

TIPTON ELEMENTARY SCHOOL DISTRICT REGULAR BOARD MEETING AGENDA

Tuesday, May 4, 2021
7:00 p.m. District Cafeteria

1. CALL TO ORDER – FLAG SALUTE

In compliance with the Americans with Disabilities Act and the Brown Act, if you need special assistance to participate in the meeting, including the receipt of the agenda and documents in the agenda package in an alternate format, please contact the Tipton Elementary School District office at (559) 752-4213. Notification 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to this meeting (28CFR35.102-35, 104 ADA Title II), and allow for the preparation of documents in appropriate alternate format

2. PUBLIC INPUT:

In order to ensure that Members of the public are provided a meaningful opportunity to address the board on agenda items that are within the Board's jurisdiction, agenda items may be addressed either at the public input portion of the agenda, or at the time the matter is taken up by the board. Board presentations are limited to 3 minutes per person and 15 minutes per topic.

2.1 Community Relations/Citizen Comments

2.2 Reports by Employee Units CTA/CSEA

2.3 Correspondence - Review of Second Period Interim Report, 2020-2021

3. CONSENT CALENDAR: Action items:

3.1 Minutes of the Regular Board Meeting – April 6, 2021

3.2 Agency Agreement with TCOE for Library Media Services for the 2021-2022 School Year

3.3 Agency Agreement with TCOE for Psychological Services for the 2021-2022 School Year

3.4 Agreement Between Tipton Elementary School District and Mangini Associates for Modernization at Tipton Elementary School

3.5 Library Surplus

4. ADMINISTRATIVE: Action items:

4.1 Acknowledgement/Acceptance of the California School Employees Association's Initial Proposal to the District Regarding Classified Collective Bargaining Agreement Negotiations, for the 2021-2024 School Year

4.2 Adopt the District's Initial Proposal to California School Employees Association Regarding Classified Collective Bargaining Agreement Negotiations, for the 2021-2024 School Year

4.3 2021 Expanded Learning Opportunities Grant Plan

4.4 CTA Public Disclosure for the 2021-2022 School Year

4.5 Discussion and approval of Tentative Agreement between Tipton Elementary School and Associated Teachers of Tipton

4.6 Approval of Certificated Salary Schedule

5. FINANCE: Action items:

5.1 Vendor Payments

5.2 Budget Revisions

6. **INFORMATION: (Verbal Reports & Presentations)**
 - 6.1 MOT--FOOD SERVICE—PROJECTS
7. **ANY OTHER BUSINESS:**
 - 7.1 Review Quarterly Board Policy – March 2021
8. **ADJOURN TO CLOSED SESSION: The Board will consider and may act upon any of the following items in closed session. Any action taken will be reported publicly at the end of closed session as required by law.**
 - 8.1 Education Code 35146
Student transfers, inter District etc.
 - 8.2 Government Code Section 54957.6
Conference with labor negotiators
Agency designated representatives: Superintendent
Employee Organization: California School Employees Association and its Chapter 765
 - 8.3 Government Code Section 54957.6
Conference with labor negotiators
Agency designated representatives: Superintendent
Employee Organization: CTA
 - 8.4 Government Code Section 54957.6
Conference with labor negotiators
Agency designated representatives: Superintendent
Employee Organization: Classified Management and Principal
 - 8.5 Government Code Section 54957
Public Employee Discipline/Dismissal/Release/Complaint
9. **RECONVENE TO OPEN SESSION**
10. **REPORT OUT FROM CLOSED SESSION**
11. **ADJOURNMENT**

The Board upon discussion and a vote of agreement, the Board may make any item an action item.

Notice: If documents are distributed to Board Members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the District Office located at 370 N. Evans Road, Tipton CA. 93272, telephone 752-4213.

Agenda Posted: April 30, 2021

2. PUBLIC INPUT:

2.3 Correspondence - Review of Second Period Interim Report, 2020-2021

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
*County
Superintendent
of Schools*

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

(559) 733-6300
tcoe.org

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

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

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

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

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

Main Locations

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

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

April 15, 2021

Ms. Stacey Bettencourt, Superintendent
Tipton School District
PO Box 787
Tipton, CA 93272

SUBJECT: REVIEW OF SECOND PERIOD INTERIM REPORT, 2020-21

Dear Stacey:

The county office has reviewed the 2020-21 Second Period Interim Report of the Tipton School District, and will be able to certify to the California Department of Education that the district has submitted a positive report for the period ending January 31, 2021.

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

Please read our attached addendum for further comments and recommendations.

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

Sincerely,



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

FM/es
Encls.

cc: Greg Rice, Board President
District Business Manager

BACKGROUND

Our review of the district's 2020-21 Second Period Interim Report and the comments included are based on information the district had available at the time the Interim Report was prepared. The Governor's proposed budget for 2021-22 reflects unanticipated increases in funding for California Public Education during a time of an unprecedented global pandemic. The State economy has recovered from the COVID-19 pandemic much faster than originally anticipated and state revenues are much higher than projected when the 2020 Budget Act was enacted last summer. As a result, the Governor's 2021-22 budget proposal includes significant investments to address the immediate and long-term impacts of the pandemic on K-12 education.

Of most significance is the Governor's proposal to allocate roughly \$2 billion in Prop 98 funding to fund a statutory cost of living adjustment (COLA) of 3.8% in 2021-22. This COLA is comprised of a catch-up COLA adjustment of 2.31% to address the unfunded COLA in 2020-21 and a COLA of 1.5% for the 2021-22 budget year. Building upon the \$3.15 billion CalSTRS and CalPERS pension relief already provided to school employers, the Governor is proposing an \$850 million one-time general fund contribution to buy down 2021-22 employer contribution rates for both retirement systems. The budget also proposes investments in teacher credentialing programs, educator professional development, and early childhood education.

As part of the Governor's January budget proposal, roughly \$6.7 billion in funding was proposed for allocation to schools in order to mitigate COVID-19 Pandemic impacts on students and transition back to safe in-person learning. On March 1, 2021, the Governor and State legislature reached an agreement to reopen schools via the passage of Senate Bill 86 which provides \$2 billion to districts to fund the In-Person Instruction Grants for classroom based districts and charter schools providing in-person instruction by April 1st. Also included in SB 86 is \$4.6 billion to fund the Expanded Learning Opportunities Grants to provide supplemental instruction, support for social and emotional well-being, and meals to eligible students. Ten percent of this latter funding must be set-aside and used to hire paraprofessionals to provide supplemental instruction and support through the duration of this program. In order to receive the Expanded Learning Opportunities Grant, districts must adopt an expenditure plan detailing how the fund will be used. This plan must be adopted by the district's board by June 1st and submitted to the Tulare County Office of Education.

Supplementing the already higher than anticipated funding for schools is the \$900 billion Coronavirus Response and Relief Supplemental Appropriations Act signed into law on December 27, 2020. This new federal stimulus money includes \$82 billion for education and is comprised of Elementary and Secondary School Emergency Relief (ESSER) and Governor's Emergency Education Relief (GEER) funding. These resources are earmarked to assist schools in reopening and address the multitude of new costs incurred by schools attributable to the COVID-19 pandemic. On March 11, 2021 President Biden signed the \$1.9 trillion American Rescue Plan into law which will provide a third round of ESSER funding to districts. Both the ESSER II and ESSER III allocations will be based on each district's 2020-21 Title I eligibility and apportionment amount and having a spending timeline of September 30, 2023 and September 30, 2024 respectively.

The Department of Finance recognizes that in spite of a global public health crisis the State's economic recovery is outperforming expectations. In addition, two additional rounds of unanticipated federal stimulus money to offset expenses associated with learning loss mitigation and continuity of services during the COVID-19 pandemic has been a welcome relief. However, going forward we face unprecedented challenges and disruptions in providing K-12 education that come with hefty costs. A global pandemic combined with risks unique to California including emergency preparedness costs due to wildfires, affordable housing woes, statewide declining enrollment and reliance on significant one-time federal funding point to the importance of districts exercising fiscal prudence even when times are good.

LOCAL CONTINUITY AND ATTENANCE PLAN

Given the uncertain trajectory of COVID-19, the Local Control Accountability Plan (LCAP) was not required for 2020-21 as established via the passage of SB98. Accountability in 2020-21 has instated relied on the Learning Continuity and Attendance Plan required that was adopted by each district on or before September 30, 2020. This plan was intended to provide information at the district level for how student learning continuity will be addressed during the COVID-19 crisis in the 2020-21 school year.

It is important to note that the LCAP document will resume as the main accountability document for K-12 education in 2021-22 and there continues to be a growing emphasis on accountability measures. The 2021-22 budget proposal includes language that will require districts to maintain supplemental and concentration grant funds to increase and improve services to unduplicated pupils until the funds are fully spent. This provision, if included in the final budget language, will effectively disallow supplemental and concentration dollars from being carried over in an unrestricted fashion from one year to the next. This provision will be especially challenging for those districts that are falling short of meeting their minimum proportionality requirement.

BUDGET OVERVIEW FOR PARENTS

Due to the passage of AB1808 in 2018 the LCAP template for 2019-20 incorporates a new section titled “Budget Overview for Parents” which is intended to help stakeholders better understand funding decisions included in the LCAP. This bill takes an additional step towards increasing transparency over those additional supplemental and concentration dollars generated by unduplicated students. SB98 added Education Code Section 43509 changing the adoption date for the Budget Overview for Parents in the 2020-21 school year and is intended to help stakeholders better understand funding decisions included in the Learning Continuity and Attendance Plans.

For 2020-21, local governing boards are required to adopt and submit the Budget Overview for Parents on or before December 15, 2020 in conjunction with the district’s first interim budget. As of the date of this approval letter, we have confirmed the district’s Budget Overview for Parents document was adopted by the December 15, 2020 deadline and has been reviewed by the county office. As the result of this review process, our Leadership Support Services department sent comments (if any) in separate correspondence.

RETIREMENT COSTS

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

The CalPERS Board adopted changes to the actuarial assumptions that became effective June 30, 2015. The changes result in a projected increase to the employer contribution rates for 2015-16 and for the following five years. The CalPERS Circular Letter 200-012-14 dated March 10, 2014 provided projected rates for 2014-15 through 2020-21 which were subsequently modified as shown below. Both the CalPERS and CalSTRS rates shown for 2019-20 and beyond include the subsidy provided as part of the passage of AB84 on April 21, 2020 and the proposed rate offset included in the Governor’s 2021-22 proposed budget.

| CalPERS Actual and Projected Rates | | | | | |
|------------------------------------|----------------|----------------|----------------|----------------|-------------------|
| 2016-17 Actual | 2017-18 Actual | 2018-19 Actual | 2019-20 Actual | 2020-21 Actual | 2021-22 Projected |
| 13.888% | 15.531% | 18.062% | 19.721% | 20.70% | 23.0% |

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

| CalSTRS Rates per Education Code Sections 22901.7 and 22950.5 | | | | | |
|---|----------------|----------------|----------------|----------------|-------------------|
| 2016-17 Actual | 2017-18 Actual | 2018-19 Actual | 2019-20 Actual | 2020-21 Actual | 2021-22 Projected |
| 12.58% | 14.43% | 16.28% | 17.10% | 16.15% | 15.92% |

Districts should be cautious about budgeting for these lowered PERS and STRS rates in 2021-22 as they include a proposed offset not yet agreed upon by the legislator.

RESERVES

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

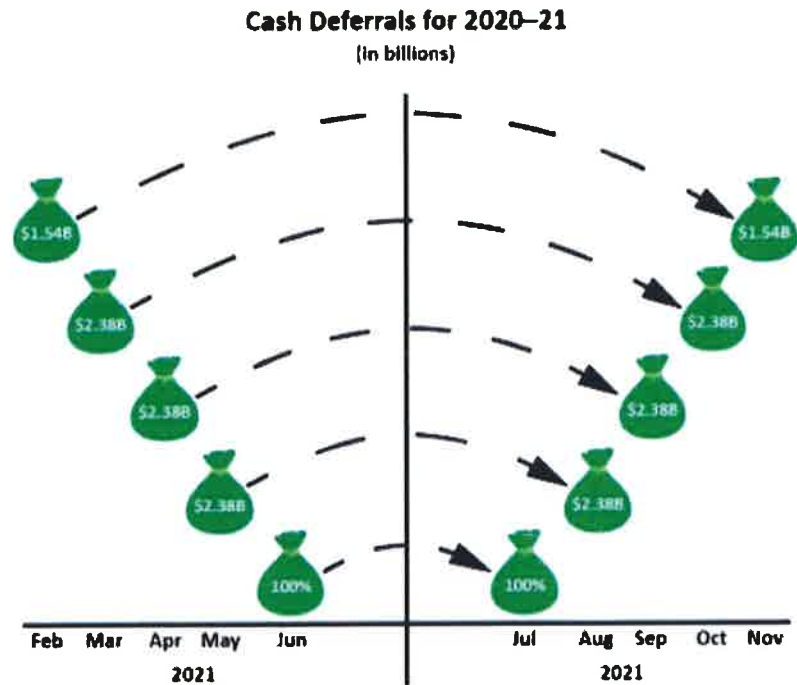
In October 2017 the Governor signed Senate Bill 751 which made significant changes to the previous Senate Bill 858 reserve cap requirements. These changes became effective January 1, 2018. The cap now allows for 10% of assigned or unassigned ending balances on a more limited number of district funds.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

The provisions of SB 751 are not imposed until the year after funds in the Public School System Stabilization Account equals or exceeds 3% of Proposition 98 funding for school districts. The State Superintendent of Public Instruction is required to notify districts and county offices of education when the conditions are met. The \$389 million contribution made as part of the Governor’s 2019-20 budget was short of the \$2.1 billion contribution amount that would have triggered the cap on district reserves in 2020-21. It is projected that required deposits of \$747 million and \$2.2 billion will be required in 2020-21 and 2021-22 respectively, triggering the school district reserve cap in 2022-23. It is recommended that districts impacted by the reserve cap take board action to commit funds for a specific purpose so they are not subject to the reserve cap.

Full Accrual Financial Position - As audit reports have begun to recognize long-term pension obligations under GASB 68, districts find their annual audit report may reflect a negative unrestricted balance on their Statement of Net Position. Beginning with fiscal year 2017-18, district audit reports will also reflect the full impact of long-term commitments for Other Post-Employment Benefits (Retiree health plans) under GASB 75. This will further reduce a district’s unrestricted net position. This will likely result in public concern over the fiscal management of the school district and higher costs associated with long-term financing. We encourage districts to review and understand their district’s unrestricted net position upon receipt of the district’s audited financial statements for 2019-20 in case questioned.

DEFERRALS

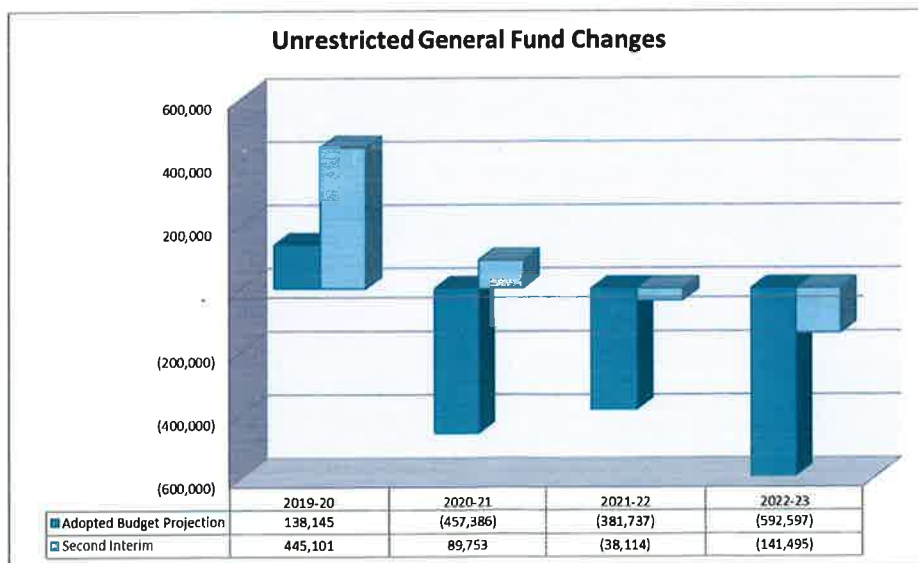
The 2020-21 enacted budget included approximately \$11 billion in deferrals from 2020-21 to 2021-22 beginning February 2021. The Governor’s 2021-22 proposed budget maintains the original deferral schedule for February through June 2021. Below is an illustration of the deferral repayment schedule:



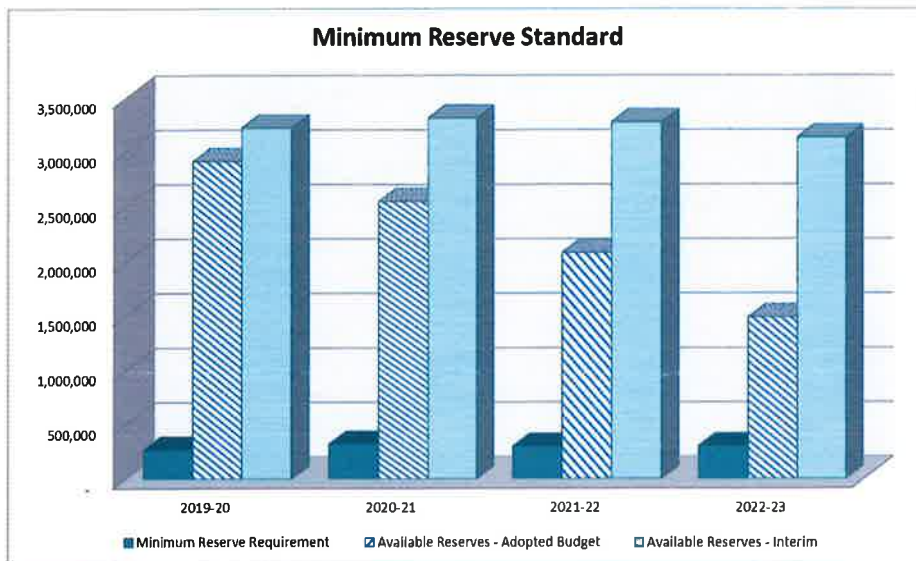
Districts should be reviewing cash balances on a monthly basis until these scheduled deferrals are repaid. Districts should be preparing cash flow projections for at least the next 18-24 months. These cash flow projections should be analyzed to determine if internal or external borrowing is going to be necessary. Cash flow monitoring is critical as we enter these deferral months.

LOCAL CONTROL FUNDING FORMULA PROJECTIONS

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



The next graph presents the district's 2020-21 Second Interim reserve status compared with the original adopted budget and state minimum reserve requirement.



COMMENTS AND RECOMMENDATIONS

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

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

3. CONSENT CALENDAR: Action items:

3.1 Minutes of the Regular Board Meeting – April 6, 2021

TIPTON ELEMENTARY SCHOOL DISTRICT REGULAR BOARD MEETING Minutes

Tuesday, April 6, 2021
7:00 p.m. District Cafeteria

1. CALL TO ORDER – FLAG SALUTE

Board President, Greg Rice called the meeting to order at 7:00 pm and led the flag salute. Board Members present: Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha, and Greg Rice. Guest: Fausto Martin, Cherie Solian, and Cassandra Cunha.

