

PLEASANT VIEW SCHOOL DISTRICT

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

BOARD OF TRUSTEES

Thomas Barcellos
President & Clerk

Michael Smith
Vice President

Davy Gobel

Rusty Gobel

Alexander Garcia

November 5th, 2020

A regular scheduled meeting of the Pleasant View Elementary School District Governing Board will be held November 10th, 2020 at 4:30 P.M. in the Cafeteria at Pleasant View Elementary.

AGENDA:

CALL TO ORDER - ROLL CALL:

Mark Odsather
District Superintendent

Richard Thornberry
Principal / Programs

Niguel Baxter

Business Manager

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

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

Approval of Agenda - Action Item

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

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

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

MINUTES: Approval of October 10th & 19th minutes.

ATTENDANCE:

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

DISTRICT FINANCE:

- A. Vendor payments – Action Item
- B. Budget
 - State Budget Update
 - Budget Comparison/Information
 - Budget Revisions – Action Item
- C. Salary Settlement Disclosure Certificate – Action Item
- D. October Payroll – Action Item

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OLD BUSINESS:

- A. Electric School Bus Delivery – Information
- B. Authorization to Request Renewal of Plans for Modernization – Action Item
- C. New Maintenance Building PVE Agreement – Action Item
- D. Williams Repair Reimbursement PVW Well Project Status - Information

NEW BUSINESS:

- A. Monthly Calendar
- B. Principal Report
- C. Agency Agreement with TCOE extra Tutors for CHOICES – Action Item
- D. Set Date for Annual Organization Meeting – Action Item
- E. Resolution #6 Declaration of Unstable, Obsolete, or No Longer Needed Equipment
- F. Facilities Planning Assessment Agreement – Action Item
- G. First Read of Board Policy and Administrative Regulation Updates
 - i. E 1113 District and School Websites
 - ii. BP 3280 Sale or Lease of District Owned Real Property
 - iii. BP 3530 & AR 3530 Risk Management/Insurance
 - iv. BP 4119.11 & AR 4119.11 Sexual Harassment
BP 4219.11 & AR 4219.11
BP 4319.11 & AR 4319.11
 - v. BP 4119.12 & AR 4119.12 Title IX Sexual Harassment Complaint Procedures
BP 4219.12 & AR 4219.12
BP 4319.12 & AR 4319.12
 - vi. BP 4157 & AR 4157 Employee Safety
BP 4257 & AR 4257
BP 4357 & AR 4357
 - vii. BP 5113.1 & AR 5113.1 Chronic Absence and Truancy
 - viii. BP 5145.7 & AR 5145.7 Sexual Harassment
 - ix. BP 6161.1 & AR 6161.1 Selection and Evaluation of Instructional Materials

ADJOURNMENT

PLEASANT VIEW SCHOOL DISTRICT

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

PLEASANT VIEW ELEMENTARY SCHOOL DISTRICT MINUTES REGULAR BOARD MEETING

BOARD OF TRUSTEES

Thomas Barcellos
President & Clerk
Michael Smith
Vice President
Davy Gobel
Rusty Gobel
Alexander Garcia

October 13th, 2020
Pleasant View Elementary Cafeteria

18900 Ave 145
Porterville, CA

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

Mark Odsather
District Superintendent
Richard Thornberry
Principal / Programs
Niguel Baxter
Business Manager

BOARD:

Rusty Gobel
Alex Garcia
Tom Barcellos
Mike Smith
Davy Gobel

OTHER:

Richard Thornberry (Principal)

AGENDA: On a motion by Alex Garcia and second by Rusty Gobel the board voted to approve the Agenda. (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith)

PUBLIC COMMENT: No Comment

MINUTES: On a motion by Alex Garcia and second by Rusty Gobel the board voted to approve the September 22nd minutes. (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith)

ATTENDANCE:

1. On a motion by Alex Garcia and second by Davy Gobel the board voted to approve the Interdistrict Attendance Agreements. (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith)
2. M. Odsather presented the current Enrollment to the board. M. Odsather stated that the district has a current enrollment of about 445 Students TK-8th grade. M. Odsather stated that ADA for the first month was around 400. (Exhibit A)

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 Alex Garcia the board voted to approve Vendor payments; Batch #349 for \$153,474.34; vendor payments; Batch #351 for \$73,460.32; vendor payments; Batch #353 for \$159,396.62; Batch #354 for \$40,435.76; vendor payments (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith) (Exhibit B)

PLEASANT VIEW
FALCONS

2. M. Odsather presented the highlighted items on the Budget Comparison report for review and discussion. M. Odsather stated the district has healthy reserves to weather the fiscal issues that are looming in next years' budget with state shortfalls and deferrals. (Exhibit C)
4. M. Odsather presented Board Revisions to the board for discussion and review. On a motion by Mike Smith and second by Rusty Gobel the board voted to approve the Budget Revisions with control number 100850195. (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith) (Exhibit D)
6. M. Odsather presented the Tulare County Office of Education review and approval of the 20-21 District budget. M. Odsather stated the county found the district to have a satisfactory fiscal position. On a motion by Davy Gobel and a second by Rusty Gobel the board voted to approve the Tulare County Office of Educations review of the 20-21 district budget. (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith) (Exhibit E)
7. On a motion by Rusty Gobel and a second by Alex Garcia the board voted to approve September. (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith) (Exhibit F)

OLD BUSINESS:

1. M. Odsather stated the Electric school buses have a delivery date of October 26th.
2. M. Odsather stated that Department of State Architects had approved the plans for the already completed well project and that he would be working with the Department of General Services to get the application completed for reimbursement through the Williams Repair grant process.
3. M. Odsather presented the Tulare County Office of Educations review of non voter approved debt to the board for discussion and review. On a motion by Rusty Gobel and a second by Alex Garcia the board voted to approve the TCOE review of the districts non voter approved debt proposal. (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith) (Exhibit G)

NEW BUSINESS:

1. M. Odsather presented the October calendar to the board for review. Mr. Thornberry stated the district would be holding a Halloween Drive thru event for the students. Mr. Thornberry also stated that the district would be having dress up days for students during Red Ribbon week. (Exhibit H)
2. Mr. Thornberry stated that the district had a Professional Development day and we are working with teachers to prepare for the possibility of students returning. Mr. Thornberry stated the teachers are also preparing for report cards and conferences in November.

3. On a motion by Mike Smith and second by Davy Gobel the board voted to approve the The Agency Agreement for Nursing Services with the Tulare County Office of Education. (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith)(Exhibit I)
4. On a motion by Mike Smith and a second by Rusty Gobel the board voted to approve Debt management policy. (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith)(Exhibit J)
5. M. Odsather presented information to the board in regards to Pleasant View being named a clean energy award champion by Southern California Edison for 2020 for the electric bus project. (Exhibit K)
6. M. Odsather stated to the board the district would like to apply for a Federal Rural Ag-Tech Grant to continue to expand our Wings of Knowledge program. On a motion by Alex Garcia and second by Davy Gobel the board voted to approve the application for the Rural Ag-Tech program grant. (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith) (Exhibit L)
7. M. Odsather stated he had received approval from the State and County Health Departments for the waiver and re-opening plan for the district. M. Odsather presented the Final approved waiver and Reopening plan to the board. (Exhibit M)

CLOSED SESSION:

1. On a motion by Rusty Gobel and a second by Alex Garcia the board voted to move into closed session at 5:10 pm for Conference with Labor negotiator. (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith) On a motion by Rusty Gobel and a second by Alex Garcia the board voted to move out closed session at 5:23 pm (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith)
2. Report: No Action Taken

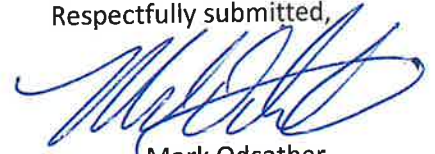
PERSONNEL:

1. On a motion by Alex Garcia and a second by Rusty Gobel the board voted to approve the classified health and welfare benefits and salary increase for 20-21. (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith)(Exhibit N)
2. On a motion by Mike Smith and a second by Rusty Gobel the board voted to approve the certificated teachers health and welfare benefits and salary increase for 20-21. (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith)(Exhibit O)
3. On a motion by Alex Garcia and a second by Davy Gobel the board voted to approve the Other certificated health and welfare benefits and salary increase for 20-21. (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith)(Exhibit O)
4. On a motion by Mike Smith and a second by Alex Garcia the board voted to approve the Superintendent Employment Agreement. (5-0) (Ayes; Alex Garcia, Rusty Gobel, Tom Barcellos, Davy Gobel, Mike Smith)(Exhibit P)

ADJOURNMENT:

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

Respectfully submitted,



Mark Odsather,
Secretary

Tom Barcellos, President & Clerk
or Mike Smith, Vice President

PLEASANT VIEW SCHOOL DISTRICT

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

PLEASANT VIEW ELEMENTARY SCHOOL DISTRICT MINUTES SPECIAL BOARD MEETING

BOARD OF TRUSTEES

Thomas Barcellos
President & Clerk
Michael Smith
Vice President
Davy Gobel
Rusty Gobel
Alexander Garcia

October 19th, 2020
Pleasant View Elementary Cafeteria

18900 Ave 145
Porterville, CA

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

Mark Odsather
District Superintendent
Richard Thornberry
Principal / Programs
Niguel Baxter
Business Manager

BOARD:
Rusty Gobel
Alex Garcia
Tom Barcellos
Davy Gobel

ABSENT:
Mike Smith

OTHER:
Richard Thornberry (Principal)

AGENDA: On a motion by Alex Garcia and second by Rusty Gobel the board voted to approve the Agenda. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Tom Barcellos, Absent; Mike Smith)

PUBLIC COMMENT: No Comment

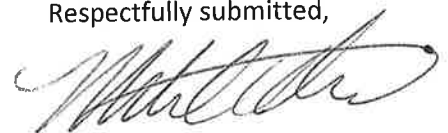
NEW BUSINESS:

1. On a motion by Alex Garcia and a second by Rusty Gobel the board voted to approve Resolution #5 Authorizing the delivery and Sale of 2020 refunding certificates of participation in the maximum principal amount of \$4,000,000 to refinance certain lease payments. (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Tom Barcellos, Absent; Mike Smith)(Exhibit A)

ADJOURNMENT:

On a motion by Rusty Gobel and a second by Davy Gobel the board voted to adjourn. At 4:50 pm (4-0) (Ayes; Alex Garcia, Rusty Gobel, Davy Gobel, Mike Smith,; Absent: Tom Barcellos)

Respectfully submitted,



Mark Odsather,
Secretary



Tom Barcellos, President & Clerk
or Mike Smith, Vice President

PLEASANT VIEW
FALCONS

| Teacher | TK | | K | | 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | | 8 | | ALL(Selected GR) | | | | | |
|----------------------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------------|------------|------------|------------|----|----|
| | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F | Total | | | |
| 005 Garcia A | 2 | 2 | 4 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 2 | 2 | 4 | | |
| 001 Alvarado | - | - | - | 11 | 10 | 21 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 11 | 10 | 21 | | |
| 015 Hunter | - | - | - | 10 | 13 | 23 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 10 | 13 | 23 | | |
| 014 Irving | - | - | - | - | - | - | 12 | 10 | 22 | - | - | - | - | - | - | - | - | - | - | - | - | 12 | 10 | 22 | | |
| 003 Sidhu | - | - | - | - | - | - | 10 | 10 | 20 | - | - | - | - | - | - | - | - | - | - | - | - | 10 | 10 | 20 | | |
| 013 Calvillo | - | - | - | - | - | - | 12 | 15 | 27 | - | - | - | - | - | - | - | - | - | - | - | - | 12 | 15 | 27 | | |
| 008 Vankham | - | - | - | - | - | - | 13 | 13 | 26 | - | - | - | - | - | - | - | - | - | - | - | - | 13 | 13 | 26 | | |
| 020 Drummond, | - | - | - | - | - | - | - | - | - | 11 | 10 | 21 | - | - | - | - | - | - | - | - | - | 11 | 10 | 21 | | |
| 027 Krenk | - | - | - | - | - | - | - | - | - | 12 | 12 | 24 | - | - | - | - | - | - | - | - | - | 12 | 12 | 24 | | |
| 012 Moreno | - | - | - | - | - | - | - | - | - | - | - | - | 15 | 9 | 24 | - | - | - | - | - | - | 15 | 9 | 24 | | |
| 043 Toledo | - | - | - | - | - | - | - | - | - | - | - | - | 14 | 9 | 23 | - | - | - | - | - | - | 14 | 9 | 23 | | |
| 040 Camacho | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 12 | 11 | 23 | | | |
| 033 Patterson | - | - | - | - | - | - | - | - | - | - | - | - | 14 | 10 | 24 | - | - | - | - | - | - | 14 | 10 | 24 | | |
| 024 Drummond, | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 10 | 13 | 23 | - | - | - | 10 | 13 | 23 | | |
| 002 Maldonado | - | - | - | - | - | - | - | - | - | - | - | - | 8 | 16 | 24 | - | - | - | - | - | - | 8 | 16 | 24 | | |
| 044 Romero | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 13 | 13 | 26 | - | - | - | 13 | 13 | 26 |
| 037 Valdez | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 14 | 15 | 29 | - | - | - | 14 | 15 | 29 |
| 038 Corwin | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 17 | 11 | 28 | 17 | 11 | 28 |
| 035 Luevano | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 17 | 10 | 27 | 17 | 10 | 27 |
| School Total: | 2 | 2 | 4 | 21 | 23 | 44 | 22 | 20 | 42 | 25 | 28 | 53 | 23 | 22 | 47 | 18 | 29 | 47 | 27 | 28 | 55 | 227 | 212 | 439 | | |

* Class total is calculated including Nonbinary gender students

Pleasant View Elementary

04/2020
03:30 PM

2020-2021

Enrollment by Grade and Teacher

Page 1

| Teacher | PS | | Total | ALL(Selected GR) | | Total |
|----------------------|----------|----------|----------|------------------|----------|----------|
| | M | F | | M | F | |
| 005 Garcia A 4-5 | 5 | 2 | 7 | 5 | 2 | 7 |
| School Total: | 5 | 2 | 7 | 5 | 2 | 7 |

* Class total is calculated including Nonbinary gender students

Accounts Payable Final PreList - 10/8/2020 12:15:05PM

*** FINAL ***
Batch No 355

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Flag | EFT | Audit |
|----------------------------|--------------------------------|------------------|--------------|------|------------|----------------|---------------------------------|-------------------|------|-----|-------|
| 013657 | A.R.E. AUTO PARTS INC | PV-210587 | 9/29/2020 | | 122776 | | 010-00000-0-00000-36000-43000-0 | \$526.56 | | | |
| Total Check Amount: | | | | | | | | \$526.56 | | | |
| 013565 | ABOVE & BEYOND CONSTRUCTION | PV-210558 | 10/7/2020 | | 2022B | | 010-81500-0-00000-81100-56000-0 | \$9,500.00 | D | | |
| Total Check Amount: | | | | | | | | \$9,500.00 | | | |
| 013761 | Advanced Data Storage | PV-210560 | 9/18/2020 | | 0118542 | | 010-00000-0-00000-72000-58000-0 | \$35.00 | | 22 | |
| | Advanced Data Storage | PV-210561 | 10/2/2020 | | 0118948 | | 010-00000-0-00000-72000-58000-0 | \$27.50 | | 22 | |
| Total Check Amount: | | | | | | | | \$62.50 | | | |
| 012498 | A-Z BUS SALES | PV-210559 | 10/7/2020 | | 02P475826 | | 010-00000-0-00000-36000-43000-0 | \$16.74 | | | |
| Total Check Amount: | | | | | | | | \$16.74 | | | |
| 001292 | COTTON CENTER AUTO PARTS/F ARM | PV-210562 | 8/26/2020 | | 12789 | | 010-81500-0-00000-81100-43000-0 | \$111.48 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210563 | 8/26/2020 | | 12825 | | 010-81500-0-00000-81100-43000-0 | \$6.45 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210564 | 8/26/2020 | | 12827 | | 010-81500-0-00000-81100-43000-0 | \$8.03 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210565 | 8/27/2020 | | 12848 | | 010-81500-0-00000-81100-43000-0 | \$40.13 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210566 | 9/1/2020 | | 13099 | | 010-81500-0-00000-81100-43000-0 | \$31.01 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210567 | 9/3/2020 | | 13233 | | 010-81500-0-00000-81100-43000-0 | \$1.89 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210568 | 9/4/2020 | | 13260 | | 010-81500-0-00000-81100-43000-0 | \$14.41 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210569 | 9/4/2020 | | 13264 | | 010-81500-0-00000-81100-43000-0 | \$70.51 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210570 | 9/4/2020 | | 13286 | | 010-81500-0-00000-81100-43000-0 | \$12.91 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210571 | 9/8/2020 | | 13406 | | 010-81500-0-00000-81100-43000-0 | \$64.53 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210572 | 9/11/2020 | | 13566 | | 010-81500-0-00000-81100-43000-0 | \$59.78 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210573 | 9/11/2020 | | 13573 | | 010-81500-0-00000-81100-43000-0 | \$32.31 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210574 | 9/11/2020 | | 13585 | | 010-81500-0-00000-81100-43000-0 | \$6.22 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210575 | 9/14/2020 | | 13687 | | 010-81500-0-00000-81100-43000-0 | \$53.81 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210576 | 9/15/2020 | | 13737 | | 010-81500-0-00000-81100-43000-0 | \$116.35 | | | |

Accounts Payable Final PreList - 10/8/2020 12:15:05PM

*** FINAL ***
Batch No 355

| 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-210577 | 9/17/2020 | | 13820 | | 010-81500-0-00000-81100-43000-0 | \$6.98 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210578 | 9/18/2020 | | 13910 | | 010-81500-0-00000-81100-43000-0 | \$12.88 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210579 | 9/22/2020 | | 14061 | | 010-81500-0-00000-81100-43000-0 | \$30.17 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210580 | 9/23/2020 | | 14119 | | 010-81500-0-00000-81100-43000-0 | \$31.86 | | | |
| | COTTON CENTER AUTO PARTS/F ARM | PV-210581 | 9/24/2020 | | 14191 | | 010-81500-0-00000-81100-43000-0 | \$74.42 | | | |
| Total Check Amount: | | | | | | | | \$786.13 | | | |
| 012982 | DELL MARKETING L.P. | PV-210607 | 8/1/2020 | | 10412917364 | | 010-32100-0-11100-10000-43000-0 | \$42,728.18 | | | A |
| Total Check Amount: | | | | | | | | \$42,728.18 | | | |
| 012687 | FEDEX | PV-210582 | 10/2/2020 | | 7-138-90074 | | 010-00000-0-00000-72000-59000-0 | \$66.40 | | | |
| Total Check Amount: | | | | | | | | \$66.40 | | | |
| 013748 | GOTTSCHALK MUSIC CENTER | PV-210583 | 10/1/2020 | | 984058 | | 010-32200-0-11100-10000-43000-0 | \$3,390.42 | | | |
| Total Check Amount: | | | | | | | | \$3,390.42 | | | |
| 012736 | HOME DEPOT | PV-210599 | 9/3/2020 | | 1522613 | | 010-81500-0-00000-81100-43000-0 | \$391.29 | | | |
| | HOME DEPOT | PV-210600 | 9/8/2020 | | 6026888 | | 010-81500-0-00000-81100-43000-0 | \$16.99 | | | |
| | HOME DEPOT | PV-210601 | 9/18/2020 | | 6123772 | | 010-81500-0-00000-81100-43000-0 | \$265.15 | | | |
| | HOME DEPOT | PV-210602 | 9/23/2020 | | 1542165 | | 010-81500-0-00000-81100-43000-0 | \$34.41 | | | |
| | HOME DEPOT | PV-210603 | 9/24/2020 | | 542190 | | 010-81500-0-00000-81100-43000-0 | \$85.29 | | | |
| Total Check Amount: | | | | | | | | \$793.13 | | | |
| 013196 | LAKESHORE LEARNING MATERIALS | PV-210584 | 9/28/2020 | | 4054170920 | | 010-32200-0-11100-10000-43000-0 | \$460.10 | | | |
| Total Check Amount: | | | | | | | | \$460.10 | | | |
| 013163 | MANGINI ASSOCIATES INC | PV-210585 | 9/30/2020 | | 11143 | | 010-06205-0-00000-85000-58000-0 | \$1,158.75 | | | |
| Total Check Amount: | | | | | | | | \$1,158.75 | | | |
| 013047 | MCGRW-HILL SCHOOL EDUCATION | PV-210586 | 9/14/2020 | | 114868055001 | | 010-07200-0-11100-10000-58000-0 | \$375.00 | | | |
| Total Check Amount: | | | | | | | | \$375.00 | | | |

Accounts Payable Final PreList - 10/8/2020 12:15:05PM

*** FINAL ***
Batch No 355

Audit

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Flag | EFT |
|-----------|-------------|------------------|--------------|------|------------|----------------|--------------|--------|------|-----|
|-----------|-------------|------------------|--------------|------|------------|----------------|--------------|--------|------|-----|

| | | | | | | | | | | |
|--------|------------------------------|-----------|-----------|--|--------------|--|---------------------------------|----------|--|--|
| 013370 | ORIENTAL TRADING COMPANY INC | PV-210588 | 9/28/2020 | | 705269974-02 | | 010-00000-0-00000-72000-43000-0 | \$29.19 | | |
| | ORIENTAL TRADING COMPANY INC | PV-210589 | 9/28/2020 | | 705269974-01 | | 010-00000-0-00000-72000-43000-0 | \$114.39 | | |

Total Check Amount:

| | | | | | | | | | | |
|--------|-----------------------------|-----------|-----------|--|------------|--|---------------------------------|------------|--|----|
| 012597 | PARRISH CONSULTING GROUP OF | PV-210590 | 10/6/2020 | | 10-01-2020 | | 010-31820-0-11100-10000-58000-0 | \$9,000.00 | | 22 |
|--------|-----------------------------|-----------|-----------|--|------------|--|---------------------------------|------------|--|----|

Total Check Amount:

| | | | | | | | | | | |
|--------|--------------------------|-----------|-----------|-----|--|--|---------------------------------|----------|--|----|
| 012562 | PRODUCERS DAIRY PRODUCTS | PV-210591 | 10/1/2020 | 160 | | | 130-53100-0-00000-37000-47000-0 | \$254.88 | | 22 |
| | PRODUCERS DAIRY PRODUCTS | PV-210592 | 10/5/2020 | 164 | | | 130-53100-0-00000-37000-47000-0 | \$764.64 | | 22 |

Total Check Amount:

| | | | | | | | | | | |
|--------|-------------|-----------|-----------|--|----------|--|---------------------------------|----------|--|--|
| 012368 | QUJILL CORP | PV-210593 | 10/1/2020 | | 10995927 | | 010-00000-0-00000-72000-43000-0 | \$371.66 | | |
|--------|-------------|-----------|-----------|--|----------|--|---------------------------------|----------|--|--|

Total Check Amount:

| | | | | | | | | | | |
|--------|----------|-----------|-----------|--|---------|--|---------------------------------|-------------|--|------|
| 012766 | SISC III | PV-210608 | 10/1/2020 | | October | | 010-00000-0-00000-00000-95024-0 | \$51,476.40 | | G 22 |
| | SISC III | | 10/1/2020 | | October | | 010-00000-0-00000-00000-95028-0 | \$7,149.50 | | G 22 |
| | SISC III | | 10/1/2020 | | October | | 010-00000-0-00000-71100-34020-0 | \$7,149.50 | | G 22 |

Total Check Amount:

| | | | | | | | | | | |
|--------|--------------------------|-----------|-----------|--|-----|--|---------------------------------|------------|--|---|
| 005383 | SOUTHERN CALIF EDISON CO | PV-210594 | 10/2/2020 | | OCT | | 010-00000-0-00000-82000-55000-0 | \$133.31 | | |
| | SOUTHERN CALIF EDISON CO | | 10/2/2020 | | OCT | | 010-00000-0-00000-82000-55000-0 | \$4,108.61 | | H |
| | SOUTHERN CALIF EDISON CO | | 10/2/2020 | | OCT | | 010-00000-0-00000-82000-55000-0 | \$3,182.15 | | H |

Total Check Amount:

| | | | | | | | | | | |
|--------|--------------------------------|-----------|-----------|--|--------|--|---------------------------------|---------|--|--|
| 013211 | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210595 | 9/25/2020 | | 742520 | | 010-11000-0-11100-10000-43000-0 | \$19.74 | | |
| | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210596 | 9/28/2020 | | 742766 | | 010-11000-0-11100-10000-43000-0 | \$51.30 | | |

Total Check Amount:

| | | | | | | | | | | |
|--------|-----------------------------|-----------|-----------|--|-----------|--|---------------------------------|------------|--|--|
| 012560 | SYSCO OF CENTRAL CALIFORNIA | PV-210597 | 10/5/2020 | | 284555183 | | 130-53100-0-00000-37000-47000-0 | \$1,101.46 | | |
| | SYSCO OF CENTRAL CALIFORNIA | PV-210598 | 10/5/2020 | | 284555184 | | 130-53100-0-00000-37000-43000-0 | \$565.19 | | |

Total Check Amount:

| | | | | | | | | | | |
|--------|------------|-----------|-----------|--|-----------|--|---------------------------------|----------|--|---|
| 013629 | UNTON BANK | PV-210604 | 9/25/2020 | | September | | 010-32200-0-11100-10000-43000-0 | \$485.90 | | M |
|--------|------------|-----------|-----------|--|-----------|--|---------------------------------|----------|--|---|

\$1,666.65

\$71.04

\$7,424.07

\$65,775.40

\$371.66

\$9,000.00

\$143.58

Accounts Payable Final PreList - 10/8/2020 12:15:05PM

*** FINAL ***
Batch No 355
Audit

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Flag | EFT |
|-----------|---------------|------------------|--------------|------|------------|----------------|---------------------------------|--------------------|------|-----|
| 013629 | UNION BANK | PV-210604 | 9/25/2020 | | September | | 010-32200-0-11100-10000-43000-0 | \$497.80 | M | |
| | UNION BANK | | 9/25/2020 | | September | | 010-32200-0-11100-10000-43000-0 | \$2,985.46 | M | |
| | UNION BANK | | 9/25/2020 | | September | | 010-32200-0-11100-10000-43000-0 | \$270.00 | M | |
| | | | | | | | Total Check Amount: | \$4,239.16 | | |
| 013764 | Valley VoIP | PV-210605 | 10/5/2020 | | 1067 | | 010-00000-0-00000-72000-59000-0 | \$300.00 | | 22 |
| | | | | | | | Total Check Amount: | \$300.00 | | |
| 013816 | ZeroNox, Inc. | PV-210606 | 9/29/2020 | | JE-1670 | | 010-81500-0-00000-81100-64000-0 | \$22,083.36 | F | |
| | | | | | | | Total Check Amount: | \$22,083.36 | | |

Accounts Payable Final PreList - 10/8/2020 12:15:05PM

*** FINAL ***

Batch No 355

Audit

Amount Flag EFT

| Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code |
|------------------|--------------|------|------------|----------------|--------------|
|------------------|--------------|------|------------|----------------|--------------|

Vendor No Vendor Name

Total District Payment Amount: \$171,958.35


Accounts Payable Final PreList - 10/8/2020 12:15:05PM

12:15:05PM

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Flag | EFT |
|--------------------------------------|-------------|------------------|--------------|------|------------|----------------|--------------|--------|------|-----|
| Batch No 355 | | | | | | | | | | |
| Total Accounts Payable: \$171,958.35 | | | | | | | | | | |

*** FINAL ***
Batch No 355
Audit

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 171,958.35 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).


