

# 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

Alexander Garcia  
President & Clerk  
Thomas Barcellos  
Vice President  
Davy Gobel  
Rusty Gobel  
Bridget Kidder

Mark Odsather  
District Superintendent  
Kimberly Parrish  
Principal  
Niguel Baxter  
Business Manager

May 16<sup>th</sup>, 2023  
Pleasant View Library

18900 Ave 145  
Porterville, CA

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

### BOARD:

Rusty Gobel  
Bridget Kidder  
Davy Gobel  
Alex Garcia  
ABSENT: Tom Barcellos

### OTHER:

Mark Odsather (Superintendent)  
Kim Parrish (Principal)

**AGENDA:** On a motion by Bridget Kidder and a second by Davy Gobel the board approved the Agenda. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos)

**PUBLIC COMMENT:** No Comment

**MINUTES:** On a motion by Bridget Kidder and second by Davy Gobel the board voted to approve the April 11<sup>th</sup> minutes. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos)

### ATTENDANCE:

1. On a motion by Rusty Gobel and a second by Davy Gobel the board voted to approve Interdistrict Agreements. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (On File)
2. M. Odsather stated that current enrollment was at 437, M. Odsather stated that current P-2 ADA is around 398, M. Odsather stated the district has picked up a number of students in the last few months, M. Odsather stated the district is still anticipating declining enrollment over the next few years. (Exhibit A)



PLEASANT VIEW  
FALCONS

## **DISTRICT FINANCE:**

1. M. Odsather presented the vendor payments to the board for review and discussion. On a motion by Davy Gobel and a second by Bridget Kidder the board voted to approve Vendor payments; Batch #472 for \$172,575.25; Batch #474 \$59,133.65; (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit B)
2. M. Odsather presented the Budget Comparison report for review and discussion. M. Odsather stated that May Revise was somewhat favorable to Education. M. Odsather stated the Governor is proposing to cut current year block grant funding, but maintain other funding and there are challenges ahead especially with declining enrollment. (Exhibit C)
3. M. Odsather presented the Budget Revisions to the board for review and discussion. On a motion by Rusty Gobel and a second by Davy Gobel the board voted to approve Budget Revisions with control number #50137100 (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit D)
4. M. Odsather presented the County Review of 2<sup>nd</sup> Interim to the board for review and discussion. M. Odsather stated that district received a positive certification on its 2<sup>nd</sup> Interim. M. Odsather stated the county commended the district for its strong financial situation. On a motion by Davy Gobel and a second by Bridget Kidder the board voted to approve the County review of 2<sup>nd</sup> Interim. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit E)
5. On a motion by Davy Gobel and a second by Rusty Gobel the board voted to approve April payroll. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit F)

## **OLD BUSINESS:**

1. M. Odsather presented the Pleasant View ELOP/Community Center Bid Schedule to the board for review and approval. On a motion by Bridget Kidder and a second by Davy Gobel the board approved the Bid Schedule. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit G)
2. On a motion by Rusty Gobel and a second by Davy Gobel the board approved In-Plant inspection services contract with North American Technical Services. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit H)
3. On a motion by Rusty Gobel and a second by Davy Gobel the board approved On Site inspection services contract with Am-Tech. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit I)
4. On a motion by Rusty Gobel and a second by Davy Gobel the board approved Change Orders #6 & #7. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit J)

## **NEW BUSINESS:**

1. M. Odsather presented the Monthly Calendar for May and June to the board for review. M. Odsather M. Odsather stated graduation would be on May 30<sup>th</sup>. (Exhibit K)
2. Mrs. Parrish stated summer camp would start on June 5<sup>th</sup>, and the Family Crisis Center would be putting on a presentation on Internet Safety and Child Trafficking. (Exhibit L)
3. M. Odsather discussed the development of the LCAP and its Goals with the Board.
4. M. Odsather presented the Declaration of Need for Fully Qualified Educators to the board for approval. On a motion by Davy Gobel and a second by Bridget Kidder the board voted to approve the Declaration of Need for Fully Qualified Educators (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit M)
5. M. Odsather presented the Annual Statement of Need to the board for approval. On a motion by Davy Gobel and a second by Rusty Gobel the board voted to approve the Annual Statement of Need (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit N)
6. M. Odsather presented the Integrated Pest Management Plan to the board for approval. On a motion by Davy Gobel and a second by Rusty Gobel the board voted to approve the Integrated Pest Management Plan (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit O)
7. M. Odsather presented Resolution #6 in the Matter of Authorizing Inter-Fund Transfers In Accordance with the Budget to the board for approval. On a motion by Davy Gobel and a second by Bridget Kidder the board voted to approve Resolution #6. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit P)
8. M. Odsather presented Resolution #7 in the Matter of Authorizing Inter-Fund Loan for Cash Flow Purposes to the board for approval. On a motion by Davy Gobel and a second by Bridget Kidder the board voted to approve Resolution #7. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit Q)
9. M. Odsather presented Resolution #8 in the Matter of Authorizing County Superintendent of Schools to make year-end Budget Transfers to the board for approval. On a motion by Rusty Gobel and a second by Davy Gobel the board voted to approve Resolution #8. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit R)
10. On a motion by Rusty Gobel and a second by Bridget Kidder the board voted to approve the 2023-2024 school calendar. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit S)
11. On a motion by Rusty Gobel and a second by Bridget Kidder the board voted to approve the 2023-2024 school calendar. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit T)

12. M. Odsather presented to the board the information on the Kitchen Infrastructure Grant it had received. (Exhibit U)
13. On a motion by Rusty Gobel and a second by Bridget Kidder the board voted to approve the purchase of a new cafeteria truck. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit V)
14. On a motion by Rusty Gobel and a second by Bridget Kidder the board voted to approve the purchase of a new BBQ for the school. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit W)
15. On a motion by Rusty Gobel and a second by Davy Gobel the board voted to approve the Grant Writing Contract with Zajonc Corp. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit X)
16. On a motion by Rusty Gobel and a second by Bridget Kidder the board voted to approve the contract with MAXIM Healthcare staffing. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit Y)
17. On a motion by Rusty Gobel and a second by Bridget Kidder the board voted to approve the re-opening of the Buena Vista Community Day school for the 2023-2024 school year. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos)
18. M. Odsather presented the submittals for RFQ to the board for approval. On a motion by Davy Gobel and a second by Bridget Kidder the board approved Mangini Associates as the Architect of Record for Pleasant View. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos)
19. M. Odsather presented the updates to the following board policies for second read, an approval On a motion by Rusty Gobel and a second by Davy Gobel the board approved the following board policies (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos) (Exhibit Z)
  - i. BP & AR 0430 Comprehensive Plan for Special Education
  - ii. BP & AR 0450 Comprehensive Safety Plan
  - iii. BP & AR 0460 Local Control Accountability Plan
  - iv. BP & AR 3250 Transportation Fees
  - v. AR 3260 Fees and Charges
  - vi. BP & AR 3460 Financial Reports and Accountability
  - vii. BP & AR 3515 Campus Security
  - viii. AR 3516.2 Bomb Threats
  - ix. BP 3540 Transportation
  - x. BP & AR 5131.7 Weapons and Dangerous Instruments
  - xi AR 5141.3 Health Examinations
  - xii BP & AR 5142 Safety
  - xiii AR 5142.2 Safe Routes to School Program
  - xiv. BP & AR 5148.2 Before/After School Programs
  - xv. BP & AR 5148.3 Preschool/Early Childhood Education
  - xvi. AR 6164.4 Identification and Evaluation of Individuals for Special Education
  - xvii. Bylaw 9220 Governing Board Elections
  - xviii. Bylaw 9223 Filling Vacancies
  - xix. Bylaw 9323 Meeting Conduct
  - xx. Bylaw 3260 Fees and Charges

**CLOSED SESSION:** On a motion by Rusty Gobel and a second by Davy Gobel the board voted to move into closed session to discuss a confidential personnel matter, the annual Evaluation of Superintendent, and Conference with Labor Negotiator at 5:33pm (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos)

On a motion by Rusty Gobel and a second by Davy Gobel the board voted to move out of closed session at 5:51 pm (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos)

**REPORT:** No action Taken

**ADJOURNMENT:**

1. On a motion by Rusty Gobel and a second by Davy Gobel the board voted to adjourn. At 5:52pm (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Bridget Kidder Absent: Tom Barcellos)

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

Respectfully submitted,  
  
Mark Odsather,  
Secretary

# Pleasant View Elementary

05/01/2023  
10:01 AM

## Enrollment by Grade and Teacher

2022-2023

Teacher	TK		K		1		2		3		4		5		6		7		8		ALL		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	Total		
001 Alvarado	6	15	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	15	21
005 Garcia	-	-	-	10	10	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	10	20
003 Sidhu	-	-	-	11	8	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	8	19
045 Ibarra	-	-	-	-	13	8	21	-	-	-	-	-	-	-	-	-	-	-	-	-	13	8	21
047 Lopez	-	-	-	-	9	12	21	-	-	-	-	-	-	-	-	-	-	-	-	-	9	12	21
013 Calvillo	-	-	-	-	-	-	6	9	15	-	-	-	-	-	-	-	-	-	-	-	6	9	15
027 Krenk	-	-	-	-	-	-	8	8	16	-	-	-	-	-	-	-	-	-	-	-	8	8	16
008 Vankham	-	-	-	-	-	-	8	6	14	-	-	-	-	-	-	-	-	-	-	-	8	6	14
020 Drummond	-	-	-	-	-	-	-	-	8	6	14	-	-	-	-	-	-	-	-	-	8	6	14
014 Irving	-	-	-	-	-	-	-	-	9	6	15	-	-	-	-	-	-	-	-	-	9	6	15
046 Valdezlv	-	-	-	-	-	-	-	-	8	6	14	-	-	-	-	-	-	-	-	-	8	6	14
012 Moreno	-	-	-	-	-	-	-	-	-	-	7	10	17	-	-	-	-	-	-	-	7	10	17
048 Regaspi	-	-	-	-	-	-	-	-	-	-	7	9	16	-	-	-	-	-	-	-	7	9	16
043 Toledo	-	-	-	-	-	-	-	-	-	-	7	9	16	-	-	-	-	-	-	-	7	9	16
049 Haskins	-	-	-	-	-	-	-	-	-	-	-	-	12	6	18	-	-	-	-	-	12	6	18
033 Patterson	-	-	-	-	-	-	-	-	-	-	-	-	7	10	17	-	-	-	-	-	7	10	17
037 Valdez	-	-	-	-	-	-	-	-	-	-	-	-	9	10	19	-	-	-	-	-	9	10	19
002 Maldonado	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	7	22	-	-	-	15	7	22
050 Ulloa	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	8	23	-	-	-	15	8	23
040 Camacho	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	8	23	-	-	-	
041 Ramirez	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14	10	24	-	-	-	14	10	24
052 Arreola	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	9	17	8	9	17
035 Luevano	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	11	18	7	11	18
051 ValdezC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	10	17	7	10	17

**School Total: 6 15 21 18 39 22 20 42 22 23 45 25 18 43 21 28 49 28 26 54 30 15 45 29 18 47 22 30 52 226 211 437**

\* Class total is calculated including Nonbinary gender students

Enrich A S-16-2023

Accounts Payable Final PreList - 4/13/2023 2:34:28PM

\*\*\* FINAL \*\*\*

Batch No 472

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013401	4IMPRINT INC	PV-231329	2/6/2023		10858423		010-11000-0-11100-10000-43000-0	\$402.87			
								<b>\$402.87</b>			
013657	A.R.E. AUTO PARTS INC	PV-231245	4/12/2023		176421		010-81500-0-00000-81100-43000-0	\$144.70			
								<b>\$144.70</b>			
013761	ADVANCED DATA STORAGE	PV-231251	4/8/2023		0163786		010-00000-0-00000-72000-58000-0	\$35.65			22
	ADVANCED DATA STORAGE	PV-231252	4/8/2023		0163787		010-00000-0-00000-72000-58000-0	\$35.65			22
								<b>\$71.30</b>			
013915	AMAZON CAPITAL SERVICES	PV-231314	4/3/2023		1Y7P-VLRR-NY7X		010-11000-0-11100-10000-43000-0	\$382.89			
	AMAZON CAPITAL SERVICES	PV-231315	4/3/2023		1C61-34LG-P7FT		010-90271-2-81000-59000-43000-0	\$211.87			
	AMAZON CAPITAL SERVICES	PV-231316	4/3/2023		1PQ4-AFT4-PQHG		130-53100-0-00000-37000-43000-0	\$264.58			
	AMAZON CAPITAL SERVICES	PV-231317	4/3/2023		1Y4-XRC6-PGMT		010-00000-0-00000-72000-43000-0	\$184.52			
	AMAZON CAPITAL SERVICES	PV-231318	4/3/2023		176K-LHTP-PNRQ		010-00000-0-00000-72000-43000-0	\$399.89			
	AMAZON CAPITAL SERVICES	PV-231319	4/3/2023		1HH9-NVFG-P9MM		010-11000-0-11100-10000-43000-0	\$174.48			
	AMAZON CAPITAL SERVICES	PV-231320	4/3/2023		176K-LHTP-PXG9		010-11000-0-11100-10000-43000-0	\$1,907.06			
	AMAZON CAPITAL SERVICES	PV-231321	4/3/2023		14ND-QTPJ-PPM1		010-07200-0-11100-10000-43000-0	\$296.02			
	AMAZON CAPITAL SERVICES	PV-231322	4/3/2023		19LY-MWIK-PPFH		010-07200-0-11100-10000-43000-0	\$168.85			
	AMAZON CAPITAL SERVICES	PV-231323	4/3/2023		11LK-NGW1-Q7CT		010-11000-0-11100-10000-43000-0	\$799.22			
	AMAZON CAPITAL SERVICES	PV-231324	4/11/2023		14HW-6F4L-4C77		010-00000-0-11100-10000-43000-0	(\$42.01)			
	AMAZON CAPITAL SERVICES	PV-231325	4/11/2023		1GVI-CGKR-4F3P		010-00000-0-11100-10000-43000-0	(\$62.13)			
	AMAZON CAPITAL SERVICES	PV-231326	4/12/2023		17H7-4XCY-4JMJ		010-07200-0-11100-10000-43000-0	(\$82.84)			
	AMAZON CAPITAL SERVICES	PV-231327	4/12/2023		1KY6-4F16-4CPI		010-07200-0-11100-10000-43000-0	(\$41.42)			
								<b>\$4,560.98</b>			
012049	AMERICAN TRUCK PARTS COMPANY	PV-231242	3/7/2023		04ATP6439		010-00000-0-00000-36000-56000-0	\$2,786.11			
								<b>\$2,786.11</b>			
013931	AQUARIUM OF THE PACIFIC	PV-231217	4/3/2023		9326533		010-07200-0-11100-10000-58000-0	\$408.00			
								<b>\$408.00</b>			
006003	ARAMARK UNIFORM SERVICES	PV-231270	3/30/2023		2580168306		010-00000-0-00000-82000-55000-0	\$66.85			
	ARAMARK UNIFORM SERVICES	PV-231271	4/6/2023		2580171803		010-00000-0-00000-82000-55000-0	\$66.85			
	ARAMARK UNIFORM SERVICES	PV-231272	4/6/2023		2580171804		010-00000-0-00000-82000-55000-0	\$158.08			

Exhibit B 5-16-2023

36 Pleasant View Elementary School Dis  
**Tulare County Office of Education**  
**Accounts Payable Final PreList - 4/13/2023 2:34:28PM**

4/13/2023  
 2:34:28PM

\*\*\* FINAL \*\*\*  
 Batch No 472

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013652	ARMANDO VELARDE	PV-231243	4/5/2023		SP-040523-01		010-11000-0-11100-10000-43000-0	\$291.78			
Total Check Amount:								\$260.00			
013756	BUZZ KILL PEST CONTROL	PV-231259	4/8/2023		62667		010-00000-0-00000-82000-58000-0	\$113.00			
	BUZZ KILL PEST CONTROL	PV-231260	4/8/2023		62666		010-00000-0-00000-82000-58000-0	\$394.00			
Total Check Amount:								\$507.00			
013543	CALIFORNIA SCIENCE CENTER	PV-231218	4/5/2023		12815		010-07200-0-11100-10000-58000-0	\$293.00			
Total Check Amount:								\$293.00			
013731	CENTRAL CITIES PIZZA, INC.	PV-231239	4/3/2023		March		130-53100-0-00000-37000-47000-0	\$441.00			
	CENTRAL CITIES PIZZA, INC.		4/3/2023		March		130-53100-0-00000-37000-47000-0	\$441.00			
	CENTRAL CITIES PIZZA, INC.		4/3/2023		March		130-53100-0-00000-37000-47000-0	\$441.00			
	CENTRAL CITIES PIZZA, INC.		4/3/2023		March		130-53100-0-00000-37000-47000-0	\$441.00			
Total Check Amount:								\$1,764.00			
013314	CENTRAL VALLEY REFRIGRATION IN	PV-231267	3/21/2023		49081		130-53100-0-00000-82000-58000-0	\$227.21			
	CENTRAL VALLEY REFRIGRATION IN	PV-231268	3/21/2023		49075		130-53100-0-00000-82000-58000-0	\$1,010.56			
	CENTRAL VALLEY REFRIGRATION IN	PV-231269	3/21/2023		49079		130-53100-0-00000-82000-58000-0	\$1,010.56			
Total Check Amount:								\$2,248.33			
013355	CLASSIC CHARTER	PV-231241	4/5/2023		160850		010-07200-0-11100-10000-58000-0	\$2,863.96			
Total Check Amount:								\$2,863.96			
001292	COTTON CENTER AUTO PARTS/F ARM	PV-231248	3/23/2023		March 2-23		010-81500-0-00000-81100-43000-0	\$6.44			
	COTTON CENTER AUTO PARTS/F ARM		3/23/2023		March 2-23		010-81500-0-00000-81100-43000-0	\$19.89			
	COTTON CENTER AUTO PARTS/F ARM		3/23/2023		March 2-23		010-81500-0-00000-81100-43000-0	\$49.02			
	COTTON CENTER AUTO PARTS/F ARM		3/23/2023		March 2-23		010-81500-0-00000-81100-43000-0	\$326.56			
	COTTON CENTER AUTO PARTS/F ARM		3/23/2023		March 2-23		010-81500-0-00000-81100-43000-0	(\$36.00)			



Accounts Payable Final Prelist - 4/13/2023 2:34:28PM

\*\*\* FINAL \*\*\*  
Batch No 472

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
001292	COTTON CENTER AUTO PARTS/F ARM	PV-231248	3/23/2023		March 2-23		010-81500-0-00000-81100-43000-0	\$24.76			
	COTTON CENTER AUTO PARTS/F ARM		3/23/2023		March 2-23		010-81500-0-00000-81100-43000-0	\$6.44			
	COTTON CENTER AUTO PARTS/F ARM		3/23/2023		March 2-23		010-81500-0-00000-81100-43000-0	\$39.56			
	COTTON CENTER AUTO PARTS/F ARM		3/23/2023		March 2-23		010-81500-0-00000-81100-43000-0	\$25.84			
	COTTON CENTER AUTO PARTS/F ARM		3/23/2023		March 2-23		010-81500-0-00000-81100-43000-0	\$225.43			
	COTTON CENTER AUTO PARTS/F ARM		3/23/2023		March 2-23		010-81500-0-00000-81100-43000-0	\$33.32			H
	COTTON CENTER AUTO PARTS/F ARM		3/23/2023		March 2-23		010-81500-0-00000-81100-43000-0	\$39.86			
	COTTON CENTER AUTO PARTS/F ARM		3/23/2023		March 2-23		010-81500-0-00000-81100-43000-0	\$12.75			
							<b>Total Check Amount:</b>	<b>\$773.87</b>			
012313	CULLIGAN	PV-231240	3/31/2023		March		010-00000-0-00000-72000-43000-0	\$171.25			22
							<b>Total Check Amount:</b>	<b>\$171.25</b>			
012512	DELLAVALLE LABORATORY	PV-231238	3/28/2023		23W239		010-00000-0-00000-82000-58000-0	\$4,855.00			L
							<b>Total Check Amount:</b>	<b>\$4,855.00</b>			
013719	ECOLAB	PV-231257	3/30/2023		9097297		130-53100-0-00000-82000-58000-0	\$144.33			
	ECOLAB	PV-231258	3/30/2023		9097298		130-53100-0-00000-82000-58000-0	\$149.84			
							<b>Total Check Amount:</b>	<b>\$294.17</b>			
012481	EMPLOYMENT DEVELOPMENT DEPT	PV-231215	3/31/2023		23-1		010-00000-0-00000-00000-95025-0	\$5,126.01			G
							<b>Total Check Amount:</b>	<b>\$5,126.01</b>			
013912	FRESNO DISCOVERY CENTER	PV-231237	3/29/2023		11099		010-07200-0-11100-10000-58000-0	\$720.00			
							<b>Total Check Amount:</b>	<b>\$720.00</b>			
013457	Galaxy Theatre's	PV-231236	5/1/2023		50123		010-07200-0-11100-10000-58000-0	\$350.00			
							<b>Total Check Amount:</b>	<b>\$350.00</b>			
012736	HOME DEPOT	PV-231255	3/3/2023		541866		010-81500-0-00000-81100-43000-0	\$343.95			
	HOME DEPOT	PV-231256	3/15/2023		8542170		010-81500-0-00000-81100-43000-0	\$207.42			
							<b>Total Check Amount:</b>	<b>\$350.00</b>			

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013803	INGRAM BAND SUPPLY LLC	PV-231216	9/23/2022	8525			010-07200-0-11100-10000-58000-0	\$551.37			
Total Check Amount:								\$136.27			
013544	JAMIE LEE GENRTY	PV-231235	4/11/2023	00000			010-00000-0-00000-72000-43000-0	\$136.27			
Total Check Amount:								\$21.79			
012479	JORGENSEN & CO	PV-231249	3/18/2023	6057589			010-00000-0-00000-82000-58000-0	\$21.79			
	JORGENSEN & CO	PV-231250	3/18/2023	6057590			010-00000-0-00000-82000-58000-0	\$950.09			
Total Check Amount:								\$485.92			
012352	LAWRENCE TRACTOR	PV-231247	3/1/2023	591499			010-81500-0-00000-81100-64000-0	\$1,436.01			F
Total Check Amount:								\$25,433.41			
012998	LINDER EQUIPMENT CO.	PV-231280	3/2/2023	TA26882			010-00000-0-00000-36000-56000-0	\$25,433.41			
	LINDER EQUIPMENT CO.	PV-231281	3/20/2023	SA24072			010-00000-0-00000-36000-56000-0	\$780.00			
	LINDER EQUIPMENT CO.	PV-231282	3/20/2023	SA24073			010-00000-0-00000-36000-56000-0	\$304.94			
	LINDER EQUIPMENT CO.	PV-231283	3/17/2023	SA24074			010-00000-0-00000-36000-56000-0	\$304.94			
	LINDER EQUIPMENT CO.	PV-231284	3/17/2023	SA24075			010-00000-0-00000-36000-56000-0	\$304.94			
	LINDER EQUIPMENT CO.	PV-231285	3/21/2023	SA24076			010-00000-0-00000-36000-56000-0	\$304.94			
	LINDER EQUIPMENT CO.	PV-231286	3/21/2023	SA24077			010-00000-0-00000-36000-56000-0	\$304.94			
Total Check Amount:								\$2,609.64			
013163	MANGINI ASSOCIATES INC	PV-231253	3/31/2023	13349			351-77100-0-00000-85000-58000-0	\$3,705.04			L
	MANGINI ASSOCIATES INC	PV-231254	3/31/2023	13380			010-32130-0-00000-85000-58000-0	\$879.80			
Total Check Amount:								\$4,584.84			
013592	MANUEL LUEVANO	PV-231234	4/6/2023	00000			010-07200-0-11100-10000-43000-0	\$24.00			
Total Check Amount:								\$24.00			
013530	MEZQUITE NURSERY	PV-231233	4/11/2023	5405			010-07200-0-11100-10000-43000-0	\$104.95			
Total Check Amount:								\$104.95			
013741	MIGUEL RIOS	PV-231229	3/6/2023	100			010-00000-0-00000-36000-58000-0	\$100.00			
Total Check Amount:								\$100.00			

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
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011879	MODERN PLUMBING & SUPPLY CO	PV-231264	4/5/2023		104466		010-00000-0-00000-82000-56000-0	\$302.50			
	MODERN PLUMBING & SUPPLY CO	PV-231265	3/28/2023		104474		010-00000-0-00000-82000-56000-0	\$335.00			
	MODERN PLUMBING & SUPPLY CO	PV-231266	4/4/2023		104500		010-00000-0-00000-82000-56000-0	\$302.50			
							<b>Total Check Amount:</b>	<b>\$940.00</b>			
013930	MUSIC THEATRE INTERNATIONAL	PV-231246	4/1/2023		841674		010-07200-0-11100-10000-43000-0	\$84.99			
							<b>Total Check Amount:</b>	<b>\$84.99</b>			
013370	ORIENTAL TRADING COMPANY INC	PV-231232	3/23/2023		723622760-01		010-11000-0-11100-10000-43000-0	\$489.31			
							<b>Total Check Amount:</b>	<b>\$489.31</b>			
013893	POPLAR MARKET	PV-231231	4/11/2023		00000		130-53100-0-00000-37000-47000-0	\$333.35			
	POPLAR MARKET		4/11/2023		00000		130-53100-0-00000-37000-47000-0	\$14.99			
	POPLAR MARKET		4/11/2023		00000		130-53100-0-00000-37000-47000-0	\$287.80			
	POPLAR MARKET		4/11/2023		00000		130-53100-0-00000-37000-47000-0	\$358.37			
							<b>Total Check Amount:</b>	<b>\$994.51</b>			
006968	PORTERVILLE RECORDER	PV-231219	3/16/2023		1793618		010-00000-0-00000-72000-58000-0	\$72.64			
							<b>Total Check Amount:</b>	<b>\$72.64</b>			
013850	R & L CROW DISTRIBUTING	PV-231228	4/10/2023		April 4 & 10		010-54660-0-00000-37000-47000-0	\$896.00			22
	R & L CROW DISTRIBUTING		4/10/2023		April 4 & 10		010-54660-0-00000-37000-47000-0	\$1,236.20			22
							<b>Total Check Amount:</b>	<b>\$2,132.20</b>			
013166	RAY MORGAN COMPANY INC	PV-231230	3/28/2023		4065422		010-00000-0-00000-27000-43000-0	\$76.80			
							<b>Total Check Amount:</b>	<b>\$76.80</b>			
013211	S.W. SCHOOL SUPPLY	PV-231287	3/30/2023		6000062514		010-00000-0-00000-72000-43000-0	\$93.85			
	S.W. SCHOOL SUPPLY	PV-231288	3/31/2023		6000064852		010-11000-0-11100-10000-43000-0	\$3.10			
	S.W. SCHOOL SUPPLY	PV-231289	4/1/2023		6000069793		010-11000-0-11100-10000-43000-0	\$25.26			
	S.W. SCHOOL SUPPLY	PV-231290	4/5/2023		6000071347		010-11000-0-11100-10000-43000-0	\$219.54			

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013211	S.W. SCHOOL SUPPLY	PV-231291	4/5/2023		6000071348		010-11000-0-11100-10000-43000-0	\$2.94			
	S.W. SCHOOL SUPPLY	PV-231292	4/5/2023		6000071349		010-11000-0-11100-10000-43000-0	\$9.84			
	S.W. SCHOOL SUPPLY	PV-231293	4/5/2023		6000071350		010-11000-0-11100-10000-43000-0	\$5.81			
	S.W. SCHOOL SUPPLY	PV-231294	4/5/2023		6000071351		010-11000-0-11100-10000-43000-0	\$9.21			H
	S.W. SCHOOL SUPPLY	PV-231295	4/7/2023		6000072314		010-11000-0-11100-10000-43000-0	\$18.59			
	S.W. SCHOOL SUPPLY	PV-231296	4/11/2023		6000073669		010-11000-0-11100-10000-43000-0	\$171.62			
	S.W. SCHOOL SUPPLY	PV-231297	4/11/2023		6000073670		010-11000-0-11100-10000-43000-0	\$46.15			
	S.W. SCHOOL SUPPLY	PV-231298	4/11/2023		6000073671		010-11000-0-11100-10000-43000-0	\$20.72			
	S.W. SCHOOL SUPPLY	PV-231299	4/11/2023		6000073672		010-11000-0-11100-10000-43000-0	\$7.35			
	S.W. SCHOOL SUPPLY	PV-231300	4/11/2023		6000073673		010-11000-0-11100-10000-43000-0	\$4.25			
	S.W. SCHOOL SUPPLY	PV-231301	4/11/2023		6000073674		010-11000-0-11100-10000-43000-0	\$5.95			
	S.W. SCHOOL SUPPLY	PV-231302	4/11/2023		6000073675		010-11000-0-11100-10000-43000-0	\$85.43			
	S.W. SCHOOL SUPPLY	PV-231303	4/12/2023		6000074503		010-11000-0-11100-10000-43000-0	\$6.63			
	S.W. SCHOOL SUPPLY	PV-231304	4/12/2023		6000074504		010-11000-0-11100-10000-43000-0	\$6.56			
	S.W. SCHOOL SUPPLY	PV-231305	4/12/2023		6000074505		010-11000-0-11100-10000-43000-0	\$28.82			
	S.W. SCHOOL SUPPLY	PV-231306	4/12/2023		6000074506		010-11000-0-11100-10000-43000-0	\$5.62			
	S.W. SCHOOL SUPPLY	PV-231307	4/12/2023		6000074507		010-11000-0-11100-10000-43000-0	\$26.78			
	S.W. SCHOOL SUPPLY	PV-231308	4/12/2023		6000074508		010-11000-0-11100-10000-43000-0	\$8.51			
	S.W. SCHOOL SUPPLY	PV-231309	4/12/2023		6000074509		010-11000-0-11100-10000-43000-0	\$16.35			
	S.W. SCHOOL SUPPLY	PV-231310	4/12/2023		6000074510		010-11000-0-11100-10000-43000-0	\$51.06			
	S.W. SCHOOL SUPPLY	PV-231311	4/12/2023		6000074511		010-11000-0-11100-10000-43000-0	\$106.44			
	S.W. SCHOOL SUPPLY	PV-231312	4/12/2023		6000074512		010-11000-0-11100-10000-43000-0	\$10.07			
	S.W. SCHOOL SUPPLY	PV-231313	4/12/2023		6000074513		010-11000-0-11100-10000-43000-0	\$250.64			
<b>Total Check Amount:</b>								<b>\$1,247.09</b>			
012766	SISC III	PV-231224	4/1/2023		April		010-00000-0-00000-00000-95024-0	\$62,947.70	A		22
	SISC III		4/1/2023		April		010-00000-0-00000-00000-95028-0	\$2,927.80	A		22
	SISC III		4/1/2023		April		010-00000-0-00000-71100-34020-0	\$5,855.60	A		22
<b>Total Check Amount:</b>								<b>\$71,731.10</b>			
012360	SMART & FINAL IRIS	PV-231227	4/2/2023		March		010-00000-0-11100-10000-43000-0	\$383.30			
	SMART & FINAL IRIS		4/2/2023		March		130-53100-0-00000-37000-47000-0	\$97.97			
	SMART & FINAL IRIS		4/2/2023		March		130-53100-0-00000-37000-43000-0	\$121.23			
	SMART & FINAL IRIS		4/2/2023		March		010-00000-0-11100-10000-43000-0	\$22.48			
	SMART & FINAL IRIS		4/2/2023		March		010-00000-0-11100-10000-43000-0	\$140.66			

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005383	SOUTHERN CALIF EDISON CO	PV-231226	3/30/2023		March		010-00000-0-00000-36000-58000-0	\$378.57			
	SOUTHERN CALIF EDISON CO		3/30/2023		March		010-00000-0-00000-82000-58000-0	\$1,343.66			
	SOUTHERN CALIF EDISON CO		3/30/2023		March		010-00000-0-00000-82000-55000-0	\$1,578.04			
	SOUTHERN CALIF EDISON CO		3/30/2023		March		010-00000-0-00000-82000-55000-0	\$2,375.61			
							<b>Total Check Amount:</b>	<b>\$5,675.88</b>			
013568	STACK TECHNOLOGIES	PV-231244	4/10/2023		1293		010-07200-0-00000-24200-58000-0	\$500.00			22
012726	STATE OF CALIFORNIA	PV-231225	4/5/2023		646863		010-00000-0-00000-27000-58000-0	\$49.00			
							<b>Total Check Amount:</b>	<b>\$49.00</b>			
012560	SYSCO OF CENTRAL CALIFORNIA	PV-231273	3/20/2023		384537935		130-53100-0-00000-37000-47000-0	\$2,696.27			
	SYSCO OF CENTRAL CALIFORNIA	PV-231274	4/3/2023		384555562		130-53100-0-00000-37000-47000-0	\$2,033.92			
	SYSCO OF CENTRAL CALIFORNIA	PV-231275	4/3/2023		384555563		130-53100-0-00000-37000-47000-0	\$199.62			
	SYSCO OF CENTRAL CALIFORNIA	PV-231276	4/10/2023		384563143		130-53100-0-00000-37000-47000-0	\$3,442.22			
	SYSCO OF CENTRAL CALIFORNIA	PV-231277	4/10/2023		384563144		130-53100-0-00000-37000-47000-0	\$118.43			
	SYSCO OF CENTRAL CALIFORNIA	PV-231278	4/3/2023		384555564		130-53100-0-00000-37000-43000-0	\$440.27			
	SYSCO OF CENTRAL CALIFORNIA	PV-231279	4/10/2023		384563145		130-53100-0-00000-37000-47000-0	\$548.54			
							<b>Total Check Amount:</b>	<b>\$9,479.27</b>			
011719	TULARE CO ENVIRONMENTAL HEALTH	PV-231223	4/4/2023		207237		130-53100-0-00000-37000-58000-0	\$390.00			
013435	U.S. BANK	PV-231222	4/7/2023		498534940		010-00000-0-00000-27000-56000-0	\$1,005.33			
							<b>Total Check Amount:</b>	<b>\$390.00</b>			
013629	UNION BANK	PV-231328	3/26/2023		March		010-07200-0-11100-10000-58000-0	\$25.00			M
	UNION BANK		3/26/2023		March		010-07200-0-11100-10000-58000-0	\$24.07			M
	UNION BANK		3/26/2023		March		010-07200-0-11100-10000-43000-0	\$282.48			M
	UNION BANK		3/26/2023		March		010-07200-0-00000-24200-58000-0	\$240.00			M
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$335.10			M
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$335.10			M
							<b>Total Check Amount:</b>	<b>\$1,005.33</b>			

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013629	UNION BANK	PV-231328	3/26/2023		March		010-74350-3-11100-10000-52000-0	\$335.10	M		
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$335.10	M		
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$335.10	M		
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$335.10	M		
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$404.50	M		
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$466.22	M		
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$497.58	M		
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$491.77	M		
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$995.16	M		
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$932.44	M		
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$415.74	M		
	UNION BANK		3/26/2023		March		010-07200-0-11100-31400-43000-0	\$88.98	M		
	UNION BANK		3/26/2023		March		010-07200-0-11100-10000-43000-0	\$50.00	M		
	UNION BANK		3/26/2023		March		010-07200-0-11100-10000-58000-0	\$51.40	M		
	UNION BANK		3/26/2023		March		010-07200-0-11100-10000-43000-0	\$856.00	M		
	UNION BANK		3/26/2023		March		010-07200-0-00000-24200-58000-0	\$288.00	M		
	UNION BANK		3/26/2023		March		010-07200-0-11100-10000-58000-0	\$6.60	M		
	UNION BANK		3/26/2023		March		010-07200-0-11100-10000-58000-0	\$748.81	M		
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$748.81	M		
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$748.81	M		
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$748.81	M		
	UNION BANK		3/26/2023		March		010-07200-0-11100-10000-43000-0	\$338.77	M		
	UNION BANK		3/26/2023		March		010-74350-3-11100-10000-52000-0	\$748.81	M		
							<b>Total Check Amount:</b>	<b>\$12,209.36</b>			
013066	VALLEY PACIFIC PETROLEUM	PV-231221	4/7/2023		CL 23-609011		130-53100-0-00000-82000-43000-0	\$177.88			
	VALLEY PACIFIC PETROLEUM		4/7/2023		CL 23-609011		010-00000-0-00000-82000-43000-0	\$226.87			
							<b>Total Check Amount:</b>	<b>\$404.75</b>			
013764	Valley VoIP	PV-231220	4/7/2023		1242		010-00000-0-00000-72000-59000-0	\$300.00			22
							<b>Total Check Amount:</b>	<b>\$300.00</b>			
006227	WEISENBERGERS ACE	PV-231261	3/15/2023		B1201504		010-81500-0-00000-81100-43000-0	\$56.33			
	HARDWARE	PV-231262	3/31/2023		A817860		010-81500-0-00000-81100-43000-0	\$50.24			

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006227	WEISENBERGERS ACE HARDWARE	PV-231263	3/31/2023		A817865		010-81500-0-00000-81100-43000-0	\$26.20			
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Total Check Amount: \$132.77

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Total District Payment Amount: \$172,575.25



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Batch No 472											
Total Accounts Payable:											\$172,575.25

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 172,575.25 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).