2. PUBLIC INPUT:

In order to ensure that Members of the public are provided a meaningful opportunity to address the board on agenda items that are within the Board’s jurisdiction, agenda items may be addressed either at the public input portion of the agenda, or at the time the matter is taken up by the board. Board presentations are limited to 3 minutes per person and 15 minutes per topic.

2.1 Community Relations/Citizen Comments

2.2 Reports by Employee Units CTA/CSEA

No comments

3. CONSENT CALENDAR: Action items:

3.1 Minutes of the Regular Board Meeting – March 9, 2021

Motion to approve the consent calendar was made by Iva Sousa and second by Fernando Cunha.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea -Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

4. ADMINISTRATIVE: Action items:

4.1 Acknowledgement/Acceptance of the Associated Teachers of Tipton’s Initial Proposal to the District Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2021-2022 School Year

Motion to approve Acknowledgement/Acceptance of the Associated Teachers of Tipton’s Initial Proposal to the District Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2021-2022 School Year was made by Fernando Cunha and second by John Cardoza.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea -Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

4.2 Adopt District’s Initial Proposal to Associated Teachers of Tipton Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2021-2022 School Year

Motion to approve and Adopt District’s Initial Proposal to Associated Teachers of Tipton Regarding Certificated Collective Bargaining Agreement Negotiations, for the 2021-2022 School Year was made by Fernando Cunha and second by John Cardoza.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea -Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

4.3 Quarterly Board Policy – December 2020

Motion to approve Quarterly Board Policy – December 2020 was made by John Cardoza and second by Fernando Cunha.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea -Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

4.4 Approve Selection of Mangini Associates INC Based on Demonstrated Competence and Authorize Administration to Enter Into Architect Agreement for Modernization Project

Motion to approve Selection of Mangini Associates INC Based on Demonstrated Competence and Authorize Administration to Enter Into Architect Agreement for Modernization Project was made by Shelley Heeger and second by John Cardoza.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea -Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

4.5 Request to Award Bid to the Lowest Responsible Bidder for the Tipton Elementary School Camera Replacement Project

Motion to approve the awarding bid to EKC Enterprise, Inc. as the Lowest Responsible Bidder for the Tipton Elementary School Camera Replacement Project was made by Fernando Cunha and second by John Cardoza.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea -Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

5. FINANCE: Action items:

5.1 Vendor Payments

Motion to approve Vendor Payments was made by Iva Sousa and second by John Cardoza.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea -Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

5.2 Budget Revisions

Motion to approve Budget Revisions was made by John Cardoza and second by Fernando Cunha.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea -Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

6. INFORMATION: (Verbal Reports & Presentations)

6.1 MOT--FOOD SERVICE—PROJECTS

Mr. Fausto Martin reported that the CHP had their bus inspections and bus #6 was put back into rotation. Mr. Martin shared he had been working with Dr. Solian on bus schedules to accommodate the return of more students for in person learning. He shared with the Board the number of students currently riding the bus and the number of routes needed to accommodate spacing students to follow the guidelines.

6.2 Consideration and Public Notice of the California School Employees Association’s Initial Proposal to the District Regarding Classified Collective Bargaining Agreement Negotiations, for the 2021-2024 School Year

6.3 Consideration and Public Notice of the District’s Initial Proposal to California School Employees Association Regarding Classified Collective Bargaining Agreement Negotiations, for the 2021-2024 School Year

6.4 Update on In-Person Learning with new 3ft Guidance from the CDC

Mrs. Stacey Bettencourt shared with the Board that starting on April 12, 2021 an additional 129 students would be returning for in person learning bringing the total to 400 students. The new CDC guidance changed the student distancing to 3ft. Students will still be required to sit 6 ft. from one another while eating. She also shared that Tulare County was now in the Moderate/Orange Tier as of April 6, 2021. Mrs. Bettencourt reported that the adjusted 7-day average new cases per 100,000 was 3.1% and that the 7 day average positive test rate per 100,000 was 1.8%.

7. ANY OTHER BUSINESS:

8. ADJOURN TO CLOSED SESSION: 7:53 pm

9. RECONVENE TO OPEN SESSION 9:20 pm

10. REPORT OUT FROM CLOSED SESSION

8.1 Education Code 35146

Student transfers, inter District etc.

Motion to approve student #20-2117 request for interdistrict was made by John Cardoza and second by Fernando Cunha.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea - Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

Motion to approve student #21-22001 request for interdistrict was made by John Cardoza and second by Fernando Cunha.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea - Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

Motion to approve student #21-22002 request for interdistrict was made by John Cardoza and second by Fernando Cunha.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea - Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

Motion to approve student #21-22003 request for interdistrict was made by John Cardoza and second by Fernando Cunha.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea - Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

Motion to approve student #21-22004 request for interdistrict was made by John Cardoza and second by Fernando Cunha.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea - Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

Motion to approve student #21-22005 request for interdistrict was made by John Cardoza and second by Fernando Cunha.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea - Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

Motion to approve student #21-22006 request for interdistrict was made by John Cardoza and second by Fernando Cunha.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea - Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

Motion to approve student #21-22007 request for interdistrict was made by John Cardoza and second by Fernando Cunha.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea - Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

Motion to approve student #21-22008 request for interdistrict was made by John Cardoza and second by Fernando Cunha.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea - Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

Motion to approve student #21-22009 request for interdistrict was made by John Cardoza and second by Fernando Cunha.

Vote Yea 5 / No 0 / Abstain 0 / Absent 0

Yea - Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice

No – 0

Abstain –0

Absent – 0

8.2 Government Code Section 54957.6

Conference with labor negotiators

Agency designated representatives: Superintendent

Employee Organization: CTA

Discussion only

11. ADJOURNMENT 9:21 pm

Minutes approved May 4, 2021

Greg Rice, President

Iva Sousa, Clerk

Stacey Bettencourt, Secretary

3. CONSENT CALENDAR: Action items:

3.2 Agency Agreement with TCOE for Library Media Services for the 2021-2022 School Year

AGENCY AGREEMENT BETWEEN
TULARE COUNTY SUPERINTENDENT OF SCHOOLS
 AND
TIPTON SCHOOL DISTRICT
 FOR 2021-2022
ERS LIBRARY MEDIA SERVICES

| | |
|-------------------------------------|-----------------------|
| TCOE OFFICE USE | |
| <input checked="" type="checkbox"/> | Supt. receiving funds |
| <input type="checkbox"/> | Supt. expending funds |
| Vendor # | |
| Req. # | |
| PO # | |

This agreement is entered into between Tulare County Superintendent of Schools, referred to as SUPERINTENDENT, and **Tipton School District**, referred to as DISTRICT/SCHOOL. SUPERINTENDENT supports disseminating successful practices to improve student achievement, including library instructional media resources and services. Therefore, DISTRICT/SCHOOL and SUPERINTENDENT mutually agree to the provisions described below.

- 1. **TERM.** This agreement shall be effective **July 1, 2021 - June 30, 2022.**
- 2. **FEE.** The fee shall be **\$4,917.50**
 - a. The fee is based on the Average Daily Attendance (ADA) **562** x \$8.75. The minimum agreement for a single school site with an ADA ≤ 86 is \$750.00.
 - b. The agreement fee is due upon receipt of invoice and no later than February 2022. Tulare County public DISTRICTS/SCHOOLS authorize transfer to the County School Service Fund from DISTRICT/SCHOOL Instructional Funds. DISTRICT/SCHOOL will be contacted annually to renew access to services.
 - c. The following sites are covered by this agreement: **Tipton School (K-8).**

3. SERVICES.

- a. SUPERINTENDENT agrees to:
 - i. Provide online access to the Educational Resource Services Multimedia Portal. Digital resources, with correlations to the California Standards, include licensed video streaming, research and reference sources for students, eBooks (many with audio and/or visual enhancement), curriculum builder and differentiation tools.
 - (1) SUPERINTENDENT will provide each teacher and administrator with a username and password to the ERS Portal for access to online subscription content and to reserve materials. Each school will be provided with a generic student login, allowing students access to resources at school and at home; parents have access to the ERS Portal via their student's login. Login credentials are site/program specific and should only be shared with staff and students at the sites listed in this contract.
 - (2) Annual on-site ERS Portal Presentations, digital citizenship, and information literacy training are available for DISTRICT/SCHOOL staff upon request.
 - ii. Provide circulating access to educational resource materials including print media, STEM kits, robotics, primary document reproductions, art prints, realia, and DVDs.
 - (1) Print media includes core and extended literature in English and Spanish, fiction, informational text, Big Books, and professional development titles.
 - (2) Small group and classroom book/multimedia kits are available, with the option of requesting a customized book/multimedia bundle.
 - (3) In-person access to media at the ERS Library and Multimedia Center is available year-round: Monday - Friday, 8:00am - 5:00pm (closed TCOE observed holidays).
 - (4) SUPERINTENDENT staff will deliver and pick up circulating materials when materials have been reserved or a pickup has been requested.
 - (a) DISTRICT/SCHOOL staff will reserve materials online, by phone, or in person prior to the scheduled delivery day.
 - (b) DISTRICT/SCHOOL staff will renew their checkouts or return circulating items to a centralized location and submit a pickup request by the due date.
 - iii. Provide the services of the ERS Library Media Supervisor, a credentialed librarian and holder of the Library Media Teacher Services Credential, as "Librarian of Record" for any DISTRICT/SCHOOL that does not

employ a credentialed librarian. Ed Code 44868 allows a DISTRICT/SCHOOL to employ non-credentialed personnel to assist in the provision of school library services, however these individuals do not supersede the Ed Code requirement that a credentialed librarian provide oversight of school library services. This agreement further fulfills the DISTRICT/SCHOOL's obligation under Education Code, sections 18100 and 18120. A DISTRICT/SCHOOL is in compliance with the law when it contracts for library services with SUPERINTENDENT for the services of a credentialed librarian.

- iv. Provide consultant services relative to the development of library programs, including library facility planning and training of library personnel in provision of library services. These include the use of digital resources, library management software training, and collection development.
 - (1) DISTRICT/SCHOOL will be invited to send library personnel from each contracting site to participate in the ERS Library & Multimedia Center's bi-monthly Library Multimedia Network meetings dedicated to developing Future Ready school library programs, exploring new technologies, and discovering how to promote and use the ERS Portal digital resources.
 - v. Provide technology consultation supporting DISTRICT/SCHOOL needs.
 - (1) A maximum of one, free, on-site technology support day per contracting site (see Section 2c) may be used for training DISTRICT/SCHOOL personnel, for technology-focused professional development on a variety of technology tools (e.g. G Suite, Microsoft Office Applications, Robotics/Coding Applications, etc.), and/or for consulting with DISTRICT/SCHOOL administration to assist with planning technology implementation by our Instructional Technology Specialists. As an alternative to the on-site technology day, the ERS Library is offering Tech Tools learning sessions via Zoom at no charge throughout the 2021-2022 school year. These sessions are led by our Educational Technology Specialists. Contracting site staff are welcome to attend as many sessions as their schedule allows.
 - vi. The Library and Multimedia Center's Teacher Resource Center (TRC) is open extended hours beyond the classroom day to accommodate teaching schedules. Contracting DISTRICT/SCHOOL staff may bring their own supplies and use TRC equipment. Equipment includes color and B&W photocopiers, a poster printer, 27" and 42" laminators, 1.25" and 3" button makers, as well as Ellison and AccuCut die-cut shapes. Contracting sites pay a reduced fee for copying, printing, laminating, and button making.
 - (1) The TRC sells pre-designed posters and ready-to-go packs of classroom support materials.
 - (2) The TRC can print posters designed by teachers or the TRC staff can design posters and other materials to teacher specifications (at an additional fee for SUPERINTENDENT staff time).
 - (3) TRC-made materials including posters, ready-to-go packs, and other classroom support materials can be delivered after completion on the next scheduled delivery day or by mail (postal shipping fee will apply).
- b. DISTRICT/SCHOOL agrees to:
- i. Respond to SUPERINTENDENT'S email request to update the previous year's DISTRICT/SCHOOL staff list within a month of the start of the school year, for ERS Portal username and password assignments. Initial email will be sent by Sara Torabi; return all changes and updates to sara.torabi@tcoe.org. If you have additional questions about submission or format, please call 559-651-3031.
 - ii. Reimburse SUPERINTENDENT for the replacement value of any item lost, destroyed, or stolen; and pay for repair costs for items damaged while in its possession.
 - iii. Understand and acknowledge that copying of any materials owned or licensed by SUPERINTENDENT under this agreement is prohibited by federal copyright laws. This includes, but is not limited to, videotaping, audio taping, and photocopying.
 - iv. Contact Debra Lockwood, Library Media Supervisor, if there are any questions or concerns about the terms of this agreement at 559-651-3042 or debra.lockwood@tcoe.org.

4. INDEMNIFICATION. SUPERINTENDENT and DISTRICT/SCHOOL 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

ATTENTION: Stacey Bettencourt, Superintendent

of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or DISTRICT/SCHOOL 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.

5. CANCELLATION OF AGREEMENT. This agreement may be cancelled by SUPERINTENDENT and DISTRICT/SCHOOL if any of the conditions of this agreement are not completed.

6. SPECIAL PROVISIONS. SUPERINTENDENT shall comply with all laws, rules, and regulations applicable to such work.

a. SUPERINTENDENT acknowledges that the services provided by its employees may involve limited contact with students and, as such, each member of the team will have background checks pursuant to the Education Code.

b. The Agreement may be amended by the mutual written consent of the parties hereto.


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


DISTRICT/SCHOOL

SUPERINTENDENT

Stacey Bettencourt, Superintendent
Tipton School District
370 N. Evans
PO Box 787
Tipton, CA 93272
sbettencourt@tipton.k12.ca.us

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

By 
Date 4/13/2021

By 
Date 4/16/21

If this agreement meets with your approval, please sign above, and send one (1) copy via USPS to:

Tulare County Office of Education
P.O. Box 5091
Visalia, CA 93278-5091

The second copy is for your district's records.

TCOE Contact: Debra Lockwood, 559-651-3042
FORM REVISED 3/3/2021

Budget: 010-00242-0-0-242000-86890-0-0-0 100%

3. CONSENT CALENDAR: Action items:

3.3 Agency Agreement with TCOE for Psychological Services for the 2021-2022 School Year

AGENCY AGREEMENT

THIS AGREEMENT is entered into between the **TULARE COUNTY OFFICE OF EDUCATION**, referred to as **SUPERINTENDENT** and **TIPTON SCHOOL DISTRICT**, referred to as **DISTRICT**.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as of **July 1, 2021** and shall expire on **June 30, 2022**.
2. **SERVICES:** SUPERINTENDENT shall provide DISTRICT with **1.5** days per week of psychological services, which include:

Behavior Analysis and Intervention:

- Conduct Functional Behavior Assessments.
- Design and implement research/evidence based behavior intervention plans.
- Model and monitor effective behavior interventions.
- Data collection and Progress Monitoring input and oversight.

Conduct Psycho-Educational Assessments:

- Present psycho-educational assessment results to the IEP team.
- Provide written psycho-educational assessment report to all IEP team members.
- Input assessment data into the IEP prior to the IEP meeting.
- Present assessment findings at the scheduled IEP team meeting.

Consultation and Collaboration:

- On-going coordination/collaboration with all student stakeholders.
- Provide professional development in-service training opportunities to school site (per request).

Short-Term Counseling for School-Based Difficulties (individual/small group):

- Social Skill development.
- Anger Management.
- Problem-Solving skill development.
- Crisis response and emergency intervention.

Student Study Team (SST) and Individualized Education Program (IEP):

- Attend and participate in SST/IEP meetings (as needed).
- On-going collaboration with other SST/IEP team members.

3. **COST OF SERVICES:** DISTRICT shall pay SUPERINTENDENT **\$64,380.00** for the services described above, not to exceed the sum of **\$64,380.00**.
4. **METHOD OF PAYMENT:**
 - a. SUPERINTENDENT shall transfer this sum from the funds of the DISTRICT to the County School Service Fund at **May 31, 2022**.


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.

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

DISTRICT
 Stacey Bettencourt, Superintendent
 Tipton School District
 370 N. Evans, P.O. Box 787
 Tipton, CA 93272

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

By: 
 Date: 4/15/2021

By: 
 Date: 4/20/21

TCOE Program Information

Contact Person and Phone No: Joe Martinez, Director-Psychological Services
 730-2910 Ext. 5164

Budget Number: 010-00014-0-0-8699

Please return an original copy to: Tulare County Office of Education
 Tammy McKean, Assistant Superintendent
 P.O. Box 5091
 Visalia, CA 93278-5091

RECEIVED
 APR 16 2021

3. CONSENT CALENDAR: Action items:

3.4 Agreement Between Tipton Elementary School District and Mangini Associates for Modernization at Tipton Elementary School



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.: 2111

**AGREEMENT BETWEEN
OWNER AND ARCHITECT FOR**

**MODERNIZATION AT
TIPTON ELEMENTARY SCHOOL**

AGREEMENT made as of April 7, 2021,

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

TIPTON SCHOOL DISTRICT

370 N. Evans
Tipton, CA 93272

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

MANGINI ASSOCIATES INC.

4320 W. Mineral King Avenue
Visalia, CA 93291

For the following Project:

MODERNIZATION AT TIPTON ELEMENTARY SCHOOL

370 N. Evans
Tipton, CA 93272

The Owner and the Architect agree as follows:

ARTICLE 1 - INITIAL INFORMATION

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

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

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

1.3 THE PROJECT'S PHYSICAL CHARACTERISTICS

1.3.1 A modernization of existing buildings and other related scope at Tipton Elementary School in Tipton, California.

1.4 FINANCIAL INFORMATION

1.4.1 The Owner's budget for the Project is \$2,714,232 based on a preliminary estimate of the Office of Public School Construction (OPSC) student and site grants provided by Schoolworks.

1.4.2 The initial Cost of the Work for the Project as defined in Section 6.1 is based on \$2,365,000.

1.4.3 The Owner will fund the Project through OPSC as a Financial Hardship Grant.

1.5 SCHEDULE INFORMATION

1.5.1 The Owner intends to use the Project when completed.

1.6 PROCUREMENT INFORMATION

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

1.7 OTHER PROJECT INFORMATION

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

ARTICLE 2 - ARCHITECT'S RESPONSIBILITIES

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

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

2.3 COMPLIANCE WITH LAW

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

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

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

ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES

3.1 BASIC SERVICES

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

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

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

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

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

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

3.2 SCHEMATIC DESIGN (DATA GATHERING) PHASE SERVICES

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

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

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

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

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

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

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

3.3 DESIGN DEVELOPMENT (SCOPE DEVELOPMENT) PHASE SERVICES

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

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

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

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

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

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

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

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

3.5 AGENCY APPROVAL PHASE SERVICES

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

3.6 BIDDING PHASE OR NEGOTIATION PHASE SERVICES

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

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

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

3.6.2 Competitive Bidding

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

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

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

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

3.6.3 Proposals

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

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

3.7 CONSTRUCTION PHASE SERVICES

3.7.1 General

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

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

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

3.7.2 Evaluations of the Work

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

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

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

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

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

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

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

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

3.7.3 Certificates of Payment to Contractor

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

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

3.7.4 Submittals

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

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

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

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

3.7.5 Changes in the Work

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

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

3.7.6 Project Completion

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

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

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

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

3.7.7 Evaluation of Claims

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

ARTICLE 4 - ADDITIONAL SERVICES

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

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

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

4.3 Additional Services

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

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

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

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

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

4.3.6 Providing financial feasibility or other special studies.

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

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

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

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

ARTICLE 5 - OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 - COST OF THE WORK

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

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

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

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

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

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

- .1** give written approval of an increase in the budget for the Cost of the Work;
- .2** authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 terminate in accordance the terms of this Agreement;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

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

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

ARTICLE 7 - OWNERSHIP AND USE OF DOCUMENTS

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

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

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

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

Service, and the parties agree that the provisions of this Article shall be the terms and conditions for the reuse as authorized by Education Code Section 17316(c).

