 23, 2021
State Public Health Officer Order of August 11, 2021
State Public Health Officer Order of June 11, 2021

Management Resources: (see next page)

COVID-19 MITIGATION PLAN (continued)*Management Resources continued:*

CALIFORNIA DIVISION OF OCCUPATIONAL SAFETY AND HEALTH PUBLICATIONS

COVID-19 Prevention Emergency Temporary Standards - Fact Sheets, Model Written Program and Other Resources

CALIFORNIANS TOGETHER PUBLICATIONS

Teaching and Learning During Uncertain Times: A Review of Learning Continuity Plans

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Guidance for COVID-19 Prevention in K-12 Schools, August 5, 2021

INSTITUTE OF EDUCATION SCIENCES PUBLICATIONS

Addressing Trauma in Educational Settings, Module 1: Impacts and Symptoms of Trauma and Relevant Strategies to Support Students, Webinar, November 2020

NATIONAL CENTER FOR LEARNING DISABILITIES PUBLICATIONS

Promising Practices to Accelerate Learning for Students with Disabilities During COVID-19 and Beyond

NATIONAL SCHOOL PUBLIC RELATIONS ASSOCIATION PUBLICATIONS

Coronavirus Communications Crisis for Public Schools guide

OFFICE OF MANAGEMENT AND BUDGET PUBLICATIONS

Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19) Due to Loss of Operations, Memorandum M-20-17, March 19, 2020

Evidence-Based Practices for Assessing Students' Social and Emotional Well-Being, February 2021

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Confronting COVID-19-Related Harassment in Schools, August 2021

ED COVID-19 Handbook, Volume 1: Strategies for Safely Reopening Elementary and Secondary Schools, August 2021

ED COVID-19 Handbook, Volume 2: Roadmap to Reopening Safely and Meeting All Students' Needs, August 2021

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021

WEB SITES

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

California Collaborative for Educational Excellence: <https://ccee-ca.org>

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

California Department of Public Health: <https://www.cdph.ca.gov>

Centers for Disease Control and Prevention: <https://www.cdc.gov/coronavirus/2019-ncov>

California Division of Occupational Safety and Health: <https://www.dir.ca.gov/dosh>

California Interscholastic Federation: <https://cifstate.org/covid-19/index>

Office of the Governor: <https://www.gov.ca.gov>

Office of Management and Budget: <https://www.whitehouse.gov/omb>

State of California Safe Schools for All Hub: <https://schools.covid19.ca.gov>

U.S. Department of Labor: <https://www.dol.gov>

World Health Organization: <https://www.who.int>

EMERGENCY SCHEDULES

In order to provide for the safety of students and staff, the Governing Board authorizes the Superintendent or designee to close a school site, change the regular school day schedule, or take any necessary action when hazardous environmental or weather conditions or other emergencies warrant.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 5142 - Safety)
(cf. 6112 - School Day)

When an emergency condition causes a school closure, reduction in attendance, or change in schedule pursuant to Education Code 41422 or 46392, thereby preventing the district from complying with the minimum number of instructional days or minutes required by law, the Superintendent or designee shall complete and submit to the Superintendent of Public Instruction (SPI) the necessary forms and/or affidavits for obtaining approval of apportionment credit for the days of the closure, reduction in attendance, or change in schedule. The Superintendent or designee shall submit other relevant district records as may be required.

(cf. 3580 - District Records)
(cf. 6111 - School Calendar)

For school closures due to emergency events occurring after September 1, 2021, the Superintendent or designee shall develop a plan for offering independent study within 10 days of school closure to any student impacted by the emergency condition. The plan shall also address the establishment, within a reasonable time, of independent study master agreements as specified in BP 6158 - Independent Study. The plan shall require reopening in person as soon as possible once allowable under the direction from the city or county health officer. The Superintendent or designee shall certify that the district has a plan for independent study in the affidavit submitted to the SPI pursuant to Education Code 46392. (Education Code 46393)

(cf. 6158 - Independent Study)

The Superintendent or designee shall establish a system for informing students and parents/guardians when school buses are not operating as scheduled, the school day schedule is changed, or the school is closed. The district's notification system shall include, but is not limited to, notifying local television and radio stations, posting on district web site(s), sending email and text messages, and/or making telephone calls.

(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 3542 - School Bus Drivers)
(cf. 3543 - Transportation Safety and Emergencies)

EMERGENCY SCHEDULES (continued)

Whenever the school day schedule changes after students have arrived at school, the Superintendent or designee shall ensure that students are supervised in accordance with the procedures specified in the district's emergency and disaster preparedness plan.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee may provide a means to make up lost instructional time later during the year. Students and parents/guardians shall receive timely notice in advance of any resulting changes in the school calendar or school day schedule.

Legal Reference:

EDUCATION CODE

41420 *Required length of school term*

41422 *Schools not maintained for 175 days*

46010 *Total days of attendance*

46100- 46208 *Attendance; maximum credit; minimum day*

46390 *Calculation of ADA in emergency*

46391 *Lost or destroyed ADA records*

46392 *Decreased attendance in emergency situation*

46393 *Certification of plan for independent study*

VEHICLE CODE

34501.6 *School buses; reduced visibility*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

90-01 *Average Daily Attendance Credit During Periods of Emergency, February 10, 2005*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Frequently Asked Questions - Form J-13A

WEB SITES

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

STAFF DEVELOPMENT

The Governing Board believes that, in order to maximize student learning, achievement, and well-being, certificated staff members must be continuously learning and improving relevant skills. The Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers to enhance their instructional and classroom management skills, become informed about changes in pedagogy and subject matter, and strengthen practices related to social-emotional development and learning.