Nancy Baxter Authorizing Signature  
4/13/23 Date

Fund Summary	Total
010	\$153,038.27
130	\$15,831.94
351	\$3,705.04
Total	\$172,575.25

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013820	ADOBE INC.	PV-231334	4/17/2023		2431027953		010-00000-0-00000-72000-59000-0	\$2,080.00			
								<b>\$2,080.00</b>			
013915	AMAZON CAPITAL SERVICES	PV-231347	4/17/2023		1NQ6-NW6M-MLY4		010-07200-0-11100-10000-43000-0	\$574.76			
	AMAZON CAPITAL SERVICES	PV-231348	4/17/2023		136V-H36L-MNFQ		010-11000-0-11100-10000-43000-0	\$575.98			
	AMAZON CAPITAL SERVICES	PV-231349	4/17/2023		1D47-RFY6-MPNK		010-07200-0-11100-10000-43000-0	\$725.97			
	AMAZON CAPITAL SERVICES	PV-231350	4/17/2023		1GNG-DYWM-NGFY		010-90100-0-11100-10000-44000-0	\$4,264.76			
	AMAZON CAPITAL SERVICES	PV-231351	4/17/2023		1P7F-MRP7-MWTJ		010-07200-0-11100-10000-43000-0	\$114.60			
	AMAZON CAPITAL SERVICES	PV-231352	4/17/2023		1HQQ-MGJ4-MX4L		010-11000-0-11100-10000-43000-0	\$258.10			H
	AMAZON CAPITAL SERVICES	PV-231353	4/17/2023		1DDX-39MW-N33H		010-00000-0-00000-72000-43000-0	\$31.65			
	AMAZON CAPITAL SERVICES	PV-231354	4/17/2023		1FMH-HQGH-MTYG		010-07200-0-11100-10000-43000-0	\$324.03			
	AMAZON CAPITAL SERVICES	PV-231355	4/17/2023		19J6-K16H-MRCM		010-07200-0-11100-10000-43000-0	\$24.77			
	AMAZON CAPITAL SERVICES	PV-231356	4/17/2023		136V-H36L-N1G7		010-11000-0-11100-10000-43000-0	\$26.16			
	AMAZON CAPITAL SERVICES	PV-231357	4/17/2023		1HQQ-MGJ4-N4VR		010-07200-0-11100-10000-43000-0	\$24.77			
	AMAZON CAPITAL SERVICES	PV-231358	4/17/2023		19NT-P6TJ-NHLD		010-00000-0-00000-72000-43000-0	\$421.75			
	AMAZON CAPITAL SERVICES	PV-231359	4/18/2023		17YL-7FW7-67GL		010-07200-0-11100-10000-43000-0	(\$41.42)			
	AMAZON CAPITAL SERVICES	PV-231360	4/18/2023		1NM6-VHD7-69R7		010-07200-0-11100-10000-43000-0	(\$41.42)			
	AMAZON CAPITAL SERVICES	PV-231361	4/18/2023		19VQ-RLVM-6CLG		010-00000-0-11100-10000-43000-0	(\$62.13)			
	AMAZON CAPITAL SERVICES	PV-231362	4/18/2023		1YHG-FNR4-63KM		010-00000-0-11100-10000-43000-0	(\$20.71)			
	AMAZON CAPITAL SERVICES	PV-231363	4/18/2023		1MJT-M993-06J9		010-00000-0-11100-10000-43000-0	(\$20.71)			
	AMAZON CAPITAL SERVICES	PV-231364	4/18/2023		11RP-TG XK-66CL		010-07200-0-11100-10000-43000-0	(\$20.71)			
	AMAZON CAPITAL SERVICES	PV-231365	4/18/2023		19HG-KHJN-67XD		010-07200-0-11100-10000-43000-0	(\$20.71)			
	AMAZON CAPITAL SERVICES	PV-231366	4/18/2023		11RP-TG XK-667Q		010-07200-0-11100-10000-43000-0	(\$20.71)			
	AMAZON CAPITAL SERVICES	PV-231367	4/18/2023		1XD4-DRDL-67XP		010-07200-0-11100-10000-43000-0	(\$20.71)			
	AMAZON CAPITAL SERVICES	PV-231368	4/18/2023		1WRV-9QLL-6G1F		010-07200-0-11100-10000-43000-0	(\$20.71)			
	AMAZON CAPITAL SERVICES	PV-231369	4/19/2023		1HXX-RHWF-4GPT		010-00000-0-00000-72000-43000-0	(\$56.04)			
								<b>\$7,021.32</b>			
013898	AM-TECH INSPECTION SERVICES	PV-231332	4/21/2023		1898		351-77100-0-00000-85000-58000-0	\$8,300.00			
								<b>\$8,300.00</b>			
004283	AT&T	PV-231335	4/13/2023		19801992		010-00000-0-00000-72000-59000-0	\$125.61			
								<b>\$125.61</b>			
013355	CLASSIC CHARTER	PV-231370	4/15/2023		159292		010-07200-0-11100-10000-58000-0	\$3,169.00			L

Accounts Payable Final Prelist - 4/27/2023 1:53:01PM

\*\*\* FINAL \*\*\*

Batch No 474

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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013923	CWISTED LLC	PV-231372	4/27/2023		Inv-000004		010-74350-3-11100-10000-58000-0	\$14,855.00	L	23
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013544	JAMIE LEE GENRTY	PV-231336	4/27/2023		00000		010-00000-0-00000-72000-52000-0	\$32.62		
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013696	JOSE MIRANDA	PV-231341	4/13/2023		000000		010-07200-0-11100-10000-43000-0	\$400.00		
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012102	LOZANO SMITH	PV-231338	4/12/2023		2186353		010-00000-0-00000-76002-58000-0	\$2,047.50		
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012005	M. GREEN & COMPANY	PV-231342	4/15/2023		21/22 Audit 10%		010-00000-0-00000-71900-58000-0	\$2,410.00	L	
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013399	NIGUEL BAXTER	PV-231339	4/27/2023		00000		010-00000-0-00000-72000-43000-0	\$501.60		
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	NIGUEL BAXTER		4/27/2023		00000		010-07200-0-11100-10000-43000-0	\$23.91		
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	NIGUEL BAXTER		4/27/2023		00000		010-07200-0-11100-10000-43000-0	\$158.39		
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013850	R & L CROW DISTRIBUTING	PV-231343	4/24/2023		April 13-24		130-53100-0-00000-37000-47000-0	\$1,477.40		22
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	R & L CROW DISTRIBUTING		4/24/2023		April 13-24		130-53100-0-00000-37000-47000-0	\$426.20		22
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	R & L CROW DISTRIBUTING		4/24/2023		April 13-24		010-54660-0-00000-37000-47000-0	\$688.80		22
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	R & L CROW DISTRIBUTING		4/24/2023		April 13-24		130-53100-0-00000-37000-47000-0	\$708.50		22
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013853	SAM'S AIR CONDITIONING & HEAT	PV-231371	4/26/2023		i6855		010-81500-0-00000-81100-58000-0	\$395.00		
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005387	SOCALGAS	PV-231344	4/21/2023		April		010-00000-0-00000-82000-55000-0	\$852.81		
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	SOCALGAS		4/21/2023		April		010-00000-0-00000-82000-55000-0	\$892.08		
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Total Check Amount:

\$3,169.00

Total Check Amount:

\$14,855.00

Total Check Amount:

\$32.62

Total Check Amount:

\$32.62

Total Check Amount:

\$400.00

Total Check Amount:

\$400.00

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\$2,047.50

Total Check Amount:

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Total Check Amount:

\$23.91

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\$158.39

Total Check Amount:

\$683.90

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\$1,477.40

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\$426.20

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\$688.80

Total Check Amount:

\$708.50

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\$3,300.90

Total Check Amount:

\$395.00

Total Check Amount:

\$395.00

Total Check Amount:

\$852.81

Total Check Amount:

\$892.08

Accounts Payable Final PreList - 4/27/2023 1:53:01PM

\*\*\* FINAL \*\*\*

Batch No 474

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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012910	STEWART, KEITH	PV-231340	4/26/2023		00000		010-81500-0-00000-81100-44000-0	\$8,220.60		
								<b>\$8,220.60</b>		
013128	THE HOME DEPOT PRO	PV-231337	4/10/2023		739626497		010-00000-0-00000-82000-43000-0	\$233.21		
								<b>\$233.21</b>		
013042	TRACY TUCKER	PV-231346	4/17/2023		BTW-007		010-00000-0-00000-36000-58000-0	\$2,610.00		J
								<b>\$2,610.00</b>		
013004	Verizon Wireless	PV-231345	4/10/2023		9932173107		010-00000-0-11100-10000-59000-0	\$380.10		
								<b>\$380.10</b>		
013508	VISALIA ADVENTURE PARK	PV-231333	4/21/2023		23800		010-07200-0-11100-10000-58000-0	\$1,124.00		
								<b>\$1,124.00</b>		
<b>Total Check Amount:</b>								<b>\$1,744.89</b>		
<b>Total Check Amount:</b>								<b>\$8,220.60</b>		
<b>Total Check Amount:</b>								<b>\$233.21</b>		
<b>Total Check Amount:</b>								<b>\$2,610.00</b>		
<b>Total Check Amount:</b>								<b>\$380.10</b>		
<b>Total Check Amount:</b>								<b>\$1,124.00</b>		
<b>Total Check Amount:</b>								<b>\$1,744.89</b>		

Accounts Payable Final PreList - 4/27/2023 1:53:01PM

\*\*\* FINAL \*\*\*

Batch No 474

Audit

Amount Flag EFT

Reference Invoice Separate  
Number Date Check Account Code

Vendor No Vendor Name PO # Invoice No

Total District Payment Amount: \$59,133.65

Accounts Payable Final PreList - 4/27/2023 1:53:01PM

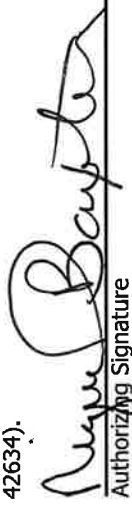
\*\*\* FINAL \*\*\*

Batch No 474

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
Batch No 474											
											\$59,133.65

Total Accounts Payable:

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 59,133.65 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 4/27/23

Fund Summary	Total
010	\$48,221.55
130	\$2,612.10
351	\$8,300.00
Total	\$59,133.65

**Budget Comparison Report**

by Fund

10:11:10AM

	2022 - 2023 Working Thru 5/1/2023			2022 - 2023 Actual Thru 5/1/2023		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>010 General Fund</b>						
<b>Revenues</b>						
<b>LCFF Sources</b>						
80110 LCFF State Aid - Current Year	\$4,783,554.00	\$0.00	\$4,783,554.00	\$3,528,972.85	\$0.00	\$3,528,972.85
80120 Education Protection Account	\$1,161,380.00	\$0.00	\$1,161,380.00	\$974,181.00	\$0.00	\$974,181.00
80190 LCFF/Revenue Limit State Aid - Prior Years	\$0.00	\$0.00	\$0.00	(\$16,325.37)	\$0.00	(\$16,325.37)
80410 Secured Rolls Tax	\$337,397.00	\$0.00	\$337,397.00	\$150,129.35	\$0.00	\$150,129.35
80420 Unsecured Roll Taxes	\$0.00	\$0.00	\$0.00	\$17,890.34	\$0.00	\$17,890.34
80430 Prior Years' Taxes	\$0.00	\$0.00	\$0.00	\$2,263.65	\$0.00	\$2,263.65
80440 Supplemental Taxes	\$0.00	\$0.00	\$0.00	\$5,669.21	\$0.00	\$5,669.21
80470 Community Redevelopment Funds	\$0.00	\$0.00	\$0.00	\$5,298.00	\$0.00	\$5,298.00
80471 Redevelopment PTF Residual Distributions	\$0.00	\$0.00	\$0.00	\$21,838.00	\$0.00	\$21,838.00
<b>Total LCFF Sources</b>	<b>\$6,282,331.00</b>	<b>\$0.00</b>	<b>\$6,282,331.00</b>	<b>\$4,689,917.03</b>	<b>\$0.00</b>	<b>\$4,689,917.03</b>
<b>Federal Revenues</b>						
82200 Child Nutrition Programs	\$0.00	\$15,363.10	\$15,363.10	\$0.00	\$15,363.10	\$15,363.10
82900 All Other Federal Revenue	\$0.00	\$3,344,479.69	\$3,344,479.69	\$0.00	\$963,034.32	\$963,034.32
<b>Total Federal Revenues</b>	<b>\$0.00</b>	<b>\$3,359,842.79</b>	<b>\$3,359,842.79</b>	<b>\$0.00</b>	<b>\$978,397.42</b>	<b>\$978,397.42</b>
<b>Other State Revenues</b>						
85200 Child Nutrition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
85500 Mandated Cost Reimbursements	\$14,435.00	\$0.00	\$14,435.00	\$14,435.00	\$0.00	\$14,435.00
85600 State Lottery Revenue	\$66,407.00	\$26,172.00	\$92,579.00	\$65,174.01	\$16,901.45	\$82,075.46
85900 All Other State Revenue	\$2,032.50	\$2,166,532.00	\$2,168,564.50	\$2,032.50	\$1,732,285.30	\$1,734,317.80
<b>Total Other State Revenues</b>	<b>\$82,874.50</b>	<b>\$2,192,704.00</b>	<b>\$2,275,578.50</b>	<b>\$81,641.51</b>	<b>\$1,749,186.75</b>	<b>\$1,830,828.26</b>
<b>Other Local Revenues</b>						
86250 Community Redevelopment Funds Not Subject to Revenue Lim	\$0.00	\$6,938.00	\$6,938.00	\$0.00	\$6,938.00	\$6,938.00
86600 Interest	\$25,000.00	\$0.00	\$25,000.00	\$57,710.79	\$0.00	\$57,710.79
86602 Interest - Refund of Federal/State Interest	\$0.00	\$0.00	\$0.00	(\$309.21)	\$0.00	(\$309.21)
86620 Net Increase (Decrease) in the Fair Value of Investments	\$0.00	\$0.00	\$0.00	\$145,856.94	\$0.00	\$145,856.94

Exhibit C 5-16-2023

**Budget Comparison Report**

by Fund

10:11:10AM

	2022 - 2023 Working Thru 5/1/2023			2022 - 2023 Actual Thru 5/1/2023		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>010 General Fund</b>						
86990 All Other Local Revenue	\$26,792.78	\$63,135.00	\$89,927.78	\$32,059.39	\$38,389.78	\$70,449.17
Total Other Local Revenues	\$51,792.78	\$70,073.00	\$121,865.78	\$235,317.91	\$45,327.78	\$280,645.69
Total Revenues	\$6,416,998.28	\$5,622,619.79	\$12,039,618.07	\$5,006,876.45	\$2,772,911.95	\$7,779,788.40
Expenditures						
Certificated Salaries						
11000 Certificated Teachers` Salaries	\$1,875,954.00	\$151,362.29	\$2,027,316.29	\$1,504,393.53	\$124,699.96	\$1,629,093.49
11002 Substitute Teachers	\$60,000.00	\$0.00	\$60,000.00	\$43,913.34	\$0.00	\$43,913.34
12000 Certificated Pupil Support Salaries	\$107,464.00	\$0.00	\$107,464.00	\$86,951.62	\$0.00	\$86,951.62
13000 Certificated Supervisors and Administrators Salaries	\$279,150.00	\$0.00	\$279,150.00	\$232,600.90	\$0.00	\$232,600.90
19000 Other Certificated Salaries	\$8,000.00	\$0.00	\$8,000.00	\$7,475.00	\$0.00	\$7,475.00
Total Certificated Salaries	\$2,330,568.00	\$151,362.29	\$2,481,930.29	\$1,875,334.39	\$124,699.96	\$2,000,034.35
Classified Salaries						
21000 Classified Instructional Salaries	\$205,573.00	\$274,459.10	\$480,032.10	\$177,988.15	\$193,963.22	\$371,951.37
22000 Classified Support Salaries	\$329,465.00	\$212,525.00	\$541,990.00	\$232,329.67	\$192,783.55	\$425,113.22
23000 Classified Supervisors` and Administrators` Salaries	\$93,400.00	\$1,179.98	\$94,579.98	\$57,115.84	\$1,179.98	\$58,295.82
24000 Clerical, Technical and Office Staff Salaries	\$201,016.00	\$0.00	\$201,016.00	\$165,585.63	\$0.00	\$165,585.63
29000 Other Classified Salaries	\$66,950.00	\$86,916.39	\$153,866.39	\$49,201.16	\$68,940.65	\$118,141.81
Total Classified Salaries	\$896,404.00	\$575,080.47	\$1,471,484.47	\$682,220.45	\$456,867.40	\$1,139,087.85
Employee Benefits						
31010 State Teachers` Retirement System, certificated positions	\$441,349.00	\$287,880.51	\$729,229.51	\$350,609.25	\$23,817.77	\$374,427.02
31020 State Teachers ` Retirement System, classified positions	\$3,000.00	\$6,353.79	\$9,353.79	\$3,031.74	\$3,065.17	\$6,096.91
32010 Public Employees Retirement System, certificated positions	\$1,800.00	\$0.00	\$1,800.00	\$1,109.94	\$0.00	\$1,109.94
32020 Public Employees` Retirement System, classified positions	\$224,278.00	\$152,270.53	\$376,548.53	\$137,992.00	\$97,778.91	\$235,770.91
33012 OASDI, Certificated Positions	\$1,900.00	\$0.00	\$1,900.00	\$1,674.54	\$0.00	\$1,674.54
33013 Medicare, Certificated Positions	\$33,929.00	\$2,214.35	\$36,143.35	\$26,989.81	\$1,808.15	\$28,797.96
33022 OASDI, classified positions	\$55,210.00	\$37,476.93	\$92,686.93	\$40,956.38	\$26,740.23	\$67,696.61
33023 Medicare, classified positions	\$13,079.00	\$8,848.80	\$21,927.80	\$9,841.23	\$6,620.58	\$16,461.81
34010 Health & Welfare Benefits, certificated positions	\$444,398.00	\$35,100.00	\$479,498.00	\$350,916.00	\$26,907.76	\$377,823.76



**Budget Comparison Report**

by Fund

10:11:10AM

	2022 - 2023 Working Thru 5/1/2023			2022 - 2023 Actual Thru 5/1/2023		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>010 General Fund</b>						
34020 Health & Welfare Benefits, classified positions	\$236,251.00	\$96,987.29	\$333,238.29	\$174,848.32	\$69,018.65	\$243,866.97
35010 State Unemployment Insurance, certificated positions	\$11,710.00	\$761.62	\$12,471.62	\$9,306.60	\$623.47	\$9,930.07
35020 State Unemployment Insurance, classified positions	\$4,532.00	\$3,071.78	\$7,603.78	\$3,393.64	\$2,283.08	\$5,676.72
36010 Worker's Compensation Insurance, certificated positions	\$52,066.00	\$3,409.81	\$55,475.81	\$34,307.83	\$2,298.33	\$36,606.16
36020 Worker's Compensation Insurance, classified positions	\$19,933.00	\$13,700.10	\$33,633.10	\$12,509.16	\$8,415.41	\$20,924.57
37010 OPEB, Allocated, certificated positions	\$51,525.00	\$3,296.46	\$54,821.46	\$17,185.45	\$1,157.06	\$18,342.51
37020 OPEB, Allocated, classified positions	\$20,209.00	\$13,156.16	\$33,365.16	\$6,284.96	\$4,165.11	\$10,450.07
37510 OPEB, Active Employees, certificated Positions	\$58,501.00	\$4,675.00	\$63,176.00	\$0.00	\$0.00	\$0.00
37520 OPEB, Active Employees, classified positions	\$12,015.00	\$8,921.00	\$20,936.00	\$0.00	\$0.00	\$0.00
<b>Total Employee Benefits</b>	<b>\$1,685,685.00</b>	<b>\$678,124.13</b>	<b>\$2,363,809.13</b>	<b>\$1,180,956.85</b>	<b>\$274,699.68</b>	<b>\$1,455,656.53</b>
<b>Books and Supplies</b>						
42000 Books and Other Reference Materials	\$0.00	\$15,000.00	\$15,000.00	\$0.00	\$5,059.62	\$5,059.62
43000 Materials and Supplies	\$299,784.17	\$122,441.06	\$422,225.23	\$243,503.48	\$62,603.44	\$306,106.92
44000 Non-Capitalized Equipment	\$33,500.00	\$40,782.96	\$74,282.96	\$27,415.22	\$25,795.97	\$53,211.19
47000 Food	\$0.00	\$15,363.10	\$15,363.10	\$0.00	\$15,363.10	\$15,363.10
<b>Total Books and Supplies</b>	<b>\$333,284.17</b>	<b>\$193,587.12</b>	<b>\$526,871.29</b>	<b>\$270,918.70</b>	<b>\$108,822.13</b>	<b>\$379,740.83</b>
<b>Services, Other Operating Expenses</b>						
52000 Travel and Conferences	\$15,100.00	\$4,664.06	\$19,764.06	\$11,522.25	\$11,549.04	\$23,071.29
53000 Dues and Memberships	\$8,200.00	\$0.00	\$8,200.00	\$2,154.36	\$0.00	\$2,154.36
54400 Pupil Insurance	\$1,100.00	\$0.00	\$1,100.00	\$0.00	\$0.00	\$0.00
54500 Other Insurance	\$67,525.00	\$0.00	\$67,525.00	\$62,327.42	\$0.00	\$62,327.42
55000 Operation and Housekeeping Services	\$165,000.00	\$0.00	\$165,000.00	\$136,240.15	\$0.00	\$136,240.15
56000 Rentals, Leases, Repairs and Non-Capitalized Improvements	\$67,000.00	\$13,492.27	\$80,492.27	\$60,527.99	\$11,358.16	\$71,886.15
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	\$574,995.00	\$637,907.19	\$1,212,902.19	\$368,123.92	\$408,270.90	\$776,394.82
58009 Pension Penalties & Interest	\$500.00	\$0.00	\$500.00	\$4.35	\$0.00	\$4.35
59000 Communications	\$29,500.00	\$0.00	\$29,500.00	\$20,461.44	\$0.00	\$20,461.44
<b>Total Services, Other Operating Expenses</b>	<b>\$928,920.00</b>	<b>\$656,063.52</b>	<b>\$1,584,983.52</b>	<b>\$661,361.88</b>	<b>\$431,178.10</b>	<b>\$1,092,539.98</b>
<b>Capital Outlay</b>						

**Budget Comparison Report**

by Fund

	2022 - 2023 Working Thru 5/1/2023			2022 - 2023 Actual Thru 5/1/2023		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>010 General Fund</b>						
62000 Buildings and Improvement of Buildings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64000 Equipment	\$446,957.37	\$3,465,410.53	\$3,912,367.90	\$0.00	\$1,177,324.59	\$1,177,324.59
Total Capital Outlay	\$446,957.37	\$3,465,410.53	\$3,912,367.90	\$0.00	\$1,177,324.59	\$1,177,324.59
Other Outgo						
71420 Other Tuition, Excess Costs, and/or Deficits Payments to COE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74380 Debt Service - Interest	\$115,200.00	\$0.00	\$115,200.00	\$53,728.13	\$0.00	\$53,728.13
74390 Other Debt Service - Principal	\$222,941.00	\$0.00	\$222,941.00	\$222,941.00	\$0.00	\$222,941.00
Total Other Outgo	\$338,141.00	\$0.00	\$338,141.00	\$276,669.13	\$0.00	\$276,669.13
Direct Support/Indirect Costs						
73100 Transfers of Indirect Costs	(\$15,939.00)	\$15,939.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Support/Indirect Costs	(\$15,939.00)	\$15,939.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$6,944,020.54	\$5,735,567.06	\$12,679,587.60	\$4,947,461.40	\$2,573,591.86	\$7,521,053.26
Excess (Deficiency) of Revenues	(\$527,022.26)	(\$112,947.27)	(\$639,969.53)	\$59,415.05	\$199,320.09	\$258,735.14
Other Financing Sources/Uses						
Transfers Out						
76160 From General Fund to Cafeteria Fund	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00
Total Transfers Out	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00
Contributions						
89800 Contributions from Unrestricted Resources	(\$427,989.52)	\$432,100.00	\$4,110.48	\$0.00	\$0.00	\$0.00
89900 Contributions from Restricted Revenues	\$23,819.39	(\$23,819.39)	\$0.00	\$23,819.39	(\$23,819.39)	\$0.00
Total Contributions	(\$404,170.13)	\$408,280.61	\$4,110.48	\$23,819.39	(\$23,819.39)	\$0.00
Total Other Financing Sources/Uses	(\$454,170.13)	\$408,280.61	(\$45,889.52)	\$23,819.39	(\$23,819.39)	\$0.00
Net Increase (Decrease) in Fund	(\$981,192.39)	\$295,333.34	(\$685,859.05)	\$83,234.44	\$175,500.70	\$258,735.14
Beginning Balance						
Assets						



**Budget Comparison Report**

by Fund

10:11:10AM

	2022 - 2023 Working Thru 5/1/2023			2022 - 2023 Actual Thru 5/1/2023		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>010 General Fund</b>						
95013 Deferred Wages Payable	\$0.00	\$0.00	\$0.00	\$141,637.20	\$0.00	\$141,637.20
95024 Health & Welfare Payable	\$0.00	\$0.00	\$0.00	(\$26,030.91)	\$0.00	(\$26,030.91)
95025 State Unemployment Insurance Payable	\$0.00	\$0.00	\$0.00	\$1,603.22	\$0.00	\$1,603.22
95026 Workers Compensation Payable	\$0.00	\$0.00	\$0.00	\$11,085.39	\$0.00	\$11,085.39
95028 Retiree Benefits Payable	\$0.00	\$0.00	\$0.00	\$2,569.92	\$0.00	\$2,569.92
95050 Other Current Liabilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
95051 Outlawed Employee Refunds & Voluntary Deductions	\$0.00	\$0.00	\$0.00	\$3,055.20	\$0.00	\$3,055.20
95053 STRS Excess Contributions Liability	\$0.00	\$0.00	\$0.00	\$6.40	\$0.00	\$6.40
96100 Due to Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
96500 Unearned Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Liabilities</b>	\$0.00	\$0.00	\$0.00	\$133,926.42	\$0.00	\$133,926.42
<b>Total Ending Balance</b>	\$2,024,384.20	\$1,115,440.55	\$3,139,824.75	\$3,088,811.03	\$995,607.91	\$4,084,418.94
<b>Components of Ending Fund Balance</b>						
<b>Fund Balance, Nonspendable</b>						
97200 Reserve for Encumbrances	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Fund Balance, Nonspendable</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Fund Balance, Unassigned</b>						
97890 Reserve for Economic Uncertainties	\$352,164.52	\$0.00	\$352,164.52	\$352,164.52	\$0.00	\$352,164.52
97900 Undesignated/Unappropriated	(\$2,208,837.30)	\$533,556.20	(\$1,675,281.10)	(\$1,144,410.47)	\$413,723.56	(\$730,686.91)
97910 Beginning Fund Balance	\$3,005,576.59	\$820,107.21	\$3,825,683.80	\$3,005,576.59	\$820,107.21	\$3,825,683.80
<b>Total Fund Balance, Unassigned</b>	\$1,148,903.81	\$1,353,663.41	\$2,502,567.22	\$2,213,330.64	\$1,233,830.77	\$3,447,161.41
<b>Budgetary and Other Accounts</b>						
98100 Estimated Revenue	(\$6,038,428.15)	(\$6,001,189.92)	(\$12,039,618.07)	(\$6,038,428.15)	(\$6,001,189.92)	(\$12,039,618.07)
98200 Appropriations	\$6,913,908.54	\$5,762,967.06	\$12,676,875.60	\$6,913,908.54	\$5,762,967.06	\$12,676,875.60
98300 Encumbrances	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Budgetary and Other Accounts</b>	\$875,480.39	(\$238,222.86)	\$637,257.53	\$875,480.39	(\$238,222.86)	\$637,257.53
<b>Total Components of Ending Fund Balance</b>	\$2,024,384.20	\$1,115,440.55	\$3,139,824.75	\$3,088,811.03	\$995,607.91	\$4,084,418.94

County Fund	District Fund Number	Current Cash 9110	Previous Total Payroll Objects	Percentage (%)
636	36 0100 General Fund	\$4,655,368.99	\$501,624.69	928.06
N/A	36 0800 Student Activity Special Revenue Fund	\$0.00		
ASM	36 1300 Cafeteria Special Revenue Fund	(\$3,196.48)	\$19,746.80	-16.19
None	36 2110 Building Fund #1	\$0.00		
None	36 2160 Non-Treasury COP/ Trustee Building Fund #2	\$0.00		
ATQ	36 2510 Developer Fees Fund	\$51,306.93		
ADO	36 3510 County School Facilities Fund - Modernization	\$517,874.10		
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		
<b>Report Total</b>		<b>\$5,221,353.54</b>		

### Budget Revision Report

Bdg Revision Final

Control Number: 50137100

Account Classification	Approved / Revised	Change Amount	Proposed Budget
<b>Fund: 0100 General Fund Expenditures</b>			
<b>Books and Supplies</b>			
010-81500-0-00000-81100-44000-0	\$15,000.00	\$5,000.00	\$20,000.00
010-90100-0-11100-10000-43000-0	\$15,000.00	(\$3,054.58)	\$11,945.42
010-90100-0-11100-10000-44000-0	\$0.00	\$5,054.58	\$5,054.58
<b>Total:</b>	<b>\$30,000.00</b>	<b>\$7,000.00</b>	<b>\$37,000.00</b>
<b>Services, Other Operating Expenses</b>			
010-26000-3-00000-85000-58000-0	\$173,554.93	(\$107,917.18)	\$65,637.75
010-81500-0-00000-81100-58000-0	\$70,000.00	(\$60,000.00)	\$10,000.00
<b>Total:</b>	<b>\$243,554.93</b>	<b>(\$167,917.18)</b>	<b>\$75,637.75</b>
<b>Capital Outlay</b>			
010-26000-3-00000-85000-64000-0	\$635,359.63	\$107,917.18	\$743,276.81
010-81500-0-00000-81100-64000-0	\$48,900.00	\$25,600.00	\$74,500.00
<b>Total:</b>	<b>\$684,259.63</b>	<b>\$133,517.18</b>	<b>\$817,776.81</b>
<b>Total Expenditures</b>	<b>\$957,814.56</b>	<b>(\$27,400.00)</b>	<b>\$930,414.56</b>
<b>Other Financing Sources/Uses</b>			
<b>Contributions</b>			
010-00000-0-00000-00000-89800-0	(\$2,466,125.52)	(\$25,600.00)	(\$2,491,725.52)
010-81500-0-00000-00000-89800-0	\$369,500.00	\$25,600.00	\$395,100.00
010-90100-0-00000-00000-89800-0	\$12,889.52	\$4,110.48	\$17,000.00
<b>Total:</b>	<b>(\$2,083,736.00)</b>	<b>\$4,110.48</b>	<b>(\$2,079,625.52)</b>

Budgeted Unappropriated Fund Balance before this adjustment:

**Total Adjustment to Unappropriated Fund Balance:**

Budgeted Unappropriated Fund Balance after this adjustment:

**\$3,188,426.27**  
**\$31,510.48**  
**\$3,219,936.75**

5212-915 D-119142

Bdg Revision Final

Control Number: 50137100

Account Classification      Approved / Revised      Change Amount      Proposed Budget

At a meeting of the school board on 5/16/23, 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 \_\_\_\_\_

# Tulare County Office of Education

*Committed to Students, Support & Service*

Exhibit E  
5-16-2023

**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 &  
Science Center**  
35 Ave. 264  
Visalia

April 17, 2023

Mark Odsather, Superintendent  
Pleasant View School District  
14004 Road 184  
Porterville, CA 93257

**SUBJECT: REVIEW OF SECOND PERIOD INTERIM REPORT, 2022-23**

Dear Mark:

The county office has reviewed the 2022-23 Second Period Interim Report of the Pleasant View School District, and will be able to certify to the California Department of Education that the district has submitted a positive report for the period ending January 31<sup>st</sup>.

We find that these documents reflect a satisfactory fiscal position and indicate the district will be able to meet its financial obligations during this fiscal year and the two subsequent years as certified by your governing board. We thank you for the timely filing of your Interim Report with our office. The efforts of your staff in the preparation and submission of this report along with the supporting documentation is appreciated.

Please read our attached addendum for further comments and recommendations.

If you have any concerns or questions about this review, our comments or recommendations, please do not hesitate to call at 733-6474.

Sincerely,



Fernie Marroquin, Ed.D.  
Assistant Superintendent, Business Services  
Tulare County Office of Education

FM/sd  
Encl.

cc: Alex Garcia, Board President  
District Business Manager



## BACKGROUND

Our review of the district's 2022-23 Second Period Interim Report and the comments included are based on information the district had available at the time the Interim Report was prepared. The Governor's budget for 2023-24 proposes to preserve investments made during unexpected rapid economic growth experienced during the global pandemic. The State economy has recovered from the COVID-19 pandemic; however, due to a recent economic slow down the State is facing an estimated budget gap of \$22.5 billion. This budget deficit is addressed in the Governor's budget proposal by utilizing funding delays, shifts, and some reductions with the goal of maintaining the majority of programs the Governor has put in place over the past few years.

Of most significance is the Governor's proposal to allocate roughly \$5 billion in Prop 98 funding to fund a statutory cost of living adjustment (COLA) of 8.13% in 2023-24. Included in this \$5 billion investment is the introduction of an LCFF Equity Multiplier. This additional LCFF add-on is intended to be allocated to high-poverty schools to fund additional services and support directly to students. It is important to note that in order to fund the 2022-23 and 2023-24 LCFF COLAs, the Governor's proposed budget includes a reduction of \$1.2 billion to the Arts, Music, and Instructional Materials Discretionary Block Grant. Justification for this grant reduction includes introduction of an additional \$941 million in the form of the Arts and Music in Schools – Funding Guarantee and Accountability Act (Proposition 28) that was passed by California voters in the November 2022 election. Proposition 28 funding will be allocated to districts with the statutory requirement of increasing arts instruction and/or arts programs.

The Governor's estimated COLA would also be applied to other education programs funded outside of the LCFF including Special Education, Child Nutrition, State Preschool, Foster Youth, Mandated Block Grant, and the Adult in Correctional Facilities Program. The 2023-24 budget proposal also includes significant investments in categorical programs many of which were introduced as part of the 2022 Budget Act:

- \$690 million Prop 98 funding to implement the second year of Transitional Kindergarten;
- \$64.5 million in Prop 98 and \$51.8 million in General Fund funding to continue a multi-year plan for inclusivity adjustments to the State Preschool Program;
- \$500 million in General Fund funding to support the Full-Day Kindergarten Facility Program;
- \$2.1 billion in General Fund funding to support the State Facilities Program;
- \$250 million one-time Prop 98 funding to build upon the existing Literacy Coaches and Reading Specialist Grant Program;
- \$4 billion in on-going Prop 98 funding for the Expanded Learning Opportunities Program;
- \$650 million in on-going Prop-98 funding to fund the Universal Meals Program.

Supplementing anticipated funding proposed for schools is the significant amount of federal funding districts have received in the past couple of years to mitigate impacts caused by the COVID-19 pandemic. This includes the \$900 billion Coronavirus Response and Relief Supplemental Appropriations Act signed into law December 27, 2020 and \$1.9 trillion American Rescue Plan signed into law on March 11, 2021. Both of these acts included significant amounts of funding for education earmarked to assist schools in reopening and address the multitude of new costs incurred by schools attributable to the COVID-19 pandemic.

The Department of Finance recognizes that in spite of a global public health crisis the State's economic recovery has outperformed expectations. However, going forward we are faced with a higher risk of recession as the economy softens and the federal government continues to aggressively respond to inflation by increasing the federal interest rate. It is important to note that the Governor's 2023-24 budget proposal does not include a recession scenario and, although the Governor is not projecting a withdrawal from State reserves conditions can quickly change in between January and the May Revise. Recessionary pressures combined with risks unique to California including emergency preparedness costs due to wildfires, flooding, affordable housing woes, state-wide declining enrollment and reliance on significant one-time federal funding point to the importance of districts exercising fiscal prudence even when times are good.

#### **LOCAL CONTINUITY AND ATTENANCE PLAN**

It is important to note that the Local Control Accountability Plan (LCAP) document will resume as the main accountability document for K-12 education for the foreseeable future and there continues to be a growing emphasis on accountability measures. The 2021 Budget Act included language that requires districts to maintain supplemental and concentration grant funds to increase and improve services to unduplicated pupils until the funds are fully spent. This provision effectively disallows supplemental and concentration dollars from being carried over in an unrestricted fashion from one year to the next. This provision will be especially challenging for those districts that are falling short of meeting their minimum proportionality requirement.

In addition to the supplemental and concentration grant carryover provision, the 2021 Budget Act also increased the concentration grant percentage from 55% to 65%. The funding associated with this "add-on" must be used to increase the number of adults providing direct services to students. There has been a prompt added to the LCAP template whereby districts must describe how the additional concentration grant add-on funding will be used to increase the number of staff providing direct services at schools that have a high concentration of unduplicated students. This is an on-going accountability measure that will require tracking of how these concentration add-on funds are being spent.

Lastly, due to the passage of AB1808 in 2018 the LCAP template now incorporates a section titled "Budget Overview for Parents" which is intended to help stakeholders better understand funding decisions included in the LCAP. This bill takes an additional step towards increasing transparency over those additional supplemental and concentration dollars generated by unduplicated students. The Budgeted Overview for Parents is intended to help stakeholders better understand funding decisions included in the associated LCAP.

#### **RETIREMENT COSTS**

The Governmental Accounting Standards Board Statement No. 68 (GASB 68) reporting requirements took effect for the 2014-15 financial statements for State and local government employers. Districts now need to recognize their proportionate share of the net pension liability (NPL) for both CalSTRS and CalPERS retirees in their accrual based financial statements (Audit Reports).

The CalPERS Board adopted changes to the actuarial assumptions that became effective June 30, 2015. The changes result in a projected increase to the employer contribution rates for 2015-16 and for the following five years. The CalPERS Circular Letter 200-012-14 dated March 10, 2014 provided projected rates for 2014-15 through 2020-21 which were subsequently modified as shown below. Both the CalPERS and CalSTRS rates shown for 2019-20 and 2020-21 include the subsidy provided as part of the passage of AB84 on April 21, 2020 and rate offset included in the 2021 State Budget.

CalPERS Actual and Projected Rates					
2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual
15.531%	18.062%	19.721%	20.70%	22.91%	25.37%

Likewise, Assembly Bill 1469 increased the contribution rates that employers, employees and the state pay to support the State Teachers Retirement System. Employer rates will continued to increase until 2020-21. Thereafter, the STRS employer rate is set by the CalSTRS board.

CalSTRS Rates per Education Code Sections 22901.7 and 22950.5					
2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual
14.43%	16.28%	17.10%	16.15%	16.92%	19.10%

Districts should be cognizant about including the PERS and STRS rate increases projected in 2022-23 as all rate offsets we've experienced in previously adopted State budgets have expired.

**RESERVES**

**Reserve Caps** – Our office continues to reinforce the need for reserves over the state minimum reserve requirements. Past experience has clearly demonstrated these minimum levels are not sufficient to protect educational programs from severe disruption in an economic downturn. The typical 3% reserve minimum represents less than two weeks of payroll for nearly all districts. Many LEAs have established reserve policies calling for higher than state minimum reserves, recognizing their duty to maintain fiscal solvency.

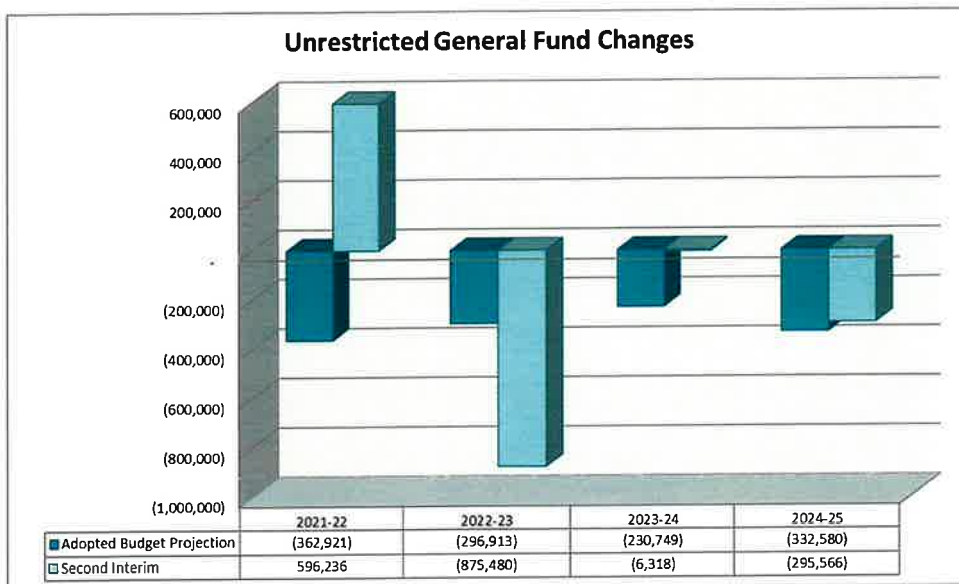
In October 2017 the Governor signed Senate Bill 751 which made significant changes to the previous Senate Bill 858 reserve cap requirements. These changes became effective January 1, 2018. The cap now allows for 10% of assigned or unassigned ending balances on a more limited number of district funds. It also exempts districts with fewer than 2,501 average daily attendance from the cap requirement.

The provisions of SB 751 are not imposed until the year after funds in the Public School System Stabilization Account (PSSSA) equals or exceeds 3% of Proposition 98 funding for school districts. The 2023-24 Governor's Budget proposal includes payments of \$3.7 billion in 2021-22, \$1.1 billion in 2022-23 and \$365 million in 2023-24 into PSSSA, for a total of \$8.5 billion at the end of 2023-24. This will trigger the school district reserves cap for the foreseeable future. It is recommended that districts impacted by the reserve cap take board action to commit funds for a specific purpose so they are not subject to the reserve cap.

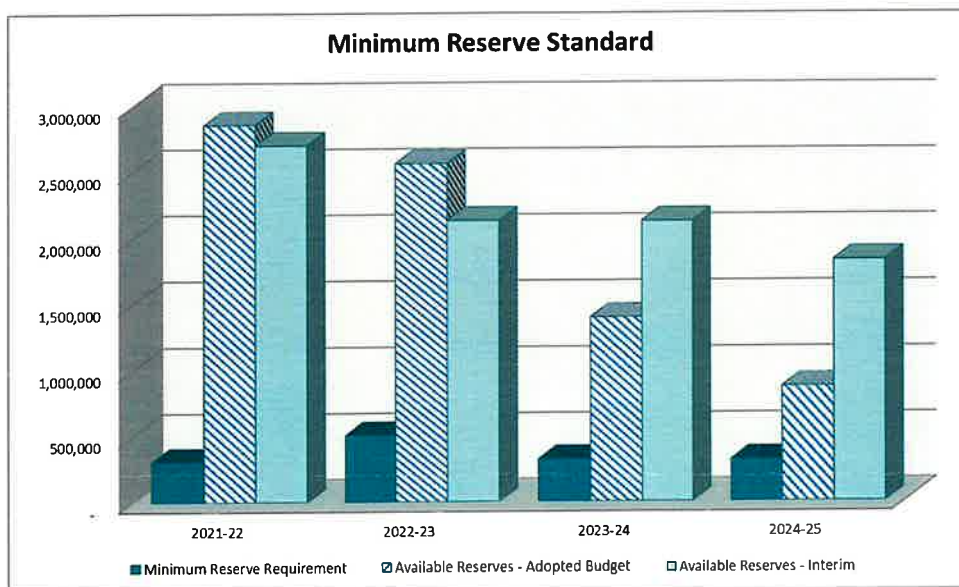
**Full Accrual Financial Position** - As audit reports have begun to recognize long-term pension obligations under GASB 68, districts find their annual audit report may reflect a negative unrestricted balance on their Statement of Net Position. Beginning with fiscal year 2017-18, district audit reports will also reflect the full impact of long-term commitments for Other Post-Employment Benefits (Retiree health plans) under GASB 75. This will further reduce a district's unrestricted net position. This will likely result in public concern over the fiscal management of the school district and higher costs associated with long-term financing. We encourage districts to review and understand their district's unrestricted net position upon receipt of the district's audited financial statements for 2021-22 in case questioned.

**LOCAL CONTROL FUNDING FORMULA PROJECTIONS**

Below is a comparison of the district's adopted budget and the current interim's anticipated change in the unrestricted general fund balance. The differences primarily represent an updated beginning balance for the year, changes in state LCFF estimates and changes in district provided ADA estimates.



The next graph presents the district's 2022-23 Second Interim reserve status compared with the original adopted budget and state minimum reserve requirement.



#### COMMENTS AND RECOMMENDATIONS

This section of our letter lists comments and recommendations we consider appropriate as a result of our review and current state budget projections.

- ◆ ***The district is projecting current and future reserves that reflect a sound fiscal position. We commend the district for maintaining a secure financial position.***
- ◆ ***There are no additional comments or recommendations.***

EXHIBIT E 5-16-23

# Tulare County Office of Education Order to Pay/Payroll Transmittal

Form PS04P - Payroll

Month/Day/Year: 4/16/23

### 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>1</u>	No. Enclosed <u>1</u>
Form PS02 Voluntary Deductions	No. Enclosed <u>0</u>	No. Enclosed <u>0</u>
Form PS03 Employee Distribution Additions	No. Enclosed <u>3</u>	No. Enclosed <u>2</u>
Form W-4 Withholding	No. Enclosed <u>1</u>	No. Enclosed <u>2</u>
Automatic Payroll Deposit Form Authorization	No. Enclosed <u>1</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>8,600.<sup>00</sup></u>	Total Amount \$ <u>59,570.<sup>53</sup></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).

Nique Baylter  
District Authorized Signature

4, 6, 23  
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 \_\_\_\_\_

Revised

**Tulare County Office of Education**  
**Order to Pay/Payroll Transmittal**  
Form PS04P - Payroll

Month/Day/Year: 4/20/23

**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
<input type="checkbox"/> Payroll Input W/S Enclosed	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<b>Form PS01</b> Employee Personnel Data Sheets	No. Enclosed _____	No. Enclosed _____
<b>Form PS02</b> Voluntary Deductions	No. Enclosed _____	No. Enclosed _____
<b>Form PS03</b> Employee Distribution Additions	No. Enclosed _____	No. Enclosed _____
<b>Form W-4</b> Withholding	No. Enclosed <u>1 2/1 DEU</u>	No. Enclosed _____
<b>Automatic Payroll Deposit Form</b> Authorization	No. Enclosed _____	No. Enclosed _____
<b>PERS Action Form</b>	No. Enclosed _____	No. Enclosed _____
<b>Total Gross Payroll</b> Must attach Adding Machine Tape	Total Amount \$ <u>210,998.17</u>	Total Amount \$ <u>70,566.68</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).

*Reggie Baxter*  
District Authorized Signature

4/20/23  
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 \_\_\_\_\_

Exhibit G  
5-16-2023

**New E.L.O.P Building at Pleasant View Elementary School**  
Pleasant View Elementary School District  
**Project Bid Schedule (Public Hard Bid)**  
Project No. 2207  
4/14/2023

<b>Current Probable Construction Cost</b>	
<b>DSA Approval Date</b>	April 11, 2023
<b>Publication #1</b> (Public Hard Bid) (Invitation to Bid and District MEP pre-qualification)	May 2, 2023
<b>Publication #2</b> (Public Hard Bid) (Invitation to Bid and District MEP pre-qualification)	May 9, 2023
<b>Pre-bid Meeting</b> (PCC 6610 - 6 or more calendar days after Publication #1) (10 days prior to Bid Opening to allow for DVBE advertisement)	May 10, 2023 at 10:00am at project site
<b>Bidder Pre-qualification Package Submittal</b> (10 days prior to bid opening)	May 16, 2023
<b>District Notification of Pre-qualified Bidders</b> (5 days prior to bid opening)	May 23, 2023
<b>Bid Opening</b> (non-DVBE - 1 week after Publication #2) (DVBE - 2 weeks after Publication #2)	May 30, 2023 at 3:00pm 14004 Road 184 Porterville 93257
<b>Bid Review Meeting with District (Optional)</b>	
<b>Bid Information to the Board</b> (1 to 2 weeks prior to Board Information Date)	May 31, 2023
<b>Board Action Date</b>	June 6, 2023
<b>Notice of Award</b>	June 7, 2023
<b>Pre-construction Meeting</b>	TBD
<b>SJVAPCD Notice</b> (10-14 calendar days prior to start of abatement work)	TBD
<b>Notice to Proceed</b> (5 - 10 calendar days after Notice of Award)	June 26, 2023
<b>Contract Time</b> (duration in calendar days)	95 Calendar Days
<b>Completion Date</b>	September 29, 2023

Exhibit 14 5-16-2022

## North American Technical Services

April 19, 2023

Pleasant View Elementary School District  
14004 Road 184  
Porterville, CA 93257

**RE: IN-PLANT INSPECTION SERVICES FOR RELOCATABLE  
CLASSROOM(S)-Pleasant View Elementary School**

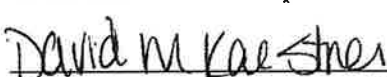
North American Technical Services is pleased to submit, for your review, our total cost proposal to perform D.S.A. in-plant inspection for the Relocatable Classrooms at American Modular, Manteca. The inspections shall be conducted according to the Division of the State Architects regulations and Title 24, C.C.R. School Buildings.