Authorizing Signature
Date 10/8/20

| Fund Summary | Total |
|--------------|--------------|
| 010 | \$169,272.18 |
| 130 | \$2,686.17 |
| Total | \$171,958.35 |

Tulare County Office of Education
 Accounts Payable Final PreList - 10/15/2020 10:00:38AM

10/15/2020
 10:00:38AM

*** FINAL ***
 Batch No 356

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Flag | EFT | Audit |
|----------------------------|-----------------------------|------------------|--------------|------|--------------|----------------|---------------------------------|-------------------|------|-----|-------|
| 013401 | 4IMPRINT INC | PV-210609 | 10/6/2020 | | 8523422 | | 010-07200-0-11100-10000-43000-0 | \$1,083.33 | | | |
| Total Check Amount: | | | | | | | | \$1,083.33 | | | |
| 013652 | ARMANDO VELARDE | PV-210610 | 9/25/2020 | | SP-092520-01 | | 010-00000-0-11100-10000-43000-0 | \$70.00 | | | |
| Total Check Amount: | | | | | | | | \$70.00 | | | |
| 013529 | CHARTER COMMUNICATIONS | PV-210628 | 10/1/2020 | | 60100120 | | 010-00000-0-00000-27000-59000-0 | \$381.96 | | | H |
| Total Check Amount: | | | | | | | | \$381.96 | | | |
| 012911 | CROUZET IRRIGATION SUPPLY | PV-210611 | 9/25/2020 | | 164936 | | 010-81500-0-00000-81100-43000-0 | \$1,120.42 | | | |
| Total Check Amount: | | | | | | | | \$1,120.42 | | | |
| 013840 | Daniel Arreola | PV-210636 | 10/13/2020 | | 00000 | | 010-11000-0-11100-10000-43000-0 | \$100.00 | | | |
| Total Check Amount: | | | | | | | | \$100.00 | | | |
| 013719 | ECOLAB | PV-210613 | 10/9/2020 | | 3244469 | | 130-53100-0-00000-82000-58000-0 | \$123.57 | | | |
| 013719 | ECOLAB | PV-210614 | 10/9/2020 | | 3244468 | | 130-53100-0-00000-82000-58000-0 | \$139.39 | | | |
| Total Check Amount: | | | | | | | | \$262.96 | | | |
| 012481 | EMPLOYMENT DEVELOPMENT DEPT | PV-210612 | 10/14/2020 | | 00000 | | 010-00000-0-00000-00000-95025-0 | \$357.20 | | | G |
| Total Check Amount: | | | | | | | | \$357.20 | | | |
| 012978 | FOLLETT SOFTWARE COMPANY | PV-210615 | 10/1/2020 | | 1416227 | | 010-11000-0-11100-10000-43000-0 | \$1,489.66 | | | |
| Total Check Amount: | | | | | | | | \$1,489.66 | | | |
| 012352 | LAWRENCE TRACTOR | PV-210616 | 9/29/2020 | | 441362 | | 010-81500-0-00000-81100-43000-0 | \$518.72 | | | |
| Total Check Amount: | | | | | | | | \$518.72 | | | |
| 013419 | LOWES | PV-210617 | 9/8/2020 | | 911725 | | 010-81500-0-00000-81100-43000-0 | \$12.44 | | | |
| 013419 | LOWES | PV-210618 | 9/24/2020 | | 912332 | | 010-81500-0-00000-81100-43000-0 | \$24.78 | | | |
| 013419 | LOWES | PV-210619 | 9/28/2020 | | 920237 | | 010-81500-0-00000-81100-43000-0 | \$19.87 | | | H |
| Total Check Amount: | | | | | | | | \$57.09 | | | |
| 012102 | LOZANO SMITH | PV-210637 | 10/14/2020 | | 2120557 | | 010-00000-0-00000-76002-58000-0 | \$135.00 | | | |
| Total Check Amount: | | | | | | | | \$135.00 | | | |

Accounts Payable Final PreList - 10/15/2020 10:00:38AM

*** FINAL ***
Batch No 356

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Flag | EFT | Audit |
|----------------------------|--------------------------------|------------------|--------------|------|--------------|----------------|---------------------------------|-----------------|------|-----|-------|
| 013370 | ORIENTAL TRADING COMPANY INC | PV-210620 | 10/2/2020 | | 705384764-01 | | 010-00000-0-00000-72000-43000-0 | \$496.40 | H | | |
| Total Check Amount: | | | | | | | | \$135.00 | | | |
| 013218 | POPLAR COMMUNITY SERVICE DISTR | PV-210621 | 9/30/2020 | | OCTOBER | | 010-00000-0-00000-82000-55000-0 | \$532.46 | | | |
| Total Check Amount: | | | | | | | | \$496.40 | | | |
| 012562 | PRODUCERS DAIRY PRODUCTS | PV-210622 | 10/12/2020 | | 171 | | 130-53100-0-00000-37000-47000-0 | \$382.32 | | | 22 |
| Total Check Amount: | | | | | | | | \$532.46 | | | |
| 012368 | QUILL CORP | PV-210623 | 10/8/2020 | | 11204134 | | 010-00000-0-00000-72000-43000-0 | \$205.75 | | | |
| Total Check Amount: | | | | | | | | \$382.32 | | | |
| 013166 | RAY MORGAN COMPANY INC | PV-210624 | 10/5/2020 | | 3099615 | | 010-00000-0-00000-27000-56000-0 | \$828.73 | | | |
| Total Check Amount: | | | | | | | | \$205.75 | | | |
| 012080 | SCHOLASTIC INC. | PV-210627 | 9/29/2020 | | 24043111 | | 010-32200-0-11100-10000-43000-0 | \$1,858.29 | | | |
| Total Check Amount: | | | | | | | | \$828.73 | | | |
| 013211 | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210629 | 10/1/2020 | | 744840 | | 010-11000-0-11100-10000-43000-0 | \$2.20 | | | |
| | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210630 | 10/1/2020 | | 744862 | | 010-90271-2-81000-59000-43000-0 | \$30.15 | | | |
| | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210631 | 10/1/2020 | | 745081 | | 010-11000-0-11100-10000-43000-0 | \$129.76 | | | |
| | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210632 | 10/7/2020 | | 746962 | | 010-11000-0-11100-10000-43000-0 | \$7.06 | | | |
| | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210633 | 9/30/2020 | | 744205 | | 010-32200-0-11100-10000-43000-0 | \$120.61 | | | |
| | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210634 | 9/30/2020 | | 744489 | | 010-11000-0-11100-10000-43000-0 | \$66.66 | | | |
| Total Check Amount: | | | | | | | | \$356.44 | | | |
| 012560 | SYSCO OF CENTRAL CALIFORNIA | PV-210625 | 10/12/2020 | | 284561313 | | 130-53100-0-00000-37000-47000-0 | \$1,582.61 | | | |
| | SYSCO OF CENTRAL CALIFORNIA | PV-210626 | 10/12/2020 | | 284561314 | | 130-53100-0-00000-37000-43000-0 | \$48.49 | | | |

Accounts Payable Final PreList - 10/15/2020 10:00:38AM

*** FINAL ***

Batch No 356

Audit

Amount Flag EFT

Separate
Check Account Code

Reference Invoice
Number Date

PO # Invoice No

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Flag | EFT |
|----------------------------|--------------------------------|------------------|--------------|------|--------------|----------------|---------------------------------|-------------------|------|-----|
| 013066 | VALLEY PACIFIC PETROLEUM SYSTE | PV-210635 | 9/30/2020 | | CL 20-282922 | | 010-00000-0-00000-82000-43000-0 | \$150.74 | | |
| Total Check Amount: | | | | | | | | \$1,631.10 | | |
| Total Check Amount: | | | | | | | | \$150.74 | | |

Accounts Payable Final PreList - 10/15/2020 10:00:38AM

*** FINAL ***

Batch No 356

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Flag | EFT | Audit |
|-----------|-------------|------------------|--------------|------|------------|----------------|--------------|--------|------|-----|-------|
|-----------|-------------|------------------|--------------|------|------------|----------------|--------------|--------|------|-----|-------|

Total District Payment Amount: \$12,018.57

Accounts Payable Final PreList - 10/15/2020 10:00:38AM

*** FINAL ***

Batch No 356

Audit

Amount Flag EFT

Reference Invoice
Number Date

PO # Invoice No

Separate
Check Account Code

Batch No 356

Total Accounts Payable: \$12,018.57

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 12,018.57 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).


Authorizing Signature Date 10/15/20

| Fund Summary | Total |
|--------------|-------------|
| 010 | \$9,742.19 |
| 130 | \$2,276.38 |
| Total | \$12,018.57 |

Tulare County Office of Education

Accounts Payable Final PreList - 10/29/2020 12:52:15PM

10/29/2020
12:52:15PM

*** FINAL ***

Batch No 357

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Flag | EFT | Audit |
|-----------|--------------------------------|------------------|--------------|--------------|------------|----------------|---------------------------------|--------------------|------|-----|-------|
| 013742 | AALRR | PV-210700 | 9/30/2020 | 606283 | | | 010-00000-0-00000-76002-58000-0 | \$588.00 | | | |
| | | | | | | | Total Check Amount: | \$588.00 | | | |
| 013423 | AMERICAN INCORPORATED | PV-210678 | 10/23/2020 | 7120186 | | | 130-53100-0-00000-82000-58000-0 | \$897.64 | | | |
| | | | | | | | Total Check Amount: | \$897.64 | | | |
| 013652 | ARMANDO VELARDE | PV-210677 | 10/15/2020 | SP-101520-01 | | | 010-00000-0-11100-10000-43000-0 | \$450.00 | | | |
| | | | | | | | Total Check Amount: | \$450.00 | | | |
| 004283 | AT&T | PV-210699 | 10/13/2020 | 15468057 | | | 010-00000-0-00000-72000-59000-0 | \$155.36 | | | |
| | | | | | | | Total Check Amount: | \$155.36 | | | |
| 013827 | Bob McCloskey Insurance | PV-210701 | 10/22/2020 | 2492 | | | 010-00000-0-00000-27000-54500-0 | \$968.00 | | | |
| | | | | | | | Total Check Amount: | \$968.00 | | | |
| 013756 | Buzz Kill Pest Control | PV-210702 | 10/17/2020 | 32283 | | | 010-00000-0-00000-82000-58000-0 | \$365.00 | | | |
| | Buzz Kill Pest Control | PV-210703 | 10/17/2020 | 32284 | | | 010-00000-0-00000-82000-58000-0 | \$105.00 | | | |
| | | | | | | | Total Check Amount: | \$470.00 | | | |
| 012871 | CASH | PV-210679 | 10/15/2020 | 143897 | | | 010-00000-0-00000-71000-53000-0 | \$202.00 | | | |
| | | | | | | | Total Check Amount: | \$202.00 | | | |
| 013843 | Changala's Pumpkin Patch | PV-210675 | 10/27/2020 | 00000 | | | 010-11000-0-11100-10000-43000-0 | \$625.00 | | | |
| | | | | | | | Total Check Amount: | \$625.00 | | | |
| 012982 | DELL MARKETING L.P. | PV-210704 | 9/28/2020 | 10427206098 | | | 010-11000-0-11100-10000-44000-0 | \$16,866.39 | | | A |
| | | | | | | | Total Check Amount: | \$16,866.39 | | | |
| 013748 | GOTTSCHALK MUSIC CENTER | PV-210705 | 10/13/2020 | 985459 | | | 010-32200-0-11100-10000-43000-0 | \$3,433.61 | | | |
| | | | | | | | Total Check Amount: | \$3,433.61 | | | |
| 013641 | LIFETOUGH NSS ACCTS RECEIVABLE | PV-210784 | 10/12/2020 | EVTMTTSJ4 | | | 010-00000-0-11100-10000-43000-0 | \$1,275.00 | | | |
| | | | | | | | Total Check Amount: | \$1,275.00 | | | |

Accounts Payable Final PreList - 10/29/2020 12:52:15PM

*** FINAL ***
Batch No 357

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Flag | EFT | Audit |
|-----------|-----------------------------------|------------------|--------------|------|--------------|----------------|---------------------------------|-------------------|------|-----|-------|
| 013370 | ORIENTAL TRADING COMPANY INC | PV-210707 | 10/9/2020 | | 705566980-01 | | 010-32200-0-11100-10000-43000-0 | \$61.32 | | | |
| 013844 | Park Planet | PV-210676 | 10/20/2020 | | 2000631 | | 010-81500-0-00000-81100-56000-0 | \$10,761.25 | D | | |
| | | | | | | | Total Check Amount: | \$61.32 | | | |
| 012562 | PRODUCERS DAIRY PRODUCTS | PV-210680 | 10/15/2020 | | 173 | | 130-53100-0-00000-37000-47000-0 | \$382.32 | | | 22 |
| | PRODUCERS DAIRY PRODUCTS | PV-210681 | 10/19/2020 | | 179 | | 130-53100-0-00000-37000-47000-0 | \$509.76 | | | 22 |
| | PRODUCERS DAIRY PRODUCTS | PV-210682 | 10/22/2020 | | 181 | | 130-53100-0-00000-37000-47000-0 | \$254.88 | | | 22 |
| | PRODUCERS DAIRY PRODUCTS | PV-210683 | 10/26/2020 | | 187 | | 130-53100-0-00000-37000-47000-0 | \$484.92 | | | 22 |
| | | | | | | | Total Check Amount: | \$1,631.88 | | | |
| 013841 | Pryor Learning Solutions | PV-210673 | 10/20/2020 | | 20-27616922 | | 010-07200-0-11100-10000-58000-0 | \$149.00 | | | |
| | | | | | | | Total Check Amount: | \$149.00 | | | |
| 005387 | SOCALGAS | PV-210711 | 10/5/2020 | | OCT | | 010-00000-0-00000-82000-55000-0 | \$192.79 | | | |
| | SOCALGAS | PV-210712 | 10/5/2020 | | OCT | | 010-00000-0-00000-82000-55000-0 | \$25.98 | | | |
| | | | | | | | Total Check Amount: | \$218.77 | | | |
| 005383 | SOUTHERN CALIF EDISON CO | PV-210672 | 10/3/2020 | | OCT | | 010-00000-0-00000-82000-55000-0 | \$1,873.63 | | | |
| | | | | | | | Total Check Amount: | \$1,873.63 | | | |
| 013211 | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210688 | 10/15/2020 | | 749946 | | 010-11000-0-11100-10000-43000-0 | \$5.52 | | | |
| | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210689 | 10/15/2020 | | 750141 | | 010-11000-0-11100-10000-43000-0 | \$182.94 | | | |
| | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210690 | 10/13/2020 | | 749141 | | 010-11000-0-11100-10000-43000-0 | \$24.80 | | | |
| | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210691 | 10/20/2020 | | 751432 | | 010-11000-0-11100-10000-43000-0 | \$3.45 | | | |
| | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210692 | 10/20/2020 | | 751467 | | 010-11000-0-11100-10000-43000-0 | \$154.60 | | | |
| | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210693 | 10/20/2020 | | 751601 | | 010-11000-0-11100-10000-43000-0 | \$10.41 | | | |
| | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210694 | 10/21/2020 | | 751950 | | 010-11000-0-11100-10000-43000-0 | \$28.59 | | | |
| | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210695 | 10/21/2020 | | 752058 | | 010-11000-0-11100-10000-43000-0 | \$20.52 | | | |
| | SOUTHWEST SCHOOL & OFFICE SUPP | PV-210696 | 10/21/2020 | | 752059 | | 010-11000-0-11100-10000-43000-0 | \$168.18 | | | |

Tulare County Office of Education

Accounts Payable Final PreList - 10/29/2020 12:52:15PM

10/29/2020
12:52:15PM

*** FINAL ***
Batch No 357

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Flag | EFT |
|-----------|-------------------|------------------|--------------|------|-----------------|----------------|---------------------------------|------------|------|-----|
| 013838 | Steve Weiss Music | PV-210709 | 10/8/2020 | | 1013586.4 | | 010-32200-0-11100-10000-44000-0 | \$599.01 | | |
| | Steve Weiss Music | PV-210710 | 9/16/2020 | | 1013586.3 | | 010-32200-0-11100-10000-44000-0 | \$725.70 | | |
| | | | | | | | | \$96.92 | | |
| | | | | | | | | \$822.62 | | |
| 013114 | SYNCB/AMAZON | PV-210638 | 8/11/2020 | | 637698573498 | | 010-32200-0-11100-10000-43000-0 | (\$533.07) | | |
| | SYNCB/AMAZON | PV-210639 | 8/11/2020 | | 575636949763 | | 010-32200-0-11100-10000-43000-0 | (\$365.05) | | |
| | SYNCB/AMAZON | PV-210640 | 8/12/2020 | | 866956478566 | | 010-32200-0-11100-10000-43000-0 | (\$533.07) | | |
| | SYNCB/AMAZON | PV-210641 | 8/19/2020 | | 489369989778 | | 010-32200-0-11100-10000-43000-0 | (\$781.20) | | |
| | SYNCB/AMAZON | PV-210642 | 9/8/2020 | | 1971958CM-040X2 | | 010-32200-0-11100-10000-43000-0 | (\$16.52) | | |
| | SYNCB/AMAZON | PV-210643 | 9/24/2020 | | 1968442CM-04Q2I | | 010-32200-0-11100-10000-43000-0 | (\$300.00) | | |
| | SYNCB/AMAZON | PV-210644 | 9/9/2020 | | 447644944786 | | 010-11000-0-11100-10000-43000-0 | \$118.48 | | |
| | SYNCB/AMAZON | PV-210645 | 9/9/2020 | | 784369638864 | | 010-11000-0-11100-10000-43000-0 | \$27.96 | | |
| | SYNCB/AMAZON | PV-210646 | 9/9/2020 | | 476665974865 | | 010-90271-2-81000-59000-43000-0 | \$53.84 | | |
| | SYNCB/AMAZON | PV-210647 | 9/3/2020 | | 483793358937 | | 010-32200-0-11100-10000-43000-0 | \$213.32 | | |
| | SYNCB/AMAZON | PV-210648 | 9/9/2020 | | 463634943735 | | 010-11000-0-11100-10000-43000-0 | \$34.02 | | |
| | SYNCB/AMAZON | PV-210649 | 10/12/2020 | | 984967556846 | | 010-00000-0-00000-72000-43000-0 | (\$162.56) | | |
| | SYNCB/AMAZON | PV-210650 | 9/24/2020 | | 899799469489 | | 010-32200-0-11100-10000-43000-0 | \$131.16 | | |
| | SYNCB/AMAZON | PV-210651 | 9/21/2020 | | 99484796796 | | 010-11000-0-11100-10000-43000-0 | \$64.32 | | |
| | SYNCB/AMAZON | PV-210652 | 9/24/2020 | | 436634668755 | | 010-32200-0-11100-10000-43000-0 | \$318.94 | | |
| | SYNCB/AMAZON | PV-210653 | 9/11/2020 | | 559849397975 | | 010-32200-0-11100-10000-43000-0 | \$20.31 | | |
| | SYNCB/AMAZON | PV-210654 | 10/3/2020 | | 459977358984 | | 010-00000-0-00000-72000-43000-0 | \$93.63 | | |
| | SYNCB/AMAZON | PV-210655 | 10/3/2020 | | 535778547595 | | 010-00000-0-00000-72000-43000-0 | \$63.51 | | |
| | SYNCB/AMAZON | PV-210656 | 10/3/2020 | | 565653557363 | | 010-81500-0-00000-81100-43000-0 | \$172.18 | | |
| | SYNCB/AMAZON | PV-210657 | 9/24/2020 | | 635949887334 | | 010-11000-0-11100-10000-43000-0 | \$101.70 | | |
| | SYNCB/AMAZON | PV-210658 | 9/11/2020 | | 553944459939 | | 010-32200-0-11100-10000-43000-0 | \$103.47 | | |
| | SYNCB/AMAZON | PV-210659 | 10/3/2020 | | 456866769396 | | 010-11000-0-11100-10000-43000-0 | \$14.16 | | |
| | SYNCB/AMAZON | PV-210660 | 10/3/2020 | | 487368586957 | | 010-32200-0-11100-10000-43000-0 | \$53.25 | | |
| | SYNCB/AMAZON | PV-210661 | 9/15/2020 | | 459997544698 | | 010-32100-0-11100-10000-43000-0 | \$242.40 | | |
| | SYNCB/AMAZON | PV-210662 | 9/15/2020 | | 433384988645 | | 010-32100-0-11100-10000-43000-0 | \$157.98 | | |
| | SYNCB/AMAZON | PV-210663 | 10/8/2020 | | 636776363673 | | 010-32200-0-11100-10000-43000-0 | \$947.65 | | |
| | SYNCB/AMAZON | PV-210664 | 9/21/2020 | | 463843765447 | | 010-00000-0-00000-72000-43000-0 | \$40.79 | | |
| | SYNCB/AMAZON | PV-210665 | 9/24/2020 | | 854954543548 | | 010-32200-0-11100-10000-43000-0 | \$2,207.80 | | |
| | SYNCB/AMAZON | PV-210666 | 9/14/2020 | | 648963986437 | | 010-90271-2-81000-59000-43000-0 | \$57.07 | | |
| | SYNCB/AMAZON | PV-210667 | 10/6/2020 | | 879897799838 | | 010-32200-0-11100-10000-43000-0 | \$161.55 | | |

Total Check Amount:

Total Check Amount:

Tulare County Office of Education
 Accounts Payable Final PreList - 10/29/2020 12:52:15PM

*** FINAL ***
 Batch No 357

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Flag | EFT | Audit |
|-----------|--------------|------------------|--------------|------|--------------|----------------|---------------------------------|------------|------|-----|-------|
| 013114 | SYNCB/AMAZON | PV-210668 | 10/5/2020 | | 433396583996 | | 010-32200-0-11100-10000-43000-0 | \$258.40 | | | |
| | SYNCB/AMAZON | PV-210669 | 9/10/2020 | | 638963945795 | | 010-11000-0-11100-10000-43000-0 | \$32.31 | | | |
| | SYNCB/AMAZON | PV-210670 | 9/30/2020 | | 734376463933 | | 010-32200-0-11100-10000-43000-0 | \$645.31 | | | |
| | SYNCB/AMAZON | PV-210671 | 10/1/2020 | | 433365945495 | | 010-32200-0-11100-10000-43000-0 | \$66.76 | | | |
| | SYNCB/AMAZON | PV-210717 | 10/10/2020 | | 47220614 | | 010-32100-0-11100-10000-43000-0 | \$280.00 | | | |
| | SYNCB/AMAZON | PV-210718 | 10/11/2020 | | 47220610 | | 010-32200-0-11100-10000-43000-0 | \$1,125.30 | | | |
| | SYNCB/AMAZON | PV-210719 | 10/11/2020 | | 47220616 | | 010-32100-0-11100-10000-43000-0 | \$603.35 | | | |
| | SYNCB/AMAZON | PV-210720 | 10/10/2020 | | 47220603 | | 010-32200-0-11100-10000-43000-0 | \$67.86 | | | |
| | SYNCB/AMAZON | PV-210721 | 10/11/2020 | | 47241742 | | 010-32200-0-11100-10000-43000-0 | \$3,375.90 | | | |
| | SYNCB/AMAZON | PV-210722 | 10/11/2020 | | 47241727 | | 010-32100-0-11100-10000-43000-0 | \$186.14 | | | |
| | SYNCB/AMAZON | PV-210723 | 10/13/2020 | | 47277349 | | 010-32100-0-11100-10000-43000-0 | \$113.10 | | | |
| | SYNCB/AMAZON | PV-210724 | 10/21/2020 | | 47407759 | | 010-11000-0-11100-10000-43000-0 | \$114.18 | | | |
| | SYNCB/AMAZON | PV-210725 | 10/20/2020 | | 47387910 | | 010-11000-0-11100-10000-43000-0 | \$11.84 | | | |
| | SYNCB/AMAZON | PV-210726 | 10/20/2020 | | 47387914 | | 010-32100-0-11100-10000-43000-0 | \$43.69 | | | |
| | SYNCB/AMAZON | PV-210727 | 10/20/2020 | | 47387920 | | 010-32200-0-11100-10000-43000-0 | \$99.12 | | | |
| | SYNCB/AMAZON | PV-210728 | 10/20/2020 | | 47387930 | | 010-32200-0-11100-10000-43000-0 | \$248.40 | | | |
| | SYNCB/AMAZON | PV-210729 | 10/20/2020 | | 47367091 | | 010-81500-0-00000-81100-43000-0 | \$110.40 | | | |
| | SYNCB/AMAZON | PV-210730 | 10/20/2020 | | 47367432 | | 010-32100-0-11100-10000-43000-0 | \$24.33 | | | |
| | SYNCB/AMAZON | PV-210731 | 10/20/2020 | | 47367469 | | 010-32200-0-11100-10000-43000-0 | \$190.84 | | | |
| | SYNCB/AMAZON | PV-210732 | 10/20/2020 | | 47367489 | | 010-32200-0-11100-10000-43000-0 | \$623.86 | | | |
| | SYNCB/AMAZON | PV-210733 | 10/20/2020 | | 47367092 | | 010-32200-0-11100-10000-43000-0 | \$204.71 | | | |
| | SYNCB/AMAZON | PV-210734 | 10/19/2020 | | 47348457 | | 010-11000-0-11100-10000-43000-0 | \$15.24 | | | |
| | SYNCB/AMAZON | PV-210735 | 10/19/2020 | | 47348459 | | 010-00000-0-00000-27000-43000-0 | \$38.08 | | | |
| | SYNCB/AMAZON | PV-210736 | 10/19/2020 | | 47348481 | | 010-32100-0-11100-10000-43000-0 | \$435.92 | | | |
| | SYNCB/AMAZON | PV-210737 | 10/25/2020 | | 47443706 | | 010-32200-0-11100-10000-43000-0 | \$51.17 | | | |
| | SYNCB/AMAZON | PV-210738 | 10/24/2020 | | 47443707 | | 010-32200-0-11100-10000-43000-0 | \$51.17 | | | |
| | SYNCB/AMAZON | PV-210739 | 10/24/2020 | | 47431904 | | 010-00000-0-00000-72000-43000-0 | \$17.21 | | | |
| | SYNCB/AMAZON | PV-210740 | 10/24/2020 | | 47432183 | | 010-00000-0-00000-72000-43000-0 | \$30.09 | | | |
| | SYNCB/AMAZON | PV-210741 | 10/23/2020 | | 47432196 | | 010-00000-0-00000-72000-43000-0 | \$80.70 | | | |
| | SYNCB/AMAZON | PV-210742 | 10/22/2020 | | 47407724 | | 010-11000-0-11100-10000-43000-0 | \$5.14 | | | |
| | SYNCB/AMAZON | PV-210743 | 10/22/2020 | | 47407741 | | 010-11000-0-11100-10000-43000-0 | \$41.94 | | | |
| | SYNCB/AMAZON | PV-210744 | 10/22/2020 | | 47407775 | | 010-32200-0-11100-10000-43000-0 | \$344.78 | | | |
| | SYNCB/AMAZON | PV-210745 | 10/21/2020 | | 47387918 | | 010-11000-0-11100-10000-43000-0 | \$76.16 | | | |
| | SYNCB/AMAZON | PV-210746 | 10/21/2020 | | 47387919 | | 010-32200-0-11100-10000-43000-0 | \$94.71 | | | |
| | SYNCB/AMAZON | PV-210747 | 10/21/2020 | | 47387921 | | 010-32200-0-11100-10000-43000-0 | \$99.12 | | | |
| | SYNCB/AMAZON | PV-210748 | 10/21/2020 | | 47387931 | | 010-32100-0-11100-10000-43000-0 | \$1,292.97 | | | |