(cf. 6111 - School Calendar)

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, when creating, reviewing, and amending the district's staff development program. The Superintendent or designee shall ensure that the district's staff development program is aligned with district priorities for student learning, achievement and well-being, school improvement objectives, the local control and accountability plan, and other district and school plans.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

The district's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

1. Mastery of subject-matter knowledge, including current state and district academic standards

(cf. 6011 - Academic Standards)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6142.2 - World Language Instruction)

(cf. 6142.3 - Civic Education)

(cf. 6142.5 - Environmental Education)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

2. Use of effective, subject-specific teaching methods, strategies, and skills
3. Use of technologies to enhance instruction and learning, including face-to-face, remote, or hybrid instruction

STAFF DEVELOPMENT (continued)

- (cf. 0440 - District Technology Plan)*
- (cf. 4040 - Employee Use of Technology)*
- (cf. 4113.5/4213.5/4313.5 - Working Remotely)*
- (cf. 6158 - Independent Study)*
- (cf. 6163.4 - Student Use of Technology)*

4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students with characteristics specified in Education Code 200 and/or 220, Government Code 11135, and/or Penal Code 422.55

- (cf. 0410 - Nondiscrimination/Harassment)*
- (cf. 0415 - Equity)*
- (cf. 4112.22 - Staff Teaching English Learners)*
- (cf. 4112.23 - Special Education Staff)*
- (cf. 5146 - Married/Pregnant/Parenting Students)*
- (cf. 5147 - Dropout Prevention)*
- (cf. 6141.5 - Advanced Placement)*
- (cf. 6171 - Title I Programs)*
- (cf. 6172 - Gifted and Talented Student Program)*
- (cf. 6173 - Education for Homeless Children)*
- (cf. 6173.1 - Education for Foster Youth)*
- (cf. 6174 - Education for English Learners)*
- (cf. 6175 - Migrant Education Program)*

5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning

- (cf. 6178 - Career Technical Education)*

6. Knowledge of strategies that encourage parents/guardians to participate fully and effectively in their children's education

- (cf. 1240 - Volunteer Assistance)*
- (cf. 5020 - Parent Rights and Responsibilities)*
- (cf. 6020 - Parent Involvement)*

7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness; acceptance, and civility, including conflict resolution, hatred prevention, and positive behavioral interventions and supports

- (cf. 1313 - Civility)*
- (cf. 5131 - Conduct)*
- (cf. 5131.2 - Bullying)*
- (cf. 5137 - Positive School Climate)*
- (cf. 5138 - Conflict Resolution/Peer Mediation)*
- (cf. 5144 - Discipline)*
- (cf. 5145.9 - Hate-Motivated Behavior)*

STAFF DEVELOPMENT (continued)

8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn

9. Ability to interpret and use data and assessment results to guide instruction

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

10. Knowledge of topics related to student mental and physical health, safety, and welfare, which may include social-emotional learning and trauma-informed practices

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5030 - Student Wellness)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.63 - Steroids)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.5 - Mental Health)

(cf. 5141.52 - Suicide Prevention)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

11. Knowledge of topics related to employee health, safety, and security

(cf. 3514.1 - Hazardous Substances)

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

(cf. 4119.12 - Title IX Sexual Harassment Complaint Procedures)

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 4158/4258/4358 - Employee Security)

The Superintendent or designee shall, in conjunction with teachers, interns, and administrators, as appropriate, develop an individualized program of professional growth to increase competence, performance, and effectiveness in teaching and classroom management and, as necessary, to assist them in meeting state or federal requirements to be fully qualified for their positions.

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

(cf. 4131.1 - Teacher Support and Guidance)

STAFF DEVELOPMENT (continued)

Professional learning opportunities offered by the district shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other teachers, and support instruction and student learning. Learning activities may include, but are not limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data. (Education Code 44277)

The district's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

(cf. 4115 - Evaluation/Supervision)

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

(cf. 3100 - Budget)

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the

Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement and well-being.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

STAFF DEVELOPMENT (continued)

Legal Reference:

EDUCATION CODE

200 Educational equity
218 Lesbian, gay, bisexual, transgender, queer, and questioning student resources
220 Prohibition of discrimination
44032 Travel expense payment
44259.5 Standards for teacher preparation
44277 Professional growth programs for individual teachers
44300 Emergency permits
44325-44328 District interns
44450-44468 University internship program
44830.3 District interns
45028 Salary schedule and exceptions
48980 Notification of parents/guardians; schedule of minimum days
51745-51749.6 Independent study
52060-52077 Local control and accountability plan
56240-56245 Staff development; service to persons with disabilities
99200-99204 Subject matter projects

GOVERNMENT CODE

3543.2 Scope of representation of employee organization
11135 Discrimination

PENAL CODE

422.55 Hate crime

CODE OF REGULATIONS, TITLE 5

13025-13044 Professional development and program improvement
80021 Short-term staff permit
80021.1 Provisional internship permit
80023-80026.6 Emergency permits

UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness, Title IX
6601-6692 Preparing, training, and recruiting high quality teachers and principals

UNITED STATES CODE TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964
12101-12213 Americans with Disabilities Act

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Dec. No. 804, 14 PERC P21085

Management Resources: (see next page)

STAFF DEVELOPMENT (continued)

Management Resources:

CSBA PUBLICATIONS

Governing to the Core: Professional Development for Common Core, Governance Brief, May 2013

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Digital Learning Integration and Standards Guidance, June 2021

Social and Emotional Learning in California, A Guide to Resources, October 2018

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession (CSTP), 2009

WEB SITES

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

California Department of Education, Professional Learning: <http://www.cde.ca.gov/pd>

California Department of Education, Supporting LGBTQ+ Students:

<https://www.cde.ca.gov/pd/ee/supportlgbtq.asp>

California Subject Matter Project: <http://csmf.ucop.edu>

Collaborative for Academic, Social, and Emotional Learning: <https://casel.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Public Employment Relations Board: <https://perb.ca.gov>

RESPONSE TO INSTRUCTION AND INTERVENTION

The Governing Board desires to improve learning and behavioral outcomes for all students by providing a high-quality, data-driven educational program that meets the learning and behavioral needs of each student and reduces disparities in achievement among subgroups of students. Students who are not making academic progress pursuant to district measures of performance and/or are struggling behaviorally shall receive intensive instruction and intervention supports designed to meet individual learning needs, with progress monitored.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0415 - Equity)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 6000 - Concepts and Roles)
(cf. 6011- Academic Standards)

The Superintendent or designee shall convene a team that may include, as appropriate, staff with knowledge of curriculum and instruction, student services, special education, and instructional and behavioral support, certificated personnel, other district staff, and parents/guardians to assist in designing the district's Response to Instruction and Intervention (RtI²) system, based on an examination of indicators of district and schoolwide student achievement and social-emotional well-being.

(cf. 0500 - Accountability)
(cf. 4115 - Evaluation/Supervision)
(cf. 5123 - Promotion/Acceleration/Retention)
(cf. 5147 - Dropout Prevention)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Learners)
(cf. 6179 - Supplemental Instruction)

The district's RtI² system shall include instructional strategies and interventions with demonstrated effectiveness and be aligned with the district curriculum and assessments. The Superintendent or designee may conduct ongoing screening to determine student needs, analyze data, identify interventions for students not making adequate academic progress, monitor the effectiveness of the interventions, and adjust interventions according to efficacy.

