

OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT

REGULAR MEETING of the GOVERNING BOARD

Tuesday, July 27, 2021

AGENDA

TIME: 4:00pm

PLACE: District Conference Room

CALL TO ORDER AND ROLL CALL

BOARD MEMBERS:

Mr. Doug Mederos, President

Mr. John Mendonca, Clerk

Mr. Joey Benevedes, Trustee

Mr. Mark Nunes, Trustee

Mr. Joseph Meneses, Trustee

PLEDGE OF ALLEGIANCE

(1.0) APPROVAL OF AGENDA

Motion by _____ Second _____ ACTION ()

(2.0) APPROVAL OF MINUTES

The minutes of the regular meeting held on June 8, 2021 are presented for Board approval.

Motion by _____ Second _____ ACTION ()

(3.0) QUESTIONS FROM THE FLOOR AND INTRODUCTIONS OF GUESTS

At this time, any person wishing to speak to any item not on the agenda for this meeting may be granted **(5) minutes** to speak to the Board with a maximum time of 15 minutes per item, unless otherwise extended by the board.

(Action cannot be taken on anything that is not already on the agenda).

(4.0) CORRESPONDENCE: NONE

(5.0) ADMINISTRATORS' REPORTS

1. *Superintendent's Report*
 - A. *William Report 2nd Qtr.*

(6.0) BUSINESS SERVICES

- 1.) Approval authorization to pay vouchers as presented.

Motion by _____ Second _____ ACTION ()

2.) Approval of Budget Revisions as presented.

Motion by _____ Second _____ ACTION ()

(7.0) DISTRICT ADMINISTRATION

1.) Approval of CSBA Policy Updates for June 2021.

POLICY	TITLE	OPTIONS/BLANKS
AR 1312.3	Uniform Complaint Procedures	Fill in Blanks Superintendent OVUESD 24500 Rd 68 Tulare, CA 93274 OPTION 1: <input type="checkbox"/> OPTION 2: <input checked="" type="checkbox"/>
BP 1313	Civility	NEW POLICY
BP 3511.1	Integrated Waste Management	
AR 3511.1	Integrated Waste Management	
BP 3515.31	School Resource Officers	NEW POLICY N/A
BP 4112.42 4212.42 4312.42	Drug and Alcohol Testing for School Bus Drivers	
AR 4112.42 4212.42 4312.42	Drug and Alcohol Testing for School Bus Drivers	
BP 4141 4241	Collective Bargaining Agreement	
BP 4158 4258 4358	Employee Security	
AR 4158 4258 4358	Employee Security	
BP 5141.4	Child Abuse Prevention and Reporting	

POLICY	TITLE	OPTIONS/BLANKS
AR 5141.4	Child Abuse Prevention and Reporting	Fill in Blanks Tulare County CWS 6260 S. Mooney Blvd Visalia, CA 93277 559-623-0300
BP 5141.52	Suicide Prevention	N/A
AR 5141.52	Suicide Prevention	N/A
BP 5142.2	Safe Routes to School Program	
AR 5142.2	Safe Routes to School Program	
BP 5145.12	Search and Seizure	
BP 5145.9	Hate-Motivated Behavior	
BP 5148	Child Care and Development	
AR 5148	Child Care and Development	
BP 6142.5	Environmental Education	
AR 6162.51	State Academic Achievement Tests	
BP 7211	Developer Fees	
AR 7211	Developer Fees	

2.) Approval of the 2021-2022 Agreement for after school services provided by ProYouth

Costs: Nothing

Motion by _____ Second _____ ACTION ()

3.) Hold Public Hearing for new Independent Study policy guidelines.

4.) Approval of CSBA policy update for Independent Study.

POLICY	TITLE	OPTIONS/BLANKS
BP 6157	Distance Learning	Delete BP X Yes <input type="checkbox"/> No

POLICY	TITLE	OPTIONS/BLANKS
BP 6158	Independent Study	
AR 6158	Independent Study	

Motion by _____ Second _____ ACTION ()

- 5.) Approval of 2021-2022 Central Tulare County Schools JPA with Houston Insurance Services.

Costs: 36,462.00

Funding Source: General Fund

Motion by _____ Second _____ ACTION ()

- 6.) Approval of annual renewal of the AERIES SIS software system.

Costs: 7,815.00

Funding Source: General Fund

Motion by _____ Second _____ ACTION ()

- 7.) Approval of estimate from American Fence Builders for a fence line around the TK playground.

Costs: 9,363.60

Funding Source: Routine Maintenance Account

Motion by _____ Second _____ ACTION ()

- 8.) Approval of the Trivad quote for internet Firewall system for online safety features for 1 year.

Costs: 9,262.00

Funding Source: Reserve fund 01 Technology & Network Infrastructure

Motion by _____ Second _____ ACTION ()

- 9.) Discussion and approval of the site improvement agreement with Mangini and Associates, Inc.

Costs: 678,000

Funding Source: General Fund

Motion by _____ Second _____ ACTION ()

- 10.) Discussion and Approval of Giotto's Alarm-Tech quote for installation of new and updated cameras for safety and security of the campus.

Costs: 69,936.46

Funding Source: Reserve fund 01 School Safety Upgrades

Motion by _____ Second _____ ACTION ()

- 11.) Approval of Johnson Fire Protection, Inc. proposal for replacement of the fire suppression pump with an electric drive fire pump and controller.

Costs: 30,255.00

Funding Source: Routine Maintenance Account

(8.0) CLOSED SESSION

- 1.) Employment, Resignations, Transfers, etc. of Certificated and Classified Personnel (Gov. Code, § 54957)

(9.0) RECONVENE IN REGULAR SESSION

- 1.) Employment, Resignations, Transfers, Termination, etc. of Certificated and Classified Personnel (Gov. Code, § 54957)

Motion by _____ Second _____ ACTION ()

(10.0) ORGANIZATIONAL BUSINESS

(Consideration of any item any member of the Board wishes to place on the Agenda for the next meeting.)