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*** FINAL ***

Batch No 357

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate | | Amount | Flag | EFT | Audit |
|-----------|--------------|------------------|--------------|------|------------|----------|---------------------------------|------------|------|-----|-------|
| | | | | | | Check | Account Code | | | | |
| 013114 | SYNCB/AMAZON | PV-210749 | 10/21/2020 | | 47387747 | | 010-32100-0-11100-10000-43000-0 | \$1,001.40 | | | |
| | SYNCB/AMAZON | PV-210750 | 10/21/2020 | | 47387750 | | 010-32100-0-11100-10000-43000-0 | \$36.98 | | | |
| | SYNCB/AMAZON | PV-210751 | 10/7/2020 | | 47168181 | | 010-32100-0-11100-10000-43000-0 | \$603.35 | | | |
| | SYNCB/AMAZON | PV-210752 | 9/16/2020 | | 46831027 | | 010-32100-0-11100-10000-43000-0 | \$269.84 | | | |
| | SYNCB/AMAZON | PV-210753 | 9/23/2020 | | 46995169 | | 010-11000-0-11100-10000-43000-0 | \$495.85 | | | |
| | SYNCB/AMAZON | PV-210754 | 9/27/2020 | | 47007025 | | 010-00000-0-00000-72000-43000-0 | \$58.78 | | | |
| | SYNCB/AMAZON | PV-210755 | 9/27/2020 | | 47007009 | | 010-00000-0-00000-72000-43000-0 | \$6.45 | | | |
| | SYNCB/AMAZON | PV-210756 | 9/18/2020 | | 46891071 | | 010-32200-0-11100-10000-43000-0 | \$53.86 | | | |
| | SYNCB/AMAZON | PV-210757 | 9/10/2020 | | 46762291 | | 010-32200-0-11100-10000-43000-0 | \$637.88 | | | H |
| | SYNCB/AMAZON | PV-210758 | 9/15/2020 | | 46877051 | | 010-00000-0-00000-27000-43000-0 | \$51.78 | | | |
| | SYNCB/AMAZON | PV-210759 | 10/7/2020 | | 47187195 | | 010-32100-0-11100-10000-43000-0 | \$280.14 | | | |
| | SYNCB/AMAZON | PV-210760 | 9/12/2020 | | 46774759 | | 010-32100-0-11100-10000-43000-0 | \$578.90 | | | |
| | SYNCB/AMAZON | PV-210761 | 9/26/2020 | | 46994779 | | 010-32100-0-11100-10000-43000-0 | \$7.31 | | | |
| | SYNCB/AMAZON | PV-210762 | 9/25/2020 | | 46995150 | | 010-00000-0-00000-27000-43000-0 | \$107.74 | | | |
| | SYNCB/AMAZON | PV-210763 | 9/24/2020 | | 46995156 | | 010-32100-0-11100-10000-43000-0 | \$193.80 | | | |
| | SYNCB/AMAZON | PV-210764 | 9/25/2020 | | 46984697 | | 010-32100-0-11100-10000-43000-0 | \$81.85 | | | |
| | SYNCB/AMAZON | PV-210765 | 9/25/2020 | | 46984708 | | 010-32100-0-11100-10000-43000-0 | \$172.94 | | | |
| | SYNCB/AMAZON | PV-210766 | 9/25/2020 | | 47040232 | | 010-00000-0-00000-72000-43000-0 | \$26.37 | | | |
| | SYNCB/AMAZON | PV-210767 | 10/12/2020 | | 47277342 | | 010-32100-0-11100-10000-43000-0 | \$1,080.81 | | | |
| | SYNCB/AMAZON | PV-210768 | 10/26/2020 | | 47458673 | | 010-32200-0-11100-10000-43000-0 | (\$131.16) | | | |
| | SYNCB/AMAZON | PV-210769 | 10/16/2020 | | 47331844 | | 010-32200-0-11100-10000-43000-0 | \$218.45 | | | |
| | SYNCB/AMAZON | PV-210770 | 10/26/2020 | | 47458628 | | 010-81500-0-00000-81100-43000-0 | \$61.16 | | | H |
| | SYNCB/AMAZON | PV-210771 | 10/14/2020 | | 47308465 | | 010-32100-0-11100-10000-43000-0 | \$1,346.50 | | | |
| | SYNCB/AMAZON | PV-210772 | 10/14/2020 | | 47308470 | | 010-32100-0-11100-10000-43000-0 | \$1,402.25 | | | |
| | SYNCB/AMAZON | PV-210773 | 10/15/2020 | | 47319229 | | 010-32100-0-11100-10000-43000-0 | \$141.76 | | | |
| | SYNCB/AMAZON | PV-210774 | 10/16/2020 | | 47319234 | | 010-32200-0-11100-10000-43000-0 | \$215.45 | | | H |
| | SYNCB/AMAZON | PV-210775 | 10/16/2020 | | 47319244 | | 010-32100-0-11100-10000-43000-0 | \$676.44 | | | |
| | SYNCB/AMAZON | PV-210776 | 10/17/2020 | | 47319246 | | 010-32200-0-11100-10000-43000-0 | \$869.66 | | | H |
| | SYNCB/AMAZON | PV-210777 | 10/13/2020 | | 47295195 | | 010-32100-0-11100-10000-43000-0 | \$358.30 | | | |
| | SYNCB/AMAZON | PV-210778 | 10/15/2020 | | 47295197 | | 010-32100-0-11100-10000-43000-0 | \$561.89 | | | |
| | SYNCB/AMAZON | PV-210779 | 10/27/2020 | | 47476584 | | 010-00000-0-11100-10000-43000-0 | \$40.90 | | | |
| | SYNCB/AMAZON | PV-210780 | 10/27/2020 | | 47476586 | | 130-53100-0-00000-37000-43000-0 | \$60.18 | | | |
| | SYNCB/AMAZON | PV-210781 | 10/26/2020 | | 47476590 | | 130-53100-0-00000-37000-43000-0 | \$168.74 | | | |
| | SYNCB/AMAZON | PV-210782 | 10/16/2020 | | 47318979 | | 010-00000-0-00000-72000-43000-0 | \$117.81 | | | |
| | SYNCB/AMAZON | PV-210783 | 10/26/2020 | | 47476588 | | 010-00000-0-11100-10000-43000-0 | \$122.70 | | | |

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Batch No 357

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Flag | EFT | Audit |
|-----------|-------------|------------------|--------------|------|------------|----------------|--------------|--------|------|-----|-------|
|-----------|-------------|------------------|--------------|------|------------|----------------|--------------|--------|------|-----|-------|

Total Check Amount: \$25,785.28

| | | | | | | | | | | | |
|--------|-----------------------------|-----------|------------|--|-----------|--|---------------------------------|------------|--|--|--|
| 012560 | SYSCO OF CENTRAL CALIFORNIA | PV-210684 | 10/19/2020 | | 284567618 | | 130-53100-0-00000-37000-47000-0 | \$1,561.28 | | | |
| | SYSCO OF CENTRAL CALIFORNIA | PV-210685 | 10/19/2020 | | 284567619 | | 130-53100-0-00000-37000-43000-0 | \$413.36 | | | |
| | SYSCO OF CENTRAL CALIFORNIA | PV-210686 | 10/26/2020 | | 284573914 | | 130-53100-0-00000-37000-47000-0 | \$1,733.52 | | | |
| | SYSCO OF CENTRAL CALIFORNIA | PV-210687 | 10/26/2020 | | 284573915 | | 130-53100-0-00000-37000-43000-0 | \$156.35 | | | |

Total Check Amount: \$3,864.51

| | | | | | | | | | | | |
|--------|-----------------------------|-----------|------------|--|------|--|---------------------------------|------------|--|--|---|
| 013842 | Total Compensation Systems, | PV-210674 | 10/23/2020 | | 8632 | | 010-00000-0-00000-76002-58000-0 | \$3,000.00 | | | L |
|--------|-----------------------------|-----------|------------|--|------|--|---------------------------------|------------|--|--|---|

Total Check Amount: \$3,000.00

| | | | | | | | | | | | |
|--------|-------------------------|-----------|-----------|--|--------|--|---------------------------------|----------|--|--|--|
| 013773 | unWIRED BROADBAND, INC. | PV-210713 | 11/1/2020 | | 925773 | | 010-00000-0-00000-72000-59000-0 | \$199.99 | | | |
|--------|-------------------------|-----------|-----------|--|--------|--|---------------------------------|----------|--|--|--|

Total Check Amount: \$199.99

| | | | | | | | | | | | |
|--------|--------------------------------|-----------|------------|--|---------------|--|---------------------------------|----------|--|--|--|
| 013066 | VALLEY PACIFIC PETROLEUM SYSTE | PV-210698 | 10/15/2020 | | CL CL-2999790 | | 010-00000-0-00000-82000-43000-0 | \$137.83 | | | |
|--------|--------------------------------|-----------|------------|--|---------------|--|---------------------------------|----------|--|--|--|

Total Check Amount: \$137.83

| | | | | | | | | | | | |
|--------|------------------|-----------|------------|--|------------|--|---------------------------------|----------|--|--|--|
| 013004 | Verizon Wireless | PV-210714 | 10/10/2020 | | 9864624689 | | 010-00000-0-11100-10000-59000-0 | \$380.10 | | | |
|--------|------------------|-----------|------------|--|------------|--|---------------------------------|----------|--|--|--|

Total Check Amount: \$380.10

| | | | | | | | | | | | |
|--------|-------------------|-----------|------------|--|-----|--|---------------------------------|---------|--|--|--|
| 012431 | WALMART COMMUNITY | PV-210716 | 10/16/2020 | | 000 | | 010-90271-2-81000-59000-43000-0 | \$40.99 | | | |
|--------|-------------------|-----------|------------|--|-----|--|---------------------------------|---------|--|--|--|

Total Check Amount: \$40.99

| | | | | | | | | | | | |
|--------|------------------|-----------|-----------|--|-----|--|---------------------------------|----------|--|--|--|
| 012657 | WASTE MANAGEMENT | PV-210697 | 11/1/2020 | | NOV | | 010-00000-0-00000-82000-55000-0 | \$625.74 | | | |
| | WASTE MANAGEMENT | | 11/1/2020 | | NOV | | 130-53100-0-00000-82000-55000-0 | \$624.74 | | | |
| | WASTE MANAGEMENT | | 11/1/2020 | | NOV | | 010-00000-0-00000-82000-55000-0 | \$626.74 | | | |
| | WASTE MANAGEMENT | | 11/1/2020 | | NOV | | 130-53100-0-00000-82000-55000-0 | \$625.74 | | | |

Total Check Amount: \$2,502.96

| | | | | | | | | | | | |
|--------|-----------------------------|-----------|-----------|--|---------|--|---------------------------------|----------|--|--|--|
| 013681 | WILDLIFE CONTROL TECHNOLOGY | PV-210715 | 10/7/2020 | | 9841-IN | | 010-00000-0-00000-82000-58000-0 | \$200.00 | | | |
|--------|-----------------------------|-----------|-----------|--|---------|--|---------------------------------|----------|--|--|--|

Total Check Amount: \$200.00

Tulare County Office of Education

10/29/2020
12:52:15PM

Accounts Payable Final PreList - 10/29/2020 12:52:15PM

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Flag | EFT |
|---------------|-------------|------------------|--------------|------|------------|----------------|--------------|--------|------|-----|
| *** FINAL *** | | | | | | | | | | |
| Batch No 357 | | | | | | | | | | |
| Audit | | | | | | | | | | |

Total District Payment Amount: \$78,160.14

Tulare County Office of Education

Accounts Payable Final PreList - 10/29/2020 12:52:15PM

10/29/2020
12:52:15PM

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Flag | EFT |
|-------------------------------------------------|-------------|------------------|--------------|------|------------|----------------|--------------|--------------------|------|-----|
| <p style="text-align: center;">Batch No 357</p> | | | | | | | | | | |
| | | | | | | | | \$78,160.14 | | |

*** FINAL ***
Batch No 357
Audit

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 78,160.14 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).

Angela Bayler
 Authorizing Signature 10/29/20
 Date

| Fund Summary | Total |
|--------------|--------------------|
| 010 | \$70,286.71 |
| 130 | \$7,873.43 |
| Total | \$78,160.14 |

by Fund

| | 2020 - 2021 Working Thru 11/5/2020 | | 2020 - 2021 Actual Thru 11/5/2020 | | Total |
|----------------------------------------------------------------|---------------------------------------|----------------|--------------------------------------|--------------|----------------|
| | Unrestricted | Restricted | Unrestricted | Restricted | |
| 010 General Fund | | | | | |
| Revenues | | | | | |
| LCFF Sources | | | | | |
| 80110 LCFF State Aid - Current Year | \$4,171,757.00 | \$0.00 | \$4,171,757.00 | \$0.00 | \$1,163,603.56 |
| 80120 Education Protection Account | \$841,224.00 | \$0.00 | \$841,224.00 | \$0.00 | \$210,315.00 |
| 80190 LCFF/Revenue Limit State Aid - Prior Years | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 80410 Secured Rolls Tax | \$320,472.00 | \$0.00 | \$320,472.00 | \$0.00 | \$0.00 |
| Total LCFF Sources | \$5,333,453.00 | \$0.00 | \$5,333,453.00 | \$0.00 | \$1,373,918.56 |
| Federal Revenues | | | | | |
| 82900 All Other Federal Revenue | \$0.00 | \$1,264,120.00 | \$1,264,120.00 | \$733,366.00 | \$733,366.00 |
| Total Federal Revenues | \$0.00 | \$1,264,120.00 | \$1,264,120.00 | \$733,366.00 | \$733,366.00 |
| Other State Revenues | | | | | |
| 85500 Mandated Cost Reimbursements | \$14,628.00 | \$0.00 | \$14,628.00 | \$0.00 | \$0.00 |
| 85600 State Lottery Revenue | \$69,962.00 | \$24,692.00 | \$94,654.00 | \$10,287.30 | \$21,074.42 |
| 85900 All Other State Revenue | \$3,000.00 | \$339,674.00 | \$342,674.00 | \$0.00 | \$45,148.00 |
| Total Other State Revenues | \$87,590.00 | \$364,366.00 | \$451,956.00 | \$10,287.30 | \$66,222.42 |
| Other Local Revenues | | | | | |
| 86600 Interest | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$19,338.84 |
| 86620 Net Increase (Decrease) in the Fair Value of Investments | \$0.00 | \$0.00 | \$0.00 | \$0.00 | (\$82,650.15) |
| 86990 All Other Local Revenue | \$21,652.19 | \$76,226.00 | \$97,878.19 | \$24,551.76 | \$64,341.92 |
| Total Other Local Revenues | \$21,652.19 | \$76,226.00 | \$97,878.19 | \$24,551.76 | \$1,030.61 |
| Total Revenues | \$5,442,695.19 | \$1,704,712.00 | \$7,147,407.19 | \$813,852.88 | \$2,174,537.59 |
| Expenditures | | | | | |
| Certificated Salaries | | | | | |
| 11000 Certificated Teachers' Salaries | \$1,761,316.00 | \$79,316.00 | \$1,840,632.00 | \$35,578.00 | \$520,193.07 |
| 11002 Substitute Teachers | \$25,000.00 | \$0.00 | \$25,000.00 | \$0.00 | \$3,275.00 |

Budget Comparison Report

BCR600

11/5/2020

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by Fund

| | 2020 - 2021 Working Thru 11/5/2020 | | 2020 - 2021 Actual Thru 11/5/2020 | |
|--------------------------------------------------------------------|---------------------------------------|--------------|--------------------------------------|--------------|
| | Unrestricted | Restricted | Unrestricted | Restricted |
| 010 General Fund | | | | |
| 37520 OPEB, Active Employees, classified positions | \$14,675.00 | \$1,875.00 | \$16,550.00 | \$0.00 |
| Total Employee Benefits | \$1,366,887.25 | \$486,029.49 | \$1,852,916.74 | \$70,866.89 |
| Books and Supplies | | | | |
| 42000 Books and Other Reference Materials | \$0.00 | \$24,692.00 | \$24,692.00 | \$2,090.50 |
| 43000 Materials and Supplies | \$325,696.44 | \$637,170.00 | \$962,866.44 | \$382,110.65 |
| 44000 Non-Capitalized Equipment | \$123,000.00 | \$113,526.12 | \$236,526.12 | \$83,461.42 |
| Total Books and Supplies | \$448,696.44 | \$775,388.12 | \$1,224,084.56 | \$467,662.57 |
| Services, Other Operating Expenses | | | | |
| 52000 Travel and Conferences | \$20,850.00 | \$10,000.00 | \$30,850.00 | \$0.00 |
| 53000 Dues and Memberships | \$15,000.00 | \$0.00 | \$15,000.00 | \$6,006.18 |
| 54400 Pupil Insurance | \$1,100.00 | \$0.00 | \$1,100.00 | \$0.00 |
| 54500 Other Insurance | \$32,500.00 | \$0.00 | \$32,500.00 | \$27,713.00 |
| 55000 Operation and Housekeeping Services | \$90,000.00 | \$0.00 | \$90,000.00 | \$37,876.81 |
| 56000 Rentals, Leases, Repairs and Non-Capitalized Improvements | \$76,500.00 | \$25,000.00 | \$101,500.00 | \$19,130.31 |
| 57103 Transfers of Direct Costs - Transportation | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 58000 Professional/Consulting Services and Operating Expenditures | \$408,364.00 | \$244,678.00 | \$653,042.00 | \$123,137.20 |
| 58009 Pension Penalties & Interest | \$600.00 | \$0.00 | \$600.00 | \$0.00 |
| 59000 Communications | \$27,166.00 | \$5,000.00 | \$32,166.00 | \$7,227.33 |
| Total Services, Other Operating Expenses | \$672,080.00 | \$284,678.00 | \$956,758.00 | \$223,784.43 |
| Capital Outlay | | | | |
| 64000 Equipment | \$57,000.00 | \$45,000.00 | \$102,000.00 | \$0.00 |
| Total Capital Outlay | \$57,000.00 | \$45,000.00 | \$102,000.00 | \$0.00 |
| Other Outgo | | | | |
| 71420 Other Tuition, Excess Costs, and/or Deficits Payments to COE | \$7,050.00 | \$0.00 | \$7,050.00 | \$1,626.72 |
| 74380 Debt Service - Interest | \$109,113.00 | \$0.00 | \$109,113.00 | \$72.00 |
| 74390 Other Debt Service - Principal | \$235,941.00 | \$0.00 | \$235,941.00 | \$72,941.00 |
| Total Other Outgo | \$352,104.00 | \$0.00 | \$352,104.00 | \$74,639.72 |

by Fund

| | 2020 - 2021 Working Thru 11/5/2020 | | 2020 - 2021 Actual Thru 11/5/2020 | |
|--------------------------------------------------------|---------------------------------------|----------------|--------------------------------------|----------------|
| | Unrestricted | Restricted | Unrestricted | Restricted |
| 010 General Fund | | | | |
| Direct Support/Indirect Costs | | | | |
| 73100 Transfers of Indirect Costs | (\$18,128.00) | \$18,128.00 | \$0.00 | \$0.00 |
| Total Direct Support/Indirect Costs | (\$18,128.00) | \$18,128.00 | \$0.00 | \$0.00 |
| Total Expenditures | \$5,558,105.69 | \$2,074,028.61 | \$7,632,134.30 | \$2,406,312.49 |
| Excess (Deficiency) of Revenues | (\$115,410.50) | (\$369,316.61) | (\$484,727.11) | (\$231,774.90) |
| Other Financing Sources/Uses | | | | |
| Contributions | | | | |
| 89800 Contributions from Unrestricted Resources | (\$246,134.00) | \$263,604.00 | \$17,470.00 | \$0.00 |
| Total Contributions | (\$246,134.00) | \$263,604.00 | \$17,470.00 | \$0.00 |
| Total Other Financing Sources/Uses | (\$246,134.00) | \$263,604.00 | \$17,470.00 | \$0.00 |
| Net Increase (Decrease) in Fund | (\$361,544.50) | (\$105,712.61) | (\$467,257.11) | (\$231,774.90) |
| Beginning Balance | | | | |
| Assets | | | | |
| 91100 Cash in County Treasury | \$2,908,629.30 | \$140,447.33 | \$3,049,076.63 | \$3,049,076.63 |
| 91110 Fair Value Adjustment to Cash in County Treasury | \$82,650.15 | \$0.00 | \$82,650.15 | \$82,650.15 |
| 91350 Cash with a Fiscal Agent/Trustee | \$0.00 | \$121.66 | \$121.66 | \$121.66 |
| 92001 Accounts Receivable Clearing | \$12,984.23 | \$153,343.08 | \$166,327.31 | \$166,327.31 |
| 92004 Due From Employees - Payroll Corrections | \$91.19 | \$0.00 | \$91.19 | \$91.19 |
| 92009 County Wide Receivables - by COE | \$737,109.48 | \$0.00 | \$737,109.48 | \$737,109.48 |
| 93100 Due From Other Funds | \$50,000.00 | \$0.00 | \$50,000.00 | \$50,000.00 |
| Total Assets | \$3,791,464.35 | \$293,912.07 | \$4,085,376.42 | \$4,085,376.42 |
| Liabilities | | | | |
| 95009 County Wide Liabilities - by COE | \$196,292.00 | \$0.00 | \$196,292.00 | \$196,292.00 |
| 95010 Accounts Payable Clearing | \$87,963.35 | \$56,414.35 | \$144,377.70 | \$144,377.70 |
| 95013 Deferred Wages Payable | \$143,496.28 | \$0.00 | \$143,496.28 | \$143,496.28 |
| 95025 State Unemployment Insurance Payable | \$455.94 | \$0.00 | \$455.94 | \$455.94 |
| 95028 Retiree Benefits Payable | \$128.47 | \$0.00 | \$128.47 | \$128.47 |

by Fund

| | 2020 - 2021 Working Thru 11/5/2020 | | | 2020 - 2021 Actual Thru 11/5/2020 | | |
|--------------------------------------------------------|---------------------------------------|--------------|----------------|--------------------------------------|--------------|----------------|
| | Unrestricted | Restricted | Total | Unrestricted | Restricted | Total |
| 010 General Fund | | | | | | |
| 95051 Outlawed Employee Refunds & Voluntary Deductions | \$3,055.20 | \$0.00 | \$3,055.20 | \$3,055.20 | \$0.00 | \$3,055.20 |
| 96500 Unearned Revenue | \$0.00 | \$16,219.11 | \$16,219.11 | \$0.00 | \$16,219.11 | \$16,219.11 |
| Total Liabilities | \$431,391.24 | \$72,633.46 | \$504,024.70 | \$431,391.24 | \$72,633.46 | \$504,024.70 |
| Total Beginning Balance | \$3,360,073.11 | \$221,278.61 | \$3,581,351.72 | \$3,360,073.11 | \$221,278.61 | \$3,581,351.72 |
| Adjusted Beginning Balance | \$3,360,073.11 | \$221,278.61 | \$3,581,351.72 | \$3,360,073.11 | \$221,278.61 | \$3,581,351.72 |
| Ending Balance | | | | | | |
| Assets | | | | | | |
| 91100 Cash in County Treasury | \$2,998,528.61 | \$115,566.00 | \$3,114,094.61 | \$3,202,707.37 | \$46,010.50 | \$3,248,717.87 |
| 91110 Fair Value Adjustment to Cash in County Treasury | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 91350 Cash with a Fiscal Agent/Trustee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$121.66 | \$121.66 |
| 91400 Cash Collections Awaiting Deposit | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 92001 Accounts Receivable Clearing | \$0.00 | \$0.00 | \$0.00 | \$11,307.26 | \$130,319.16 | \$141,626.42 |
| 92004 Due From Employees - Payroll Corrections | \$0.00 | \$0.00 | \$0.00 | \$91.19 | \$0.00 | \$91.19 |
| 92009 County Wide Receivables - by COE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 93100 Due From Other Funds | \$0.00 | \$0.00 | \$0.00 | \$50,000.00 | \$0.00 | \$50,000.00 |
| Total Assets | \$2,998,528.61 | \$115,566.00 | \$3,114,094.61 | \$3,264,105.82 | \$176,451.32 | \$3,440,557.14 |
| Liabilities | | | | | | |
| 95009 County Wide Liabilities - by COE | \$0.00 | \$0.00 | \$0.00 | \$15,155.00 | \$0.00 | \$15,155.00 |
| 95010 Accounts Payable Clearing | \$0.00 | \$0.00 | \$0.00 | \$57,938.73 | \$48,150.67 | \$106,089.40 |
| 95013 Deferred Wages Payable | \$0.00 | \$0.00 | \$0.00 | \$36,226.41 | \$0.00 | \$36,226.41 |
| 95024 Health & Welfare Payable | \$0.00 | \$0.00 | \$0.00 | (\$85,392.68) | \$0.00 | (\$85,392.68) |
| 95025 State Unemployment Insurance Payable | \$0.00 | \$0.00 | \$0.00 | \$152.37 | \$0.00 | \$152.37 |
| 95026 Workers Compensation Payable | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 95028 Retiree Benefits Payable | \$0.00 | \$0.00 | \$0.00 | (\$704.88) | \$0.00 | (\$704.88) |
| 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 | \$180.39 | \$0.00 | \$180.39 |
| 96500 Unearned Revenue | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$16,219.11 | \$16,219.11 |
| Total Liabilities | \$0.00 | \$0.00 | \$0.00 | \$26,610.54 | \$64,369.78 | \$90,980.32 |
| Total Ending Balance | \$2,998,528.61 | \$115,566.00 | \$3,114,094.61 | \$3,237,495.28 | \$112,081.54 | \$3,349,576.82 |