**WORK TO INCLUDE:**

- A. IN-PLANT INSPECTION DSA#02-120695**
- In-Plant Inspector
- (AWS CWI QCI) Shop Welding and Fabrication
- Moment Frame & Foundation Embeds
- Wood Framing/Metal Stud
- Electrical
- Automatic Fire Sprinkler System
- Plumbing
- Mechanical
- Final Finish Inspection-ADA

(1) One 108' x 40' Modular Building	\$9,000.00
Nine floors @ \$1,000.00/each	
<b>TOTAL.....</b>	<b>\$9,000.00</b>

If our proposal is acceptable, please issue a purchase order at your earliest convenience. All required DSA documentation will be forwarded to the district, the district architect and DSA upon completion of the in-plant construction and receipt of DSA approved plans. If you have any questions, comments or wish additional information please call me at (209) 545-1108.

 (JA)  
 North American Technical Services, Inc.  
 David M Kaestner


  
 Pleasant View Elementary School District  
 Mark Odsather



Exhibit I 5-16-23

# CONSTRUCTION INSPECTOR CONTRACT

## Pleasant View Elementary School District

This Construction Inspector Contract ("Contract") is made as of 04-20-23 by and between the Pleasant View USD \_\_\_\_\_ ("Owner"), on the one hand, and Am-Tech Inspection Services, LLC, a California limited liability company ("Inspector"), on the other hand, in connection with the following underlying premises:

### RECITALS

A. Owner has awarded a contract for a public works Project ("Project") described as follows: Modular Classroom Wing

B. The Project is located at the following location: Pleasant View ES Poplar, Ca

C. Owner will require the services of an inspector pursuant to the requirements of Title 21 and/or 24 of the California Code of Regulations during the period of construction of the Project.

D. Inspector has been approved by both the Department of General Services and the Project architect or engineer.

E. Inspector warrants and represents that it is competent to perform the duties and responsibilities required by this Contract.

### CONTRACT

NOW, THEREFORE, in consideration of the recited premises underlying this Contract and the bargained for exchange of promises made a part of this Contract and other valuable consideration, the receipt and adequacy of which are acknowledged by each of the parties to this Contract, the parties agree as follows:

1. Recitals. The Recitals set forth (above) are true and correct.

2. Duties of Inspector. Inspector shall represent Owner as the Inspector of Record for the Project. Inspector shall observe construction operations of the general contractor and subcontractors to better insure that the work is constructed and completed in conformity with the plans, drawings, and specifications approved and adopted by Owner, and shall perform these duties under and pursuant to Title 21 and/or Title 24 of the California Code of Regulations. Inspector may employ or contract with other qualified and approved inspectors to provide the services required by this Contract as permitted under Title 21 and/or Title 24.

2.1 Title 24, Part 1, Sections 4-333 and 4-342. Inspector shall perform specific duties in accordance with Title 24, Part 1, Sections 4-333 and 4-342. The Inspector shall act under the direction of the Design Professional in General Responsible charge and shall be subject to supervision by the California Division of the State Architect (“DSA”).

2.2 Prohibited Conduct.

**2.2.1 INSPECTOR DOES NOT HAVE THE AUTHORITY, UNDER TITLE 24, TO DIRECT THE CONTRACTOR OR ITS SUBCONTRACTORS IN THE EXECUTION OF THE WORK COMPRISING THE PROJECT, NOR TO STOP THE WORK OF CONSTRUCTION.**

2.2.2 Inspector is prohibited from performing functions associated with actual construction work such as the following:

- Performing construction work without the prior written consent of Owner pursuant to a separate written Contract.
- Ordering or purchasing materials to be incorporated into the work of construction.
- Directing the work of the contractor, subcontractor(s), volunteer labor, or any entity performing construction work
- Coordinating or scheduling the work of construction

- Performing “quality control” of construction. Quality control shall be the responsibility of the contractor. Quality assurance shall be the responsibility of the Inspector.

2.2.3 Inspector shall not order or purchase materials to be incorporated into the work of the construction.

### 2.3 General Responsibilities.

2.3.1 Inspector shall have a thorough understanding of all requirements of the construction documents.

2.3.2 Inspector shall inspect all portions of the construction for compliance with the requirements of DSA approved construction documents.

2.3.3. Inspector shall identify, document and report deviations in the construction from the requirements of the DSA approved construction documents to the Design Professional in General Responsible Charge, DSA and/or Owner as appropriate.

2.3.4 Inspector shall submit verified reports (DSA Form 6-PI and substantial equivalent). At the conclusion of the Project, Inspector shall note any outstanding deviations (on form DSA 6-PI or substantial equivalent).

### 2.4 Code-Prescribed Duties.

2.4.1 Inspector’s Job File. Inspector must maintain the following records at the job site during construction in an organized and readily accessible manner:

- DSA approved (stamped and initialed) plans and specifications (printed copy).
- DSA approved testing and inspection list (on form DSA 103 or substantive equivalent). Form DSA 103 (or its substantive equivalent) may be incorporated into drawings or specifications.
- Deferred submittals as required by DSA approved plans (printed copy).
- Project addenda and change orders.

- Construction change documents with a log of all construction changes
- Copies of contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.)
- Communication log referencing all Project construction related communications, such as contractor's requests for information ("RFI") and architect's supplemental instructions, and Project related meeting minutes and/or notes
- Deviation notices with a log (summary record) including resolution status for each deviation
- Evidence of continuous inspection, such as daily inspection reports
- Materials testing and special inspection reports
- Completed semi-monthly reports (using DSA Form 155 or substantive equivalent)
- DSA field trip notes from prior visits with copies provided to the design professional in responsible charge and attachments indicating resolution of each field trip note item requiring action
- California Building Standards Codes (Title 24): Part 1 (Administrative Code); Part 2, Volumes 1 and 2 (Building Code); Part 3 (Electrical Code); Part 4 (Mechanical Code); Part 5 (Plumbing Code); Part 6 (Energy Code).

#### 2.4.2 Inspector's Comprehension of Construction Documents.

Inspector must study and comprehend the requirements of the construction documents in order to provide competent inspection of the work. Inspector shall possess a thorough understanding of the requirements of the plans and specifications before that portion of the work is performed.

2.4.2.1 Inspector shall consult the responsible design professional(s) to resolve any uncertainties in the Inspector's comprehension of the plans and specifications prior to construction of that portion of the work.

2.4.2.2. Inspector shall review requirements for each phase of the construction with the contractor prior to commencing that phase of the work.

2.4.2.3 Inspector shall identify non-compliant work as the construction progresses to facilitate corrective action and issue Deviation Notices as permitted by law consistent with Section 2.4.5, below.

2.4.2.4 Inspection shall verify code-compliant implementation of the materials testing and special inspection program.

2.4.2.5 Preparation and Communication of RFI's.

Nothing in this Contract shall be interpreted to impose on Inspector the responsibility for document interpretation assigned to the Design Professional in General Responsible Charge as a matter of law. Title 24, Part 1, Section 4-343, specifies that the contractor—not the Inspector—must direct inquiries regarding document interpretation (including Requests for Information or RFI's) to the Design Professional in General Responsible Charge, through the inspector. Owner shall require its contractor(s) and subcontractors, in writing, to involve the Inspector in the interpretation and clarification of the construction documents.

2.4.3 Continuous Inspection of the Work. Inspector shall effectively complete and timely inspection of every material portion of the work of construction. Inspector shall provide timely verbal notification to the contractor of any deviation, so that the deviation can be immediately corrected. Subsequent to a verbal notice in the case of serious or major deviations, all notices shall be in writing and brought to the attention of the Design Professional in General Responsible Charge, DSA and the Owner, as necessary, to secure correction in a timely manner.

2.4.4 Records of Inspection. Inspector shall maintain records of all inspections performed by Inspector. Inspector's records shall provide comprehensive and timely documentation of the inspected work, identifying all compliant and non-compliant construction. These records shall be readily accessible and maintained in an organized manner. Inspector shall maintain the following on the job site:

- A systematic record of all materials and assemblies delivered to the Project site
- A systematic record of the inspection of the work of construction required by the construction documents. Inspector shall record the resolution of reported deviations on DSA form DSA 154 (or substantive equivalent)

- Construction procedure records per Title 24, Part 1, Section 4-342, including concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved construction documents

2.4.5 Communications Required of Inspector. Inspector shall, during the course of construction, provide specific code-prescribed notices and reports to the responsible design professional(s), DSA, Owner, and the contractor. Inspector shall maintain records of communications. These records shall be accessible and maintained in an organized manner. The date and recipients of communications shall be indicated. Inspector shall provide the following communications during the course of construction of the work:

- **Notifications to DSA:** In compliance with Title 24, Part 1, Section 4-342(b)5, those notices contemplated by DSA Form DSA 151 including start of work, minimum 48 hours prior to completion of foundation trenches, minimum 48 hours prior to first concrete placement, and when work is suspended for more than one month. Email is acceptable.
- **Semi-Monthly Reports:** Inspector shall make semi-monthly reports (on the 1<sup>st</sup> and 16<sup>th</sup> of each month) on the progress of construction. The semi-monthly report shall be completed on DSA Form DSA 155 (or substantive equivalent) and submitted to the Design Professional in General Responsible Charge and the structural engineer; a copy shall be sent to DSA and the Owner.
- **Deviation Notices:** When Inspector identifies deviations from the DSA approved plans and specifications, Inspector shall verbally notify the contractor. If the deviation is not immediately corrected, Inspector shall issue a written notice of deviation using DSA Form 154 (or substantive equivalent) to the contractor, with a copy to the responsible design professional(s), Owner of the Project and DSA. The status and resolution of all deviations shall be documented on semi-monthly reports.
- **Record of Communications to the Responsible Design Professional(s):**  
All uncertainties in the inspector's or contractor's comprehension of the documents must be reported in writing to the responsible design professional(s).

- **Reporting for Projects with Work Stoppage:** In cases where DSA issues a Stop Work Order, Order to Comply or a request for district/owner to stop work, Inspector shall provide additional reporting and/or oversight of construction related to a documented non-compliant condition that is the cause of work stoppage if requested by DSA.
- **Verified Reports:** Inspector shall submit verified reports on DSA Form DSA 6-PI (or substantive equivalent) directly to DSA (with copies to the responsible design professional(s) and the Owner) upon any of the following
  - Work on the Project is suspended for a period of more than one month
  - Services of the Inspector are terminated for any reason prior to completion of the Project and such termination is not a result of work stoppage
  - DSA requests a verified report
  - At the time of occupancy of any building which is a part of the Project prior to completion of the entire DSA approved scope of work.
  - The entire Project is substantially complete

**2.4.6 Inspector's Monitoring of the Materials Testing and Special Inspection Program.** Inspector shall be responsible, under the direction of the Design Professional in General Responsible Charge, for monitoring the work of the laboratory of record ("LOR") any special inspectors hired directly by the Owner to ensure that all materials testing and special inspections required for the Project are satisfactorily completed in accordance with the DSA approved documents. Inspector shall monitor the following aspects of the structural testing and special inspection program:

- When DSA approval for special inspectors is required for special inspectors employed by the Owner, Inspector shall identify and report any special inspectors on the job site that are not DSA approved
- Inspector shall verify that the LOR is included on the List of DSA Accepted Testing Laboratories on the DSA website
- Inspector shall verify that the LOR and special inspectors have received advance notification to perform required material sampling or special inspection

- Inspector shall verify that required material sampling and special inspections have been performed. Inspector shall observe the presence on-site of special inspectors, if any, as well as the performance of their duties, the special inspector's documentation of complying and non-complying work, and their issuance of deviation notices
- Inspector shall review materials test and special inspection reports. Inspector shall report on semi-monthly reports (DSA Form DSA 155 or substantive equivalent) the status and resolution of deviations reported by any LOR or special inspector.

2.4.7 **Monitoring of Assistant Inspectors.** Inspector shall provide technical guidance to assistant inspectors, if any, and shall verify the assistant inspectors' comprehension of the construction documents. Inspector shall monitor the assistant inspectors' performance, verifying that the assistant inspectors are properly checking the construction, recording inspections, and performing other assigned duties.

3. **Independent Contractor Status of Inspector.** It is the intent of the parties that Inspector is hired as an independent contractor and not as an agent or employee of Owner. Nothing in this Contract shall be construed to mean that Owner retains any control over the manner and means of how Inspector carries out Inspector's duties and responsibilities under this Contract, but only as to the results of the work.

4. **Compensation for Inspection Services.**

4.1 **Base Compensation.** Owner shall pay to Inspector for and on account of services performed under this Contract the contract compensation rate(s) set forth on Exhibit "A" attached to and made a part of this Contract by this reference. The Inspector's Daily Report shall include a log of time spent by Inspector in the performance of its duties under this Contract. It is understood that no deductions will be made from payments to Inspector on account of withholding for income tax, Social Security, health insurance, retirement, or any other benefits applicable to employees of Owner, nor shall Inspector be entitled to any payment of



any expenses unless expressly provided in this Contract or authorized, in writing, by Owner outside of this Contract.

4.2 **Billing.** Inspector shall submit a monthly itemized statement for inspection services to Owner on or before the 20<sup>th</sup> calendar day of each month. Payment will be due by the 15<sup>th</sup> calendar day of the following month. The itemized statement shall reflect the hours spent per workday by Inspector in performing its duties under this Contract.

4.3 **Charges for Inspection Services Appurtenant to Non-Conforming Work of Contractor or its Subcontractors.** If any portion of Inspector's work or the charges for Inspector's work arises from the failure of the contractor or any of the subcontractors to comply with the requirements of the Project plans, drawings, or specifications, Inspector's time and charges relating to this non-conforming work shall be separately reported to Owner together with sufficient backup documentation or detail as required to permit Owner to submit a back-charge to the contractor for such services and/or charges.

5. **Insurance.** Owner may require Inspector, prior to execution of this Contract, to possess and maintain during this Contract, policies of insurance satisfactory to Owner for general liability and Worker's Compensation, if applicable, and to name Owner as an additional insured on these policies. The rate for services specified in Section 4, above, and on Exhibit "A" to this Contract, does not reflect a requirement for Inspector to carry errors and omissions insurance. Should Owner require such insurance, in which Owner would be named as additional insured, the rate specified on Exhibit "A" to this Contract shall be increased by the sum set forth on Exhibit "B" also attached to and made a part of this Contract by this reference.

6. **Term.** The term of this Contract shall be for the period of construction of the Project which shall terminate when (1) the notice of completion is filed with the County Recorder or (2) the contractor(s) has completed all of the requirements of the contract documents, whichever occurs last.

7. **Termination.** Either party may terminate this Contract for cause in the event the other party commits a material breach of a material term of the

Contract which is not cured within seven (7) days after receiving written notice of such breach. In addition, Owner may terminate the Contract without cause on fifteen (15) days prior written notice.

**8. Indemnification.**

Each party (Inspector and Owner) shall defend and indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

**9. General Provisions.**

9.1 Amendment. This Contract may be amended at any time by the mutual written agreement of the parties. All amendments, changes, revisions and discharges of this Contract, in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

9.2 Attorneys' Fees. If any party to this Contract shall bring any action for any relief against the other party, declaratory or otherwise, arising out of this Contract, the losing party shall pay to the prevailing party a reasonable sum for attorney fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment. For the purpose of this action, attorney fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation.

9.3 Choice of Law. This Contract shall be governed by the laws of the State of California.

9.4 Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

9.5 Entire Contract. This Contract contains the entire Contract between the parties respecting the subject matter of this Contract and supersedes all prior understandings and agreements, whether oral or in writing, between the parties respecting the subject matter of this Contract but shall not be construed to exclude all applicable provisions of the DSA approved Project plans and specifications appurtenant to the Project which is the premise for this Contract.

9.6 Full Performance Required. Performance of any duty imposed on either party by this Contract is conditioned on the other party's full performance of all duties imposed on it in this Contract.

9.7 Further Acts. Each party hereby agrees that it shall, upon request of the other, execute and deliver such further documents (in form and substance reasonably acceptable to the party to be charged) and do such other acts and things as are reasonably necessary and appropriate to effectuate the terms and conditions of this Contract.

9.8 Legal Advice; Neutral Interpretation; Heading. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Contract and the meaning of the provisions hereof. The provisions of this Contract shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Contract are for convenience of reference only and shall not be used in construing this Contract.

9.9 Manner of Giving Notice. All notices and demands which either party is required or desires to give to the other shall be given in writing by United States registered or certified mail, return receipt requested, by personal delivery, by telegram or by express courier service to the address set forth below for the respective party, provided that if any party gives notice of a change of name or address, notices to that party shall thereafter be given as demanded in that notice. All notices and demands given by mail shall be effective on the second business day after mailing; all notices and demands otherwise given as provided above shall be effective upon receipt by the party to whom notice or a demand is being given.

To Owner:

With copies to:

To Inspector:

With copies to:

9.10 Severability. If any term, covenant, condition or provision of this Contract, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Contract, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

9.11 Successors and Assigns. This Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to this Contract.

9.12 Time of the Essence. Time shall be of the essence as to all dates and times of performance, whether contained herein or contained in any escrow instructions to be executed pursuant to this Contract, and all escrow instructions shall contain a provision to this effect.

9.13 Prevailing Wage Requirements. Inspector is advised and agrees that prevailing wage requirements apply to this Contract and on the Project. Inspector agrees to pay each employee, if any, engaged in work on the Project, as appropriate, not less than the general prevailing rate of per diem wages determined by the Director of the California Department of Industrial Relations.

9.14 Contract Interpretation. Should this Contract be attached to and made a part of a master agreement as an exhibit or otherwise incorporated into a master agreement by reference, all terms defined by this Contract shall have the meanings ascribed to such terms by this Contract and all conflicts of terms and/or

provisions, if any, shall be interpreted and enforced in a manner wholly consistent with the terms and conditions of this Contract.

The parties have executed this Contract at Poplar  
(insert city), Tulare County, California.

“Owner”

By 

Its \_\_\_\_\_

“Inspector”

By Steve Guffey

Its \_\_\_\_\_

**EXHIBIT "A"**

**Attached to and made a part of Inspector of Record Contract**

The Contract compensation rate shall be the sum of \$ 8300.00\_\_\_\_\_ per  
[hour] [day] [month].

"Owner"

"Inspector"

By



By Steve Guffey

Its

Its

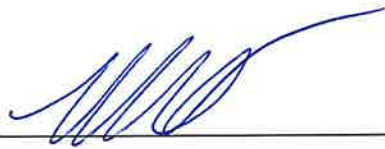
**EXHIBIT "B"**

**Attached to and made a part of Inspector of Record Contract**

If initialed below, Owner agrees to pay Inspector an additional sum of \$ \_\_\_\_\_  
\_\_\_\_\_ 0 \_\_\_\_\_ per [hour] [day] [month] (*circle one*) in consideration of  
Owner's requirement that it be named as an additional insured on one or more of  
Inspector's policies of insurance.

"Owner"

"Inspector"

By  \_\_\_\_\_

By Steve Guffey \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_



Final  
4-4-23

March 30, 2023

Mangini Associates, Inc.  
4320 W. Mineral King Avenue  
Visalia, CA 93291

Attn: Mike Morales

Re: New Classroom Wing at Pleasant View Elementary School  
Change Order Proposal #06

Mike,

Per your email dated March 13<sup>th</sup>, and revised on March 24<sup>th</sup>, below is the cost for the changes to the concrete flatwork on the North side of the site to achieve the required slopes to meet with existing asphalt. Pricing includes layout, additional material, labor and equipment for demo and grading. JTS will need to demo 20' of new curbing and install 46' of new mow curbing with (2) ramps.

- Demolition Labor (6 hrs. Operator 4 & Laborer)	\$ 1,121.88
- Grading Labor (8 hrs. Operator 4 & Laborer)	\$ 1,495.84
- (1) Additional of Pour (8 hrs., 3 Cement Masons)	\$ 2,054.64
- Additional Concrete (not counting original scope of work)	\$ 575.00
- Equipment for Grading & Demo	\$ 750.00
- (2) Additional Truncated Domes	\$ 250.00
- Running Strings (Required to achieve slope) (1 man, 4 hrs. 2 dys.)	\$ 684.88
- JTS Bond, Insurance, Overhead & Profit (15%)	\$ 1,039.84

Total \$ 7,972.08

If you have any questions, please call or email me.

Thank you,  
  
Renee Eidenshink  
Project Manager  
C: 661-431-9000  
E: [renee@jtsconstruction.com](mailto:renee@jtsconstruction.com)

4-4-23

We have reviewed the proposed costs and do not take any exceptions.

Michael Morales 04.04.2023  
Mike Morales, CA - MAI



## Renee Eidenshink

---

**From:** Mike Morales <mikem@mangini.us>  
**Sent:** Friday, March 24, 2023 10:56 AM  
**To:** Mark Odsather  
**Cc:** sguffey@amtechinspection.com; elyons@amtechinspection.com; Renee Eidenshink; Manuel Delgado  
**Subject:** RE: 1603: New Classroom Wing Replacement at Pleasant View Elementary School - Concrete Sidewalk Revisions  
**Attachments:** Partial Site Development Plan - Revised.pdf; Revised Concrete 1.pdf; Revised Concrete 2.pdf  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning Mark.

Manuel and his crew pulled some string lines yesterday and determined that our originally discussed concrete revisions won't work.

But Manuel had a new idea. Please see the attached.

We plan to carry the curb / mowstrip further east so that we can make the grades work. The ramp will be on the east end with the remaining southern concrete being installed flat (less than 2%).

Let me know if there are any questions or concerns. Thanks.

Mike

---

**From:** Mike Morales  
**Sent:** Monday, March 13, 2023 4:57 PM  
**To:** Mark Odsather <marko@pleasant-view.k12.ca.us>  
**Cc:** sguffey@amtechinspection.com; Renee Eidenshink <renee@jtsconstruction.com>; Manuel Delgado <manueld@jtsconstruction.com>  
**Subject:** 1603: New Classroom Wing Replacement at Pleasant View Elementary School - Concrete Sidewalk Revisions

Good afternoon Mark.

While onsite last week, we realized that the concrete sidewalk at the south end of the building would not be able to be installed flat to the building as indicated in the project documents.

Reason: There is a larger grade change the closer we get to the fire lane and asphalt play courts. The grades in that area slope to the south and east. The difference was not evident until the buildings were set.

Please see the attached documents.

In order to fix this issue, we propose to install a 4" high curb/mowstrip that will extend roughly 12-14" from the building. The remaining concrete sidewalk will be installed flat at no more than 2% slope from the proposed curb to the asphalt paving.

The tricky part is when we get south of the door area. The concrete sidewalk needs to be installed at no more than 2% in front of the door / east side of the building for the path of travel.

However, from the door landing concrete and south, the concrete sidewalk will slope no more than 5% to the asphalt paving so that it runs into. This is necessary to prevent a curb from being installed at the asphalt paving. If we install a curb along the asphalt, it will end up being a tripping hazard.

Please let me know if there are any questions or concerns. Thank you.

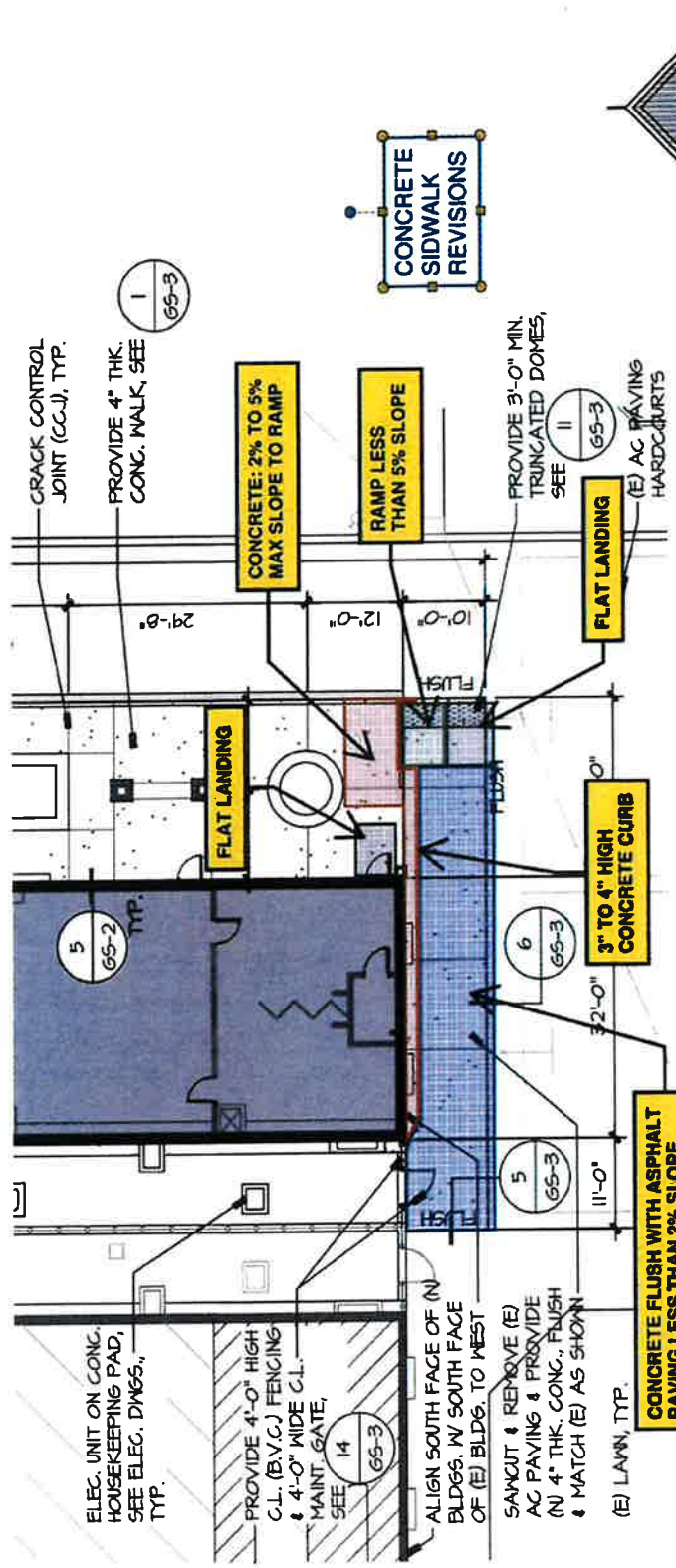
**Mike Morales**  
Construction Administrator

**MANGINI** | ARCHITECTURE INGENUITY  
BARENG MORRELLI SCOTT

**MANGINI ASSOCIATES INC.**  
4320 West Mineral King Avenue | Visalia, CA 93291  
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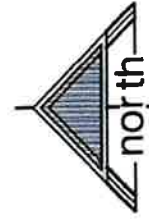
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# 1 SITE DEVELOPMENT PLAN

SCALE: 1" = 20'-0"



CONCRETE  
SIDWALK  
REVISIONS

CRACK CONTROL  
JOINT (CC-J), TYP.

PROVIDE 4" THK.  
CONC. WALK, SEE  
65-3

CONCRETE: 2% TO 5%  
MAX SLOPE TO RAMP

RAMP LESS  
THAN 5% SLOPE

PROVIDE 3'-0" MIN.  
TRUNCATED DOMES,  
SEE 65-3

FLAT LANDING

(E) AC PAVING  
HARDCOURTS

3" TO 4" HIGH  
CONCRETE CURB

CONCRETE FLUSH WITH ASPHALT  
PAVING LESS THAN 2% SLOPE

5  
65-2  
TYP.

6  
65-3

5  
65-3

14  
65-3

ELEC. UNIT ON CONC.  
HOUSEKEEPING PAD,  
SEE ELEC. DWGS.,  
TYP.

PROVIDE 4'-0" HIGH  
C.L. (B.V.C.) FENCING  
& 4'-0" WIDE C.L.  
MAINT. GATE,  
SEE 14

ALIGN SOUTH FACE OF (N)  
BLDG. W/ SOUTH FACE  
OF (E) BLDG. TO WEST

SAWCUT & REMOVE (E)  
AC PAVING & PROVIDE  
(N) 4" THK. CONC. FINISH  
& MATCH (E) AS SHOWN  
(E) LAWN, TYP.

29'-8"

12'-0"

10'-0"

32'-0"

11'-0"

FLUSH

FLUSH

FLUSH

0"

FLAT LANDING

CONCRETE: 2%  
TO 5% MAX  
SLOPE TO RAMP

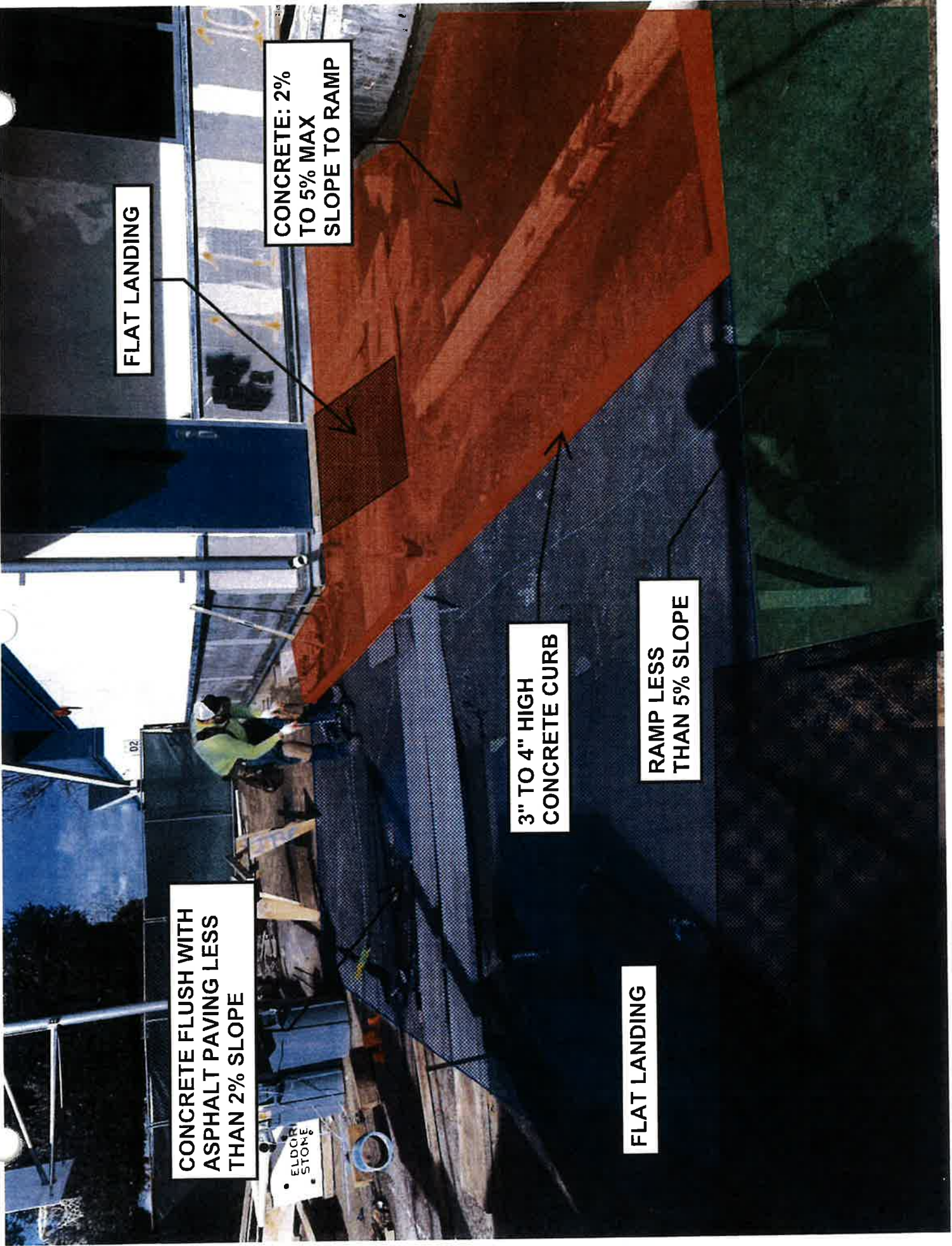
CONCRETE FLUSH WITH  
ASPHALT PAVING LESS  
THAN 2% SLOPE

3" TO 4" HIGH  
CONCRETE CURB

RAMP LESS  
THAN 5% SLOPE

FLAT LANDING

ELDER  
STONE



FLAT LANDING

CONCRETE FLUSH WITH ASPHALT PAVING LESS THAN 2% SLOPE

RAMP LESS THAN 5% SLOPE

CONCRETE: 2% TO 5% MAX SLOPE TO RAMP





March 30, 2023

Mangini Associates, Inc.  
4320 W. Mineral King Avenue  
Visalia, CA 93291

Attn: Mike Morales

Re: New Classroom Wing at Pleasant View Elementary School  
Change Order Proposal #07

Mike,

Per your email dated March 30<sup>th</sup> and Bulletin 02, to install waterproofing 2" above finished soil grade.

- Material (5 gal pail)	\$	250.00
- Labor ( 1 man, 1 day)	\$	621.20
- JTS Bond, Insurance, Overhead & Profit (15%)	\$	130.68

Total \$ 1,001.88

If you have any questions, please call or email me.

Thank you,

  
Renee Eldenshink  
Project Manager  
C: 661-431-9000  
E: [renee@jtsconstruction.com](mailto:renee@jtsconstruction.com)

  
4-4-2023

We have reviewed the proposed costs and do not take any exceptions.

Michael Morales 04.04.2023  
Mike Morales, CA - MAI

## Renee Eidenshink

---

**From:** Mike Morales <mikem@mangini.us>  
**Sent:** Thursday, March 30, 2023 5:44 PM  
**To:** Mark Odsather; Renee Eidenshink; Manuel Delgado  
**Cc:** sguffey@amtechinspection.com  
**Subject:** 1603: New Classroom Wing Replacement at Pleasant View Elementary School - Site Meeting Follow Up

Hello all.

This is a follow up to today's site meeting.

1. Rubber Base Color: per sheet A-1.23, the rubber base shall be Burke #727 Thunder. Final verify that this is what was installed at the adjacent buildings.
2. Concrete Bench / Planter Proposed Waterproofing: it is acceptable to use the BG2000 cold applied rolled on waterproofing in lieu of the Bituthene 3000 called out in Bulletin #2.
3. Concrete Bench / Planter Decomposed Granite Elevation: DG finish elevation shall be 16" below top of bench / planter.
4. Door D08: per sheet A1.22, the Electrical / IDF / Fire Riser Room Door is called out to be a wood door. However, a hollow metal door has been installed. Please install a wood door.

Let me know if there are any questions or concerns. Thank you.

**Mike Morales**  
Construction Administrator

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# A Waterbase Below Grade Elastomeric Seamless Waterproofing Membrane.

GREEN FRIENDLY PRODUCTS!

## DESCRIPTION & USE

BG 2000 is a unique Acrylic Waterbased coating which forms an elastomeric waterproofing membrane with excellent bonding characteristics to most building materials. Specifically designed for BELOW GRADE AND UNDERLAYMENT applications.

## ADVANTAGES

- Low Cost - Minimum Down Time
- Ease of Application
- Superior Waterproofing
- Excellent Bond Strength
- High Tensile Strength and Elastomeric Properties
- Freeze-Thaw Resistant
- Waterbased - Environmentally Safe to Use and Apply

## SEE TEST DATA

## SURFACE PREPARATION

Substrate must be structurally sound and free from grease, oil, dirt, dust, sealers, water repellents and other foreign materials which may interfere with proper bonding. Shot blasting, sand blasting, or water sand blasting with minimum 3500 psi may be necessary over some surfaces to achieve proper bonding. On concrete block or slumpstone walls, all head and bed joints must be free of holes and finished flush with block substrate. For poured in place walls, a waterbase form release must be used. If an oil base release is used, it can be completely removed with trisodium phosphate (TSP), power washed and rinsed.

## APPLICATION

Spray one (1) heavy coat or roll two (2) coats of MULASTICOAT® BG 2000 over area to be waterproofed at a coverage rate of 35-45 sq. ft. per gallon. Allow to dry, then backfill. Always use a drainage system at bottom of footing of retaining wall. MULTICOAT'S LASTO DRAIN or equivalent is recommended.

FOR BELOW GRADE AND UNDERLAYMENT WATERPROOFING USE ONLY

## LIMITATIONS

Do not apply if substrate temperature is below 40°F and falling, above 100°F and rising, or if precipitation is expected within a twenty four (24) hour period after each coat.

**Do not use if substrate is subject to negative side water or water vapor pressure.**

## COVERAGE

35-45 sq. ft. per gallon, one coat. (Coverage may vary due to application method and/or substrate condition.)



5 GALLON BUCKET

55 GALLON DRUM



275 GALLON TOTE

ENVIRONMENTALLY SAFE, WATERBASE AVAILABLE IN 5 GALLON BUCKETS, 55 GALLON DRUMS & 275 GALLON TOTES



BG 2000 CAN BE APPLIED BY SPRAYER, HOPPER GUN, ROLLER OR BRUSH



READY FOR BACKFILL

**BG 2000**  
Below Grade Waterproofing





## PACKAGING AND STORAGE

Furnished in 5 gallon pails, 55 gallon drums, and 275 gallon totes. Store at 40-90°F. Shelf life is approximately 18 months in unopened containers.

## LIMITATIONS

Do not apply if substrate temperature is below 40°F or above 100°F, or if ambient temperature below 40°F above 100°F.

Do not apply if precipitation is expected within a twenty four (24) hour period.

## DAMAGE LIMITATION

Seller shall not be liable for any damages, injury, loss, direct or consequential, resulting from its products. The parties intend that the limitation of damages, including consequential damages, applies even if the exclusive remedy provided for herein fails of its essential purpose.

## EXCLUSIVE REMEDY

Seller's sole obligation, and buyer's exclusive remedy shall be to replace material if found to be defective.

## WARRANTY DISCLAIMER

There are no warranties which extend beyond the description of the fact hereof. Seller expressly disclaims all other warranties regarding the use of its products, whether expressed or implied, including the implied warranties of merchantability and for fitness of a particular purpose. Since use of the product is beyond the Seller's control, the Buyer assumes all risk of use.

## WARRANTY

Materials are guaranteed with respect to uniformity and quality within manufacturer's specifications.

## TEST DATA - BG 2000 BELOW GRADE WATERPROOFING

TEST	METHOD	BG 2000 RESULTS
Tensile Bond Adhesion to Concrete	ASTM C297	335 psi (coh/adh)
Tensile Strength	ASTM D 412	399 psi
Elongation	ASTM D412	319.3%
Hydrostatic Head	12" Water/Film @ 40mil	Pass 96 Hrs/no effect
Hydro. Pressure	ASTM C1306	Pass >45 psi <sup>1</sup>

<sup>1</sup> The test procedure only calls for taking the pressure to 45 psi but after passing so easily, test was taken up to 80 psi for 3 hours and surface still did not leak.



### MULTICOAT® CORPORATION

#### West Coast

Toll Free: (877) 685-8426  
(949) 888-7100 Fax (949) 888-2555  
Website: [www.multicoat.com](http://www.multicoat.com)  
E-mail: [info@multicoat.com](mailto:info@multicoat.com)

MC311

### MULTICOAT® PRODUCTS, INC.

#### East Coast

Toll Free: (800) 660-6729  
(304) 586-0616 Fax (304) 586-0620  
Website: [www.multicoat.com](http://www.multicoat.com)  
E-mail: [info@multicoat.com](mailto:info@multicoat.com)

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# 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

## BULLETIN

## NO. 2

**TO:** JTS Construction  
P.O. Box 41765  
Bakersfield, CA 93384-1765

**DATE:** March 13, 2023

**BULLETIN NO.:** Two

**PROJECT NO.:** 1603

**DSA FILE NO.:** 54-75

**DSA APPL. NO.:** 02-119362

**PROJECT:** New Relo. Classroom Wing at Pleasant View ES  
Pleasant View Elementary School District

- Supplemental Instructions:** The Work shall be carried out in accordance with the following supplementary instructions, clarifications, or interpretations issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in Contract Sum or Contract Time.
- Proposal Request:** Submit an itemized proposal for changes in Contract Sum and/or Time for to the proposed modifications to the Contract Documents described herein. **This is not a Change Order, a Construction Change Directive, or a direction to proceed with the changes to the Work described herein.**

**BULLETIN DESCRIPTION:** Concrete Bench and Tree Well Waterproofing.

**Item B2.01:** Provide waterproofing at interior sides of concrete benches and trees wells to prevent moisture mitigation. Waterproofing shall be installed two inches above finished soil grade.

**ATTACHMENTS:**

**B2-A1:** Grace Bituthene Below Grade Waterproofing.

END BULLETIN NO. 2

MANGINI ASSOCIATES INC.

By: Mike Morales

Title: Construction Administrator

## BITUTHENE® 3000 AND BITUTHENE LOW TEMPERATURE

Self-adhesive, rubberized asphalt/polyethylene waterproofing membranes for basements and sub-structures

### Description

Bituthene® 3000 and Bituthene Low Temperature are self-adhesive, rubberized asphalt/polyethylene waterproofing membranes used in basements and sub-structures.