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6190 - Evaluation of the Instructional Program)

The district's RtI² system shall include research-based, standards-based, culturally relevant instruction for students in the general education program; universal screening and continuous classroom monitoring to determine students' needs and to identify those students who are not

RESPONSE TO INSTRUCTION AND INTERVENTION (continued)

making progress; criteria for determining the types and levels of interventions to be provided; and subsequent monitoring of student progress to determine the effectiveness of the intervention and to make changes as needed.

Additionally, the districts RtI² system shall provide for:

1. High-quality classroom instruction
2. High expectations

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)

3. Assessments and data collection
4. Problem-solving systems approach
5. Research-based interventions
6. Positive behavioral support
7. Fidelity of program implementation
8. Staff development and collaboration, which may include training in the use of assessments, data analysis, research-based instructional practices and strategies and emphasize a collaborative approach of professional learning communities among teachers within and across grade spans

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

9. Parent/guardian and family involvement, including collaboration and engagement

The Superintendent or designee shall ensure that parents/guardians are involved at all stages of the instructional, intervention, and progress monitoring process. Parents/guardians shall be kept informed of the services that have and will be provided, the strategies being used to increase the student's rate of learning, the supports provided to improve behavioral difficulties, and the performance data that has and will be collected.

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

RESPONSE TO INSTRUCTION AND INTERVENTION (continued)10. Consideration of further evaluation utilizing RtI² data

The RtI² system may be utilized as one component when considering the referral of a student for evaluation for special education or other services.

(cf. 6159 - Individualized Education Program)
 (cf. 6159.4 - Behavioral Interventions for Special Education Students)
 (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
 (cf. 6164.5 - Student Success Teams)
 (cf. 6164.6 - Identification and Education Under Section 504)

*Legal Reference:*EDUCATION CODE

56329 Assessment, written notice to parent
 56333-56338 Eligibility for specific learning disabilities
 56500-56509 Procedural safeguards

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act, especially:
 1416 Monitoring, technical assistance, and enforcement

CODE OF FEDERAL REGULATIONS, TITLE 34

300.301-300.11 Evaluations, reevaluations, and additional procedures for identifying children with specific learning disabilities

COURT DECISIONS

M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842

*Management Resources:*CSBA PUBLICATIONS

Best Practices in Special Education, Governance Brief, May 2019

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Disproportionality Calculation Methodologies

NATIONAL COUNCIL ON DISABILITY PUBLICATIONS

IDEA Series: Every Student Succeeds Act and Students with Disabilities, February 2018

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

WEB SITES

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

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

National Center for Learning Disabilities RTI Action Network: <http://www.rtinetwork.org>

National Council on Disability: <https://ncd.gov>

U.S. Department of Education: <http://www.ed.gov>

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION

The Governing Board recognizes the need to actively seek out and evaluate district residents from birth to age 21 who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 6164.41 - Children with Disabilities Enrolled by Their Parents in Private School)

(cf. 6164.6 - Identification and Education Under Section 504)

The Superintendent or designee shall establish a comprehensive child find system that includes procedures for the identification, screening, referral, assessment, and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the special education and related services provided to such individuals. (Education Code 56301)

The district's identification procedures shall include systematic methods for utilizing referrals from parents/guardians, teachers, agencies, appropriate professionals, and other members of the public, and shall be coordinated with school site procedures for referral of students whose needs cannot be met with modifications to the regular instructional program. (Education Code 56302)

The Superintendent or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning their child. In addition, the Superintendent or designee shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals for special education services. (Education Code 56301)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 4112.23 - Special Education Staff)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 5145.6 - Parental Notifications)

(cf. 6159 - Individualized Education Program)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

(cf. 6162.51 - State Academic Achievement Tests)

Legal Reference: (see next page)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

Legal Reference:

EDUCATION CODE

44265.5 *Professional preparation for teachers of impaired students*
56000-56885 *Special education programs, especially:*
56043 *Timelines affecting special education programs*
56195.8 *Adoption of policies*
56300-56305 *Identification of individuals with disabilities*
56320-56330 *Assessment*
56333-56338 *Eligibility criteria for specific learning disabilities*
56340-56347 *Instructional planning and individualized education program*
56381 *Reassessment of students*
56425-56432 *Early education for individuals with disabilities*
56441.11 *Eligibility criteria, children ages 3-5*
56445 *Transition to grade school; reassessment*
56500-56509 *Procedural safeguards*

GOVERNMENT CODE

95000-95029.5 *California Early Intervention Services Act*

CODE OF REGULATIONS, TITLE 5

3021-3029 *Identification, referral and assessment*
3030-3031 *Eligibility criteria*

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act of 1974*
1400-1482 *Individuals with Disabilities Education Act, especially:*
1412 *State eligibility*
1415 *Procedural safeguards*

CODE OF FEDERAL REGULATIONS, TITLE 34

104.35 *Evaluation and placement*
104.36 *Procedural safeguards*
300.1-300.818 *Individuals with Disabilities Education Act, especially:*
300.301-300.306 *Evaluations and reevaluations*
300.323 *When IEPs must be in effect*
300.502 *Independent educational evaluation*

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

COURT DECISIONS

Timothy O. v. Paso Robles Unified School District (9th Cir. 2016) 822 F.3d 1105
M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842
Compton Unified School District v. Addison, (9th Cir. 2010) 598 F.3d 1181
N.B. and C.B v. Hellgate Elementary School District (9th Cir. 2008) 541 F.3d 1202
Hood v. Encinitas Union School District (2007) 486 F.3d 1099

Management Resources: (see next page)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Practitioners' Guide for Educating English Learners with Disabilities, 2019

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs:

<http://www.ed.gov/about/offices/list/osers/osep>

Instruction

AR 6164.4(a)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION

Referrals for Special Education Services

The Superintendent or designee shall ensure that the district's child find process includes the collection of data and, at reasonable intervals, the screening of such data to determine if students are making adequate progress, as appropriate.