Budget Comparison Report

BCR600

11/5/2020

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by Fund

| | 2020 - 2021 Working Thru 11/5/2020 | | 2020 - 2021 Actual Thru 11/5/2020 | | Total |
|------------------------------------------|---------------------------------------|------------------|--------------------------------------|------------------|------------------|
| | Unrestricted | Restricted | Unrestricted | Restricted | |
| 010 General Fund | | | | | |
| Components of Ending Fund Balance | | | | | |
| Fund Balance, Nonspendable | | | | | |
| 97200 Reserve for Encumbrances | \$19,660.07 | \$7,211.47 | \$26,871.54 | \$7,211.47 | \$26,871.54 |
| Total Fund Balance, Nonspendable | \$19,660.07 | \$7,211.47 | \$26,871.54 | \$7,211.47 | \$26,871.54 |
| Fund Balance, Unassigned | | | | | |
| 97890 Reserve for Economic Uncertainties | \$254,811.44 | \$0.00 | \$254,811.44 | \$0.00 | \$254,811.44 |
| 97900 Undesignated/Unappropriated | (\$930,331.19) | (\$210,388.11) | (\$1,140,719.30) | (\$213,872.57) | (\$905,237.09) |
| 97910 Beginning Fund Balance | \$3,360,073.11 | \$221,278.61 | \$3,581,351.72 | \$221,278.61 | \$3,581,351.72 |
| Total Fund Balance, Unassigned | \$2,684,553.36 | \$10,890.50 | \$2,695,443.86 | \$7,406.04 | \$2,930,926.07 |
| Budgetary and Other Accounts | | | | | |
| 98100 Estimated Revenue | (\$5,196,561.19) | (\$1,968,316.00) | (\$7,164,877.19) | (\$1,968,316.00) | (\$7,164,877.19) |
| 98200 Appropriations | \$5,510,536.44 | \$2,072,991.50 | \$7,583,527.94 | \$2,072,991.50 | \$7,583,527.94 |
| 98300 Encumbrances | (\$19,660.07) | (\$7,211.47) | (\$26,871.54) | (\$7,211.47) | (\$26,871.54) |
| Total Budgetary and Other Accounts | \$294,315.18 | \$97,464.03 | \$391,779.21 | \$294,315.18 | \$391,779.21 |
| Total Components of Ending Fund Balance | \$2,998,528.61 | \$115,566.00 | \$3,114,094.61 | \$112,081.54 | \$3,349,576.82 |

| County Fund | District Number | Fund | Current Cash 9110 | Previous Total Payroll Objects | Percentage (%) |
|---------------------|-----------------|-----------------------------------------------------|-----------------------|--------------------------------|----------------|
| 636 | 36 | 0100 General Fund | \$3,248,717.87 | \$435,561.30 | 745.87 |
| ASM | 36 | 1300 Cafeteria Special Revenue Fund | \$24,878.87 | \$16,103.84 | 154.49 |
| None | 36 | 2110 Building Fund #1 | \$0.00 | | |
| ATQ | 36 | 2510 Developer Fees Fund | \$37,641.07 | | |
| ADO | 36 | 3510 County School Facilities Fund - Modernization | \$202,584.20 | | |
| None | 36 | 5610 Non-Treasury Debt Service COP/Revenue Bonds | \$0.00 | | |
| None | 36 | 5620 Non-Treasury Debt Service COP/Revenue Bonds #2 | \$0.00 | | |
| Report Total | | | \$3,513,822.01 | | |

Budget Revision Report

Bdg Revision Final

Control Number: 110348648

| Account Classification | Approved / Revised | Change Amount | Proposed Budget |
|---------------------------------------------|-----------------------|--------------------|-----------------------|
| Fund: 0100 General Fund Expenditures | | | |
| Certificated Salaries | | | |
| 010-00000-0-11100-10000-11000-0 | \$987,125.00 | \$27,573.00 | \$1,014,698.00 |
| 010-07200-0-11100-10000-11000-0 | \$372,900.00 | \$6,211.00 | \$379,111.00 |
| 010-30100-0-11100-10000-11000-0 | \$42,900.00 | \$846.00 | \$43,746.00 |
| Total: | \$1,402,925.00 | \$34,630.00 | \$1,437,555.00 |
| Employee Benefits | | | |
| 010-00000-0-11100-10000-31010-0 | \$186,250.00 | \$4,453.00 | \$190,703.00 |
| 010-00000-0-11100-10000-33013-0 | \$14,675.00 | \$399.81 | \$15,074.81 |
| 010-00000-0-11100-10000-34010-0 | \$217,400.00 | \$4,982.70 | \$222,382.70 |
| 010-00000-0-11100-10000-35010-0 | \$525.00 | \$13.79 | \$538.79 |
| 010-00000-0-11100-10000-36010-0 | \$18,650.00 | \$691.39 | \$19,341.39 |
| 010-00000-0-11100-10000-37010-0 | \$22,500.00 | \$669.42 | \$23,169.42 |
| 010-07200-0-11100-10000-31010-0 | \$68,625.00 | \$1,003.07 | \$69,628.07 |
| 010-07200-0-11100-10000-33013-0 | \$5,425.00 | \$90.06 | \$5,515.06 |
| 010-07200-0-11100-10000-34010-0 | \$68,275.00 | \$1,172.40 | \$69,447.40 |
| 010-07200-0-11100-10000-35010-0 | \$200.00 | \$3.10 | \$203.10 |
| 010-07200-0-11100-10000-36010-0 | \$7,200.00 | \$155.73 | \$7,355.73 |
| 010-07200-0-11100-10000-37010-0 | \$8,425.00 | \$150.78 | \$8,575.78 |
| 010-30100-0-11100-10000-31010-0 | \$7,900.00 | \$136.66 | \$8,036.66 |
| 010-30100-0-11100-10000-33013-0 | \$625.00 | \$12.27 | \$637.27 |
| 010-30100-0-11100-10000-35010-0 | \$25.00 | \$0.43 | \$25.43 |
| 010-30100-0-11100-10000-36010-0 | \$850.00 | \$21.21 | \$871.21 |
| 010-30100-0-11100-10000-37010-0 | \$1,000.00 | \$20.54 | \$1,020.54 |
| Total: | \$628,550.00 | \$13,976.36 | \$642,526.36 |
| Total Expenditures | \$2,031,475.00 | \$48,606.36 | \$2,080,081.36 |

Budget Revision Report

Control Number: 110348648

| Account Classification | Approved / Revised | Change Amount | Proposed Budget |
|--------------------------------------------------------------|--------------------|----------------|-----------------|
| Budgeted Unappropriated Fund Balance before this adjustment: | | \$3,162,700.97 | |
| Total Adjustment to Unappropriated Fund Balance: | | (\$48,606.36) | |
| Budgeted Unappropriated Fund Balance after this adjustment: | | \$3,114,094.61 | |

Budget Revision Report

Control Number: 110348648

| Account Classification | Approved / Revised | Change Amount | Proposed Budget |
|------------------------|--------------------|---------------|-----------------|
|------------------------|--------------------|---------------|-----------------|

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

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

Tulare County Office of Education

Order to Pay/Payroll Transmittal

Form PS04P - Payroll

Month/Day/Year: 10/7/20

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>0</u> |
| Form PS02 Voluntary Deductions | No. Enclosed <u>0</u> | No. Enclosed <u>0</u> |
| <u>STRS</u> Form PS03 <u>Employee Distribution Additions</u> | No. Enclosed <u>1</u> | No. Enclosed <u>0</u> |
| <u>DE4 &</u> Form W-4 Withholding | No. Enclosed <u>1 & 1</u> | No. Enclosed <u>1</u> |
| Automatic Payroll Deposit Form Authorization | No. Enclosed <u>0</u> | No. Enclosed <u>0</u> |
| PERS Action Form | | No. Enclosed <u>0</u> |
| Total Gross Payroll Must attach Adding Machine Tape | Total Amount \$ <u>3,710.98</u> | Total Amount \$ <u>61,596.84</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).

Megan Bayler 10/7/20
District Authorized Signature Date

TCOE Processing

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

Date Received by TCOE _____

Received & Processed By _____

Tulare County Office of Education
Order to Pay/Payroll Transmittal

Form PS04P - Payroll

Month/Day/Year: 10/19/2020

Instructions

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

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

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

| Document | Certificate Payroll | Classified Payroll |
|--------------------------------------------------------|-----------------------------------------|-----------------------------------------|
| Payroll Input W/S Enclosed | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> Yes |
| Form PS01 Employee Personnel Data Sheets | No. Enclosed <u>0</u> | No. Enclosed <u>0</u> |
| Form PS02 Voluntary Deductions | No. Enclosed <u>1</u> | No. Enclosed <u>4</u> |
| Form PS03 Employee Distribution Additions | No. Enclosed <u>0</u> | No. Enclosed <u>0</u> |
| <u>DE4</u> Form W-4 Withholding | No. Enclosed <u>0</u> | No. Enclosed <u>2/2</u> |
| Automatic Payroll Deposit Form Authorization | No. Enclosed <u>0</u> | No. Enclosed <u>0</u> |
| PERS Action Form | | No. Enclosed <u>0</u> |
| Total Gross Payroll Must attach Adding Machine Tape | Total Amount \$ <u>188,917.47</u> | Total Amount \$ <u>51,888.82</u> |

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

Nancy Baxter District Authorized Signature 10.19.20 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 _____

**Summary of Salary Settlement Agreement
With the**

Pleasant View Elementary

School District

Section 1: AGREEMENT

Document Preliminary / Final Approved
(circle one)

Name of Bargaining/Represented Unit CTA
 The proposed agreement covers the period beginning 7/1/2020 and ending 6/30/2020 and
 will be acted upon by the Governing Board at its meeting on 11/10/2020
 Select the type of employee represented 1. Certificated Salaries

Report Version 2014.1
 H:\Salary Settlement\2020-2021 November Salary Disclosure Certificated.xls

TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS: In compliance with the Public Disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213) as well as the Salary Settlement Notification requirements of SB-1677 when Teachers Salary/Benefit Negotiations are finalized after the final budget is adopted.

PUBLIC DISCLOSURE

The agreement was publicly disclosed on : 11/6/2020
 Date
 The agreement was [posted at / advertised in] : Location Newspaper Board Agenda
 (circle one) Details of Distribution

GENERAL

Section 2: STATUS OF BARGAINING UNIT AGREEMENTS

If this Public Disclosure is NOT applicable to all of the District's bargaining units, indicate the current status.

Certificated (Select One) Settled
 Classified (Select One)

of Employees Represented 22

Section 3: PROPOSED CHANGE IN COMPENSATION

| Compensation | Costs prior to Proposed Agreement | Fiscal Impact of Proposed Agreement | | |
|----------------------------------------------------------------------|-----------------------------------|----------------------------------------|----------------------------------|----------------------------------|
| | | Current Year Increase/Decrease 2020-21 | Year 2 Increase/Decrease 2021-22 | Year 3 Increase/Decrease 2022-23 |
| 1 Salary Schedule | \$ 1,731,509.00 | \$34,630.00 | \$0.00 | \$0.00 |
| % Increase | | 2.00% | 0.00% | 0.00% |
| Step and Column | | \$0.00 | \$0.00 | \$0.00 |
| | | 0.00% | 0.00% | 0.00% |
| 2 Other Compensation | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Stipends, Bonuses, Longevity Overtime, Differential, etc | | 0.00% | 0.00% | 0.00% |
| Description of other compensation | | | | |
| 3 Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare | \$391,063.04 | \$7,821.26 | \$0.00 | \$0.00 |
| | | 2.00% | 0.00% | 0.00% |
| 4 Health/Welfare Plans | \$352,275.00 | \$6,155.10 | \$0.00 | \$0.00 |
| | | 1.75% | 0.00% | 0.00% |
| 5 Total Compensation, Add Items 1 thru 4 to equal 5 | \$ 2,474,847.04 | \$48,606.36 | \$0.00 | \$0.00 |
| | | 1.96% | 0.00% | 0.00% |
| 6 Total Number of Represented Employees (Use FTEs if appropriate) | 22.00 | | | |
| 7 Total Compensation Cost for Average Employee | \$112,493.05 | \$2,209.38 | \$0.00 | \$0.00 |
| | | 1.96% | 0.00% | 0.00% |

Section 4: EXPLANATIONS REGARDING PROPOSAL

Please include an explanation for all questions.

1 Provide a brief narrative of the proposed agreement, including but not limited to:

Proposed changes in compensation, step and column, COLA, health & welfare, include effective dates.

District will provide a 2% salary increase to 22 certificated employees, and cover additional increase of health and welfare of \$293.10 per employee.

2 Were any additional steps, columns, or ranges added to the schedules? (If yes, explain)

None

3 Explain Non-Compensation Items. I.e. Class Size changes, Staff Development Days, Teacher

Prep Time, etc.

None

4 Explain specific impact (positive or negative) on instructional and support programs to accommodate the settlement? Include staff reductions or increases, elimination or addition of services or programs.

None

5 Describe contingency language included in the agreement.

None

6 Are there any major provisions that do not directly affect the district's costs such as binding arbitration, grievance procedures, etc.?

None

7 What is the Source of Funding for Proposed Agreement in Current Year?

Unrestricted GF.

8 If multi-year agreement, what is the source of funding, including assumptions used, to fund the obligations in future years?

One year agreement.

Section 6: IMPACT ON CURRENT YEAR

| General Fund | Latest Brd Apprvd Budget | Settlement Costs | | Other Budget Adjustments | New Projected Budget |
|---------------------------------------------------------|--------------------------------|--------------------------|------------------------|--------------------------------|----------------------------|
| | | Agreement Adjustments | Previously Budgeted | | |
| OPERATING REVENUES | | | | | |
| LCFF/Revenue Sources (8010-8099) | \$5,333,453 | \$0 | \$0 | \$0 | \$5,333,453 |
| Federal Revenues | \$1,264,120 | \$0 | \$0 | \$0 | \$1,264,120 |
| Other State Revenues | \$451,956 | \$0 | \$0 | \$0 | \$451,956 |
| Other Local Revenues | \$97,878 | \$0 | \$0 | \$0 | \$97,878 |
| TOTAL | \$7,147,407 | \$0 | \$0 | \$0 | \$7,147,407 |
| OPERATING EXPENDITURES | | | | | |
| Certificated Salaries | \$2,147,052 | \$34,630 | \$0 | \$0 | \$2,181,682 |
| Classified Salaries | \$962,589 | \$0 | \$0 | \$0 | \$962,589 |
| Employee Benefits | \$1,838,940 | \$13,976 | \$0 | \$0 | \$1,852,917 |
| Books and Supplies | \$1,224,085 | \$0 | \$0 | \$0 | \$1,224,085 |
| Services, Other Operating Expenses | \$956,758 | \$0 | \$0 | \$0 | \$956,758 |
| Capital Outlay | \$102,000 | \$0 | \$0 | \$0 | \$102,000 |
| Other Outgo | \$352,104 | \$0 | \$0 | \$0 | \$352,104 |
| Direct/Indirect Support Costs | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$7,583,528 | \$48,606 | \$0 | \$0 | \$7,632,134 |
| OPERATING SURPLUS (DEFICIT) | | | | | |
| | -\$436,121 | -\$48,606 | \$0 | \$0 | -\$484,727 |
| OTHER FINANCING SOURCES/USES | | | | | |
| Transfers In | \$0 | \$0 | \$0 | \$0 | \$0 |
| Transfers <Out> | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other Sources | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other <Uses> | \$0 | \$0 | \$0 | \$0 | \$0 |
| Contributions | \$17,470 | \$0 | \$0 | \$0 | \$17,470 |
| TOTAL | \$17,470 | \$0 | \$0 | \$0 | \$17,470 |
| CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE | | | | | |
| | -\$418,651 | -\$48,606 | \$0 | \$0 | -\$467,257 |
| FUND BALANCE, RESERVES | | | | | |
| Beginning Fund Balance | \$3,581,352 | | | | \$3,581,352 |
| Audit Adjustments/Restatements | \$0 | | | | \$0 |
| Adjusted Beginning Fund Balance | \$3,581,352 | | | | \$3,581,352 |
| Ending Fund Balance | \$3,162,701 | -\$48,606 | \$0 | \$0 | \$3,114,095 |
| COMPONENTS OF ENDING BALANCE: | | | | | |
| a. Nonspendable | \$0 | | | | \$0 |
| b. Restricted | \$0 | | | | \$0 |
| c. Committed | \$0 | | | | \$0 |
| 1. Stabilization Arrangements | \$0 | | | | \$0 |
| 2. Other Commitments | \$0 | | | | \$0 |
| d. Assigned | \$0 | | | | \$0 |
| e. Unassigned/Unappropriated | \$0 | | | | \$0 |
| 1. Reserve for Economic Uncertainties | \$0 | | | | \$0 |
| 2. Unassigned/Unappropriated | \$3,162,701 | | | | \$3,114,095 |
| f. Total Components of Ending Fund Balance | \$3,162,701 | | | | \$3,114,095 |
| <i>(Line f must agree with Ending Fund Balance)</i> | | | | | |

Section 7: IMPACT ON CURRENT YEAR UNRESTRICTED RESERVES

| | | |
|----------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------|
| 1. State Reserve Standard | | |
| Total Expenditures, Transfers Out and Uses | \$ | 7,632,134 |
| State Standard Minimum Reserve Percentage | | 4% |
| State Standard Minimum Reserve Amount | \$ | 305,285 |
| 2. Budgeted Unrestricted Reserved | | |
| 1. General Fund Budgeted Unrestricted Reserved for Economic Uncertainties (9789) | \$ | 0 |
| 2. General Fund Budgeted Unrestricted Unappropriated Amount (9790) | \$ | 2,998,529 |
| 3. Special Reserve Fund (17) Budgeted Designated for Economic Uncertainties & Undesignated Ending Fund Balance | \$ | |
| Total District Budgeted Unrestricted Reserves (sum lines 1 - 3) | \$ | 2,998,529 |
| 3. Do unrestricted reserves meet the state standard minimum reserve amount? | | |
| Yes | <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Section 8: CERTIFICATION

COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN LCFF FUNDING

| | |
|--------------------------------------------------------------------------------------------|----------------|
| (a) LCFF Base Funding for year prior to settlement | \$3,739,312.00 |
| (b) Projected LCFF Base Funding for year of settlement | \$3,443,221.00 |
| (c) Amount of Current-Year Increase: (b) minus (a) | -\$296,091.00 |
| (d) Percentage Increase Base LCFF Funding: (c) divided by (a) | -7.92% |
| (e) Total Compensation Percentage Increase from Section 3, Line 7, Page 1 for current year | 1.96% |

THE FOLLOWING BUDGET REVISIONS WILL BE NECESSARY TO FUND THE COSTS OF THIS AGREEMENT

Revisions must be filed with County Office of Education within 45 days of adoption (E.C. 42142)

| Description | Revenue Increases | Expenditure Decreases | Fund Balance Reduction |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------|------------------------|
| Salary settlement cost of 2% increase in salary for certificated employees, and increase cost of health and welfare for 20/21 calendar year increase of \$293,10 | | | -\$42,451 -\$6,155 |
| Totals <i>(must agree with Section 6)</i> | \$0 | \$0 | -\$48,606 |

Budget Revisions must be filed with County Office of Education on or before:

12/25/2020

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement.

Certification of Financial Condition

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------|
| _____ | 11/10/2020 | Positive Certification |
| District Superintendent (Signature) | Date | Select One |
| _____ | 11/10/2020 | Positive Certification |
| District Chief Business Officer (Signature) | Date | Select One |
| <i>After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on, 11/10/2020</i> <i>took action to approve the proposed Agreement with the PVEA Bargaining Unit and adopted the new budget</i> <i>figures as calculated per the agreement.</i> | | |
| _____ | 11/10/2020 | |
| President, Governing Board (Signature) | Date | |

Section 9: MULTI-YEAR PROJECTION - GENERAL FUND

| General Fund | 2020-21 Projected Budget | Change | 2021-22 Projected Budget | Change | 2022-23 Projected Budget |
|--------------------------------------------------------|--------------------------------|--------|--------------------------------|--------|--------------------------------|
| Latest prepared Form MYP - ATTACH TO DISCLOSURE | | | | | |
| Date Prepared | 6/17/2020 | | | | |
| It Includes this Settlement | No | | | | |
| Fund 01 Expenditures and Other Financing Uses | \$6,370,286 | | \$6,457,294 | | \$6,656,462 |
| Total Available Reserves | \$2,437,872 | | \$1,824,052 | | \$1,021,208 |
| IMPACT OF AGREEMENT ON AVAILABLE RESERVES | (\$47,569) | | (\$47,569) | | (\$47,569) |
| OTHER ADJUSTMENTS TO AVAILABLE RESERVES | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| ESTIMATED RESERVES AFTER SETTLEMENT | \$2,390,303 | | \$1,776,483 | | \$973,639 |

| | | | | | |
|---------------------------------------|------------|--|------------|--|------------|
| MINIUMUM RESERVE LEVEL | | | | | |
| Minimum Required Percent | 4% | | | | |
| Required Amount per Form MYP Attached | 254,811 | | 258,292 | | 266,258 |
| Required Amount after Settlement | 256,767 | | 260,195 | | 268,161 |
| Over (Under) Required Reserves | 2,133,536 | | 1,516,289 | | 705,478 |
| Reserve Requirement Met? | Yes | | Yes | | Yes |

| Section 3 :Proposed Change in Compensation | | Fiscal Impact of Proposed Agreement | | |
|-------------------------------------------------------------------------------------|-----------------------------------|----------------------------------------|----------------------------------|----------------------------------|
| Compensation | Costs prior to Proposed Agreement | Current Year Increase/Decrease 2020-21 | Year 2 Increase/Decrease 2021-22 | Year 3 Increase/Decrease 2022-23 |
| 1 Salary Schedule | \$ 1,689,200.00 | \$33,784 | \$0.00 | \$0.00 |
| % Increase | | 2.00% | % | % |
| | | \$0.00 | \$0.00 | \$0.00 |
| Step and Column | | | % | % |
| 2 Other Compensation Stipends, Bonuses, Longevity Overtime, Differential, etc | | \$0.00 | \$0.00 | \$0.00 |
| Description of other compensation | | | % | % |
| 3 Statutory Benefits STRS PERS, FICA, WC, UI, Medicare | \$381,507.51 | \$7,630.15 | \$0.00 | \$0.00 |
| | | 2.00% | % | % |
| 4 Health/Welfare Plans | \$352,275.00 | \$6,155.10 | \$0.00 | \$0.00 |
| | | 1.75% | % | % |
| 5 Total Compensation, Add Items 1 thru 4 to equal 5 | \$ 2,422,982.51 | \$47,569.25 | \$0.00 | \$0.00 |
| | | 1.96% | 0.00% | 0.00% |

| Section 6: IMPACT ON CURRENT YEAR | | | | | |
|---------------------------------------------------------|--------------------------|----------------------------------------|-----------------------|--------------------------|----------------------|
| General Fund - Unrestricted | Latest Brd Apprvd Budget | Settlement Costs Agreement Adjustments | <Previously> Budgeted | Other Budget Adjustments | New Projected Budget |
| OPERATING REVENUES | | | | | |
| LCFF/Revenue Sources (8010-8099) | \$5,333,453 | | | | \$5,333,453 |
| Federal Revenues | \$0 | | | | \$0 |
| Other State Revenues | \$87,590 | | | | \$87,590 |
| Other Local Revenues | \$21,652 | | | | \$21,652 |
| TOTAL | \$5,442,695 | | \$0 | \$0 | \$5,442,695 |
| OPERATING EXPENDITURES | | | | | |
| Certificated Salaries | \$2,066,032 | \$33,784 | | | \$2,099,816 |
| Classified Salaries | \$579,650 | \$0 | | | \$579,650 |
| Employee Benefits | \$1,353,102 | \$13,785 | | | \$1,366,887 |
| Books and Supplies | \$448,696 | | | | \$448,696 |
| Services Other Operating Expenses | \$672,080 | | | | \$672,080 |
| Capital Outlay | \$57,000 | | | | \$57,000 |
| Other Outgo | \$352,104 | | | | \$352,104 |
| Direct/Indirect Support Costs | -\$18,128 | | | | -\$18,128 |
| TOTAL | \$5,510,536 | \$47,569 | \$0 | \$0 | \$5,558,106 |
| OPERATING SURPLUS (DEFICIT) | -\$67,841 | -\$47,569 | \$0 | \$0 | -\$115,411 |
| OTHER FINANCING SOURCES/USES | | | | | |
| Transfers In | \$0 | | | | \$0 |
| Transfers <Out> | \$0 | | | | \$0 |
| Other Sources | \$0 | | | | \$0 |
| Other <Uses> | \$0 | | | | \$0 |
| Contributions | -\$246,134 | | | | -\$246,134 |
| TOTAL | -\$246,134 | \$0 | \$0 | \$0 | -\$246,134 |
| CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE | -\$313,975 | -\$47,569 | \$0 | \$0 | -\$361,545 |
| FUND BALANCE, RESERVES | | | | | |
| Beginning Fund Balance | \$3,360,073 | | | | \$3,360,073 |
| Audit Adjustments/Restatements | \$0 | | | | \$0 |
| Adjusted Beginning Fund Balance | \$3,360,073 | | | | \$3,360,073 |
| Ending Fund Balance | \$3,046,098 | -\$47,569 | \$0 | \$0 | \$2,998,529 |
| COMPONENTS OF ENDING BALANCE: | | | | | |
| a Nonspendable | | | | | |
| b Restricted | | | | | |
| c Committed | | | | | |
| 1 Stabilization Arrangements | | | | | |
| 2 Other Commitments | | | | | |
| d Assigned | | | | | |
| e Unassigned/Unappropriated | | | | | |
| 1 Reserve for Economic Uncertainties | | | | | |
| 2 Unassigned/Unappropriated | \$3,046,098 | | | | \$2,998,529 |
| f Total Components of Ending Fund Balance | \$3,046,098 | | | | \$2,998,529 |
| (Line f must agree with Ending Fund Balance) | | | | | |