(11.0) ADJOURNMENT

Motion by _____ Second _____ ACTION ()

ANNOUNCEMENT OF NEXT REGULAR BOARD MEETING

July 27, 2021 @ 4:00 pm District conference room

This agenda may be made available in an appropriate alternative format for a person with a disability, upon request. If a disability-related modification or accommodation, including auxiliary aids or services, is needed, please contact **Heather Pilgrim, Ed.S., Superintendent**, at least one week in advance of the meeting, at **688-2909**. Requests made closer to the meeting may not be able to be accommodated.

OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT

REGULAR MEETING of the GOVERNING BOARD

Tuesday, June 22, 2021

Minutes

TIME: 4:00pm

PLACE: District Conference Room

CALL TO ORDER AND ROLL CALL @ 4:06pm

BOARD MEMBERS:

Mr. Doug Mederos, President	Present
Mr. John Mendonca, Clerk	Present
Mr. Joey Benevedes, Trustee	Absent
Mr. Mark Nunes, Trustee	Absent
Mr. Joseph Meneses, Trustee	Present

PLEDGE OF ALLEGIANCE

(1.0) APPROVAL OF AGENDA

Motion by J. Mendonca Second J. Meneses ACTION (3-0)

(2.0) APPROVAL OF MINUTES

The minutes of the regular meeting held on June 8, 2021 are presented for Board approval.

Motion by J. Mendonca Second J. Meneses ACTION (3-0)

(3.0) QUESTIONS FROM THE FLOOR AND INTRODUCTIONS OF GUESTS

At this time, any person wishing to speak to any item not on the agenda for this meeting may be granted **(5) minutes** to speak to the Board with a maximum time of 15 minutes per item, unless otherwise extended by the board.

(Action cannot be taken on anything that is not already on the agenda).

(4.0) CORRESPONDENCE: NONE

(5.0) ADMINISTRATORS' REPORTS

1. Superintendent's Report

A. Mangini and Associates to discuss site project.

Architects discussed a site project with the board that includes resurfacing the parking lot and creating a new traffic pattern. Discussion ensued.

B. Local Performance Indicator Self-Reflection review

Superintendent Pilgrim reviewed the local performance indicators which is reviewed annually. They include LCFF priority 1, 2, 3, 6, and 7. The district is sufficient in all areas.

(6.0) BUSINESS SERVICES

- 1.) Approval authorization to pay vouchers as presented.

Motion by J. Meneses Second J. Mendonca ACTION (3-0)

- 2.) Approval of Budget Revisions as presented.

Motion by J. Meneses Second J. Mendonca ACTION (3-0)

(7.0) DISTRICT ADMINISTRATION

- 1.) CSBA Policy Updates for June 2021. First Read only.

- 2.) Approval of the Agreement for Transportation Services between the VUSD and OVUESD.

Costs: 46,871.18 annual (previous year 45,056.00)

Funding: General Fund

This is an annual contract for services. A slight increase in costs.

Motion by J. Mendonca Second J. Meneses ACTION (3-0)

- 3.) Approval of the Tulare County Plan for Providing Educational Services to Expelled Youth Approved by the Tulare County Board of Education 2021-2024.

Costs: nothing

Mr. Baxter sat on a committee developing this plan in collaboration with TCOE. All districts in the county need the plan approved by their local board that will support the county's plan.

Motion by J. Mendonca Second J. Meneses ACTION (3-0)

- 4.) Approval of New Inter-Districts requests and Renewals for 2021-2022.

Annual and new inter-districts were submitted by the Superintendent for approval for the upcoming year.

Motion by J. Mendonca Second J. Meneses ACTION (3-0)

- 5.) Approval of the OVUESD 2021-2024 Local Control Accountability Plan (LCAP)

Superintendent shared that there were minor revisions since the public hearing and the district's plan is ready for approval.

Motion by J. Mendonca Second J. Meneses ACTION (3-0)

6.) Approval of the OVUESD 2021-2022 Fiscal Budget.

Orlanda Meneses, Business Manager, presented the budget for approval.

Motion by J. Mendonca Second J. Meneses ACTION (3-0)

7.) Approval of Resolution 2021-03 Spending Determination for Funds Received from EPA for 2021-2022 Fiscal Year

Orlanda explained that all funds from the EPA are used on certificated personnel.

Motion by J. Meneses Second J. Mendonca ACTION (3-0)

	Ayes	Noes	Abstain	Absent
Mederos	X			
Meneses	X			
Mendonca	X			
Benevedes				X
Nunes				X

8.) Approval of Resolution 2021-4 Authorizing Inter-fund Transfers in Accordance with the Budget.

Orlanda, Business Manager, explained that this allows the district to move cash from one account to the other while waiting for certain funds to be acquired.

Motion by J. Meneses Second J. Mendonca ACTION (3-0)

	Ayes	Noes	Abstain	Absent
Mederos	X			
Meneses	X			
Mendonca	X			
Benevedes				X
Nunes				X

9.) Approval of SB 858 Excess of State Recommended Reserves Disclosure for Proposal of 2021-2022 Budget

Orlanda, Business Manager, presented information on the excess of reserves in each account.

Motion by J. Mendonca Second J. Meneses ACTION (3-0)

10.) Approval of Resolution 2021-5 Authorizing Inter-fund Loan for Cash Flow Purposes.

Orlanda, Business Manager, explained that this give us authority to move money to the cafeteria fund to cover expenses.