### Advantages

- **Waterproof**—high hydrostatic head resistance
- **Cross laminated film**—provides dimensional stability, high tear strength, puncture and impact resistance
- **Cold applied**—no flame hazard; self-adhesive overlaps ensure continuity
- **Chemically resistant**—provides effective external protection against aggressive soils and ground water
- **Flexible**—accommodates minor settlement and shrinkage movement
- **Controlled thickness**—factory made sheet ensures constant, non-variable site application
- **Wide application window**—
  - **Bituthene Low Temperature** surface and ambient temperatures between 25°F (-4°C) and 60°F (16°C)
  - **Bituthene 3000** surface and ambient temperatures at 40°F (5°C) or above

- **Ripcord\* split release on demand**—faster application in the straight-aways, ease of membrane positioning in detailed areas

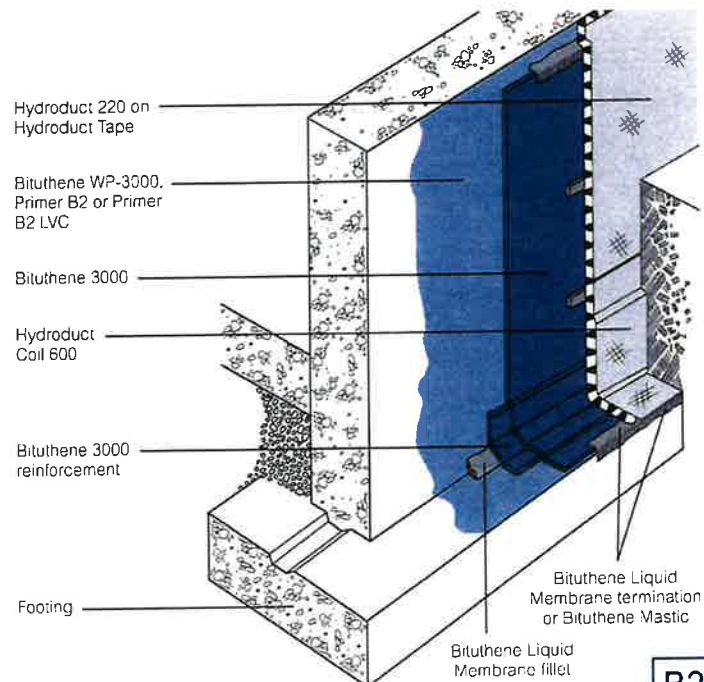
### Use

Bituthene is ideal for waterproofing concrete, masonry and wood surfaces where in-service temperatures will not exceed 130°F (54°C). It can be applied to foundation walls, tunnels, earth sheltered structures and split slab construction, both above and below grade. (For above grade applications, see *Above Grade Waterproofing Bituthene 3000 and Bituthene Low Temperature.*)

Bituthene is 1/16 in. (1.5 mm) thick, 3 ft (0.9 m) wide and 66.7 ft (20 m) long and is supplied in rolls. It is unrolled sticky side down onto concrete slabs or applied onto vertical concrete faces primed with Bituthene Primer WP-3000, Primer B2 or Primer B2 LVC. Continuity is achieved by overlapping a minimum 2 in. (50 mm) and firmly rolling the joint.

### Product Advantages

- Waterproof
- Cross laminated film
- Cold applied
- Chemically resistant
- Flexible
- Controlled thickness
- Wide application window
- Ripcord split release on demand



Drawings are for illustration purposes only. Please refer to [graceconstruction.com](http://graceconstruction.com) for specific application details.

Bituthene is extremely flexible. It is capable of bridging shrinkage cracks in the concrete and will accommodate minor differential movement throughout the service life of the structure.

## Application Procedures

### Safety, Storage and Handling Information

Bituthene products must be handled properly. Vapors from solvent-based primers and mastic are harmful and flammable. For these products, the best available information on safe handling, storage, personal protection, health and environmental considerations has been gathered. Material Safety Data Sheets (MSDS) are available at [graceconstruction.com](http://graceconstruction.com) and users should acquaint themselves with this information. Carefully read detailed precaution statements on product labels and the MSDS before use.

### Surface Preparation

Surfaces should be structurally sound and free of voids, spalled areas, loose aggregate and sharp protrusions. Remove contaminants such as grease, oil and wax from exposed surfaces. Remove dust, dirt, loose stone and debris. Concrete must be properly dried (minimum 7 days for normal structural concrete and 14 days for lightweight structural concrete).

**If time is critical, Bituthene Primer B2 or Bituthene Primer B2 LVC may be used to allow priming and installation of membrane on damp surfaces or green concrete. Priming may begin in this case as soon as the concrete will maintain structural integrity.** Use form release agents which will not transfer to the concrete. Remove forms as soon as possible from below horizontal slabs to prevent entrapment of excess moisture. Excess moisture may lead to blistering of the membrane. Cure concrete with clear, resin-based curing compounds which do not contain oil, wax or pigment. Except with Primer B2 or Primer B2 LVC, allow concrete to thoroughly dry following rain. Do not apply any products to frozen concrete.

Repair defects such as spalled or poorly consolidated areas. Remove sharp protrusions and form match lines. On masonry surfaces, apply a parge coat to rough concrete block and brick walls or trowel cut mortar joints flush to the face of the concrete blocks.

### Temperature

- Apply Bituthene 3000 Membrane only in dry weather and at air and surface temperatures of 40°F (5°C) and above.
- Apply Bituthene Low Temperature Membrane only in dry weather and when air and surface temperatures are between 25°F (-4°C) and 60°F (16°C).
- Apply Bituthene Primer WP-3000 in dry weather above 40°F (5°C).

- Apply Bituthene Primer B2 in dry weather above 25°F (-4°C). (See separate product information sheet.)

### Priming

- Apply Bituthene Primer WP-3000 by spray or roller at a coverage rate of 500–600 ft<sup>2</sup>/gal (12–15 m<sup>2</sup>/L). Allow to dry one hour or until concrete returns to original color.
- Apply Bituthene Primer B2 by a lamb's wool roller at a coverage rate of 250–350 ft<sup>2</sup>/gal (6–8 m<sup>2</sup>/L). Allow primer to dry one hour or until tack-free.
- Apply Bituthene Primer B2 LVC by a lamb's wool roller at a coverage rate of 325–425 ft<sup>2</sup>/gal (7.5–10 m<sup>2</sup>/L). Allow primer to dry one hour or until tack free.
- Dry time may be longer in cold temperatures. Reprime areas if contaminated by dust. If the work area is dusty, apply membrane as soon as the primer is dry.
- **Do not apply any primer to Bituthene membrane.**

### Corner Details

The treatment of corners varies depending on the location of the corner. For detailed information on Bituthene Liquid Membrane, see separate product information sheet.

- At wall to footing inside corners—
  - Option 1:** Apply membrane to within 1 in. (25 mm) of base of wall. Treat the inside corner by installing a ¾ in. (20 mm) fillet of Bituthene Liquid Membrane. Extend Bituthene Liquid Membrane at least 2½ in. (65 mm) onto footing, and 2½ in. (65 mm) onto wall membrane.
  - Option 2:** Treat the inside corner by installing a ¾ in. (20 mm) fillet of Bituthene Liquid Membrane. Apply 12 in. (300 mm) wide strip of sheet membrane centered over fillet. Apply wall membrane over inside corner and extend 6 in. (150 mm) onto footing. Apply 1 in. (25 mm) wide troweling of Bituthene Liquid Membrane over all terminations and seams within 12 in. (300 mm) of corner.
- At footings where the elevation of the floor slab is 6 in. (150 mm) or more above the footing, treat the inside corner either by the above two methods or terminate the membrane at the base of the wall. Seal the termination with Bituthene Liquid Membrane.

### Joints

Properly seal all joints with waterstop, joint filler and sealant as required. Bituthene membranes are not intended to function as the primary joint seal. Allow sealants to fully cure. Pre-strip all slab and wall cracks over ¼ in. (1.5 mm) wide and all construction and control joints with 9 in. (230 mm) wide sheet membrane strip.

### Application on Horizontal Surfaces

(Note: Preprufe® pre-applied membranes are strongly recommended for below slab or for any application where the membrane is applied before concreting. See Preprufe product information sheets.)

Apply membrane from the low point to the high point so that laps shed water. Overlap all seams at least 2 in. (50 mm). Stagger all end laps. Roll the entire membrane firmly and completely as soon as possible. Use a linoleum roller or standard water-filled garden roller less than 30 in. (760 mm) wide, weighing a minimum of 75 lbs (34 kg) when filled. Cover the face of the roller with a resilient material such as a ½ in. (13 mm) plastic foam or two wraps of indoor-outdoor carpet to allow the membrane to fully contact the primed substrate. Seal all T-joints and membrane terminations with Bituthene Liquid Membrane at the end of the day.

### Protrusions and Drains

Apply membrane to within 1 in. (25 mm) of the base of the protrusion. Apply Bituthene Liquid Membrane 0.1 in. (2.5 mm) thick around protrusion. Bituthene Liquid Membrane should extend over the membrane a minimum of 2½ in. (65 mm) and up the penetration to just below the finished height of the wearing course.

### Vertical Surfaces

Apply membrane in lengths up to 8 ft (2.5 m). Overlap all seams at least 2 in. (50 mm). On higher walls apply membrane in two or more sections with the upper overlapping the lower by at least 2 in. (50 mm). Roll all membrane with a hand roller.

Terminate the membrane at grade level. Press the membrane firmly to the wall with the butt end of a hardwood tool such as a hammer handle or secure into a reglet. Failure to use heavy pressure at terminations can result in a poor seal. A termination bar may be used to ensure a tight seal. Terminate the membrane at the base of the wall if the bottom of the interior floor slab is at least 6 in. (150 mm) above the footing. Otherwise, use appropriate inside corner detail where the wall and footing meet.

### Membrane Repairs

Patch tears and inadequately lapped seams with membrane. Clean membrane with a damp cloth and dry. Slit fishmouths and repair with a patch extending 6 in. (150 mm) in all directions from the slit and seal edges of the patch with Bituthene Liquid Membrane. Inspect the membrane thoroughly before covering and make any repairs.

### Drainage

Hydroduct® drainage composites are recommended for both active drainage and protection of the membrane. See Hydroduct product information sheets.

### Protection of Membrane

Protect Bituthene membranes to avoid damage from other trades, construction materials or backfill. Place protection immediately in temperatures above 77°F (25°C) to avoid potential for blisters.

- On vertical applications, use Hydroduct 220 Drainage Composite. Adhere Hydroduct 220 Drainage Composite to membrane with Hydroduct Tape. Alternative methods of protection are to use ¼ in. (6 mm) asphalt impregnated board or 1 in. (25 mm) extruded polystyrene. Such alternatives do not provide positive drainage to the system. Adhere protection board with an adhesive or Hydroduct Tape.
- In mud slab waterproofing, or other applications where positive drainage is not desired and where reinforced concrete slabs are placed over the membrane, the use of ¼ in. (6 mm) hardboard or 2 layers of ⅛ in. (3 mm) hardboard is recommended.

### Insulation

Always apply Bituthene membrane directly to primed or conditioned structural substrates. Insulation, if used, must be applied over the membrane. Do not apply Bituthene membranes over lightweight insulating concrete.

### Backfill

Place backfill as soon as possible. Use care during backfill operation to avoid damage to the waterproofing system. Follow generally accepted practices for backfilling and compaction. Backfill should be added and compacted in 6 in. (150 mm) to 12 in. (300 mm) lifts.

For areas which cannot be fully compacted, a termination bar is recommended across the top termination of the membrane.

### Placing Steel

When placing steel over properly protected membrane, use concrete bar supports (dobies) or chairs with plastic tips or rolled feet to prevent damage from sharp edges. Use special care when using wire mesh, especially if the mesh is curled.

### Approvals

- City of Los Angeles Research Report RR 24386
- U.S. Department of Housing and Urban Development (HUD) HUD Materials Release 628E

### Warranty

Five year material warranties covering Bituthene and Hydroduct products are available upon request. Contact your Grace sales representative for details.

### Technical Services

Support is provided by full time, technically trained Grace representatives and technical service personnel, backed by a central research and development staff.

## Supply

<b>Bituthene 3000 or Bituthene Low Temperature</b>	3 ft x 66.7 ft roll (200 ft <sup>2</sup> ) [0.9 m x 20 m (18.6 m <sup>2</sup> )]
Roll weight	83 lbs (38 kg) gross
Palletization	25 rolls per pallet
Storage	Store upright in dry conditions below 95°F (+35°C).
<b>Ancillary Products</b>	
Bituthene WP-3000	5 gal (18.9 L) pail/24 pails per pallet
Bituthene Primer B2	5 gal (18.9 L) pail/48 pails per pallet
Bituthene Primer B2 LVC	5 gal (18.9 L) pail/48 pails per pallet
Bituthene Liquid Membrane	1.5 gal (5.7 L) pail/100 pails per pallet or 4 gal (15.1 L) pail/24 pails per pallet
Hydroduct Tape	1 in. x 200 ft (2.5 cm x 61.0 m) roll/6 rolls per carton
Bituthene Mastic	Twelve 30 oz (0.9 L) tubes/carton or 5 gal (18.9 L) pail/36 pails per pallet

Equipment by others:

Soft broom, utility knife, brush or roller for priming

## Physical Properties for Bituthene Membrane

Property	Typical Value	Test Method
Color	Dark gray-black	
Thickness	1/16 in. (1.5 mm) nominal	ASTM D3767—method A
Flexibility, 180° bend over 1 in. (25 mm) mandrel at -25°F (-32°C)	Unaffected	ASTM D1970
Tensile strength, membrane, die C	325 lbs/in. <sup>2</sup> (2240 kPa) minimum	ASTM D412 modified <sup>1</sup>
Tensile strength, film	5,000 lbs/in. <sup>2</sup> (34.5 MPa) minimum	ASTM D882 modified <sup>1</sup>
Elongation, ultimate failure of rubberized asphalt	300% minimum	ASTM D412 modified <sup>1</sup>
Crack cycling at -25°F (-32°C), 100 cycles	Unaffected	ASTM C836
Lap adhesion at minimum application temperature	3000: 4 lbs/in. (700 N/m) Low Temp: 5 lbs/in. (880 N/m)	ASTM D1876 modified <sup>2</sup>
Peel strength	9 lbs/in. (1576 N/m)	ASTM D903 modified <sup>3</sup>
Puncture resistance, membrane	50 lbs (222 N) minimum	ASTM E154
Resistance to hydrostatic head	200 ft (60 m) of water	ASTM D5385
Permeance	0.05 perms (2.9 ng/m <sup>2</sup> sPa) maximum	ASTM E96, section 12—water method
Water absorption	0.1% maximum	ASTM D570

### Footnotes:

1. The test is run at a rate of 2 in. (50 mm) per minute.
2. The test is conducted 15 minutes after the lap is formed and run at a rate of 2 in. (50 mm) per minute at 40°F (5°C).
3. The 180° peel strength is run at a rate of 12 in. (300 mm) per minute.

[www.graceconstruction.com](http://www.graceconstruction.com)

For technical assistance call toll free at 866-333-3SBM (3726)

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We hope the information here will be helpful. It is based on data and knowledge considered to be true and accurate and is offered for the users' consideration, investigation and verification, but we do not warrant the results to be obtained. Please read all statements, recommendations or suggestions in conjunction with our conditions of sale, which apply to all goods supplied by us. No statement, recommendation or suggestion is intended for any use which would infringe any patent or copyright. W. R. Grace & Co.—Conn., 62 Whittemore Avenue, Cambridge, MA 02140. In Canada, Grace Canada, Inc., 294 Clements Road, West, Ajax, Ontario, Canada L1S 3C6.

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# Monthly Calendar MAY/JUNE 2023

Exhibit 1c 5-16-2023

### \*\*\*\*TEACHER APPRECIATION WEEK\*\*\*\*

- Monday 5/1 - Field Trip: Galaxy 9 Movies 9am-11:30am  
\*School Principals' Day
- Tuesday 5/2 - \*Teacher Appreciation Day  
PVW Progress Awards 5/6 @ 9:30am, 7/8 @ 10:15 (7&8th recess 11-11:15 if needed)  
TCOE Book Mobile at PVE from 1:30pm-4:30pm  
Terry On-site
- Wednesday 5/3 - Terry On-site
- Thursday 5/4 - PVE Progress Awards TK/K-9:45am, 3/4-10:05am, 1/2, 10:35am  
OPEN HOUSE from 5:30-7pm  
FHCN Mobile Health 1-5 pm  
Field Trip: 6th to PUSD Pathway Exhibition 8:40 - 10:45
- Friday 5/5 - Baseball/Softball Tournament @ Woodville 10am  
\*School Lunch Hero Day

- Tuesday 5/9 - BOARD MEETING
- Wednesday 5/10 - Fire drill
- Thursday 5/11 - Elite Wellness Screenings (must register online)
- Friday 5/12 - \*School Communicators Appreciation Day  
Field Trip: 4th to PVW 9-2pm  
**MUFFINS WITH MOM @ PVE Cafeteria 7-8am**

- Thursday 5/18 - *3rd Trimester Grade Reporting Window OPENS*  
Field Trip: 8th to Physics Day @ Porterville Fairgrounds 9:15-2pm
- Friday 5/19 - \*International Accountant Day

- Monday 5/22 - Field Trip: Library 250% Club to Adventure Park 9:15am-2pm
- Wednesday 5/24 - 8th Grade Dinner/Dance at PVE Cafeteria 6pm
- Thursday 5/25 - PVE End-of-Year Awards  
**SUMMER NIGHT LIGHTS:FAMILY MOVIE NIGHT & SELFIES W/ FAMILIES 6PM-8:30PM**  
**KINDER GRADUATION 10AM**
- Friday 5/26 -

- Monday 5/29 - HOLIDAY: Memorial Day
- Tuesday 5/30 - **8th GRADE GRADUATION**
- Wednesday 5/31 - *3rd Trimester Grade Reporting Window CLOSSES*
- Thursday 6/1 - PVW End-of-Year Awards  
FHCN Mobile Health 1-5 pm
- Friday 6/2 - **FUN DAY**  
1:50 pm Dismissal  
End of 3rd Trimester  
**SUMMER NIGHT LIGHTS: FAMILY MOVIE NIGHT/FAMILY FUN DAY @ PVE FROM 5PM-8:30PM**

## May/June Birthdays

5/1: Manuel Luevano, 5/9: Fidelina Camacho, 5/20: Tashima Irving  
6/8: Miguel Rios, 6/9: Brenda Reyes, 6/14: Genecis Hernandez, 6/23: Marilu Palafox, 6/24: Carina

**Principal's Report**

**May 16, 2023**

**Summer School- Summer Camp**

**Family Crisis Center- Internet Safety, Healthy Relationships, Child Trafficking**

- **Friday, May 19<sup>th</sup>- 11:00-12:00 (7<sup>th</sup> and 8<sup>th</sup> Grades)**
- **Monday, May 22<sup>nd</sup> 5:30-7:00- Video- Sextortion- (5<sup>th</sup>-8<sup>th</sup> grades with parents)**

Exhibit L 5-16-2023





State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

Eshbi-M 5-16-23-22

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2023-2024

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Pleasant View Elementary District CDS Code: 54-72058-6054217

Name of County: Tulare County CDS Code: 54-72058

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 5/9/2023 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024.

Submitted by (Superintendent, Board Secretary, or Designee):

Mark Odeather [Signature] Superintendent  
 Name Signature Title

559-789-9681 559-784-67109 5/2/2023  
 Fax Number Telephone Number Date

14004 Road 184 Porterville CA 93257  
 Mailing Address

marko@pleasant-view.k12.ca.us  
 EMail Address

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	0
Bilingual Authorization (applicant already holds teaching credential)	0
List target language(s) for bilingual authorization: _____	
Resource Specialist	0
Teacher Librarian Services	0

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	<u>1</u>
Single Subject	
Special Education	
TOTAL	<u>1</u>

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?

Yes  No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program?

Yes  No

If yes, how many interns do you expect to have this year? \_\_\_\_\_

If yes, list each college or university with which you participate in an internship program.

TCOE - IMPACT  
Cal State Teach  
Fresno Pacific University, National University

If no, explain why you do not participate in an internship program.

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



State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

EXHIBIT A S-16-2073

## ANNUAL STATEMENT OF NEED 30-DAY SUBSTITUTE and DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE TEACHING PERMITS

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### INSTRUCTIONS TO THE EMPLOYER

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district's statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

*References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026*

**This form must be signed by either:**

The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

**OR**

The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

**Certification and Authorized Signature**

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

**OR**

The situation or circumstances that necessitate the use of an emergency permit holder are as follows:  
(Attach additional sheets, if necessary.)

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I hereby certify that all of the information contained in this statement of need is true and correct.

  
*Signature of the District Superintendent*

*Pleasant View Elementary*  
*District*

*5-2-23*  
*Date*

*Signature of the County Superintendent of Schools*

*County*

*Date*

*It is not necessary to submit this form to the Commission on Teacher Credentialing.*

Exhibit O S-16-25-22

# School District Integrated Pest Management Plan

When completed, this template meets the Healthy Schools Act requirement for an integrated pest management (IPM) plan. An IPM plan is required if a school district uses pesticides<sup>1</sup>.

## Contacts

Pleasant View Elementary School District 14004 Road 184, Porterville CA 93257  
School District Name Address

Keith Stewart 559-784-6769 kstewart@pleasant-view.org  
District IPM Coordinator IPM Coordinator's Phone Number Email Address

## IPM statement

It is the goal of Pleasant View Elementary School District to implement IPM by focusing on long-term prevention or suppression of pests through accurate pest identification, by frequent monitoring for pest presence, by applying appropriate action levels, and by making the habitat less conducive to pests using sanitation and mechanical and physical controls. Pesticides that are effective will be used in a manner that minimizes risks to people, property, and the environment, and only after other options have been shown ineffective.

Our pest management objectives are to: (Example: Focus on long-term pest prevention)

Our objective is Long Term Pest Management and Prevention. We will focus best practices to provide a safe and healthy learning environment for students, faculty, staff and the community.

## IPM team

In addition to the IPM Coordinator, other individuals who are involved in purchasing, making IPM decisions, applying pesticides, and complying with the Healthy Schools Act requirements, include:

Name and/or Title	Role in IPM program
Keith Stewart	Coordinator / Director of Custodial Services / Purchasing
Mark Odsather	Superintendent / Supervisor / Health and Wellness Coordinator
Jose Miranda	Cafeteria Manager / Health and Wellness
Miguel Reyes	Custodial / Sanitation / Applicator
Jesse Cobain	Custodial / Sanitation / Applicator

## Pest management contracting

- Pest management services are contracted to a licensed pest control business.  
Pest Control Business BUZZKILL, ECOLAB and ORKIN
- Prior to entering into a contract, the school district has confirmed that the pest control business understands the training requirement and other requirements of the Healthy Schools Act.

## Pest identification, monitoring and inspection

Pest Identification is done by: BUZZKILL, ECOLAB and ORKIN / Pest Control Business

Monitoring and inspecting for pests and conditions that lead to pest problems are done regularly by BUZZKILL, ECOLAB, ORKIN and District Staff and results are communicated to the IPM Coordinator.

Specific information about monitoring and inspecting for pests, such as locations, times, or techniques include:

(Example: Sticky monitoring boards are placed in the kitchen and are checked weekly by custodial staff.)

District facilities are cleaned daily by custodial staff and any sign of pests will be reported to the IPM coordinator Keith Stewart. The IPM coordinator will then contact BUZZKILL, ORKIN and ECOLAB to work with them to correct the problem.

## Pests and non-chemical management practices

This school district has identified the following pests and routinely uses the following non-chemical practices to prevent pests from reaching the action level:

Pest	Remove food	Fix leaks	Seal cracks	Install barriers	Physical removal	Traps	Manage irrigation	Other
Gopher/Squirrel	✓	✓	<input type="checkbox"/>	✓	✓	✓	✓	Sanitation
Ants	✓	<input type="checkbox"/>	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sanitation
Spiders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>	Sanitation
Rodents	✓	<input type="checkbox"/>	✓	✓	<input type="checkbox"/>	✓	<input type="checkbox"/>	Sanitation
Roaches	✓	✓	✓	✓	✓	✓	<input type="checkbox"/>	Sanitation
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

## Chemical pest management practices

If non-chemical methods are ineffective, the school district will consider pesticides only after careful monitoring indicates that they are needed according to pre-established action levels and will use pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property and the environment.

This school district expects the following pesticides (pesticide products and active ingredients) to be applied during the year. (This list includes pesticides that will be applied by school district staff or licensed pest control businesses.):

SEE ATTACHED

## Healthy Schools Act

- This school district complies with the notification, posting, recordkeeping, and all other requirements of the Healthy Schools Act. (Education Code Sections 17608 - 17613, 48980.3; Food & Agricultural Code Sections 13180 - 13188)

## Training

Every year school district employees who make pesticide applications receive the following training prior to pesticide use:

- Pesticide specific safety training (Title 3 California Code of Regulations 6724)
- School IPM training course approved by the Department of Pesticide Regulation (Education Code Section 16714; Food & Agricultural Code Section 13186.5).

## Submittal of pesticide use reports

- Reports of all pesticides applied by school district staff during the calendar year, except pesticides exempt<sup>1</sup> from HSA recordkeeping, are submitted to the Department of Pesticide Regulation at least annually, by January 30 of the following year, using the form provided at [www.cdpr.ca.gov/schoolipm](http://www.cdpr.ca.gov/schoolipm). (Education Code Section 16711)

## Notification

This school district has made this IPM plan publicly available by the following methods (check at least one):

- This IPM plan can be found online at the following web address: [www.pleasant-view.k12.ca.us](http://www.pleasant-view.k12.ca.us)
- This IPM plan is sent out to all parents, guardians and staff annually.

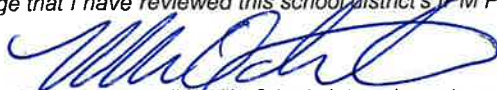
## Review

- This IPM plan will be reviewed (and revised, if needed) at least annually to ensure that the information provided is still true and correct.

Date of next review:

I acknowledge that I have reviewed this school district's IPM Plan and it is true and correct.

Signature:



Date: 05/09/2023

<sup>1</sup> These pesticides are exempt from all Healthy Schools Act requirements, except the training requirement: 1) products used in self-contained baits or traps, 2) gels or pastes used as crack and crevice treatments, 3) antimicrobials, and 4) pesticides exempt from U.S. EPA registration. (Education Code Section 17610.5)



**RESOLUTION OF THE GOVERNING BOARD OF  
PLEASANT VIEW SCHOOL DISTRICT**

EXHIBIT P 5-16-2023

In the matter of Authorizing Inter-fund Transfers     )  
In Accordance with the Budget                             )     RESOLUTION NUMBER 6

**WHEREAS**, the Governing Board of the District adopted its Annual Budget for the Fiscal Year 2023-2024; and,

**WHEREAS**, the Governing Board of the District approved Inter-fund Transfers between the various funds of the District as recorded in the budget document in accordance with Education Code;

**THEREFORE, BE IT RESOLVED** that the Governing Board authorizes District Administration to make inter-fund transfers in accordance with the budget, not to exceed the amount of appropriation.


**THE FOREGOING RESOLUTION WAS ADOPTED** upon the motion of Rusty Gobel, seconded by Dary Gobel, at a regular meeting of the Governing Board on the 9th day of May, 2023 by the following vote.

**Ayes:** Rusty Gobel, Dary Gobel, Bridget Kidder, Alex Garcia

**Noes:**

**Abstentions:**

**Absent:** Tom Bencellos

  
Secretary/Clerk of said District Board

**RESOLUTION OF THE GOVERNING BOARD OF  
PLEASANT VIEW SCHOOL DISTRICT**

Exhibit Q 5-16-2023

In the Matter of Authorizing Inter-fund Loan for        )  
Cash Flow Purposes    )       RESOLUTION NUMBER **7**

**WHEREAS**, the Pleasant View school district administers various funds; and,

**WHEREAS**, the school district occasionally has cash shortages in its segregated funds at the county treasury; and,

**WHEREAS**, Education Code Section 42603 authorizes inter-fund loans to cover such temporary cash shortages;

**THEREFORE, BE IT RESOLVED** that the Governing Board of the Pleasant View School District authorizes the District Administration to transfer funds as needed for cash-flow purposes and to repay those transfers as funds become available for the 2023-2024 school year.

**THE FOREGOING RESOLUTION WAS ADOPTED** upon the motion of Rusty Gobel, seconded by Davy Gobel, at a regular meeting of the Governing Board on the 9th day of May, 2023 by the following vote.

**Ayes:** Rusty Gobel, Davy Gobel, Bridger Kidder

**Noes:**

**Abstentions:**

**Absent:** Tom Barcellos



Secretary/Clerk of said District Board

Exhibit 2-5-16-23

**RESOLUTION OF THE GOVERNING BOARD OF  
PLEASANT VIEW SCHOOL DISTRICT**

In the Matter of Authorization for County )  
Superintendent of Schools to make year-end )  
Budget Transfers )

RESOLUTION NUMBER. 8

**WHEREAS**, at the close of any school year the County Superintendent of schools may, with the consent of the Governing Board of a school district previously given, make such transfers between the undistributed reserve and any expenditure classification or classifications or balance any expenditure classifications of the budget of the district for such school year as are necessary to permit the payment of obligations of the district incurred during such school year; and,


**WHEREAS**, the total amount budgeted as the proposed expenditure of the school district for each major classification of school district expenditures listed in the school district budget forms prescribed by the Superintendent of Public Instruction shall be the maximum amount which may be expended for that classification of expenditures for the school year; and,

**WHEREAS**, the district wishes to ensure that all expenditures of the school district during the 2022-2023 fiscal year have been appropriately budgeted for.

**THEREFORE, BE IT RESOLVED** that, at the close of the 2022-2023 Fiscal year the County Superintendent of Schools be authorized in accordance with Education Code Section 42601 to make such transfers between the unappropriated fund balance and/or any expenditures classifications of the budget as are necessary to permit the payment of obligations of the school district incurred during the fiscal year.

**THE FOREGOING RESOLUTION WAS ADOPTED** upon the motion Russel Gebel, seconded by Dang Gebel, at a regular meeting of the Governing Board on the 9th day of May, 2023 by the following vote.

**Ayes:** Russel Gebel, Dang Gebel, Alex Goien, Tom Benettis, Bridget Keller  
**Noes:**  
**Abstentions:**  
**Absent:**

  
Secretary/Clerk of said District Board

County superintendents who make certain year-end fund balance transfers for small school districts in their county are now required to notify each district of the transfers made. The definition of a small school district has been changed from A... those districts with an average daily attendance of 2,500 or less...@ to those districts identified in EC 41301 which sets forth the state school fund allocation schedule. Small elementary school districts are now defined as having less than 901 units of average daily attendance (ada), small high school districts are now defined as having less than 301 ada, and small unified school districts are now defined as having less than 1,501 ada.

42601. At the close of any school year a school district may, with the approval of the governing board, identify and request the county superintendent of schools to make the transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications, or balance any expenditure classifications of the budget of the district for that school year as necessary to permit the payment of obligations of the district incurred during that school year. For each elementary, high school, and unified school district that, during the preceding school year, had an average daily attendance less than the level, as appropriate, specified in subdivision (a) of Section 41301, the county superintendent of schools, with the consent of the governing board of the school district, may identify and make the transfers, and shall so notify the districts.



# Pleasant View Elementary School District

## Traditional School Calendar

### 2023-2024

180 DAYS

Exhibitor S-16-2023

AUGUST						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7A	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26A	27	28	29	30

OCTOBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31A				

NOVEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14C	15C	16LC	17	18
19	20	21A	22	23	24	25
26	27	28	29	30		

DECEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15A	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30A	31			

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13C	14C	15	16
17	18	19	20	21	22	23
24	25	26A	27	28	29	30
31						

APRIL						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30A				

MAY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31A	

JUNE						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- School In Session
- A Minimum Day 1:50pm Dismissal
- CLC Conferences/ Late Conference (1:50pm Dismissal)
- Holiday/Breaks
- P.D. Required Certificated ONLY

Holidays	
September 4th	Labor Day Holiday
November 10th	Veteran's Day Holiday
November 22-24	Thanksgiving Holiday
Dec 18-Jan 5	Christmas Holiday
January 15	Martin Luther King
February 12	Lincoln's Birthday
January 19	President's Day
March 18-22	Spring Break
Mar. 29 & Apr. 1	Easter Break
May 27	Memorial Day

End of Trimester Dates	
<b>Trimester 1: November 3rd, 2023 62 days</b>	Progress Reports 9/25 - Report Cards 11/13
<b>Trimester 2: February 23rd, 2024 57 days</b>	Progress Reports 1/22 - Report Cards 3/5
<b>Trimester 3: June 4th, 2024 61 days</b>	Progress Reports 4/29 - Report Cards 6/4

Special Dates	
August 7	First Day
TBD (September)	Back to School Night
TBD (October)	Halloween Carnival
November 16	Late Night Conference
TBD (May)	Open House
TBD	SBAC Testing Window
TBD	Graduation
May 31, 2024	Last Day

Home of the Falcons!

Revised 4/21/23



ELOP DAYS 2023-24  
\* 30 Days

# Pleasant View Elementary School District

## Traditional School Calendar

### 2023-2024

180 DAYS

Exhib: T 5-16-23

AUGUST						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7A	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26A	27	28	29	30

OCTOBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31A				

NOVEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14C	15C	16LC	17	18
19	20	21A	22	23	24	25
26	27	28	29	30		

DECEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15A	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30A	31			

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13C	14C	15	16
17	18	19	20	21	22	23
24	25	26A	27	28	29	30
31						

APRIL						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30A				

MAY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31A	

JUNE						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- School In Session
- A Minimum Day 1:50pm Dismissal
- C/LC Conferences/ Late Conference (1:50pm Dismissal)
- Holiday/Breaks
- P.D. Required Certificated ONLY

Holidays	
September 4th	Labor Day Holiday
November 10th	Veteran's Day Holiday
November 22-24	Thanksgiving Holiday
Dec 18-Jan 5	Christmas Holiday
January 15	Martin Luther King
February 12	Lincoln's Birthday
May 19	President's Day
March 18-22	Spring Break
Mar. 29 & Apr. 1	Easter Break
May 27	Memorial Day

End of Trimester Dates	
<b>Trimester 1: November 3rd, 2023 62 days</b>	Progress Reports 9/25 - Report Cards 11/13
<b>Trimester 2: February 23rd, 2024 57 days</b>	Progress Reports 1/22 - Report Cards 3/5
<b>Trimester 3: June 4th, 2024 61 days</b>	Progress Reports 4/29 - Report Cards 6/4

Special Dates	
August 7	First Day
TBD (September)	Back to School Night
TBD (October)	Halloween Carnival
November 16	Late Night Conference
TBD (May)	Open House
TBD	SBAC Testing Window
TBD	Graduation
May 31, 2024	Last Day

Home of the Falcons!

ELOP 2023-2024 Calendar Days

August 12 <sup>th</sup> , 26 <sup>th</sup>	(2 Days)
September 9 <sup>th</sup> , 23 <sup>rd</sup>	(2 Days)
October 14 <sup>th</sup> , 28 <sup>th</sup>	(2 Days)
November 18 <sup>th</sup>	(1 Day)
December 9 <sup>th</sup>	(1 Day)
January 13 <sup>th</sup> , 27 <sup>th</sup>	(2 Days)
February 10 <sup>th</sup> , 24 <sup>th</sup>	(2 Days)
March 9 <sup>th</sup> , 23 <sup>rd</sup>	(2 Days)
April 13 <sup>th</sup> , 27 <sup>th</sup> ,	(2 Days)
May 11 <sup>th</sup> , 18 <sup>th</sup>	(2 Days)
June 3 <sup>rd</sup> -18 <sup>th</sup>	(12 Days)

TOTAL: 30 DAYS



Mark Odsather <marko@pleasant-view.k12.ca.us>

## 2022 KIT Funding Award Amounts Available

2 messages

noreply@cde.ca.gov <noreply@cde.ca.gov>

To: Pleasant View Elementary School District <marko@pleasant-view.k12.ca.us>

Fri, Apr 21, 2023 at 4:52 PM

Equipment \$ 135,041

Freshly Prepared Meals \$ 46,715.

ESTIMATE U 5-16-2023

Dear Program Operators, Business Officials, and Superintendents:

The California Department of Education (CDE) announces the availability of the funding award information for the 2022 Kitchen Infrastructure and Training (KIT) Funds.

As communicated with you through Listservs and townhall meetings, the Governor’s proposed budget included an amendment to designate \$15 million of the 2022 KIT funds for school commercial dishwasher purchases. Therefore, \$585 million of the \$600 million KIT funds will be awarded now and the distribution of the remaining \$15 million will be determined pending the completion of the 2023 budget process.

### Payment Details

Payment details are located on the CDE Funding Results web page at <http://www.cde.ca.gov/fg/fo/r9/kidfund22result.asp>. Your County Treasurer’s Office (CTO) will receive the warrant. From there, the CTO will follow their processes and procedures to award the funds to the participating school food authorities within their county. If you submitted a 2022 KIT online registration form prior to the deadline and do not receive a warrant within eight weeks of this announcement, please email [KITfunds@cde.ca.gov](mailto:KITfunds@cde.ca.gov).

### Use of Funds

Funds must be used **only** for the purposes for which they were awarded. The 2022 allowable KIT funds expenditures are different than the previous year’s KIT funds. The 2022 KIT funds have an additional category of allowable expenses (compensation), and expanded training and professional development categories.

The 2022 KIT funding also provided additional funds to local educational agencies (LEAs) that **attest that no less than 40 percent** of reimbursable National School Lunch Program and School Breakfast Program meals, including the entree and grains, prepared each week, beginning in the 2023–24 school year, are freshly prepared onsite meals. These additional funds, if elected, must be used to support the **planning and implementation of facility improvements and equipment upgrades** to increase capacity for freshly prepared onsite meal preparation.



Detailed information on fund expenditures can be found on the CDE 2022 KIT Funds web page located at <https://www.cde.ca.gov/ls/nu/kitfunds2022.asp>,

## **Accounting**

Agencies will be issued one warrant. If your agency applied for the additional funding for freshly preparing meals onsite, both amounts will be issued in a single warrant.

The CDE has created a new standardized account code structure (SACS) resource code to help you record 2022 KIT Funds. Please ensure the revenue is deposited into the agency's **general fund** using the resource codes below:

SACS Resource Code 7032: Kitchen Infrastructure, Equipment, and Training

Revenue Object Code: 8520

The resource code is now available in the SACS tables of valid code combinations. If you have questions about the accounting for these funds using the new resource codes, please contact the School Fiscal Services Division at [SACSSINFO@cde.ca.gov](mailto:SACSSINFO@cde.ca.gov).

## **Reporting Use of Funds**

As a condition of accepting these funds, program operators must complete a mandatory expenditure report. This report will gather details on how the funds were used to improve the quality of school meals or increase participation. This report will also gather information on the food service staff training topics and number of trainings and attendees. The CDE anticipates that this report will be submitted in the form of an online survey. This survey will be available by May 2025, and will be due by June 30, 2025.

## **Returning Funds to the CDE**

If you are no longer participating in the National School Lunch Program and School Breakfast Program, or if you choose not to spend all or some of the 2022 KIT Funds, please email the KIT Funds Team at [KITfunds@cde.ca.gov](mailto:KITfunds@cde.ca.gov).

Warrants may be mailed to:

NSD Kitchen Infrastructure and Training Funds

c/o Cashier's Office  
California Department of Education  
P.O. Box 515006  
Sacramento, CA 95851-5006

## Contact Information

Additional information can be found on the CDE KIT Funds web page located at <https://www.cde.ca.gov/ls/nu/kitfunds.asp>.

For questions, please email the KIT Funds Team at [KITfunds@cde.ca.gov](mailto:KITfunds@cde.ca.gov).

Thank you,

## Nutrition Services Division

California Department of Education

NSD Customer Service Survey | [www.cde.ca.gov/ls/nu/nsdcs.asp](http://www.cde.ca.gov/ls/nu/nsdcs.asp)

Web | [www.cde.ca.gov/ls/nu/](http://www.cde.ca.gov/ls/nu/)

Twitter | [@CDENutrition](https://twitter.com/CDENutrition)

Course Catalog | [www.cde.ca.gov/ls/nu/ed/cnpcoursecatalog.asp](http://www.cde.ca.gov/ls/nu/ed/cnpcoursecatalog.asp)

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*You are receiving this message because your e-mail address is stored in the Child Nutrition Information and Payment System (CNIPS). Please note that you are required to keep your e-mail address up-to-date on your sponsor application in the CNIPS. The NSD sends notification e-mails to the two primary contacts your district/agency lists in the CNIPS. It is beneficial for your district/agency to list two separate e-mail addresses.*

---

**Mark Odsather** <[marko@pleasant-view.k12.ca.us](mailto:marko@pleasant-view.k12.ca.us)>

Mon, Apr 24, 2023 at 7:54 AM

To: Niguel Baxter <[niguelb@pleasant-view.k12.ca.us](mailto:niguelb@pleasant-view.k12.ca.us)>, Marilu Palafox <[marilup@pleasant-view.org](mailto:marilup@pleasant-view.org)>

FYI

[Quoted text hidden]

--  
**Mark Odsather**  
**Superintendent**  
**Pleasant View Elementary School District**  
**14004 Road 184**  
**Porterville, CA 93257**  
**Tel: 559-784-6769**  
**Fax: 559-784-6819**

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Exhib v 5-16-2022

# Pleasant View Elementary School District



Current report content is based on data as of 2023-05-01 10:27:23. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

Pleasant View Elementary School District (2024 NPR-HD Cab Chassis, 3F1 109"WB, 86.5"CA, 14,500 GVWR, White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

## Selected Model and Options

	Code	Description
<b>Model</b>	3F1	NPR-HD Cab Chassis 109"WB, 86.5"CA
	54	White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning
<b>Tires</b>	I5H	LRR (low rolling resistance)
<b>Engine</b>	I1B	4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft.-lb. gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level.
<b>Transmission</b>	I1W	Aisin A465id 6-speed automatic transmission, Ratios: 3.742, 2.003, 1.343,
<b>Wheelbase</b>	IA8	109 inches, includes ladder type channel frame. Full C section straight frame 33.5 inches wide. Yield strength 44,000 psi; section modulus 7.20 in <sup>3</sup> RBM 316,800 lb./ft./in. per rail. 86.5"CA
<b>Air Cleaner</b>	KNX	Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction indicator in the driver's Multi-Information Display (MID).
<b>Alternator</b>	I2C	140 AMP. with integral regulator.
<b>Battery</b>	IX1	Dual 12-Volt maintenance free group 31 750 CCA batteries with threaded posts
<b>Exhaust</b>	IX7	Single horizontal with DPF/SCR exhaust system
<b>Front Axle</b>	ID2	"I"-beam rated at 6,830 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.
<b>Front Suspension</b>	ID4	6,830 lb. capacity. Semi-elliptical tapered leaf springs. Includes shock absorbers and stabilizer bar.
<b>Front Wheels</b>	RBV	16" X 6", 6-hole disc, painted white.
<b>Front Tires</b>	I53I69	215/85R16E (10 ply) tubeless Radial, all season tread.
<b>Rear Suspension</b>		

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Pleasant View Elementary School District (2024 NPR-HD Cab Chassis, 3F1 109"WB, 86.5"CA, 14,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

## Selected Model and Options

	Code	Description
<b>Rear Axle</b>	I27	9,880 lbs. capacity. Semi-elliptical main and auxiliary multi-leaf springs. Includes shock absorbers
<b>Ratio</b>	I36	R040, single-speed, 11,020 lb. capacity with oil lubricated rear wheel bearings.
<b>Rear Wheels</b>	005	4.56:1
<b>Rear Tires</b>	RBZ	16" X 6", 6-hole disc, painted white.
<b>Fuel Tank</b>	I53I34	215/85R16E (10 ply) tubeless Radial, all season tread.
<b>Seat</b>	I4I	30 Gallon Stainless Steel In-Rail Fuel Tank
<b>Brakes</b>	AQB	Driver seat is reclining high back. Two single occupant fold down seats with tray backs.
<b>Air Conditioning</b>	K40 IE1	Butterfly valve type exhaust brake Vacuum + Power Assist; hydraulic 4-wheel disc brakes with 4-channel ABS. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard.
<b>Power Windows &amp; Door Locks</b>	C60	Air conditioner
<b>Floor Mats</b>	IL0	Yes
<b>Model Option</b>	IQ6	Standard Floor Mats
<b>Additional Options</b>	54	White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning
<b>Assistance System</b>	IF6 UZF IH2 I3Z	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab Back up alarm Engine emergency shutdown system HWT, LWL, LOP Spare keys (2 additional, 4 keys in total)
<b>Accessories</b>	I5I IX2 8RP	Electronic Vehicle Stability Control (EVSC) include ASR (Anti-Slip Regulation) Rear body dome lamp switch AM/FM/CD radio with Aux input/USB port and

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# RWC ISUZU TRUCK HUNTINGTON PARK

Jorge Enamorado

Pleasant View Elementary School District (2024 NPR-HD Cab Chassis, 3F1 109"WB, 86.5"CA, 14,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

## Selected Model and Options

Code	Description
	Bluetooth RPO

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# RWC ISUZU TRUCK HUNTINGTON PARK

Jorge Enamorado

Pleasant View Elementary School District (2024 NPR-HD Cab Chassis, 3F1 109"WB, 86.5"CA, 14,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

## Warranty

**Warranty Limitations: Time or Mileage, Whichever Comes First**

<b>New Truck Warranty</b>	<b>Time in Years</b>	<b>Vehicle Miles</b>
Basic	3	Unlimited
Engine	3	Unlimited
<ul style="list-style-type: none"> <li>• Transmission</li> <li>• Drive Axle</li> <li>• Driveshaft</li> <li>• Front Axle / Beam</li> <li>• Crossmembers</li> <li>• Flywheel Housing</li> <li>• Clutch Housing</li> </ul>	3	Unlimited
Frame Rails	3 5*	Unlimited Unlimited*
Corrosion (Rust Through)	4	Unlimited
Roadside Assistance	3 5†	Unlimited 100,000†
<b>Emission Warranty</b>	<b>Time in Years</b>	<b>Vehicle Miles</b>
Emission Control System	5	110,000
Emission Performance	5	50,000
GHG Emission	5	50,000
Tires	2	24,000

After 3 years labor and parts coverage is 50% for up to 5 years.