| Section 3 : Proposed Change in Compensation | | Fiscal Impact of Proposed Agreement | | |
|-------------------------------------------------------------|-----------------------------------|----------------------------------------|----------------------------------|----------------------------------|
| Compensation | Costs prior to Proposed Agreement | Current Year Increase/Decrease 2020-21 | Year 2 Increase/Decrease 2021-22 | Year 3 Increase/Decrease 2022-23 |
| 1 Salary Schedule | \$ 42,309.00 | \$846.00 | \$0.00 | \$0.00 |
| % Increase | | 2.00% % | 0.00% % | 0.00% % |
| | | \$0.00 | \$0.00 | \$0.00 |
| Step and Column | | 0.00% % | 0.00% % | 0.00% % |
| 2 Other Compensation | | \$0.00 | \$0.00 | \$0.00 |
| Stipends, Bonuses, Longevity Overtime, Differential, etc | | 0.00% % | 0.00% % | 0.00% % |
| Description of other compensation | | | | |
| 3 Statutory Benefits STRS | \$9,555.53 | \$191.11 | \$0.00 | \$0.00 |
| PERS, FICA, WC, UI, Medicare | | 2.00% % | 0.00% % | 0.00% % |
| | | \$0.00 | \$0.00 | \$0.00 |
| 4 Health/Welfare Plans | | 1.75% % | 0.00% % | 0.00% % |
| 5 Total Compensation, Add Items 1 thru 4 to equal 5 | \$ 51,864.53 | \$1,037.11 | \$0.00 | \$0.00 |
| | | 2.00% % | 0.00% % | 0.00% % |

| Section 6: IMPACT ON CURRENT YEAR | | | | | |
|---------------------------------------------------------|--------------------------|----------------------------------------|---------------------|--------------------------|----------------------|
| General Fund - Restricted | Latest Brd Apprvd Budget | Settlement Costs Agreement Adjustments | Previously Budgeted | Other Budget Adjustments | New Projected Budget |
| OPERATING REVENUES | | | | | \$0 |
| LCFF/Revenue Sources (8010-8099) | \$0 | | | | \$1,264,120 |
| Federal Revenues | \$1,264,120 | | | | \$364,366 |
| Other State Revenues | \$364,366 | | | | \$76,226 |
| Other Local Revenues | \$76,226 | | | | \$1,704,712 |
| TOTAL | \$1,704,712 | | \$0 | \$0 | \$1,704,712 |
| OPERATING EXPENDITURES | | | | | \$81,866 |
| Certificated Salaries | \$81,020 | \$846 | | | \$382,939 |
| Classified Salaries | \$382,939 | \$0 | | | \$486,029 |
| Employee Benefits | \$485,838 | \$191 | | | \$775,388 |
| Books and Supplies | \$775,388 | | | | \$284,678 |
| Services, Other Operating Expenses | \$284,678 | | | | \$45,000 |
| Capital Outlay | \$45,000 | | | | \$0 |
| Other Outgo | \$0 | | | | \$18,128 |
| Direct/Indirect Support Costs | \$18,128 | | | | \$2,074,029 |
| TOTAL | \$2,072,992 | \$1,037 | \$0 | \$0 | \$-369,317 |
| OPERATING SURPLUS (DEFICIT) | | | | | |
| OTHER FINANCING SOURCES/USES | | | | | \$0 |
| Transfers In | \$0 | | | | \$0 |
| Transfers <Out> | \$0 | | | | \$0 |
| Other Sources | \$0 | | | | \$0 |
| Other <Uses> | \$0 | | | | \$263,604 |
| Contributions | \$263,604 | | | | \$263,604 |
| TOTAL | \$263,604 | \$0 | \$0 | \$0 | |
| CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE | | | | | |
| | -\$104,676 | -\$1,037 | \$0 | \$0 | -\$105,713 |
| FUND BALANCE, RESERVES | | | | | |
| Beginning Fund Balance | \$221,279 | | | | \$221,279 |
| Audit Adjustments/Restatements | \$0 | | | | \$0 |
| Adjusted Beginning Fund Balance | \$221,279 | | | | \$221,279 |
| Ending Fund Balance | \$116,603 | -\$1,037 | \$0 | \$0 | \$115,566 |
| COMPONENTS OF ENDING BALANCE: | | | | | |
| a Nonspendable | | | | | |
| b Restricted | | | | | |
| c Committed | | | | | |
| 1 Stabilization Arrangements | | | | | |
| 2 Other Commitments | | | | | |
| d Assigned | | | | | |
| e Unassigned/Unappropriated | | | | | |
| 1 Reserve for Economic Uncertainties | | | | | \$115,566 |
| 2 Unassigned/Unappropriated | \$116,603 | | | | \$115,566 |
| f Total Components of Ending Fund Balance | \$116,603 | | | | \$115,566 |
| (Line f must agree with Ending Fund Balance) | | | | | |

October 28, 2020

1603

Mr. Rob Corley
Field Representative, School Facilities & Transportation Services Division
California Department of Education
1430 N Street #1201, Sacramento, California 95814-5901

Re: New Classroom Wing at Pleasant View Elementary School
Pleasant View Elementary School District
DSA File No. 54-75
DSA Application No. 02-115566
Project Tracking No. 72058-10

Mr. Rob Corley:

On behalf of the Governing Board of the Pleasant View Elementary School District, I am authorized to request renewal of CDE approval letters for the New Classroom Wing at Pleasant View Elementary School Project. This project has been delayed due to state fund release delays.

If you have any questions please contact Mark Odsather, Superintendent (559) 784-6769.

Thank you for your cooperation in this matter.

Sincerely,

Mark Odsather
Superintendent


(Signature, Title)

10/28/2020
Date



MANGINI

ARCHITECTURE
INGENUITY

McLAIN BARENG MORRELLI SCOTT

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291

www.mangini.us
(559) 627-0530 Office
(559) 627-1926 Fax

Architect's Project No.: 2034

**AGREEMENT BETWEEN
OWNER AND ARCHITECT FOR**

**NEW METAL MAINTENANCE BUILDING AT
PLEASANT VIEW ELEMENTARY SCHOOL**

AGREEMENT made as of October 28, 2020

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

PLEASANT VIEW SCHOOL DISTRICT
14004 Road 184
Porterville, CA 93257

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

MANGINI ASSOCIATES INC.
4320 W. Mineral King Avenue
Visalia, CA 93291

For the following **Project**:

NEW METAL MAINTENANCE BUILDING AT PLEASANT VIEW ELEMENTARY SCHOOL
18900 Avenue 145
Poplar, CA 93258

The Owner and the Architect agree as follows:

ARTICLE 1 - INITIAL INFORMATION

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

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

1.2.1 The Architect will assist the Owner in developing the educational specification as part of Basic Services.

1.3 THE PROJECT'S PHYSICAL CHARACTERISTICS

1.3.1 A new metal maintenance building and related on-site improvements at Pleasant View Elementary School in Poplar, California.

1.4 FINANCIAL INFORMATION

1.4.1 The Owner's budget for the Project is \$293,000 based on the Architect's preliminary Project Budget Summary dated 10.28.2020.

1.4.2 The initial Cost of the Work for the Project as defined in Section 6.1 is based on \$233,000.

1.4.3 The Owner will fund the Project.

1.5 SCHEDULE INFORMATION

1.5.1 The Owner intends to use the Project when completed.

1.6 PROCUREMENT INFORMATION

1.6.1 The Owner intends to procure the project by contracting with a single general contract based on a single lump sum open bid.

1.7 OTHER PROJECT INFORMATION

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

ARTICLE 2 - ARCHITECT'S RESPONSIBILITIES

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

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

2.3 COMPLIANCE WITH LAW

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

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

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

ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES

3.1 BASIC SERVICES

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

3.1.2 The Architect represents that the Architect's drawings and specifications shall comply with the California Building Code.

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

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

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

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

3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

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

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

3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

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

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

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

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

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

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

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

3.5 AGENCY APPROVAL PHASE SERVICES

3.5.1 No agency approval requested by Owner.

3.6 BIDDING PHASE OR NEGOTIATION PHASE SERVICES

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

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

3.6.2 Competitive Bidding

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

3.6.2.2 The Architect shall assist the Owner in bidding the Project by (1) procuring the reproduction of Bidding Documents for distribution to prospective bidders; (2) distributing Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; (3) organizing and conducting a pre-bid conference for prospective bidders; (4) preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and (5) organizing and conducting the opening of the bids, and subsequently documenting and distributing bid results, as directed by the Owner.

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

3.6.3 Proposals

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

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

3.7 CONSTRUCTION PHASE SERVICES

3.7.1 General

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

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

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

3.7.2 Evaluations of the Work

3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, both as the Architect deems necessary and as required by the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner promptly informed of the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, (2) defects and deficiencies observed in the Work, and (3) any default by the Contractor in the orderly and timely prosecution of the Project.

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

such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

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

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

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

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

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

3.7.3 Certificates of Payment to Contractor

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

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

3.7.4 Submittals

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

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

techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

3.7.5 Changes in the Work

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

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

3.7.6 Project Completion

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

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

3.7.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid to the Contract, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. The Architect shall also forward to the Owner warranties, operation and maintenance manuals, record drawings and other closeout documents prepared by the Contractor.

3.7.7 Evaluation of Claims

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

ARTICLE 4 - ADDITIONAL SERVICES

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

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

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

4.3 Additional Services

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

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

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

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

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

4.3.6 Providing financial feasibility or other special studies.

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

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

4.3.9 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

4.3.10 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

4.3.11 Providing planning surveys, site evaluations or comparative studies of prospective sites.

4.3.12 Providing services for planning tenant or rental spaces.

- 4.3.13** Providing services in connection with the work of a construction manager or separate consultants retained by the Owner, unless said manager or consultant was engaged prior to the effective date of this Agreement.
- 4.3.14** Providing detailed estimates (as defined by Section 6.3) of Construction Cost.
- 4.3.15** Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 4.3.16** Providing analyses of owning and operating costs.
- 4.3.17** Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- 4.3.18** Providing on-site project representation during construction beyond Basic Services.
- 4.3.19** Providing building commissioning services, including assistance in the utilization of equipment or systems, such as testing, adjustment and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 4.3.20** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 4.3.21** Providing detailed quantity surveys or inventories of material, equipment and labor.
- 4.3.22** Attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party thereto.
- 4.3.23** Preparing Drawings, Specifications and supporting data and providing other services in connection with change orders unless such change orders are required due to errors or omissions of the Architect.
- 4.3.24** Consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- 4.3.25** Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 4.3.26** Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Notice of Completion of the Work.
- 4.3.27** Providing services of consultants for other than the normal architectural, civil, structural, mechanical and electrical engineering services for the Project.
- 4.3.28** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

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

shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

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

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

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

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

5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance appropriate to the services provided.

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

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

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

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

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

ARTICLE 6 - COST OF THE WORK

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

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

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

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

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

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

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

6.7 If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by more than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section

6.6.1. Except for the cost of such modifications, Architect shall not be responsible for any increase in the Cost of the Work.

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

ARTICLE 7 - OWNERSHIP AND USE OF DOCUMENTS

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

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

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

7.4 The parties acknowledge the Architect's Instruments of Service are not represented to be appropriate for reuse without modification. Any reuse by Owner of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. In the event the Owner reuses or modifies the Architect's Instruments of Service developed by the Architect pursuant to this Contract for purposes other than that for which they are contemplated, the Owner shall indemnify, defend, and hold harmless the Architect, its employees and consultants for damages and expenses caused by the Owner's use or modification of the Architect's Instruments of Service, and the parties agree that the provisions of this Article shall be the terms and conditions for the reuse as authorized by Education Code Section 17316(c).

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

ARTICLE 8 - CLAIMS AND DISPUTES

8.1 GENERAL

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

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

8.2 MEDIATION

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

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

ARTICLE 9 - TERMINATION OR SUSPENSION

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

9.2 TERMINATION WITHOUT CAUSE

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

9.3 SUSPENSION OF THE PROJECT

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

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

9.4 TERMINATION WITH CAUSE

9.4.1 Either party may terminate this Agreement upon not less than 7 days' written notice should the other party fail

substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

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

9.5 EFFECTS OF TERMINATION

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

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

ARTICLE 10 - MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 - COMPENSATION

11.1 BASIC SERVICES

11.1.1 Hourly Basis: For the Architect's Basic Services described in Article 3, the Owner shall compensate the Architect on an **hourly basis not to exceed \$30,000.00, plus reimbursable expenses**, unless authorized by the Owner in writing, using the Standard Hourly Billing Rates identified in Paragraph 11.4.1 below. Compensation for services rendered by professional consultants provided by the Architect in the interest of the Owner will be computed at a rate of 1.10 times the amount billed to the Architect for such services.

11.3 ADDITIONAL SERVICES

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

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

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

11.4 HOURLY BILLING RATES

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

Standard Hourly Billing Rates Schedule:

| | |
|--------------------------------|-----------|
| Principal Architect | \$ 205.00 |
| Architect III | 165.00 |
| Architect II | 145.00 |
| Architect I | 130.00 |
| Construction Administrator III | 145.00 |
| Construction Administrator II | 120.00 |
| Construction Administrator I | 110.00 |
| Business Manager | 155.00 |
| Project Manager | 150.00 |
| Interior Designer II | 90.00 |
| Interior Designer I | 70.00 |
| Drafting Technician IV | 110.00 |
| Drafting Technician III | 100.00 |
| Drafting Technician II | 90.00 |
| Drafting Technician I | 70.00 |
| Administrative Asst. II | 90.00 |
| Administrative Asst. I | 50.00 |
| Expert Witness | 350.00 |

The above rates are effective through December 31, 2020. Work continuing beyond December 31, 2020, shall be subject to increases in the above noted schedule based on Engineering News Record's, "Cost of Living Index Adjustment", until this agreement is modified.

11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation in connection with the project shall be compensated at the yearly established rate as permitted and published by the Internal Revenue Service for compensated mileage.
- .2 Expense of out of region meals and lodging in connection with the Project.
- .3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates for non-exempt employees.
- .4 Expense of renderings, models and mock-ups requested by the Owner.
- .5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that required by Article 12.
- .6 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents required for approval, bidding, and construction of the Project in the Owner's interest, excluding reproductions for the office use of the Architect and the Architect's consultants.

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

11.6 PAYMENTS TO THE ARCHITECT

11.6.1 For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the Owner of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be

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

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

11.7 PAYMENTS WITHHELD

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

11.8 ARCHITECT'S ACCOUNTING RECORDS

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

ARTICLE 12 - INSURANCE PROVISIONS

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

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

1. The policy shall be endorsed to provide thirty (30) day notice of cancellation, except ten (10) day notice for nonpayment of premium to Owner.
2. When required, the Commercial General Liability, Automobile Liability, and Aviation Liability insurance policies shall be endorsed to include as additional insured for on-going operations, products completed operations and ownership, operation or use of automobiles and aircraft, Owner and any other person or organization which Architect is required to include as additional insured under an Agreement and their respective owners, directors, officers, employees, agents and volunteers.

3. When required, the Workers Compensation insurance policies shall be endorsed to provide a waiver of subrogation in favor of the Owner and any other person or organization to which Owner is required in a written agreement to provide a waiver of subrogation.
4. If any insurance policy includes a cross suits endorsement or an insured vs. insured exclusion endorsement, the endorsement may not exclude a claim by an additional insured against the named insured or a claim by an additional insured against another additional insured.

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

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

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

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

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

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

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

ARTICLE 13 - SPECIAL PROVISIONS

13.1 INDEMNIFICATION

13.1.1 The Architect agrees, to the extent permitted by law, to hold harmless and indemnify but not defend the Owner, its Governing Board, each member of the Board, and their officers and employees harmless from any liability

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

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

13.2 FINGERPRINTING

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

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

13.2.3 If Architect believes that its agents or employees will have only limited contact with pupils and should therefore be exempted from these requirements, Architect must contact the Owner with its request for exemption within 15 days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including but not limited to the length of time Architect will be on school grounds, whether pupils will be in proximity to the site where the Architect's employees are working, and whether the Architect's employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the Owner's governing board.

13.3 ASSURANCES OF NON-DISCRIMINATION

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

13.4 INDEPENDENT CONTRACTOR STATUS

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

state or federal unemployment insurance contributions on Architect's behalf, (3) withhold state or federal income tax from payments to Architect, (4) make disability insurance contributions on behalf of Architect, (5) obtain unemployment compensation insurance on behalf of Architect. Notwithstanding this independent contractor relationship, Owner shall have the right to monitor and evaluate the performance of Architect to assure compliance with this Agreement.

13.5 MANUFACTURER'S PRODUCT DATA

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

13.6 NOTICE

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

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

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

ARTICLE 14 - SCOPE OF THE AGREEMENT


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

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

OWNER
PLEASANT VIEW SCHOOL DISTRICT

ARCHITECT
MANGINI ASSOCIATES INC.

By: _____
Mark Odsather, Superintendent

By:  _____
Christopher D. McLain, President, C29566

MONTHLY BULLETIN

November 2020



- Mon 11/2 – NO SCHOOL: Professional Development
Thu 11/5 – GRADE REPORTING WINDOW CLOSES: 1st Trimester
Fri 11/6 – Report cards will be printed and placed in teacher boxes

-
- Mon 11/9 – Report Cards go out
Tue 11/10 – Board Meeting
Wed 11/11 – HOLIDAY: Veterans Day

-
- Tue 11/17 – **Drive-Thru Flu Clinic at PVE from 2-4pm**
Distance Learning: **2pm Dismissal**
VIRTUAL CONFERENCES from 2:30-4pm



- Wed 11/18 – Distance Learning: **2pm Dismissal**
VIRTUAL CONFERENCES from 2:30-4pm

- Thu 11/19 – Distance Learning: **2pm Dismissal**
LATE VIRTUAL CONFERENCES from 2:30-4pm

- Fri 11/20 – **Month 5 Homework Pickup Event @ PVE from 9am-5pm**
Month 4 Register Closes



-
- Wed 11/25 – Distance Learning: **2pm Dismissal**
Thu 11/26-Fri 11/27 THANKSGIVING BREAK

STAFF BIRTHDAYS

- 11/5 Diana Mendoza
11/6 Bea Souza
11/9 Elizabeth Figueroa
11/22 Synthia Moreno
11/28 Esmeralda Palafox



Visit our Pleasant View Falcons website:

www.pleasant-view.org

SUBJECT TO CHANGE REVISED – 11/4/2020

| | |
|---------------------|-------|
| For TCOE Office Use | |
| Vendor # | _____ |
| Req. # | _____ |
| PO # | _____ |

TCOE CONTRACT #:
210301

AGENCY AGREEMENT

THIS AGREEMENT, is entered into between the **PLEASANT VIEW SCHOOL DISTRICT**, referred to as **DISTRICT** and **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT**.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as of **July 1, 2020** and shall expire **June 30, 2021**.

2. **SERVICES:** SUPERINTENDENT shall provide services as set forth:
 - **Please see Attached Exhibit A**

3. **COST OF SERVICES:** DISTRICT shall pay SUPERINTENDENT the actual cost of such services to the extent they are allowable not to exceed the sum of \$ **36,566.70**.

4. **METHOD OF PAYMENT:**
 - a. SUPERINTENDENT must submit itemized invoices to DISTRICT for the cost of the services per the Fee Schedule on Exhibit A.
 - b. SUPERINTENDENT is responsible for maintaining verifiable records for all expenditures.

5. **INDEMNIFICATION:** SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or DISTRICT or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR: The Pleasant View School District will:

- a) Ensure daily snacks are provided for the additional students participating in the CHOICES After School Program (CASP). Snack service will be coordinated through the district Nutrition Services Department and align to the requirements of the National School Lunch Program and the California Department of Education.
- b) Provide any necessary facility/classroom space to conduct the additional after school program classes. The area(s) will be conducive to student learning and safety.
- c) Release necessary student data, upon request of the TCOE/CASP to support the program's evaluation process.
- d) Contact the TCOE/CASP Director (or designated support staff) for assistance with, or questions/concerns about, the program as-needed.
- e) Reimburse Tulare County Office of Education for the actual cost of services within 30 days from the date of receiving the invoice.

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

The Tulare County Office of Education will ensure coordination and placement of (2) highly qualified staff members to implement program services for the Pleasant View School District ASES program at Pleasant View Elementary School site for up to 40 students. This will include the following responsibilities:

- a) Plan, provide, and/or facilitate student activities and courses that are developmentally and age appropriate. These offerings shall include, and are not limited to, the following components: distributing and tracking dissemination of snack, tutoring, homework assistance, academic enrichment and fitness. All components will be aligned to meet the ASES requirements. Due to Covid-19, operation of program will follow District's protocol for instruction.
- b) Operate the additional class every regular school day, including minimum days, beginning immediately upon the conclusion of the regular day until at least 6:00p.m. and maintain a pupil to instructor ratio of no more than 20:1.
- c) After School Program staff will receive appropriate professional development for the duration of their employment. Professional Development will be coordinated

by CASP Director, and will include, but is not limited to: classroom management and engagement strategies, implementing homework assistance, basic understanding of state academic standards, and crafting developmentally and age appropriate activities.

- d) After School Program staff will meet No Child Left Behind requirements as required by ASES grant (e.g., transcripts demonstrating attainment of 48+ college units, AA degree or higher, or proof of passing the Instructional Aide test).
- e) After School Program staff will ensure the premises is kept clean and that equipment and supplies are put away on a daily basis, as appropriate. After School Program staff will only use supplies/equipment designated for after school use.
- f) Tulare County Office of Education/CASP will provide site materials and supplies (not to exceed \$2,000) and travel to approved CHOICES events (not to exceed \$800) and other resources needed to ensure that the program is implemented as prescribed by the requirements of the California Department of Education After School Education and Safety (ASES) regulations and fulfill the intent of the program.
- g) TCOE will invoice the Pleasant View School District for actual expenses incurred by the TCOE/CASP by November 1, 2020. Estimate attached is just an estimate, TCOE will invoice for actual costs.

FEE SCHEDULE

The Contract Total for Services to be provided shall not exceed \$ 36,566.70 including contractor travel or other expenses.


Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.


Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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

SUPERINTENDENT
Tim A. Hire
Superintendent
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

By: 
Date: 10/29/2020

By: 
Date: 10/8/2020

TCOE Program Information

Contact Person & Phone #: Veronica Guerrero (559) 651-0155 ext. 3627

| | | |
|----------------|--------------------------------------------|-------------|
| Budget Number: | 010-90606-1-49000-400000-58000-036-20-0000 | \$30,643.05 |
| | 010-90606-1-49000-400000-58000-036-21-0000 | \$ 5,923.65 |

Please return an original copy to: Tulare County Office of Education
Business Services
ATT: Elizabeth Sisk
P.O. Box 5091
Visalia, CA 93278-5091



Tulare County Office of Education

Tim A. Hire, County Superintendent of Schools



**ESTIMATE BUDGET for PLEASANT VIEW SCHOOL DISTRICT
CHOICES After School Program EXPANSION 2020-2021**
Budget is based upon a program of 40 students

| CATEGORY | SCHOOL SITE | AMOUNT |
|----------------------------------------------------------------------------|-------------------|---------------------|
| Contract Period: | 7/1/20-6/30/21 | |
| Staff | | |
| 2 Tutors | Pleasant View | |
| Estimated Indirect Cost: | | \$ 1,154.08 |
| Estimated Direct Cost: | | \$ 27,843.05 |
| <i>**QUOTES attached from CTFP**</i> | | |
| | TOTAL for Staff: | \$ 28,997.13 |
| Operations | | |
| Materials & Supplies | Pleasant View | \$ 2,000.00 |
| Travel for CHOICES Events | Pleasant View | \$ 800.00 |
| | SUB TOTAL: | \$ 31,797.13 |
| Additional Costs | | |
| Administration Cost (10%) | | \$ 3,179.71 |
| Indirect Costs (5%)-processing payroll, shipments, agency agreements, etc. | | \$ 1,589.86 |
| CONTRACT TOTAL: | | \$ 36,566.70 |

****This is just an estimate, TCOE will invoice actual cost****

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
County
Superintendent
of Schools

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

(559) 733-6300
tcoe.org

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

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

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

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

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

Main Locations

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

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
335 Ave. 264
Visalia

September 25, 2020

To: District Superintendents

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

Subject: **DECEMBER BOARD MEETING(S) AND SETTING THE DATE FOR THE ANNUAL ORGANIZATIONAL MEETING BETWEEN DECEMBER 11 AND DECEMBER 25, 2020** [Ed. Code §35143]

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

At its regular November board meeting, your governing board should set the date for the annual organizational meeting, to be held between December 11, 2020 and December 25, 2020 this year.

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

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

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

TAH/sd

Attachment: Notification of Annual Organizational Meeting

NOTIFICATION OF ANNUAL ORGANIZATIONAL MEETING

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

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

At a regular meeting of the governing board held on November ____, 2020, this board determined that the annual organizational meeting will take place as follows:

Annual Organizational Meeting of the _____ School District

Date: December ____, 2020

Time: _____ a.m. p.m.

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

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

Declaring Unstable, Obsolete, or No Longer
Needed Equipment

RESOLUTION NUMBER 6

WHEREAS, the Pleasant View School District has items that no longer serve the needs of the Pleasant View School District

WHEREAS, it is the desire of the Pleasant View School District to declare the subject equipment as unstable, obsolete, or no longer needed and,

WHEREAS, the equipment will be sold at auction, recycled, donated to other organizations, or scrapped.

NOW, THEREFORE, BE IT RESOLVED by the Pleasant View School District that the equipment to be disposed of is either unstable, obsolete, or no longer needed by the district. The Superintendent hereby authorized to dispose of the equipment in an expeditious manner.

THE FOREGOING RESOLUTION WAS ADOPTED upon the motion of _____, seconded by _____, at a regular meeting of the Governing Board on the 10th day of November, 2020 by the following vote.

Ayes:

Noes:

Abstentions:

Absent:

Secretary/Clerk of said District Board

PLEASANT VIEW Elementary School District

Statement of Proposal

Facilities Planning Assessment



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1

Proposal Summary

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

SchoolWorks, Inc. is pleased to present our Statement of Proposal to the Pleasant View Elementary School District for Facilities Planning Assessment Services. Since its inception in 2002, SchoolWorks, Inc. has been dedicated to assisting school districts across the State of California with a wide range of facility planning services. Each District comes with its own set of unique challenges and circumstances. Our dedicated and experienced team at SchoolWorks Inc. will ensure we are able to meet any goal or objective set forth during this project.

The Facilities Planning Assessment is a living document meant to help determine facility upgrades, repairs, modernization and/or new construction projects needed to support both current and future programs. The final document will provide a dynamic planning tool able to assist the District with short-term and long-term Master Plan goals and objectives ensuring school facilities are able to meet the growing needs of the local community for years to come.