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

ARTICLE 8 - CLAIMS AND DISPUTES

8.1 GENERAL

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

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

8.2 MEDIATION

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

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

ARTICLE 9 - TERMINATION OR SUSPENSION

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

9.2 TERMINATION WITHOUT CAUSE

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

9.3 SUSPENSION OF THE PROJECT

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

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

9.4 TERMINATION WITH CAUSE

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

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

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

9.5 EFFECTS OF TERMINATION

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

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

ARTICLE 10 - MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 - COMPENSATION

11.1 BASIC SERVICES

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

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

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

| COMPENSATION CALCULATION | | | | |
|--|-------|-----------------|-----------|-------------------|
| Fee Basis | % Fee | Const. Cost | Fee | |
| 500,000 | 12.0% | \$ 500,000.00 | \$ | 60,000.00 |
| 500,000 | 11.5% | \$ 500,000.00 | \$ | 57,500.00 |
| 1,000,000 | 11.0% | \$ 1,000,000.00 | \$ | 110,000.00 |
| 4,000,000 | 10.0% | \$ 365,000.00 | \$ | 36,500.00 |
| 4,000,000 | 9.0% | \$ - | \$ | - |
| Remainder | 8.0% | \$ - | \$ | - |
| Probable Construction Cost → | | \$ 2,365,000.00 | | |
| | | Fee Sub-total → | \$ | 264,000.00 |
| Initial Basic Services Compensation → | | | \$ | 264,000.00 |

11.1.3 Adjustments to Basic Services Compensation:

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

11.2 PROGRESS PAYMENTS

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

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

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

11.3 ADDITIONAL SERVICES

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

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

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

11.4 HOURLY BILLING RATES

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

Standard Hourly Billing Rates Schedule:

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

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

11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1** Transportation in connection with the project shall be compensated at the yearly established rate as permitted and published by the Internal Revenue Service for compensated mileage.

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

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

11.6 PAYMENTS TO THE ARCHITECT

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

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

11.7 PAYMENTS WITHHELD

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

11.8 ARCHITECT'S ACCOUNTING RECORDS

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

ARTICLE 12 - INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13 - SPECIAL PROVISIONS

13.1 INDEMNIFICATION

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

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

13.2 FINGERPRINTING

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

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

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

13.3 ASSURANCES OF NON-DISCRIMINATION

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

13.4 INDEPENDENT CONTRACTOR STATUS

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

13.5 MANUFACTURER'S PRODUCT DATA

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

13.6 NOTICE

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

Owner: Tipton School District
Attn: Stacey Bettencourt
370 N. Evans
Tipton, California 93272

Architect: Mangini Associates, Inc.
Attn: Ryan Morrelli
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
TIPTON SCHOOL DISTRICT**

**ARCHITECT
MANGINI ASSOCIATES INC.**

By: 
Stacey Bettencourt, Superintendent/Principal

By: 
J. Ryan Monelli, Secretary/Treasurer, C33128

4. ADMINISTRATIVE: Action items:

4.1 Acknowledgement/Acceptance of the California School Employees Association's Initial Proposal to the District Regarding Classified Collective Bargaining Agreement Negotiations, for the 2021-2024 School Year

INITIAL PROPOSAL
FOR THE 2021-2024 CONTRACT SUCCESSOR AGREEMENT
FROM THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS TIPTON CHAPTER #765
TO THE
TIPTON ELEMENTARY SCHOOL DISTRICT
MARCH 19, 2021

Pursuant to the Educational Employment Relations Act and the 2018-2021 Collective Bargaining Agreement (“CBA”) between the Tipton Elementary School District (“District”) and the California School Employees Association and its Tipton Chapter #765 (“CSEA”), CSEA submits this initial proposal to commence negotiations with the District for the 2021-2024 successor contract agreement.

CSEA proposes to alter and/or amend the following articles as indicated and presents these proposals for public discussion in accordance with Government Code §3547.

ARTICLE 7: WAGES

CSEA proposes a fair and equitable salary increase for classified bargaining unit members.

CSEA proposes to amend, change, or update language regarding longevity.

ARTICLE 8: HEALTH BENEFITS

CSEA proposes that the district shall provide for the full increase cost of the current health and welfare benefits for all eligible employees and their dependents.

CSEA proposes to amend, change, or update language regarding retiree’s benefits.

All other provisions of the CBA shall remain in full force and effect.

CSEA retains the right to amend, modify, add to or delete from these proposals at any time during the negotiations process.

4. ADMINISTRATIVE: Action items:

4.2 Adopt the District's Initial Proposal to California School Employees Association Regarding Classified Collective Bargaining Agreement Negotiations, for the 2021-2024 School Year

TIPTON ELEMENTARY SCHOOL DISTRICT

Sunshine Proposal for Contract Negotiations with

California School Employees Association

Public school employers and their exclusive representatives are required to present proposals which relate to matters within the scope of representation at a school board meeting prior to commencing negotiations.

The Board of Trustees of the Tipton Elementary School District (“District”) values the collaborative spirit through which collective bargaining is accomplished between the District and the California School Employees Association (“Association”). The District will approach the coming negotiations with the Association with an intent to negotiate mutually agreeable contract terms that address its employees’ interests and concerns when aligned with the seven Board and Local Control and Accountability Plan (“LCAP”) goals:

- Goal 1: Improve Student Achievement in English Language Arts
- Goal 2: Improve Student Achievement in Math
- Goal 3: Increase Academic Achievement for all EL students
- Goal 4: Improve Pupil Attendance and Truancy Rates
- Goal 5: Improve Participation and Increase Learning Opportunities for Parents
- Goal 6: To Provide and Equip a Multipurpose Room to Assist with the Implementation of a Broad Range of Study, Increase Pupil Achievement, and Help Facilitate Parental Involvement.
- Goal 7: Maintain Class Sizes of 24:1 or Less Across Grades TK-8

The following constitutes the initial proposal of the Tipton Elementary School District 2021-2024 contract negotiations with the Association.

THE DISTRICT’S INITIAL PROPOSAL

- Article 7: Wages
- Article 8: Health Benefits

The District desires to engage in good faith, principled negotiations with the Association to reach consensus on all negotiable items.

4. ADMINISTRATIVE: Action items:

4.3 2021 Expanded Learning Opportunities Grant Plan

Expanded Learning Opportunities Grant Plan

| Local Educational Agency (LEA) Name | Contact Name and Title | Email and Phone |
|-------------------------------------|----------------------------|--|
| Tipton Elementary School District | Cherie Solian Principal | csolian@tipton.k12.ca.us (559) 752-4213 |

The following is the local educational agency’s (LEA’s) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

Tipton Elementary School District met with parents, teachers and school staff to discuss and gather feedback and ideas on the development of the Expanded Learning Opportunities Grant plan. Surveys were given to families and staff to solicit feedback. Meetings were held on April 8th, 13th and 14th with staff. Certificated and classified staff suggested a structured response to intervention plan to address student needs, utilizing instructional aides for support in language development and base 10 understanding in math, increasing small group instruction, adding additional staff to support cafeteria and maintenance staff, offering additional training to afterschool program staff to help with intervention, training staff on developmental stages of reading, and compensating staff for working additional hours or on Saturdays. Certificated staff expressed that it was very difficult to simultaneously teach students in-person and remotely. Parent meetings were held on March 18th and April 22nd. Surveys were given on April 14th & 19th. Parents suggested training for parents on how to support their students at home with work that students are expected to complete outside of the classroom, having more communication with families, getting parents involved on campus through volunteer work, adding additional training for teachers on how to help with learning loss, recognizing students in celebrations where parents are invited to attend, and offering more learning opportunities through tutoring or afterschool.

A description of how students will be identified and the needs of students will be assessed.

Students who need academic supports will be identified by local benchmarks, diagnostic assessments, and teacher designed formative assessments. The district utilizes standardized assessments aligned with state standards in the areas of reading and mathematics. Mental health referrals, recommendations from the school social worker and school psychologist will be used to identify students who need social-emotional support. Student survey data will identify grade level group need for social emotional support. Students attending the extended

learning during the summer session will be provided with snacks and meals. Students who qualify for free and reduced meals, identified as English language learners per ELPAC, and students with designated IEP will be prioritized to receive support through ELA and math learning recovery.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Parents and guardians will receive notice of all opportunities for supplemental instruction and support through phone calls and letters offering services for students. Additionally, communication will be sent via parent communication and text messages.

A description of the LEA's plan to provide supplemental instruction and support.

In order to meet the needs of our low-income, foster youth, homeless, students with disabilities, students at risk of abuse, neglect or exploitation, disengaged students and students who are below grade level Tipton Elementary will be offering an extended learning summer session for the summer of 2021 and 2022 to assist students with their academic learning recovery. TESD will be offering tutoring assistance after school and on certain Saturdays each month in order to provide supplemental supports for our students. In order to address the needs of our students who are suffering from trauma, depression and anxiety. TESD will be contracting with TCOE for a BHS mental health professional. Supportive services include staff and parent trainings, brief mental health support, interim mental health support, crisis support, SARB support, school staff/classroom support, family outreach, community linkage and support for student groups that help with social skills, anger management, friendship/anti-bullying, social emotional learning, girls circle, and mindfulness. TESD recognizes the stress and trauma many are facing as a result of the COVID-19 pandemic. Our goal is to support those in need with the additional resources. In order to expand professional services additional Paraprofessionals will be hired for the 21-22 school year. Based on the needs of our students our school psychologist services will be increased to provide an additional day of support to our students.

TESD will take a multi-tiered approach to provide supplemental instruction and support for learning recovery. The approach is specifically designed to meet the needs of foster youth, homeless youth, students with IEPs, English learners, and students in high poverty.

Tier 1:

Grade level teams will analyze the progression of standards to understand where there might be learning recovery is necessary. Teacher teams will identify essential standards that are key for successful learning math and ELA for the current grade level and in future grade levels. Grade level teams will create an essential standards pacing guide. This pacing guide must also take into account time for learning recovery all the way through to mastery of the standard. Common formative assessments for essential standards will need to be created and administered by all team members. This data will help us to determine which students need Tier2 intervention, prioritizing foster youth, homeless, students with IEPs, students with low socio-economic status, and English learners. The focus will be on student learning. Tier 1 instruction and assessments are based on the California Common Core State Standards not the pacing of the state adopted curriculum. Instructional aides will be utilized to help with small groups that are working on strategies/skill practice that was just taught or helping give assessments. Training in RtI, reading developmental stages, and math interventions will be provided to teachers and instructional aides to assist in planning for small group instruction. During core instruction time, all students will be working on grade level standards. Teachers will consistently use data of student learning from formative and summative end of the unit assessments to drive their instruction for their students. By analyzing the data from these assessments teachers can clearly identify what the students have learned so far and what learning outcomes still need to be addressed or retaught. Learning targets will be shared with students so that the students know what learning is expected of them and when teacher provide continuous feedback the essential standard and student learning outcomes to develop a unit plan. Teachers will screen for prior skills knowledge, give formative mid-unit assessment and give end of unit summative

assessments. All students will take ownership and responsibility for their own learning. Teachers will use ongoing checks for understanding (CFU) to give frequent and meaningful feedback in the moment rather than waiting for mid-unit or summative assessment feedback. Grade level teams will meet weekly for collaboration. The collaboration is intended to ensure that all students are receiving quality Tier 1 instruction and that those students in need are in Tier 2 intervention. Tier 2 interventions will be done in a timely manner. TESD's highest priority is to provide universal access to essential grade level curriculum. TESD will ensure there is time for vertical articulation so that grade level teams know the prerequisite skills and behavior for students to be successful in the next grade level. TESD will also ensure that school specialists, not limited to the special education teacher, are also trained and have a common understanding of the essential standards for students that they provide services to. TESD is committed to ongoing revisions of its intervention plan based on new state adopted standards, textbooks, student needs, and staffing changes. The master schedule will also include additional time for Tier 2 interventions and Tier 3 intervention.

Tier 2:

TESD will ensure that there is scheduled time for supplemental interventions. Teachers will be held accountable for providing approximately 30 minutes of Tier 2 intervention support. Tier 2 intervention time is done during regular school hours when all students can participate if needed. Teachers will not introduce new essential standards learning during Tier 2 intervention times. It will be the goal of the school for students not to miss electives unless absolutely necessary to do so. Just as all students deserve quality Tier 1 instruction, all students also deserve access to enrichment. Students assigned to Tier 2 intervention should remain flexible and fluid. Students should not remain in Tier 2 for weeks upon weeks. Student Study Teams (SST) is to occur in a timely manner and to prevent students from being referred to special education. Student Study Team meetings will be created based on a referral to the principal through a Google Form. SST members will be responsive to individual students' needs and may include, but are not limited to the following members: Classroom teacher, Special education teacher, Principal or other administrator, School psychologist, Nurse, Speech therapist, Person making the referral, and Parents of the student.

The SST will use data based on universal screeners, common assessments, and staff recommendations. Universal screeners will be used to identify areas of below grade level foundational skills. The common assessments may include end of unit summative essential standards assessments, local benchmarks, STAR Reading, STAR Math, and CAASPP ELA and CAASPP Math scores. Progress monitoring data from Tier 2 interventions will be included as well. Specific, measurable, achievable, realistic, and timely (S.M.A.R.T.) goals will be set in the SST meetings for improved student achievement based upon an agreed upon target decided by the stakeholders in participating in the meeting. Once a student remains in the SST process for approximately a year and a half and all other strategies have been exhausted then the team will recommend that the student be assessed for special education services. The team will develop a supplemental intervention plan for interventions for essential social and academic behaviors. The team should be established to address Tier 2 behavior interventions. This can be achieved by continuous review of schoolwide behavior referrals. Team members must put focus on the cause the behavior, not the symptoms. The team will learn together and earmark resources to target specific behavior interventions and revise the intervention if it is no longer effective.

Tier 3:

Students being referred to Tier 3 interventions will need extensive support for learning recovery in foundational skills. The SST will prioritize diagnosing, creating intensive targeted strategies, and progress monitoring students entering Tier 3 intervention. Priority students will include foster youth, students with IEPs, students with low socio-economic status, homeless, and English learners. The SST will then determine if special education referral is necessary and will also emphasize that Tier 3 instruction will not happen during Tier 1 core instruction. Tier 3 intervention groups should be small and those students in that group should have the same area of need. Only in Tier 3 instruction can students' curriculum be modified to different grade level curriculum. Research and evidenced based curriculum will be used to support these students. Intervention may include: Touch Math, Writing without Tears, Reading Mastery, and Read Naturally. The Tier 3 team will share the student's goals with the student, teacher, and the parent and will communicate the student's progress at least every two weeks. New goals

will be set biweekly for each student in Tier 3 intervention. The intervention team will review the progress monitoring data frequently. Providing multiple opportunities for intervention in a timely manner is intended to keep students from falling so far behind and to meet learning recovery needs. As part of the process of identifying students as special education the intervention team will determine that all other options have been exhausted.

Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

| Supplemental Instruction and Support Strategies | Planned Expenditures | Actual Expenditures |
|--|-----------------------------|----------------------------|
| Extending instructional learning time | 99,501.77 | |
| Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports | 75,000.00 | |
| Integrated student supports to address other barriers to learning | 115,584.00 | |
| Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports | | |
| Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility | | |
| Additional academic services for students | 133,351.23 | |

| Supplemental Instruction and Support Strategies | Planned Expenditures | Actual Expenditures |
|--|----------------------|---------------------|
| Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs | 0 | |
| Total Funds to implement the Strategies | 423,437 | |

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

In developing the plan with all stakeholders, we took into consideration of all the funds that were available, including the Elementary and Secondary School Emergency Relief (ESSER) funds. TESD will be using ELO Grant funds to implement a tiered system of interventions that support the needs of critically identified student youth in the areas of academics, social-emotional support, and nutrition. Priority student populations will include foster youth, homeless, students with IEPs, students with low socio-economic status, and English learners. The use of these funds will be coordinated with ESSER funds in sustainability of the implementation of intervention systems through professional development training of staff. Staff will be trained in the areas of Multi-tiered System of Supports (MTSS), developmental reading progressions, and mathematical practices. ELO funds will be coordinated with ESSER funds to maintain, low-income students access to support via technology and internet. Additionally, funds will be coordinated to implement mental health supports through ELO and extend mental health educational opportunities through ESSER funds. All funding is being used to support growing school staffing at levels required for interventions and student supports, maintaining safe and clean facilities as directed by the California Department of Public Health and ventilation opportunities.

Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code (EC)* Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact ELOGrants@cde.ca.gov or lcff@cde.ca.gov

Instructions: Plan Requirements

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- “Supplemental instruction” means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- “Support” means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students’ needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.
- “Students at risk of abuse, neglect, or exploitation” means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the

supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (*EC* Section 43522[h]).

The seven supplemental instruction and support strategies are:

1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
 - a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
 - b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
 - c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility.
6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

Fiscal Requirements

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.

- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

Instructions: Plan Descriptions

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of how parents, teachers, and school staff were involved in the development of the plan

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

A description of how students will be identified and the needs of students will be assessed

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

A description of the LEA's plan to provide supplemental instruction and support

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (*EC* Section 43522[h]).

Instructions: Expenditure Plan

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education
March 2021

4. ADMINISTRATIVE: Action items:

4.4 CTA Public Disclosure for the 2021-2022 School Year

**Summary of Salary Settlement Agreement
With the**

TIPTON ELEMENTARY

School District

Section 1: AGREEMENT

Document Preliminary / Final Approved
(circle one)

Name of Bargaining/Represented Unit Associated Teachers of Tipton (ATT)

The proposed agreement covers the period beginning 7/1/2021 and ending 6/30/2022 and

will be acted upon by the Governing Board at its meeting on 5/2/2021

Select the type of employee represented 1. Certificated Salaries

Report Version 2014.1

49

- 1. Certificated Salaries
- 2. Classified Salaries

E:\Rachel Nunca\Tipton\2020-21\CTA 21-22 Salary Disclosure.xls\Summary

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 4/30/2021
Date

The agreement was [posted at / advertised in] : Location / Newspaper District Office
(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) | <u>Settled</u> | # of Employees Represented | <u>25</u> |
| Classified | (Select One) | | | |

| | |
|------------------------|-------------------------------|
| Settled | Positive Certification |
| Pending Settlement | Qualified - Comments Attached |
| Not Represented | Negative - Comments Attached |
| Included in Disclosure | |

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 | \$ 2,066,995.12 | \$0.00 | \$51,674.88 | \$0.00 |
| % Increase | | 0.00% | 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 | \$13,093.35 | \$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 | \$460,057.30 | \$0.00 | \$14,853.40 | \$0.00 |
| | | 0.00% | 0.00% | 0.00% |

| | | | | | |
|---|---|-----------------|--------|-------------|--------|
| 4 | Health/Welfare Plans | \$436,119.00 | \$0.00 | \$4,350.00 | \$0.00 |
| | | | 0.00% | 0.00% | 0.00% |
| 5 | Total Compensation, Add (Items 1 thru 4 to equal 5) | \$ 2,963,171.42 | \$0.00 | \$83,971.63 | \$0.00 |
| | | | 0.00% | 2.83% | 0.00% |
| 6 | Total Number of Represented Employees (Use FTEs if appropriate) | 25.00 | | | |
| 7 | Total Compensation Cost for Average Employee | \$118,526.86 | \$0.00 | \$3,358.87 | \$0.00 |
| | | | 0.00% | 2.83% | 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.