†Tows related to emissions issues may be covered for up to 5 years or 110,000 miles (whichever comes first).

The warranty coverages are determined by the mileage of the vehicle and the number of years from the delivery date. The warranty coverages are limited by whichever occurs first. Please see your authorized Isuzu dealer for warranty details.

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**Fred M. Boerner Motor Co**

3620 E Florence Ave  
 Huntington Park CA 90255  
 Phone: (323) 560-3882

**SALES ORDER: DE-03699**

Order Status: Open  
 Order Date: \_\_\_\_\_  
 Delivery Date: 09/30/2023  
 Salesperson: Jorge Enamorado  
 Customer Reference: \_\_\_\_\_  
 Payment Terms: Due At Delivery

BUYER (End User): **PROS-018326**  
**PLEASANT VIEW ELEMENTARY SCHOOL DISTRICT**  
 14004 ROAD 184  
 PORTERVILLE CA 93257  
 P:(559) 789-5840

CUSTOMER ADDRESS:  
**PLEASANT VIEW ELEMENTARY SCHOOL DISTRICT**  
 14004 ROAD 184  
 PORTERVILLE , CA 93257  
 (559) 789-5840

Lienholder: None

**PRODUCT(S):**

New Vehicle - Unit#: TBD

YR - Make - Model	Serial Number	GVWR	Odometer	Color	BodyStyle	Sales Tax	Price	
2024 ISUZU NPR-HD	TBD					Ycs	<b>\$64,500.00</b>	
	14L x 96"W x 97"H FRP Van body, 2 Rows of Etrac, Palfinger ILM 2.5K Rail lift gate 60x88+12					Ycs	\$22,800.00	
					DOC Preparation Fee	Ycs	\$85.00	
					License / DMV Fee	No	\$1,095.00	
					Admin Fee	Ycs	\$220.00	
<b>PRODUCT(S) PURCHASE PRICE:</b>								<b>\$88,700.00</b>

By the execution of this Agreement Buyer agrees to purchase the Product(s) described on this and/or additional pages, subject to the acceptance of this Agreement by Seller, pursuant to the terms and conditions on this page and the following Additional Terms and Conditions. Buyer acknowledges that Buyer has received and read both this page and all of the Additional Terms and Conditions.

This Agreement cancels and supersedes any prior understandings or agreements for Buyer's purchase of the Product(s) and, as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement between the parties relating to the Product(s) and any Trade-In Vehicle.

If any representations, specifications, terms or other arrangements are to be relied upon by Buyer, they must be in writing and specifically identified and referenced in this Agreement; otherwise, they will not be binding on or enforceable against Seller. There are no unwritten, oral agreements between the parties.

PRODUCT(S) PURCHASE PRICE		<b>\$88,700.00</b>
SALES TAX	+	<b>\$8,103.46</b>
TIRE TAX	+	<b>\$10.50</b>
FEDERAL RETAIL EXCISE TAX	+	<b>\$0.00</b>
TOTAL PURCHASE PRICE	=	<b>\$96,813.96</b>
LESS TOTAL NET TRADE-IN ALLOWANCE	-	<b>\$0.00</b>
LESS CASH DOWN PAYMENT	-	<b>\$0.00</b>
UNPAID BALANCE	=	<b>\$96,813.96</b>

Buyer: **PLEASANT VIEW ELEMENTARY SCHOOL DISTRICT**

Seller: **Fred M. Boerner Motor Co**

  
 Buyer Signature

5/14/23  
 Date

\_\_\_\_\_  
 Seller Signature

\_\_\_\_\_  
 Date

Please Remit Payment To: RWC International, Ltd. Accounts Receivable 600 N 75th Ave Phoenix, AZ 85043 Phone: (602) 307-1050





Buyer and Seller further understand and agree that the Sales Order / Sales Invoice is subject to the following terms and conditions, which have been mutually agreed upon:

PARTIES TO AGREEMENT; DEFINITIONS. Seller and Buyer agree that this Agreement is made in, and will be performed in, the state of Seller's location designated at the top of the first page of this Agreement. As used in this Sales Order / Sales Invoice, the terms: (a) "Agreement" means Seller's agreement to sell and Buyer's agreement to purchase the Product(s); (b) "Buyer" means Buyer as identified on the first page of this Agreement (even if Buyer finances the purchase of the Product(s) by means of an operating or capital lease where the lessor is the ultimate purchaser of the Product(s) instead of Buyer); (c) "Seller" means the RWC Group company identified at the top of the first page of this Agreement; (d) "Manufacturer(s)" means the entity or entities that manufacture the Product(s), its components, accessories or products, which are being purchased by Buyer, as set forth in this Agreement; (e) "Product(s)" means the new and/or used vehicle(s) and any other components, accessories, products or services that are being purchased by Buyer, as set forth in this Agreement; (f) "Total Purchase Price" means the total amount in U.S. dollars that Seller agrees to sell the Product(s) to Buyer, including any applicable taxes; and (g) "Trade-In Vehicle" means each vehicle that Buyer agrees to sell to Seller in exchange for credit, after deduction for any lien payoff, toward the Total Purchase Price of the Product(s) Buyer is purchasing, if any such vehicle is set forth on the first page of this Agreement. The amount of this credit is in U.S. dollars and is the "Net Trade-In Allowance" on the first page of this Agreement. Seller is not an agent of the Manufacturer(s).

2. WARRANTIES CONCERNING EACH TRADE-IN VEHICLE. Buyer (even if Buyer obtains financing and the ultimate purchaser of Product(s) is a lessor), as the "Trade-In Owner," makes the following warranties concerning each Trade-In Vehicle, if any, listed on the front side of this Agreement.
  - A. The Trade-In Vehicle has not been involved in any collision resulting in any body or chassis damage and does not contain any hidden or latent mechanical defects or hidden or latent defects in the body, chassis or drivetrain. Trade-In Owner otherwise shall deliver to Seller a signed written disclosure of such condition, including the Trade-In-Vehicle's accident and repair history.
  - B. Other than the creditor lien for the stated payoff balance, if any is set forth on the front side of this Agreement, the certificate of title to the Trade-In Vehicle is free and clear of any claims, liens, encumbrances, security interests, options to buy, and rights of co-owners. Trade-In Owner is the sole registered owner of the Trade-In Vehicle. If the actual creditor lien payoff is less than on the front side of this Agreement, Seller agrees to credit the difference to the unpaid balance owed to Seller. If the actual creditor lien payoff is more than on the front side of this Agreement, Trade-In Owner agrees to pay the difference to Seller on demand and, if not paid within forty-eight (48) hours, Seller may place a lien for such amount on the vehicle being purchased. Trade-In Owner agrees to deliver to Seller evidence of title satisfactory to Seller or a certificate of title to the Trade-In Vehicle on or before Seller delivers possession of any Product(s) to Buyer.
  - C. The certificate of title for the Trade-In Vehicle does not contain any brand or comment, including but not limited to "REBUILT," "SALVAGE," "RECONSTRUCTED," "JUNK," "DESTROYED," "NON-CONFORMING," "LEMON," "LEMON LAW REPURCHASE" or "FLOOD," or any other designation that would indicate any previous damage to the Trade-In Vehicle.
  - D. The Trade-In Vehicle has not been determined to have an uncorrected non-conformity or a serious or material safety defect as the result of any final determination, adjudication or settlement in any state.
  - E. The Trade-In Vehicle's emission control equipment is intact, standard to the Trade-In Vehicle, and no part of the system has been removed, altered or replaced.
  - F. The Trade-In Vehicle has never sustained hail, flood or water damage.
  - G. The odometer or hour meter on the Trade-In Vehicle, equipment and/or accessories are functional and have not been replaced, disconnected, turned back, rotated forward, reset or otherwise tampered with, and the mileage or hours reflected on such odometer or hour meter is the actual mileage or hours on the Trade-In Vehicle, equipment and/or accessories.
  - H. The Trade-In Vehicle's vehicle identification number plate has not been altered or removed.
  - I. Trade-In Owner acknowledges that Seller is relying on the foregoing warranties and that, without such warranties, Seller would not be purchasing the Trade-In Vehicle. Trade-In Owner further acknowledges that a breach of any of the foregoing warranties entitles Seller to rescind this Agreement and/or to recover from Trade-In Owner any damages sustained by Seller resulting from such breach, including attorney's fees and costs.
  - J. The Net Trade-In Allowance may be adjusted in the event that: (1) Trade-In Owner fails to disclose that the certificate of title for the Trade-In Vehicle has been branded for any reason, including but not limited to its status as "Rebuilt," "Salvage," "Reconstructed," "Junk," "Destroyed," "Non-Conforming," "Lemon," "Lemon Law Repurchase," or "Flood" or any other designation that would indicate previous damage to the Trade-In Vehicle; or (2) the Trade-In Vehicle has substantial physical damage or a latent mechanical defect which occurred before Seller took possession of the Trade-In Vehicle and which could not have been reasonably discoverable at the time this Agreement was made; or (3) there are excessive additional miles (i.e., 500 miles or more) on the Trade-In Vehicle after Seller first valued it; or (4) there is a discrepancy in either (i) the mileage on the odometer and the signed odometer statement or (ii) the signed odometer statement and the actual mileage of the vehicle; provided, however, that such remedy does not preclude either party from asserting any other claims or defenses available to such party.
  - K. Trade-In Owner shall execute and deliver to Seller an odometer disclosure statement for the Trade-In Vehicle if and as required by law. Any misrepresentation on the odometer statement will constitute a breach of this Agreement and will entitle Seller to pursue all remedies allowed in equity or at law or, at Seller's option, to cancel this Agreement and/or Seller's purchase of the Trade-In Vehicle.
3. DESIGN CHANGES. Manufacturers reserve the right to change the design of any new motor vehicle, equipment, accessory or part at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, equipment, accessory or part covered by this Agreement, either before or subsequent to delivery thereof to Buyer. Buyer agrees to accept any such changes made by the Manufacturer.
4. DELIVERY. All vehicles purchased by Buyer shall be delivered to Buyer (at the location designated on the front side of this Agreement. Any Trade-In Vehicle purchased by Seller shall be delivered to Seller at Seller's location designated at the top of the front side of this Agreement or such other location as is designated by Seller. Unless otherwise provided, delivery by Seller shall be made via carriers and routes designated by the Manufacturer with freight charges to be included in the Total Purchase Price. Consistent with usual and customary logistical practices and due to the method of transport of Products offered by Seller, new vehicles may have substantial miles on the odometer at delivery. Seller shall not be liable for additional maintenance, normal wear and tear, or depreciation of new vehicles with substantial mileage due to the transport of the vehicle to Seller or to Buyer, and such substantial mileage shall not give Buyer any right to rescind or cancel this Agreement. Seller shall not be liable for a failure to deliver, or a delay in delivering, the Product(s) being sold pursuant to this Agreement where such failure or delay is due to or caused, in whole or in part, by the Manufacturer(s), wars or similar military actions, riots, civil protests, accidents, product shortages, strikes or other labor conditions, fires, storms, floods or other natural disasters, epidemics or pandemics (including by way of illustration Covid-19), governmental regulations or orders, or any other causes beyond the control of Seller or without the gross negligence or willful misconduct of Seller.
5. BUYER DEPOSIT - DEPOSITS MAY BE ACCEPTED AS LISTED ON THE FRONT SIDE OF THIS AGREEMENT.
  - A. Buyer agrees that the deposit, whether by cash, check (whether personal, company, certified or registered), wire transfer or ACH will be held by Seller and will be applied toward the cash portion of the Total Purchase Price, cash down payment, or initial lease-purchase payments, whichever shall apply at the time of delivery.
  - B. Credit cards are not an approved form of deposit, but a credit card payment may be used to reserve a vehicle until an acceptable deposit is received by Seller.
  - C. If this Agreement is cancelled by Seller at no cost, expense, loss or inconvenience to Seller, the deposit will be returned to Buyer within ten (10) days after written request from Buyer.
  - D. It is further agreed that, if Buyer breaches this Agreement at any time after: (1) the Product(s) reach a non-cancelable point at the Manufacturer, (2) the Product(s) are purchased by Seller from another distributor or source, (3) modifications are made to this Agreement at Seller's expense, or (4) Seller has incurred any expenses whatsoever related to the sale of the Product(s), then Seller may, in its discretion, hold the deposit until Seller effects a satisfactory sale or other disposition of the Product(s), in which event Seller will be allowed to retain from the deposit (a) all costs and charges Seller may incur, including flooring charges, until the Product(s) is sold, and (b) damages Seller has suffered by reason of such cancellation or delay; provided, however, in the event the costs and charges incurred and the damages suffered by Seller exceed the deposit, Buyer shall pay to Seller the amount of such excess and, in the event there is a balance after such retention of costs and charges and damages, the balance will be remitted to Buyer.

- E. In addition, if Buyer has delivered a Trade-In Vehicle to Seller and Seller has sold the Trade-In Vehicle, and if Seller cancels this Agreement or this Agreement is terminated or declared void for any reason, this section applies. If the Permitted Allowance (defined below) is less than zero, Buyer agrees to pay to Seller the amount of such deficit within ten (10) days of demand therefore. If the Permitted Allowance is greater than zero, Seller agrees to pay this amount to Buyer. The "Permitted Allowance" equals (1) the Net Received (defined below) multiplied by 85% minus (2) the creditor lien payoff. The "Net Received" equals (i) the sale price received by Seller for the Trade-In Vehicle minus (ii) the sum of Seller's costs of repairs and upgrades to the Trade-In Vehicle plus any taxes paid by Seller.
- F. The foregoing provisions shall not, however, be interpreted to give Buyer any right to cancel this Agreement, but merely set forth the rights to the use or disposition of the deposit in the event this Agreement is cancelled without the consent of Seller.
6. LIMITATION ON WARRANTIES.
- A. NEW PRODUCTS - MANUFACTURER'S WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Agreement are limited solely and only to the published Manufacturer's warranties, if any. **Except for any such warranties made by Manufacturer(s), the new Product(s) are sold without any other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, each of which is expressly disclaimed.**
- B. USED PRODUCTS - NO WARRANTIES (If the location of Seller is in the State of Arizona, see instead Section 20). **Seller makes no warranties, express or implied (including any implied warranties of merchantability or fitness for a particular purpose, each of which is expressly disclaimed) on any used Product(s) sold under this Agreement, all of which are sold "as is," except as may be set forth in any written limited warranty that is granted by Seller in Seller's sole discretion. Further, the applicability of an existing Manufacturer's warranty, if any, on used Product(s) shall be determined solely by the terms of such warranty and Seller shall have no responsibility or liability thereunder.**
- C. LIMITED WARRANTY ON SERVICES. Seller warrants that all services performed by Seller in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date of delivery of the Product(s) to Buyer. Buyer's sole and exclusive remedy, and Seller's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. **Seller provides no other warranties, whether express or implied or whether from course of dealing or usage of trade, for Services.** The Services Warranty is strictly limited to services performed by Seller for Buyer. Seller does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any such warranties are solely those that are provided by the third-party service provider.
- D. NO OTHER WARRANTIES. **Except as set forth above in this Section 6, Seller expressly disclaims all warranties of any kind or nature. There are no warranties beyond those specifically set forth on the face of this Agreement.**
7. DENIAL OF FINANCING APPROVAL (If the location of Seller is in the State of Washington, see instead Section 21). If for any reason Buyer's financing approval is not received by Buyer, or this Agreement is terminated or declared void for any reason, this section applies. Buyer will promptly return the Product(s) to Seller. Buyer will pay to Seller, on demand, all reasonable charges and expenses for any damage to or use of the Product(s). If the Product(s) are not returned to Seller within 24 hours of Seller's request, Buyer agrees that (a) Seller may immediately retake possession of the Product(s) by any lawful means and (b) Buyer agrees to pay to Seller, on demand, (i) all costs and expenses paid or incurred by Seller in connection with retaking the Product(s), (ii) the greater of \$1.50 per mile or \$500 per day for the use of each vehicle from the date of delivery of the vehicle as provided herein to the date the vehicle is in the possession of Seller, and (iii) property damage, losses, claims, liabilities, costs and expenses (including attorneys' fees and costs), and other sums to the extent permitted by applicable law. In addition, if Buyer delivers a Trade-In Vehicle to Seller and Seller has sold the Trade-In Vehicle, the provisions of Section 5.E above also shall apply.
- BUYER'S OBLIGATIONS. Before delivery of any of the Product(s) and in accordance with the terms and conditions on the front side of this Agreement, Buyer shall pay the Unpaid Balance to Seller and execute and deliver to Seller a sales invoice on Seller's form and all other documents and instruments required by Seller, as well as any documents required by Buyer's lender or lessor. Buyer agrees that any misrepresentation made by Buyer on any credit application with respect to this Agreement shall constitute a breach of this Agreement by Buyer and will entitle Seller to pursue all remedies allowed in equity or at law or, at Seller's option, to cancel this Agreement.
9. SECURITY INTEREST. Buyer hereby grants to Seller a security interest in (a) all of the Product(s), (b) all additions, accessories and proceeds thereof, including but not limited to insurance proceeds covering loss, damage, or destruction, and (c) all service contracts and mechanical breakdown policies pertaining thereto. The security interest secures the payment of all amounts Buyer owes to Seller pursuant to this Agreement, including but not limited to the Total Purchase Price. Seller shall have the benefit of, and retain, the security interest granted herein notwithstanding any assignment of any retail installment contract or other financing agreement to a third party.
10. RISK OF LOSS; INSURANCE. Buyer shall assume all risk of loss of and damage to the Product(s) at the earlier of (a) delivery of the Product(s) to Buyer or (b) Buyer's receipt of title to the Product(s). Buyer shall obtain and have in effect insurance covering the Product(s) at the time Buyer assumes the risk of loss as provided above. Seller shall have no responsibility or liability for the Product(s) after the earlier of such times.
11. GOVERNING LAW; VENUE; TIME TO COMMENCE ACTION. Except to the extent that the laws of the United States apply or otherwise control, this Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Seller is located as identified at the top of the front side of this Agreement, without regard to conflict of law principles that would require or permit the application of the laws of any other jurisdiction. Buyer hereby submits to the jurisdiction of the federal and state courts sitting in the county in which Seller is located as identified at the top of the front side of this Agreement. The mandatory venue for any claim, litigation, or other legal or administrative proceeding involving the parties to this Agreement (an "Action") and for any arbitration involving any Action shall be in the county in which Seller is located as identified at the top of the front side of this Agreement. Buyer has one (1) year from the date of delivery of the particular Product(s) to commence an Action against Seller, after which such Action shall be forever barred.
12. LIMITATION OF LIABILITY. **Buyer agrees that Seller shall have no liability to Buyer for any incidental, indirect, special, consequential, or punitive damages or for any loss of income, profits, or anticipated profits, down time or business interruption.**
13. FEES AND EXPENSES. In the event either Buyer or Seller engages the services of an attorney as a result of the breach of this Agreement by the other party, the prevailing party in any legal action or arbitration shall be entitled to reimbursement of its fees and costs of attorneys and experts and court or arbitration costs paid or incurred as a result of the other party's breach. Further, in the event Buyer files for bankruptcy or the appointment of a receiver, or any creditor files for Buyer's bankruptcy and such proceeding is not dismissed within ninety (90) days, Seller shall be entitled to recover all of its attorneys' fees and costs and court costs paid or incurred by Seller with respect to such bankruptcy proceeding, including but not limited to seeking relief from a stay or seeking reaffirmation of Buyer's obligations under this Agreement.
14. EXECUTION AND DELIVERY BY ELECTRONIC TRANSMISSION. If this Agreement or any document or instrument is executed in connection with this Agreement is delivered by facsimile or email pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document or instrument. Additionally, the signature of or on behalf of any party on this Agreement transmitted by way of a facsimile or email shall be considered for all purposes as an original signature. Any such faxed or emailed document or instrument shall be considered to be valid and have the same binding legal effect as an original document or instrument. At the request of Seller, any document or instrument of Buyer that is executed or delivered by facsimile or email shall be re-executed and delivered by Buyer in an original or "wet" form.

15. **WAIVER; SEVERABILITY.** No waiver or consent by Seller relating to this Agreement shall be valid or binding unless it is in writing and signed by Seller's authorized officer. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall continue in full force without being impaired or invalidated.
16. **NO BROKER; MANUFACTURER INCENTIVES.** Certain Manufacturer's incentives are intended to be used for retail customers at Buyer's location designated at the top of the front side of this Agreement. If at any time Seller determines that Buyer intends to engage in the resale or export of any of the Product(s) that is not in conjunction with further manufacturing or that is not first approved by Seller in writing, Seller shall have the right to cancel this Agreement by notice to Buyer and without any liability to Seller. Buyer represents that Buyer is not purchasing any of the Product(s) with the intent to resell or export the Product(s), except where such resale or export is in conjunction with further manufacturing. If at any time Seller determines that any of the foregoing representations are not true, Buyer shall pay to Seller any Manufacturer's incentives that are charged back to Seller.
17. **COMMUNICATION CONSENT.** Seller and any other owner or servicer of this Agreement may (a) use any information Buyer provides to Seller, including but not limited to contact names, location and mailing addresses, email addresses, cellphone numbers, and landline numbers, to contact Buyer for any purposes related to this Agreement, including debt collection and marketing purposes. In addition, Buyer expressly consents to any such contact being made by the most efficient means or technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Buyer is charged for the contact.
18. **CONSTRUCTION OF AGREEMENT.** This Agreement is the result of negotiations between the parties, and the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings. The captions in this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. The parties waive the application of any rule of law otherwise applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions should be interpreted or construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft thereof.

**Section 19 applies only if Buyer is purchasing a vehicle from a location of Seller in the State of Washington**

19. **DOCUMENTARY SERVICE FEE.** The documentary service fee or documentation fee shown on the front side of this Agreement is negotiable. The amount of such fee as shown has been agreed upon by Buyer and Seller.

**Section 20 applies only if Buyer is purchasing a used vehicle from a location of Seller in the State of Arizona and it modifies Section 6.B above**

20. **USED VEHICLE - LIMITED WARRANTY IN ARIZONA:** Seller hereby warrants that the vehicle will be fit for the ordinary purposes for which the vehicle is used for 15 days or 500 miles, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. Buyer will have to pay \$25.00 for each of the first two repairs if this warranty is violated. This is the only warranty provided by Seller for the used vehicle. Seller otherwise makes no other warranties, express or implied, for any of the Product(s) sold to Buyer.

**Section 21 applies only if Buyer is purchasing the vehicle from a location of Seller in the State of Alaska and it replaces Section 7 above**

21. **DENIAL OF FINANCING APPROVAL.** If Buyer's final financing is not approved and, as a result, the transaction is not completed, and if Seller has delivered a vehicle to Buyer, then (a) Buyer shall, at Buyer's cost, deliver the vehicle to Seller at the location identified at the top of the front side of this Agreement, (b) the Trade-In Vehicle, if any, shall be returned to Buyer at Seller's location identified at the top of the front side of this Agreement in the same condition as received and with no more than 100 miles accumulated on the odometer, and (c) Seller shall return Buyer's entire down payment minus the following amounts owed to Seller, if Buyer made an intentional misrepresentation on its credit application or financial statement, (i) Buyer shall reimburse Seller for the use of the vehicle in excess of 100 miles at a rate equal to the greater of \$0.45 per mile or the business mileage rate applied by the IRS at the time the vehicle is returned to Seller, and (ii) Buyer shall be responsible for damages to the vehicle that occurred while the vehicle was in Buyer's possession and for parking tickets, towing fees, storage fees, impound fees and other similar charges incurred by Buyer while the vehicle was in Buyer's possession.
22. **COUNTERPART SIGNATURES.** This Agreement may be executed by the parties in counterparts, each of which shall be an original and both of which together shall constitute one and the same Agreement.
23. **ARBITRATION CLAUSE - TO BUYER ("YOU" OR "YOUR");** THIS ARBITRATION CLAUSE SIGNIFICANTLY AFFECTS YOUR RIGHTS IN ANY CLAIM, DISPUTE OR CONTROVERSY (A "DISPUTE") WITH SELLER ("WE"). YOU SHOULD READ THIS ARBITRATION CLAUSE CAREFULLY BEFORE SIGNING THIS AGREEMENT.
- A. SUBJECT TO THE TERMS HEREOF, IN THE EVENT THERE IS ANY DISPUTE BETWEEN US, IT WILL BE DECIDED BY ARBITRATION AND NOT IN COURT BY A JUDGE OR JURY. YOU EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL.
- B. IF A DISPUTE IS ARBITRATED, YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- C. DISCOVERY AND RIGHTS TO APPEAL IN AN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND SELLER WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION THAT YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.
- D. All disputes between us (individually a "party" and collectively the "parties"), whether in contract, tort or otherwise, and including the interpretation and scope of this clause, and the arbitrability of the dispute, between you and us or our employees, agents, successors or assigns, which arises out of or relates to this Agreement or any resulting matters, shall, at your or our election, be resolved by neutral, binding arbitration in a manner consistent with the laws of the state in which Seller is located as designated at the top of the front side of this Agreement. Any dispute shall be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. If the parties are not able to agree upon a single arbitrator within ten (10) days following demand therefore, then the arbitrator will be appointed by Judicial Arbitration and Mediations Services. The parties recognize, acknowledge and agree that the designated arbitrator will be an independent individual, not affiliated or related to either party, and that any dispute between the parties will not be heard and decided by a judge or jury.
- E. Each party shall pay one-half of the arbitrator's fees and costs, unless one party is determined by the arbitrator to be the prevailing party, in which case the arbitrator, subsequent to the arbitration itself, may award to the prevailing party its share of the arbitrator's fees and costs, and award to the prevailing party the reasonable fees and costs of its attorneys and experts. The arbitrator's decision and/or award shall be final and binding on the parties and may be entered as a judgment and enforced in any court of competent jurisdiction.
- F. You and we retain the right to self-help remedies, such as repossession. You and we retain the right to seek remedies in bankruptcy court for disputes within its jurisdiction, unless such action is transferred, removed or appealed to a different court or is arbitrated. This Section 23 shall survive any termination or assignment of this Agreement. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

By setting forth his or her initials, Buyer acknowledges that this Agreement contains the above arbitration provision, and agrees that he or she has read and agrees to the same:

BUYER'S INITIALS \_\_\_\_\_



# The Best Selling Commercial Grills for Over 60 Years.

Contact: 800-326-9575 Monday-Friday 8am-5pm EST

Keywords, SKU, etc.

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## RW8DDG Combo

SKU: 300798C

# \$11,645.00

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### BUILD-TO-ORDER

RW8DDG Tow Behind Gas Grill with Tandem Axle, 2 Expanded Steel Cooking Grates, Warming Rack, 2 - 40 lb. Propane Tanks, 2 Wood Cutting Boards, 2 Wheel & Tire Upgrades, and Hood Mounted Thermometer

[Call for Lead Time](#)

#### INCLUDES:

Propane Grill (LP Gas)	\$11,645
Tandem Axle	Included
2 Expanded Steel Grates	Included
2 Hood Mounted Thermometers	Included
2 - 40 lb. Propane Tanks	Included
Steel Warming Rack	Included
2 Wheel & Tire Upgrades	Included
2 Wood Cutting Boards	Included
Grease Pan	Included



**Made in the USA**

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QUANTITY:

1

#### RECOMMENDED ACCESSORIES

RW 40# Propane Tank \$135.00

0

**You Pay: \$11645.00**

Exhibit is 5-16-2020

**CONSULTANT AGREEMENT  
PLEASANT VIEW ELEMENTARY SCHOOL DISTRICT (PVESD)  
GRANT WRITING AND EVALUATION SERVICES 2023-2024**

This agreement entered into between the Pleasant View Elementary School District (hereinafter referred to as "PVESD") and **Zajonc Corporation** (hereinafter referred to as "Consultant") is made to provide services by the Consultant to PVESD.

**I. CONSULTANT AGREES:**

- A. To provide the **PVESD** with the following identifying information:  
Consultant's Full Name: **Zajonc Corp (d.b.a. Zajonc Corporation)**  
Social Security Number or Federal ID Number: **74-2979816**  
Address: **P.O. Box 10751, College Station, Texas 77842-0751**  
Profession or Occupation: **Grant writing, grant consultants, and Evaluation of grants.**
- B. To provide the **PVESD** with any other information concerning qualifications, including education, experience, certification, licensure, or other information as required by I-D below:
- C. To complete all requisite training (see I-D below) before providing any services. Such training shall be accomplished on the Consultant's own time and at the Consultant's own expense unless prior approval for other arrangements has been obtained in writing from the **PVESD's** Superintendent.
- D. To provide and perform the services as described below:
1. Type of Service: **Grant writing services and grant evaluation services.**
  2. Description of Service: **Upon receiving a written request (email is acceptable) to complete a grant from the PVESD Superintendent or his/she designee, Zajonc will create a complete grant application.**
  3. Employee Supervising the Consultant: **PVESD Superintendent**
  4. Employee Acting as **PVESD's** Single Point of Contact: **Mark Odsather**
  5. Education, Certification, and Licensure Required: **Principal Grant Writer must have at least ten years of work experience in grant writing with demonstrable success in securing state and federal grants.**
  6. Required Training: **Previous experience working with grant-funded programs and complying with federal and state data collection processes.**
  7. Other Provisions: **Written documentation of services provided will be submitted when grant applications are submitted.**
  8. Deliverables:  
**Grant Writing:** The Consultant agrees to develop a complete grant application for PVESD submittal upon receiving written approval to write said grant. A

Exhibit X S-16-2023

complete grant application shall include the following:

- i. Program Narrative,
- ii. Program Design (if applicable),
- iii. Budget Forms,
- iv. Budget Narrative (if applicable),
- v. Logic Model (if applicable)
- vi. Executive Summary, and
- vii. Citation Reference Section (if applicable)

9. The Consultant agrees that the grant will be written and submitted to the **PVESD** point of contact no later than 48 hours before the grant submission deadline as established by the grantor.

E. To submit properly written verification of time/service provided on a *Consultant's Statement of Time Worked/Invoice* form. The **PVESD** Superintendent must approve any other type of verification in writing.

F. To hold in the strictest confidence all client-identifying information and that in receiving, storing, processing, and resisting in judicial proceeding efforts to obtain access to client-identifying information or all other proceedings dealing with client-identifying information of the **PVESD** clients, the Consultant recognizes that the Consultant is fully bound by the provisions of 42. CFR Part 2 (Federal Regulations dealing with drugs and alcohol abuse records) and the **PVESD** Policies and Procedures as applicable.

G. To adhere to the **PVESD' S POLICY AND PROCEDURE MANUAL**.

## II. **PVESD AGREES:**

A. Only request grant writing services from the Consultant when **PVESD** is the fiscal and legal entity applying for the grant.

B. To provide the Consultant with approval or rejection of a grant writing opportunity within five (5) business days of receiving notification of potential funding from the Consultant.

C. **Payment Options:** To pay the Consultant in one of the following manners. The type of payment method must be identified in the written request to the Consultant approving the writing of a grant. In the absence of a designation, Option Two becomes the default. The three payment options are as follows:

i. **OPTION THREE: EVALUATION SERVICES:** If **PVESD** selects this option and is allowable by the grant funding source, **PVESD** agrees to hire the Consultant as the grant evaluator for the amount identified in the original approved grant application. If the grantor agency disallows evaluation services or disallows the grant writer from being the grant evaluator, then **PVESD** agrees that **OPTION TWO** will become the default payment option.

- D. To pay no other expenses of the Consultant except those expressly stated below:
- PVESD agrees to pay travel-related costs ONLY if PVESD requests the Consultant to attend a grant writing or planning meeting. Costs would include, but not be limited to, airfare, mileage, rental car, hotel, per diem, tolls, parking, etc.**
- E. SINGLE POINT OF CONTACT (SPOC): To appoint the following staff member of PVESD as the Single Point of Contact (SPOC) for all grant writing requests:
- Name: Mark Odsather**  
**Email Address: marko@pleasant-view.k12.ca.us**  
**Phone Number: 559-784-6769**
- F. INVOICE CONTACT: To accept invoices from Zajonc Corporation via email. The contact person(s) for acceptance of the emailed invoice is/are:
- Name: Marilu Palafox**  
**Email Address: marilup@pleasant-view.org, ap@pleasant-view.org**
- G. **Grant Submission**: PVESD agrees that they are responsible for submitting the grant to the grantor in the manner prescribed by the grantor and within the time allowed by the grantor.

### III. CONSULTANT AND THE PVESD MUTUALLY AGREE:

- A. That this agreement establishes an independent contractual relationship between the parties, and the Consultant shall not be considered an employee of PVESD and shall not be entitled to any rights or benefits of employment.
- B. Independent Decision-Making: The Consultant may decline the opportunity to write a grant. If the Consultant declines an opportunity to write a grant for PVESD, such a decision will be transmitted via email within 24 hours of receiving a written request to write a grant from PVESD.
- C. Liability. Except as otherwise provided herein, the Consultant's sole and total liability under this agreement shall be to rectify errors in the Consultant's work which are proved to be the Consultant's responsibility in a court of law, and the Consultant shall not be liable for any direct, indirect, special, or consequential damages arising from the Consultant's performance of the Services, without limitations of any kind. PVESD agrees to release and hold the Consultant harmless from and against any and all claims, demands, losses, damages, costs, liabilities, and expenses (including, but not limited to, attorneys' fees and costs of suit) of whatever kind or character, on account of any actual or alleged loss, injury or damage to the agency, or to any property, or arising out of or in connection with this agreement, unless such claims, demands, etc. arise out of the Consultant's willful misconduct or gross negligence.
- D. Changes to Fee Structure: No changes to the grant writing fee structure, as established under Section II, subsection C, of this agreement, can be made without written mutual consent by both parties.
- E. Exclusivity: This contract shall not be viewed as an exclusive agreement between PVESD and the Consultant to provide the aforementioned services and shall not restrict

**PVESD** from utilizing other entities. This agreement is necessary for the Consultant to be able to write grants for other entities, including other school districts.

- F. That the Consultant will provide said services in accordance with the policies and procedures of **PVESD**.
- G. That the Consultant will be subject to the general rules, regulations, policies, procedures, and professional code of behavior that govern the activities of the **PVESD** employees when contract services relate to client care and/or clinical services to registered clients of the **PVESD**, otherwise, general rules, regulations, and procedures may be non-applicable.
- H. That all services provided under this agreement shall be provided in accordance with all federal rules and regulations, state laws, and executive orders as applicable.
- I. That applicable report of payment for services pursuant to this agreement shall be reported to the Internal Revenue Service as required by law.
- J. This agreement does not alter or change any existing contract between PVESD and the Consultant.
- K. That the terms of this agreement shall commence on December 1, 2022 and remain in effect until November 30, 2023.
- L. PVESD and the Consultant can mutually extend this contract for subsequent periods with written verification of the intent to do so.

ENTERED INTO THIS THE 13th DAY OF April, 2023.

\_\_\_\_\_  
Zajonc Corporation

  
\_\_\_\_\_  
PVESD Superintendent

\_\_\_\_\_  
Date

4/13/2023  
\_\_\_\_\_  
Date



## EDUCATION SERVICES STAFFING AGREEMENT

This Education Services Staffing Agreement (hereinafter "Agreement") is entered into this April 19, 2023, by and between **Pleasant View Elementary School District** located at Porterville, California, referred to in this Agreement as "Customer," and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 5201 California Ave., Bakersfield, CA, 93309, United States of America referred to in this Agreement as "Maxim."

### RECITALS

**WHEREAS**, Customer operates a School, as defined by State Law located in California and wishes to engage Maxim to provide personnel to supplement Customer's staff.

**WHEREAS**, Maxim operates a staffing agency that provides supplemental healthcare staffing services to Customer.

**THEREFORE**, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Maxim hereby agree to the following terms and conditions.

### ARTICLE I. DEFINITIONS

**"Agreement"** means this Education Services Staffing Agreement entered into as of the Effective Date between Maxim and Customer, including all Attachment(s) attached hereto, and all Statement(s) of Work entered into by Maxim and Customer pursuant to Section 3.1.

**"Assignment Confirmation"** means the details as agreed upon between Customer and Maxim for Assignment Personnel Providing Assignment Services.

**"Assignment Personnel"** means collectively Local Assignment Personnel and Travel Assignment Personnel providing Assignment Services.

**"Assignment Personnel Rate"** means a rate agreed upon between Customer and Maxim for that specific Assignment Personnel, as specified in "Attachment C" and controls where different from Base Rates set forth in "Attachment A."

**"Assignment Services"** means Services for a specific term and length of the time, as more specifically set forth in Section 8.1 herein and "Attachment C."

**"Base Rate"** means the rates billed for Services performed by Personnel pursuant to terms of Agreement and "Attachment A" hereto.

**"Behavior Intervention Plan" or "BIP"** is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

**"Contractor"** means either independent contractor(s) or legal entity(ies) being utilized by Maxim to provide Services, as specified in Section 7.2.

**"Effective Date"** means the date first written above in the introductory paragraph of Agreement.

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**“Float”** means Personnel reassigned to a different Customer department, unit, School Work Site, or to a different staff classification.

**“Individual Education Program” or “IEP”** is a plan developed as required under the Individuals with Disabilities Education Act (“IDEA”) providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child’s unique circumstances.

**“Individual Health Plan” or “IHP”** is defined as a health plan focusing specifically on student(s)’ medical needs, it may contain physician orders. If the services for a student’s medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

**“Medical Services”** services provided by a licensed physician to determine a student’s medically related disability that results in the student’s need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

**“Personnel”** means licensed and/or unlicensed clinical and other non-clinical healthcare, behavioral, educational assistance, and instructional employees of Maxim.

**“Placement”** is defined to mean where the student with a disability receives the services listed in the 504 Plan or the IEP.

**“Related Services”** means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services include school health services and school nurse services, social work services in schools, and parent counseling and training.

**“School Health Services”** means health services that are designed to enable a child with a disability to receive FAPE as described in the child’s IEP. School health services are services that may be provided by either a qualified school nurse or other qualified person as requested by the Customer.

**“School Work Site”** means any location Customer assigns Personnel to render Services.

**“Services”** means collectively School Health Services, Special Education Services, and/or Related Services provided by Maxim to Customer, as more specifically set forth in Article III and any Attachment(s) and/or Statement(s) of Work.

**“Special Education Services”** means specially designed instruction to meet the unique needs of a child with a disability.

**“Statement of Work” or “SOW”** means a statement of work describing the Services entered into by Maxim and Customer in accordance with Article III and “Attachment A” attached hereto.

**“Supplies”** means any and all necessary medical supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment (“PPE”).

**“Term”** has the meaning given in Section 2.1.

## ARTICLE II. TERM

**Section 2.1. Term.** This Agreement will commence on the Effective Date and will continue for a school calendar year.

**Section 2.2 Renewal.** This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party’s decision not to automatically renew this Agreement

## ARTICLE III. NATURE AND SCOPE OF SERVICES

### **Section 3.1 Scope of Services.**

**(a) Staffing.** Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer’s management and supervision at a School Work Site or in an environment controlled by Customer. Maxim will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in “Attachment A.” Services include School Health Services, Related Services, and/or Special Education Services. Maxim will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the “Plan”), as applicable, from the Customer. Maxim will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Maxim with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

**(b) Distance Learning Service(s).** Customer may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student’s location (“Distance Learning Service(s)”) due to Customer school closings and/or delays. Customer is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. Customer will provide supplies and resources needed to implement Distance Learning Services and its own expense. Customer is responsible for maintaining a safe environment for all Distance Learning Services.

**(c) Changes.** From time to time, requests for additions, deletions, or revisions to the Services or Base Rates may be made (collectively, the “Changes”). The Party that wishes to make a Change shall deliver to the other Party a modified Statement of Work (“SOW”) or subsequent “Attachment A” to reflect the changes to this Agreement expressly agreed to by the parties. The Changes will take effect upon signature by both parties.

**Section 3.2 School Health Services Requirements.** Maxim will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

**Section 3.3 Related Services.** Maxim will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment "B" hereto.

**Section 3.4 Special Education Services.** Maxim will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

**Section 3.5 Maxim as Employer.** Maxim acknowledges and agrees that its Personnel are employees and shall be treated as such and not as employees of Customer. Maxim agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers' compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Maxim.

**Section 3.6 Availability of Personnel.** The Parties agree that Maxim's duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Maxim to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Maxim is unable to provide the modality of Personnel requested by Customer, Maxim will provide Customer with a higher skilled Personnel. Maxim will bill Customer at that Personnel's fair market value rate for the modality provided.