Proposal Summary Includes:

- Collaborate with the Facilities Director, Maintenance & Operations and other District Staff throughout the Project
- Site assessments (2 sites)
- Detailed cost estimates
- Prioritize the District's goals & objectives
- Facilities inventory analysis including building area, dates built and dates modernized
- State Building Program modernization estimate
- Draft/Final documentation in electronic form and eight (8) printed copies
- Total fee proposal of \$14,000

The SchoolWorks Inc., Facilities Assessment Team consists of specialists in the fields of facilities planning maintenance, operations, construction management, energy management and financial planning. SchoolWorks, inc is dedicated to developing trusting personal relationships with our clients. Our unique hands-on approach makes us more than just another facility planning consultant. Our goal is to become part of your team. We value integrity and going that extra mile to make sure we provide the highest in quality service.

We would be honored to serve the Pleasant View Elementary School District. Thank you for your consideration and please do not hesitate to contact us if you have any questions.



Brett H. Merrick
Vice President
916.771.4606
brett@schoolworksgis.com

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Company Profile

ABOUT SCHOOLWORKS, INC.

SchoolWorks, Inc. established in 2002 by founder and President Ken Reynolds, has a proud history of guiding California school districts through the complexities of school facility planning.

Our firm takes pride in focusing on the unique challenges facing California school districts today. We offer a wide range of services that provide the building blocks towards smart and successful facility planning.

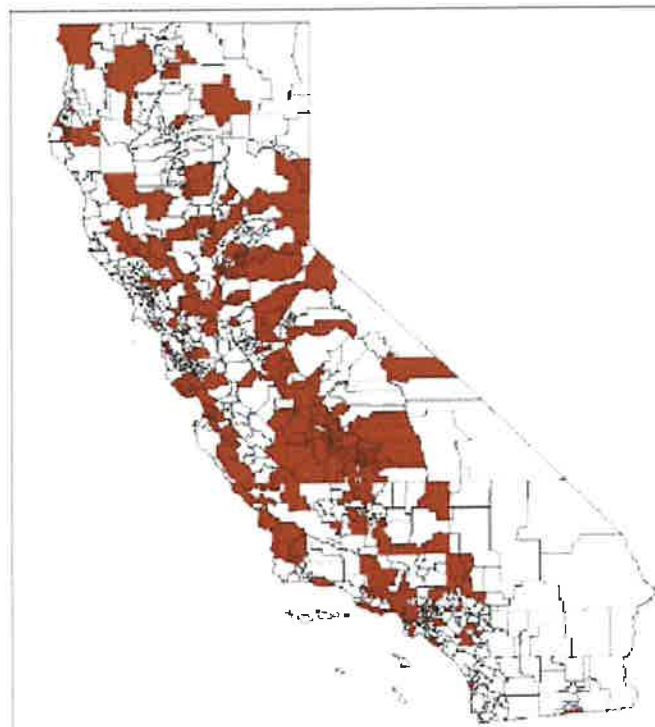
SchoolWorks, Inc. provides services exclusively to California school districts, ranging in size from under 100 students to more than 600,000 students.

Our headquarters is located near Sacramento, providing easy access to CDE, SAB and OPSC. We have additional satellite offices located in the Central Valley and Southern California.

At SchoolWorks, Inc. our mission is simple: Take pride in developing trusting personal relationships. Our unique hands-on approach makes us more than just another facility planning and demographics consultant. Our goal is to become an extension of your staff and community. We value integrity and going the extra mile to make sure we provide the highest in quality service.

OUR SERVICES

- Demographic Studies**
- Enrollment Projections**
- Facilities Master Plans**
- Facilities Planning Assessments**
- Facility Pro +**
 - Deferred Maintenance and Facility Planning Software
- State Building Program Assistance**
 - Modernization
 - New Construction
 - Financial Hardship
 - CTE
- Developer Fee Studies**
 - Level 1
 - Level 2
- Attendance Boundaries Studies**
- GIS Facility Planning Software**



**KENNETH REYNOLDS – PRESIDENT**

As the President of SchoolWorks, Inc., Ken Reynolds has over thirty years of experience. Ken has assisted over 200 California School Districts in applying for the maximum eligible State funding for new construction and modernization projects. Throughout his associations with district personnel, he has helped them solve their unique issues, such as State funding assistance, developer fee eligibility, scenarios for boundary changes, calculating enrollment projections and developing functional Facilities Master Plans.

He has extensive experience working with committees to collaborate and accomplish the goals of the project. He has presented at various workshops and conferences, including CASH, ACS, CASBO, SSDA, CSBA and UC Riverside

EDUCATION: Bachelor of Science Degree, Electrical and Electronics Engineering, California State University at Sacramento

**BRETT H. MERRICK – VICE PRESIDENT**

Brett has over twenty years of experience working with GIS-based facility planning software and demographic analysis. As a founding member of SchoolWorks, Inc., Brett oversees the day-to-day project operations of all facility planning and demographics projects. He is responsible for ensuring that SchoolWorks, Inc. meets and exceeds the expectations of our clients and providing the best service possible.

EDUCATION: Bachelor of Science, Geography, University of Nevada Reno

**EDWARD C. GONZALEZ, CONSULTANT**

Ed Gonzalez began his educational career as a classroom teacher in Madera Unified School District in 1982. After 15 years in the classroom, Ed entered administration, and has served as a Vice Principal, Principal, County Office Administrator, Associate Superintendent, and Superintendent. His eight years as Superintendent are evenly split between a single-school K-8 district, and a large district of 20,000 students. In both districts, Ed initiated facilities projects and master plans that transformed the respective districts and led to increased student achievement and enrollment. He retired in 2017, remains active on several local boards, and serves as an educational consultant.

EDUCATION: Bachelor of Arts, Political Science, CSU Fresno
Multiple Subjects Teaching Credentials
Administrative Services Credential
Master of Arts, Educational Leadership
In Progress, Doctor of Education, CSU Fresno



LUKE SMITH – FACILITY CONSULTANT

Luke Smith has over twenty years of experience managing school facilities. Luke started his professional career at Santa Clara University where he served as Housing Facilities Director. In 2006, Luke moved back to the San Joaquin Valley to serve as Director of Facilities for the Tulare Joint Union High School District. Under Luke’s guidance, TJUHSD completed over \$80 million in construction projects including a new high school campus and developed the school district’s first Facilities Master Plan. His areas of expertise include school construction and modernization, facilities planning and management, maintenance and transportation operations, school safety and risk management.

EDUCATION: Bachelor of Science, Business Finance, Santa Clara University
Post graduate studies, Education Administration, Santa Clara University



RON GROENEVELD – FACILITY CONSULTANT

Ron has been involved with school facilities and operations for over 34 years. Most recently 18 years with Lemoore Union Elementary School District as Director of Facilities, Maintenance & Operations. He has participated in the planning and construction of new schools and numerous classroom/building additions and renovations. Ron retired from LUESD in January of 2018 and is currently a school facilities consultant working with the SchoolWorks team.

FACILITIES PLANNING ASSESSMENT CLIENTS

| SCHOOL DISTRICT | COUNTY |
|----------------------------|---------------|
| Alview-Dairyland Union | Madera |
| Alvina School District | Fresno |
| Aromas-San Juan Unified | San Benito |
| Brisbane School District | San Mateo |
| Burrel Union | Fresno |
| Burton School District | Tulare |
| Caliente Union | Kern |
| Central Unified | Fresno |
| Central Union | Kings |
| Durham Unified | Butte |
| Earlimart Elementary | Tulare |
| El Dorado Union High | El Dorado |
| El Nido Elementary | Merced |
| EL Tejon Unified | Kern |
| Esparto Unified | Yolo |
| Farmersville Unified | Tulare |
| Fort Bragg Unified | Mendocino |
| Fort Sage Unified | Lassen |
| Gridley Unified | Butte |
| Hilmar Unified | Merced |
| Kings River Union | Tulare |
| Kingsburg Joint Union High | Fresno |
| Lassen View Union | Tehama |
| Laton Unified | Fresno |
| Lemoore Union | Kings |
| McFarland Unified | Kern |
| Millbrae School District | San Mateo |
| Mother Lode Union | El Dorado |
| Northern Humboldt High | Humboldt |
| Parlier Unified | Fresno |
| Porterville Unified | Tulare |
| Scotts Valley Unified | Santa Cruz |
| Stone Corral Elementary | Tulare |
| Terra Bella Union | Tulare |
| Traver School District | Tulare |
| Tulare Joint Union High | Tulare |
| Westside Elementary | Fresno |
| Woodside Elementary | Tulare |

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Proposal

FACILITIES PLANNING ASSESSMENT OVERVIEW

In today's school facilities environment, there is always going to be more needs than available funding. So how do you decide which projects to fund now and which to defer?

The facilities assessment process is one of the key considerations in developing a priority list of projects and in establishing short- and long-term facility goals and objectives. It is especially important in planning budgets, obtaining funding and creating both district and public awareness of overall facility conditions and needs.

The Facilities Planning Assessment (FPA) will help establish guidelines designed to ensure the District's facilities are able to accommodate and support its current and future programs, providing safe, clean, healthy, efficient learning environments for students and staff.

CONDITIONS ASSESSMENT BY SITE

The (FPA) provides a detailed analysis and inventory of each building, including both permanent and portable structures. SchoolWorks, Inc., will review existing facilities drawings, maintenance records and other documentation prior to visiting the school sites.

SchoolWorks, Inc. will schedule individual site visits to assess facilities conditions. We generally include the Principal of the school, maintenance and operations and District facilities staff in the site walks. We photograph key conditions for future documentation and reports.

The information will also be used as a mechanism for researching and accessing funding and grants available for maintenance, modernization and new construction projects.

SITE ASSESSMENTS INCLUDE:

The modernization assessment provides an overview of permanent and portable buildings, site work and infrastructure. Preliminary cost estimates cover those items identified as either needing repair or replacement because they are no longer functional or safe, or general improvements that result in extending the useful life of a system.

Facilities of high use and foot traffic, such as instructional spaces, libraries, athletic facilities and restrooms, often require additional interior upgrades that go beyond yearly maintenance. This is especially evident in facilities constructed or modernized over 20 years ago. In these cases, the Facilities Master Plan includes costs to modernize and refresh certain interior spaces. These costs can include upgrades to flooring, paint, casework, plumbing, and electrical to keep up with 21st Century technologies.

The new facilities assessment provides an overview of potential future master-planned projects on campus. This can include identifying new facilities to accommodate growth, technology, changes in educational specifications, replacing existing facilities that can no longer provide a safe or functional educational experience for students and staff, or building facilities that are entirely absent from a campus altogether.



COST ESTIMATES

SchoolWorks, Inc. prices each of the components identified in the (FPA) using the current edition of Saylor’s Construction Cost Estimating Guidelines, the system utilized by the State of California and the Office of Public School Construction for its cost guidelines.

These cost estimates may be modified through discussions with District staff and local construction contractors to reflect particular local conditions, such as a lack of qualified subcontractors in particular specialties, or the impact of State apprenticeship and pre-qualifications requirements, which can affect construction pricing in a particular area. SchoolWorks, Inc. then produces a Project Cost matrix, which covers costs for all identified proposed work.

The proposed cost estimates outlined in the plan are intended to be used as a guide to assist the in developing a long-range plan. Certain unexpected or unforeseen scope of work variances could have a significant impact on costs. Estimate totals include both construction costs and support costs.

Cost estimates for new facilities are based on a per square foot calculation and not on a particular design. It is recommended the District consult with the architect and project manager before finalizing any budgets.

FUNDING SOURCES

Facilities projects can be funded from several different sources. The State of California provides funding assistance to eligible public school districts through the School Facilities Program (SFP). The District should also consult with its financial advisor to determine if certain local funding options are a viable resource.

We have included a brief explanation of some of the facility funding options which may be available to your District. It’s always best to contact your facilities planning consultant for a more in-depth review and analysis as not all funding options described in this section will be applicable to the District.

A funding analysis is included at the end of this section describing the State modernization funding options currently available. As programs and regulations change, new resources may become available.

STATE FUNDING OPTIONS

- Modernization Funding
- New Construction Funding
- Financial Hardship Funding/Facility Hardship

LOCAL FUNDING OPTIONS

- Developer Fees
- Certificates of Participation (COP)

- General obligation bonds (“G.O. Bonds”)

OTHER FUNDING OPTIONS

- LCAP (Local Control and Accountability Plan)
- RRMA/RMA

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Fee Proposal

STATEMENT OF WORK

Schoolworks, Inc. is proposing a fixed fee for the basic services provided in this proposal. Optional services may be added. Changes in the scope of work can have impacts on the overall fee. If SchoolWorks, Inc. presence at meetings or additional services are requested beyond the scope of work, the District will be billed at \$185 per hour, plus travel time and expenses or issued a new contract for those specific services.

Facilities Planning Assessment

- Project Kick-off meeting, set dates for site assessment visits
- Meeting with site staff, maintenance and operations
- Site Assessments (2 sites)
- Develop cost estimates
- Funding sources analysis
- Draft review, goals and objectives
- Final draft review
- Develop final facilities planning assessment document (8 hard copies, 1 electronic copy)
- One (1) board presentation at completion of project

Total Proposed Fee

\$14,000

PROJECT TIMELINE

The proposed timeline for completion and delivery of the project is two (2) months from the time the Schoolworks, Inc. team visits the school sites. A schedule is intended to be a flexible timeline and will be adjusted accordingly, depending on coordination of schedules and efficient data collection. It is our goal to complete this project under the one (1) month window. The Schedule is generated through a team effort involving school administration, staff and SchoolWorks, Inc. consultants.

Agreement

PROFESSIONAL SERVICES AGREEMENT

FACILITIES PLANNING ASSESSMENT

**Pleasant View Elementary
School District**

14004 Road 184
Porterville, CA 93257
TEL: 559.784.6769

and

SchoolWorks, Inc.

8331 Sierra College Blvd., 221
Roseville, CA 95661
TEL: 916.733.0402

THIS AGREEMENT, is made by and between SchoolWorks, Inc. (hereinafter referred to as "SCHOOLWORKS") and Pleasant View Elementary School District, (hereinafter referred to as "the DISTRICT")

WHEREAS, the DISTRICT is authorized to retain consulting services to assist the DISTRICT in preparation of a Facilities Planning Assessment.

SCOPE OF SERVICES

The Facilities Planning Assessment (FPA) identifies a wide range of facility needs and improvements. These include modernization, new construction, renovations, repairs and upgrades. The existing needs identified in the FPA have been gathered by visiting the school site, assessing the conditions and working with school site staff and District administration.

The FPA identifies a list of improvements and their associated estimated costs. Proposed construction cost estimates and support budget costs are based upon the 2020 costs for constructing public works in the region. The "total project cost" is the sum of the individual improvements. To offset project costs, the District may be eligible for funds through the State of California's School Building Program.

AGREEMENT PERIOD

The agreement period begins October 19, 2020, (the "Effective Date") and will automatically expire on October 18, 2021 (the "Expiration Date").

PROFESSIONAL SERVICES AGREEMENT

FACILITIES PLANNING ASSESSMENT

OBLIGATIONS OF THE DISTRICT

DISTRICT agrees that it's employees will cooperate with SCHOOLWORKS and be available for scheduled consultations and meetings at reasonable times.

DISTRICT shall provide data which is required or requested by SCHOOLWORKS. All data and records, including student information will remain confidential.

TERMINATION

It is understood and agreed that the DISTRICT may terminate this agreement without cause by giving SCHOOLWORKS written notice at least thirty (30) days before effective date of such termination. Required payments include payment for hours completed.

COMPENSATION

The full amount of **\$14,000** will be billed upon completion of the Study and submitted to the District for review. The amount is due within thirty days of the date of the invoice.

If SCHOOLWORKS presence is requested at additional school board meetings or other committee meetings beyond the scope of work, the District will be billed at \$185 per hour, plus travel time and expenses.

The parties hereto have caused this agreement to be executed by their authorized representatives.

SchoolWorks, Inc.

Pleasant View Elementary School District



Signature

Brett H. Merrick

Print Name

Vice President

Title

October 19, 2020

Date

DISTRICT AND SCHOOL WEB SITES

MATERIALS REQUIRED TO BE POSTED ON DISTRICT WEB SITE

Materials to Prominently Display

The following must be posted in a prominent location on the district's web site, such as on the home page when required by law:

1. The district's local control and accountability plan (LCAP), any updates or revisions to the LCAP, and the local control funding formula budget overview (Education Code 52064.1, 52065). See AR 0460 - Local Control and Accountability Plan.
2. A direct link to the current board agenda containing the time and location of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session, or a link to the district's agenda management platform where the current agenda shall be the first available (Government Code 54954.2, 54956). Post at least 72 hours before a regular board meeting or 24 hours before a special meeting. See BB 9320 - Meetings and Notices and BB 9322 - Agenda/Meeting Materials.
3. The district's policy on student suicide prevention including, for grades K-6, the age appropriateness of the policy (Education Code 234.6). See BP 5141.52 - Suicide Prevention.
4. The district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media (Education Code 234.6). See AR 5131.2 - Bullying and AR 5145.3 - Nondiscrimination/Harassment.
5. The district's policy on preventing and responding to hate violence, if the district has adopted such a policy (Education Code 234.6). See BP 5145.9 - Hate-Motivated Behavior.
6. The definition of discrimination and harassment based on sex as described in Education Code 230, including the rights set forth in Education Code 221.8 (Education Code 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
7. Information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the name and contact information of the Title IX Coordinator, the rights of students and the public as specified in Education Code 221.8, the responsibilities of the district under Title IX, web links to information about those rights and responsibilities on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's

DISTRICT AND SCHOOL WEB SITES (continued)

Office for Civil Rights, a description of how to file a complaint of noncompliance under Title IX with specified components, and a link to Title IX information posted on the California Department of Education's (CDE) web site (Education Code 221.6, 221.61, 234.6; 34 CFR 106.8). See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment.

8. A link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families (Education Code 234.5, 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
9. If the district has formed a community facilities district (Mello-Roos district) for the acquisition or improvement of school facilities, a copy of the annual report for the fiscal year if requested pursuant to Government Code 53343.1, the report provided to the California Debt and Investment Advisory Commission pursuant to Government Code 53359.5, and the report provided to the State Controller's office pursuant to Government Code 12463.2 (Government Code 53343.2). Post within seven months after the last day of the fiscal year. See BP 7212 - Mello-Roos Districts.

Other Postings

The following materials are also required to be posted on the district web site. However, there are no specific requirements related to where they are posted on the web site.

1. The Special Education Local Plan Area's approved comprehensive local plan for special education, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans (Education Code 56205.5). See AR 0430 - Comprehensive Local Plan for Special Education.
2. The district's nondiscrimination policy and regulation, including the complaint procedure and the compliance coordinator's contact information (34 CFR 100.6, 106.8). See BP 0410 - Nondiscrimination in District Programs and Activities and AR 4030 - Nondiscrimination in Employment.
3. Training materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person(s) who facilitate an informal resolution process in response to a Title IX sexual harassment complaint (34 CFR 106.45). See AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.
4. For all schools offering competitive athletics, the total enrollment of the school classified by gender, the number of students enrolled at the school who participate in

DISTRICT AND SCHOOL WEB SITES (continued)

competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9). The information shall be posted at the end of the school year on the school's web site or, if the school does not have a web site, on the district's web site. See AR 6145.2 - Athletic Competition.

5. If the district has interdistrict attendance agreement(s), the procedures and timelines for requesting an interdistrict transfer permit, including, but not limited to, a link to the board's policy on interdistrict attendance, the date that the district will begin accepting applications, reasons that the district may approve/deny the request, the process for appeal, that failure to meet timelines will be deemed an abandonment of the request, and the condition under which an exiting interdistrict transfer permit may be revoked or rescinded (Education Code 46600.2). See AR 5117 - Interdistrict Transfer.
6. If the district has elected to be a school district of choice, application information including, at a minimum, any applicable form, the timeline for a transfer, and an explanation of the selection process (Education Code 48301). See AR 5117 - Interdistrict Transfer.
7. For districts that offer grade 9, the district's policy and protocols related to student placement in mathematics courses (Education Code 51224.7). See AR 6152.1 - Placement in Mathematics Courses.
8. The section(s) of the district's employee code of conduct addressing interactions with students (Education Code 44050). Post these section(s) or a link to them on each school's web site or, if a school does not have its own web site, on the district's web site in a manner that is accessible to the public without a password. See BP 4119.21/4219.21/4319.21 - Professional Standards and BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions.
9. The district's meal payment collection policy and procedures (CDE Nutrition Services Division Management Bulletin SNP-03-2017). See AR 3551 - Food Services Operations/Cafeteria Fund.
10. If the district includes information about the free and reduced-priced meal program on its web site, a nondiscrimination statement about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district (U.S. Department of Agriculture's FNS Instruction 113-1). For the required wording of the statement, see E 3555 - Nutrition Program Compliance.

DISTRICT AND SCHOOL WEB SITES (continued)

11. The school's or district's integrated pest management plan, whenever a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5 (Education Code 17611.5). Post on the school's web site or, if the school does not have a web site, then on the district's web site. See AR 3514.2 Integrated Pest Management.
12. When a citizens' oversight committee is formed after the approval of a bond under the 55 percent majority threshold, the committee's minutes, documents received, and reports issued (Education Code 15280). See AR 7214 - General Obligation Bonds.
13. Copy of each school's school accountability report card, on or before February 1 of each year (Education Code 35258). See BP 0510 - School Accountability Report Card.
14. Results of the Western Association of Schools and Colleges (WASC) or other accrediting agency's inspection of a school, within 60 days of receiving the results. (This notification could be made in writing to parents/guardians instead of or in addition to posting the results on the district's web site.) In addition, if a school loses its WASC or other agency's accreditation, the district and school shall post on their web sites a notice of the loss of accreditation and potential consequences (Education Code 35178.4). See BP 6190 - Evaluation of the Instructional Program.

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY

The Governing Board believes that district facilities and resources should be utilized in an economical and practical manner. The Superintendent or designee shall periodically study the current and projected use of all district facilities to ensure the efficient utilization of space for the effective delivery of instruction.

(cf. 1330 - Use of School Facilities)
(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7160 - Charter School Facilities)

Prior to the sale or lease of any surplus real property, the Board shall appoint a district advisory committee to advise the Board regarding the use or disposition of schools or school building space which is not needed for school purposes. The Board may elect not to appoint a district advisory committee for any of the following: (Education Code 17388, 17391)

1. A rental of property for a period of time not exceeding 30 days
2. A lease or rental of surplus property to a private educational institution for the purpose of offering summer school
3. A sale, lease, or rental of surplus property to be used for teacher or other employee housing
4. Until July 1, 2024, a sale or lease of surplus property that has not previously operated, or was not constructed to be operated, as an early childhood education facility or a school for elementary or secondary instruction

(cf. 1220 - Citizen Advisory Committees)

In addition, to ensure that the proposed disposition of the property conforms with any general plan adopted by the local planning agency that affects or includes the area where the surplus property is located, the Board shall submit a report to the local planning agency describing the location of the surplus property and the purpose and extent of the proposed sale or lease. (Government Code 65402)

The Board shall determine whether the sale or lease of the surplus property is subject to review under the California Environmental Quality Act. (Public Resources Code 21000-21177; 14 CCR 15061-15062)

The Board may meet in closed session with its real property negotiator prior to the sale or lease of real property by the district in order to grant its negotiator authority regarding the minimum price or rent and terms of the sale or lease. (Government Code 54956.8)

(cf. 9321 - Closed Session)

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

When selling or leasing district real property, the Board shall comply with applicable procedures and give priority to specified public agencies as required by law. (Education Code 17230, 17464, 17485-17499; Government Code 54222)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

Resolution of Intention to Sell or Lease

Before ordering the sale or lease of any real property, the Board shall adopt a resolution by a two-thirds vote of all of its members at a regularly scheduled open meeting. The resolution shall describe the property proposed to be sold or leased in such a manner as to identify it, specify the minimum price or rent, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board will pay to a licensed real estate broker out of the minimum price or rent. The resolution shall fix a time, not less than three weeks thereafter, for a public meeting, held at the Board's regular meeting place, at which sealed proposals to purchase or lease will be received and considered. (Education Code 17466)

(cf. 9320 - Meetings and Notices)

(cf. 9323.2 - Actions by the Board)

The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting that will be held to consider bids by posting copies of the resolution, signed by the Board, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least once a week for three successive weeks before the meeting, in a newspaper of general circulation published in the county in which the district is located, if such a newspaper exists. (Education Code 17469)

At least 60 days prior to the public meeting, the Superintendent or designee shall take reasonable steps to provide written notification of the public meeting, by certified mail, to the former owner from whom the district acquired the property. (Education Code 17470)

Acceptance/Rejection of Bids

At the public meeting specified in the resolution of intention to sell or lease property, the Board shall open, examine, and declare all sealed bids. Before accepting a written proposal, the Board shall call for oral bids in accordance with law. (Education Code 17472, 17473)

The Board may reject any and all bids, either written or oral, and withdraw the properties from sale when the Board determines that rejection is in the best public interest. If no

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

proposals are submitted or the submitted proposals do not conform to all the terms and conditions specified in the resolution of intention to lease, the Board may lease the property in accordance with Education Code 17477. (Education Code 17476, 17477)

Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board shall finally accept the highest bid after deducting the commission, if any, to be paid to a licensed real estate broker, unless the Board accepts a higher oral bid or rejects all bids. (Education Code 17472)

The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned/continued meeting held within 10 days. Upon acceptance of the bid, the Board may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all of the terms and conditions of the contract. (Education Code 17475-17478)

(cf. 1431 - Waivers)

Use of Proceeds

The Superintendent or designee shall ensure that the proceeds from the sale or lease with an option to purchase of surplus district property are used for one-time expenditures and not for ongoing expenditures such as salaries and general operating expenses. (Education Code 17462; 2 CCR 1700)

Proceeds from a sale of surplus district property shall generally be used for capital outlay or maintenance costs that the Board determines will not recur within a five-year period. Proceeds from a lease of district property with an option to purchase may be deposited into a restricted fund for the routine repair of district facilities, as defined by the SAB, for up to a five-year period. (Education Code 17462)

However, if the Board and SAB determine that the district has no anticipated need for additional sites or building construction for the next 10 years and no major deferred maintenance requirements, the proceeds from the sale or lease with an option to purchase may be deposited in a special reserve fund for the future maintenance and renovation of school sites or in the district's general fund. (Education Code 17462)

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

In addition, until July 1, 2024, if district surplus property was purchased entirely with local funds, the proceeds from the sale or lease of the property, together with any personal

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

property located on the property, may be deposited into the general fund of the district and may be used for any one-time general fund purpose. Before exercising this authority, the Board shall: (Education Code 17463.7)

1. Submit to SAB documents certifying that the sale of real property does not violate the provisions of a local bond act and the real property is not suitable to meet projected school construction needs for the next 10 years
2. At a public meeting, adopt a plan for expending one-time resources from the sale or lease of the property which identifies the source and intended use of the surplus property proceeds and describes the reasons that the expenditure will not result in ongoing fiscal obligations for the district

Whenever the district sells real property that was purchased, improved, or modernized with funds that were received from a state school facilities funding program within the previous 10 years, the district shall notify OPSC within 90 calendar days of the sale of the property if the proceeds from the sale are not used for capital outlay and the property is not sold to a charter school, another school district, a county office of education, or an agency that will use the property exclusively for the delivery of child care and development services. If SAB subsequently makes a finding that the sale is subject to Education Code 17462.3, the district shall return the funds to the SAB within 90 calendar days of the finding. (2 CCR 1702)

Legal Reference: (see next page)

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

Legal Reference:

EDUCATION CODE

17219-17224 *Acquisition of property not utilized as school site; nonuse payments; exemptions*

17230-17234 *Surplus property*

17385 *Conveyances to and from school districts*

17387-17391 *Advisory committees for use of excess school facilities*

17400-17429 *Leasing property*

17430-17447 *Leasing facilities*

17453 *Lease of surplus district property*

17455-17484 *Sale or lease of real property, especially:*

17462.3 *State Allocation Board program to reclaim funds*

17485-17500 *Surplus school playground (Naylor Act)*

17515-17526 *Joint occupancy*

17527-17535 *Joint use of district facilities*

33050 *Request for waiver*

38130-38139 *Civic Center Act*

GOVERNMENT CODE

50001-50002 *Definitions*

54220-54232 *Surplus land, especially:*

54222 *Offer to sell or lease property*

54950-54963 *Brown Act, especially:*

54952 *Legislative body, definition*

PUBLIC RESOURCES CODE

21000-21177 *California Environmental Quality Act*

CODE OF REGULATIONS, TITLE 2

1700-1702 *Surplus property; use of proceeds*

COURT DECISIONS

San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App.4th 1356

ATTORNEY GENERAL OPINIONS

94 Ops.Cal.Atty.Gen. 82 (2011)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Closing a School Best Practices Guide

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

Unused Site Program Handbook, December 2015

WEB SITES

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

California Department of Education, School Facilities Planning Division: <http://www.cde.ca.gov/l/f/a>

Coalition for Adequate School Housing: <http://www.cashnet.org>

Office of Public School Construction: <http://www.dgs.ca.gov/opsc>

RISK MANAGEMENT/INSURANCE

The Governing Board desires to promote the safety of students, staff, and the public while protecting district resources. The Superintendent or designee shall establish a risk management program that uses effective safety and loss control practices.