Motion by J. Meneses Second J. Mendonca ACTION (3-0)

	Ayes	Noes	Abstain	Absent
Mederos	X			
Meneses	X			
Mendonca	X			

Benevedes	X
Nunes	X

- 11.) Approval of Resolution 2021-6 Authorization for County Superintendent of Schools to make year end Budget Transfers.

Orlanda, Business Manager, explained that this authorizes the county Superintendent to transfer any money to accounts that need to be reconciled.

	Motion by J. Meneses Second J. Mendonca	ACTION (3-0)	
	Ayes	Noes	Abstain Absent
Mederos	X		
Meneses	X		
Mendonca	X		
Benevedes			X
Nunes			X

(8.0) CLOSED SESSION

- 1.) Employment, Resignations, Transfers, etc. of Certificated and Classified Personnel (Gov. Code, § 54957)

(9.0) RECONVENE IN REGULAR SESSION

- 1.) Employment, Resignations, Transfers, Termination, etc. of Certificated and Classified Personnel (Gov. Code, § 54957)

Resignations:

- . Alfonso Reyes, Custodian
- David Hernandez, Bus/Grounds

Classified Hires:

- Carolina Munoz-Gomez, Instructional Aide, 5.75hrs, 180 days
- Brian Viera, Grounds, fulltime, 12 months

Motion by J. Meneses Second J. Mendonca	ACTION (3-0)
---	----------------

2. Approval of Certificated and Classified Salary Schedule
Superintendent Pilgrim presented a salary schedule for department supervisors and administrative/counseling positions.

Motion by J. Meneses Second J. Mendonca	ACTION (3-0)
---	----------------

(10.0) ORGANIZATIONAL BUSINESS

(Consideration of any item any member of the Board wishes to place on the Agenda for the next meeting.) NONE

(11.0) ADJOURNMENT @ 6:38pm

Motion by J. Mendonca Second J. Meneses ACTION (3-0)

ANNOUNCEMENT OF NEXT REGULAR BOARD MEETING

July 27, 2021 @ 4:00 pm District conference room

This agenda may be made available in an appropriate alternative format for a person with a disability, upon request. If a disability-related modification or accommodation, including auxiliary aids or services, is needed, please contact **Heather Pilgrim, Ed.S., Superintendent**, at least one week in advance of the meeting, at **688-2909**. Requests made closer to the meeting may not be able to be accommodated.

16

30 Oak Valley Union Elementary School | **Tulare County Office of Education**
Accounts Payable Final Prelist - 6/25/2021 7:27:49AM

6/25/2021
7:27:49AM

Page 1 of 3
APY500

*** FINAL ***
Batch No 361

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
012735	BUENA VISTA	PV-210537	5/12/2021		20/21-10-11		010-00000-0-11100-10000-58000-0-0000	\$7,181.76	L	
	BUENA VISTA		5/12/2021		20/21-10-11		010-00000-0-11100-10000-58000-0-0000	\$7,181.76	L	
Total Check Amount:								\$14,363.52		
013911	CALIFORNIA WATER SERVICES	PV-210538	5/31/2021		0046134		010-81500-0-00000-81100-58000-0-0000	\$1,674.00		
	CALIFORNIA WATER SERVICES		5/31/2021		0046134		010-81500-0-00000-81100-58000-0-0000	\$525.00		
	CALIFORNIA WATER SERVICES		5/31/2021		0046134		010-81500-0-00000-81100-58000-0-0000	\$500.00		
	CALIFORNIA WATER SERVICES		5/31/2021		0046134		010-81500-0-00000-81100-58000-0-0000	\$226.16		
Total Check Amount:								\$2,925.16		
014022	CARVER PUMP SERVICE	PV-210539	6/15/2021		SC21-001		010-81500-0-00000-81100-58000-0-0000	\$12,361.36	L	
Total Check Amount:								\$12,361.36		
013655	CENTAGE LEARNING	PV-210540	5/11/2021		74266277		010-63000-0-11100-10000-41000-0-0000	\$17,121.14		
	CENTAGE LEARNING		5/11/2021		74266277		010-00000-0-11100-10000-41000-0-0000	\$8,966.10		
Total Check Amount:								\$26,087.24		
013390	ENVIRO CLEAN	PV-210541	6/9/2021		0132916		010-00000-0-00000-82000-43000-0-0000	\$1,905.02		
Total Check Amount:								\$1,905.02		
014053	GOODGUYS PLUMBING	PV-210542	6/8/2021		12376		010-00000-0-00000-82000-56000-0-0000	\$255.00		
Total Check Amount:								\$255.00		
013789	HANCOCK A/C & HEATING	PV-210543	6/7/2021		55155626		010-00000-0-00000-82000-56000-0-0000	\$337.35		
Total Check Amount:								\$337.35		
013924	ILLUMINATE EDUCATION, INC.	PV-210544	5/31/2021		57105		010-00000-0-11100-10000-58000-0-0000	\$1,000.00		
Total Check Amount:								\$1,000.00		
012699	LOZANO SMITH	PV-210545	6/10/2021		2138003		010-00000-0-00000-72000-58000-0-0000	\$1,110.38		
Total Check Amount:								\$1,110.38		
013678	MID VALLEY DISPOSAL	PV-210546	5/31/2021		2083159		010-00000-0-00000-82000-55000-0-0000	\$789.76		
	MID VALLEY DISPOSAL		5/31/2021		2083159		010-00000-0-00000-82000-55000-0-0000	\$210.00		