#### **ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS**

**Section 4.1 Plan Implementation.** Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Maxim and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student's disability would allow for safe transport by Customer. Customer shall orient Maxim Personnel on the transportation and emergency protocol. Customer will make all determinations on Placement.

**Section 4.2 Orientation and Evaluation.** Customer will provide Personnel with orientation of Customer's policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student's with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Maxim. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Maxim to provide additional recourses for training and orientation.

**Section 4.3 Supplies.** Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

**Section 4.4 Float Policy.** Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer's requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the

applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

**Section 4.5 Right to Dismiss.** If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Maxim. Maxim will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Maxim and provide reasonable detail(s) for the dismissal. Customer will provide Maxim with any reports it provides to any governing oversight agency(ies) as a result of Maxim Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation.

**Section 4.6 Work Environment and OSHA.** Customer will provide a clean and properly maintained workspace(s) for Maxim to conduct the Services that will enable Maxim to safely provide Services to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Maxim will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

**Section 4.7 Notification of Incidents and Claims.** Customer agrees to notify Maxim of any incident involving Maxim Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Maxim documentation of any investigation conducted. Maxim and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

**Section 4.8 Maxim Timeclock.** The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Maxim reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via Maxim Timeclock. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Maxim; notwithstanding this, Customer and Maxim agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

## **ARTICLE V. CONVERSION OF PERSONNEL**

**Section 5.1 Non-Solicitation.** For a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate

or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Maxim during the term of this Agreement. Customer understands and agrees that Maxim is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Maxim in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

**Section 5.2 Placement Fee.** Notwithstanding this Article V, Customer may hire or contract with any Maxim Personnel provided by Maxim if Customer pays Maxim a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

**Section 5.3 Breach of Conversion of Personnel Section.** In the event that Customer hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify Maxim, the Placement Fee that applies is no less than 150% of that set forth above.

## ARTICLE VI. INVOICING, PAYMENT, AND TAXES

**Section 6.1 Invoicing.** Maxim will supply Personnel under this Agreement at the rate(s) listed in the Attachment(s) to this Agreement. Maxim will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail:  
Invoicing Contact:  
Invoicing Address:

**Section 6.2 Payment.** All amounts are due and payable within thirty (30) days from the date of invoice. Maxim's preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. If any portion of an amount billed by Maxim under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Maxim of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

**Section 6.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

**Section 6.4 Annual Rate Increases.** Customer agrees to and accepts annual rate increases at the percentage listed on "Attachment A" of this Agreement.

**Section 6.5 Customer Bankruptcy or Insolvency.** Customer agrees that in the event Customer files bankruptcy, (i) to the extent Maxim pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Maxim prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Maxim has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

**Section 6.6 Assurances.** In the event Maxim in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Maxim may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Maxim may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Maxim applies the prepayment deposit in accordance with this Section at such time that concern about Customer's impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

**Section 6.7 Transaction Taxes.** Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Maxim. If Customer provides Maxim with a valid tax exemption certificate in accordance with local laws covering the Services provided by Maxim, Maxim will not collect Transaction Taxes.

## **ARTICLE VII. RELATIONSHIP OF THE PARTIES**

**Section 7.1 Independent Legal Entities.** Maxim and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Maxim nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

**Section 7.2 Use of Contractors.** Maxim may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article IX hereof; or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Maxim will ensure that any Contractor Personnel provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

**Section 7.3 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Maxim or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

## ARTICLE VIII. ASSIGNMENT SERVICES

**Section 8.1 Assignment Services.** As part of the Services outlined herein, Maxim provides Assignment Services for a specific term and length of the time, and agrees to assign Assignment Personnel to work such specified assignments agreed to and confirmed in writing by the Parties, as set forth in "Attachment C." To the extent Assignment Personnel are utilized for such length and time the terms of Article VIII apply as indicated.

**Section 8.2 Interviews.** Maxim will provide Customer with Assignment Personnel candidate(s) available to provide Assignment Services, as applicable, and will provide all pertinent information requested by Customer for an interview. Customer has the opportunity and reserves the right to conduct a telephone interview with any Assignment Personnel prior to Assignment Services commencing. Maxim assumes no liability if said Assignment Personnel fail(s) to meet Customer's requirements. Additionally, Customer will not be relieved of paying Maxim the established fees set forth in this Agreement for said Assignment Services.

**Section 8.3 Assignment Cancellation by Maxim.** Maxim reserves the right to cancel the term of Assignment Personnel with written notification to Customer. Maxim will endeavor to provide a qualified replacement for cancelled Assignment Personnel within fourteen (14) days from the date of notification.

**Section 8.4 Assignment Cancellation by Customer.** Customer agrees to utilize Assignment Personnel for the specified period of time outlined in the "Attachment C" Assignment Confirmation. Should Customer staffing needs change and Customer wishes to cancel Assignment Personnel already being utilized on contract, Customer must give Maxim fourteen (14) days' notice before cancellation date. If Customer does not provide required notice, Customer will be required to pay Maxim a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancelation notice).

**Section 8.5 Assignment Confirmations.** Each Assignment Services request will be confirmed in writing with the applicable Base Rate or Assignment Personnel Rate to be charged for Assignment Personnel to work a specific assignment set forth in Assignment Confirmations as "Attachment C." Hourly rates include reimbursement for ordinary and necessary travel expense for meals incurred by Assignment Personnel, as accounted for on the invoice or periodic statement, where Customer is acknowledged to be subject to limitation on deduction under IRC § 274 and related regulations. As needed, Customer should request information beyond the accounting provided to comply with their obligation(s). If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) will govern.

**Section 8.6 Assignment Confirmation Delivery.** Assignment Confirmations will be sent via electronic mail, or other means as agreed upon by the Customer and Maxim. In the event that Customer fails to respond to the Assignment Confirmation within forty-eight (48) hours, the Customer will be deemed to have accepted the terms in said Assignment Confirmation and Customer will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.



## ARTICLE IX. ADDITIONAL SERVICES

**Section 9.1 Locum Tenens Coverage.** Should Customer request Locum Tenens providers from Maxim, the Parties shall enter into a separate Agreement or Statement of Work for Locum Tenens coverage.

**Section 9.2 Assignment or Subcontracting.** Maxim can assign or subcontract this Agreement with written notice to Customer for the purpose of providing additional Contractors, Personnel for fulfilling the requirements of this Agreement, or to provide a workforce management solution by its subsidiary, Sunburst Workforce Advisors, LLC to Customer. Should Customer request utilization of a workforce solution, the Parties shall enter into a separate Service Agreement with Maxim's Subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Service Agreement will govern use of the workforce solution.

## ARTICLE X. INSURANCE

**Section 10.1 Maxim Insurance.** Maxim will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering temporary staffing Services provided by Personnel. Maxim will provide a certificate of insurance evidencing such coverage upon written request by Customer.

**Section 10.2 Customer Insurance.** Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Customer will give Maxim prompt written notice of any material change in Customer coverage. Customer shall name Maxim as an additional insured on its general liability policy.

## ARTICLE XI. INDEMNIFICATION

**Section 11.1 Indemnification by Maxim.** Maxim agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Maxim's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Maxim of Section 3.2 or Section 3.3.

**Section 11.2 Indemnification by Customer** – Customer agrees, at its own expense, to indemnify, defend, and hold harmless Maxim and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

**Section 11.3 Indemnification Procedures** – The Party seeking indemnification under this Article XI (the “**Indemnified Party**”) shall notify the other Party (the “**Indemnifying Party**”) promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party’s prior written consent.

## ARTICLE XII. LIMITATION OF LIABILITY

**Section 12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**Section 12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO MAXIM BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT OR THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.**

## ARTICLE XIII. DISPUTE RESOLUTION

**Section 13.1 Dispute Resolution.** Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

**Section 13.2 Dispute Resolution Process.** To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party’s representative in the negotiation. The other Party shall have ten (10) business days to designate its

own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

**Section 13.3 Inability to Resolve.** If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

## **ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA**

### **Section 14.1 Confidentiality.**

**A. Maxim/Customer Information.** Subject to applicable intellectual property federal law(s), the Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party, and may be classified as trade secret or proprietary information. Each of the Parties agree that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret or confidential information of the Party, including, without limitation, information with respect to the Party's customers, cost structure, and/or business strategy or business methods at any time used, developed, or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

**B. Disclosure of Maxim/ Customer Partnership.** From time to time, Maxim lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Maxim may disclose the partnership between Maxim and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Maxim/Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

**C. Student Information:** In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Maxim, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If Maxim is provided access to students' records, Maxim shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Maxim shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

D. The obligations set forth in this Article XIV shall survive the termination of this Agreement.

**Section 14.2 Data Security.** Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all computer systems, networks, and/or data related to the services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Maxim or Maxim Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Maxim with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Maxim, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

**Section 14.3 Aggregate Statistical Usage.** Customer acknowledges and agrees that Maxim will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Maxim shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Maxim, Maxim Personnel, and Contractors affiliated with Maxim under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Maxim customers, so as to be non-specific to any individual Customer.

#### **ARTICLE XV. TERMINATION**

**Section 15.1. Termination for Convenience.** Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

**Section 15.2 Termination for Cause.** If payment default occurs, Maxim may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

**Section 15.3 Post Termination Obligations.** Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

#### **ARTICLE XVI. GENERAL TERMS**

**Section 16.1 Non-discrimination.** Neither Maxim nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current,

or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

**Section 16.2 Compliance with Laws.** Maxim agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Maxim reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

**Section 16.3 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

**Section 16.4 Assignment of Agreement.** Customer may not assign this Agreement without the prior written consent of Maxim, and such consent will not be unreasonably withheld. Maxim may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Maxim, and/or (iii) a name change by Maxim.

**Section 16.5 Attorneys' Fees.** In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

**Section 16.6 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Pleasant View Elementary School  
District  
,Porterville,  
California  
ATTN: Mark Odsather

Maxim Healthcare Staffing Services, Inc.  
  
7227 Lee DeForest Drive  
Columbia, MD 21046  
ATTN: Contracts Department

COPY TO:  
Maxim Healthcare Staffing Services, Inc.  
5201 California Ave., Bakersfield, CA,  
93309, United States of America  
ATTN: Natalie Jensen

**Section 16.7 Headings.** The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

**Section 16.8 Merger.** This Agreement constitutes the entire contract between Customer and Maxim regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

**Section 16.9 Amendment.** No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1(a), Section 16.2, and Attachment(s).

**Section 16.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Customer and Maxim have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth

PLEASANT VIEW ELEMENTARY  
SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING  
SERVICES, INC.:



Signature of Authorized Representative

Signature of Authorized Representative



Printed Name & Title

Printed Name & Title

4/20/23

Date

Date

**ATTACHMENT "A"**  
**CUSTOMER REQUESTED PERSONNEL AND RATES - April 19, 2023**

**School Work Site.** This "Attachment A" shall apply to the following School Work Site(s):

Work Site Name	Address	Work Site Contact
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**Base Rates.** Base Rates for the following positions shall apply. Where Base Rate on "Attachment C" is differing, "Attachment C" shall control.

Positions	Rate \$ (per hour)
BCBA	\$120
Behavior Tech	\$50
Special Education Teacher	\$75 - 85
School Aide	\$37
LVN	\$54
Occupational Therapist	\$80 - 110
Physical Therapist	\$80 - 110
Occupational Therapy Assistant	\$75 - 85
Physical Therapist Assistant	\$75 - 85
RN	\$85 - 100
Psychologist School	\$85 - 110
Sign Language Interpreter	\$70.00 – 85
Speech Language Pathologist	\$95 - 125
Speech Language Pathologist Assistant	\$70 - 85
CNA/MA/EMT	\$38
Social Worker	\$85 - 110

**Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

**Weekend.** Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

**Orientation.** Base Rate(s) will be billed for all time spent in required Customer orientation.

**Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

**Holidays.** Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Christmas Day

**Changes.** Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to "Attachment A" by execution of subsequent "Attachment A" document(s).



**Attachment "B"**  
**PRE-ASSIGNMENT SCREENING**

- I. **School Health Services, Related Services, and Special Education Personnel Requirements.** Maxim will supply Customer with School Health Services, Related Services and Special Education Services Personnel requested in Attachment "A" who meet the following criteria, if the role involves the provision of health and mental health services. These roles include but are not limited to: RN Certified Nurse, RN School, BCBA, Behavior Tech, Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:
- a. Conduct a criminal background screening in accordance with applicable law;
  - b. Verify current license, registration, or certification, including CPR, for the Services to be provided, if applicable to role;
  - c. Skills assessment checklist of competencies for the position and an exam, if applicable
  - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file;
  - e. Verify relevant professional and specialty expertise as requested by Customer;
  - f. Receive employment verification;
  - g. Confirm Personnel are authorized to work;
  - h. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- II. **Education Personnel Requirements.** Maxim will supply Customer with requested Related Services Personnel in Attachment "A" performing education services who meet the following criteria. These roles include but are not limited to the following: Special Education Teacher, Social Worker, School Counselor, Sign Language Interpreter, Admin Teacher Orientation and Mobility, Behavioral Classroom Aide (WA), Speech Language Pathologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:
- a. Conduct a criminal background screening in accordance with applicable law;
  - b. Receive employment verification;
  - c. Verify, license, certification or certification, if applicable to the role;
  - d. Verify relevant professional and specialty expertise as requested by Customer;
  - e. Confirm Personnel are authorized to work;
  - f. Perform federal exclusion checks including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- III. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening for Maxim Personnel, Customer shall provide Maxim with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Customer agrees

that Personnel may begin assignment following completion of a successful Customer background screening.

**ATTACHMENT "C"  
ASSIGNMENT CONFIRMATION**

Maxim and Customer hereby agree the following Personnel will be assigned to Customer's Work Site, listed below, under the terms and conditions outlined below and according to the Agreement signed between Customer and Maxim.

Customer and Maxim understand and agree that this assignment is contingent upon verification of Personnel's compliance with the Agreement and the pre-assignment screening requirements in "Attachment B" prior to the assigned start date. To the extent that the rates set forth herein differ from the rates in "Attachment A" the rates set forth herein shall govern for the length of the Assignment start and end dates, and with renewal of the Agreement.

Customer Name:	Pleasant View Elementary
School Work Site Address:	14004 Road 184, Duarte CA 93257
Confirmation Date:	4/20/23

Customer hereby agrees to sign/return this document **WITHIN 48 BUSINESS HOURS** of the date listed above and understands that failure to do so may result in the delay of the assignment start date, and/or additional charges as defined in the Agreement.

Personnel Name, Discipline:	
Assigned Unit/Department:	
Float Requirement:	

Assignment Start Date:	
Assignment End Date:	
Guaranteed Weekly Hours/Schedule:	
Approved Time-Off:	

Base Bill Rate:	
Overtime and Holiday Rates:	
On Call/Call Back Rates:	
Approved Orientation Rate/Hrs.:	
Special Provisions:	

Authorized signature below indicates agreement to utilize Maxim Personnel under of ALL of the conditions specified above. The Staffing Services Agreement between Customer and Maxim shall govern any/all additional provisions that affect this assignment and/or the business relationship between the parties.

\_\_\_\_\_  
Authorized Customer Representative Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

Please email a signed copy of this confirmation back to E-MAIL ADDRESS. Thank you.

**Policy 0430: Comprehensive Local Plan For Special Education**

Status: DRAFT

Original Adopted Date: 09/02/2008 | Last Revised Date: 09/08/2020

The Governing Board recognizes its obligation to provide a free appropriate public education to all individuals with disabilities, aged 3 to 21 years, who reside in the district.

In order to meet the needs of individuals with disabilities, the district shall participate as a member of a Special Education Local Plan Area (SELPA) with other districts and the county office of education pursuant to Education Code 56195.1.

The district shall enter into agreements with other members of the SELPA in accordance with Education Code 56195.1 and 56195.7. Consistent with these agreements, the district shall adopt policies governing the programs and services it operates. (Education Code 56195.8)

The Superintendent or designee shall work with the other members of the SELPA to develop a local plan for the education of individuals with disabilities. The plan shall be approved by the Board and the other members of the SELPA, and shall be submitted to the SPI. (Education Code 56195.1)

Each year, the Superintendent or designee shall provide to the Board any data and/or information regarding the special education funding generated by the district as supplied by the SPI and the SELPA in accordance with Education Code 56836.148.

The local plan shall be reviewed at least once every three years and updated as needed to ensure the information contained in the plan remains relevant and accurate. The local plan shall be updated cooperatively by a committee of representatives of special and regular education teachers and administrators selected by the groups they represent and with participation by parent/guardian members of the community advisory committee, or parents/guardians selected by the community advisory committee, to ensure adequate and effective participation and communication. (Education Code 56195.9)

Special education programs and services shall be reviewed on an ongoing basis. The results of such evaluations shall be used to identify and correct any program deficiencies.

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Exhibit 2  
5-16-2023

**Regulation 0430: Comprehensive Local Plan For Special Education**

Status: DRAFT

Original Adopted Date: 09/02/2008 | Last Revised Date: 09/08/2020

**Definitions**

*Free appropriate public education (FAPE)* means special education and related services that are provided at public expense, under public supervision and direction, and without charge; meet the standards of the California Department of Education, including the requirements of 34 CFR 300.1-300.818; include appropriate preschool, elementary school, or secondary school education for individuals between the ages of 3 and 21; and are provided in conformity with an individualized education program (IEP) that meets the requirements of 34 CFR 300.320-300.324. (Education Code 56040; 34 CFR 300.17, 300.101, 300.104)

*Least restrictive environment* means that, to the maximum extent appropriate, students with disabilities, including individuals in public or private institutions or other care facilities, be educated with individuals who are nondisabled, including the provision of nonacademic and extracurricular services and activities. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in the regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. (Education Code 56040.1; 34 CFR 300.107, 300.114, 300.117)

**Elements of the Local Plan**

The local plan developed by the Special Education Local Plan Area (SELPA) shall include, but not be limited to: (Education Code 56122, 56205, 56206)

1. Policies, procedures, and programs, that are consistent with state laws, regulations, and policies and 20 USC 1412(a), 20 USC 1413(a)(1), and 34 CFR 300.201 governing the following:
  - a. Free appropriate public education
  - b. Full educational opportunity
  - c. Child find and referral
  - d. Individualized education programs, including development, implementation, review, and revision
  - e. Least restrictive environment
  - f. Procedural safeguards
  - g. Annual and triennial assessments
  - h. Confidentiality
  - i. Transition from the Infants and Toddlers with Disabilities programs pursuant to 20 USC 1431 to the preschool program
  - j. Children in private schools
  - k. Compliance assurances, including general compliance with the federal Individuals with Disabilities Education Act (20 USC 1400-1482), Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794), the federal Americans with Disabilities Act of 1990 (42 USC 12101-12213), related federal regulations, and Education Code 56000-56865
  - l. A description of the governance and administration of the local plan in accordance with Education Code 56205(a)(12)
  - m. Personnel qualification to ensure that personnel, including special education teachers and personnel and paraprofessionals are appropriately and adequately prepared and trained in accordance with Education Code 56058 and 56070 and 20 USC 1412(a)(14) and 1413(a)(3)

- n. Performance goals and indicators
  - o. Participation in state and districtwide assessments, including assessments described in 20 USC 6301 et seq. and alternate assessments in accordance with 20 USC 1412(a)(16), and reports relating to assessments
  - p. Supplementation of state, local, and other federal funds, including nonsupplantation of funds
  - q. Maintenance of financial effort
  - r. Opportunities for public participation before adoption of policies and procedures
  - s. Suspension and expulsion rates
  - t. Access to instructional materials by blind individuals with exceptional needs and others with print disabilities in accordance with 20 USC 1412(a)(23)
  - u. Overidentification and disproportionate representation by race and ethnicity of children as individuals with exceptional needs, including children with disabilities with a particular impairment described in 20 USC 1401 and 1412(a)(24)
  - v. Prohibition of mandatory medication use pursuant to Education Code 56040.5 and 20 USC 1412(a)(25)
2. An annual budget plan, including descriptions of the SELPA's allocation plan in accordance with Education Code 56836-56845, all revenues by revenue source received by the SELPA specifically for the purpose of special education, a breakdown of the distribution of funds to each LEA within the SELPA, projected total special education expenditures by each LEA, projected total expenditures by the SELPA and the LEAs within the SELPA, projected funding to be received specifically for regionalized operations, and a breakdown of projected SELPA operating expenditures
  3. An annual service plan, describing the services to be provided by each LEA, regardless of whether the LEA participates in the local plan, including the nature of the services and the physical location at which the services will be provided. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.
  4. Beginning July 1, 2027, an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating for purposes of assuring effective outcomes for students with disabilities, including a description of:
    - a. Support the governing board of the SELPA will provide to participating agencies in achieving the goals, actions, and services identified in their local control and accountability plans
    - b. The ways in which the governing board of the SELPA will connect participating agencies in need of technical assistance to the statewide system of support
    - c. The services, technical assistance, and support the governing board of the SELPA will provide to meet the required policies, procedures, and programs specified in Education Code 56205
  5. A description of programs for early childhood special education from birth through five years of age
  6. A description of the method by which members of the public, including parents/guardians of individuals with exceptional needs who are receiving services under the plan, may address questions or concerns pursuant to Education Code 56205
  7. A description of a dispute resolution process, including mediation and arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan
  8. Verification that the plan has been reviewed by the community advisory committee in accordance with

Education Code 56205 and that the committee had at least 30 days to conduct this review before submission of the local plan to CDE

9. A description of the process being utilized to refer students for special education instruction pursuant to Education Code 56303
10. A description of the process being utilized to oversee and evaluate placements in nonpublic, nonsectarian schools, the method of ensuring that all requirements of each student's IEP are being met, and a method for evaluating whether the student is making appropriate educational progress
11. A description of how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environment

The local plan, annual budget plan, annual service plan, and annual assurances support plan shall be written in language that is understandable to the general public. They shall be adopted at a public hearing of the SELPA, for which notice of the hearing shall be posted in each school in the SELPA at least 15 days before the hearing. (Education Code 56205)

#### **Availability of the Plan**

The Superintendent or designee shall post on the district's web site the approved local plan, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans. A complete copy of the local plan, annual budget plan, annual service plan, annual assurances support plan, and policies and procedures shall be held on file in the district office and shall be accessible to any interested party. (Education Code 56205.5)

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## Regulation 0450: Comprehensive Safety Plan

Status: ADOPTED

Original Adopted Date: 11/01/2011 | Last Revised Date: 12/01/2022 | Last Reviewed Date: 12/01/2022

### Development and Review of Comprehensive School Safety Plan

The school site council shall consult with local law enforcement, the local fire department, and other first responders in the writing and development of the comprehensive school safety plan. When practical, the school site council shall also consult with other school site councils and safety planning committees. (Education Code 32281, 32282)

The school site council may delegate the responsibility for developing a comprehensive safety plan to a school safety planning committee composed of the following members: (Education Code 32281)

1. The principal or designee
2. One teacher who is a representative of the recognized certificated employee organization
3. One parent/guardian whose child attends the school
4. One classified employee who is a representative of the recognized classified employee organization
5. Other members, if desired

Before adopting the comprehensive safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting: (Education Code 32288)

1. The local mayor
2. A representative of the local school employee organization
3. A representative of each parent/guardian organization at the school, including the parent teacher association and parent teacher clubs
4. A representative of each teacher organization at the school
5. A representative of the school's student body government
6. All persons who have indicated that they want to be notified

In addition, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. Representatives of local religious organizations
2. Local civic leaders
3. Local business organizations

### Content of the Safety Plan

Each comprehensive safety plan shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.



The plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164-11174.3
2. Routine and emergency disaster procedures including, but not limited to:
  - a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act
  - b. An earthquake emergency procedure system in accordance with Education Code 32282
  - c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations
4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079
5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4
6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"
7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school
8. A safe and orderly school environment conducive to learning
9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5
10. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions

Among the strategies for providing a safe environment, the comprehensive safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution
2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations
3. Strategies aimed at preventing potential incidents involving crime and violence on school campuses, including vandalism, drug and alcohol abuse, gang membership and violence, hate crimes, bullying, including bullying committed personally or by means of an electronic act, teen relationship violence, and discrimination and harassment, including sexual harassment
4. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education and literacy, character/values education, social and emotional learning, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence
5. Parent/guardian involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus
6. Provision of safety materials and emergency communications in language(s) understandable to

parents/guardians

7. Annual notification to parents/guardians related to the safe storage of firearms
8. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students
9. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction
10. District policy prohibiting the possession of firearms and ammunition on school grounds
11. Measures to prevent or minimize the influence of gangs on campus
12. Procedures for receiving verification from law enforcement when a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime
13. Procedures for the early identification and threat assessment of, and appropriate response to, suspicious and/or threatening digital media content
14. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus
15. Independent security assessment of the school's network infrastructure and selected web applications to identify vulnerabilities and provide recommendations to improve cybersecurity
16. Guidelines for the roles and responsibilities of mental health professionals, athletic coaches, community intervention professionals, school counselors, school resource officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:
  - a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement
  - b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support
  - c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity
17. Strategies for suicide prevention and intervention
18. District policy and/or plan related to pandemics
19. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff
20. Crisis prevention and intervention strategies, which may include the following:
  - a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate
  - b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)
  - c. Assignment of staff members responsible for each identified task and procedure

- d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan
  - e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media
  - f. Communication with parents/guardians of reunification plans and the necessity of cooperating with first responders
  - g. Development of a method for the reporting of violent incidents
  - h. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling
21. Training on assessment and reporting of potential threats, violence prevention, and intervention techniques. Such training shall include preparation to implement the elements of the safety plan
  22. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants
  23. Continuity of operations procedures to ensure that the district's essential functions are not disrupted during an emergency, to the extent possible

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

#### State References

#### Description

5 CCR 11987-11987.7	School Community Violence Prevention Program requirements
5 CCR 11992-11993	Definition; persistently dangerous schools
CA Constitution Article 1, Section 28	Right to Safe Schools - <a href="https://simbli.eboardsolutions.com/SU/4uKslshNFWJwiWPc9Z3j2hmaA==">https://simbli.eboardsolutions.com/SU/4uKslshNFWJwiWPc9Z3j2hmaA==</a>
Ed. Code 200-262.4	Prohibition of discrimination - <a href="https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAbNL6kKkgxQ==">https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAbNL6kKkgxQ==</a>
Ed. Code 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 32270	School safety cadre
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32290	Safety devices
Ed. Code 35147	School site councils and advisory committees
Ed. Code 35183	School dress code; uniforms
Ed. Code 35266	Reporting of cyber attacks
Ed. Code 35291	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 41020	Requirement for annual audit
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49079	Notification to teacher; student act constituting grounds for suspension or expulsion
Ed. Code 49390-49395	Homicide threats
Ed. Code 67381	Availability of information regarding crimes

## Policy 0460: Local Control And Accountability Plan

Original Adopted Date: 10/01/2017 | Last Revised Date: 12/01/2022 | Last Reviewed Date: 12/01/2022

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions which are aligned with the district budget and facilitate continuous improvement of district practices.

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education (SBE), that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and two subsequent fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula (LCFF). (Education Code 42238.02)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. (Education Code 52052)

Beginning July 1, 2025, if the district is identified by the California Department of Education (CDE) as needing an improvement plan pursuant to 34 CFR 300.600-300.647, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. However, if the district adopts an improvement plan after being identified, but before July 1, 2025, the IDEA Addendum shall be developed upon expiration of the adopted improvement plan, but no later than July 1, 2028, whichever occurs first. The IDEA addendum shall be developed, reviewed, and approved in conjunction with and in the same manner as the LCAP and the annual update to the LCAP, and shall be submitted to CDE within 15 days of adoption by the Board. (Education Code 52064.3)

The Superintendent or designee shall review the school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

The LCAP shall also be aligned with other district and school plans, to the extent possible, in order to minimize duplication of effort and provide clear direction for program implementation.

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

### Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

### **Public Review and Input**

The Board shall establish a parent advisory committee to provide advice on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include parents/guardians of unduplicated students as defined above and parents/guardians of students with disabilities. (Education Code 52063; 5 CCR 15495)

Beginning July 1, 2024, unless a student advisory committee is established to provide advice to the Board and Superintendent, two students shall be included as full members of the parent advisory committee. The students shall serve for a renewable term of one full school year. (Education Code 52063)

Student members of the parent advisory committee or the student advisory committee shall represent the diversity of the district's students, including geographical, socioeconomic, cultural, physical, and educational diversity, and particular effort shall be made to reach out to at-risk or disadvantaged students to serve as members of such committees. (Education Code 52063)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners to review and comment on the LCAP. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s).

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

### **Adoption of the Plan**

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

### Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the budget, and the budget overview with the County Superintendent of Schools. (Education Code 42127, 52064.1, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

### Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

The Superintendent or designee shall seek and/or accept technical assistance or other intervention that may be required pursuant to Education Code 52071 or 52072 when a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the LCAP.

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State References

5 CCR 15494-15497

Ed. Code 17002

Ed. Code 305-306

Ed. Code 33430-33436

Ed. Code 41020

Ed. Code 41320-41322

Ed. Code 42127

Ed. Code 42238.01-42238.07

Ed. Code 44258.9

Ed. Code 47604.33

Ed. Code 47606.5

Ed. Code 48985

### Description

Local control and accountability plan and spending requirements

State School Building Lease-Purchase Law, including definition of good repair -

<https://simbli.eboardsolutions.com/SU/SWCTtYtHLbJV2oTkKplusAVTw==>

English language education

Learning Communities for School Success Program; grants for LCAP implementation

Requirement for annual audit

Emergency apportionments

Public hearing on budget adoption

Local control funding formula

County superintendent review of teacher assignment

Submission of reports by charter schools

Charter schools; local control and accountability plan

Notices to parents in language other than English

**Regulation 0460: Local Control And Accountability Plan**

Original Adopted Date: 10/01/2017 | Last Revised Date: 12/01/2022 | Last Reviewed Date: 12/01/2022

**Goals and Actions Addressing State and Local Priorities**

The district's local control and accountability plan (LCAP) and annual updates shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:
  - a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002
  - b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency
  - c. Parent/guardian involvement and family engagement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, and students with disabilities
  - d. Student achievement, as measured by all of the following as applicable:
    - i. Statewide assessments of student achievement
    - ii. The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University; have successfully completed career technical education (CTE) sequences or programs of study that align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692; and have successfully completed both college entrance courses and CTE sequences or programs
    - iii. The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
    - iv. The English learner reclassification rate
    - v. The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher
    - vi. The percentage of students who demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301
  - e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable
  - f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

- g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03
- h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

2. Any goals identified for any local priorities established by the Board.

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in Items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by Items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality review conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on the California School Dashboard. (Education Code 52060)

### **Increase or Improvement in Services for Unduplicated Students**

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. (5 CCR 15494-15496)

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
2. Describe how such services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.

### **Availability of the Plan**

The Superintendent or designee shall prominently post the LCAP, any updates or revisions to the LCAP, including the IDEA Addendum as applicable, and the LCFF budget overview for parents/guardians on the homepage of the district's web site. (Education Code 52064.1, 52064.3, 52065)

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### **State References**

5 CCR 15494-15497

### **Description**

Local control and accountability plan and spending requirements



**Policy 3250: Transportation Fees**

**Original Adopted Date:** 12/01/1992 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 12/01/2022

Whenever the cost of providing student transportation exceeds funding provided by the state, the Governing Board may charge fees for home-to-school student transportation and other transportation services as expressly authorized by law.

The Superintendent or designee shall annually submit proposed transportation fee schedules for Board approval.

The transportation fee shall be waived for any student who is eligible for free or reduced-price meals, who is an English learner, or who is a foster youth. (Education Code 39807.5)

At the recommendation of the Superintendent or designee, the Board may also approve a waiver of a transportation fee for any group of district students.

In addition, no charge shall be made for any transportation of a student with a disability. (Education Code 39807.5)

Students receiving free transportation shall not be identified by the use of special bus passes, tickets, lines, seats, or any other means. They shall in no way be treated differently from other students, nor shall their names be published, posted, or announced in any manner or used for any purpose other than the transportation program.

The Board shall certify to the County Superintendent of Schools that the district has levied fees in accordance with law and that, in the event that excess fees have been charged, the fees have been reduced and excess fee revenue eliminated. (Education Code 39809.5)

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**State References**

5 CCR 350

Ed. Code 10900-10914.5

Ed. Code 10913

Ed. Code 35330

Ed. Code 39800-39860

Ed. Code 39801.5

Ed. Code 39807.5

Ed. Code 39809.5

Ed. Code 39837

Ed. Code 41850

Ed. Code 42238.02

Ed. Code 49014

Ed. Code 49557-49558

Ed. Code 56026

**Description**

Fees not permitted

Community recreation programs -

<https://simbli.eboardsolutions.com/SU/2plusoQINP9plus8k2kxekeluvFw==>

Fees for uses of school buses for community recreation purposes -

<https://simbli.eboardsolutions.com/SU/yqjrwj2jlslhxfZEkcUSABLg==>

Field trips and excursions; student fees

Transportation

Transportation for adults

Payment of transportation costs by parents

Excess fees; adjustments

Transportation to summer employment program

Transportation to regional occupational center or program

Local Control Funding Formula

Public School Fair Debt Collection Act

Applications for free and reduced-price meals

Individual with exceptional needs

**Management Resources References**

**Description**

**Regulation 3250: Transportation Fees**

**Original Adopted Date:** 05/01/2019 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 12/01/2022

When approved by the Governing Board, the district may charge transportation fees for students traveling to and from school. (Education Code 39807.5)

With Board approval, the district may also charge transportation fees for:

1. Participants in a community recreation program offered pursuant to Education Code 10900-10914.5 (Education Code 10913, 39835)
2. Students traveling between the regular full-time schools of attendance and regular full-time occupational classes provided by a regional occupational center or program (Education Code 39807.5)
3. Matriculated or enrolled adults traveling to and from school, or adults pursuing other educational purposes (Education Code 39801.5)
4. Students traveling to and from a place of employment during summer in connection with a summer employment program for youth (Education Code 39837)

The total amount received by the district from the state and parent/guardian fees shall not exceed the actual operating cost of home-to-school transportation during the fiscal year. If excess fees are collected due to errors in estimated costs, fees shall be reduced in succeeding years. (Education Code 10913, 39801.5, 39809.5, 39837)

Bus passes and tickets shall be sold, electronically, if available, and at all district schools and at the district office. No money shall be collected on school buses.

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**State References**

**Description**

5 CCR 350	Fees not permitted
Ed. Code 10900-10914.5	Community recreation programs - <a href="https://simbli.eboardsolutions.com/SU/2plusoOINP9plus8k2kxekeluvFw==">https://simbli.eboardsolutions.com/SU/2plusoOINP9plus8k2kxekeluvFw==</a>
Ed. Code 10913	Fees for uses of school buses for community recreation purposes - <a href="https://simbli.eboardsolutions.com/SU/yqjrwj2jshxfZEkcUSABlg==">https://simbli.eboardsolutions.com/SU/yqjrwj2jshxfZEkcUSABlg==</a>
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 39800-39860	Transportation
Ed. Code 39801.5	Transportation for adults
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39809.5	Excess fees; adjustments
Ed. Code 39837	Transportation to summer employment program
Ed. Code 41850	Transportation to regional occupational center or program
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49557-49558	Applications for free and reduced-price meals
Ed. Code 56026	Individual with exceptional needs

**Management Resources References**

**Description**

**Regulation 3260: Fees And Charges**

**Original Adopted Date:** 03/01/2019 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 12/01/2022

When approved by the Governing Board, the Superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for athletic team members, with an exemption providing for the district to pay the cost of the insurance for any team member who is financially unable to pay (Education Code 32221)
2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)
3. Expenses of students' participation in a field trip or excursion within the state or to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)
4. Student fingerprinting program, as long as the fee does not exceed the actual costs associated with the program (Education Code 32390)
5. School camp programs in outdoor science education, conservation education, or forestry operated pursuant to Education Code 8760-8774, provided that the fee is not mandatory and no student is denied the opportunity to participate for nonpayment of the fee (Education Code 35335)
6. Reimbursement to the district for the direct cost of materials used by students to fabricate property they will take home for their own possession and use, such as wood shop, art, or sewing projects kept by students (Education Code 17551)
7. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student, and an exemption is made for any student with a disability, or any student who is eligible for free or reduced-price meals, any student who is an English learner, or any student who is a foster youth. (Education Code 39807.5)
8. Transportation for students to and from their places of employment in connection with any summer employment program for youth (Education Code 39837)
9. Deposit for school band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)
10. An adult education or secondary school community service class in civic, vocational, literacy, health, family and consumer sciences, technical, and general education, not to exceed the cost of maintaining the class (Education Code 51810-51815)
11. Eye safety devices worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the district's actual costs (Education Code 32033)
12. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)
13. Actual cost of duplication for reproduction of the prospectus of school curriculum or for copies of public records (Education Code 49091.14; Government Code 6253)
14. Food sold at school, subject to the California Universal Meals Program, free and reduced-price meal program eligibility, and other restrictions specified in law (Education Code 38084, 49501.5)
15. In accordance with law, replacement cost or reimbursement for lost or willfully damaged district books,

supplies, or property, or for district property loaned to a student that the student fails to return (Education Code 19910-19911, 48904)

16. Tuition for district school attendance by an out-of-state or out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)
17. Adult education books, materials, transportation, and classes, except that no fee may be charged for classes in elementary subjects, classes for which high school credit is granted when taken by a person who does not hold a high school diploma, or classes in English and citizenship (Education Code 39801.5, 52612, 60410)
18. Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is exempted from fees by law (Education Code 8211, 8213, 8252-8254)
19. Participation in a before-school, after-school, or intersession program that is funded as an After School Education and Safety (ASES) program, 21st Century Community Learning Center (21st CCLC), 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program, or Expanded Learning Opportunity (ELO) program, provided that fees are waived or reduced for families with students who are eligible for free or reduced-price meals and, in regard to ASES and 21st CCLC programs, fees are not charged if the district knows the student is a homeless or foster youth (Education Code 8422, 8482.6, 46120)
20. Advanced Placement and International Baccalaureate Diploma examinations for college credits, as long as the examination is not a course requirement and the results have no impact on student grades or credits in the course

### Collection of Debt

Before pursuing payment of any debt that has accumulated from unpaid permissible fees, the Superintendent or designee shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student. The invoice shall reference district policies related to debt collection and the rights established pursuant to Education Code 49014 and 49557.5. For each payment received, the district shall provide a receipt to the parent/guardian. (Education Code 49014)

The Superintendent or designee shall not sell debt owed by a parent/guardian of a student or former student. (Education Code 49014)

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### State References

### Description

5 CCR 350	Fees not permitted
5 CCR 4600-4687	Uniform complaint procedures
CA Constitution Article 9, Section 5	Common school system - <a href="https://simbli.eboardsolutions.com/SU/5LDHgacpLGqiftuxZapsIshQg==">https://simbli.eboardsolutions.com/SU/5LDHgacpLGqiftuxZapsIshQg==</a>
Ed. Code 17453.1	District sale or lease of Internet appliances or personal computers to parents of students
Ed. Code 17551	Property fabricated by students
Ed. Code 19910-19911	Offenses against libraries
Ed. Code 32033	Eye protective devices
Ed. Code 32221	Insurance for athletic team member
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 35330-35332	Field trips
Ed. Code 35335	School camp programs

## **Policy 3460: Financial Reports And Accountability**

**Original Adopted Date:** 11/01/2004 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 12/01/2022

The Governing Board is committed to ensuring public accountability and the fiscal health of the district. The Board shall adopt sound fiscal management policies and practices, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

The Superintendent or designee shall ensure that district financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). The Superintendent or designee shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

When required by law or the Board, the Superintendent or designee shall submit to the Board reports of the district's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When submission of any such report to a local, state, and/or federal agency requires prior Board approval, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report without breaking any applicable submission deadline.

The Board shall regularly assess the district's financial position and communicate the results to the public, and shall use financial reports to determine the actions and budget amendments, if any, that are needed to ensure the district's financial stability. If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall take action to resolve these conditions without delay. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to provide the district with needed advice or fiscal management or training.

### **Unaudited Actual Receipts and Expenditures**

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the district's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

### **Gann Appropriations Limit Resolution**

On or before September 15, the Board shall, at a regular or special meeting, adopt a resolution identifying, pursuant to Government Code 7900-7914, the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

### **Interim Reports/Certification of Ability to Meet Fiscal Obligations**

Each fiscal year, the Superintendent or designee shall submit two interim reports to the Board. The first report shall cover the district's financial and budgetary status for the period ending October 31 and the second report shall cover the period ending January 31. These reports and supporting data shall be made available by the district for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and, on the basis of the interim report and any additional financial information known by the Board, shall certify in writing whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years

2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

If the district's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

Whenever the district receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent. (Education Code 42131)

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the district's fund and cash balances through June 30. (Education Code 42131)

If at any time during the fiscal year, the County Superintendent concludes that the district's budget does not comply with the standards and criteria for financial stability and conducts a comprehensive review of the district's financial and budgetary conditions, the Board shall review any report of the County Superintendent's findings and recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of the Board's proposed actions on the recommendation. (Education Code 42637)

### **Audit Report**

By April 1 of each year, the Board shall provide for an annual audit of the district's books and accounts. (Education Code 41020)

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

Except when, as determined by the Education Audits Appeal Panel, no otherwise eligible auditor is available, a public accounting firm whose lead or coordinating audit partner having primary responsibility for the audit or whose audit partner responsible for reviewing the audit has performed audit services for the district in each of the six previous fiscal years shall not be selected to perform a district audit. (Education Code 41020)

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

## Audit Committee

The Board may appoint an audit committee composed of staff knowledgeable about fiscal matters, other staff, and representatives of the community.

The committee shall serve in an advisory capacity and may:

1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5
2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit
3. Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses
4. Participate with the independent auditor in presenting the audit report to the Board
5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting
6. Provide input on the effectiveness of the independent auditor
7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems

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**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State References

2 CCR 1859.104

5 CCR 15060

5 CCR 15070

5 CCR 15440-15451

5 CCR 15453-15464

5 CCR 19810-19816.1

Ed. Code 1240

Ed. Code 14500-14508

Ed. Code 17070.10-17079.30

Ed. Code 17150-17150.1

Ed. Code 17170-17199.5

Ed. Code 33127

Ed. Code 33128

Ed. Code 33129

Ed. Code 35035

### Description

Leroy F. Greene School Facilities Program; reporting requirements - <https://simbli.eboardsolutions.com/SU/tR4Nz9gBf6HslshNNplus3lquQwQ==>

Standardized account code structure

Submission of reports using standardized account code structure

Criteria and standards for school district budgets

Criteria and standards for school district interim reports

Audits

County superintendent of schools; duties -

<https://simbli.eboardsolutions.com/SU/zxiNLNKXQ1Z3w2H1beZIA==>

Financial and compliance audits -

<https://simbli.eboardsolutions.com/SU/ExlLRgXIGIFUpluskbtjAagJg==>

Leroy F. Greene School Facilities Act -

<https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg==>

Public disclosure of non-voter-approved debt -

<https://simbli.eboardsolutions.com/SU/nuHTCc4wlq8BirS8egAI9w==>

California School Finance Authority -

<https://simbli.eboardsolutions.com/SU/pjzTbdonCFPeq45e9kk37g==>

Standards and criteria for local budgets and expenditures

Standards and criteria; inclusions

Standards and criteria; use by local agencies

Powers and duties of the superintendent; transfer authority

## Regulation 3460: Financial Reports And Accountability

Status: ADOPTED

Original Adopted Date: 04/01/2014 | Last Revised Date: 12/01/2022 | Last Reviewed Date: 12/01/2022

### Interim Reports

Each interim report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. (Education Code 42130, 42131)

Interim reports shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected local control funding formula (LCFF) revenue, salaries and benefits, other revenues and expenditures, and facilities maintenance. For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

An interim report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

### Audit Report

The Superintendent or designee shall establish a timetable for the completion and review of the annual audit within the deadlines established by law.