A student shall be referred for special education instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303)

However, the district shall ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

(cf. 6120 - Response to Instruction and Intervention)
(cf. 6164.5 - Student Success Teams)

A parent/guardian or the district may initiate a request for an initial evaluation to determine if the student is a student with a disability. (34 CFR 300.301)

When a verbal referral is made, staff shall offer assistance to the individual to make the request in writing and shall assist the individual if the individual requests such assistance. (5 CCR 3021)

All referrals from school staff for an initial evaluation shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student and, when appropriate, the results of intervention. This documentation shall not delay the timelines for completing the assessment plan or assessment. (5 CCR 3021)

Initial Evaluation for Special Education Services

Before the initial provision of special education and related services to a student with a disability, the district shall conduct a full and individual initial evaluation of the student. (Education Code 56320; 34 CFR 300.301)

Upon receipt of a referral of any student for special education and related services, a proposed evaluation plan shall be developed within 15 calendar days, not counting days between the student's regular school sessions or terms or calendar days of school vacation in excess of five school days, unless the parent/guardian agrees, in writing, to an extension. If the referral is made within 10 days or less prior to the end of the student's regular school year or term, the proposed evaluation plan shall be developed within 10 days after the beginning of the next regular school year or term. (Education Code 56043, 56321)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

The proposed evaluation plan shall meet all of the following requirements: (Education Code 56321)

1. Be in a language easily understood by the general public
2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible
3. Explain the types of evaluation to be conducted
4. State that no individualized education program (IEP) will result from the evaluation without parent/guardian consent

(cf. 6159 - Individualized Education Program)

A copy of the notice of a parent/guardian's rights and procedural safeguards shall be attached to the evaluation plan. (Education Code 56321)

The proposed written evaluation plan shall include a description of recent assessments conducted, including available independent assessments and assessment information requested by the parent/guardian to be considered, as well as information indicating the student's primary language and the student's primary language proficiency as determined by Education Code section 52164.1. (5 CCR 3022)

Before conducting an initial evaluation, the district shall provide the parent/guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the evaluation plan, the parent/guardian shall receive written notice that includes all of the following information: (Education Code 56329; 34 CFR 300.304, 300.502, 300.504)

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or the parent/guardian's representative shall be scheduled pursuant to Education Code 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities, as defined in Education Code 56026, and shall discuss the evaluation, the educational recommendations, and the reasons for the recommendations.
2. When making a determination of eligibility for special education, the district shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency, if the student does not otherwise meet the eligibility criteria under 34 CFR 300.8.

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.
4. If the parent/guardian disagrees with an evaluation obtained by the district, the parent/guardian has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists, in accordance with 34 CFR 300.502. The parent/guardian is entitled to only one such evaluation at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of the student, an equivalent opportunity shall apply to the IEE. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting, if any, regardless of whether the IEE is initiated before or after the filing of a due process hearing proceeding.

5. The district may initiate a due process hearing pursuant to Education Code 56500-56508 to show that its evaluation is appropriate. If the final decision resulting from the due process hearing is that the evaluation is appropriate, the parent/guardian maintains the right for an IEE, but not at public expense.

If the parent/guardian obtains an IEE at private expense, the results of the IEE shall be considered by the district with respect to the provision of a free appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student. If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an IEE of the student in the student's current educational placement and setting and in any educational placement and setting proposed by the district, regardless of whether the IEE is initiated before or after the filing of a due process hearing.

6. If the parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the student's parent/guardian, the student in that proposed placement. Any such observation shall only be of the student who is the subject of the observation and shall not include the observation or evaluation of any other student in the proposed placement unless that other student's parent/guardian consents to the observation or evaluation. The results of any observation or evaluation of another student in violation of Education Code 56329(d) shall be inadmissible in any due process or judicial proceeding regarding FAPE of that other student.

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

(cf. 5145.6 - Parental Notifications)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6164.41 - Children with Disabilities Enrolled by their Parents in Private School)

Parent/Guardian Consent for Evaluations

Upon receiving the proposed evaluation plan, the parent/guardian shall have at least 15 days to decide whether to consent to the initial evaluation. The district shall not interpret parent/guardian consent for initial evaluation as consent for initial placement or initial provision of special education services. (Education Code 56321; 34 CFR 300.300)

Informed parental consent means that the parent/guardian: (Education Code 56021.1; 34 CFR 300.9)

1. Has been fully informed, in the parent/guardian's native language or other mode of communication, of all information relevant to the activity for which consent is sought
2. Understands and agrees, in writing, to the carrying out of the activity for which parent/guardian consent is sought and the consent describes that activity and lists the records (if any) that will be released and to whom
3. Understands that the granting of consent is voluntary on the parent/guardian's part and may be revoked at any time
4. Understands that if the parent/guardian revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked). The district is not required to amend the education records of a student to remove any reference to the student's receipt of special education and services if the student's parent/guardian submits a written revocation of consent after the initial provision of special education and related services to the student.

The district shall make reasonable efforts to obtain the informed consent of the parent/guardian for an initial evaluation or reevaluation of a student. (Education Code 56321; 34 CFR 300.300, 300.322)

The district shall maintain a record of its attempts to obtain consent, which may include:

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

If a parent/guardian refuses to consent to the initial evaluation or fails to respond to a request to provide consent, the district may, but is not required to, pursue an evaluation by utilizing the procedural safeguards, including the mediation and due process procedures pursuant to 20 USC 1415 and 34 CFR 300.506-300.516. (Education Code 56321; 34 CFR 300.300)

For a student who is a ward of the state and not residing with the student's parent/guardian, the district shall make reasonable efforts to obtain the informed consent from the parent of the student for an initial evaluation to determine whether the student is a student with a disability. The district may conduct an initial evaluation without obtaining informed consent if any of the following situations exists: (Education Code 56321.1; 20 USC 1414; 34 CFR 300.300)

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent/guardian of the student.
2. The rights of the parent/guardian of the student have been terminated in accordance with state law.
3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student.