Certificated Staff will receive a 2.5% raise on the salary schedule for 21/22.

Also will receive a one time additional 0.50% raise off the salary schedule for 21/22 and will be paid on a monthly basis in 21/22

District will maintain full paid benefits for 21/22 of 17,618.76 for school year, increase from 20/21 of 174.00 per employee.

One Combination class teacher stipend will be paid \$2,500 (payable evenly in 12 month increments)

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

No

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

No

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.?

No

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

ESSER II

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

Single Year, Restricted

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) | \$5,979,659 | \$0 | \$0 | \$0 | \$5,979,659 |
| Federal Revenues | \$1,370,925 | \$0 | \$0 | \$0 | \$1,370,925 |
| Other State Revenues | \$570,918 | \$0 | \$0 | \$0 | \$570,918 |
| Other Local Revenues | \$248,598 | \$0 | \$0 | \$0 | \$248,598 |
| TOTAL | \$8,170,100 | \$0 | \$0 | \$0 | \$8,170,100 |
| OPERATING EXPENDITURES | | | | | |
| Certificated Salaries | \$2,430,294 | \$0 | \$0 | \$0 | \$2,430,294 |
| Classified Salaries | \$1,067,611 | \$0 | \$0 | \$0 | \$1,067,611 |
| Employee Benefits | \$1,913,732 | \$0 | \$0 | \$0 | \$1,913,732 |
| Books and Supplies | \$1,019,910 | \$0 | \$0 | \$0 | \$1,019,910 |
| Services, Other Operating Expenses | \$1,021,642 | \$0 | \$0 | \$0 | \$1,021,642 |
| Capital Outlay | \$373,913 | \$0 | \$0 | \$0 | \$373,913 |
| Other Outgo | \$209,209 | \$0 | \$0 | \$0 | \$209,209 |
| Direct/Indirect Support Costs | -\$9,116 | \$0 | \$0 | \$0 | -\$9,116 |
| TOTAL | \$8,027,194 | \$0 | \$0 | \$0 | \$8,027,194 |
| OPERATING SURPLUS (DEFICIT) | | | | | |
| | \$142,905 | \$0 | \$0 | \$0 | \$142,905 |
| 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 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 |
| CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE | | | | | |
| | \$142,905 | \$0 | \$0 | \$0 | \$142,905 |
| FUND BALANCE, RESERVES | | | | | |
| Beginning Fund Balance | \$3,767,738 | | | | \$3,767,738 |
| Audit Adjustments/Restatements | \$0 | | | | \$0 |
| Adjusted Beginning Fund Balance | \$3,767,738 | | | | \$3,767,738 |
| Ending Fund Balance | \$3,910,643 | \$0 | \$0 | \$0 | \$3,910,643 |
| 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 | \$3,910,643 | | | | \$3,910,643 |
| f. Total Components of Ending Fund Balance | \$3,910,643 | | | | \$3,910,643 |
| <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 | \$ 8,027,194 |
| State Standard Minimum Reserve Percentage | 4% |
| State Standard Minimum Reserve Amount | \$ 321,088 |
| 2. Budgeted Unrestricted Reserved | |
| 1. General Fund Budgeted Unrestricted Reserved for Economic Uncertainties (9789) | \$ 0 |
| 2. General Fund Budgeted Unrestricted Unappropriated Amount (9790) | \$ 3,314,024 |
| 3. Special Reserve Fund (17) Budgeted Designated for Economic Uncertainties & Undesignated Ending Fund Balance | \$ |
| Total District Budgeted Unrestricted Reserves (sum lines 1 - 3) | \$ 3,314,024 |
| 3. Do unrestricted reserves meet the state standard minimum reserve amount? | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN LCFF FUNDING

| | |
|--|----------------|
| (a) LCFF Base Funding for year prior to settlement | \$4,301,090.00 |
| (b) Projected LCFF Base Funding for year of settlement | \$4,262,788.00 |
| (c) Amount of Current-Year Increase: (b) minus (a) | -\$38,302.00 |
| (d) Percentage Increase Base LCFF Funding: (c) divided by (a) | -0.89% |
| (e) Total Compensation Percentage Increase from Section 3, Line 7, Page 1 for current year | 0.00% |

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)


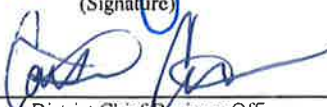
| Description | Revenue Increases | Expenditure Decreases | Fund Balance Reduction |
|--|-------------------|-----------------------|------------------------|
| Salary of 2.5% increase for 21/22 for certificated and also a one time off the salary schedule of 0.50% for 21/22. Comb Class Teacher Stipend for one teacher of 2,500. | | | -\$64,768 |
| Statutory Benefits for increase and one time off salary schedule and combo class teacher stipend. | | | -\$14,853 |
| District will cover the health insurance cost for 21/22. | | | -\$4,350 |
| | | | |
| Note: District will incorporate cost in the 21/22 adopted budget to cover 2.5% and one time 0.50% off salary schedule and the cost of health and welfare. Also the combination class teacher stipend. | | | |
| | | | |
| Totals (must agree with Section 6) | | | |
| | \$0 | \$0 | -\$83,972 |

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

6/16/2021

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

| | | |
|---|----------|------------------------|
|  | 5/4/2021 | Positive Certification |
| District Superintendent (Signature) | Date | Select One |
|  | 5/4/2021 | Positive Certification |
| District Chief Business Officer (Signature) | Date | Select One |

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on, 5/4/2021
took action to approve the proposed Agreement with the CTA Bargaining Unit and adopted the new budget
figures as calculated per the agreement.

President, Governing Board
(Signature) Date 5/4/2021

Section 9: MULTI-YEAR PROJECTION - GENERAL FUND

TIPTON ELEMENTARY School District

| 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 | 3/1/2021 | | | | |
| It Includes this Settlement | No | | | | |
| Fund 01 Expenditures and Other Financing Uses | \$7,983,194 | | \$7,428,702 | | \$7,552,030 |
| Total Available Reserves | \$3,314,044 | | \$3,275,930 | | \$3,134,436 |
| IMPACT OF AGREEMENT ON AVAILABLE RESERVES | \$0 | | (\$83,972) | | \$0 |
| OTHER ADJUSTMENTS TO AVAILABLE RESERVES | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| ESTIMATED RESERVES AFTER SETTLEMENT | \$3,314,044 | | \$3,191,959 | | \$3,134,436 |

| MINIMUM RESERVE LEVEL | | | | | |
|---------------------------------------|-----------|--|-----------|--|-----------|
| Minimum Required Percent | 4% | | | | |
| Required Amount per Form MYP Attached | 319,328 | | 297,148 | | 302,081 |
| Required Amount after Settlement | 319,328 | | 300,507 | | 302,081 |
| Over (Under) Required Reserves | 2,994,716 | | 2,891,452 | | 2,832,355 |
| 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 | | \$0.00 | \$0.00 | \$0.00 |
| % Increase | | % | % | % |
| Step and Column | | \$0.00 | \$0.00 | \$0.00 |
| | | % | % | % |
| 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 | | \$0.00 | \$0.00 | \$0.00 |
| 4 Health/Welfare Plans | | \$0.00 | \$0.00 | \$0.00 |
| | | % | % | % |
| 5 Total Compensation, Add Items 1 thru 4 to equal 5 | \$ - | \$0.00 | \$0.00 | \$0.00 |
| | | #DIV/0! | #DIV/0! | #DIV/0! |

| 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) | \$5,979,659 | | | | \$5,979,659 |
| Federal Revenues | \$0 | | | | \$0 |
| Other State Revenues | \$98,487 | | | | \$98,487 |
| Other Local Revenues | \$88,347 | | | | \$88,347 |
| TOTAL | \$6,166,493 | | \$0 | \$0 | \$6,166,493 |
| OPERATING EXPENDITURES | | | | | |
| Certificated Salaries | \$2,369,240 | \$0 | | | \$2,369,240 |
| Classified Salaries | \$618,654 | \$0 | | | \$618,654 |
| Employee Benefits | \$1,447,457 | \$0 | | | \$1,447,457 |
| Books and Supplies | \$412,764 | | | | \$412,764 |
| Services, Other Operating Expenses | \$522,312 | | | | \$522,312 |
| Capital Outlay | \$18,000 | | | | \$18,000 |
| Other Outgo | \$31,625 | | | | \$31,625 |
| Direct/Indirect Support Costs | -\$35,695 | | | | -\$35,695 |
| TOTAL | \$5,384,356 | \$0 | \$0 | \$0 | \$5,384,356 |
| OPERATING SURPLUS (DEFICIT) | \$782,137 | \$0 | \$0 | \$0 | \$782,137 |
| OTHER FINANCING SOURCES/USES | | | | | |
| Transfers In | \$0 | | | | \$0 |
| Transfers <Out> | \$0 | | | | \$0 |
| Other Sources | \$0 | | | | \$0 |
| Other <Uses> | \$0 | | | | \$0 |
| Contributions | -\$694,904 | | | | -\$694,904 |
| TOTAL | -\$694,904 | \$0 | \$0 | \$0 | -\$694,904 |
| CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE | \$87,234 | \$0 | \$0 | \$0 | \$87,234 |
| FUND BALANCE, RESERVES | | | | | |
| Beginning Fund Balance | \$3,154,897 | | | | \$3,154,897 |
| Audit Adjustments/Restatements | \$71,893 | | | | \$71,893 |
| Adjusted Beginning Fund Balance | \$3,226,790 | | | | \$3,226,790 |
| Ending Fund Balance | \$3,314,024 | \$0 | \$0 | \$0 | \$3,314,024 |
| 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 | \$3,314,024 | | | | \$3,314,024 |
| f. Total Components of Ending Fund Balance | \$3,314,024 | | | | \$3,314,024 |
| (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 | \$ 2,068,995.12 | \$0.00 | \$51,674.88 | \$0.00 | |
| % Increase | | 0.00% | 2.50% | 0.00% | % |
| | | \$0.00 | \$0.00 | \$0.00 | |
| Step and Column | | 0.00% | 0.00% | 0.00% | % |
| 2 Other Compensation | \$0.00 | \$0.00 | \$13,093.35 | \$0.00 | |
| Stipends, Bonuses, Longevity Overtime, Differential, etc | | 0.00% | 0.50% | 0.00% | % |
| Description of other compensation | | | | | |
| 3 Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare | \$460,057.30 | \$0.00 | \$14,853.40 | \$0.00 | |
| | | 0.00% | 3.23% | 0.00% | % |
| 4 Health/Welfare Plans | \$436,119.00 | \$0.00 | \$4,350.00 | \$0.00 | |
| | | 0.00% | 1.00% | 0.00% | % |
| 5 Total Compensation, Add Items 1 thru 4 to equal 5 | \$ 2,963,171.42 | \$0.00 | \$83,971.63 | \$0.00 | |
| | | 0.00% | 2.83% | 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 | | | | | |
| LCFF/Revenue Sources (8010-8099) | \$0 | | | | \$0 |
| Federal Revenues | \$1,370,925 | | | | \$1,370,925 |
| Other State Revenues | \$472,431 | | | | \$472,431 |
| Other Local Revenues | \$160,250 | | | | \$160,250 |
| TOTAL | \$2,003,606 | | \$0 | \$0 | \$2,003,606 |
| OPERATING EXPENDITURES | | | | | |
| Certificated Salaries | \$61,054 | \$0 | | | \$61,054 |
| Classified Salaries | \$448,957 | \$0 | | | \$448,957 |
| Employee Benefits | \$466,275 | \$0 | | | \$466,275 |
| Books and Supplies | \$607,146 | | | | \$607,146 |
| Services, Other Operating Expenses | \$499,330 | | | | \$499,330 |
| Capital Outlay | \$355,913 | | | | \$355,913 |
| Other Outgo | \$177,584 | | | | \$177,584 |
| Direct/Indirect Support Costs | \$26,579 | | | | \$26,579 |
| TOTAL | \$2,642,838 | \$0 | \$0 | \$0 | \$2,642,838 |
| OPERATING SURPLUS (DEFICIT) | -\$639,232 | \$0 | \$0 | \$0 | -\$639,232 |
| OTHER FINANCING SOURCES/USES | | | | | |
| Transfers In | \$0 | | | | \$0 |
| Transfers <Out> | \$0 | | | | \$0 |
| Other Sources | \$0 | | | | \$0 |
| Other <Uses> | \$0 | | | | \$0 |
| Contributions | \$694,904 | | | | \$694,904 |
| TOTAL | \$694,904 | \$0 | \$0 | \$0 | \$694,904 |
| CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE | \$55,671 | \$0 | \$0 | \$0 | \$55,671 |
| FUND BALANCE, RESERVES | | | | | |
| Beginning Fund Balance | \$612,841 | | | | \$612,841 |
| Audit Adjustments/Restatements | -\$71,893 | | | | -\$71,893 |
| Adjusted Beginning Fund Balance | \$540,947 | | | | \$540,947 |
| Ending Fund Balance | \$596,619 | \$0 | \$0 | \$0 | \$596,619 |
| 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 | \$596,619 | | | | \$596,619 |
| f. Total Components of Ending Fund Balance | \$596,619 | | | | \$596,619 |
| (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 | Year 2 | | Year 3 |
| | | Increase/Decrease 2020-21 | Increase/Decrease 2021-22 | Increase/Decrease 2022-23 | |
| 1 Salary Schedule | | \$0.00 | \$0.00 | | \$0.00 |
| % Increase | | 0.00% | 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, PERS, FICA, WC, UI, Medicare | | \$0.00 | \$0.00 | | \$0.00 |
| | | 0.00% | 0.00% | | 0.00% |
| 4 Health/Welfare Plans | | \$0.00 | \$0.00 | | \$0.00 |
| | | 0.00% | 0.00% | | 0.00% |
| 5 Total Compensation, Add Items 1 thru 4 to equal 5 | \$ - | \$0.00 | \$0.00 | | \$0.00 |
| | | #DIV/0! | #DIV/0! | | #DIV/0! |

| Section 6: IMPACT ON CURRENT YEAR | | | | | |
|---|-------------------------------------|--|--------------------------------------|--------------------------|-------------------------------------|
| Cafeteria Fund | Latest Brd Apprvd Budget | Settlement Costs Agreement Adjustments | Settlement Costs Previously Budgeted | Other Budget Adjustments | New Projected Budget |
| OPERATING REVENUES | | | | | |
| L.CFF/Revenue Limit Sources (8010-8099) | \$0 | | | | \$0 |
| Federal Revenues | \$395,000 | | | | \$395,000 |
| Other State Revenues | \$36,087 | | | | \$36,087 |
| Other Local Revenues | \$6,821 | | | | \$6,821 |
| TOTAL | \$437,908 | | \$0 | \$0 | \$437,908 |
| OPERATING EXPENDITURES | | | | | |
| Certificated Salaries | \$0 | \$0 | | | \$0 |
| Classified Salaries | \$152,890 | \$0 | | | \$152,890 |
| Employee Benefits | \$70,920 | \$0 | | | \$70,920 |
| Books and Supplies | \$228,587 | | | | \$228,587 |
| Services, Other Operating Expenses | \$28,000 | | | | \$28,000 |
| Capital Outlay | \$0 | | | | \$0 |
| Other Outgo | \$0 | | | | \$0 |
| Direct/Indirect Support Costs | \$9,116 | | | | \$9,116 |
| TOTAL | \$489,513 | \$0 | \$0 | \$0 | \$489,513 |
| OPERATING SURPLUS (DEFICIT) | -\$51,605 | \$0 | \$0 | \$0 | -\$51,605 |
| OTHER FINANCING SOURCES/USES | | | | | |
| Transfers In | \$0 | | | | \$0 |
| Transfers <Out> | \$0 | | | | \$0 |
| Other Sources | \$0 | | | | \$0 |
| Other <Uses> | \$0 | | | | \$0 |
| Contributions | \$0 | | | | \$0 |
| TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 |
| CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE | -\$51,605 | \$0 | \$0 | \$0 | -\$51,605 |
| FUND BALANCE, RESERVES | | | | | |
| Beginning Fund Balance | \$363,787 | | | | \$363,787 |
| Audit Adjustments/Restatements | \$0 | | | | \$0 |
| Adjusted Beginning Fund Balance | \$363,787 | | | | \$363,787 |
| Ending Fund Balance | \$312,183 | \$0 | \$0 | \$0 | \$312,183 |
| COMPONENTS OF ENDING BALANCE: | | | | | |
| Reserve for: | | | | | |
| Revolving Cash | | | | | |
| Stores | | | | | |
| Other Reserves | | | | | |
| Designations | | | | | |
| Economic Uncertainties | | | | | |
| Other Designations | | | | | |
| Undesignated/Unappropriated | \$312,183 | | | | \$312,183 |
| | Components Breakdown is not correct | | | | Components Breakdown is not correct |

| Indx | Fund | Restricted | ObjectMajor | ObjectGroup | RevTot |
|----------|------|------------|--------------------------------------|--|----------------|
| 0100RA02 | 0100 | R | A. Revenues | 02) Federal Revenues | \$1,370,924.95 |
| 0100RA03 | 0100 | R | A. Revenues | 03) Other State Revenues | \$472,431.06 |
| 0100RA04 | 0100 | R | A. Revenues | 04) Other Local Revenues | \$160,250.26 |
| 0100RB01 | 0100 | R | B. Expenditures | 01) Certificated Salaries | \$61,054.35 |
| 0100RB02 | 0100 | R | B. Expenditures | 02) Classified Salaries | \$448,957.16 |
| 0100RB03 | 0100 | R | B. Expenditures | 03) Employee Benefits | \$466,274.88 |
| 0100RB04 | 0100 | R | B. Expenditures | 04) Books and Supplies | \$607,146.37 |
| 0100RB05 | 0100 | R | B. Expenditures | 05) Services, Other Operating Expenses | \$499,329.92 |
| 0100RB06 | 0100 | R | B. Expenditures | 06) Capital Outlay | \$355,912.64 |
| 0100RB07 | 0100 | R | B. Expenditures | 07) Other Outgo | \$177,584.00 |
| 0100RB08 | 0100 | R | B. Expenditures | 08) Direct Support/Indirect Costs | \$26,579.10 |
| 0100RD05 | 0100 | R | D. Other Financing Sources/Uses | 05) Contributions | \$694,903.60 |
| 0100RI01 | 0100 | R | I. Components of Ending Fund Balance | 01) Beginning Fund Balance | \$612,840.84 |
| 0100RI02 | 0100 | R | I. Components of Ending Fund Balance | 02) Audit Adjustments/Restatements | -\$71,893.37 |
| 0100UA01 | 0100 | U | A. Revenues | 01) LCFF Sources | \$5,979,659.00 |
| 0100UA03 | 0100 | U | A. Revenues | 03) Other State Revenues | \$98,487.00 |
| 0100UA04 | 0100 | U | A. Revenues | 04) Other Local Revenues | \$88,347.31 |
| 0100UB01 | 0100 | U | B. Expenditures | 01) Certificated Salaries | \$2,369,240.00 |
| 0100UB02 | 0100 | U | B. Expenditures | 02) Classified Salaries | \$618,653.54 |
| 0100UB03 | 0100 | U | B. Expenditures | 03) Employee Benefits | \$1,447,456.90 |
| 0100UB04 | 0100 | U | B. Expenditures | 04) Books and Supplies | \$412,763.63 |
| 0100UB05 | 0100 | U | B. Expenditures | 05) Services, Other Operating Expenses | \$522,311.93 |
| 0100UB06 | 0100 | U | B. Expenditures | 06) Capital Outlay | \$18,000.00 |
| 0100UB07 | 0100 | U | B. Expenditures | 07) Other Outgo | \$31,625.00 |
| 0100UB08 | 0100 | U | B. Expenditures | 08) Direct Support/Indirect Costs | -\$35,695.10 |
| 0100UD05 | 0100 | U | D. Other Financing Sources/Uses | 05) Contributions | -\$694,903.60 |
| 0100UI01 | 0100 | U | I. Components of Ending Fund Balance | 01) Beginning Fund Balance | \$3,154,897.11 |
| 0100UI02 | 0100 | U | I. Components of Ending Fund Balance | 02) Audit Adjustments/Restatements | \$71,893.37 |
| 1300BA02 | 1300 | B | A. Revenues | 02) Federal Revenues | \$395,000.00 |
| 1300BA03 | 1300 | B | A. Revenues | 03) Other State Revenues | \$36,086.51 |
| 1300BA04 | 1300 | B | A. Revenues | 04) Other Local Revenues | \$6,821.38 |
| 1300BB02 | 1300 | B | B. Expenditures | 02) Classified Salaries | \$152,890.00 |
| 1300BB03 | 1300 | B | B. Expenditures | 03) Employee Benefits | \$70,920.00 |
| 1300BB04 | 1300 | B | B. Expenditures | 04) Books and Supplies | \$228,586.51 |
| 1300BB05 | 1300 | B | B. Expenditures | 05) Services, Other Operating Expenses | \$28,000.00 |
| 1300BB06 | 1300 | B | B. Expenditures | 06) Capital Outlay | \$0.00 |
| 1300BB08 | 1300 | B | B. Expenditures | 08) Direct Support/Indirect Costs | \$9,116.00 |
| 1300BI01 | 1300 | B | I. Components of Ending Fund Balance | 01) Beginning Fund Balance | \$363,787.41 |