Accounts Payable Final Prelist - 6/25/2021 7:27:49AM

*** FINAL ***

Batch No 361

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
012481	OAK VALLEY UNION SCHOOL DIST	PV-210547	5/26/2021		NONE		010-00000-0-00000-72000-59000-0-0000	\$999.76		
								\$18.05	M	
								Total Check Amount:		
								\$18.05		
013152	OFFICE DEPOT	PV-210548	5/26/2021		NONE		010-00000-0-11100-10000-43000-0-0000	\$1,663.62		
	OFFICE DEPOT		5/26/2021		NONE		010-00000-0-00000-27000-43000-0-0000	\$196.70		
								Total Check Amount:		
								\$1,860.32		
014039	P&R PAPER SUPPLY COMPANY, INC	PV-210549	6/3/2021		10964486		130-53100-0-00000-37000-43000-0-0000	\$199.24		
								Total Check Amount:		
								\$199.24		
014108	PARK PLANET	PV-210550	5/31/2021		2100337		010-00000-0-00000-82000-43000-0-0000	\$1,190.00		
	PARK PLANET		5/31/2021		2100337		010-00000-0-00000-82000-43000-0-0000	\$1,233.18		
								Total Check Amount:		
								\$2,423.18		
014101	R & L CROW DISTRIBUTING	PV-210551	5/31/2021		MAY		130-53100-0-00000-37000-47000-0-0000	\$5,780.40	J	
	R & L CROW DISTRIBUTING		5/31/2021		MAY		130-53100-0-00000-37000-47000-0-0000	(\$64.80)	J	
								Total Check Amount:		
								\$5,715.60		
012478	SoCalGas	PV-210552	6/11/2021		NONE		010-00000-0-00000-82000-55000-0-0000	\$112.10		
								Total Check Amount:		
								\$112.10		
013502	SOUTHWEST SCHOOL & OFFICE SUPP	PV-210553	3/26/2021		MARCH INVOICES		010-32120-0-00000-82000-43000-0-0000	\$5,033.63		
	SOUTHWEST SCHOOL & OFFICE SUPP		3/26/2021		MARCH INVOICES		010-00000-0-11100-10000-43000-0-0000	\$734.26		
	SOUTHWEST SCHOOL & OFFICE SUPP	PV-210554	4/30/2021		APRIL		010-32120-0-00000-82000-43000-0-0000	\$1,589.98		
	SOUTHWEST SCHOOL & OFFICE SUPP		4/30/2021		APRIL		010-00000-0-11100-10000-43000-0-0000	\$1,021.55		
								Total Check Amount:		
								\$8,379.42		
013676	SPARKLETT'S	PV-210555	4/30/2021		061321		010-00000-0-00000-82000-58000-0-0000	\$1,796.60		
								Total Check Amount:		
								\$1,796.60		

Accounts Payable Final Prelist - 6/25/2021 7:27:49AM

*** FINAL ***

Batch No 361

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
013693	TULARE COUNTY SUPT. OF SCHOOLS	PV-210558	5/13/2021		211428/495/212002		010-00000-0-00000-73500-58000-0-0000	\$19,900.00		
	TULARE COUNTY SUPT. OF SCHOOLS		5/13/2021		211428/495/212002		010-00000-0-00000-72000-58000-0-0000	\$3,329.42		
	TULARE COUNTY SUPT. OF SCHOOLS		5/13/2021		211428/495/212002		010-30100-1-11100-10000-58000-0-0000	\$5,000.00	L	
Total Check Amount:								\$28,229.42		
011765	VISALIA TIMES DELTA	PV-210556	5/31/2021		241916		010-00000-0-00000-72000-58000-0-0000	\$230.55		
Total Check Amount:								\$230.55		
013708	WIZIX TECHNOLOGY GROUP, INC.	PV-210557	6/11/2021		NONE		010-00000-0-11100-10000-56000-0-0000	\$69.10		
	WIZIX TECHNOLOGY GROUP, INC.		6/11/2021		NONE		010-00000-0-11100-10000-56000-0-0000	\$15.02		
	WIZIX TECHNOLOGY GROUP, INC.		6/11/2021		NONE		010-00000-0-11100-10000-56000-0-0000	\$5.99		
	WIZIX TECHNOLOGY GROUP, INC.		6/11/2021		NONE		010-00000-0-11100-10000-56000-0-0000	\$592.27		
	WIZIX TECHNOLOGY GROUP, INC.		6/11/2021		NONE		010-00000-0-11100-10000-56000-0-0000	\$107.12		
	WIZIX TECHNOLOGY GROUP, INC.		6/11/2021		NONE		010-00000-0-11100-10000-56000-0-0000	\$22.47		
	WIZIX TECHNOLOGY GROUP, INC.		6/11/2021		NONE		010-00000-0-11100-10000-56000-0-0000	\$40.89		
	WIZIX TECHNOLOGY GROUP, INC.		6/11/2021		NONE		010-00000-0-11100-10000-56000-0-0000	\$589.98		
Total Check Amount:								\$1,442.84		

Accounts Payable Final Prelist - 6/25/2021 7:27:49AM

*** FINAL ***
Batch No 361

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
Total District Payment Amount:								\$111,752.11		

Accounts Payable Final Prelist - 6/25/2021 7:27:49AM

*** FINAL ***

Batch No 361

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

Batch No 361

Total Accounts Payable:

\$111,752.11

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 111,752.11 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Authorizing Signature