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

The district need not obtain parent/guardian consent before reviewing existing data as part of an evaluation or reevaluation, or before administering a test or other evaluation that is administered to all students, unless consent is required from the parents/guardians of all students. (Education Code 56321; 34 CFR 300.300)

Conduct of the Evaluation

Within 60 calendar days of receiving parental consent for the initial assessment of a student, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five schooldays, a determination whether the student is eligible for special education and the educational needs of the student shall be made, an IEP team meeting shall occur, and an IEP shall be developed, unless the parent/guardian agrees in writing to an extension, pursuant to Education Code 56344. If the 60-day time is interrupted by a student school vacation, the 60-day time shall recommence on the date that student

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

school days reconvene and a meeting to develop an IEP for the student shall be conducted within 30 days of a determination that the student needs special education and related services. (Education Code 56043, 56344)

However, when a referral has been made for a student 30 days or less prior to the end of the regular school year, an IEP required as a result of an assessment of the student shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56043, 56344; 34 CFR 300.301, 300.323)

The evaluation shall be conducted by qualified personnel who are competent to perform the assessment as determined by the district. (Education Code 56320, 56322)

In addition, evaluations and reevaluations shall be administered by qualified personnel who are competent in the oral or sign language skills and written skills of the student's primary language or mode of communication and have a knowledge and understanding of the cultural and ethnic background of the student. If it is clearly not feasible to do so, an interpreter shall be used, and the assessment report shall document this condition and note that the validity of the assessment may have been affected. The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance shall not be diagnosed as a disabling condition. (5 CCR 3023)

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. (Education Code 56321; 20 USC 1414; 34 CFR 300.302)

In conducting the evaluation, the district shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student. The district shall also use any information provided by the parent/guardian that may assist the district in making the determination as to whether the student is a student with a disability and, if so, the necessary components of the student's IEP when the IEP is developed, including information related to enabling the student to be involved in and to progress in the general education curriculum. (34 CFR 300.304)

The district's evaluation shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability and for determining the appropriate educational program for the student. The assessment shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors. (34 CFR 300.304)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

The district shall also ensure that assessments and other evaluation materials provide relevant information that assists in determining the student's educational needs and are: (Education Code 56320; 34 CFR 300.304)

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis
2. Provided and administered in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer
3. Used for the purposes for which the assessments or measures are valid and reliable
4. Administered by trained and knowledgeable personnel except that individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist
5. Administered in accordance with any instructions provided by the producer of the assessments
6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient
7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to best ensure that the results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health and development, vision (including low vision), hearing, motor abilities, language function, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status. When appropriate, a developmental history shall be obtained. For students with residual vision, a low vision assessment shall be provided in accordance with guidelines established pursuant to Education Code 56136. The district shall ensure that the evaluation is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified. (Education Code 56320; 34 CFR 300.304)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

As part of the initial evaluation and any reevaluation, the IEP team and other qualified professionals shall, if appropriate, review existing evaluation data on the student, including evaluations and information provided by the parents/guardians, current classroom-based local or state assessments and classroom-based observations, and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine: (Education Code 56381; 34 CFR 300.305)

1. Whether the student is a student with a disability, or in the case of a reevaluation, whether the student continues to have a disability, and the educational needs of the student
2. The present levels of academic achievement and related developmental needs of the student
3. Whether the student needs, or continues to need, special education and related services
4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the student's IEP and to participate, as appropriate, in the general education curriculum

If a student has transferred from another district in the same school year or leaves this district, the district shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full evaluations. (34 CFR 300.304)

Evaluation Report

The personnel who evaluate the student shall prepare a written report of the results of each evaluation. The report shall include, but not be limited to, the following: (Education Code 56327)

1. Whether the student may need special education and related services
2. The basis for making the determination
3. The relevant behavior noted during the observation of the student in an appropriate setting
4. The relationship of that behavior to the student's academic and social functioning

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

5. The educationally relevant health, developmental, and medical findings, if any
6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services
7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate
8. The need for specialized services, materials, and equipment for students with low incidence disabilities, consistent with Education Code 56136

Eligibility Determination

Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parent/guardian shall determine whether the student is a student with a disability as defined in 5 CCR 3030 and 34 CFR 300.8 and, if so, the student's educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)

When making a determination of eligibility for special education and related services, the district shall not determine that a student is disabled if the primary factor for such determination is a lack of appropriate instruction in reading, including the essential components of reading instruction pursuant to 20 USC 6368, lack of instruction in mathematics, limited English proficiency, or that the student does not otherwise meet the eligibility criteria. (Education Code 56329; 34 CFR 300.306)

The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance, shall not be diagnosed as a disabling condition. (5 CCR 3023)

Independent Educational Evaluation

An *independent educational evaluation* is defined as an evaluation conducted by a qualified examiner who is not employed by the district. (34 CFR 300.502)

Public expense means that the district either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. (34 CFR 300.502)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

The parents/guardians of a student with a disability have the right to obtain an IEE at public expense under the same criteria, including the location of the evaluation and the qualifications of the examiner, that the district uses for a district-initiated evaluation. (34 CFR 300.502)

The parent/guardian is entitled to only one IEE at public expense each time the district conducts an evaluation with which the parent/guardian disagrees. (Education Code 56329; 34 CFR 300.502)

If a parent/guardian has requested an IEE, the district may ask for the reason that the parent/guardian objects to the district's evaluation. However, the parent/guardian is not required to provide an explanation and the district may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation. (34 CFR 300.502)

Upon receiving the request for an IEE, the district shall, without unnecessary delay, either: (34 CFR 300.502)

1. File a due process complaint to request a hearing to show that its evaluation is appropriate
2. Ensure that an IEE is provided at public expense, unless the district demonstrates at a hearing that the evaluation obtained by the parent/guardian did not satisfy the district's criteria

If a due process hearing decision determines that the district's evaluation is appropriate, then the parent/guardian may obtain an IEE but not at public expense. (Education Code 56329; 34 CFR 300.502)

In any decision made with respect to providing FAPE to a student with a disability, the result of any IEE obtained by the student's parent/guardian shall be considered by the district if it meets district criteria. Any such result also may be presented as evidence at a hearing on a due process complaint. (Education Code 56329; 34 CFR 300.502)

Reevaluation

A reevaluation shall be conducted when the district determines that the educational or related service needs of the student, including improved academic achievement and functional performance, warrant a reevaluation or if the student's parent/guardian or teacher requests reevaluation. Such reevaluations shall occur every three years, unless the parent/guardian

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

and district agree in writing that a reevaluation is unnecessary. A reevaluation may not occur more than once a year, unless the parent/guardian and the district agree otherwise. (Education Code 56043, 56381; 34 CFR 300.303)

The district shall ensure that any reevaluations of the student are conducted in accordance with the evaluation procedures pursuant to 34 CFR 300.304-300.311. (34 CFR 300.303)

Before entering kindergarten or first grade, as the case may be, children with disabilities who are in a preschool program shall be reevaluated to determine if they still need special education and services. IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs. (Education Code 56445)

(cf. 5148.3 - Preschool/Early Childhood Education)

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL

The Governing Board recognizes its obligations under state and federal to locate, identify, evaluate, and provide equitable services to children voluntarily enrolled by their parents/guardians in private schools located within the district.