4. ADMINISTRATIVE: Action items:

4.5 Discussion and Approval of Tentative Agreement between
Tipton Elementary School and Associated Teachers of Tipton

Agreement between
Tipton Elementary School District
And
Associated Teachers of Tipton
April 21, 2021

In an agreement by and between the Associated Teachers of Tipton and Tipton Elementary School District, both parties agree upon the following issues;

Salary: (Article 12.1 & Appendix A)

- Members will get a 2.5% raise on the salary schedule
- 0.5% additional raise off of the salary schedule only for 2021-2022
- Combination Class Teacher Stipend \$2,500 (Payable evenly in 12 monthly increments)

Health and Welfare Benefits (Article 13.1)

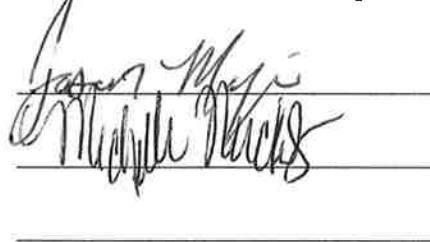
- District will maintain fully paid benefits for 2021 – 2022 at \$1,468.23 per month totaling \$1,7618.76

INWITNESS WHEREOF, the parties have caused their authorized representatives to negotiate the Agreement this 4th day of May, 2021.

Tipton Elementary School District



Associated Teachers of Tipton



4. ADMINISTRATIVE: Action items:

4.6 Approval of Certificated Salary Schedule

5. FINANCE: Action items:

5.1 Vendor Payments

APY List

Date Paid between 03/31/2021 and 04/27/2021

| Vendor No | Vendor Name | Reference Number | Payment Date | Invoice Number/Desc. | AccountCode | Amount |
|-----------|--------------------------------|------------------|--------------|----------------------|---------------------------------|-------------|
| 13036 | AMERICAN FIDELITY | 211406 | 04/16/2021 | MARCH 2021 | 010-00000-0-00000-00000-95024-0 | \$422.28 |
| 14111 | SISC | 211377 | 04/09/2021 | APRIL HW RET.BRD.ACT | 010-00000-0-00000-00000-95024-0 | \$59,958.51 |
| 5481 | EMPLOYMENT DEVELOPMENT DEPT. | 211408 | 04/16/2021 | 94238433 Q1.2021 | 010-00000-0-00000-00000-95025-0 | \$446.69 |
| 14111 | SISC | 211376 | 04/09/2021 | APRIL HW RET.BRD.ACT | 010-00000-0-00000-00000-95028-0 | \$7,960.40 |
| 12836 | OFFICE DEPOT, INC. | 211398 | 04/09/2021 | 164210209001 | 010-00000-0-00000-27000-43000-0 | \$64.31 |
| 14111 | SISC | 211375 | 04/09/2021 | APRIL HW RET.BRD.ACT | 010-00000-0-00000-71000-34020-0 | \$7,277.40 |
| 13957 | INFINITY COMM. & CONSUL., INC. | 211411 | 04/16/2021 | 12177 | 010-00000-0-00000-71000-58000-0 | \$3,375.00 |
| 13454 | TULARE COUNTY REGISTRAR OF VOT | 211395 | 04/09/2021 | 20OFB66 | 010-00000-0-00000-71000-58000-0 | \$207.05 |
| 12836 | OFFICE DEPOT, INC. | 211401 | 04/09/2021 | 163559326002 | 010-00000-0-00000-72000-43000-0 | \$15.07 |
| 12836 | OFFICE DEPOT, INC. | 211402 | 04/09/2021 | 163559326001 | 010-00000-0-00000-72000-43000-0 | \$23.64 |
| 13463 | TULARE COUNTY OFFICE OF EDUCAT | 211396 | 04/09/2021 | 210981 | 010-00000-0-00000-72000-52000-0 | \$200.00 |
| 14424 | U.S. BANK EQUIPMENT FINANCE | 211419 | 04/16/2021 | 439497124 | 010-00000-0-00000-72000-58000-0 | \$608.68 |
| 14354 | WIZIX TECH GROUP INC | 211374 | 04/09/2021 | 187076 | 010-00000-0-00000-72000-58000-0 | \$273.26 |
| 5388 | SOUTHERN CAL GAS | 211389 | 04/09/2021 | 108 416 9100 8 | 010-00000-0-00000-81000-55000-0 | \$2,191.67 |
| 5760 | TIPTON COMMUNITY SERVICES DIST | 211391 | 04/09/2021 | 10040002 | 010-00000-0-00000-81000-55000-0 | \$712.13 |
| 12324 | TULE TRASH COMPANY | 211412 | 04/16/2021 | 98543 | 010-00000-0-00000-81000-55000-0 | \$882.34 |
| 12788 | ARAMARK UNIFORM SERVICES INC | 211388 | 04/09/2021 | 503000253319 | 010-00000-0-00000-81000-56000-0 | \$452.29 |
| 12788 | ARAMARK UNIFORM SERVICES INC | 211405 | 04/16/2021 | 503000263169 | 010-00000-0-00000-81000-56000-0 | \$452.29 |
| 12788 | ARAMARK UNIFORM SERVICES INC | 211404 | 04/16/2021 | 503000258738 | 010-00000-0-00000-81000-56000-0 | \$452.29 |
| 13904 | AT&T | 211407 | 04/16/2021 | 9391028859 | 010-00000-0-00000-81000-59000-0 | \$21.07 |
| 13333 | VERIZON WIRELESS | 211392 | 04/09/2021 | 9875881915 | 010-00000-0-00000-81000-59000-0 | \$679.85 |
| 13333 | VERIZON WIRELESS | 211393 | 04/09/2021 | 98755881915 | 010-00000-0-00000-81000-59000-0 | \$704.93 |
| 14424 | U.S. BANK EQUIPMENT FINANCE | 211419 | 04/16/2021 | 439497124 | 010-00000-0-11100-10000-58000-0 | \$1,826.04 |
| 14354 | WIZIX TECH GROUP INC | 211373 | 04/09/2021 | 187075 | 010-00000-0-11100-10000-58000-0 | \$345.97 |
| 14354 | WIZIX TECH GROUP INC | 211372 | 04/09/2021 | 187077 | 010-00000-0-11100-10000-58000-0 | \$947.93 |
| 13463 | TULARE COUNTY OFFICE OF EDUCAT | 211397 | 04/09/2021 | 211361 | 010-07200-0-00000-31200-58000-0 | \$18,348.00 |
| 13987 | AMS.NET | 211387 | 04/09/2021 | Invoice-0045013 | 010-07200-0-11100-10000-43000-0 | \$356.34 |
| 12836 | OFFICE DEPOT, INC. | 211399 | 04/09/2021 | 158155747001 | 010-07200-0-11100-10000-43000-0 | \$29.09 |
| 12836 | OFFICE DEPOT, INC. | 211403 | 04/09/2021 | 141991093001 | 010-11000-0-11100-10000-43000-0 | \$48.08 |
| 13463 | TULARE COUNTY OFFICE OF EDUCAT | 211421 | 04/16/2021 | 211176 | 010-40350-1-11100-24900-58000-0 | \$3,000.00 |
| 12836 | OFFICE DEPOT, INC. | 211400 | 04/09/2021 | 163216220001 | 010-60100-0-11100-10000-43000-0 | \$83.75 |
| 14424 | U.S. BANK EQUIPMENT FINANCE | 211419 | 04/16/2021 | 439497124 | 010-74200-0-11100-10000-43000-0 | \$1,420.03 |
| 13961 | LOWE'S | 211418 | 04/16/2021 | 908554 | 010-81500-0-00000-81000-43000-0 | \$223.53 |
| 13961 | LOWE'S | 211415 | 04/16/2021 | 910227 | 010-81500-0-00000-81000-43000-0 | \$44.11 |
| 13961 | LOWE'S | 211413 | 04/16/2021 | 907322 | 010-81500-0-00000-81000-43000-0 | \$294.76 |
| 13961 | LOWE'S | 211417 | 04/16/2021 | 908978 | 010-81500-0-00000-81000-43000-0 | \$238.60 |
| 13961 | LOWE'S | 211416 | 04/16/2021 | 908097 | 010-81500-0-00000-81000-43000-0 | \$273.72 |
| 13961 | LOWE'S | 211414 | 04/16/2021 | 907530 | 010-81500-0-00000-81000-43000-0 | \$82.55 |
| 12548 | CALIFORNIA TURF EQUIP. & SUPP. | 211379 | 04/09/2021 | 490971 | 010-90361-0-00000-82000-64000-0 | \$14,000.00 |
| 12548 | CALIFORNIA TURF EQUIP. & SUPP. | 211380 | 04/09/2021 | 490963 | 010-90361-0-00000-82000-64000-0 | \$14,000.00 |
| 12548 | CALIFORNIA TURF EQUIP. & SUPP. | 211378 | 04/09/2021 | 491001 | 010-90361-0-00000-82000-64000-0 | \$14,000.00 |

| | | | | | |
|-------------------------------------|--------|------------|-------------------|---------------------------------|-------------|
| 5383 SOUTHERN CALIF EDISON CO | 211390 | 04/09/2021 | 3-003-6474-91 | 010-99900-0-00000-81000-55000-0 | \$497.63 |
| 14324 PACIFIC WESTERN BANK PAYMENTS | 211423 | 04/20/2021 | 04090109152-01000 | 010-99900-0-00000-91000-74380-0 | \$21,265.32 |
| 14324 PACIFIC WESTERN BANK PAYMENTS | 211423 | 04/20/2021 | 04090109152-01000 | 010-99900-0-00000-91000-74390-0 | \$46,700.00 |

010-General Fund Total Expenditures: \$225,406.60

| | | | | | |
|-----------------------------|--------|------------|----------------------|---------------------------------|------------|
| 14246 FRESNO PRODUCE INC | 210037 | 04/16/2021 | 41906 | 130-53100-0-00000-37000-47000-0 | (\$28.50) |
| 14246 FRESNO PRODUCE INC | 211410 | 04/16/2021 | 979129 | 130-53100-0-00000-37000-47000-0 | \$818.89 |
| 14246 FRESNO PRODUCE INC | 211409 | 04/16/2021 | 978542 | 130-53100-0-00000-37000-47000-0 | \$286.11 |
| 12921 GOLD STAR FOODS INC. | 211383 | 04/09/2021 | 3786818 | 130-53100-0-00000-37000-47000-0 | \$2.85 |
| 13191 PRODUCERS DAIRY FOODS | 211386 | 04/09/2021 | 48085074024-3429-550 | 130-53100-0-00000-37000-47000-0 | \$1,585.57 |
| 13191 PRODUCERS DAIRY FOODS | 211384 | 04/09/2021 | 48085076636 | 130-53100-0-00000-37000-47000-0 | \$642.82 |
| 13191 PRODUCERS DAIRY FOODS | 211385 | 04/09/2021 | 48085072554 | 130-53100-0-00000-37000-47000-0 | \$785.60 |
| 12650 VALLEY FOOD SERVICE | 211394 | 04/09/2021 | 396687 | 130-53100-0-00000-37000-47000-0 | \$592.83 |
| 12921 GOLD STAR FOODS INC. | 211382 | 04/09/2021 | 3791753 | 130-53100-0-00000-37000-58000-0 | \$9.00 |
| 12921 GOLD STAR FOODS INC. | 211381 | 04/09/2021 | 3791296 | 130-53100-0-00000-37000-58000-0 | \$42.30 |
| 12324 TULE TRASH COMPANY | 211420 | 04/16/2021 | 98542 | 130-53100-0-00000-81000-55000-0 | \$1,194.63 |

130-Cafeteria Fund Total Expenditures: \$5,932.10

Total Payments \$231,338.70

5. FINANCE: Action items:

5.2 Budget Revisions

Budget Revision Report

Bdg Revision Final

Control Number: 42849533

| Account Classification | | Approved / Revised | Change Amount | Proposed Budget |
|------------------------------|---------------------------------|--------------------|---------------|-----------------|
| Fund: 0100 | General Fund | | | |
| Revenues | | | | |
| Federal Revenues | | | | |
| | 010-32120-0-00000-00000-82900-0 | \$0.00 | \$918,635.00 | \$918,635.00 |
| | Total: | \$0.00 | \$918,635.00 | \$918,635.00 |
| Other State Revenues | | | | |
| | 010-60100-0-00000-00000-85900-0 | \$177,559.20 | \$5,861.29 | \$183,420.49 |
| | Total: | \$177,559.20 | \$5,861.29 | \$183,420.49 |
| Total Revenues | | \$177,559.20 | \$924,496.29 | \$1,102,055.49 |
| Expenditures | | | | |
| Certificated Salaries | | | | |
| | 010-32120-0-11100-10000-11000-0 | \$0.00 | \$66,735.00 | \$66,735.00 |
| | Total: | \$0.00 | \$66,735.00 | \$66,735.00 |
| Classified Salaries | | | | |
| | 010-07200-0-11100-10000-21003-0 | \$0.00 | \$120.00 | \$120.00 |
| | 010-60100-0-11100-10000-21000-0 | \$94,627.00 | \$5,998.00 | \$100,625.00 |
| | 010-90336-0-11100-10000-29000-0 | \$44,533.00 | \$9.00 | \$44,542.00 |
| | Total: | \$139,160.00 | \$6,127.00 | \$145,287.00 |
| Employee Benefits | | | | |
| | 010-07200-0-11100-10000-37010-0 | \$341.00 | \$387.00 | \$728.00 |
| | 010-07200-0-11100-10000-37510-0 | \$341.00 | \$978.45 | \$1,319.45 |
| | 010-07200-0-11100-24203-33023-0 | \$311.00 | \$301.00 | \$612.00 |
| | 010-32120-0-11100-10000-31010-0 | \$0.00 | \$10,625.00 | \$10,625.00 |
| | 010-32120-0-11100-10000-33013-0 | \$0.00 | \$968.00 | \$968.00 |
| | 010-32120-0-11100-10000-34010-0 | \$0.00 | \$4,350.00 | \$4,350.00 |
| | 010-32120-0-11100-10000-35010-0 | \$0.00 | \$801.00 | \$801.00 |
| | 010-32120-0-11100-10000-36010-0 | \$0.00 | \$2,349.00 | \$2,349.00 |
| | 010-32120-0-11100-10000-37010-0 | \$0.00 | \$112.00 | \$112.00 |
| | 010-60100-0-11100-10000-32020-0 | \$19,278.00 | (\$4,278.00) | \$15,000.00 |

Budget Revision Report

Bdg Revision Final

Control Number: 42849533

| Account Classification | Approved / Revised | Change Amount | Proposed Budget |
|---|--------------------|---------------------|---------------------|
| 010-60100-0-11100-10000-33022-0 | \$5,908.00 | \$592.00 | \$6,500.00 |
| 010-60100-0-11100-10000-33023-0 | \$1,382.00 | \$218.00 | \$1,600.00 |
| 010-60100-0-11100-10000-34020-0 | \$10,900.00 | \$550.00 | \$11,450.00 |
| 010-60100-0-11100-10000-35020-0 | \$48.00 | \$12.00 | \$60.00 |
| 010-60100-0-11100-10000-36020-0 | \$3,478.00 | \$522.00 | \$4,000.00 |
| 010-60100-0-11100-10000-37020-0 | \$366.00 | (\$166.00) | \$200.00 |
| 010-60100-0-11100-10000-37520-0 | \$282.00 | (\$75.00) | \$207.00 |
| 010-90336-0-11100-10000-32020-0 | \$9,218.00 | \$3.00 | \$9,221.00 |
| 010-90336-0-11100-10000-34020-0 | \$17,832.76 | (\$300.76) | \$17,532.00 |
| 010-90336-0-11100-10000-36020-0 | \$1,625.00 | \$37.00 | \$1,662.00 |
| 010-90336-0-11100-10000-37020-0 | \$175.00 | (\$92.00) | \$83.00 |
| 010-90336-0-11100-10000-37520-0 | \$450.00 | (\$175.00) | \$275.00 |
| Total: | \$71,935.76 | \$17,718.69 | \$89,654.45 |
| Books and Supplies | | | |
| 010-07200-0-11100-24203-43000-0 | \$0.00 | \$6,300.00 | \$6,300.00 |
| 010-32120-0-00000-37000-43000-0 | \$0.00 | \$5,000.00 | \$5,000.00 |
| 010-32120-0-00000-81000-43000-0 | \$0.00 | \$170,000.00 | \$170,000.00 |
| 010-32120-0-00000-81000-44000-0 | \$0.00 | \$100,000.00 | \$100,000.00 |
| 010-32120-0-11100-10000-43000-0 | \$0.00 | \$121,000.00 | \$121,000.00 |
| 010-32120-0-11100-10000-44000-0 | \$0.00 | \$76,220.00 | \$76,220.00 |
| 010-32150-0-11100-10000-43000-0 | \$3,000.00 | \$8,711.71 | \$11,711.71 |
| 010-60100-0-11100-10000-43000-0 | \$17,709.20 | \$5,488.29 | \$23,197.49 |
| 010-73880-0-00000-37000-43000-0 | \$1,000.00 | (\$1,000.00) | \$0.00 |
| 010-73880-0-00000-81000-43000-0 | \$3,125.00 | (\$3,125.00) | \$0.00 |
| 010-73880-0-00000-81000-44000-0 | \$2,099.89 | (\$2,099.89) | \$0.00 |
| 010-73880-0-11100-10000-43000-0 | \$2,400.00 | \$6,045.84 | \$8,445.84 |
| 010-74200-0-00000-37000-43000-0 | \$1,000.00 | (\$314.48) | \$685.52 |
| 010-74200-0-11100-10000-43000-0 | \$24,701.00 | \$16,435.19 | \$41,136.19 |
| 010-90336-0-11100-10000-43000-0 | \$3,909.48 | \$518.76 | \$4,428.24 |
| Total: | \$58,944.57 | \$509,180.42 | \$568,124.99 |
| Services, Other Operating Expenses | | | |
| 010-07200-0-11100-10000-58000-0 | \$21,000.00 | \$15,000.00 | \$36,000.00 |
| 010-07200-0-11100-24203-58000-0 | \$0.00 | \$100.00 | \$100.00 |