The district shall strive to keep its liability at a minimum and its insurance premiums as low as possible while maintaining adequate protection against loss which may occur due to hazards facing the district.

To determine the most economical means of insuring the district consistent with required services, the Superintendent or designee shall annually review the district's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance, or a combination of these means. Decisions regarding the means of insuring the district shall be based on a careful analysis of past claims records indicating the frequency and magnitude of losses and a prediction of future losses.

To minimize the district's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent or designee shall enforce these policies and related procedures fairly and consistently. The Superintendent or designee shall provide safety-related training and protective equipment to staff as appropriate for their position.

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

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3320 - Claims and Actions Against the District)

(cf. 4030 - Nondiscrimination in Employment)

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

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

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 5142 - Safety)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 9260 - Legal Protection)

The Superintendent or designee shall periodically report to the Board on the district's risk management activities, including, but not limited to, the district's property and liability risks and exposures and the effectiveness of the district's risk management and loss control practices.

Legal Reference: (see next page)

RISK MANAGEMENT/INSURANCE (continued)

Legal Reference:

EDUCATION CODE

17029.5 *Contract funding; board liability*

17565-17592 *Board duties re property maintenance and control*

32350 *Liability on equipment loaned to district*

35162 *Power to sue, be sued, hold and convey property*

35200-35214 *Liabilities, especially:*

35208 *Liability insurance*

35211 *Driver training civil liability insurance*

35213 *Reimbursement for loss, destruction, or damage of personal property*

35214 *Liability self-insurance*

35331 *Medical or hospital service for students on field trip*

39837 *Transportation of students to places of summer employment*

41021 *Requirement for employees' indemnity bonds*

44873 *Qualifications for physician (liability coverage)*

49470-49474 *District medical services and insurance*

GOVERNMENT CODE

820.9 *Board members not vicariously liable for injuries caused by district*

831.7 *Hazardous recreational activities*

989-991.2 *Local public entity insurance*

LABOR CODE

3200-4855 *Workers' compensation*

Management Resources:

WEB SITES

California Association of Joint Powers Authorities: <https://www.cajpa.org>

California Association of School Business Officials: <https://www.casbo.org>

California Department of Industrial Relations, Division of Occupational Safety and Health:

<https://www.dir.ca.gov/dosh>

Public Agency Risk Management Association: <https://www.parma.com>

RISK MANAGEMENT/INSURANCE

Risk Management

The Superintendent or designee, in consultation with risk management, insurance, safety, or other professionals as appropriate, shall:

1. Identify the risks inherent in district operations and programs, including physical sites, educational and experiential programs, computer networks and systems, employment and staffing, and transportation services, using methods that may include, but are not limited to, physical inspections, surveys, staff interviews, compliance reviews, contract reviews, review of policies and procedures, and consultation with experts
2. Analyze, evaluate, and prioritize identified risks based on the frequency and likelihood of the risk and the potential impact to the district
3. Develop strategies to reduce or mitigate identified risks, such as new or modified policies, processes, or procedures; training or loss prevention programs; and/or additional or repairs to equipment, real property, computer networks, or other physical assets
4. Implement strategies to promote safety and prevent loss, taking into account the nature of the risks, the associated exposures, and the costs and benefits associated with the proposed response
5. Mitigate potential loss following an incident through activities such as effective claims management, litigation management, disaster recovery, or a modified duty program for workers' compensation

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1330 - Use of School Facilities)

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

(cf. 5142 - Safety)

The Superintendent or designee shall advise the Governing Board of any needed action requiring Board approval.

Following any incident resulting in potential or actual harm or injury to a person or damage to property, staff shall promptly document the date and time of the incident, a description of the incident, and any persons present.

Employees are expected to take reasonable precautions for the care and safety of the school equipment with which they have been entrusted. Employees may be held responsible for recurring damage or losses that occur due to their negligence or lack of supervision. Responsibilities related to safety and loss control shall be included in employee job descriptions.

RISK MANAGEMENT/INSURANCE (continued)

Insurance

Insurance or risk pooled coverage shall include, but not be limited to:

1. Liability insurance (Education Code 35200-35214)
2. Insurance against fire or other property damage (Education Code 17565)
3. Workers' compensation insurance (Labor Code 3700)
4. Fidelity bond insurance for employees whose duty includes handling district funds, and other employees as needed (Education Code 41021)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 5143 - Insurance)

All Personnel

BP 4119.11(a)

4219.11

SEXUAL HARASSMENT

4319.11

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

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

(cf. 4030 - Nondiscrimination in Employment)

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Ensuring prompt, thorough, fair, and equitable investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a

SEXUAL HARASSMENT (continued)

district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaints)

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Reports)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference: (see next page)

SEXUAL HARASSMENT (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950 Sexual harassment; distribution of information

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

11009 Employment discrimination

11021 Retaliation

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11034 Terms, conditions, and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 42

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities

106.51-106.82 Nondiscrimination on the basis of sex in employment in education programs or activities

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Promising Practices for Preventing Harassment, November 2017

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

All Personnel

AR 4119.11(a)

4219.11

SEXUAL HARASSMENT

4319.11

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

(cf. 4030 - Nondiscrimination in Employment)

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, *sexual harassment* is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

SEXUAL HARASSMENT (continued)

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaints)

Examples of Sexual Harassment

Examples of actions that might constitute sexual harassment under state or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate, and resolve sexual harassment complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

(title or position)

(address)

(telephone number)

(email)

SEXUAL HARASSMENT (continued)

Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

(cf. 4300 - Administrative and Supervisory Personnel)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware

SEXUAL HARASSMENT (continued)

6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.
12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement

SEXUAL HARASSMENT (continued)

extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall:

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples

SEXUAL HARASSMENT (continued)

4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

All Personnel

AR 4119.12(a)
4219.12
4319.12

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

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

All other sexual harassment complaints or allegations shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

(cf. 4030 - Nondiscrimination in Employment)

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment or to the employee's direct supervisor or other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.

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

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

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

Emergency Removal

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

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

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

If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process

Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Investigation Procedures

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

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

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

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

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

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

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

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

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

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

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

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.
3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

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

Legal Reference: (see next page)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48985 Notices, report, statements and records in primary language

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy
106.1-106.82 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

All Personnel

E 4119.12(a)

4219.12

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

4319.12

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to employees, job applicants, and employee organizations:

The district does not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

Title IX requires a school district to take immediate and appropriate action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The district has designated and authorized the following employee as the district's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and stalking:

(name and/or title/position)

(address)

(telephone number)

(email address)

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures on the district's web site at _____
*(insert website link)*_____.

E 4119.12(b)
4219.12
4319.12

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact: _____ (*insert location/phone/email of contact person*)
_____.

Materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process are also publicly available on the district's web site or at the district office upon request.

All Personnel

BP 4157(a)
4257
4357

EMPLOYEE SAFETY

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

(cf. 0450 - Comprehensive Safety Plan)

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The Superintendent or designee shall establish and implement a written injury and illness prevention program, and provide employees with access to such program, in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

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

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

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

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

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

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health

EMPLOYEE SAFETY (continued)

4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

Legal Reference:

EDUCATION CODE

32030-32034 Eye safety

32225-32226 Communications devices in classrooms

32280-32289.5 School safety plans

44984 Required rules for industrial accident and illness leave of absence

GOVERNMENT CODE

3543.2 Scope of bargaining

LABOR CODE

132a Workers' compensation; nondiscrimination

3300 Definitions of employer

6305 Occupational safety and health standards; special order

6310 Retaliation for filing complaint prohibited

6400-6413.5 Responsibilities and duties of employers and employees, especially:

6401.7 Injury and illness prevention program

CODE OF REGULATIONS, TITLE 8

3203 Injury and illness prevention program

3204 Access to employee exposure and medical records

3400 Medical services and first aid

5095-5100 Control of noise exposure

5193 Bloodborne pathogens

14000-14316 Occupational injury or illness reports and records

CODE OF REGULATIONS, TITLE 17

2508 Reporting of communicable diseases

CODE OF FEDERAL REGULATIONS, TITLE 29

651-678 Occupational safety and health

1910.95 Occupational noise exposure

1910.1030 Bloodborne pathogens

Management Resources: (see next page)

EMPLOYEE SAFETY (continued)

Management Resources:

DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2011

WEB SITES

California Department of Industrial Relations, Occupational Safety and Health:

http://www.dir.ca.gov/occupational_safety.html

Centers for Disease Control and Prevention: <http://www.cdc.gov>

National Hearing Conservation Association: <http://www.hearingconservation.org>

National Institute for Occupational Safety and Health: <http://www.cdc.gov/niosh>

U.S. Department of Labor, Occupational Safety and Health Administration: <http://www.osha.gov>

All Personnel

AR 4157(a)
4257
4357

EMPLOYEE SAFETY

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)
(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but not be limited to:
 - a. Recognition of employees who follow safe and healthful work practices

(cf. 4156.2/4256.2/4356.2 - Awards and Recognition)

- b. Training and retraining programs
- c. Disciplinary actions

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

3. A system for communicating with employees, in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
 - a. Meetings

EMPLOYEE SAFETY (continued)

- b. Training programs
 - c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
 - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
- a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the district is made aware of a new or previously unrecognized hazard

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)

5. A procedure for investigating occupational injury or illness.
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided necessary safeguards.

7. Provision of training and instruction as follows:
- a. To all new employees

EMPLOYEE SAFETY (continued)

- b. To all employees given new job assignments for which training has not previously been received
- c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represents a new hazard
- d. Whenever the district is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee

When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or web site, which allows an employee to review, print, and email the current version of the district's injury and illness prevention program

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

EMPLOYEE SAFETY (continued)

Labor/Management Safety and Health Committee

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.
2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions.
7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified in law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030-32034)

EMPLOYEE SAFETY (continued)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.

(cf. 5141.6 - School Health Services)

3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.

Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to

EMPLOYEE SAFETY (continued)

blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

(cf. 5141.22 - Infectious Diseases)

The Superintendent of designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

COVID-19 Exposure

If the district receives notice of potential exposure to COVID-19, the Superintendent or designee shall, within one business day of the notice, take all of the following actions: (Labor Code 6409.6)

1. Provide a written notice to all employees, and the employers of subcontracted employees, who were on the premises at the same worksite as the qualifying individual within the infectious period that they may have been exposed to COVID-19. The notice shall be provided in a manner normally used to communicate employment-related information, which may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending.
2. Provide a written notice to the exclusive representative, if any, of employees who were on the premises within the infectious period
3. Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding:

EMPLOYEE SAFETY (continued)

- a. COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation
 - b. Available leave options for exposed employees
 - c. Antiretaliation and antidiscrimination protections of the employee
4. Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, of the disinfection and safety plan that the district plans to complete in accordance with Centers for Disease Control and Prevention guidelines

The above notifications shall be maintained for a period of at least three years. (Labor Code 6409.6)

If the district is notified of the number of cases that meet the definition of a COVID-19 outbreak, as defined by the California Department of Public Health, within 48 hours, the Superintendent or designee shall, within 48 hours of the notice, notify the local public health agency of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual. The Superintendent or designee shall continue to give notice to the local health department of any subsequent laboratory-confirmed cases of COVID-19 at the worksite. (Labor Code 6409.6)

In the event that Cal/OSHA prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees, the district shall post a notice thereof provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the place of employment, operation, or process is made safe and the required safeguards or safety appliances or devices are provided. (Labor Code 6325)

All Personnel

AR 4157.1(a)
4257.1
4357.1

WORK-RELATED INJURIES

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

(cf. 3320 - Claims and Actions Against the District)
(cf. 4032 - Reasonable Accommodation)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)
(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

WORK-RELATED INJURIES (continued)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, *serious injury or illness* means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

Claims Related to COVID-19

Until January 1, 2023, an employee is presumed to be entitled to workers' compensation benefits for illness or death resulting from COVID-19 if the diagnosis was made within 14 days after the employee performed labor or services at the place of employment and if the employee contracted COVID-19 during an outbreak at the employee's specific place of employment. (Labor Code 3212.86, 3212.88)

For this purpose, an *outbreak* means that, within 14 calendar days, one of the following occurs at a specific place of employment: (Labor Code 3212.88)

1. If a specific place of employment has 100 employees or fewer, four employees test positive for COVID-19.
2. If a specific place of employment has more than 100 employees, four percent of the number of employees who reported to the specific place of employment test positive for COVID-19.

WORK-RELATED INJURIES (continued)

3. A specific place of employment is ordered to close by a local public health department, the California Department of Public Health, Cal/OSHA, or the Superintendent due to a risk of infection with COVID-19.

The Superintendent or designee may rebut a presumption that COVID-19 was contracted during the course and scope of employment by offering evidence to the Workers' Compensation Appeals Board, such as the measures that were in place at the employee's specific place of employment to reduce potential transmission of COVID-19 and evidence of an employee's nonoccupational risk of contracting COVID-19. (Labor Code 3212.86, 3212.88)

Legal Reference:

EDUCATION CODE

44984 *Industrial accident and illness leaves, certificated employees*

45192 *Industrial accident and illness leaves, classified employees*

LABOR CODE

3200-4856 *Workers' compensation, especially:*

3212.86 *COVID-19: critical workers pre-July 5, 2020*

3212.88 *COVID-19: critical workers post-July 5, 2020*

3550-3553 *Employee notice*

3600-3605 *Conditions of liability*

3760 *Report of injury to insurer*

4600 *Provision of medical and hospital treatment by employer*

4906 *Disclosures and statements*

5400-5413 *Notice of injury or death*

6302 *Definition of serious injury or illness*

6409.1 *Reports*

CODE OF REGULATIONS, TITLE 8

15596 *Notice of employee rights to workers' compensation benefits*

Management Resources:

DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Workers' Compensation in California: A Guidebook for Injured Workers, 2016

Notice to Employees -- Injuries Caused by Work

Time of Hire Pamphlet

Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility

WEB SITES

California Department of Industrial Relations, Division of Occupational Safety and Health:

<http://www.dir.ca.gov/dosh>

California Department of Industrial Relations, Division of Workers Compensation:

<http://www.dir.ca.gov/dwc>

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

CHRONIC ABSENCE AND TRUANCY

The Governing Board believes that absenteeism, whatever the cause, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district.

(cf. 5113 - Absences and Excuses)
(cf. 5113.11 - Attendance Supervision)

The Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students who are chronic absentees and truants, as defined in law and administrative regulation, and to identify patterns of absence throughout the district.

The Superintendent, attendance supervisor, or designee shall consult with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy.

The Superintendent, attendance supervisor, or designee shall develop a tiered approach to reducing chronic absence. Such an approach shall include strategies for preventing attendance problems, which may include, but are not limited to, efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, school-based health services, letters alerting parents/guardians to the value of regular school attendance, and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance.

The tiered approach shall also provide for early outreach to students as soon as they show signs of poor attendance or if they were chronically absent in the prior school year. Early intervention may include personalized outreach, individual attendance plans, and/or mentoring to students with moderate levels of chronic absence, with additional intensive, interagency wrap-around services for students with the highest level of absence.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5126 - Awards for Achievement)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5141.6 - School Health Services)
(cf. 5145.3 - Nondiscrimination/Harassment)

Students with serious attendance problems shall be provided with interventions specific to their needs, which may include, but are not limited to, health care referrals, transportation assistance, counseling for mental or emotional difficulties, academic supports, efforts to address school or community safety concerns, discussions with the student and

CHRONIC ABSENCE AND TRUANCY (continued)

parent/guardian about their attitudes regarding schooling, or other strategies to remove identified barriers to school attendance. The Superintendent, attendance supervisor, or designee may collaborate with child welfare services, law enforcement, courts, public health care agencies, other government agencies, and/or medical, mental health, and oral health care providers to make alternative educational programs and support services available for students and families.

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

(cf. 5030 - Student Wellness)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 5147 - Dropout Prevention)

(cf. 6158 - Independent Study)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6175 - Migrant Education Program)

(cf. 6179 - Supplemental Instruction)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

The Superintendent or designee shall ensure that staff assigned to fulfill attendance-related duties are trained in implementing a trauma-informed approach to chronic absence and receive information about the high correlation between chronic absence and exposure to adverse childhood experiences.

(cf. 4131 - Staff Development)

Students who are identified as chronically absent or truant shall be subject to the interventions specified in law and administrative regulation.

(cf. 5113.12 - District School Attendance Review Board)

A student's truancy, tardiness, or other absence from school shall not be the basis for suspension or expulsion. Alternative strategies and positive reinforcement for attendance shall be used whenever possible.

(cf. 5144 - Discipline)

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

CHRONIC ABSENCE AND TRUANCY (continued)

The Superintendent, attendance supervisor, or designee shall periodically report to the Board regarding student attendance patterns in the district, including rates of chronic absence and truancy districtwide and for each school, grade level, and numerically significant student subgroup as defined in Education Code 52052. Such information shall be used to evaluate the effectiveness of strategies implemented to reduce chronic absence and truancy and to develop annual goals and specific actions for student attendance and engagement to be included in the district's local control and accountability plan and other applicable school and district plans. As appropriate, the Superintendent or designee shall engage school staff in program evaluation and improvement and in the determination of how to best allocate available community resources.

(cf. 0500 - Accountability)
(cf. 0400 - Comprehensive Plans)
(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)

*Legal Reference:*EDUCATION CODE1740-1742 *Employment of personnel to supervise attendance (county superintendent)*37223 *Weekend classes*46000 *Records (attendance)*46010-46014 *Absences*46110-46119 *Attendance in kindergarten and elementary schools*46140-46147 *Attendance in junior high and high schools*48200-48208 *Children ages 6-18 (compulsory full-time attendance)*48225.5 *Work permits, entertainment and allied industries*48240-48246 *Supervisors of attendance*48260-48273 *Truants*48290-48297 *Failure to comply; complaints against parents*48320-48325 *School attendance review boards*48340-48341 *Improvement of student attendance*48400-48403 *Compulsory continuation education*48900 *Suspension and expulsion*49067 *Unexcused absences as cause of failing grade*52052 *Accountability; numerically significant student subgroups*60901 *Chronic absence*GOVERNMENT CODE54950-54963 *The Ralph M. Brown Act*PENAL CODE270.1 *Chronic truancy; parent/guardian misdemeanor*272 *Parent/guardian duty to supervise and control minor child; criminal liability for truancy*830.1 *Peace officers*

Legal Reference continued: (see next page)

CHRONIC ABSENCE AND TRUANCY (continued)

Legal Reference: (continued)

VEHICLE CODE

13202.7 *Driving privileges; minors; suspension or delay for habitual truancy*

WELFARE AND INSTITUTIONS CODE

256-258 *Juvenile hearing officer*

601-601.4 *Habitually truant minors*

11253.5 *Compulsory school attendance*

CODE OF REGULATIONS, TITLE 5

306 *Explanation of absence*

420-421 *Record of verification of absence due to illness and other causes*

COURT DECISIONS

L.A. v. Superior Court of San Diego County, (2012) 209 Cal.App.4th 976

Management Resources:

ATTENDANCE WORKS PUBLICATIONS

District Attendance Tracking Tool

For School Board Members: Frequently Asked Questions About Chronic Absence

School Attendance Tracking Tool

Bringing Attendance Home: Engaging Parents in Preventing Chronic Absence, 2015

The Power of Positive Connections: Reducing Chronic Absence Through PEOPLE: Priority Early Outreach for Positive Linkages and Engagement, 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

School Attendance Review Board: A Road Map for Improved School Attendance and Behavior, rev. 2018

WEB SITES

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

Attendance Works: <http://www.attendanceworks.org>

California Association of Supervisors of Child Welfare and Attendance: <http://www.cascwa.org>

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

California Healthy Kids Survey: <http://chks.wested.org>

California School Climate, Health, and Learning Survey System: <http://www.cal-schls.wested.org>

CHRONIC ABSENCE AND TRUANCY**Definitions**

Chronic absentee means a student who is absent for any reason on 10 percent or more of the school days in the school year, when the total number of days the student is absent is divided by the total number of days the student is enrolled and school was actually taught in the regular schools of the district, exclusive of Saturdays and Sundays. (Education Code 60901)

Truant means a student who is absent from school without a valid excuse three full days in one school year, or tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. (Education Code 48260)

Habitual truant means a student who has been reported as a truant three or more times within the same school year, provided the district has made a conscientious effort to hold at least one conference with the student and the student's parent/guardian after either of the two previous reports. (Education Code 48262, 48264.5)

Chronic truant means a student who has been absent from school without a valid excuse for 10 percent or more of the school days in one school year, from the date of enrollment to the current date, provided the district has met the requirements of Education Code 48260, 48260.5, 48261, 48262, 48263, and 48291. (Education Code 48263.6)

For purposes of classifying a student as a truant, *valid excuse* includes, but is not limited to, the reasons for which a student shall be excused from school pursuant to Education Code 48205 and 48225.5 and AR 5113 - Absences and Excuses. A valid excuse may include other reasons that are within the discretion of school administrators and, based on the facts of the student's circumstances, are deemed to constitute a valid excuse. (Education Code 48260)

(cf. 5113 - Absences and Excuses)

(cf. 5113.2 - Work Permits)

Addressing Chronic Absence

When a student is identified as a chronic absentee, the Superintendent, attendance supervisor, or designee shall communicate with the student and the student's parents/guardians to determine the reason(s) for the excessive absences, ensure the student and parents/guardians are aware of the adverse consequences of poor attendance, and jointly develop a plan for improving the student's school attendance.

(cf. 5113.11 - Attendance Supervision)

(cf. 6020 - Parent Involvement)

The student may be referred to a student success team or school-site attendance review team to assist in evaluating the student's needs and identifying strategies and programs to assist the

CHRONIC ABSENCE AND TRUANCY (continued)

student. When necessary, the student may be referred to a school attendance review board (SARB) program, a truancy mediation program established by the district attorney or the probation officer, or a comparable program deemed acceptable by the Superintendent or designee, in accordance with Education Code 48263 and item #3 in the section "Addressing Truancy" below.

(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5147 - Dropout Prevention)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)

A student who is struggling academically may be offered tutoring or other supplemental instruction, extended learning opportunities, and/or alternative educational options as appropriate.

Students who are absent shall be given an opportunity to make up missed assignments or assessments and shall receive full credit for satisfactory completion of the work. Students with excessive absences shall be supported to the extent possible to limit the impact of absences on the student's grades.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6158 - Independent Study)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6178.1 - Work-Based Learning)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)

Whenever chronic absenteeism is linked to a health, social-emotional, family, or other nonschool issue, the Superintendent or designee may recommend school or community resources and/or collaborate with community agencies and organizations to address the needs of the student and the student's family.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5141.6 - School Health Services)

Addressing Truancy

An attendance supervisor or designee, peace officer, probation officer, or school administrator or designee may, as applicable, arrest or assume temporary custody during

CHRONIC ABSENCE AND TRUANCY (continued)

school hours of any minor student found away from home who is absent from school without a valid excuse. Any person arresting or assuming temporary custody of a minor student shall deliver the student and make reports in accordance with Education Code 48265 and 48266. (Education Code 48264, 48265, 48266)

(cf. 3515.3 - District Police/Security Department)

The Superintendent, attendance supervisor, or designee shall investigate a complaint from any person that a parent/guardian has violated the state compulsory education laws contained in Education Code 48200-48341. (Education Code 48290)

When a student has been identified as a truant as defined above, the following steps shall be implemented based on the number of trancies the student has committed:

1. Initial truancy
 - a. The student shall be reported to the Superintendent, attendance supervisor, or designee. (Education Code 48260)
 - b. The student's parent/guardian shall be notified by the most cost-effective method possible, which may include email or a telephone call, that: (Education Code 48260.5)
 - (1) The student is truant.
 - (2) The parent/guardian is obligated to compel the student to attend school and, if the parent/guardian fails to meet this obligation, the parent/guardian may be guilty of an infraction of the law and subject to prosecution pursuant to Education Code 48290-48296.
 - (3) Alternative educational programs are available in the district.
 - (4) The parent/guardian has the right to meet with appropriate school personnel to discuss solutions to the student's truancy.
 - (5) The student may be subject to arrest or held in temporary custody by a probation officer, a peace officer, a school administrator or designee, or attendance supervisor or designee pursuant to Education Code 48264 if found away from home and absent from school without a valid excuse.