Date

Fund Summary	Total
010	\$105,837.27
130	\$5,914.84
Total	\$111,752.11

Accounts Payable Final Prelist - 7/2/2021 7:35:46AM

*** FINAL ***

Batch No 363

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
014063	AT&T MOBILITY	PV-220001	6/4/2021		06122021		010-32120-0-11100-10000-58000-0-0000	\$6,013.58		
Total Check Amount:								\$6,013.58		
014113	AZEVEDO, MELODY	PV-220002	6/2/2021		NONE		010-00000-0-00000-72000-58000-0-0000	\$57.25		
Total Check Amount:								\$57.25		
013970	AZEVEDO, PAUL	PV-220005	6/30/2021		1027		010-07230-0-00000-36000-58000-0-0000	\$821.25	J	
Total Check Amount:								\$821.25		
013244	CASBO	PV-220006	4/26/2021		635827		010-00000-0-00000-27000-53000-0-0000	\$1,750.00		
Total Check Amount:								\$1,750.00		
013365	CONNECTION	PV-220007	6/3/2021		71421745		010-58126-0-11100-10000-44000-0-0000	\$6,064.75		
Total Check Amount:								\$6,064.75		
013810	CPM Educational Program	PV-220008	6/18/2021		2102150		010-63000-0-11100-10000-43000-0-0000	\$136.42		
Total Check Amount:								\$136.42		
014035	FIRST QUALITY PRODUCE	PV-220009	6/3/2021		OAK02		130-53100-0-00000-37000-47000-0-0000	(\$198.75)		
	FIRST QUALITY PRODUCE		6/3/2021		OAK02		130-53100-0-00000-37000-47000-0-0000	\$620.52		
	FIRST QUALITY PRODUCE		6/3/2021		OAK02		130-53100-0-00000-37000-47000-0-0000	(\$21.00)		
	FIRST QUALITY PRODUCE		6/3/2021		OAK02		130-53100-0-00000-37000-47000-0-0000	\$334.75		
	FIRST QUALITY PRODUCE		6/3/2021		OAK02		130-53100-0-00000-37000-47000-0-0000	\$171.20		
	FIRST QUALITY PRODUCE		6/3/2021		OAK02		130-53100-0-00000-37000-47000-0-0000	\$224.50		
	FIRST QUALITY PRODUCE		6/3/2021		OAK02		130-53100-0-00000-37000-47000-0-0000	\$224.50		
Total Check Amount:								\$1,355.72		
014049	JANTEK ELECTRONICS, INC	PV-220010	5/21/2021		47146		010-00000-0-00000-72000-58000-0-0000	\$600.00		
Total Check Amount:								\$600.00		
013678	MID VALLEY DISPOSAL	PV-220012	7/1/2021		2101461		010-00000-0-00000-82000-55000-0-0000	\$789.76		
Total Check Amount:								\$789.76		
014047	ONPOINT	PV-220013	6/24/2021		5662		010-07200-0-11100-10000-58000-0-0102	\$6,899.00	L	
Total Check Amount:								\$6,899.00		

Accounts Payable Final Prelist - 7/2/2021 7:35:46AM

*** FINAL ***

Batch No 363

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
014114	ORTIZ, DELIAH	PV-220014	6/2/2021		NONE		010-00000-0-00000-72000-58000-0-0000	\$57.00		
Total Check Amount:								\$6,899.00		
Total Check Amount:								\$57.00		
014109	PEACEFUL PLAYGROUNDS, INC	PV-220015	7/1/2021		2089		010-11000-0-11100-10000-43000-0-0000	\$5,672.84		
Total Check Amount:								\$5,672.84		
014001	PIONEER VALLEY BOOKS	PV-220016	6/24/2021		1209641		010-74250-0-11100-10000-43000-0-0000	\$8,873.21		
Total Check Amount:								\$8,873.21		
014111	PITGLAND, KELSIE	PV-220017	6/14/2021		NONE		010-00000-0-00000-72000-58000-0-0000	\$57.32		
Total Check Amount:								\$57.32		
013502	SOUTHWEST SCHOOL & OFFICE SUPP	PV-220018	5/25/2021		MAY		010-00000-0-11100-10000-43000-0-0000	\$1,794.64		
Total Check Amount:								\$1,794.64		
	SOUTHWEST SCHOOL & OFFICE SUPP		5/25/2021		MAY		010-74250-0-11350-10000-43000-0-0000	\$1,412.97		
Total Check Amount:								\$3,207.61		
013932	U.S. BANK CORPORATE PAYMENT	PV-220019	6/25/2021		NONE		010-00000-0-00000-72000-59000-0-0000	\$168.74		M
Total Check Amount:								\$168.74		
	U.S. BANK CORPORATE PAYMENT		6/25/2021		NONE		010-00000-0-00000-82000-43000-0-0000	\$1,015.97		M
Total Check Amount:								\$1,015.97		
	U.S. BANK CORPORATE PAYMENT		6/25/2021		NONE		010-11000-0-11100-10000-43000-0-0000	\$1,253.09		M
Total Check Amount:								\$1,253.09		
	U.S. BANK CORPORATE PAYMENT		6/25/2021		NONE		010-00000-0-00000-72000-58000-0-0000	\$14.99		M
Total Check Amount:								\$14.99		
	U.S. BANK CORPORATE PAYMENT		6/25/2021		NONE		010-00000-0-00000-27000-43000-0-0000	\$639.93		M
Total Check Amount:								\$639.93		
	U.S. BANK CORPORATE PAYMENT		6/25/2021		NONE		010-74250-0-11350-10000-43000-0-0000	\$3,674.42		M
Total Check Amount:								\$3,674.42		
	U.S. BANK CORPORATE PAYMENT		6/25/2021		NONE		010-07200-0-11100-10000-43000-0-0107	\$74.33		M
Total Check Amount:								\$74.33		
	U.S. BANK CORPORATE PAYMENT		6/25/2021		NONE		010-00000-0-11100-10000-43000-0-0000	\$204.43		M
Total Check Amount:								\$204.43		
	U.S. BANK CORPORATE PAYMENT		6/25/2021		NONE		010-58126-0-11100-10000-43000-0-0000	\$3,096.00		M
Total Check Amount:								\$3,096.00		
013862	VAST NETWORKS	PV-220020	7/1/2021		29064/28462		010-00000-0-00000-72000-59000-0-0000	\$148.50		
Total Check Amount:								\$148.50		
014110	VIERA, BRIAN	PV-220021	7/1/2021		NONE		010-00000-0-00000-72000-58000-0-0000	\$74.32		
Total Check Amount:								\$74.32		