The Superintendent or designee shall provide the necessary financial records and cooperate with the independent auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

The district audit shall include all income and expenditures by source of funds, including the student body and cafeteria funds and accounts, state and federal grant funds, and any other funds under the district's control or jurisdiction, as well as an audit of student attendance procedures. The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan. (Education Code 41020)

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

### Report on Expenditures of State Facilities Funds



When the district participates in the school facilities program pursuant to Education Code 17070.10-17079.30, the Superintendent or designee shall annually report a detailed list of all expenditures of state facilities funds, including interest, and of the district's matching funds for completed projects until all such funds are expended. The report shall identify expenditures on a project-by-project basis, reflect completed projects that were reimbursed within that fiscal year, and clearly indicate the list of projects that have been completed. (Education Code 41024; 2 CCR 1859.104)

Audits of facilities projects shall be concluded within one year of project completion and shall be included as part of the district's audit for the fiscal year in which the project is reported as completed. A project shall be deemed completed when any of the following conditions is met: (Education Code 41024; 2 CCR 1859.104)

1. When the notice of completion for the project has been filed, all outstanding invoices, claims, and change orders have been satisfied, and the facility is currently in use by the district
2. Three years from the date of the final fund release for an elementary school project
3. Four years from the date of the final fund release for a middle or high school project

### **Fund Balance**

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law
3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

### **Negative Balance Report**

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

### **Lease Accounting**

Any lease agreement involving the district, whether as lessor or lessee, shall be classified as a short-term lease, a contract that transfers ownership, or a lease other than short-term lease and contract that transfers ownership. District financial statement disclosures and schedules related to any lease shall comply with the standards specified in GASB 87.

### **Non-Voter-Approved Debt Report**

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent of Schools and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

### Other Postemployment Benefits Report

In accordance with GASB Statement 75, the district's financial statements shall report the expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at an open meeting of the Board. (Education Code 42140)

The district's financial obligation for OPEBs shall be reevaluated every two years in accordance with GASB 75.

### Workers' Compensation Claims Report

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

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#### State References

2 CCR 1859.104

5 CCR 15060

5 CCR 15070

5 CCR 15440-15451

5 CCR 15453-15464

5 CCR 19810-19816.1

Ed. Code 1240

Ed. Code 14500-14508

Ed. Code 17070.10-17079.30

Ed. Code 17150-17150.1

Ed. Code 17170-17199.5

Ed. Code 33127

Ed. Code 33128

Ed. Code 33129

#### Description

Leroy F. Greene School Facilities Program; reporting requirements - <https://simbli.eboardsolutions.com/SU/tR4Nz9gBf6HslshNNplus3lquQwQ==>

Standardized account code structure

Submission of reports using standardized account code structure

Criteria and standards for school district budgets

Criteria and standards for school district interim reports

Audits

County superintendent of schools; duties - <https://simbli.eboardsolutions.com/SU/zxiNblNKXQ1Z3w2H1beZIA==>

Financial and compliance audits - <https://simbli.eboardsolutions.com/SU/ExlLRgXIGIFUpluskbtjAagJg==>

Leroy F. Greene School Facilities Act - <https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg==>

Public disclosure of non-voter-approved debt - <https://simbli.eboardsolutions.com/SU/nuHTCc4wlq8BirS8egAI9w==>

California School Finance Authority - <https://simbli.eboardsolutions.com/SU/pjzTbdonCFPeq45e9kk37g==>

Standards and criteria for local budgets and expenditures

Standards and criteria; inclusions

Standards and criteria; use by local agencies

## Policy 3515: Campus Security

Original Adopted Date: 03/01/2007 | Last Revised Date: 12/01/2022 | Last Reviewed Date: 12/01/2022

The Governing Board is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures, which may be included in the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

### Reporting Threats

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

*Threat or perceived threat* means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator.

### Surveillance Systems

In consultation with the district's school site council, safety planning committee, other relevant stakeholders, and staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations around school buildings and grounds. These signs shall state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur and that the recordings may be used in disciplinary proceedings and/or referred to local law enforcement, as appropriate.

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

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## Regulation 3515: Campus Security

Original Adopted Date: 06/01/1996 | Last Revised Date: 12/01/2022 | Last Reviewed Date: 12/01/2022

The Superintendent or designee shall develop a campus security plan which contributes to a positive school climate, fosters social and emotional learning and student well-being, and includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic.

2. Secure buildings and interior spaces from outsiders and discourage trespassing

These strategies may include installing locks, requiring visitor registration, providing staff and student identification tags, and patrolling places used for congregating and loitering.

3. Secure the district's network infrastructure and web applications from cyberattacks

These strategies may include performing an independent security assessment of the district's network infrastructure and selected web applications.

4. Discourage vandalism and graffiti

These strategies may include plans to immediately cover graffiti and implement campus beautification.

5. Control access to keys and other school inventory

6. Detect and intervene with school crime

These strategies may include creating a school watch program, increasing adult presence and supervision, establishing an anonymous crime reporting system, monitoring suspicious and/or threatening digital media content, analyzing school crime incidents, and collaborating with local law enforcement agencies, including providing for law enforcement presence.

Additionally, all staff shall be made aware of their responsibilities regarding the immediate reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.

All staff shall receive training in building and grounds security procedures and emergency response.

### Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside. (Education Code 17075.50, 17583; 24 CCR 1010.2, 1010.2.8.2)

### Keys

The principal or designee shall be responsible for all keys used in a school. Keys shall be issued only to authorized employees who regularly need a key in order to carry out job responsibilities.

The principal or designee shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

Keys shall never be loaned to students, parents/guardians, or volunteers, nor shall the master key ever be loaned.

Any person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State References

24 CCR 1010.2

24 CCR 1010.2.8.2

CA Constitution Article 1, Section 28

Ed. Code 17070.10-17079.30

Ed. Code 17583

Ed. Code 32020

Ed. Code 32211

Ed. Code 32280-32289.5

Ed. Code 35160

Ed. Code 35160.1

Ed. Code 35266

Ed. Code 38000-38005

Ed. Code 49050-49051

Ed. Code 49060-49079

Ed. Code 49390-49395

Gov. Code 11549.3

Pen. Code 469

Pen. Code 626-626.11

### Description

Door operations

Lockable doors from the inside

Right to Safe Schools -

<https://simbli.eboardsolutions.com/SU/4uKslshNFWJwiWPc9Z3j2hmaA==>

Leroy F. Greene School Facilities Act -

<https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg==>

Classroom security locks; modernization projects

School gates; entrances for emergency vehicles

Threatened disruption or interference with classes

School safety plans

Authority of governing boards

Broad authority of school districts

Reporting of cyber attacks

Security departments

Searches by school employees

Student records

Homicide threats

Independent security assessment

Unauthorized making, duplicating or possession of key to public building

Weapons on school grounds and other school crimes

### Federal References

20 USC 1232g

34 CFR 99.3

6 USC 665k

### Description

Family Educational Rights and Privacy Act (FERPA) of 1974

Definition of education records

Federal Clearinghouse on School Safety Evidence-Based Practices

### Management Resources References

Attorney General Opinion

Attorney General Opinion

California Department of Education Publication

Court Decision

Court Decision

National Institute of Justice Publication

US DOE Publication

### Description

75 Ops.Cal.Atty.Gen. 155 (1992)

83 Ops.Cal.Atty.Gen. 257 (2000)

Safe Schools: A Planning Guide for Action Workbook, 2002

Brannum v. Overton County School Board (2008) 516 F. 3d 489

New Jersey v. T.L.O. (1985) 469 U.S. 325

The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999

FAQs on Photos and Videos under FERPA

## **Regulation 3516.2: Bomb Threats**

**Original Adopted Date:** 09/01/1991 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 12/01/2022

To maintain a safe and secure environment for district students and staff, the Superintendent or designee shall ensure that the district's emergency and disaster preparedness plan and/or each school's comprehensive safety plan includes procedures for managing bomb threats. Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

### **Receiving Threats**

Any staff member receiving a bomb threat by telephone shall try to keep the caller on the line for as long as possible in order to gather information about the location and timing of the bomb and the person(s) responsible. To the extent possible, the staff member should also take note of the caller's gender, age, any distinctive features of voice or speech, and any background noises such as music, traffic, machinery, or voices. The staff member should not hang up, even if the caller does, and copy the number and/or letters on the telephone's display, if available.

If the bomb threat is received through regular mail or in writing, the staff member who receives it should handle the letter, note, or package as minimally as possible. If the threat is received through electronic means, such as email, text messaging, or social media, the staff member should not delete the message.

### **Response Procedure**

The following procedure shall be followed when a bomb threat is received:

1. Any employee or other school official who receives a bomb threat shall immediately call 911 and report the threat or perceived threat to law enforcement. The employee shall also report the threat to the Superintendent or designee.

If the threat is in writing, the employee shall rewrite the threat exactly as is on another sheet of paper, including the date, time and location the document was found, any conditions surrounding the discovery or delivery of the document, and the full names of any other employees who saw the threat. The employee shall secure the document and not alter it in any way. If the document is small and/or removable, the employee shall place it in a bag or envelope.

If the threat is electronic, the employee shall leave the message open, and print, photograph, or copy the message and subject line, and note the date and time of the message.

2. Any student or employee who sees a suspicious package should not touch, tamper with, or move the item, and shall immediately notify law enforcement and the Superintendent or designee.
3. The Superintendent or designee shall immediately contact law enforcement if not yet done, assess the situation, ensure the area is secured, and initiate standard evacuation procedures as specified in the emergency plan.
4. The Superintendent or designee shall turn off any two-way radio equipment which is located in a threatened building.

Law enforcement and/or fire department staff shall conduct the bomb search. No school staff, students, parents/guardians, or others on campus shall search for or handle any explosive or incendiary device.

No one shall reenter the threatened building(s) until the Superintendent or designee declares that reentry is safe based on law enforcement and/or fire department clearance.

To the extent possible, the Superintendent or designee shall maintain communications with staff, parents/guardians, the Governing Board, other governmental agencies, and the media during the period of the incident.

Following the incident, the Superintendent or designee shall provide crisis counseling for students and/or staff as needed.

Any employee or student found to have made a bomb threat shall be subject to disciplinary procedures and/or criminal prosecution.

### Staff Training

The Superintendent or designee shall provide training regarding the assessment and reporting of potential threats and procedures for managing bomb threats to district and site administrators, safety personnel, teachers, and other staff members, as appropriate.

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State References

Ed. Code 44810  
Ed. Code 48900  
Ed. Code 49390-49395  
Ed. Code 51202  
Pen. Code 148.1  
Pen. Code 17  
Pen. Code 245

### Description

Willful interference with classroom conduct  
Grounds for suspension or expulsion  
Homicide threats  
Instruction in personal and public health and safety  
False report of explosive or facsimile bomb  
Felony, misdemeanor, classification of offenses  
Assault with deadly weapon

### Federal References

6 USC 665k

### Description

Federal Clearinghouse on School Safety Evidence-Based Practices

### Management Resources References

U.S. Dept. of Homeland Security Publication  
U.S. Dept. of Homeland Security Publication

### Description

Bomb Threat Guidance  
Bomb Threat Checklist

Website

California State Threat Assessment System -  
<https://simbli.eboardsolutions.com/SU/CX8ou4hFcTRJKH zwyPRczQ==>

Website

CSBA District and County Office of Education Legal Services -  
<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==>

Website

California Department of Education, Safe Schools -  
<https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QPo821fOy9pg==>

Website

U.S. Department of Homeland Security -  
<https://simbli.eboardsolutions.com/SU/md2yQ1dESjoilf4HhNBn5g==>

Website

CSBA -  
<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>

### Cross References

0450

Comprehensive Safety Plan -  
<https://simbli.eboardsolutions.com/SU/Q7gil8GDAxZA23W9BEbNBw==>

0450

Comprehensive Safety Plan -  
<https://simbli.eboardsolutions.com/SU/rdIFkXtkL04nPQ7EChV5kQ==>

1112

Media Relations -  
<https://simbli.eboardsolutions.com/SU/slhIpe1iHlslshJABaNkEITAw==>

1313

Civility -  
<https://simbli.eboardsolutions.com/SU/cERNNraryLpslshslshprqyRyAw==>

## Policy 3540: Transportation

Original Adopted Date: 06/01/1992 | Last Revised Date: 12/01/2022 | Last Reviewed Date: 12/01/2022

The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance, and reduce tardiness. In determining the extent to which the district will provide transportation services, the Board shall weigh student and community needs against the cost of providing such services.

The Superintendent or designee shall recommend to the Board economical, environmentally sustainable, and appropriate means of providing transportation services. The district's transportation services may be provided by means of a joint powers agreement, a cooperative student transportation program, or a consortium, as permitted by law.

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

### Transportation Plan

The Superintendent or designee shall develop a transportation plan in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents/guardians, students, and other stakeholders. (Education Code 39800.1)

The transportation plan shall be presented to and adopted by the Board at an open meeting, with the opportunity for in-person and remote public comment, and shall be updated annually by April 1. (Education Code 39800.1)

The transportation plan shall include descriptions of the following: (Education Code 39800.1)

1. The transportation services offered to students
2. How transportation services will be prioritized for low-income students, students in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive
3. The transportation services accessible to students with disabilities and homeless children and youth, as defined pursuant to the federal McKinney-Vento Homeless Assistance Act (42 USC 11301)
4. How unduplicated students, as defined in Education Code 42238.02, will be able to access available home-to-school transportation at no cost

### Transportation Contracts

The Board may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802-39803)

### Expenses and Fees

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)



The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and BP/AR 3250 - Transportation Fees.

### Safety and Monitoring

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators, and parents/guardians.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of district-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State References

13 CCR 2025

5 CCR 14100-14103

5 CCR 15240-15343

5 CCR 15253-15272

Ed. Code 35330

Ed. Code 35350

Ed. Code 39800

Ed. Code 39800-39860

Ed. Code 39801

Ed. Code 39802-39803

Ed. Code 39806

Ed. Code 39807

Ed. Code 39807.5

Ed. Code 39808

Ed. Code 41850-41854

Ed. Code 41860-41862

Ed. Code 42238.02

Ed. Code 45125.1

Ed. Code 52311

Gov. Code 3540-3549.3

Pen. Code 637.7

Veh. Code 2807

### Description

Retrofitting of diesel school buses -

<https://simbli.eboardsolutions.com/SU/pWRAqnJz71uosnnovuAPRg==>

Use of school buses and school pupil activity buses

Allowances for student transportation

District records related to transportation

Field trips and excursions; student fees

Authority to transport pupils

Powers of governing board to provide transportation to and from school

Transportation

Contract with County Superintendent of Schools to provide transportation

Bids and contracts for transportation services

Payments to parents in lieu of transportation

Food and lodging payments in lieu of transportation

Payment of transportation costs by parents

Transportation for private school students

Allowances for transportation

Supplemental allowances for transportation

Local Control Funding Formula

Criminal records summary; employees of contracting entity

Regional occupational centers; transportation

Educational Employment Relations Act

Electronic tracking devices

School bus inspection

### Management Resources References

### Description

**Policy 5131.7: Weapons And Dangerous Instruments**

Status: DRAFT

**Original Adopted Date:** 05/04/2010

The Governing Board recognizes that students and staff have the right to a safe and secure campus free from physical and psychological harm and desires to protect them from the dangers presented by firearms and other weapons.

**Possession of Weapons**

The Board prohibits any student from possessing weapons, imitation firearms, or other dangerous instruments, as defined in law and administrative regulation, in school buildings, on school grounds, when using district provided transportation, at school-related or school-sponsored activities away from school, or while going to or coming from school.

If a student is in possession of a prohibited weapon, imitation firearm, or dangerous instrument which creates a threat or perceived threat of a homicidal act, any employee or other school official who is alerted to or observes such threat shall immediately report the threat to law enforcement.

Under the power granted to the Board to protect the safety of students, staff, and others on district property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds.

The principal or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7961)

Unless a student has obtained prior written permission as specified below, a student possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations.

All staff shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.

**Advance Permission for Possession of a Weapon for Educational Purposes**

The parent/guardian of a student who desires to possess a firearm, imitation firearm, or other prohibited weapon on school grounds for an educational purpose shall submit a written request to the principal, at least five school days in advance of the planned possession which explains the planned use of the weapon and the duration, together with a written explanation from the staff person responsible for the school-sponsored activity or class.

The principal may grant permission for such possession when it is determined that possession of a firearm, imitation firearm, or other prohibited weapon on school grounds is necessary for a school-sponsored activity or class or as part of the educational program. Factors that shall be considered include, but are not limited to, the planned use of the weapon, the duration and location of the planned use, whether an audience is expected, and any perceived adverse effects to the safety and well-being of students or staff. If the principal grants such permission, the student and staff person shall be provided with a written explanation regarding any limitations and the permissible duration of the student's possession.

When the principal or designee grants permission, all necessary precautions shall be taken to ensure the safety of all persons on school grounds and the safe keeping of the weapon, including, but not limited to, inspecting a firearm to verify that no live ammunition is present. Any permitted weapon shall be stored in a locked vehicle or in an appropriate, locked container before and after its authorized use.

Any student granted permission to possess a weapon may be suspended and/or expelled if the weapon is possessed or used inappropriately.

### **Possession of Pepper Spray**

To prevent potential misuse that may harm students or staff, students are prohibited from carrying tear gas or tear gas weapons such as pepper spray on campus or at school activities.

### **Reporting of Dangerous Objects**

The Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The Superintendent or designee shall also inform staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

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**Regulation 5131.7: Weapons And Dangerous Instruments**

Status: DRAFT

**Original Adopted Date:** 05/04/2010

Prohibited weapons and dangerous instruments include, but are not limited to: (Education Code 48915, 49330; Penal Code 626.10, 16100-17360, 30310)

1. Firearms: pistols, revolvers, shotguns, rifles, machineguns, "zip guns," "stun guns," tasers, cane guns, camouflaging firearms, and any other device from which is expelled through a barrel and capable of propelling a projectile by the force of an explosion or other form of combustion
2. Ammunition or reloaded ammunition
3. Knives, razor blades, and box cutters: any dirks, daggers (or concealed dirks or daggers), cane swords, ice picks, or other weapons with a fixed, sharpened blade fitted primarily for stabbing, weapons with a blade fitted primarily for stabbing, weapons with a blade longer than 3-1/2 inches, folding knives with a blade that locks into place, switchblade knives, and razors with an unguarded blade
4. Explosive and/or incendiary devices: pipe bombs, time bombs, rockets or rocket propelled projectile launchers, cap guns, bullets containing or carrying an explosive agent, containers of inflammable fluids, and other hazardous devices or concealed explosive substances
5. Any instrument that expels a metallic projectile, such as a BB or a pellet, through the force of air pressure, carbon dioxide pressure, or spring action, or any spot marker gun
6. Any other dangerous device, instrument, or weapon, including those defined in Penal Code 16000-34370, including a blackjack, slingshot, billy, nunchaku, sandclub, sandbag, metal knuckles, or any metal plate with three or more radiating points with one or more sharp edges designed for use as a weapon
7. Any imitation firearm, defined as a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm

Any employee may take any weapon or dangerous instrument from the personal possession of a student while the student is on school premises or under the authority of the district. (Education Code 49331, 49332)

In determining whether to take possession of the weapon or dangerous instrument, the employee shall use the employee's own judgment as to the dangerousness of the situation and, based upon this analysis, shall take one of the following actions:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately notify the local law enforcement agency and the principal

When informing the principal about the possession of a weapon or dangerous instrument, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of the possession.

The principal shall report any possession of a weapon or dangerous instrument to the student's parents/guardians by telephone or in person, and shall follow this notification with a letter.

The employee shall retain possession of the instrument until the risk of its use as a weapon has dissipated or, upon the request of the student's parent/guardian, until the parent/guardian appears and personally takes possession. (Education Code 49331, 49332)

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### Regulation 5141.3: Health Examinations

Original Adopted Date: 06/01/1996 | Last Revised Date: 12/01/2022 | Last Reviewed Date: 12/01/2022

Cautionary Notice: Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities, including scoliosis screening, when the Budget Act does not provide reimbursement during that fiscal year. As a result, districts should determine whether the Budget Act for the current fiscal year allows for the suspension of these requirements, and if so, suspend certain provisions of the following administrative regulation related to scoliosis screening. For more information, the district should consult CSBA's District and County Offices of Education Legal Services or district legal counsel.

The principal at each school shall notify parents/guardians of the rights of students and parents/guardians related to health examinations. (Education Code 48980; 20 USC 1232h)

A parent/guardian may annually file with the principal a written statement withholding consent to the child's physical examination. Any such student shall be exempt from any physical examination but shall be subject to exclusion from attendance when contagious or infectious disease is reasonably suspected. (Education Code 49451; 20 USC 1232h)

#### Vision Tests

Each student's vision shall be appraised, by the school nurse or other personnel authorized under Education Code 49452, during the kindergarten year or upon first enrollment or entry in a district elementary school and subsequently in grades 2, 5, and 8. However, a student who is tested upon first enrollment or entry in the district in grade 4 or 7 shall not be required to be appraised in the next immediate year. (Education Code 49455)

The vision appraisal shall include tests for visual acuity, including near vision. Male students shall also be tested once for color vision in grade 1 or later and the results of the appraisal shall be entered in the student's health record. (Education Code 49455)

Appraisal of a student's vision may be waived under either of the following conditions: (Education Code 49455)

1. The student's parent/guardian requests a waiver and presents a certificate from a physician/surgeon, physician assistant, or optometrist showing the results of an examination of the student's vision, including visual acuity and, in male students, color vision.
2. The student's parents/guardians file with the principal a written statement that they adhere to the faith or teachings of any well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles depend for healing upon prayer in the practice of their religion.

Visual defects or any other defects found as a result of the vision examination shall be reported to the parent/guardian with a request that remedial action be taken to correct or cure the defect. The report of a visual defect, if made in writing, shall be made on a form prescribed by the Superintendent of Public Instruction. The report shall not include a referral to any private practitioner. However, the student may be referred to a public clinic or diagnostic and treatment center operated by a public hospital or by the state, county, or city department of public health. (Education Code 49456)

In addition to the vision appraisals described above, the school nurse and/or classroom teacher shall continually and regularly observe students' eyes, appearance, behavior, visual performance, and perception that may indicate vision difficulties. (Education Code 49455)

#### Eye Examinations for the Purpose of Eyeglasses

In addition to the vision appraisals described above, the district may enter into a memorandum of understanding with a nonprofit eye examination provider, including a mobile provider, to provide noninvasive eye examinations at a district school exclusively for the purpose of providing eyeglasses. (Education Code 49455.5)

Prior to any eye examination, the school shall notify parents/guardians of the upcoming eye examination and include

a form that allows them to opt their child out of the examination. Parents/guardians who have submitted a general opt-out written statement in accordance with Education Code 49451 are deemed to have opted out. (Education Code 49455.5)

Parents/guardians whose child receives an eye examination shall be provided a report by the provider in accordance with Education Code 49456. (Education Code 49455.5)

### **Hearing Tests**

The Superintendent or designee shall provide for the administration of hearing tests to district students by personnel authorized to conduct such testing pursuant to Education Code 49452 and 49454 and in accordance with the procedures specified in 17 CCR 2951.

Each student shall be given a hearing screening test at the following times: (17 CCR 2951)

1. Kindergarten or grade 1
2. Grade 2
3. Grade 5
4. Grade 8
5. Grade 10 or 11
6. Upon first entry into the California public school system

Each student enrolled in a special education program, other than those enrolled because of a hearing problem, shall be given a hearing test when enrolled in the program and every third year thereafter. Hearing tests may be given more frequently as needed, based on the individualized education program team's evaluation of the student. (17 CCR 2951)

A follow-up hearing threshold test shall be administered to any student who fails to respond to any of the required frequencies in the screening test or is otherwise determined to need further evaluation. (17 CCR 2951)

The Superintendent or designee shall provide written notification of test results to the parents/guardians of any student who fails the hearing tests. When the test results fall within the levels specified in 17 CCR 2951 or there is evidence of pathology, such as an infection of the outer ear, chronic drainage, or a chronic earache, the notification shall include a recommendation that a further medical and audiological evaluation be obtained. (17 CCR 2951)

The dates and results of all screening tests and copies of threshold tests shall be included in the student's health records. (17 CCR 2951)

The principal or designee shall prepare an annual report of the school hearing testing program, using forms provided by the Department of Health Services, with copies to the Superintendent and the County Superintendent of Schools. (17 CCR 2951)

### **Scoliosis Screening**

Each female student in grade 7 and each male student in grade 8 shall be screened for scoliosis. (Education Code 49452.5)

The parent/guardian of any student suspected of having scoliosis shall receive a notice which includes an explanation of scoliosis and describes the significance of treatment at an early age. This notice shall also describe the public services available for treatment and include a referral to appropriate community resources. (Education Code 49452.5)

### **Type 1 Diabetes Information**

The Superintendent or designee shall provide parents/guardians of children enrolled in elementary school for the first time, or with the annual notifications pursuant to Education Code 48980, an information sheet developed by the California Department of Education (CDE) regarding type 1 diabetes as specified in Education Code 49452.6.

### Type 2 Diabetes Information

Because type 2 diabetes in children is a preventable and treatable disease, parents/guardians are encouraged to have their child screened by an authorized health care practitioner for risk factors of the disease, including excess weight, and to request tests of their child's blood glucose to determine if the child has type 2 diabetes or pre-diabetes.

The Superintendent or designee shall provide parents/guardians of incoming students in grade 7, or with the annual notifications pursuant to Education Code 48980, an information sheet developed by CDE regarding type 2 diabetes, which includes: (Education Code 49452.7)

1. A description of the disease and its risk factors and warning signs
2. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes be screened for the disease
3. A description of the different types of diabetes screening tests available
4. A description of treatments and prevention methods

The Superintendent or designee may provide information to parents/guardians regarding public or private sources from which they may receive diabetes screening and education services for free or at reduced costs.

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

#### State References

17 CCR 2950-2951

5 CCR 3027

5 CCR 3028

5 CCR 590-596

Ed. Code 44871-44879

Ed. Code 48980

Ed. Code 49400-49414.5

Ed. Code 49422

Ed. Code 49450-49458

Ed. Code 49460-49466

Gov. Code 17581.5

H&S Code 120325-120380

H&S Code 121475-121520

H&S Code 124025-124110

H&S Code 1685-1686

#### Description

Hearing tests -  
<https://simbli.eboardsolutions.com/SU/MedMEQ0Cedro066RKeINDw==>

Hearing and vision screening for special education

Audiological screening

Vision screening

Employment qualifications

Parent/Guardian notifications

Student health; general powers of school boards

Supervision of health and physical development

Physical examinations of students

Development of standardized health assessments

Specific costs mandated by the state

Immunization against communicable diseases

Tuberculosis tests for students

Child Health and Disability Prevention Program

Audiometrists

#### Federal References

20 USC 1232g

#### Description

Family Educational Rights and Privacy Act (FERPA) of 1974

**Policy 5142: Safety**

**Original Adopted Date:** 11/01/2002 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 12/01/2022

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and promotes student safety and well-being. Appropriate measures shall be implemented to minimize the risk of harm to students, including, but not limited to, protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, and guiding student participation in educational programs and school-sponsored activities.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

School staff shall be responsible for the proper supervision of students at all times when students are subject to district rules, including, but not limited to, during school hours, school-sponsored activities, before and after-school programs, morning drop-off and afternoon pick-up, and while students are using district provided transportation.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety and emergency procedures, as well as injury and disease prevention.

**Crossing Guards/Student Safety Patrol**

To assist students in safely crossing streets adjacent to or near school sites, the Board may employ crossing guards and/or establish a student safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.

**Student Identification Cards and Safety Information**

Student identification cards of students in grades 7-12 shall have printed on them safety information, including the following: (Education Code 215.5)

1. The National Suicide Prevention Lifeline telephone number and, at the district's discretion, the Crisis Text Line and/or a local suicide prevention hotline telephone number
2. The National Domestic Violence Hotline

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**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
5 CCR 14030	Preliminary procedure, planning and approval of school facilities
5 CCR 14103	Authority of the driver
5 CCR 202	Exclusion of students with a contagious disease
5 CCR 5531	Supervision of extracurricular activities of students
5 CCR 5552	Playground supervision
5 CCR 5570	When school shall be open and teachers present
5 CCR 570-576	School safety patrols
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members



## Regulation 5142: Safety

Original Adopted Date: 07/01/2006 | Last Revised Date: 12/01/2022 | Last Reviewed Date: 12/01/2022

At each school, the principal or designee shall establish emergency procedures, rules for student conduct, and rules for the safe and appropriate use of school facilities, equipment, and materials, consistent with law, Board policy, and administrative regulation. The rules shall be communicated to students, distributed to parents/guardians, and readily available at the school at all times.

### Release of Students

Students shall be released during the school day only to the custody of an adult who is one of the following:

1. The student's custodial parent/guardian
2. An adult authorized on the student's emergency card as an individual to whom the student may be released when the custodial parent/guardian cannot be reached, provided the principal or designee verifies the adult's identity
3. An authorized law enforcement officer acting in accordance with law
4. An adult taking the student to emergency medical care at the request of the principal or designee

### Supervision of Students

Teachers shall be present at their respective rooms and shall open them to admit students not less than 30 minutes before the time that school starts. (5 CCR 5570)

Every teacher shall hold students to a strict account for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

The principal or designee shall require all individuals supervising students to remain alert for unauthorized persons and dangerous conditions, and promptly report any unusual incidents to the principal or designee and file a written report as appropriate.

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

*Threat or perceived threat* means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator.

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Clearly identify supervision zones and require all playground supervisors to remain at a location from which they can observe their entire zone of supervision and be observed by students in the supervision zone
2. Consider the size of the playground area, the number of areas that are obstructed from open view, and the age of the students to determine the ratio of playground supervisors to students

At any school where playground supervision is not otherwise provided, the principal or designee shall provide for

certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions. (5 CCR 5552)

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help prevent problems and resolve conflicts among students. Additionally, all staff and other school officials shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats. The training shall be documented and kept on file.

### **Student Safety Patrols**

A school safety patrol shall be composed of students of the school selected by the principal or designee and shall be allowed to serve only with written consent of the students and their parents/guardians. Patrol members shall be at least 10 years old and in the fifth grade. (Education Code 49302; 5 CCR 571)

School safety patrols shall be used only at those locations where the nature of traffic will permit their safe operation. The locations where school safety patrols are used should be determined jointly with the local law enforcement agency. (5 CCR 572)

Patrol members shall be under the supervision and control of the principal or designee and shall receive training in proper procedures, including, but not limited to, the operations specified in 5 CCR 573-574. Whenever on duty, patrol members shall wear the standard uniform required by 5 CCR 576.

### **Playground Safety**

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. The Superintendent or designee shall have a playground safety inspector certified by the National Playground Safety Institute conduct an initial inspection to aid compliance with applicable safety standards. (Health and Safety Code 115725)

### **Activities with Safety Risks**

Due to concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during school-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

1. Trampolining
2. Scuba diving
3. Skateboarding or use of scooters
4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing
6. Cross-country or downhill skiing
7. Motorcycling
8. Target shooting
9. Horseback riding
10. Rodeo
11. Archery

12. Mountain bicycling
13. Rock climbing
14. Rocketeering
15. Surfing
16. Body Contact Sports
17. Other activities determined by the principal to have a high risk to student safety

As needed, the Superintendent or designee may periodically provide training or instruction to students on the safe use of electric, motorized or nonmotorized bicycles, scooters, skateboards, and roller skates. Any student who rides any such bicycle, scooter, skateboard, or roller skates at school shall wear a properly fitted and fastened bicycle helmet.

#### **Events In or Around a Swimming Pool**

When any on-campus event that is not part of an interscholastic athletic program is sponsored or hosted by the district and is to be held in or around a swimming pool, at least one adult with a valid certification of cardiopulmonary resuscitation training shall be present throughout the duration of the event. (Education Code 35179.6)

#### **Laboratory Safety**

The principal of each school offering laboratory work shall develop procedures for laboratory safety and designate a trained certificated employee to regularly review, update, and implement these procedures.

Students in a laboratory shall be under the supervision of a certificated employee. Students shall be taught laboratory safety, and safety guidelines and procedures shall be posted in science classrooms. Students shall receive continual reminders about general and specific hazards.

Hazardous materials shall be properly used, stored, and disposed of in accordance with law and the district's chemical hygiene plan.

Bloodborne pathogens shall be handled in accordance with the district's exposure control plan.

The district's emergency plan, emergency contact numbers, and first aid supplies shall be readily accessible.

Parents/guardians shall be made aware of the kinds of laboratory activities that will be conducted during the school year.

#### **Hearing Protection**

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee may also provide hearing conservation education to teach students ways to protect their hearing.

#### **Eye Safety Devices**

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed the actual cost to the district. (Education Code 32030, 32031, 32033)

#### **Protection Against Insect Bites**

To help protect students against insect bites or stings that may spread disease or cause allergic reactions, students shall be allowed to apply insect repellent provided by their parents/guardians, when engaging in outdoor activities. Any application of insect repellent shall occur under the supervision of school personnel, and in accordance with the manufacturer's directions.

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State References**

**Description**

5 CCR 14030	Preliminary procedure, planning and approval of school facilities
5 CCR 14103	Authority of the driver
5 CCR 202	Exclusion of students with a contagious disease
5 CCR 5531	Supervision of extracurricular activities of students
5 CCR 5552	Playground supervision
5 CCR 5570	When school shall be open and teachers present
5 CCR 570-576	School safety patrols
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 215.5	Student identification cards; safety information
Ed. Code 32001	Fire alarms and drills
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32030-32034	Eye safety
Ed. Code 32040	Duty to equip school with first aid kit
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32240-32245	Lead-Safe Schools Protection Act
Ed. Code 32250-32254	CDE School Safety and Security Resource Unit
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35179.6	School-sponsored on-campus event in or around swimming pool
Ed. Code 38134	Use of school property
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 44808	Exemption from liability when students are not on school property
Ed. Code 44808.5	Permission for high school students to leave school grounds; notice
Ed. Code 45450-45451	Crossing guards
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 49300-49307	School safety patrols
Ed. Code 49330-49335	Injurious objects
Ed. Code 49341	Hazardous materials in school science laboratories
Ed. Code 49390-49395	Homicide threats
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 51860	Time and facilities for bicycle and scooter safety instruction
Ed. Code 8482-8484.65	After School Education and Safety Program
Gov. Code 810-996.6	California Tort Claims Act
H&S Code 115725-115735	Playground safety

**Regulation 5142.2: Safe Routes To School Program**

**Original Adopted Date:** 07/01/2009 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 12/01/2022

District strategies to improve student safety along routes to school and to promote walking, bicycling, and other forms of active transport to school by students may include:

1. Education activities that promote safety and awareness, such as:
  - a. Instructing students about pedestrian and personal safety related to the use of electric or motorized and nonmotorized bicycles or scooters, including by local law enforcement, organizations specified in Education Code 38134, and public agencies that provide safety instructions on such bicycles and scooters.
  - b. Instructing students about the health, academic, and environmental benefits of walking, bicycling, and other forms of active transport to school
  - c. Offering driver safety information to high school students, parents/guardians, and the community to promote safety around school campuses and routes
2. Encouragement strategies designed to generate interest in active transport to school, such as:
  - a. Organizing or facilitating "walking school buses" and/or "bicycle trains" whereby students walk or bike to school in groups escorted by parents/guardians or other volunteers as needed
  - b. Organizing special events and activities, such as Walk or Bike to School Day, International Walk to School Month, or year-round competitions
  - c. Publicizing the district's efforts in order to build support of parents/guardians and the community, including providing information about the district's safe routes to school program in parent/guardian communications and in any notifications about transportation options
3. Enforcement strategies to deter unsafe behaviors of drivers, pedestrians, and bicyclists, such as:
  - a. Initiating or expanding crossing guard, student safety patrol, and/or parent/guardian safety patrol programs
  - b. Partnering with local law enforcement to help ensure that traffic laws are obeyed in the vicinity of schools and to implement appropriate measures such as placement of speed feedback monitors, ticketing, and/or driver safety campaigns
  - c. Monitoring to ensure that students who bicycle to school or who use skateboards, skates, or nonmotorized scooters wear helmets in accordance with Vehicle Code 21212
4. Engineering strategies that address the design, implementation, operation, and maintenance of traffic control devices or physical measures, such as:
  - a. Working with local government agencies, parents/guardians, school staff, and others as appropriate to gather data about environmental conditions and hazards along routes to school
  - b. Working with local government agencies to make operational and physical improvements that reduce or eliminate hazards, such as reducing motor vehicle traffic speeds in the area and establishing safer and fully accessible crosswalks, walkways, trails, and bikeways
  - c. Assessing the adequacy, accessibility, and safety of bicycle parking at schools and making modifications as needed, such as increasing the number of or relocating bicycle racks and/or equipment storage areas
  - d. Considering safe routes to school when making decisions about siting and designing of new schools
5. Evaluation to assess progress toward program goals, including:

- a. Gathering and interpreting data based on indicators established by the Superintendent and the Governing Board
  - b. Presenting data to the Board, program partners, and the public
  - c. Recommending program modifications as needed
6. Emerging technologies that aid in the prevention and mitigation of accidents
  7. Emergency response in managing injuries after an accident occurs, including, but not limited to, training staff, crossing guards, student and/or parent/guardian safety patrols, and other volunteers who assist with drop-off and pick-up in emergency procedures
  8. Equity, such that resources are distributed in a manner that provides safe access and participation in an equitable manner across the community

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

#### State References

	<b>Description</b>
Ed. Code 32282	Comprehensive safety plan
Ed. Code 38134	Use of school property
Ed. Code 44808	Liability when students are not on school property
Ed. Code 45450-45451	Crossing guards
Ed. Code 51860	Time and facilities for bicycle and scooter safety instruction
Gov. Code 65352.2	General planning; communication between cities, counties and school districts
S&H Code 2380-2385	Active Transportation Program
Streets and Highways Code 894	Statewide safety and training programs; electric bicycles
Veh. Code 21200-21213	Operation of bicycles
Veh. Code 21212	Helmet required for bicycle, nonmotorized scooter, skateboard, skates
Veh. Code 21949-21971	Pedestrian rights and duties
Veh. Code 312.5	Electric bicycle
Veh. Code 406	Moped or motorized bicycle
Veh. Code 407.5	Motorized scooter

#### Federal References

	<b>Description</b>
23 USC 133	Surface transportation block grant program
23 USC 148	Highway safety improvement program
42 USC 1758b	Local wellness policy

#### Management Resources References

	<b>Description</b>
California Dept of Transportation Publication	ATP Purpose and Goals as Defined by the State Legislature and SB 99, March 2015
California Dept of Transportation Publication	Active Transportation Program Fact Sheet, January 2020
Court Decision	Cerna v. City of Oakland (2008) 161 Cal.App.4th 1340
Natl Center for Safe Routes to School Publication	Safe Routes to School Guide

**Policy 5148.2: Before/After School Programs**

Status: DRAFT

Original Adopted Date: 09/02/2008 | Last Revised Date: 05/10/2022

The Governing Board desires to provide learning opportunities for students beyond the regular school day that support the regular education program in a supervised environment. In order to increase academic achievement of participating students, the content of such programs shall be coordinated with the district's vision and goals for student learning, local control and accountability plan, curriculum, and academic standards.

Each program offered by the district shall be planned through a collaborative process as required by law. (Education Code 8422, 8482.5, 8484.75, 46120)

To the extent feasible, the district shall give priority to establishing expanded learning opportunities beyond the regular school day in low-performing schools and/or programs that serve low-income and other at-risk students.

Any expanded learning opportunities, including but not limited to After School Education and Safety Program (ASES), 21st Century Community Learning Center Program (21st CCLC), 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs), Expanded Learning Opportunities Program (ELO) or any other program to be established pursuant to Education Code 8421, 8482.3, 8484.75, or 46120, shall be approved by the Board.

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's expanded learning opportunity programs possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities.

Each before-school, after-school, summer, vacation or intersessional expanded learning opportunity program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, each program may include support services that reinforce the educational component and promote student health and well-being.

No fee shall be charged for participation in the program.

However, for the ASSETs program, a family fee shall be waived or reduced for families with students who are eligible for free or reduced-price meals. (Education Code 8422)

For ASES, 21st CCLC, and/or ELO s programs, no fee shall be charged for a student who is eligible for free or reduced-price meals, or a student who the district knows is a homeless youth or in foster care. In addition, family fees shall be calculated on a sliding scale that considers family income and ability to pay. (Education Code 8482.6, 46120)

Eligible students who are 11 or 12 years of age shall be placed in a before-school or after-school program, if and when available, rather than subsidized child-care and development services. During the time that the before-school or after-school program does not operate, such students may be provided the option of enrolling in child-care and development services in accordance with the enrollment priorities established in AR 5148 - Child Care and Development. (Welfare and Institutions Code 10273)

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

Every three years, the Superintendent or designee shall review the after-school program plan, including, but not limited to, program goals, program content, and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years.

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**Regulation 5148.2: Before/After School Programs**

Status: DRAFT

Original Adopted Date: 09/02/2008 | Last Revised Date: 05/10/2022

**Definitions**

*Expanded learning opportunities* means before school, after school, summer, vacation, and/or intersessional learning programs that focus on developing the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences. Expanded learning opportunities does not mean an extension of instructional time, but rather, opportunities to engage students in enrichment, play, nutrition, and other developmentally appropriate activities. (Education Code 8482.1, 46120)

*Offer access*, with regard to an Expanded Learning Opportunities (ELO) program, means to recruit, advertise, publicize, or solicit through culturally and linguistically effective and appropriate communication channels. (Education Code 46120)

*Provide access*, with regard to an ELO program, means to register or enroll a student in an ELO program. (Education Code 46120)

*Unduplicated student* means a student enrolled in a district who is either classified as an English learner, eligible for a free or reduced-price meal, or is a foster youth. (Education Code 42238.02, 46120)

**Grades TK-9**

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program shall serve students in any of grades TK-9 as the district may determine based on local needs. (Education Code 8482.3, 8484.7, 8484.75, 8484.8)

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs. (Education Code 8484.8; 20 USC 7173)

The district's ELO program shall serve students in grades TK-6. (Education Code 46120)

The district's programs shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies, including city and county parks and recreation departments, local law enforcement, community organizations, and the private sector. As appropriate, the Superintendent or designee may include other stakeholders in such collaborative process. (Education Code 8482.5, 8484.75, 46120)

For the 2022-23 school year, the district shall offer access to ELO programs to all unduplicated students in grades TK-6 and provide access to such programs to at least 50 percent of enrolled unduplicated students. (Education Code 46120)

Commencing with the 2023-24 school year, the district shall offer access to the ELO program to all classroom-based students in grades TK-6. The district shall provide access to any student whose parent/guardian requests placement in an ELO program.