Budget Revision Report

Bdg Revision Final

Control Number: 42849533

| Account Classification | Approved / Revised | Change Amount | Proposed Budget |
|---|---------------------|-----------------------|-----------------------|
| 010-32120-0-00000-81000-58000-0 | \$0.00 | \$100,000.00 | \$100,000.00 |
| 010-32120-0-11100-10000-58000-0 | \$0.00 | \$121,000.00 | \$121,000.00 |
| 010-32120-0-11100-10000-59000-0 | \$0.00 | \$20,000.00 | \$20,000.00 |
| 010-32150-0-11100-10000-58000-0 | \$8,706.00 | (\$8,706.00) | \$0.00 |
| 010-60100-0-11100-10000-52000-0 | \$2,500.00 | (\$2,500.00) | \$0.00 |
| 010-60100-0-11100-10000-58000-0 | \$2,500.00 | (\$500.00) | \$2,000.00 |
| 010-74200-0-11100-10000-58000-0 | \$25,701.00 | (\$25,701.00) | \$0.00 |
| 010-74200-0-11100-10000-59000-0 | \$0.00 | \$8,513.19 | \$8,513.19 |
| Total: | \$60,407.00 | \$227,206.19 | \$287,613.19 |
| Capital Outlay | | | |
| 010-32120-0-00000-81000-64000-0 | \$0.00 | \$100,000.00 | \$100,000.00 |
| Total: | \$0.00 | \$100,000.00 | \$100,000.00 |
| Direct Support/Indirect Costs | | | |
| 010-32120-0-00000-72100-73100-0 | \$0.00 | \$19,475.00 | \$19,475.00 |
| 010-32150-0-00000-72100-73100-0 | \$254.00 | (\$5.71) | \$248.29 |
| 010-73880-0-00000-72100-73100-0 | \$0.00 | \$179.05 | \$179.05 |
| 010-74200-0-00000-72100-73100-0 | \$0.00 | \$1,067.10 | \$1,067.10 |
| Total: | \$254.00 | \$20,715.44 | \$20,969.44 |
| Total Expenditures | \$330,701.33 | \$947,682.74 | \$1,278,384.07 |
| Budgeted Unappropriated Fund Balance before this adjustment: | | \$3,910,643.21 | |
| Total Adjustment to Unappropriated Fund Balance: | | (\$23,186.45) | |
| Budgeted Unappropriated Fund Balance after this adjustment: | | \$3,887,456.76 | |

Budget Revision Report

Bdg Revision Final

Control Number: 42849533

| Account Classification | | Approved / Revised | Change Amount | Proposed Budget |
|------------------------|---|--------------------|---------------------|-----------------|
| Fund: 1300 | Cafeteria Special Revenue Fund | | | |
| | Expenditures | | | |
| | Services, Other Operating Expenses | | | |
| | 130-53100-0-00000-81000-55000-0 | \$11,000.00 | \$3,450.00 | \$14,450.00 |
| | | Total: | \$3,450.00 | \$14,450.00 |
| Total | Expenditures | \$11,000.00 | \$3,450.00 | \$14,450.00 |
| | Budgeted Unappropriated Fund Balance before this adjustment: | | \$312,182.79 | |
| | Total Adjustment to Unappropriated Fund Balance: | | (\$3,450.00) | |
| | Budgeted Unappropriated Fund Balance after this adjustment: | | \$308,732.79 | |

Budget Revision Report

Bdg Revision Final

Control Number: 42849533

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 _____

7. ANY OTHER BUSINESS:

7.1 Review Quarterly Board Policy – March 2021

CHARTER SCHOOL RENEWAL

The Governing Board believes that the ongoing operation of a charter school should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition thoroughly and in a timely manner, consistent with the timelines set out in the Education Code. The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education (SBE) on appeal after initial denial by the Board.

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 0420.43 - Charter School Revocation)

(cf. 0500 - Accountability)

The Board shall deny the renewal petition of any charter school operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the Board and in accordance with the standards and criteria in Education Code 47605 for material revisions. (Education Code 47607)

The Board recommends that a charter school submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. (Education Code 47607; 5 CCR 11966.4)

Criteria for Granting or Denying Renewal

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the school is located, as described in Education Code 47605. (Education Code 47607)

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. (Education Code 47607)

CHARTER SCHOOL RENEWAL (continued)

In determining whether to grant a charter renewal, the Board shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, the Board shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year. The Board shall only consider data from sources adopted by SBE. (Education Code 47607, 47607.2)

Following the Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:

1. Renewal of Five to Seven Years
 - a. A charter school that is not eligible for technical assistance pursuant to Education Code 47607.3 shall be granted renewal for a period of five to seven years when, for two consecutive years immediately preceding the renewal, or for two of the three years immediately preceding the renewal for any renewal submitted in the 2020-21 or 2021-22 school year, the charter school achieved either of the following: (Education Code 47607)
 - (1) Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years
 - (2) For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups
 - b. If the charter school satisfies the above criteria, it shall only be required to update the renewal petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and, as necessary, to reflect the current program offered by the charter school. (Education Code 47607)
2. Renewal of Five Years

CHARTER SCHOOL RENEWAL (continued)

- a. A renewal shall be granted for five years if clear and convincing evidence, demonstrated by verified data, shows either of the following: (Education Code 47607.2)
 - (1) Measurable increases in academic achievement, as defined by at least one year's progress for each year in school
 - (2) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers
 - b. For any such charter school, the Board may deny the renewal petition upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. (Education Code 47607.2)
3. Denial/Two-Year Renewal
- a. The Board shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, or for two of the three years immediately preceding the renewal for any renewal submitted in the 2020-21 or 2021-22 school year, either of the following applies: (Education Code 47607.2)
 - (1) The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the Dashboard for which it receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years
 - (2) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups
 - b. However, the Board may grant a two-year renewal to any such charter school if the Board makes written factual findings, setting forth specific facts to support the findings, that: (Education Code 47607.2)

CHARTER SCHOOL RENEWAL (continued)

- (1) The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.
- (2) There is clear and convincing evidence, demonstrated by verified data, showing achievement of the criteria specified in item #2a above

In addition to all the grounds stated above for denial of a charter renewal, the Board may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, the Board shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The Board may deny the renewal for these reasons only upon a finding that either the corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding. (Education Code 47607)

A charter school that qualifies for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a charter renewal for such a charter school, the Board shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The Board shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The Board may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. (Education Code 47607)

Timelines for Board Action

Within 60 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school, determine the level of support for the petition, and obtain public input. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

CHARTER SCHOOL RENEWAL (continued)

The Board shall either grant or deny the charter renewal within 90 days of receiving the petition. The date may be extended by an additional 30 days if both the petitioner and the Board agree to the extension. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter petition, the Board shall publish all staff recommendations and recommended findings regarding the petition. During the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. (Education Code 47605)

If the Board fails to make a written factual finding when required for denial of the petition pursuant to the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)

The Superintendent or designee shall provide notification to CDE, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board within 30 days of the Board's written factual findings supporting the denial. (Education Code 47605, 47607.5)

School Closure

If a charter is not renewed and the charter school ceases operation, the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962 shall be implemented. (Education Code 47604.32, 47605)

Legal Reference: (see next page)

CHARTER SCHOOL RENEWAL (continued)

Legal Reference:

EDUCATION CODE

47600-47616.7 *Charter Schools Act of 1992*

52052 *Definition of numerically significant student subgroup*

56145-56146 *Special education services in charter schools*

60600-60649 *Assessment of academic achievement*

CODE OF REGULATIONS, TITLE 5

11962-11962.1 *Definitions*

11966.4 *Submission of charter renewal petition*

11966.5 *Charter petitions that have not been renewed; submission to county board of education*

UNITED STATES CODE, TITLE 20

7223-7225 *Charter schools*

Management Resources:

CSBA PUBLICATIONS

The Role of the Charter School Authorizer, Online Course

Charter Schools: A Guide for Governance Teams, rev. 2016

WEB SITES

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

California Charter Authorizing Professionals: <https://calauthorizers.org>

California Charter Schools Association: <https://www.ccsa.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/ch>

National Association of Charter School Authorizers: <https://www.qualitycharters.org>

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

TRANSFER OF FUNDS

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)

(cf. 9323.2 - Actions by the Board)

2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)

For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)

3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any

TRANSFER OF FUNDS (continued)

expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)

4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)
5. Transfer monies between other funds or accounts when authorized by law.

*Legal Reference:*EDUCATION CODE

78 Definition, governing board

5200 Districts governed by boards of education

16095 Transfer of district funds to district state school building fund

41010 California School Accounting Manual

41301 Section A state school fund allocation schedule

42125 Designated and unappropriated fund balances

42238-42251 Apportionments to districts, especially:

42238.01-42238.07 Local control funding formula

42600 District budget limitation on expenditure

42601 Transfers between funds to permit payment of obligations at close of year

42603 Temporary Transfer of monies held in any fund or account to another fund; repayment

42603.1 Temporary transfer of monies held in any fund or account to another fund; state deferrals; fiscal years 2020-21 and 2021-22

42840-42843 Special reserve fund

52616.4 Expenditures from adult education fund

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

WEB SITES

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

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

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

FEDERAL GRANT FUNDS

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 2 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

2. Accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.328 and 200.329

(cf. 3460 - Financial Reports and Accountability)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income, and interest

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

4. Effective control over and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
5. Comparison of actual expenditures with budgeted amounts for each federal award
6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305
7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

(cf. 3400 - Management of District Assets/Accounts)

FEDERAL GRANT FUNDS (continued)

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

(cf. 3440 - Inventories)

(cf. 3512 - Equipment)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The district shall submit financial and performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost-effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted no later than 120 calendar days after the ending date of the grant. (2 CFR 200.301, 200.328, 200.329)

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

FEDERAL GRANT FUNDS (continued)

Legal Reference:

EDUCATION CODE

42122-42129 Budget requirements

64001 School plan for student achievement, consolidated application programs

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules

200.0-200.521 Federal uniform grant guidance, especially:

200.1-200.99 Definitions

200.100-200.113 General provisions

200.317-200.326 Procurement standards

200.327-200.329 Monitoring and reporting

200.333-200.337 Record retention

200.400-200.475 Cost principles

200.500-200.521 Audit requirements

CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 Records related to federal grant programs

CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Department of Education Audit Guide

California School Accounting Manual

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Questions and Answers Regarding 2 CFR Part 200

WEB SITES

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

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

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

State Controller's Office: <http://www.sco.ca.gov>

System for Award Management (SAM): <http://www.sam.gov/SAM>

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

U.S. Government Accountability Office: <http://www.gao.gov>

FEDERAL GRANT FUNDS

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. The Superintendent or designee shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 120 calendar days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.344)

Procurement

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-200.327 and Appendix II of Part 200, and with any applicable state bidding or procurement law or district policy that is more restrictive.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

FEDERAL GRANT FUNDS (continued)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold established by the district in accordance with 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (2 CFR 200.318)

FEDERAL GRANT FUNDS (continued)

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.214)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.327)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.313, 200.439)

Conflict of Interest

Governing Board members, district employees, and other district representatives shall not participate in the selection, award, or administration of a contract supported by federal funds if they have a real or apparent conflict of interest, such as when they or a member of their

FEDERAL GRANT FUNDS (continued)

immediate family, their partner, or an organization which employs or is about to employ any of them has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Persons involved in the selection, award, or administration of a contract supported by federal funds shall be subject to discipline for any violation of conflict of interest standards. (2 CFR 200.318)

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

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

(cf. 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System))

Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

FEDERAL GRANT FUNDS (continued)**Personnel**

All district employees who are paid in full or in part with federal funds shall document the amount of time they spend on grant activities. Such records shall be incorporated into the official records of the district and shall be subject to a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated in accordance with 2 CFR 200.430. (2 CFR 200.430)

Salaries and wages of employees whose salary is paid with state or local funds but are used to meet a cost-sharing or matching requirement of the federal grant shall be documented in the same manner as salaries and wages claimed for reimbursement under a federal grant. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.334, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.334)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Audits

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

FEDERAL GRANT FUNDS (continued)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

LEASE-LEASEBACK CONTRACTS

The district may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year for a term not to exceed 99 years, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). (Education Code 17403, 17406)

(cf. 3280 - Sale or Lease of District-Owned Real Property)
(cf. 3312 - Contracts)

Before the district enters into such a lease or agreement, it shall have available a site upon which a building may be constructed for use by the district, shall have complied with requirements related to the selection and approval of sites, and shall have prepared and adopted plans and specifications for the building that have been approved in accordance with Education Code 17280-17316. (Education Code 17402)

(cf. 7150 - Site Selection and Development)

Procedures for Awarding the Contract

The district's intent to enter into a lease-leaseback contract may be described in a resolution adopted by the Governing Board which includes, but is not be limited to, a description of the available site and the building to be constructed, the amount and term of the lease, and where to obtain information about the procedures for submitting a proposal.

Any lease-leaseback contract shall be awarded through a competitive "best value" procurement process whereby a person, firm, or corporation is selected on the basis of objective criteria for evaluating the qualifications of proposers, with the resulting selection representing the best combination of price and qualifications. (Education Code 17400, 17406)

To make this determination, the district shall use the following procedures: (Education Code 17406; Public Contract Code 2600)

1. **Request for Sealed Proposals:** The Superintendent or designee shall prepare a request for sealed proposals which shall include:
 - a. An estimate of the project's price
 - b. A clear, precise description of any preconstruction services that may be required and the facilities to be constructed
 - c. The key elements of the contract to be awarded
 - d. A description of the format that proposals shall follow and the elements they shall contain

LEASE-LEASEBACK CONTRACTS (continued)

- e. The standards the district will use in evaluating proposals and the qualifications of the proposers, including:
 - (1) Relevant experience
 - (2) Safety record
 - (3) Price proposal, including, at the district's discretion, either a lump-sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district
 - (4) Whether each criterion will be evaluated on a pass-fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract
 - (5) For each scored criterion, the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score
 - (6) Other factors established by the district
 - f. The date on which proposals are due
 - g. The timetable the district will follow in reviewing and evaluating proposals
 - h. A statement that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603
2. **Notice:** At least 10 days before the date for receipt of the proposals, the Superintendent or designee shall give notice of the request for sealed proposals using both of the following methods:
- a. Providing notice at least once a week for two weeks in a local newspaper of general circulation pursuant to Public Contract Code 20112
 - b. Providing notice in a trade paper of general circulation published in the county where the project is located

The Superintendent or designee also may post the notice on the district's web site or through an electronic portal.

LEASE-LEASEBACK CONTRACTS (continued)

3. **Prequalification:** A proposer shall be prequalified in accordance with Public Contract Code 20111.6(b)-(m) in order to submit a proposal. Any electrical, mechanical, and plumbing subcontractors shall be subject to the same prequalification requirements.

(cf. 3311 - Bids)

4. **Evaluation of Proposals:** All proposals received shall be reviewed to determine whether they meet the format requirements and the standards specified in the request for sealed proposals. The district shall evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the district.
5. **Award of Contract:** The award of the contract shall be made by the Board to the responsive proposer whose proposal is determined, in writing by the Board, to be the best value to the district.

If the selected proposer refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the second highest best value score, if deemed in the best interest of the district. If that proposer then refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the third highest best value score.

Upon issuance of a contract award, the district shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the contract award and the contract file shall provide sufficient information to satisfy an external audit.

6. **Rejection of Proposals:** At its discretion, the Board may reject all proposals and request new proposals.

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

Skilled and Trained Workforce

Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or

LEASE-LEASEBACK CONTRACTS (continued)

contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17407.5; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

(cf. 9124 - Attorney)

Legal Reference: (see next page)

LEASE-LEASEBACK CONTRACTS (continued)

Legal Reference:

EDUCATION CODE

17280-17316 *Construction of school buildings; approvals*

17400-17429 *Leasing property, especially:*

17400 *Definitions*

17403 *Term of lease or agreement*

17406 *Lease-leaseback contract*

17407.5 *Use of a skilled and trained workforce*

PUBLIC CONTRACT CODE

2600-2603 *Skilled and trained workforce requirements*

20111.6 *Prequalification procedures*

20112 *Notices*

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (2016) 247 Cal. App. 4th 235

Davis v. Fresno Unified School District, (2015) 237 Cal.App.4th 261

Management Resources:

WEB SITES

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

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

DESIGN-BUILD CONTRACTS

The Governing Board may approve a contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

(cf. 7110 - Facilities Master Plan)

(cf. 7140 - Architectural and Engineering Services)

Design-build documents shall not include provisions for long-term project operations, but may include operations during a training or transition period. (Education Code 17250.25)

Procedures for Awarding the Contract

The procurement process for design-build projects shall be as follows: (Education Code 17250.25, 17250.35; Public Contract Code 2600)

1. **Performance Specifications:** The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to:
 - a. The size, type, and desired design character of the project
 - b. Performance specifications that cover the quality of materials, equipment, and workmanship
 - c. Preliminary plans or building layouts
 - d. Any other information deemed necessary to describe adequately the district's needs

The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. **Prequalification:** The district shall prepare and issue a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:
 - a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity

DESIGN-BUILD CONTRACTS (continued)

- b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction expertise, acceptable safety record, and all other non-price-related factors
- c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25
- d. A notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603

The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

3. **Request for Proposals:** The district shall prepare a request for proposals (RFP) that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The RFP shall include the information identified in items #2a, 2b, and 2d above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method for a project, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.
4. **Selection Based on Low Bid:** For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.
5. **Selection Based on Best Value:** For those projects utilizing best value as a selection method, the following procedures shall be used:
 - a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.
 - b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.