Accounts Payable Final Prelist - 7/2/2021 7:35:46AM

*** FINAL ***

Batch No 363

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

Total District Payment Amount: \$53,239.78

Accounts Payable Final Prelist - 7/2/2021 7:35:46AM

*** FINAL ***

Batch No 363

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

Batch No 363

Total Accounts Payable:

\$53,239.78

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 53,239.78 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Authorizing Signature

Date

Fund Summary		Total
010		\$51,884.06
130		\$1,355.72
Total		\$53,239.78

Accounts Payable Final Prelist - 7/15/2021 5:20:28PM

*** FINAL ***

Batch No 365

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
014112	BARAJAS, ANA	PV-220024	6/8/2021		NONE		010-11000-0-11100-10000-58000-0-0000	\$190.00		
							Total Check Amount:	\$190.00		
013365	CONNECTION	PV-220025	6/24/2021		71501519		010-58126-0-11100-10000-44000-0-0000	\$1,731.54		
							Total Check Amount:	\$1,731.54		
005481	EMPLOYMENT DEVELOPMENT DEPT.	PV-220026	6/30/2021		NONE		010-00000-0-00000-00000-95025-0-0000	\$524.30		G
							Total Check Amount:	\$524.30		
								\$1,048.60		
013789	HANCOCK A/C & HEATING	PV-220028	6/28/2021		55846956/501309		010-00000-0-00000-82000-56000-0-0000	\$380.00		
							Total Check Amount:	\$380.00		
012691	HOME DEPOT CREDIT SERVICES	PV-220029	6/28/2021		NONE		010-00000-0-00000-82000-43000-0-0000	\$286.92		
							Total Check Amount:	\$286.92		
013395	MANGIN ASSOCIATES INCORPORATED	PV-220030	6/28/2021		11590		351-77100-0-00000-85000-58000-0-0000	\$30,760.21		A
							Total Check Amount:	\$30,760.21		
013683	SMART & FINAL	PV-220031	7/15/2021		NONE		130-53100-0-00000-37000-47000-0-0000	\$42.37		
	SMART & FINAL		7/15/2021		NONE		130-53100-0-00000-37000-43000-0-0000	\$18.56		
	SMART & FINAL		7/15/2021		NONE		010-74250-0-11350-10000-43000-0-0000	\$314.56		
							Total Check Amount:	\$375.49		
013502	SOUTHWEST SCHOOL & OFFICE SUPP	PV-220032	6/15/2021		JUNE		010-00000-0-11100-10000-43000-0-0000	\$556.90		
	SOUTHWEST SCHOOL & OFFICE SUPP		6/15/2021		JUNE		010-74250-0-11350-10000-43000-0-0000	\$239.18		
							Total Check Amount:	\$796.08		
013710	USBANCORP EQUIPT. FINANCE, INC	PV-220034	6/23/2021		446540957		010-00000-0-11100-10000-56000-0-0000	\$212.27		
							Total Check Amount:	\$212.27		
013234	WESTSIDE LOCKER	PV-220033	6/10/2021		99258		010-00000-0-00000-71100-43000-0-0000	\$442.00		
							Total Check Amount:	\$442.00		

Accounts Payable Final Prelist - 7/15/2021 5:20:28PM

*** FINAL ***

Batch No 365

Audit

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

Total Check Amount:

\$442.00

Accounts Payable Final Prelist - 7/15/2021 5:20:28PM

*** FINAL ***
Batch No 365

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

Total District Payment Amount: \$36,223.11

Accounts Payable Final Prelist - 7/15/2021 5:20:28PM

*** FINAL ***

Batch No 365

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

Batch No 365

Total Accounts Payable:

\$36,223.11

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 36,223.11 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Authorizing Signature

Date

Fund Summary		Total
010		\$5,401.97
130		\$60.93
351		\$30,760.21
Total		\$36,223.11

CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – June 2021

District Name: _____

Contact Name: _____ Phone: _____ Email: _____

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
AR 1312.3	Uniform Complaint Procedures	Fill in Blanks Superintendent Oak Valley UESD 24500 Rd 68 Tulare CA 93274 hpilgrim@oakvalleyschool.org OPTION 1: <input type="checkbox"/> OPTION 2: <input checked="" type="checkbox"/>	
BP 1313	Civility	NEW POLICY	
BP 3511.1	Integrated Waste Management		
AR 3511.1	Integrated Waste Management		
BP 3515.31	School Resource Officers	NEW POLICY	N/A
BP 4112.42 4212.42 4312.42	Drug and Alcohol Testing for School Bus Drivers		
AR 4112.42 4212.42 4312.42	Drug and Alcohol Testing for School Bus Drivers		
BP 4141 4241	Collective Bargaining Agreement		
BP 4158 4258 4358	Employee Security		
AR 4158 4258 4358	Employee Security		
BP 5141.4	Child Abuse Prevention and Reporting		

CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – June 2021

District Name: _____

AR 5141.4	Child Abuse Prevention and Reporting	Fill in Blanks Tulare County CWS 6260 S. Mooney Blvd Visalia, CA 93277 559-623-0300	
BP 5141.52	Suicide Prevention		
AR 5141.52	Suicide Prevention		
BP 5142.2	Safe Routes to School Program		N/A
AR 5142.2	Safe Routes to School Program		N/A
BP 5145.12	Search and Seizure		
BP 5145.9	Hate-Motivated Behavior		
BP 5148	Child Care and Development		
AR 5148	Child Care and Development		
BP 6142.5	Environmental Education		
AR 6162.51	State Academic Achievement Tests		
BP 7211	Developer Fees		
AR 7211	Developer Fees		