(cf. 0430 - Comprehensive Local Plan for Special Education)

The Superintendent or designee shall ensure that activities to locate, identify, and evaluate children with disabilities enrolled by their parents/guardians in private schools within the district are comparable to activities undertaken for individuals with disabilities aged three to 22 in public schools within the district. (Education Code 56171; 34 CFR 300.131)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

The Superintendent or designee shall develop a budget for the provision of services to children with disabilities enrolled by their parents/guardians in private school based on the proportionate share of federal funds received and the number of eligible children, including the possibility of mid-year enrollees, and the types of services to be provided.

Legal Reference:

EDUCATION CODE

56000 Education for individuals with exceptional needs

56020-56035 Definitions

56170-56177 Children in private schools

56195.8 Adoption of policies for programs and services

56300-56385 Identification and referral, assessment

56500-56509 Procedural safeguards, including due process rights

56600-56606 Evaluation, audits and information

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1400-1482 Individuals with Disabilities Education Act, especially:

1412 State eligibility

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act

CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.818 Assistance to states for the education of students with disabilities, especially:

300.130-300.144 Children with disabilities enrolled by their parents in private schools

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

COURT DECISIONS

Agostini v. Felton (1997) 521 U.S. 203

Management Resources: (see next page)

**CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN
PRIVATE SCHOOL (continued)**

Management Resources:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

Questions and Answers on Serving Children with Disabilities Placed by Their Parents in Private Schools, April 2011

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education and Rehabilitative Services:

<http://www.ed.gov/about/offices/list/osers>

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL

Definitions

Parentally-placed private school children with disabilities means children with disabilities who are voluntarily enrolled by their parents/guardians in a private school or facility within district boundaries, including children who are attending a private school or facility within district boundaries but who reside in another district or state. (34 CFR 300.130, 300.131)

Private school or facility means a private full-time day school, including a religious school, located within district boundaries, that has filed an affidavit with the California Department of Education pursuant to Education Code 33190 and is registered in the California Private School Directory.

Consultation with Private School Representatives

The Superintendent or designee shall consult with all private school representatives and representatives of parents/guardians of parentally-placed private school children with disabilities during the design and development of equitable services for the children. In order to ensure a meaningful and timely consultation, the consultation shall include: (Education Code 56301; 20 USC 1412(a)(10)(A)(iii); 34 CFR 300.134)

1. The child find process and how parentally-placed private school children suspected of having a disability can participate equitably
2. The manner in which parents/guardians, teachers, and private school officials will be informed of the child find process
3. The determination of the proportionate share of federal funds available to serve parentally-placed private school children with disabilities and how this share is calculated
4. How the consultation process among district staff, private school officials, and representatives of parents of parentally-placed private school children with disabilities will operate throughout the school year to ensure that identified children can meaningfully participate in equitable services
5. The provision of equitable special education and related services including how, when, and by whom such services will be provided including a discussion about the types of services, alternate service delivery mechanisms, how services will be apportioned if funds are insufficient to serve all of the identified children, and how and when those decisions will be made

**CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN
PRIVATE SCHOOL (continued)**

6. In the event that the district and private school disagree on the provision of or the types of services, how the district will provide the private school officials with a written explanation of the reasons that the district chose to not provide the services

When meaningful and timely consultation has occurred, the district shall obtain a written affirmation signed by the representatives of participating private schools. If the private school representatives do not provide the affirmation within a reasonable period of time, the district shall forward documentation of the consultation process to the California Department of Education. (Education Code 56172; 20 USC 1412; 34 CFR 300.135)

After the consultation has occurred, the district shall ensure an annual count of the number of parentally-placed children with disabilities attending private schools located within the district. This count shall be conducted between October 1 and December 1 each year and shall be used to determine the amount the district must spend on providing equitable services to the children in the subsequent fiscal year. (34 CFR 300.133)

Provision of Services

A child with a disability parentally-placed in a private school has no individual right to receive some or all of the special education and related services that would have been received if enrolled in public school. Such a child may receive a different amount of services than students with disabilities in public schools. (34 CFR 300.137, 300.138)

The district shall evaluate all identified parentally-placed private school children with disabilities for purposes of considering them for equitable services. This evaluation shall be conducted in accordance with the timelines and procedures for evaluating public school students with disabilities pursuant to 34 CFR 300.300-300.311 and as specified in BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education, including obtaining parent/guardian consent and providing the parent/guardian with a copy of the procedural safeguards notice. (34 CFR 300.131, 300.504)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

If the child resides in the district and is eligible for an individualized education program (IEP), the district shall make a free appropriate public education (FAPE) available to the child. However, the district is not required to develop an IEP if the parent/guardian makes clear the intention to keep the child enrolled in private school. In such situations, the district shall obtain written certification confirming the parent/guardian's intention to keep the child

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL (continued)

enrolled in private school, including the fact that the parent/guardian is not interested in the development of an IEP or the district's offer of FAPE. If the parent/guardian does not provide confirmation in writing, the district shall obtain oral confirmation of the parent/guardian's intention and confirm the conversation in writing.

If the child resides in a different district, then this district and the district of residence shall work together to ensure that the parent/guardian receives an offer of FAPE in accordance with law.

The district shall develop and implement for each identified child with a disability enrolled by their parents/guardians in a private school within the district's boundaries an individual services plan (ISP) that describes the equitable services that the district will provide, as determined by the district after the consultation process with private school representatives. (34 CFR 300.138)

The ISP shall be developed, reviewed, and revised consistent with 20 USC 1414. A representative of the private school shall be invited to attend each ISP team meeting. If the representative cannot attend the meeting, the district shall use other methods to ensure the representative's participation, including individual or conference calls. (34 CFR 300.137, 300.138)

(cf. 6159 - Individualized Education Program)

The district may provide services on the private school premises, including a religious school, to the extent consistent with law. The services shall be provided by personnel meeting the same standards as personnel providing services in the public school except that private elementary school and secondary school teachers who are providing equitable services to parentally-placed private school children with disabilities do not have to meet the special education teacher qualification requirements specified in 34 CFR 300.156. The personnel shall either be district employees or contractors of the district. (34 CFR 300.138, 300.139)

The district shall offer transportation to the child if services are provided on a site other than the child's school and the ISP team determines that transportation is necessary for the child to benefit from or participate in the services provided in the ISP. Depending on the timing of the services, the district shall provide transportation from the child's school or home to the service site and from the service site to the child's school or home. (34 CFR 300.139)

The district may place equipment and supplies in a private school for the period of time necessary to provide the services pursuant to the ISP. All such equipment shall remain the property of the district and must be able to be removed without remodeling or causing

**CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN
PRIVATE SCHOOL (continued)**

damage to the private school. The district shall remove the equipment when no longer required by the child, when the child no longer attends the private school, or when removal is necessary to prevent unauthorized use. (34 CFR 300.144)

STUDENT SUCCESS TEAMS

The SST is an early intervention process that brings together parents/guardians, certificated and classified staff, administrators, and/or the student, as appropriate, to identify student needs and develop an improvement plan to address those needs.