CHRONIC ABSENCE AND TRUANCY (continued)

- (6) If the student is at least 13 years of age but under age 18, the student may be subject to the suspension, restriction, or delay of driving privilege pursuant to Vehicle Code 13202.7.
- (7) It is recommended that the parent/guardian accompany the student to school and attend classes with the student for one day.

(cf. 5145.6 - Parental Notifications)

- c. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223. (Education Code 48264.5)
 - d. The student and, as appropriate, the student's parent/guardian may be requested to attend a meeting with a school counselor or other school designee to discuss the root causes of the attendance issue and develop a joint plan to improve the student's attendance. (Education Code 48264.5)
 - e. The Superintendent, attendance supervisor, or designee may notify the district attorney and/or probation officer of the student's name and the name and address of the student's parents/guardians. (Education Code 48260.6)
2. Second truancy
- a. Any student who has once been reported as a truant shall again be reported to the Superintendent, attendance supervisor, or designee as a truant if the student is absent from school without a valid excuse one or more days or is tardy on one or more days during the school year. (Education Code 48261)
 - b. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223. (Education Code 48264.5)
 - c. The student may be assigned to an after-school or weekend study program within the county. If the student fails to successfully complete this study program, the student shall be subject to item #3 below. (Education Code 48264.5)
 - d. An appropriate district staff member shall make a conscientious effort to hold at least one conference with the student and the student's parent/guardian by communicating with the parent/guardian at least once using the most cost-effective method possible, which may include email or a telephone call. (Education Code 48262)

CHRONIC ABSENCE AND TRUANCY (continued)

- e. The student may be given a written warning by a peace officer. A record of that warning may be kept at the school for not less than two years or until the student graduates or transfers from the school. If the student transfers, the record may be forwarded to the new school. (Education Code 48264.5)
 - f. The Superintendent or designee may notify the district attorney and/or probation officer when the student continues to be classified as a truant after the parents/guardians have been notified in accordance with item #1b above. (Education Code 48260.6)
3. Third truancy (habitual truancy)
- a. A student who is habitually truant, a chronic absentee, or habitually insubordinate or disorderly during attendance at school may be referred to, and required to attend, a SARB program, a truancy mediation program established by the district attorney or the probation officer, or a comparable program deemed acceptable by the Superintendent or designee. (Education Code 48263, 48264.5)

(cf. 5113.12 - District School Attendance Review Board)

- b. Upon making a referral to the SARB or the probation department, the Superintendent, attendance supervisor, or other person designated to make the referral shall provide the student, the student's parent/guardian, and SARB or probation department with documentation of the interventions undertaken at the school. The attendance supervisor or designee shall also provide the student and the student's parent/guardian, in writing, the name and address of the SARB or probation department and the reason for the referral. This notice shall indicate that the student and the student's parent/guardian shall be required, along with the district staff person making the referral, to meet with the SARB or a probation officer to consider a proper disposition of the referral. (Education Code 48263)
- c. If the student does not successfully complete the truancy mediation program or other similar program, the student shall be subject to item #4 below. (Education Code 48264.5)
- d. If the Superintendent or designee determines that available community services cannot resolve the problem of the truant or insubordinate student or if the student and/or the student's parents/guardians have failed to respond to the directives of the district or to services provided, the Superintendent or designee may so notify the district attorney and/or the probation officer. (Education Code 48263)

CHRONIC ABSENCE AND TRUANCY (continued)

4. Fourth truancy
 - a. Upon the fourth truancy within the same school year, the student may be referred to the jurisdiction of the juvenile court. (Education Code 48264.5; Welfare and Institutions Code 601)
 - b. If a student has been adjudged by the county juvenile court to be a habitual truant, the Superintendent or designee shall notify the juvenile court and the student's probation or parole officer whenever the student is truant or tardy on one or more days without a valid excuse in the same or succeeding school year, or is habitually insubordinate or disorderly at school. The juvenile court and probation or parole officer shall be notified within 10 days of the violation. (Education Code 48267)

5. Chronic truancy (unexcused absence for 10 percent of school days)
 - a. The Superintendent or designee shall ensure that the student's parents/guardians are offered language-accessible support services to address the student's truancy.
 - b. If a chronically truant student is at least age six years and is in any of grades K-8, the Superintendent or designee shall notify the student's parents/guardians that failure to reasonably supervise and encourage the student's school attendance may result in the parent/guardian being found guilty of a misdemeanor pursuant to Penal Code 270.1.

Records

The Superintendent, attendance supervisor, or designee shall maintain accurate attendance records for students identified as habitual or chronic truants. In addition, the attendance supervisor, designee, and/or the staff persons who have direct contact with the student or parent/guardian shall document all their contacts regarding the student's attendance, including a summary of all conversations and a record of all intervention efforts.

(cf. 5125 - Student Records)

The Superintendent, attendance supervisor, or designee shall gather and transmit to the County Superintendent of Schools the number and types of referrals made to the SARB and of requests for petitions made to the juvenile court. (Education Code 48273)

Regulation
approved:

CSBA MANUAL MAINTENANCE SERVICE
October 2020

ATTENDANCE SUPERVISION

The Superintendent or designee shall appoint an attendance supervisor and any assistant attendance supervisor(s) as may be necessary to supervise the attendance of district students. (Education Code 48240, 48242)

Any person appointed as an attendance supervisor shall be appropriately certificated to perform the work. (Education Code 48241, 48245)

Such supervisors shall perform duties related to compulsory full-time education, truancy, compulsory continuation education, work permits, and any additional duties prescribed by the Superintendent or designee. (Education Code 48240)

- (cf. 5112.1 - Exemptions from Attendance)*
- (cf. 5113 - Absences and Excuses)*
- (cf. 5113.1 - Chronic Absence and Truancy)*
- (cf. 5113.2 - Work Permits)*
- (cf. 6184 - Continuation Education)*

The attendance supervisor shall promote a culture of attendance and establish a system to accurately track student attendance in order to achieve all of the following:

1. Raise the awareness of school personnel, parents/guardians, caregivers, community partners, and local businesses of the effects of chronic absenteeism and truancy and other challenges associated with poor attendance
2. Identify and respond to grade level or student subgroup patterns of chronic absenteeism or truancy

- (cf. 5146 - Married/Pregnant/Parenting Students)*
- (cf. 6173 - Education for Homeless Children)*
- (cf. 6173.1 - Education for Foster Youth)*
- (cf. 6173.2 - Education of Children of Military Families)*
- (cf. 6175 - Migrant Education Program)*

3. Identify and address factors contributing to chronic absenteeism and habitual truancy, including suspension and expulsion

- (cf. 5144.1 - Suspension and Expulsion/Due Process)*
- (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

4. Ensure that students with attendance problems are identified as early as possible to provide applicable support services and interventions
5. Evaluate the effectiveness of strategies implemented to reduce chronic absenteeism rates and truancy rates

- (cf. 0500 - Accountability)*

ATTENDANCE SUPERVISION (continued)

The attendance supervisor may provide support services and interventions, including, but not limited to, the following: (Education Code 48240)

1. A conference between school personnel, the student's parent/guardian, and the student
2. Promotion of cocurricular and extracurricular activities that increase student connectedness to school, such as tutoring, mentoring, the arts, service learning, or athletics

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6142.6 - Visual and Performing Arts)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

3. Recognition of students who achieve excellent attendance or demonstrate significant improvement in attendance

(cf. 5126 - Awards for Achievement)

4. Referral of the student to a school nurse, school counselor, school psychologist, school social worker, and other student support personnel for case management and counseling

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

5. Collaboration with child welfare services, law enforcement, courts, public health care agencies, government agencies, or medical, mental health, and oral health care providers to receive necessary services

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

6. Collaboration with school study teams, guidance teams, school attendance review teams, or other intervention-related teams to assess the attendance or behavior problem in partnership with the student and the student's parents/guardians or caregivers

(cf. 6164.5 - Student Success Teams)

7. In schools with significantly higher rates of chronic absenteeism, identification of barriers to attendance that may require schoolwide strategies rather than case management

ATTENDANCE SUPERVISION (continued)

8. Referral of the student for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program for a student with disabilities or creating a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

9. Referral of the student to a school attendance review board (SARB) established pursuant to Education Code 48321 or to the probation department pursuant to Education Code 48263

(cf. 5113.12 - District School Attendance Review Board)

10. Referral of the student to a truancy mediation program operated by the county's district attorney or probation officer pursuant to Education Code 48260.6

Upon receiving any complaint that a parent/guardian or other person having control or charge of a student has violated Education Code 48200-48341, the state compulsory education laws, the attendance supervisor shall investigate the matter and, if a violation is found, shall recommend referral to a SARB. If the district is subsequently notified by the SARB that the parent/guardian continually and willfully has failed to respond to directives of the SARB or the services provided, the attendance supervisor shall refer the matter for possible prosecution in court in accordance with Education Code 48291-48292, as applicable. (Education Code 48290-48292)

The attendance supervisor shall gather and transmit to the County Superintendent of Schools the number and types of referrals made to the SARB and of requests for petitions made to the juvenile court. (Education Code 48273)

The attendance supervisor shall annually report student attendance data to the Superintendent or designee and the Governing Board. Such data shall include, by school, grade level, and each numerically significant student subgroup as defined in Education Code 52052, rates of school attendance, chronic absence in which students are absent on 10 percent or more of the school days in the school year, and dropout.

(cf. 5147 - Dropout Prevention)

Legal References: (see next page)

ATTENDANCE SUPERVISION (continued)

Legal Reference:

EDUCATION CODE

1740 *Employment of personnel to supervise attendance (county superintendent)*

37223 *Weekend classes*

46000 *Records (attendance)*

46010-46014 *Absences*

46110-46119 *Attendance in kindergarten and elementary schools*

46140-46147 *Attendance in junior high and high schools*

48200-48208 *Children ages 6-18 (compulsory full-time attendance)*

48240-48246 *Supervisors of attendance*

48260-48273 *Truants*

48290-48297 *Failure to comply; complaints against parents*

48320-48325 *School attendance review boards*

48340-48341 *Improvement of student attendance*

48400-48403 *Compulsory continuation education*

52052 *Accountability; numerically significant student subgroups*

52060-52077 *Local control and accountability plan*

60901 *Chronic absence*

PENAL CODE

270.1 *Chronic truancy; parent/guardian misdemeanor*

WELFARE AND INSTITUTIONS CODE

601-601.4 *Habitually truant minors*

11253.5 *Compulsory school attendance*

CODE OF REGULATIONS, TITLE 5

306 *Explanation of absence*

420-421 *Record of verification of absence due to illness and other causes*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

School Attendance Review Board Handbook, 2015

School Attendance Improvement Handbook, 2000

WEB SITES

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

Attendance Works: <http://www.attendanceworks.org>

California Association of Supervisors of Child Welfare and Attendance: <http://www.cascwa.org>

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

SEXUAL HARASSMENT

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

SEXUAL HARASSMENT (continued)

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

Disciplinary Actions

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)

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

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

SEXUAL HARASSMENT (continued)

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

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

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Record-Keeping

In accordance with law and district policies and regulations, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

(cf. 3580 - District Records)

Legal Reference: (see next page)

SEXUAL HARASSMENT (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48904 Liability of parent/guardian for willful student misconduct
48980 Notice at beginning of term
48985 Notices, report, statements and records in primary language

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy
106.1-106.82 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

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

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

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

Q&A on Campus Sexual Misconduct, September 2017

SEXUAL HARASSMENT (continued)

Management Resources: (continued)

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS (continued)

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

Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

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

WEB SITES

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

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

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

SEXUAL HARASSMENT

Definitions

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

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

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, *sexual harassment* is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity

SEXUAL HARASSMENT (continued)

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

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

Examples of Sexual Harassment

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment under state and/or federal law, in accordance with the definitions above, include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in

SEXUAL HARASSMENT (continued)

accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee investigate, and/or resolve sexual harassment complaints processed under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

(title or position)

(address)

(telephone number)

(email)

Notifications

The Superintendent or designee shall notify students and parents/guardians that the district does not discriminate on the basis of sex as required by Title IX and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

(cf. 5145.6 - Parental Notifications)

The district shall notify students and parents/guardians of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)
2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact

SEXUAL HARASSMENT (continued)

to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)

4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6; 34 CFR 106.8)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
7. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to students or parents/guardians (34 CFR 106.8)

The Superintendent or designee shall also post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Reporting Complaints

A student or parent/guardian who believes that the student has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to a teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Within one school day of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report the observation to the principal or Title IX Coordinator. The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

SEXUAL HARASSMENT (continued)

When a report or complaint of sexual harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

Complaint Procedures

All complaints and allegations of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to BP/AR 1312.3 - Uniform Complaint Procedures.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, implement remedies, and address any continuing effects.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints or allegations brought by or on behalf of students shall be investigated and resolved in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under BP/AR 1312.3 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for BP/AR 1312.3 are concurrently met while implementing the Title IX procedure.

(cf. 1312.3 - Uniform Complaint Procedures)

Reporting Allegations/Filing a Formal Complaint

A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment or to any other available school employee, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

(cf. 5145.7 - Sexual Harassment)

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

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

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

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

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

Emergency Removal from School

A student shall not be disciplined for alleged sexual harassment under Title IX until the investigation has been completed. However, on an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

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

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

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

If a complaint is dismissed, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Investigation Procedures

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

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

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

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

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

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

The district's decision may be appealed to the California Department of Education within 30 days of the written decision in accordance with BP/AR 1312.3.

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

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Corrective/Disciplinary Actions

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

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

(cf. 5144 - Discipline)

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

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

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

5. Referral of the student to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

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

(cf. 4117.7/4317.7 - Employment Status Report)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

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

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances
3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

(cf. 1113 - District and School Web Sites)

(cf. 3580 - District Records)

Legal Reference: (see next page)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE

200-262.4 *Prohibition of discrimination on the basis of sex*
48900 *Grounds for suspension or expulsion*
48900.2 *Additional grounds for suspension or expulsion; sexual harassment*
48985 *Notices, report, statements and records in primary language*

CIVIL CODE

51.9 *Liability for sexual harassment; business, service and professional relationships*
1714.1 *Liability of parents/guardians for willful misconduct of minor*

GOVERNMENT CODE

12950.1 *Sexual harassment training*

CODE OF REGULATIONS, TITLE 5

4600-4670 *Uniform complaint procedures*
4900-4965 *Nondiscrimination in elementary and secondary education programs*

UNITED STATES CODE, TITLE 20

1092 *Definition of sexual assault*
1221 *Application of laws*
1232g *Family Educational Rights and Privacy Act*
1681-1688 *Title IX of the Education Amendments of 1972*

UNITED STATES CODE, TITLE 34

12291 *Definition of dating violence, domestic violence, and stalking*

UNITED STATES CODE, TITLE 42

1983 *Civil action for deprivation of rights*
2000d-2000d-7 *Title VI, Civil Rights Act of 1964*
2000e-2000e-17 *Title VII, Civil Rights Act of 1964 as amended*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 *Family Educational Rights and Privacy*
106.1-106.82 *Nondiscrimination on the basis of sex in education programs*

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources: (see next page)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Management Resources:

CSBA PUBLICATIONS

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

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

FEDERAL REGISTER

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

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

Q&A on Campus Sexual Misconduct, September 2017

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

Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

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

WEB SITES

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

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

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

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to students at all grade levels and their parents/guardians:

The district does not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any student for filing a complaint or exercising any right granted under Title IX.

Title IX requires a school district to take immediate and appropriate action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education or both.

The district has designated and authorized the following employee as the district's Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and stalking:

(name and/or title/position)

(address)

(telephone number)

(email address)

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures on the district's web site at _____*(insert website link)*_____.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact: _____ (*insert location/phone/email of contact person*) _____.

Materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process are also publicly available on the district's web site or at the district office upon request.

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

The Governing Board desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect and value society's diversity, and enhance instructors' ability to educate all students through the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. Textbooks, technology-based materials, and other educational materials shall be aligned with academic content standards and the district's curriculum to ensure that they effectively support the district's adopted courses of study.

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

(cf. 0415 - Equity)

(cf. 0440 - District Technology Plan)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6000 - Concepts and Roles)

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6162.5 - Student Assessment)

(cf. 6163.1 - Library Media Centers)

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or that have, during the district's review process, been determined to be aligned with the state academic content standards adopted by SBE. (Education Code 60200, 60210)

The Board shall adopt instructional materials for grades 9-12 upon determining that the materials meet the criteria specified in law and the accompanying administrative regulation. (Education Code 60400)

In selecting or adopting instructional materials, the Board shall consider the recommendation of the Superintendent or designee and/or an advisory committee established to review the materials.

Public Hearing on Sufficiency of Instructional Materials

The Board shall annually conduct one or more public hearings on the sufficiency of the district's instructional materials, including textbooks, technology-based materials, other educational materials, and tests. Technology-based materials include, but are not limited to, software programs, video disks, compact disks, optical disks, video and audio tapes, lesson plans, databases, and the electronic equipment required to make use of those materials by students and teachers as a learning resource. (Education Code 60010, 60119)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. Ten days prior to the hearing, the Superintendent or designee shall post a notice in three public places within the district containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

(cf. 9322 - Agenda/Meeting Materials)

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks or other instructional materials that are aligned to the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE in each of the following subjects: (Education Code 60119)

1. Mathematics

(cf. 6142.92 - Mathematics Instruction)

2. Science

(cf. 6142.93 - Science Instruction)

3. History-social science

(cf. 6142.94 - History-Social Science Instruction)

4. English language arts, including the English language development component of an adopted program

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6174 - Education for English Learners)

5. World language

(cf. 6142.2 - World Language Instruction)

6. Health

(cf. 6142.8 - Comprehensive Health Education)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

The Board shall also determine the availability of science laboratory equipment, as applicable to science laboratory courses offered in grades 9-12. (Education Code 60119)

In making these determinations, the Board shall consider whether each student has sufficient textbooks or other instructional materials to use in class and to take home. This does not require that each student have two sets of materials. However, materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

If materials are in a digital format, they shall be considered sufficient as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district, and has the ability to use and access them at home. (Education Code 60119)

If the Board determines that there are insufficient textbooks or other instructional materials, the district shall provide information to classroom teachers and to the public setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each student does not have sufficient textbooks or instructional materials. The Board shall take any action to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)

(cf. 0460 - Local Control and Accountability Plan)

Complaints

Complaints concerning instructional materials shall be handled in accordance with BP/AR 1312.2 - Complaints Concerning Instructional Materials or AR 1312.4 - Williams Uniform Complaint Procedures, as applicable.

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference: (see next page)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

Legal Reference:

EDUCATION CODE

- 220 *Prohibition against discrimination*
 - 1240 *County superintendent, general duties*
 - 33050-33053 *General waiver authority*
 - 33126 *School accountability report card*
 - 35272 *Education and athletic materials*
 - 44805 *Enforcement of course of studies; use of textbooks, rules and regulations*
 - 49415 *Maximum textbook weight*
 - 51501 *Nondiscriminatory subject matter*
 - 52060-52077 *Local control and accountability plan*
 - 60000-60005 *Instructional materials, legislative intent*
 - 60010 *Definitions*
 - 60040-60052 *Instructional requirements and materials*
 - 60060-60063.5 *Requirements for publishers and manufacturers*
 - 60070-60076 *Prohibited acts (re instructional materials)*
 - 60110-60115 *Instructional materials on alcohol and drug education*
 - 60119 *Public hearing on sufficiency of materials*
 - 60200-60210 *Elementary school materials*
 - 60226 *Requirements for publishers and manufacturers*
 - 60350-60352 *Core reading program instructional materials*
 - 60400-60411 *High school textbooks*
 - 60510-60511 *Donation for sale of obsolete instructional materials*
 - 60605 *State content standards*
 - 60605.8 *Common Core State Standards*
 - 60605.86-60605.88 *Supplemental instructional materials aligned with Common Core State Standards*
- CODE OF REGULATIONS, TITLE 5
- 9505-9530 *Instructional materials*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

- Instructional Materials FAQ*
- 01-05 *Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015*
- Standards for Evaluating Instructional Materials for Social Content, 2013*

WEB SITES

- CSBA: <http://www.csba.org>
- Association of American Publishers: <http://www.publishers.org>
- California Academic Content Standards Commission, *Common Core State Standards*:
<http://www.scoe.net/castandards>
- California Department of Education: <http://www.cde.ca.gov>

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

Review Process

The district's review process for evaluating instructional materials shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members in accordance with Education Code 60002. The review process may also involve administrators, other staff who have subject-matter expertise, and students as appropriate. The Superintendent or designee shall seek input from stakeholders with diverse backgrounds and perspectives.

(cf. 6020 - Parent Involvement)

If the district is considering the use of instructional materials for grades K-8 that have not been adopted by the State Board of Education (SBE), the Superintendent or designee shall ensure that a majority of the participants in the district's review process are classroom teachers who are assigned to the subject area or grade level of the materials. (Education Code 60210)

The Superintendent or designee may establish an advisory committee to conduct the review of instructional materials.

(cf. 1220 - Citizen Advisory Committees)

The Superintendent or designee shall present to the Governing Board recommendations for instructional materials and documentation that supports the recommendations.

All recommended instructional materials shall be available for public inspection at the district office.

(cf. 5020 - Parent Rights and Responsibilities)

When possible, the district may pilot instructional materials in a representative sample of classrooms for a specified period of time during a school year, in order to determine the extent to which the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Criteria for Selection and Adoption of Instructional Materials

In recommending instructional materials for adoption by the Board, the Superintendent or designee shall ensure that the materials:

1. Are aligned to the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

(cf. 6011 - Academic Standards)

For grades K-8, only instructional materials on the list of materials adopted by SBE and/or other instructional materials that have not been adopted by SBE but are aligned with the state academic content standards or the Common Core State Standards may be recommended for selection. (Education Code 60200, 60210)

(cf. 6161.11 - Supplementary Instructional Materials)

For grades 9-12, instructional materials in history-social science, mathematics, English/language arts, and science shall be reviewed using a standards map in order to determine the extent to which the materials are aligned to state academic content standards.

2. Do not reflect adversely upon persons because of any characteristic specified in law and BP 0410 - Nondiscrimination in District Programs and Activities, nor contain any sectarian or denominational doctrine or propaganda contrary to law (Education Code 51501, 60044)

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

3. To the satisfaction of the Board, are accurate, objective, current, and suited to the needs and comprehension of district students at their respective grade levels (Education Code 60045)
4. With the exception of literature and tradebooks, use proper grammar and spelling (Education Code 60045)
5. Do not expose students to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: (Education Code 60048, 60200)
 - a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by SBE.
 - b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration.

(cf. 1325 - Advertising and Promotion)

6. Meet the requirements of Education Code 60040-60043 for specific subject content, including, but not limited, accurately portraying society's cultural and racial diversity

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

7. Support the district's adopted courses of study and curricular goals

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6142.2 - World Language Instruction)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)
(cf. 6142.93 - Science Instruction)
(cf. 6142.94 - History-Social Science Instruction)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)

8. Contribute to a comprehensive, balanced curriculum

9. Demonstrate reliable quality of scholarship as evidenced by:

- a. Accurate, up-to-date, and well-documented information
- b. Objective presentation of diverse viewpoints
- c. Clear, concise writing and appropriate vocabulary
- d. Thorough treatment of subject matter

10. Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities, and developmental levels

11. Stimulate discussion of contemporary issues and improve students' thinking and decision-making skills

12. As appropriate, have corresponding versions available in languages other than English

13. Include high-quality teacher's guides

14. When available, include options for lighter weight materials in order to help minimize any injury to students by the combined weight of instructional materials

In addition to meeting the above criteria as applicable, technology-based materials shall:

1. Be both available and comparable to other, equivalent instructional materials (Education Code 60052)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

2. Be accessible to all students, including economically disadvantaged students, students with disabilities, and English learners
3. Protect the privacy of student data

(cf. 6157 - Distance Learning)

Conflict of Interest

To ensure integrity in the evaluation and selection of instructional materials, individuals who are participating in the evaluation of instructional materials and are not otherwise designated in the district's conflict of interest code shall sign a disclosure statement indicating that they:

1. Will not accept any emolument, money, or other valuable thing or inducement to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional material (Education Code 60072)

Sample copies of instructional materials are excepted from this prohibition. (Education Code 60075)

2. Are not employed by nor receive compensation from the publisher or supplier of the instructional materials or any person, firm, organization, subsidiary, or controlling entity representing it
3. Do not have an interest as a contributor, author, editor, or consultant in any textbook or other instructional material submitted to the district

(cf. 9270 - Conflict of Interest)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

RESOLUTION ON SUFFICIENCY OF INSTRUCTIONAL MATERIALS

Whereas, the Governing Board of the *(name of school district)*, in order to comply with the requirements of Education Code 60119, held a public hearing on *(date)*, at *(time)* o'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which sufficient textbooks or other instructional materials were provided to all students, including English learners, in the *(name of school district)*, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards and/or the Common Core State Standards adopted by the State Board of Education;

Finding of Sufficient Textbooks or Instructional Materials

Whereas, sufficient standards-aligned textbooks or other instructional materials that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learner, in the following subjects:

- Mathematics: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

- Science: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

- History-social science: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*
-
-

- English language arts, including the English language development component of an adopted program: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*
-
-

- World language: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*
-
-

- Health: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*
-
-

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the *(year)* school year, the *(name of school district)* has provided each student with sufficient standards-aligned textbooks or other instructional materials that are consistent with the cycles and content of the curriculum frameworks.

Finding of Insufficient Textbooks or Instructional Materials

Whereas, information provided at the public hearing and to the Board at the public meeting detailed that insufficient standards-aligned textbooks or other instructional materials were provided to students in the following subjects and grade levels at district schools: *(For each school, list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in mathematics, science, history-social science, English language arts, world language, and health.)*

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

Whereas, sufficient textbooks or other instructional materials were not provided at each school listed above due to the following reasons: *(For each school at which there is an insufficiency, list the reasons that each student does not have sufficient instructional materials in each subject and grade level listed above.)*

Therefore, it is resolved, that for the (year) school year, the (name of school district) has not provided each student with sufficient textbooks or other instructional materials that are consistent with the cycles and content of the curriculum framework, and;

Be it further resolved, that the following actions will be taken to ensure that all students have sufficient standards-aligned textbooks or other instructional materials in all subjects that are consistent with the cycles and content of the curriculum frameworks within two months of the beginning of the school year in which this determination is made. *(List actions to be taken to resolve insufficiency.)*

PASSED AND ADOPTED THIS day of at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

Secretary

President