CSBA Sample

Administrative Regulation

Community Relations

AR 1312.3(a)

UNIFORM COMPLAINT PROCEDURES

Note: 5 CCR 4621 **mandates** that the district's uniform complaint procedures (UCP) be consistent with the procedures of 5 CCR 4600-4670. Additionally, Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan (LCAP), and Education Code 8235.5 **mandates** districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in license-exempt California State Preschool Programs (CSPP). Furthermore, a number of federal civil rights statutes and their implementing regulations mandate districts to adopt policies and procedures for the prompt and equitable resolution of complaints of unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~. For example, all districts are **mandated** pursuant to 28 CFR 35.107 to adopt policy and procedures to address discrimination on the basis of disability, while districts that receive federal financial assistance are **mandated** pursuant to 34 CFR 106.8 and 34 CFR 110.25 to adopt policies and procedures to address discrimination on the basis of sex and age. Some of the factors considered by the U.S. Department of Education's Office for Civil Rights (OCR) when determining whether a district's procedures are "prompt and equitable" are addressed throughout the following administrative regulation.

Apart from these mandates, state law authorizes the use of UCP to resolve complaints of noncompliance with laws related to the development of a school plan for student achievement and the establishment of school site councils; accommodations for pregnant and parenting students; prohibition against the charging of student fees; educational rights of foster youth, homeless students, former juvenile court school students, children of military families, migrant students, and students participating in a newcomer program for newly arrived immigrants; assignment of students to courses without educational content; and physical education instructional minutes. See the section "Complaints Subject to UCP" in the accompanying Board policy.

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in **BP 1312.3 the accompanying Board policy**.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

Note: 5 CCR 4621 **mandates** the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~ and retaliation. During its Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for receiving and investigating complaints. Districts should identify the specific title(s) of the compliance officer(s) in the space provided below. If a district identifies multiple compliance officers, it is recommended that one be designated the lead compliance officer.

UNIFORM COMPLAINT PROCEDURES (continued)

Note: 5 CCR 4621 **mandates** that the district's policy require employees responsible for compliance and/or for investigating and resolving complaints to be knowledgeable about the laws and programs at issue in the complaints they are assigned. OCR requires that the compliance officer(s) involved in implementing discrimination complaint procedures be knowledgeable about the procedures and be able to explain them to parents/guardians and students. **They Compliance officers** must also have training or experience in handling discrimination complaints, including appropriate investigative techniques and understanding of the applicable legal standards.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program;; applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, or bullying);; applicable standards for reaching decisions on complaints;; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during ~~and pending the result of an investigation and~~ **while the result is pending**. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

Note: During the FPM process, CDE staff will check to ensure that the district's policy contains a statement ensuring annual dissemination of notice of the district's UCP to the persons specified below.

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3260 - Fees and Charges)

7. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

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

(cf. 6173.3 - Education for Juvenile Court School Students)

(cf. 6175 - Migrant Education Program)

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant
9. A statement that, for programs within the scope of the UCP **as specified in the accompanying Board policy**, the complainant has a right to appeal the district's investigation report to **the California Department of Education (CDE)** ~~for programs within the scope of the UCP~~ by filing a written appeal, including a copy of the original complaint and the district's decision, within ~~15~~ **30 calendar** days of receiving the district's decision
10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal **laws prohibiting antidiscrimination, harassment, intimidation, or bullying laws**, if applicable
11. A statement that copies of the district's UCP are available free of charge

Note: The following paragraph may be modified to reflect district practice. Pursuant to Education Code 221.61, districts are required to post information related to Title IX on their web sites, including specified information about complaint procedures under Title IX. See AR 5145.3 - Nondiscrimination/Harassment. A district that does not maintain a web site may comply by posting the information on the web site of its county office of education. A comprehensive list of rights based on the provisions of the federal regulations implementing Title IX can be found in Education Code 221.8. In addition, in its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts use web posting and social media to disseminate their nondiscrimination notices, policies, and procedures and communicate current compliance officer(s)' contact information to students, parents/guardians, and employees.

UNIFORM COMPLAINT PROCEDURES (continued)

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4630)

Note: Education Code 49013 and 52075 **mandate** districts to adopt procedures that allow for anonymous complaints to be filed when a district allegedly violates the prohibition against the charging of student fees or violates any requirement related to the LCAP.

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.

Note: Pursuant to 5 CCR 4630, ~~as amended by Register 2020, No. 21,~~ complaints related to the LCAP must be filed within a year of the date that the reviewing authority approves the district's LCAP. Pursuant to Education Code 52070, the County Superintendent of Schools is the reviewing authority for district LCAPs.

3. A UCP complaint, **except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying**, shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Board. (5 CCR 4630)
4. A complaint alleging unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~ may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. **(5 CCR 4630)**
5. ~~The~~ A complaint **alleging unlawful discrimination, harassment, intimidation, or bullying** shall be initiated no later than six months from the date that the alleged

UNIFORM COMPLAINT PROCEDURES (continued)

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~, the compliance officer shall ensure that all parties agree to ~~make the mediator a party to~~ **permit the mediator access to all** relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Note: 5 CCR 4631, which requires the district to provide the complainant with the opportunity to present relevant information, does not provide any timeline. Thus, **the timeline specified below may be modified to reflect district practice.**

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

Note: In the investigation, the compliance officer should consider all relevant circumstances, such as how the **alleged** misconduct affected one or more students' education; the type, frequency, and duration of the misconduct; the identity, age, and sex of the individuals involved in and impacted by the conduct and the relationship between them; the number of persons engaged in the conduct and at whom the conduct was directed; the size of the school, location of the incidents, and context in which they occurred; and other incidents at the school involving different individuals.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses

UNIFORM COMPLAINT PROCEDURES (continued)

recommended that the same rights be extended to a respondent to a complaint alleging unlawful discrimination to ensure the process is equitable for all involved. Furthermore, OCR recommends notifying the respondent in such a complaint whenever the complainant approves an extension of the timeline. Options 1 and 2 reflect these recommendations and may be modified to reflect district practice.