DESIGN-BUILD CONTRACTS (continued)

- c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.
- d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

Skilled and Trained Workforce

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17250.25; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

Legal Reference: (see next page)

DESIGN-BUILD CONTRACTS (continued)

Legal Reference:

EDUCATION CODE

17250.10-17250.55 *Design-build contracts*

PUBLIC CONTRACT CODE

2600-2603 *Skilled and trained workforce requirements*

Management Resources:

WEB SITES

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

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

California Department of Education, Facilities: <http://www.cde.ca.gov/lis/fa>

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Any claim against the district for money or damages shall be filed and acted upon in accordance with the Government Claims Act (Government Code 810-996.6) or other applicable law. Claims that are specifically excepted from the Government Claims Act by Government Code 905 and are not governed by any other statute or regulation may be filed and acted upon in accordance with district-established procedures pursuant to Government Code 935.

Unless otherwise provided by law, a written claim shall be presented to and acted upon by the Governing Board in accordance with such procedures prior to filing a lawsuit against the district for money or damages.

Time Limitations

The following time limitations apply to the presentation of claims for money or damages against the district:

1. Claims relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)
2. Claims relating to any other cause of action subject to the Government Claims Act shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)
3. Claims relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905 but are subject to a claims presentation procedure in another statute or regulation shall be presented to the Board in accordance with the applicable governing statute or regulation. (Government Code 905)

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

(cf. 5141.4 - Child Abuse Prevention and Reporting)

4. Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 but is not governed by any other claim presentation statute or regulation shall be presented to the Board within the time limits specified in items #1 and 2 above, depending on the applicable cause of action. (Government Code 911.2, 935)

Receipt of Claims

A claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of \$25,000 or less.
7. The signature of the claimant or the person acting on the claimant's behalf

Notice of Claim Insufficiency

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in the section "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code 911.4, 915, 915.2)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 and in the manner specified in Government Code 915.4. (Government Code 911.8, 915.4)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall be provided in the manner specified in Government Code 915.4. (Government Code 913, 915.4)

STUDENT ACTIVITY FUNDS

The Governing Board recognizes that student organizations can provide students with an opportunity to conduct worthwhile cocurricular activities while helping students learn about effective financial practices and develop leadership and management skills. To that end, the Board may approve the formation of associated student body organizations which are composed entirely of students, operate under the oversight of the principal or other district-employed advisor, and are subject to the control and regulation of the Board. Student organizations may raise and spend funds to support activities that promote the general welfare, morale, and educational experiences of the student body.

(cf. 1230 - School Connected Organizations)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.5 - Student Organizations and Equal Access)

Fundraising

At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the fundraising events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and do not conflict with or detract from the school's educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 3530 - Risk Management/Insurance)
(cf. 5030 - Student Wellness)
(cf. 5142 - Safety)
(cf. 5143 - Insurance)

Fundraising events that involve the sale of food and/or beverages shall comply with applicable state and/or federal nutrition standards and BP/AR 3554 - Other Food Sales. If the fundraising event involves the sale of noncompliant food and/or beverages, it shall not take place from midnight until at least one-half hour after the end of the school day, or not be conducted on school premises.

(cf. 3554 - Other Food Sales)

Management and Reporting of Funds

Student body funds shall be managed in accordance with law, regulations, Board policies, and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the security of funds.

STUDENT ACTIVITY FUNDS (continued)

The Superintendent or designee shall develop internal control procedures to safeguard the organization's assets, promote the success of fundraising ventures, provide reliable financial information, protect employees and volunteers from accusations of impropriety, and reduce the risk and promote the detection of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

(cf. 3400 - Management of District Assets/Accounts)

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The Superintendent or designee shall monitor the budget and periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.

Funds derived from the student body shall be expended according to procedures established by the student organization. All expenditures must be approved by a Board-designated employee or official, the certificated employee who is the designated student organization advisor, and a student organization representative. (Education Code 48933)

When student body funds are expended for equipment, supplies, or activities that support the district's athletic program, the Superintendent or designee shall ensure that the expenditures are aligned with the district's commitment to provide equitable opportunities for males and females.

(cf. 6145.2 - Athletic Competition)

Because of the district's administrative and/or direct financial involvement in the assets of the student organization, the student activity fund shall be reported within the district's fund in accordance with Governmental Accounting Standards Board Statement 84.

The Board shall provide an annual audit of student organization accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from district funds. (Education Code 41020)

(cf. 3460 - Financial Reports and Accountability)

Legal Reference: (see next page)

STUDENT ACTIVITY FUNDS (continued)

Legal Reference:

EDUCATION CODE

35182.5 *Non-nutritious foods and beverages, vending machines*

35564 *Funds, obligations of the student body*

41020 *Requirement for annual audit*

48930-48938 *Student body organization*

49431 *Sale of food, elementary school*

49431.2 *Sale of food, middle and high schools*

49431.5 *Sale of beverages, elementary, middle, and high schools*

51520 *School premise, prohibited solicitations*

51521 *Fundraising projects*

CODE OF REGULATIONS, TITLE 5

4922 *Nondiscrimination in intramural, interscholastic, and club activities*

15500 *Food sales, elementary schools*

15501 *Food sales, middle high schools and junior high schools*

CODE OF FEDERAL REGULATIONS, TITLE 34

106.41 *Nondiscrimination in athletic programs*

COURT DECISIONS

Prince v. Jacoby, (2002) 303 F.3d 1074

Management Resources:

FISCAL CRISIS MANAGEMENT AND ASSISTANCE TEAM PUBLICATIONS

Fiscal Alert: GASB 84 and Its Impact on Associated Student Body Accounts, May 2020

Associated Student Body Accounting Manual, Fraud Prevention Guide and Desk Reference, 2015

GOVERNMENTAL ACCOUNTING STANDARDS BOARD PUBLICATIONS

Implementation Guide No. 2019-2, Fiduciary Activities, June 2019

Statement No. 84, January 2017

WEB SITES

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

Fiscal Crisis Management and Assistance Team: <http://www.fcmat.org>

Governmental Accounting Standards Board: www.gasb.org

CONSULTANTS

The Governing Board authorizes the use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as independent contractors may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

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

As part of the contract process, the Superintendent or designee shall determine that the individual, firm, or organization is properly classified as an independent contractor.

A person providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code 2775)

1. The person is free from the control and direction of the district in connection with the performance of the work.
2. The person is performing work that is outside the usual course of the district providing educational services.
3. The person is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

The determination of whether an individual acting as a sole proprietor or a firm or other business organization is an independent contractor shall be made in accordance with Labor Code 2775-2785, as applicable.

All consultant contracts shall be brought to the Board for approval.

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

(cf. 4132/4232/4332 - Publication or Creation of Materials)

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, ethnicity, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

CONSULTANTS (continued)

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

(cf. 0415 - Equity)

(cf. 4030 - Nondiscrimination in Employment)

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

(cf. 9270 - Conflict of Interest)

When employees of a public university, county office of education, or other public agency serve as consultants or independent contractors in other capacities for the district, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for the district.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

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

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

Legal Reference: (see next page)

CONSULTANTS (continued)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of districts; prescription and enforcement of rules

35172 Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

12940 Unlawful employment practices

53060 Contract for special services and advice

82019 Designated employee; definition

87302 Conflict of interest code

LABOR CODE

2775-2787 Worker status: employees

UNEMPLOYMENT INSURANCE CODE

606.5 Determination of employment status

621 Employee defined

CODE OF REGULATIONS, TITLE 2

18700.3 Consultant

COURT DECISIONS

Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903

S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

All Personnel

E 4112.9(a)

4212.9

EMPLOYEE NOTIFICATIONS

4312.9

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|---|---|--|---|
| I. To All Employees | | | |
| At the beginning of school year or upon employment | Education Code 231.5; Government Code 12950 | AR 4119.11 4219.11 4319.11 | The district's policy on sexual harassment, legal remedies, complaints |
| Annually, and 72 hours before pesticide application | Education Code 17612 | AR 3514.2 | Use of pesticide product, active ingredients, Internet address to access information on pesticides |
| Prior to implementing year-round schedule | Education Code 37616 | BP 6117 | Public hearing on year-round program |
| Prior to implementing alternative schedule | Education Code 46162 | BP 6112 | Public hearing on alternative schedule in secondary grades |
| Annually | Education Code 49013; 5 CCR 4622 | AR 1312.3 BP 0460 BP 3260 | Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan |
| Annually | Education Code 49414 | AR 5141.21 | Request for volunteers to be trained to administer epinephrine auto-injectors |
| At least once per year | Education Code 49414.3 | AR 5141.21 | Request for volunteers to be trained to administer opioid antagonist |
| To all employees | Government Code 1126 | BP 4136 4236 4336 | Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal |

E 4112.9(b)
 4212.9
 4312.9

EMPLOYEE NOTIFICATIONS (continued)

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|---|--|--|---|
| I. To All Employees (continued) | | | |
| To all employees | Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210 | BP 4020 BP 4159 4259 4359 | District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs |
| Upon employment | Government Code 21029 | None | Right to purchase PERS service credit for military service performed prior to public employment |
| Upon placement of automated external defibrillator (AED) in school, and annually thereafter | Health and Safety Code 1797.196 | AR 5141 | Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan |
| If the district receives Tobacco-Use Prevention Education funds | Health and Safety Code 104420 | AR 3513.3 | District's tobacco-free schools policy and enforcement procedures |
| Annually, or more frequently if there is new information | Health and Safety Code 120875, 120880 | BP 4119.43 4219.43 4319.43 | AIDS and hepatitis B, including methods to prevent exposure |
| To new employees upon hire and other employees upon request, in districts with 25 or more employees | Labor Code 230.1 | AR 4161.2 4261.2 4361.2 | Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse |
| With each paycheck | Labor Code 246 | AR 4161.1 4361.1 AR 4261.1 | Amount of sick leave available |
| Upon hire, in employee handbook, and upon request for parental leave | Labor Code 1034 | BP 4033 | The district's policy on lactation accommodation |
| To covered employees and former employees | Labor Code 2800.2 | AR 4154 4254 4354 | Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage |

E 4112.9(c)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|---|--------------------------------------|--|--|
| I. To All Employees (continued) | | | |
| To employees participating in a flexible spending account | Labor Code 2810.7 | None | Deadline to withdraw funds from account before the end of the plan year |
| To every new employee, either at the time employee is hired or by end of first pay period | Labor Code 3551 | AR 4157.1 4257.1 4357.1 | Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor |
| Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable | Labor Code 6409.6 | AR 4157 4257 4357 | Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan |
| Prior to beginning employment | Penal Code 11165.7, 11166.5 | AR 5141.4 | Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law |
| Upon employment, and when employee goes on leave for specified reasons | Unemployment Insurance Code 2613 | AR 4154 4254 4354 | Disability insurance rights and benefits |
| To all employees and job applicants | 2 CCR 11023; 34 CFR 104.8, 106.9 | BP 0410 AR 4030 | District's policy on nondiscrimination and related complaint procedures |
| To all employees via employee handbook, or to each new employee | 2 CCR 11091, 11095; 29 CFR 825.300 | AR 4161.8 4261.8 4361.8 | Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible |
| To all employees | 8 CCR 3203 | AR 4157 4257 4357 | The right and procedure to access the injury and illness prevention program |

E 4112.9(d)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|---|--------------------------------------|--|--|
| I. To All Employees (continued) | | | |
| To all employees | 34 CFR 106.8 | AR 4119.11 4219.11 4319.11 | Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights |
| Annually | 40 CFR 763.84, 763.93 | AR 3514 | Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress |
| II. To Certificated Employees | | | |
| To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire | Education Code 22455.5 | AR 4121 | Criteria for membership in retirement system; right to elect membership at any time |
| Upon employment of a retired certificated individual | Education Code 22461 | AR 4117.14 4317.14 | Postretirement earnings limitation or employment restriction; monthly report of compensation |
| To certificated employees | Education Code 35171 | AR 4115 BP 4315 | District regulations related to performance evaluations |
| 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated | Education Code 44663 | AR 4115 | Copy of employee's evaluation |
| To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee | Education Code 44664 | AR 4115 | Notice and description of the unsatisfactory performance |

E 4112.9(e)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|---|--|--|---|
| II. To Certificated Employees (continued) | | | |
| By May 30, if district issues reemployment notices to certificated employees | Education Code 44842 | AR 4112.1 | Request that the employee notify district of intent to remain in service next year |
| To probationary and temporary certificated employees upon employment, and every July thereafter | Education Code 44916 | AR 4112.1 AR 4121 | Employment status and salary |
| To probationary employee, by March 15 | Education Code 44929.21, 44929.23, 44948.5 | BP 4116 | Whether or not employee is reelected for next school year |
| When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year | Education Code 44934, 44934.1, 44936 | BP 4118 AR 4118 | Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice |
| To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice | Education Code 44938 | BP 4118 | Notice of deficiency and opportunity to correct |
| To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year | Education Code 44938 | BP 4118 | Notice of deficiency and opportunity to correct |
| To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings | Education Code 44940.5 | AR 4118 | Notice of intent to dismiss 30 days from notice unless employee demands hearing |
| To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second-year probationary employee | Education Code 44948.3 | AR 4118 | Reasons for dismissal and opportunity to appeal |

E 4112.9(f)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|--|--------------------------------------|--|---|
| II. To Certificated Employees (continued) | | | |
| By March 15 when necessary to reduce certificated personnel, with final notice by May 15 | Education Code 44949, 44955 | BP 4117.3 | Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination |
| Before the end of the school year to temporary employee who served 75 percent of school year but will be released | Education Code 44954 | BP 4121 | District's decision not to reelect employee for following school year |
| To teacher, when a student engages in or is reasonably suspected of specified acts | Education Code 49079 | AR 4158 4258 4358 | Student has committed specified act that constitutes ground for suspension or expulsion |
| To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending | 5 CCR 80303 | AR 4117.7 4317.7 | Contents of state regulation re: report to Commission on Teacher Credentialing |
| III. To Classified Employees | | | |
| When classified employee is subject to disciplinary action for cause, in nonmerit district | Education Code 45113 | AR 4218 | Notice of charges, right to hearing, timeline for requesting hearing |
| At least 60 days prior to layoff, or by April 29 for specially funded program that expires at end of school year | Education Code 45117 | AR 4217.3 | Notice of layoff and reemployment rights |
| Upon employment and upon each change in classification | Education Code 45169 | AR 4212 | Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek |
| To permanent employee whose leave is exhausted | Education Code 45192, 45195 | AR 4261.1 AR 4261.11 | Exhaustion of leave, opportunity to request additional leave |

E 4112.9(g)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|---|--------------------------------------|--|---|
| III. To Classified Employees (continued) | | | |
| To school bus drivers and school activity bus drivers prior to expiration of specified documents | 13 CCR 1234 | AR 3542 | Expiration date of driver's license, driver's certificate and medical certificate; need to renew |
| To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter | 13 CCR 2480 | AR 3542 | Limitations on vehicle idling; consequences of not complying |
| To school bus drivers, prior to district drug testing program and thereafter upon employment | 49 CFR 382.113, 382.601 | AR 4112.42 4212.42 4312.42 | Explanation of federal requirements for drug testing program and district's policy |
| To school bus drivers, prior to operating school bus | 49 CFR 382.303 | AR 4112.42 4212.42 4312.42 | Post-accident information, procedures, and instructions |
| IV. To Administrative/Supervisory Personnel | | | |
| To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract | Education Code 35031 | BP 2121 BP 4312.1 | Decision not to reelect or reemploy upon expiration of contract or term |
| Upon request by administrative or supervisory employee transferred to teaching position | Education Code 44896 | AR 4313.2 | Statement of the reasons for the reassignment |
| By March 15 to employee who may be released/reassigned the following school year | Education Code 44951 | AR 4313.2 | Notice that employee may be released or reassigned the following school year |
| V. To Individual Employees Under Special Circumstances | | | |
| In the event of a breach of security of district records, to affected employees | Civil Code 1798.29 | BP 3580 | Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies |

E 4112.9(h)
 4212.9
 4312.9

EMPLOYEE NOTIFICATIONS (continued)

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|--|--------------------------------------|--|--|
| V. To Individual Employees Under Special Circumstances (continued) | | | |
| Prior to placing derogatory information in personnel file | Education Code 44031 | AR 4112.6 4212.6 4312.6 | Notice of derogatory information, opportunity to review and comment |
| To employees who volunteer to administer epinephrine auto-injector | Education Code 49414 | AR 5141.21 | Defense and indemnification from civil liability by the district |
| To district police officer, within 30 days of decision to impose discipline | Government Code 3304 | AR 3515.3 | Decision to impose discipline, including the date that discipline will be imposed |
| To employee returning from military leave of absence, within 30 days of return | Government Code 20997 | AR 4161.5 4261.5 4361.5 | Right to receive PERS service credit for military service; application form |
| 24 hours before Board meets in closed session to hear complaints or charges against employee | Government Code 54957 | BB 9321 | Employee's right to have complaints/charges heard in open session |
| When taking disciplinary action against employee for disclosure of confidential information | Government Code 54963 | BP 4119.23 4219.23 4319.23 | Law prohibiting disclosure of confidential information obtained in closed session |
| Within one working day of work-related injury or victimization of crime | Labor Code 3553, 5401 | AR 4157.1 4257.1 4357.1 | Potential eligibility for workers' compensation benefits, claim form |
| When adverse employment action is based on DOJ criminal history information or subsequent arrest notification | Penal Code 11105, 11105.2 | AR 4112.5 4212.5 4312.5 | Copy of DOJ notification |
| To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter | 8 CCR 3204 | AR 4119.42 4219.42 4319.42 | The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records |

E 4112.9(i)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|--|--|--|---|
| V. To Individual Employees Under Special Circumstances (continued) | | | |
| To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation | 8 CCR 5191 | AR 3514.1 | Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material |
| To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area | 8 CCR 5194 | AR 3514.1 | Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights |
| To employee eligible for military leave | 38 USC 4334 | AR 4161.5 4261.5 4361.5 | Notice of rights, benefits, and obligations under military leave |
| Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave | 29 CFR 825.300; 2 CCR 11049, 11091 | AR 4161.8 4261.8 4361.8 | Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice |
| Whenever notice of eligibility for FMLA is provided to employee | 29 CFR 825.300 | AR 4161.8 4261.8 4361.8 | Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations |

All Personnel

AR 4161.2(a)

4261.2

PERSONAL LEAVES

4361.2

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

(cf. 4121 - Temporary/Substitute Personnel)

Bereavement

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

(cf. 4161/4261/4361 - Leaves)

Members of the immediate family include: (Education Code 44985, 45194)

1. The mother, father, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister
3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

Employees may use a maximum of seven days of their accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

PERSONAL LEAVES (continued)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)
3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)
5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or where the need for leave is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

PERSONAL LEAVES (continued)

Legal Duties

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received.

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received.

Leaves for Crime Victims for Judicial Proceedings

An employee may be absent from work in order to attend judicial proceedings related to a crime when the employee is a victim, or an immediate family member, registered domestic partner, or child of a registered domestic partner of a victim, of any of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

PERSONAL LEAVES (continued)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

An employee who is a victim of domestic violence, sexual assault, or stalking, who is a victim of a crime that caused physical injury or that caused mental injury with a threat of physical injury, or whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child
2. Seek medical attention for injuries caused by crime or abuse
3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse
4. Obtain psychological counseling or mental health services related to an experience of crime or abuse
5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim

PERSONAL LEAVES (continued)

2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

The Superintendent or designee shall inform employees of their rights pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

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

Personal Leave for Child-Related Activities

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.
2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:

PERSONAL LEAVES (continued)

- a. A request by the school or child care provider that the child be picked up
- b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
- c. Behavioral or discipline problems
- d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
- e. A natural disaster, including, but not limited to, fire, earthquake, or flood

(cf. 5148 - Child Care and Development)

For purposes of this leave, *parent/guardian* includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that the employee engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state.
2. The board, commission, organization, or group informs the district in writing of the service.