The Governing Board encourages the collaboration of parents/guardians, certificated and classified staff, administrators, and/or the student, as appropriate, in evaluating the strengths and needs of students having academic, attendance, social, emotional, or behavioral difficulties and in identifying strategies and programs that may assist such students in maximizing their potential. The Superintendent or designee shall establish student success teams (SST) as needed to address individual student needs.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

The Superintendent or designee shall establish and maintain a process for initiating the referral of students to SSTs, which may include referral by district staff, parents/guardians, and/or agency representatives. The Superintendent or designee may also establish and maintain a process for responding to SST referrals, which may include a determination by the district as to whether an SST shall be convened for an individual student.

Each SST may collect and analyze relevant student data, as appropriate. The SST may also review the student's educational history, work samples, strengths and areas for growth, and identify available resources and strategies.

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5125 - Student Records)

(cf. 5141.6 - School Health Services)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6164.2 - Guidance/Counseling Services)

Each SST shall develop a plan to support the student which incorporates intervention strategies. Such strategies may include changes in program placement or instructional methods, recommendation of supplemental educational services, parent involvement strategies, social, emotional and/or behavioral interventions, discipline, referrals to other agencies or resources, and/or other appropriate interventions.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 5141.3 - Health Examinations)

(cf. 5141.5 - Mental Health)

(cf. 5144 - Discipline)

STUDENT SUCCESS TEAMS (continued)

- (cf. 5146 - Married/Pregnant/Parenting Students)*
- (cf. 6020 - Parent Involvement)*
- (cf. 6120 - Response to Instruction and Intervention)*
- (cf. 6158 - Independent Study)*
- (cf. 6159.4 - Behavioral Interventions for Special Education Students)*
- (cf. 6171 - Title I Programs)*
- (cf. 6172 - Gifted and Talented Student Program)*
- (cf. 6173 - Education for Homeless Children)*
- (cf. 6173.1 - Education for Foster Youth)*
- (cf. 6173.2 - Education of Children of Military Families)*
- (cf. 6174 - Education for English Learners)*
- (cf. 6175 - Migrant Education Program)*
- (cf. 6176 - Weekend/Saturday Classes)*
- (cf. 6177 - Summer Learning Programs)*
- (cf. 6178 - Career Technical Education)*
- (cf. 6178.1 - Work-Based Learning)*
- (cf. 6179 - Supplemental Instruction)*
- (cf. 6181 - Alternative Schools/Programs of Choice)*
- (cf. 6183 - Home and Hospital Instruction)*
- (cf. 6184 - Continuation Education)*
- (cf. 6185 - Community Day School)*

The SST shall monitor the student's progress, evaluate the extent to which the recommended strategies have been implemented, make adjustments to the plan, and develop additional interventions as needed.

The SST process shall not delay or deny a referral for evaluation for eligibility for special education, as may be required under state or federal law.

- (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

The Superintendent or designee may integrate SSTs into the district's multi-tiered system of support, including identification of students who need additional support, the level(s) of support, appropriate interventions, monitoring of progress, and whether the goal of intervention has been met.

- (cf. 0460 - Local Control and Accountability Plan)*

To strengthen the effectiveness of SSTs, the Superintendent or designee may provide staff development in the identification of students who may need additional support, implementation of measurable and targeted interventions, and monitoring of progress and goal attainment.

- (cf. 4131 - Staff Development)*
- (cf. 4231 - Staff Development)*

Legal Reference: (see next page)

STUDENT SUCCESS TEAMS (continued)

Legal Reference:

EDUCATION CODE

8800-8807 *Healthy Start support services for children*

48260-48273 *Truancy*

48400-48454 *Continuation education*

49600-49604 *Educational counseling*

51745-51749.6 *Independent study programs*

52060-52077 *Local control and accountability plan*

54400-54425 *Programs for disadvantaged children*

54440-54445 *Migrant children*

56300-56305 *Identification and referral*

WELFARE AND INSTITUTIONS CODE

4343-4352.5 *Primary interventions program, mental health*

18986.40-18986.46 *Interagency children's services*

Management Resources:

CSBA PUBLICATIONS

Best Practices in Special Education, Governance Brief, May 2019

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

WEB SITES

California Department of Education, multi-tiered systems of support: <http://www.cde.ca.gov/ci/cr/ri>

National Dropout Prevention Center: <http://www.dropoutprevention.org>

U.S. Department of Education, Office of Special Education Programs:

<https://www2.ed.gov/about/offices/list/osers/osep>

STUDENT SUCCESS TEAMS

Team Membership

Members of individual student success teams (SST) may include:

1. The principal or designee
2. One or more of the student's classroom teachers or former teachers
3. The student's parents/guardians
4. The student if appropriate
5. School Counselor(s)
6. Resource personnel or specialists, such as a school psychologist, nurse, outreach consultant, special education resource person, department chairperson, speech and language specialist, reading specialist, social worker, probation officer, community resource representative, mental health worker, and/or other person(s) relevant to the student's situation, as determined by the district

The makeup of each individual SST is at the district's discretion, and may not include participation from individuals in each of the categories listed above.