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code 8322)

The district's ASES, 21st CCLC, and ELO program(s) shall be operated in accordance with the following:

1. Program Elements

- a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3, 8484.75, 46120)
- b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3, 8484.75, 46120)

2. Nutrition

- a. Snacks or meals made available in the program shall conform to nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3, 8484.75, 46120; 42 USC 1766-1766a; 7 CFR 226.17)
- b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1, 8484.75)

3. Location of Program

- a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3, 8484.75)
- b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the Superintendent or designee may, with the approval of the Superintendent of Public Instruction, provide services at another school site. Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school. A significant barrier includes any of the following: (Education Code 8482.8, 8484.75)
  - i. Fewer than 20 students participating in the program component
  - ii. Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation
  - iii. A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8, 8484.75)

4. Staffing

- a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, 8484.75, 45330, 45344, 45344.5)
- b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4, 8484.75)
- c. The student-to-staff ratio shall be no more than 20 to 1, except that programs serving transitional kindergarten or kindergarten students shall maintain a student-to-staff member ratio of no more than 10 to 1 (Education Code 8483.4, 8484.75, 46120)

5. Hours of Operation

- a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1, 8484.75)
- b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483, 8484.75)
- c. An ELO program shall provide in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, shall not be less than nine hours of combined instructional time and expanded learning opportunities per instructional day. (Education Code 46120)

#### 6. Admissions

- a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6, 8484.75)
- b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:
  - i. First priority for enrollment shall be given to students who are identified as homeless youth, as defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year, to students who are identified by the program as being in foster care, and to students who are eligible for free or reduced-price meals. (Education Code 8483, 8483.1, 8484.75)

The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)

The district shall inform the parent/guardian of a homeless or foster youth, or student eligible for free or reduced price meals, of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483, 8484.75)

- ii. Second priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1, 8484.75)
- iii. Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulation.
- iv. Any remaining capacity shall be filled by students selected at random.
- v. A waiting list shall be established to accommodate additional students if space becomes available.

#### 7. Attendance/Early Release

- a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that the student participates. An ELO program offered pursuant to Education Code 46120 does not have an attendance requirement, but the district may track student attendance for safety and continuous quality improvement purposes.
- b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival for the before-school program or the reasonable early daily release from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

#### 8. Summer/Intersession/Vacation Programs

- a. ELO programs shall offer no less than nine hours of in-person expanded learning opportunities per day for at least 30 non-school days, during intersessional periods.
- b. A before-school program operating during summer, intersession, and/or vacation days shall be offered

for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)

- c. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)
- d. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)
- e. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)
- f. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

### **Grades 9-12**

The district's 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program shall serve students in any of grades 9-12 as the district may determine based on local needs. (Education Code 8421)

The district's ASSETs program shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422)

The program shall be operated in accordance with the following guidelines:

#### **1. Program Elements**

- a. The program shall include an academic assistance element that is coordinated with the regular academic program and includes, but is not limited to, at least one of the following: (Education Code 8421)
  - i. Tutoring
  - ii. Career exploration, including activities that help students develop the knowledge and skills that are relevant to their career interests and reinforce academic content
  - iii. Homework assistance
  - iv. College preparation, including information about the Cal Grant program pursuant to Education Code 69430-69460
- b. The program shall include an enrichment element that may include, but is not limited to: (Education Code 8421)
  - i. Community service
  - ii. Career and technical education
  - iii. Job readiness
  - iv. Opportunities for mentoring and tutoring younger students
  - v. Service learning

- vi. Arts
  - vii. Computer and technology training
  - viii. Physical fitness
  - ix. Recreation activities
- c. The program shall include a nutritional snack and/or meal and a physical activity element. (Education Code 8423)
  - d. The program shall provide for access to, and availability of, computers and technology. (Education Code 8423)
  - e. The Superintendent or designee shall assess students' preferences for program activities. (Education Code 8423)

## 2. Location of Program

- a. The district's program may operate on one or multiple school sites or at another location approved by CDE. (Education Code 8421)
- b. If applying for a location off school grounds, the Superintendent or designee shall ensure that safe transportation is available for students, if necessary, and the program is at least as available and accessible as similar programs conducted on school sites. (Education Code 8421)

## 3. Hours of Operation

- a. The district's program shall operate for a minimum of 15 hours per week. (Education Code 8421)
- b. The district's program may be operated either after school only or for any combination of after school, before school, weekends, summer, intersession, and vacations. (Education Code 8422)

## Volunteers

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. The volunteer shall also submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

## Reports

The Superintendent or designee shall annually submit to CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis
  2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards
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### Policy 5148.3: Preschool/Early Childhood Education

Original Adopted Date: 11/01/2012 | Last Revised Date: 12/01/2022 | Last Reviewed Date: 12/01/2022

The Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development and acquisition of instructional knowledge, skills, and abilities. The Board desires to provide a supervised and cognitively rich learning environment designed to facilitate the transition to kindergarten for three- and four-year-old children.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

To receive preschool services, a child and the child's parent(s)/guardian(s) shall be required to provide evidence of residency in California. However, any person identified as experiencing homelessness shall only be required to submit a declaration that the person resides in California. (5 CCR 17745)

Preschool eligibility determinations shall be made without regard to a child's immigration status or that of the child's parent(s)/guardian(s) unless the child or the child's parent(s)/guardian(s) are under a final order of deportation from the United States Department of Homeland Security. (5 CCR 17745)

#### District Preschool Programs

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 17701-17711 and the accompanying administrative regulation. (5 CCR 17701)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing

skills and knowledge.

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program.  
(Education Code 8205, 48000)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The Superintendent or designee shall identify dual language learners in district preschool programs, and shall collect and report related data to CDE as required by Education Code 8241.5. The district's preschool program shall include activities and services that meet the needs of dual language learners for support in the development of their home language and English. (Education Code 8203)

The district's preschool program shall serve children with exceptional needs as required by Education Code 8208. Children with exceptional needs attending any CSPP program shall be educated in the least restrictive environment in accordance with 20 USC 1412.

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

The district shall encourage volunteerism by families participating in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (5 CCR 17743; 22 CCR 101218.1)

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8208, 8210, and 8211 and 5 CCR 17746-17748.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's preschool program is offered.

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of preschool children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code 8322)

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 17709-17711)

The district's uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8212; 5 CCR 4610, 4611, 4690-4694, 17781)

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State References

### Description

22 CCR 101151-101191	Licensing and application procedures
22 CCR 101151-101239.2	General requirements; licensed child care centers - <a href="https://simbli.eboardsolutions.com/SU/25FI2slsh36wTFm0vX8xZRbZg==">https://simbli.eboardsolutions.com/SU/25FI2slsh36wTFm0vX8xZRbZg==</a>
22 CCR 101212-101231	Continuing requirements - <a href="https://simbli.eboardsolutions.com/SU/H5IA5aJVfIBKHey0QgRA4A==">https://simbli.eboardsolutions.com/SU/H5IA5aJVfIBKHey0QgRA4A==</a>
22 CCR 101237-101239.2	Facilities and equipment - <a href="https://simbli.eboardsolutions.com/SU/tHhaU35adyWpiEslshHV75I9Q==">https://simbli.eboardsolutions.com/SU/tHhaU35adyWpiEslshHV75I9Q==</a>
5 CCR 14001-14036	School housing
5 CCR 17700-17833	California State Preschool Program
5 CCR 17701-17711	General Program Requirements
5 CCR 17746-17748	Enrollment priorities
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 80105-80125	Commission on Teacher Credentialing; child care and development permits
Ed. Code 17375	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program
Ed. Code 44065	Issuance of and functions requiring credentials
Ed. Code 44256	Authorization for teaching credentials
Ed. Code 48000	Transitional kindergarten
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8203.5	Contracts to provide preschool services
Ed. Code 8205	Definitions
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8208	Eligibility of three- or four-year-old child for state preschool program
Ed. Code 8209	Physical examination and immunizations
Ed. Code 8210	Priority for part-day programs
Ed. Code 8211	Priority for full-day programs



**Regulation 5148.3: Preschool/Early Childhood Education**

Original Adopted Date: 07/01/2015 | Last Revised Date: 12/01/2022 | Last Reviewed Date: 12/01/2022

*Children with exceptional needs* means either of the following:

1. Children under three years of age who have been determined to be eligible for early intervention services pursuant to the California Early Intervention Services Act (Government Code 95000-95029.5) and its implementing regulations. These children include an infant or toddler with a developmental delay or established risk condition, or who is at high risk of having a substantial developmental disability, as defined in Government Code 95014. These children shall have active individualized family service plans (IFSP) and shall be receiving early intervention services.
2. Children 3 to 21 years of age, inclusive, who have been determined to be eligible for special education and related services by an individualized education program team according to the special education requirements contained in Education Code 56000-56865, and who meet eligibility criteria described in Education Code 56026 and 56333-56338 and 5 CCR 3030-3031. These children shall have an active individualized education program (IEP) and shall be receiving early intervention services or appropriate special education.

*Dual language learner children* means children whose first language is a language other than English or children who are developing two or more languages, one of which may be English.

*Three-year-old children* means children who will have their third birthday on or before December 1 of the fiscal year in which they are enrolled in a program approved by the California Department of Education (CDE) under the California State Preschool Program (CSPP). Children who have their third birthday on or after December 2 of the fiscal year, may be enrolled in a CSPP program on or after their third birthday. (Education Code 8205)

*Four-year-old children* means children who will have their fourth birthday on or before December 1 of the fiscal year in which they are enrolled in a CSPP program, or a child whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP program and whose parent or guardian has opted to retain or enroll them in a CSPP program. (Education Code 8205)

When approved by CDE under the CSPP, the district may operate one or more part- or full-day preschool programs in accordance with law and the terms of its contract with CDE.

The district's CSPP program shall include all of the following: (Education Code 8207)

1. Age and developmentally appropriate activities for children
2. Supervision
3. Parenting education and parent engagement
4. Social services that include, but are not limited to, identification of child and family needs and referral to appropriate agencies
5. Health services
6. Nutrition
7. Training and career ladder opportunities, documentation of which shall be provided to CDE
8. Physical activity to support children's health

The district's preschool program shall satisfy all the requirements described in 5 CCR 17701-17711, including, but not limited to, those related to the program philosophy, goals, and objectives, the educational program, the creation of a developmental profile for each child, staff development, family engagement and strengthening, community involvement, health and social services, nutrition, and program evaluation.

## Minimum Hours/Days of Operation

The district's part-day preschool program shall operate a minimum of three hours, and up to three hours and 59 minutes, per day, excluding time for home-to-school transportation, and for at least 175 days per year unless otherwise specified in the contract with CDE. (Education Code 8207; 5 CCR 17727)

However, a part-day preschool program may also offer transitional kindergarten (TK) or kindergarten children whose families meet the requirements of Education Code 8208 less than four hours of wraparound childcare services and a part-day preschool program operating on a school site may be allowed flexibility in the operational hours. (Education Code 48000)

The district's full-day program shall operate for a minimum of 246 days per year, unless the contract specifies a lower number of days of operation, and for the number of operational hours reasonably necessary to meet the preschool needs of the families in the community. (Education Code 8207; 5 CCR 17728)

## Staffing

The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. (Education Code 8241, 5 CCR 17713-17716)

Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and AR 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.

The district may require any volunteer who is to provide care and supervision to district preschool children to provide evidence that the volunteer is free of infectious tuberculosis.

## Family Literacy Services

When any district part-day preschool program receives funding for family literacy services pursuant to Education Code 8221, the Superintendent or designee shall coordinate the provision of: (Education Code 8220)

1. Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development
2. Parenting education for parents/guardians of children in participating classrooms to support their child's development of literacy skills, including, but not limited to, parent education in:
  - a. Providing support for the educational growth and success of their children
  - b. Improving parent-school communications and parental understanding of school structures and expectations
  - c. Becoming active partners with teachers in the education of their children
  - d. Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral
3. Referrals to providers of adult education and instruction in English as a second language as necessary to improve academic skills of parents/guardians

4. Staff development for teachers in participating classrooms that includes, but is not limited to:
  - a. Development of a pedagogical knowledge, including, but not limited to, improved instructional and behavioral strategies
  - b. Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms
  - c. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities
  - d. Providing targeted interventions for all young children to improve kindergarten readiness upon program completion

#### **Eligibility Criteria for Part-Day CSPP Programs**

A three- or four-year-old child is eligible for a part-day CSPP program if the child's family is one of the following: (Education Code 8208)

1. A current aid recipient
2. Income eligible
3. Homeless
4. One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected or exploited
5. One who has children with exceptional needs, as defined in Education Code 8205
6. One with a household member who is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other designated means-tested government program, as determined by CDE

After all eligible three- and four-year-old children have been enrolled as provided above, a part-day CSPP program may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP program shall be from families above the income eligibility threshold. (Education Code 8208)

In addition, after all otherwise eligible children have been enrolled as provided in the paragraphs above, a part-day CSPP program may provide services to three- and four-year-old children in families whose income is above the income eligibility threshold if those children are children with exceptional needs. Such children with exceptional needs shall not count towards the 10-percent limit on enrollment of families with income above the income eligibility threshold described above. (Education Code 8208)

A CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price lunch may enroll three- and four-year-old children after all otherwise eligible children have been enrolled as provided in the paragraphs above. (Education Code 8208 and 8217)

The district shall certify eligibility and enroll families into the part-day preschool program within 120 calendar days prior to the first day of the beginning of the new preschool year. Subsequent to a child's enrollment, the child shall be deemed eligible for the part-day CSPP program for the remainder of the program year and for the following program year, provided applicable age-eligibility requirements are met, as specified in Education Code 8205 and 48000. (Education Code 8208)

#### **Enrollment Priorities for Part-Day CSPP Programs**

The district shall give priority for part-day CSPP programs as follows: (Education Code 8210)

1. The first priority for services shall be given to three- or four-year-old children who are recipients of child protective services or who are at risk of being neglected, abused, or exploited and for whom there is a written referral from a legal, medical, or social service agency. If the district is unable to enroll a child in this first priority category, the district shall refer the child's parent/guardian to local resources and referral services so that services for the child can be located.
2. When the number of three- or four-year old children with exceptional needs required to be enrolled pursuant to Education Code 8208 have been enrolled and there are additional children with exceptional needs who are interested in enrolling, the second priority for services shall be given to all three- and four-year old children with exceptional needs from families with incomes below the income eligibility threshold, as described in Education Code 8213. Within this priority category, children with exceptional needs from families with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent of Public Instruction (SPI) at the time of enrollment, shall be enrolled first.
3. The third priority shall be given to eligible four-year-old children who are not enrolled in a state-funded transitional kindergarten (TK) program. This priority shall not include children eligible for enrollment as children with exceptional needs pursuant to Education Code 8208 (a)(1)(E), who are from families with incomes above the income eligibility threshold, as described in Education Code 8213. Within this priority category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first.

If two or more families have the same income ranking according to the most recent schedule of income ceiling eligibility table, a child from a family in which the primary home language is a language other than English shall be enrolled first. If there are no children from such a family, the child that has been on the waiting list for the longest time shall be admitted first.

4. The fourth priority shall be given to eligible three-year-old children. This priority shall not include children eligible for enrollment as children with exceptional needs pursuant to Education Code 8208 (a)(1)(E), who are from families with incomes above the income eligibility threshold, as described in Education Code 8213. Enrollment determinations within this priority category shall be made in the same way as for third priority in Item #3 above.
5. The fifth priority, after all otherwise eligible children have been enrolled, shall be given to children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to three- and four-year-old children with exceptional needs interested in enrolling beyond those already enrolled in the 10 percent of funded enrollment set aside pursuant to Education Code 8208, then to four-year old children before three-year-old children without exceptional needs.
6. After all otherwise eligible children have been enrolled in the first through fifth priority categories, as described in Items #1-5 above, the district may enroll other children in the following order:
  - a. A CSPP program site operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price meals as described in Education Code 8217 may enroll any three- or four-year-old children whose families reside within the attendance boundary of the qualified elementary school. These children shall, to the extent possible, be enrolled by lowest to highest income according to the most recent schedule of income ceiling eligibility table.
  - b. Children enrolling in a CSPP program that provides expanded learning and care to TK or kindergarten students, pursuant to Education Code 48000

Regardless of the priorities listed above, until the district attains the percent of funded enrollment set aside for children with exceptional needs pursuant to Education Code 8208, children with exceptional needs shall be enrolled without regard to the priorities listed above. Within this category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first. If two or more families have the same income ranking, the child that has been on the waiting list for the longest time shall be admitted first. (Education Code 8210)

## Eligibility and Enrollment Priorities for Full-Day CSPP Programs

A three- or four-year-old child is eligible for a full-day CSPP program if the family meets both of the following requirements: (Education Code 8208)

1. The child's family is one of the following:
  - a. A current aid recipient, income eligible, or homeless
  - b. One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected, or exploited
  - c. One who has children with exceptional needs, as defined in Education Code 8205
  - d. One with a household member who is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other designated means-tested government program, as determined by CDE
2. The child's family needs the childcare services because of either the following:
  - a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services; as being or at risk of being neglected, abused, or exploited; or as being homeless
  - b. The parents/guardians are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

After all eligible three- and four-year-old children have been enrolled as provided above, a full-day CSPP program may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP program shall be from families above the income eligibility threshold. (Education Code 8208)

After all families meeting the criteria specified in the paragraphs above have been enrolled, a full-day CSPP program may provide services to three- and four-year-old children in families who do not meet at least one of the criteria in Item #2 above. (Education Code 8208)

After all otherwise eligible children have been enrolled as provided above, a CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price meals as described in Education Code 8217 may enroll any four-year-old child. (Education Code 8208)

For full-day CSPP programs, the district shall use the same priority ranking specified in Items #1-#4 of "Enrollment Priorities for Part-Day CSPP Programs" above, and the following: (Education Code 8211)

1. After all otherwise eligible children based on Items 1-4 of "Enrollment Priorities for Part-Day CSPP Programs" have been enrolled, fifth priority shall be given to children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to three- and four-year-old children with an IFSP or IEP, then to four-year old children before three-year-old children without IFSP or IEP.
2. After all otherwise eligible children based on Items 1-4 of "Enrollment Priorities for Part-Day CSPP Programs" and Item #1 above have been enrolled, the district may enroll other children in the following order:
  - a. Three- and four-year old children from families who do not meet at least one of the need requirements in Item #2 above. Within this priority, families shall be enrolled in income ranking order, lowest to highest, and within income ranking order, four-year old children before three-year old children

- b. When a CSPP program site operates within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price meals as described in Education Code 8217, three- or four-year-old children whose families reside within the attendance boundary of the school may be enrolled without establishing eligibility or a need for services. Such children shall, to the extent possible, be enrolled by lowest to highest income ranking order.

Regardless of the priorities listed above, until the district attains the percent of funded enrollment set aside for children with exceptional needs pursuant to Education Code 8208, children with exceptional needs shall be enrolled without regard to the priorities listed above. Within this category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first. If two or more families have the same income ranking, the child that has been on the waiting list for the longest time shall be admitted first. (Education Code 8211)

Upon establishing initial eligibility or ongoing eligibility for a full-day CSPP program, a family shall be considered to meet all eligibility and need requirements for those services for not less than 24 months. Such families shall receive those services for not less than 24 months before having eligibility or need recertified, and shall not be required to report changes to income or other changes for at least 24 months. If the eligibility period ends before the end of a program year, eligibility shall be extended until the end of the program year, provided age-eligibility requirements are met, as specified in Education Code 8205. However, a family that establishes initial eligibility or ongoing eligibility on the basis of income shall report increases in income that exceed the threshold for ongoing income eligibility, as described in Education Code 8213, and the family's ongoing eligibility for services shall at that time be recertified. In addition, a family may, at any time, voluntarily report income or other changes. This information shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of the family's eligibility before recertification. (Education Code 8208)

### **Waiting List**

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with applicable enrollment priorities. As vacancies occur, applicant families shall be contacted in order of priority on the waiting list. (5 CCR 17744)

### **Combined Preschool/Transitional Kindergarten Classroom**

When a child is eligible for both the preschool program and the district's TK program, the district may place the child in a classroom which is commingled with children from both programs as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000)

1. An early childhood environment rating scale, as specified in 5 CCR 18281, shall be completed for the classroom.
2. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272.
3. The classroom shall be taught by a teacher who holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256.
4. The classroom shall comply with the adult-child ratio specified in Education Code 8264.8.
5. Contractors of the district shall report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068.
6. The classroom shall not include children enrolled in TK for a second year or children enrolled in a regular kindergarten classroom.

### **Fees and Charges**

Fees for participation in the district's full-day CSPP program shall be assessed and collected in accordance with the

fee schedule established by the SPI in conjunction with the California Department of Social Services. (Education Code 8252)

However, for the 2022-2023 school year, family fees shall not be collected as specified in Education Code 8252.

In addition, no fee shall be charged to an eligible family whose child is enrolled in a part-day preschool program or a family that is receiving CalWORKs cash aid. (Education Code 8253; 5 CCR 17735)

A family may be exempt from the fees for up to 12 months for any child enrolled in full-day preschool on the basis of being the recipient of child protective services or as being, or at risk of being, abused or neglected. (Education Code 8253)

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers and/or whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8254)

### **Disenrollment Based on Reduced Funding**

When necessary to disenroll families from subsidized preschool services, families shall be disenrolled in reverse order of the priority for services specified in Education Code 8210 and 8211 and as described above in the sections "Enrollment Priorities for Part-Day CSPP Programs" and "Eligibility and Enrollment Priorities for Full-Day CSPP Programs." (Education Code 8214; 5 CCR 17744)

### **Expulsion/Unenrollment and Suspension Based on Behavior**

A district preschool program shall not expel or unenroll a child or persuade or encourage a child's parents/guardians to voluntarily unenroll from the program based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Education Code 8489.1)

1. In writing, inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher in an effort to maintain the child's safe participation in the program
2. If the child has an IFSP or IEP, contact, with written parent/guardian consent, the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child
3. If appropriate, consider completing a comprehensive screening of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, and implementing behavior supports within the program

If the district has taken the actions specified in Items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The district shall, to the greatest extent possible, support direct transition to a more appropriate placement. The district may then unenroll the child. The district shall have up to 180 days to complete the actions described above. (Education Code 8489.1)

A child shall not be suspended from a CSPP program, nor shall a child's parent/guardian be encouraged or persuaded to prematurely pick up a child before the program day ends, except as a last resort in extraordinary circumstances, when a safety threat exists that cannot be eliminated or reduced without the removal of the child.

Before determining that a suspension is necessary, the district shall collaborate with the child's parents/guardians and, as needed, shall use appropriate community resources to determine that no other reasonable option is appropriate.

When suspension is deemed necessary, the district shall help the child return to full participation in the program as

soon as possible while ensuring safety, by doing the following:

1. Continuing to engage with the child's parents/guardians and continuing to use appropriate community resources
2. Developing a written plan to document the action and supports needed
3. Providing referrals to appropriate community resources
4. If the child has an IFSP or IEP, contacting, with written parent/guardian consent, the agency responsible for the child's IFSP or IEP, to seek consultation on servicing the child

Upon enrollment, the parents/guardians of each child shall be notified, in writing, of the limitations on expulsion, suspension, or any form of disenrollment and how the parents/guardians may file an appeal to CDE in the event of expulsion or suspension. If the district suspends or expels a child from any CSPP program, the district shall, at least 24 hours before the effective date of the suspension or expulsion, issue the child's parents/guardians a written "Notice of Action, Recipient of Services," as described in 5 CCR 17783, informing the parents/guardians of the right to file an appeal of the action directly with CDE no later than 14 calendar days after receiving the notice.

Children with exceptional needs may only be suspended or expelled in conformance with the procedures and limitations of the Individuals with Disabilities Education Act.

#### **Notice of Action**

Upon receiving a parent/guardian's application for services, the Superintendent or designee shall review the application and documentation and shall certify the eligibility of the family or child.

The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 17782)

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 17783)

1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing
3. An indication by the parent/guardian that the parent/guardian no longer wants the service
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file including, but not limited to, a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 17758)

#### **Parent Hearing**



If a parent/guardian disagrees with any district action to deny the child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 17784)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 17784 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to CDE. (5 CCR 17785-17786)

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State References

### Description

22 CCR 101151-101191	Licensing and application procedures
22 CCR 101151-101239.2	General requirements; licensed child care centers - <a href="https://simbli.eboardsolutions.com/SU/25FI2slsh36wTFm0vX8xZRbZg==">https://simbli.eboardsolutions.com/SU/25FI2slsh36wTFm0vX8xZRbZg==</a>
22 CCR 101212-101231	Continuing requirements - <a href="https://simbli.eboardsolutions.com/SU/H5IA5aJVfIBKHey0QgRA4A==">https://simbli.eboardsolutions.com/SU/H5IA5aJVfIBKHey0QgRA4A==</a>
22 CCR 101237-101239.2	Facilities and equipment - <a href="https://simbli.eboardsolutions.com/SU/tHhaU35adyWpiEslshHV75I9Q==">https://simbli.eboardsolutions.com/SU/tHhaU35adyWpiEslshHV75I9Q==</a>
5 CCR 14001-14036	School housing
5 CCR 17700-17833	California State Preschool Program
5 CCR 17701-17711	General Program Requirements
5 CCR 17746-17748	Enrollment priorities
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 80105-80125	Commission on Teacher Credentialing; child care and development permits
Ed. Code 17375	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program
Ed. Code 44065	Issuance of and functions requiring credentials
Ed. Code 44256	Authorization for teaching credentials
Ed. Code 48000	Transitional kindergarten
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8203.5	Contracts to provide preschool services
Ed. Code 8205	Definitions
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8208	Eligibility of three- or four-year-old child for state preschool program
Ed. Code 8209	Physical examination and immunizations
Ed. Code 8210	Priority for part-day programs
Ed. Code 8211	Priority for full-day programs

**Regulation 6164.4: Identification And Evaluation Of Individuals For Special Education**

Status: ADOPTED

**Original Adopted Date:** 03/01/2007 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 12/01/2022

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.

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 an individual initial evaluation of the student's educational needs related to all areas of suspected disability. (Education Code 56320; 34 CFR 300.301)

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

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

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

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

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

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

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or the parent/guardian's representative shall be scheduled pursuant to Education Code 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities, as defined in Education Code 56026, and shall discuss the evaluation, the educational recommendations, and the reasons for the recommendations.
2. When making a determination of eligibility for special education, the district shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency, if the student does not otherwise meet the eligibility criteria under 34 CFR 300.8.
3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.
4. If the parent/guardian disagrees with an evaluation obtained by the district, the parent/guardian has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists, in accordance with 34 CFR 300.502. The parent/guardian is entitled to only one such evaluation at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

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

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

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

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

### **Parent/Guardian Consent for Evaluations**

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.

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

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

The district shall maintain a record of its attempts to obtain consent, such as: (Education Code 56341.5)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

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 consent from the parent/guardian of the student for an initial evaluation to determine whether the student is a student with a disability. The district may conduct an initial evaluation without obtaining consent if any of the following situations exists: (Education Code 56321.1; 20 USC 1414; 34 CFR 300.300)

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

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

### **Conduct of the Evaluation**

Within 60 calendar days of receiving parental consent for the initial assessment of a student, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five schooldays, a determination whether the student is eligible for special education and the educational needs of the student shall be made, an IEP team meeting shall occur, and an IEP shall be developed, unless the parent/guardian agrees in writing to an extension, pursuant to Education Code 56344. If the 60-day time is interrupted by a student school vacation, the 60-day time shall recommence on the date that student schooldays reconvene and a meeting to develop an IEP for the student shall be conducted within 30 days of a determination that the student needs special education and

related services. (Education Code 56043, 56344)

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

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

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

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

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

The district's evaluation shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability and for determining the appropriate educational program for the student. The assessment shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors. (Education Code 56320; 34 CFR 300.304)

The district shall also ensure that assessments and other evaluation materials provide relevant information that assists in determining the student's educational needs and are: (Education Code 56320; 34 CFR 300.304)

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis
2. Provided and administered in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer
3. Used for the purposes for which the assessments or measures are valid and reliable
4. Administered by trained and knowledgeable personnel except that individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist
5. Administered in accordance with any instructions provided by the producer of the assessments
6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient
7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to best ensure that the results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health and development, vision (including low vision), hearing, motor abilities, language function, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status. When appropriate, a developmental history shall be obtained. For students with residual vision, a low vision assessment shall be provided in accordance with guidelines established pursuant to Education Code 56136. The district shall ensure that the evaluation is sufficiently comprehensive to

identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified. (Education Code 56320; 34 CFR 300.304)

As part of the initial evaluation and any reevaluation, the IEP team and other qualified professionals shall, if appropriate, review existing evaluation data on the student, including evaluations and information provided by the parents/guardians, current classroom-based local or state assessments and classroom-based observations, and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine: (Education Code 56381; 34 CFR 300.305)

1. Whether the student is a student with a disability, or in the case of a reevaluation, whether the student continues to have a disability, and the educational needs of the student
2. The present levels of academic achievement and related developmental needs of the student
3. Whether the student needs, or continues to need, special education and related services
4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the student's IEP and to participate, as appropriate, in the general education curriculum

If a student has transferred from another district in the same school year or leaves this district, the district shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full evaluations. (Education Code 56320; 34 CFR 300.304)

### **Evaluation Report**

The personnel who evaluate the student shall prepare a written report of the results of each evaluation. The report shall include, but not be limited to, the following: (Education Code 56327)

1. Whether the student may need special education and related services
2. The basis for making the determination
3. The relevant behavior noted during the observation of the student in an appropriate setting
4. The relationship of that behavior to the student's academic and social functioning
5. The educationally relevant health, developmental, and medical findings, if any
6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services
7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate
8. The need for specialized services, materials, and equipment for students with low incidence disabilities, consistent with Education Code 56136

### **Eligibility Determination**

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)

The parents/guardians of a student with a disability have the right to obtain an IEE at public expense under the same criteria, including the location of the evaluation and the qualifications of the examiner, that the district uses for a district-initiated evaluation. (34 CFR 300.502)

The parent/guardian is entitled to only one IEE at public expense each time the district conducts an evaluation with which the parent/guardian disagrees. (Education Code 56329; 34 CFR 300.502)

If a parent/guardian has requested an IEE, the district may ask for the reason that the parent/guardian objects to the district's evaluation. However, the parent/guardian is not required to provide an explanation and the district may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation. (34 CFR 300.502)

Upon receiving the request for an IEE, the district shall, without unnecessary delay, either: (34 CFR 300.502)

1. File a due process complaint to request a hearing to show that its evaluation is appropriate
2. Ensure that an IEE is provided at public expense, unless the district demonstrates at a hearing that the evaluation obtained by the parent/guardian did not satisfy the district's criteria

If a due process hearing decision determines that the district's evaluation is appropriate, then the parent/guardian may obtain an IEE but not at public expense. (Education Code 56329; 34 CFR 300.502)

In any decision made with respect to providing FAPE to a student with a disability, the result of any IEE obtained by the student's parent/guardian shall be considered by the district if it meets district criteria. Any such result also may be presented as evidence at a hearing on a due process complaint. (Education Code 56329; 34 CFR 300.502)

### **Coordinating Transitions**

The district designates the individual listed below as the main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from infant/toddler programs to preschool (Part C to Part B of the federal Individuals with Disabilities Education Act), including establishing practices to educate and support families during the transition: (Government Code 95008)

\_\_\_\_\_  
(title or position)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(telephone number)

\_\_\_\_\_  
(email)

### **Reevaluation**

A reevaluation shall be conducted when the district determines that the educational or related service needs of the student, including improved academic achievement and functional performance, warrant a reevaluation or if the student's parent/guardian or teacher requests reevaluation. Such reevaluations shall occur every three years, unless the parent/guardian and district agree in writing that a reevaluation is unnecessary. A reevaluation may not occur more than once a year, unless the parent/guardian and the district agree otherwise. (Education Code 56043, 56381; 34 CFR 300.303)

The district shall ensure that any reevaluations of the student are conducted in accordance with the evaluation procedures pursuant to 34 CFR 300.304-300.311. (34 CFR 300.303)

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)

The district's point of contact for coordinating and completing the transition of a child and family from infant/toddler programs to preschool, may coordinate the reevaluation and monitoring as described above for kindergarten or first grade.

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

#### State References

34 CFR 303.1-303.734  
 5 CCR 3021-3029  
 5 CCR 3030-3031  
 Ed. Code 44265.5  
 Ed. Code 56000-56885  
 Ed. Code 56043  
 Ed. Code 56195.8  
 Ed. Code 56300-56305  
 Ed. Code 56320-56330  
 Ed. Code 56333-56338  
 Ed. Code 56340-56347  
 Ed. Code 56381  
 Ed. Code 56425-56432  
 Ed. Code 56441.11  
 Ed. Code 56445  
 Ed. Code 56500-56509  
 Gov. Code 95000-95029.5

#### Description

Early Intervention Program for Infants and Toddlers with Disabilities  
 Identification, referral and assessment  
 Eligibility criteria  
 Professional preparation for teachers of impaired students  
 Special education programs  
 Special education; timelines  
 Adoption of policies  
 Identification of individuals with disabilities  
 Assessment  
 Eligibility for specific learning disabilities  
 Individualized education program teams  
 Reassessment of students  
 Early education for individuals with disabilities  
 Eligibility criteria; children ages 3-5  
 Transition to grade school; reassessment  
 Procedural safeguards  
 California Early Intervention Services Act

#### Federal References

20 USC 1232g  
 20 USC 1400-1482  
 20 USC 1412  
 20 USC 1415  
 34 CFR 104.35

#### Description

Family Educational Rights and Privacy Act (FERPA) of 1974  
 Individuals with Disabilities Education Act  
 State eligibility  
 Procedural safeguards  
 Evaluation and placement



**Bylaw 9220: Governing Board Elections**

Status: DRAFT

Original Adopted Date: 09/02/2008

**Board Member Qualifications**

Any person is eligible to be a member of the Governing Board, without further qualifications, if the person is 18 years of age or older, a citizen of California, a resident of the school district or, if applicable, the trustee area, a registered voter, and not legally disqualified from holding civil office. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or elected as a Board member except when the person has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

A district employee elected to the Board shall resign from district employment before being sworn in or shall have the employment automatically terminated upon being sworn into office. (Education Code 35107)

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide all candidates with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. The Superintendent or designee shall provide all candidates with the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

**Recalling a Board Member**

A Board member may be recalled as permitted by Elections Code 11000. Proponents of a recall are required to serve, file, and publish or post a notice of intention to circulate the recall petition and to comply with other applicable law and formalities and county elections official directives. The petition, pursuant to Elections Code 11041, is required to be in the format provided by the Secretary of State and to include an estimate of the cost of conducting the special election, as determined by the county elections official, in consultation with the district.

Within 14 days after the meeting at which the Board receives a certificate of sufficiency of signatures on a recall petition from the county elections official, the Board shall order an election to be held to determine whether the Board member named in the petition shall be recalled. The election shall be held not less than 88, nor more than 125, days after the date that the Board orders the election. However, the election may be conducted within 180 days after the issuance of the Board's order to consolidate the election with a regularly scheduled election.

Recall elections shall be conducted in accordance with Elections Code 11381-11386.

**Consolidation of Elections**

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.

In addition, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections. (Elections Code 14051, 14052)

In order to consolidate elections based on either circumstance described above, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

### **Elections Process and Procedures**

Board members may reside anywhere within the district's boundaries and shall be elected by all voters in the district.

To ensure ongoing compliance with the California Voting Rights Acts, the Board may review the district's Board election method to determine whether any modification is necessary due to changes in the district's population or any of its racial, color, or language minority group composition. The review shall be based on the Superintendent or designee's report to the Board after the release of each decennial federal census.

When the district's election method is to be changed, the Board shall hold public hearings in accordance with Elections Code 10100 before adopting a resolution at an open meeting specifying the change(s), and shall, in accordance with Education Code 5019, obtain approval from the county committee on school district organization having jurisdiction over the district.

The election method or trustee-area boundaries in effect at the beginning of a Board member's term shall be used when any vacancy that occurs during that term is to be filled, even if, during the term, the district has adopted "by-trustee area" election method or trustee area boundaries have been adjusted.

Any petition for a special election ordered pursuant to Education Code 5091 shall contain the county election official's estimate of the cost of conducting the special election, expressed on a per-student basis. (Education Code 5091)

### **Campaign Conduct**

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures.

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

### **Statement of Qualifications**

On the 125th day prior to the day fixed for the general district election, the Board secretary or designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term
2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

#### **Tie Votes in Board Member Elections**

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. (Education Code 5016)

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## Bylaw 9223: Filling Vacancies

Original Adopted Date: 09/01/1989 | Last Revised Date: 12/01/2022 | Last Reviewed Date: 12/01/2022

### Events Causing a Vacancy

A vacancy on the Governing Board may arise from any of the following events:

1. The death of an incumbent (Government Code 1770)
2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of the office for the remainder of the term (Government Code 1770)
3. A Board member's resignation (Government Code 1770)

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer an effective date of resignation for more than 60 days after the date the resignation is filed with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office by recall (Elections Code 11000; Government Code 1770)
5. A Board member's ceasing to be a resident of the district (Government Code 1770)
6. A Board member ceases to inhabit the trustee area represented on the Board (58 Ops.Cal.Atty.Gen. 888 (1975))
7. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)
  - a. Upon district business with the approval of the Board
  - b. With the consent of the Board for an additional period not to exceed a total absence of 90 days
  - c. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board
  - d. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve during the absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

8. A Board member's ceasing to discharge the duties of the office for the period of three consecutive months, except when prevented by illness or when absent from the state with the permission required by law (Government Code 1770)
9. A Board member's conviction of a felony or any offense involving a violation of official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)

10. A Board member's refusal or neglect to file the required oath within the time prescribed (Government Code 1770)
11. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)
12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)
13. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

### **Timelines for Filling a Vacancy**

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)
2. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which the person was elected to fill. (Education Code 5093)
3. When a vacancy occurs outside of the statutory time windows identified in Items #1 and #2 above, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment. (Education Code 5091, 5093)

### **Eligibility**

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107, as described in BB 9220 - Governing Board Elections.

### **Provisional Appointments**

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by majority vote.

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
2. The full name of the appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and

shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

If within 30 days of the Board's appointment, registered voters of the district or, where elections are by trustee areas, of the trustee area submit a petition for special election which the County Superintendent determines to be legally sufficient, the provisional appointment is terminated, and a special election shall be held in accordance with Education Code 5091 to fill the vacancy.

### **Appointment Due to Failure to Elect**

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### **State References**

Ed. Code 35107

Ed. Code 35178

Ed. Code 5000-5033

Ed. Code 5090-5095

Ed. Code 5200-5208

Ed. Code 5300-5304

Ed. Code 5320-5329

Ed. Code 5340-5345

Ed. Code 5360-5363

Ed. Code 5420-5426

Ed. Code 5440-5442

Elec. Code 10600-10604

Elec. Code 11000-11386

Gov. Code 1064

Gov. Code 1770

Gov. Code 3000-3003

Gov. Code 3060-3075

Gov. Code 54950-54963

Gov. Code 6061

Pen. Code 88

### **Description**

School district employees

Resignation with deferred effective date

Election of school district board members

Vacancies on the board

Districts governed by boards of education

General provisions; conduct of elections

Order and call of elections

Consolidation of elections

Election notice

Cost of elections

Miscellaneous provisions

School district elections

Candidates for recall

Absence from state

Vacancy of office

Forfeiture of office

Removal other than by impeachment

The Ralph M. Brown Act

Manner of notice as prescribed in designated section

Bribery; forfeiture from office

### **Federal References**

### **Description**

### Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned by 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and, if necessary, may subsequently be adjourned to a later date.

### Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, the abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

Provided the Board typically has seven members and there are no more than two vacancies on the Board, the vacant positions(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

### Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting, except that if the meeting is conducted using remote public participation or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)

3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, Board members or staff members may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

In general, individual speakers will be allowed three minutes to address the Board on each agenda or nonagenda item, and the Board will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public input and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:

a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.

b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)

c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.

7. The Board president shall not permit actual disruption of Board meetings. Actual disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board and remove the individual from the meeting.

The Board President or designee may remove an individual for actually disrupting the meeting. Prior to removal, the individual shall be warned that their behavior is disrupting the meeting and that failure to cease the disruptive behavior may result in removal. If, after being warned, the individual does not promptly cease the disruptive behavior, the Board president, or designee, may then remove the individual from the meeting. (Government Code 54957.95)

When an individual's behavior constitutes the use of force or a true threat of force, the individual shall be removed from a Board meeting without a warning. (Government Code 54957.95)



*Disrupting* means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law, or engaging in behavior that constitutes use of force or a true threat of force. (Government Code 54957.95)

*True threat of force* means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. (Government Code 54957.95)

Additionally, the Board may order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When disruptive conduct occurs, the Board may decide to recess the meeting to help restore order, or if removing the disruptive individual(s) or clearing the room is infeasible, move the meeting to another location. The Board may direct the Superintendent or designee to contact local law enforcement as necessary.

**Recording by the Public**

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State References**

Description	Code
Workplace violence safety - <a href="https://simbl.eboardsolutions.com/SU/zzbh03hWGUrZlplusY!DNCP8A==">https://simbl.eboardsolutions.com/SU/zzbh03hWGUrZlplusY!DNCP8A==</a>	CCP. 527.8
Willful disturbance of public school or meeting	Ed. Code 32210
Control of district; prescription and enforcement of rules	Ed. Code 35010
Agenda; public participation and regulations	Ed. Code 35145.5
Official actions, minutes and journal	Ed. Code 35163
Actions by majority vote	Ed. Code 35164
Effect of vacancies upon majority and unanimous votes by seven member board	Ed. Code 35165
Powers of remaining board members and new appointees	Ed. Code 5095
Prevention or hindrance of electors assembling in public meeting	Elec. Code 18430
Meetings to be open and public; remote attendance	Gov. Code 54953.3
Audio or video recording of proceedings	Gov. Code 54953.5
Broadcasting of proceedings	Gov. Code 54953.6
Agenda posting requirements; board actions	Gov. Code 54954.2
Opportunity for public to address legislative body	Gov. Code 54954.3
Closed session personnel matters	Gov. Code 54957