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PERSONAL LEAVES (continued)

3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employee Organization Activities

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization. (Education Code 44987, 45210)

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4143/4243 - Negotiations)

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

PERSONAL LEAVES (continued)

Spouse on Leave from Military Deployment

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

Legal Reference: (see next page)

PERSONAL LEAVES (continued)

Legal Reference:

EDUCATION CODE

44036-44037 *Leaves of absence for judicial and official appearances*
44963 *Power to grant leaves of absence (certificated)*
44981 *Leave of absence for personal necessity (certificated)*
44985 *Leave of absence due to death in immediate family (certificated)*
44987 *Service as officer of employee organization (certificated)*
44987.3 *Leave of absence to serve on certain boards, commissions, etc.*
45190 *Leaves of absence and vacations (classified)*
45194 *Bereavement leave of absence (classified)*
45198 *Effect of provisions authorizing leaves of absence*
45207 *Personal necessity (classified)*
45210 *Service as officer of employee organization (classified)*
45240-45320 *Merit system, classified employees*

EVIDENCE CODE

1035.2 *Sex assault counselor; definition*
1037.1 *Domestic violence counselor; definition*

FAMILY CODE

297-297.5 *Registered domestic partner rights, protections, and benefits*

GOVERNMENT CODE

3543.1 *Release time for representatives of employee organizations*
12945.1-12945.2 *California Family Rights Act*

LABOR CODE

230-230.2 *Leave for victims of domestic violence, sexual assault, or specified felonies*
230.3 *Leave for emergency personnel*
230.4 *Leave for volunteer firefighters*
230.8 *Leave to visit child's school*
233 *Illness of child, parent, spouse, domestic partner or domestic partner's child*
234 *Absence control policy*
246.5 *Paid sick days, purposes for use*
1500-1507 *Civil Air Patrol leave*

MILITARY AND VETERANS CODE

395.10 *Leave when spouse on leave from military deployment*

PENAL CODE

667.5 *Violent felony, defined*
1192.7 *Serious felony, defined*

CALIFORNIA CONSTITUTION

Article 1, Section 8 *Religious discrimination*

UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act*

UNITED STATES CODE, TITLE 42

2000d-2000d-7 *Title VII, Civil Rights Act of 1964*

COURT DECISIONS

Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954

Management Resources: (see next page)

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PERSONAL LEAVES (continued)

Management Resources:

WEB SITES

California Department of Industrial Relations: <http://www.dir.ca.gov>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

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

All Personnel

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FAMILY CARE AND MEDICAL LEAVE

4361.8

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or leave for pregnancy disability pursuant to California Pregnancy Disability Leave (PDL). The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in *loco parentis*. For purposes of CFRA leave, *child* also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, *eligible family member* includes an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion

FAMILY CARE AND MEDICAL LEAVE (continued)

2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in *loco parentis* to the employee when the employee was a child. *Parent* does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective

FAMILY CARE AND MEDICAL LEAVE (continued)

- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, *spouse* also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. To care for the employee's eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform one or more essential job functions of the position
4. Any qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. In circumstances where the leaves do not run concurrently under the law, the employee may take up to 12 work weeks for both CFRA and FMLA, for a total of 24 work weeks. (Government Code 12945.2; 29 USC 2612)

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FAMILY CARE AND MEDICAL LEAVE (continued)

OPTION 3: This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

OPTION 1: During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

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FAMILY CARE AND MEDICAL LEAVE (continued)

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

FAMILY CARE AND MEDICAL LEAVE (continued)

Request for Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

FAMILY CARE AND MEDICAL LEAVE (continued)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to

FAMILY CARE AND MEDICAL LEAVE (continued)

obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

FAMILY CARE AND MEDICAL LEAVE (continued)

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

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

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on

FAMILY CARE AND MEDICAL LEAVE (continued)

covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country ~~or~~ and, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign county includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency

FAMILY CARE AND MEDICAL LEAVE (continued)

necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in *loco parentis*, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in *loco parentis* to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing

FAMILY CARE AND MEDICAL LEAVE (continued)

command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a

FAMILY CARE AND MEDICAL LEAVE (continued)

maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. **General Notice:** Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)

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

2. **Eligibility Notice:** When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
 - b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification

FAMILY CARE AND MEDICAL LEAVE (continued)

- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

- 4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

FAMILY CARE AND MEDICAL LEAVE (continued)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Legal Reference:

EDUCATION CODE

44965 *Granting of leaves of absence for pregnancy and childbirth*

FAMILY CODE

297-297.5 *Rights, protections, and benefits under law; registered domestic partners*

300 *Validity of marriage*

GOVERNMENT CODE

12926 *Fair employment and housing act, definitions*

12940 *Unlawful employment practices*

12945 *Pregnancy; childbirth or related medical condition; unlawful practice*

12945.1-12945.2 *California Family Rights Act*

12946 *Fair Employment and Housing Act: discrimination prohibited*

UNEMPLOYMENT INSURANCE CODE

3300-3308 *Paid family leave*

CODE OF REGULATIONS, TITLE 2

11035-11051 *Sex discrimination: pregnancy, childbirth and related medical conditions*

11087-11097 *California Family Rights Act*

UNITED STATES CODE, TITLE 1

7 *Definition of marriage and spouse*

UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act of 1993, as amended*

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.702 *Family and Medical Leave Act of 1993*

COURT DECISIONS

United States v. Windsor, (2012) 699 F.3d 169

Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act, Form WH-380-F

FMLA Frequently Asked Questions

CALIFORNIA DEPARTMENT OF HUMAN RESOURCES PUBLICATIONS

Questions and Answers - Military Family Leave - FMLA

WEB SITES

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

California Department of Human Resources: <https://www.calhr.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

Regulation
approved:

CSBA MANUAL MAINTENANCE SERVICE
March 2021

COMPREHENSIVE HEALTH EDUCATION

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for all students. The district's health education program shall be part of a coordinated school health system which supports the physical, mental, and social well-being of students and is linked to district and community services and resources.

(cf. 0415 - Equity)
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3514 - Environmental Safety)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3554 - Other Food Sales)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)
(cf. 5137 - Positive School Climate)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Asthma Management)
(cf. 5141.3 - Health Examinations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5141.5 - Mental Health)
(cf. 5141.52 - Suicide Prevention)
(cf. 5141.6 - School Health Services)
(cf. 5141.7 - Sun Safety)
(cf. 5142 - Safety)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6164.2 - Guidance/Counseling Services)

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student well-being.

(cf. 0200 - Goals for the School District)
(cf. 5030 - Student Wellness)
(cf. 6142.7 - Physical Education and Activity)

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6143 - Courses of Study)

BP 6142.8(b)

COMPREHENSIVE HEALTH EDUCATION (continued)

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

(cf. 1220 - Citizen Advisory Committees)
(cf. 1240 - Volunteer Assistance)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 6020 - Parent Involvement)
(cf. 6145.8 - Assemblies and Special Events)
(cf. 6162.8 - Research)

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, the state curriculum framework, and effective instructional methodologies.

(cf. 4131 - Staff Development)

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, student achievement of district standards for health education, and the manner in which the district's health education program supports the physical, mental, and social well-being of students.

(cf. 0500 - Accountability)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

COMPREHENSIVE HEALTH EDUCATION (continued)

Legal Reference:

EDUCATION CODE

- 8850.5 *Family relationships and parenting education*
 - 35183.5 *Sun protection*
 - 49413 *First aid and cardiopulmonary resuscitation training*
 - 49430-49434 *Pupil Nutrition, Health and Achievement Act of 2001*
 - 49490-49494 *School breakfast and lunch programs*
 - 49500-49505 *School meals*
 - 51202 *Instruction in personal and public health and safety*
 - 51203 *Instruction on alcohol, narcotics and dangerous drugs*
 - 51210 *Areas of study; grades 1-6*
 - 51210.8 *State content standards for health education*
 - 51220.5 *Parenting skills; areas of instruction*
 - 51225.36 *Sexual harassment and violence instruction; affirmative consent standard*
 - 51225.6 *Compression-only cardiopulmonary resuscitation instruction*
 - 51260-51269 *Drug education*
 - 51513 *Personal beliefs; exams, questionnaires, and surveys*
 - 51880-51881.5 *Health education, legislative findings and intent*
 - 51890-51891 *Comprehensive health education programs and community participation; definitions*
 - 51900.6 *Sexual abuse and sexual assault awareness and prevention*
 - 51913 *District health education plan*
 - 51920 *Inservice training, health education*
 - 51930-51939 *California Healthy Youth Act; Comprehensive sexual health and HIV/AIDS prevention education*
 - 67386 *Affirmative consent; definition*
- #### CALIFORNIA CODE OF REGULATIONS, TITLE 5
- 11800-11801 *District health education plan*
- #### UNITED STATES CODE, TITLE 42
- 1751-1769j *National School Lunch Program, especially:*
 - 1758b *Local wellness policy*
 - 1771-1793 *Child nutrition programs, including National School Breakfast Program*

Management Resources:

CSBA PUBLICATIONS

- Why Schools Hold the Promise for Adolescent Mental Health, Governance Brief, May 2019*
- The Impact of Marijuana Legalization on K-12: The Effect of Marijuana on the Brain, November 2018*
- Preventing Catastrophic Health Illness, Governance Brief, July 2018*
- Integrating Physical Activity into the School Day, April 2016*
- Promoting Healthy Relationships for Adolescents: Board Policy Considerations, August 2014*
- Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012*
- Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, November 2008*
- Asthma Management in the Schools, Policy Brief, March 2008*
- Sun Safety in Schools, Policy Brief, July 2006*
- Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006*

Management Resources continued: (see next page)

COMPREHENSIVE HEALTH EDUCATION (continued)

Management Resources: (continued)

AMERICAN ASSOCIATION FOR HEALTH EDUCATION PUBLICATIONS

National Health Education Standards: Achieving Excellence, rev. November 2012

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Framework for California Public Schools: Kindergarten Through Grade Twelve, 2019

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS

California LGBTQ Youth Report, January 2019

WEB SITES

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

American School Health Association: <http://www.ashaweb.org>

California Association of School Health Educators: <http://www.cashe.org>

California Department of Education, Health Education: <http://www.cde.ca.gov/ci/he>

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

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Subject Matter Project, Physical Education-Health Project: <https://csmp.online>

Center for Injury Prevention Policy and Practice: <http://www.cipp.org>

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

Human Rights Campaign Foundation: <https://www.hrc.org>

National Center for Health Education: <http://www.nche.org>

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

Shape America Society of Health and Physical Educators: <https://www.shapeamerica.org>

Instruction

AR 6142.8(a)

COMPREHENSIVE HEALTH EDUCATION

Content of Instruction

The district's health education program shall include instruction at the appropriate grade levels in the following content areas:

1. Alcohol, tobacco, and other drugs

(cf. 3513.3 - Tobacco-Free Schools)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)

2. Human growth, development, and sexual health

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

3. Injury prevention and safety

Instruction related to injury prevention and safety may include, but is not limited to, first aid, protective equipment such as helmets, violence prevention, topics related to bullying and harassment, emergency procedures, and Internet safety.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 5131 - Conduct)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5141 - Health Care and Emergencies)
(cf. 5142 - Safety)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 6145.2 - Athletic Competition)
(cf. 6163.4 - Student Use of Technology)

4. Mental, emotional, and social health

(cf. 5137 - Positive School Climate)
(cf. 5141.5 - Mental Health)
(cf. 5141.52 - Suicide Prevention)

5. Nutrition and physical activity

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)
(cf. 6142.7 - Physical Education and Activity)

6. Personal and community health

AR 6142.8(b)

COMPREHENSIVE HEALTH EDUCATION (continued)

Instruction in personal and community health may include, but is not limited to, oral health, personal hygiene, sun safety, vision and hearing protection, transmission of germs and communicable diseases, symptoms of common health problems and chronic diseases, and the effect of behavior on the environment.

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

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.7 - Sun Safety)

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

(cf. 6142.5 - Environmental Education)

Within each of the above content areas, instruction shall be designed to assist students in developing:

1. An understanding of essential concepts related to enhancing health
2. The ability to analyze internal and external influences that affect health
3. The ability to access and analyze health information, products, and services

(cf. 5141.6 - School Health Services)

4. The ability to use interpersonal communication skills, decision-making skills, and goal-setting skills to enhance health
5. The ability to practice behaviors that reduce risk and promote health
6. The ability to promote and support personal, family, and community health

High School Health Education

Whenever the Board requires a course in health education for graduation from high school, the district's high school health education course(s) shall include instruction in:

1. Sexual harassment and violence, including, but not limited to, the affirmative consent standard as defined in Education Code 67386. When delivering such instruction, teachers shall consult information related to sexual harassment and violence in the Health Education Framework for California Public Schools. (Education Code 51225.36)

COMPREHENSIVE HEALTH EDUCATION (continued)

2. Compression-only cardiopulmonary resuscitation (CPR), which is based on national evidence-based emergency cardiovascular care guidelines for the performance of compression-only CPR and includes instruction relative to the psychomotor skills necessary to perform compression-only CPR. (Education Code 51225.6)

(cf. 6146.1 - High School Graduation Requirements)

Students Excused from Health Instruction

Upon written request from a parent/guardian, a student shall be excused from any part of health instruction that conflicts with the student's religious training and beliefs, including personal moral convictions. (Education Code 51240)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

The district shall excuse a student from instruction in comprehensive sexual health education and HIV prevention education if the student's parent/guardian requests in writing that the student be excused. (Education Code 51938)

(cf. 5145.6 - Parental Notifications)

(cf. 6145.8 - Assemblies and Special Events)

In addition, the district shall excuse a student from instruction in sexual abuse and/or sexual assault awareness and prevention if the student's parent/guardian requests in writing that the student be excused. (Education Code 51900.6)

The district shall not administer any exam, survey, or questionnaire which contains questions about the student's or the student's family's personal beliefs or practices in sex, family life, morality, or religion unless the student's parent/guardian has given written permission. (Education Code 51513)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5022 - Student and Family Privacy Rights)

However, the district may administer anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex, as long as parents/guardians are notified of the right to request in writing that the student be excused from participation. A student shall be excused from participating in any such research or evaluation tools if the student's parent/guardian requests in writing to excuse the student from participation. (Education Code 51938)

COMPREHENSIVE HEALTH EDUCATION (continued)

Involvement of Health Professionals

Health care professionals, health care service plans, health care providers, and other entities participating in a voluntary initiative with the district are prohibited from communicating about a product or service in a way that is intended to encourage persons to purchase or use the product or service. However, the following activities may be allowed: (Education Code 51890)

1. Health care or health education information provided in a brochure or pamphlet that contains the logo or name of a health care service plan or health care organization, if provided in coordination with the voluntary initiative
2. Outreach, application assistance, and enrollment activities relating to federal, state, or county-sponsored health care insurance programs if the activities are conducted in compliance with the statutory, regulatory, and programmatic guidelines applicable to those programs.

(cf. 1325 - Advertising and Promotion)

FACILITIES FINANCING

The Governing Board recognizes its responsibility to identify the most cost-efficient and effective method of financing when purchasing or modifying district facilities. Financing may be necessary when it is determined that school facilities must be built or expanded to accommodate an increased or projected increased enrollment or when safety considerations and educational program improvements require the replacement, reconstruction, or modernization of existing facilities.

The Superintendent or designee shall research funding alternatives and recommend to the Board the method of funding that will best serve district needs as identified in the district's master plan for school facilities.

(cf. 7110 - Facilities Master Plan)

Funding alternatives may include, but are not be limited to:

1. Levying developer fees pursuant to Education Code 17620 and Government Code 65995-65998

(cf. 7211- Developer Fees)

2. Forming a community facilities district pursuant to Government Code 53311-53368.3, the Mello-Roos Community Facilities Act

(cf. 7212 - Mello-Roos Districts)

3. Forming a school facilities improvement district pursuant to Education Code 15300-15425

(cf. 7213 - School Facilities Improvement Districts)

4. Issuing voter-approved general obligation bonds

(cf. 7214 - General Obligation Bonds)

5. Imposing a parcel tax pursuant to Government Code 50079

(cf. 3471 - Parcel Taxes)

6. Using lease revenues for capital outlay purposes from surplus school property

(cf. 3280 - Sale or Lease of District-Owned Real Property)

7. Applying for state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30)

BP 7210(b)

FACILITIES FINANCING (continued)

The district shall provide reports, maintain records, and provide for audits of the expenditure of state facilities funds as required by law and AR 3460 - Financial Reports and Accountability. (Education Code 41024)

(cf. 3460 - Financial Reports and Accountability)

As applicable, the district shall comply with BP 3470 - Debt Issuance and Management.

(cf. 3470 - Debt Issuance and Management)

Legal Reference:

EDUCATION CODE

15100-17199.6 School bonds, especially:

15122.5 Ballot statement

15300-15327 School facilities improvement districts

17000-17059.2 State School Building Lease-Purchase Law of 1976

17060-17066 Joint venture school facilities construction projects

17070.10-17079.30 Leroy F. Greene School Facilities Act of 1998

17085-17096 State Relocatable Classroom Law of 1979

17582 District deferred maintenance fund

17620-17626 Levies against development projects by school districts, especially:

17621 Procedures for levying fees

41024 Accounting system and audits

GOVERNMENT CODE

6061 Manner of notice as prescribed in designated section

6066 Two weeks' notice

8855 Debt issuance and management

50075-50077.5 Voter-approved special taxes

50079 School districts; qualified special taxes

53175-53187 Integrated Financing District Act

53311-53368.3 Mello-Roos Community Facilities Act of 1982

53753 Assessment notice and hearing requirements

53753.5 Exemptions

54954.1 Mailing of agenda

54954.6 New or increased tax or assessment; public meetings and hearings; notice

65864-65869.5 Development agreements

65970-65981 School facilities development project

65995-65998 Payment of fees against a development project

66000-66008 Fees for development projects

66016-66019 Development project fees

66020-66025 Protests and audits

HEALTH AND SAFETY CODE

33445.5 Overcrowding of schools resulting from redevelopment

33446 School construction by redevelopment agency

CALIFORNIA CONSTITUTION

Article 13D, Sections 1-6 Assessment and property related fee reform

CODE OF REGULATIONS, TITLE 2

1859-1859.199 School facility program

COURT DECISIONS

Ehrlich v. City of Culver City (1996) 12 Cal.4th 854

Loyola Marymount University v. Los Angeles Unified School District (1996) 45 Cal.App.4th 1256

Dolan v. City of Tigard (1994) 114 S.Ct. 2309

Canyon North Co. v. Conejo Valley Unified School District (1993) 19 Cal.App.4th 243, 23 Cal.Rptr.2d 495

Garlic Development Co. v. Hayward Unified School District (1992) 3 Cal.App.4th 320

Nollan v. California Coastal Commission (1987) 107 S.Ct. 3141

ATTORNEY GENERAL OPINIONS

79 Ops.Cal.Atty.Gen. 149 (1996)

Management Resources:

WEB SITES

California Department of Education: www.cde.ca.gov

California State Controller: www.sco.ca.gov

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