Team Responsibilities

The principal or designee shall:

1. Schedule meetings and establish meeting procedures
2. Contact parents/guardians and other team members regarding team meetings
3. Consult with appropriate school staff, including teachers and/or district resource personnel
4. Arrange for observation of the student as needed
5. Collect any additional background information necessary to inform team members about the student's strengths and needs, such as relevant student data, educational history, and work samples, as appropriate

(cf. 5022 - Student and Family Privacy Rights)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5125 - Student Records)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)

STUDENT SUCCESS TEAMS (continued)

6. Help the student and parents/guardians prepare for the meeting
7. Facilitate the team meetings
8. Develop a plan to support the student which incorporates intervention strategies

(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5141.5 - Mental Health)
(cf. 5141.52 - Suicide Prevention)
(cf. 5141.6 - School Health Services)
(cf. 5144 - Discipline)
(cf. 6141.4 - International Baccalaureate Program)
(cf. 6141.5 - Advanced Placement)
(cf. 6152 - Class Assignment)
(cf. 6152.1 - Placement in Mathematics Courses)
(cf. 6158 - Independent Study)
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education under Section 504)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6172.1 - Concurrent Enrollment in College Classes)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer Learning Programs)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

9. Ensure that the student's progress is monitored, that follow-up meetings are regularly scheduled, and that adjustments are made to the plan and related interventions as necessary

The 2021 Annual Conference November 11 - 13, 2021



CONFERENCE LOCATION:

SACRAMENTO CONVENTION CENTER
1515 J STREET, SACRAMENTO, CA 95814
(916) 808-5291



This year's conference hotels are:

Sheraton Grand Sacramento Hotel
1230 J Street (13th And J)
Sacramento, CA 95814
Single/Double \$188, Triple \$213, Quad \$238

Citizen Hotel (Autograph Collection)
926 J St., Sacramento, CA 95814
(916) 447-2700
Single/Double \$189

Room cut-off Wednesday, October 13th (will sell out early, so don't wait)



OFFICIAL 2021 CONFERENCE REGISTRATION FORM - SACRAMENTO

School Food Service Employees Only - (Industry members please contact Amber at CSNA for Registration Information 818-842-3040)
 Registration is NOT OPEN to non-exhibiting Industry Professionals. You must work in a school to attend if your company is not exhibiting.

Pivoting Together! The 69th Annual Conference & Trade Show - November 11 - 13, 2021

PLEASE TYPE OR PRINT. ONE REGISTRATION FORM PER PERSON. PLEASE DUPLICATE THIS FORM FOR ADDITIONAL COPIES.

NAME _____ TITLE _____
 PREFERRED NAME OR BACD _____ SPECIAL ACCOMMODATIONS & DIETARY REQUIREMENTS _____
 DISTRICT NAME _____
 MAILING ADDRESS - IS THIS HOME OR WORK (PLEASE CIRCLE ONE) _____ CITY _____ STATE _____ ZIP CODE _____
 WORK PHONE _____ FAX _____ E-MAIL _____

REGISTRATION FEES

FULL CONFERENCE REGISTRANTS (Includes President's Party & Regional Awards Breakfast)			
IF PAYMENT IS RECEIVED	EARLY DISCOUNT FEE (ON OR BEFORE 10/01/21)	REGISTRATION FEE (AFTER 10/01/21)	AMOUNT
MEMBERS			
DIRECTOR/SUPERVISOR	\$280	\$305	\$ _____
MANAGER	\$265	\$290	\$ _____
STAFF/STUDENT/RETIRED	\$255	\$280	\$ _____
CSNA PAST PRESIDENT	NO CHARGE	\$ 70	\$ _____
NON-MEMBERS			
DIRECTOR/SUPERVISOR*	\$485*	\$495*	\$ _____
MANAGER*	\$320*	\$345*	\$ _____
STAFF*	\$305*	\$330*	\$ _____
IDENT/RETIRED/GUEST	\$305	\$330	\$ _____

*Includes 1 year subscription to CSNA and SNA
 (\$195 for Directors, \$55 for Managers, \$50 for Staff)

SINGLE DAY REGISTRANTS (Does NOT include Meals unless chosen and paid for below)				
MUST SELECT A DAY:	THURSDAY _____	FRIDAY _____	SATURDAY _____	
IF PAYMENT IS RECEIVED	EARLY DISCOUNT FEE (ON OR BEFORE 10/01/21)	REGISTRATION FEE (AFTER 10/01/21)	AMOUNT	
MEMBERS				
DIRECTOR/SUPERVISOR	\$ 135	\$150	\$ _____	
MANAGER	\$ 130	\$145	\$ _____	
STAFF/STUDENT/RETIRED	\$ 125	\$140	\$ _____	
GUEST	\$ 125	\$140	\$ _____	
NON-MEMBERS				
DIRECTOR/SUPERVISOR	\$160	\$175	\$ _____	
MANAGER	\$155	\$170	\$ _____	
STAFF/STUDENT/RETIRED	\$150	\$165	\$ _____	
GUEST	\$150	\$165	\$ _____	
MEAL FUNCTIONS (OPTIONAL, NOT ALREADY INCLUDED IN PRICE ABOVE)				
REGIONAL BRUNCH - THURSDAY, 11/11		\$ 45	\$ _____	
PRESIDENT'S PARTY - FRIDAY, 11/12		\$ 75	\$ _____	

PRE-CONFERENCE WORKSHOPS (MUST BE PRE-REGISTERED TO ATTEND)

PRE-CONFERENCE TOUR (MUST BE PRE-REGISTERED TO ATTEND)

Pre-Conference Tour Wednesday November 10, 2021

Local Tour - Kitchen Tour \$60 \$ _____

Special Session: Thursday November 11, 2021

SNS Credentialling Exam - 12:30 p.m. - 5:00 p.m. (\$225 SNA Members, \$325 Non-SNA Members - Register Directly with SNA - www.SchoolNutrition.org)
 (Check in by 12:30 p.m. - Program begins promptly at 1:00 p.m.)

SafeServ Exam - 12:30 p.m. - 5:00 p.m. (Check in by 12:30 p.m. - Program begins promptly at 1:00 p.m.)

\$50 \$ _____

Grand Total Registration/Meals \$ _____

PAYING WITH CHECK No. _____ MADE PAYABLE TO CSNA AND MAIL WITH COMPLETED REGISTRATION FORM TO:
 CSNA, P.O. Box 11376, Burbank, CA 91510 | Phone: 818-842-3040 | FAX: 818-843-7423 | EMAIL: csna@emaoffice.com
 IF PAYING WITH A CREDIT CARD, PLEASE FILL IN THE FOLLOWING INFORMATION SIGN AND MAIL OR FAX TO THE ADDRESS ABOVE.

CREDIT CARD NUMBER _____ EXP. DATE _____ BILLING ZIP CODE _____ V-CODE _____
 BILLING ADDRESS _____
 SIGNATURE _____

V-Code is the 3 Digit Code on the back of Visa and MC Cards and the 4 Digit Code on the front of AMEX Card

PURCHASE ORDERS ARE NOT ACCEPTED. Request for Refund must be received in writing by 9/21/21. A \$50 Cancellation Fee will be deducted.
 Children under the age of 16 years will not be permitted into the Exhibit Hall. College Students must be registered by an Instructor.
 For further information about this conference or to register on-line, please visit www.CALSNA.org