Pursuant to 5 CCR 4640, when a UCP complaint is erroneously sent to CDE without first being filed with the district, the 60-day period specified in 5 CCR 4631 begins when the district receives the complaint.

OPTION 1:

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the investigation report at the same time it is provided to the complainant.

OPTION 2:

Note: The remainder of this section is for use by districts that select Option 2.

Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

(cf. 9321 - Closed Session)

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

UNIFORM COMPLAINT PROCEDURES (continued)

~~alleged-offender respondent~~ stay away from the alleged victim), FPCO interprets FERPA as allowing the district to disclose that information.

Given the potential liability from improperly disclosing such information, districts are advised to consult with legal counsel when presented with a situation where a victim of unlawful discrimination requests information about sanctions imposed upon the ~~offender-respondent~~.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, ~~(such as discriminatory harassment, intimidation, and bullying)~~, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. ~~During the FPM process, CDE staff will check to ensure compliance with this requirement.~~ **During the FPM process, CDE staff will check to ensure that UCP complaint procedures pertaining to CSPP health and safety issues include a statement that the district response and the investigation report must, whenever Education Code 48985 is applicable, be written in English and the primary language in which the complaint was filed; see the section "Health and Safety Complaints in License-Exempt Preschool Programs" below. The following paragraph extends this provision to all types of complaints to ensure compliance with Education Code 48985. In addition, b**Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If the complaint involves a limited-English-proficient student or parent/guardian ~~and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English~~, then the **district's response, if requested by the complainant, and the investigation report shall also be translated into that language, pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency be written in English and the primary language in which the complaint was filed.**

Note: During the FPM process, CDE staff will expect to see a statement detailing a complainant's right to pursue civil law remedies (i.e., action in a court of law) in addition to or in conjunction with the right to pursue administrative remedies from CDE.

For complaints alleging unlawful discrimination, ~~based on state law (such as discriminatory harassment, intimidation, and bullying)~~ based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

UNIFORM COMPLAINT PROCEDURES (continued)

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints ~~involving of~~ retaliation or unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~ **involving a student as the respondent**, appropriate corrective actions that ~~focus on a student offender may be provided to the student~~ may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

(cf. 5144 - Discipline)

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

When an employee is found to have committed retaliation or unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

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

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

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~, that the district does not tolerate it, and how to report and respond to it.

UNIFORM COMPLAINT PROCEDURES (continued)

1. The district failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the district's investigation report are not supported by substantial evidence.
4. The legal conclusion in the district's investigation report is inconsistent with the law.
5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Note: 5 CCR 4633, ~~as amended by Register 2020, No. 21~~, requires the district to submit the following documents to CDE within 10 days after the district has been notified that an appeal has been filed. The district's failure to provide a timely and complete response may result in CDE ruling on the appeal without considering information from the district.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report
3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by CDE

Note: Pursuant to 5 CCR 4632, ~~as amended by Register 2020, No. 21~~, if CDE determines that the district's investigation report failed to address an allegation raised by the complaint and subject to the UCP process, CDE will notify the district and direct the district to investigate and address such allegation(s) as follows.

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not

UNIFORM COMPLAINT PROCEDURES (continued)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, ~~and shall~~ contain a space to indicate whether the complainant desires a response to the complaint, **and allow a complainant to add as much text as desired to explain the complaint.** (Education Code 8235.5; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. **The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority.** (Education Code 8235.5; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8235.5; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5; 5 CCR 4692)

Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure compliance with this requirement. Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If a complaint regarding health or safety issues in a license-exempt CSPP program involves a limited-English-proficient student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8235.5; 5 CCR 4693, 4694)

CSBA Sample

Board Policy

Community Relations

BP 1313(a)

CIVILITY

Note: The following policy is optional and may be revised to reflect district practice.

The Governing Board recognizes the impact that civility has on the effective operation of the district, including its role in creating a safe and positive school climate and enabling a focus on student well-being, learning, and achievement. The Board believes that each person should be treated with dignity and respect in their interactions within the school community.

(cf. 0415 - Equity)

(cf. 5137 - Positive School Climate)

Note: The First Amendment of the U.S. Constitution and Article 1, Section 2 of the California Constitution provide strong protection as to speech related to district business.

In addition, pursuant to Government Code 54954.3 and the court's decision in Baca v. Moreno Valley Unified School District, the Governing Board must not prohibit public criticism of district policies, procedures, programs, services, acts, omissions, or employees, even if the speech is clearly defamatory. See BB 9323 - Meeting Conduct. Pursuant to Government Code 54957.9 and the court's decisions in Norse v. City of Santa Cruz and City of San Jose v. Garbett, the Board is authorized to remove persons who willfully disrupt or disturb a meeting, provided that the action actually interferes with the proceedings of the meeting or poses a credible threat of violence that would place reasonable persons in fear for their safety or the safety of others.

Compared to community members, districts have greater authority to regulate the speech of district employees when they are acting in the scope of their employment with the district. Furthermore, court decisions have found that the First Amendment rights of public school students in the school setting are not necessarily the same as the rights of adults in other settings and must be applied in light of the special circumstances of the school environment. In Hazelwood School District v. Kuhlmeier, the U.S. Supreme Court ruled that when a school has not, by policy or practice, opened up a school-sponsored activity for unrestricted use by students, the school may limit student expression as long as its decision is reasonably related to "legitimate pedagogical concerns." See BP/AR 5145.2 - Freedom of Speech/Expression.

Districts should consult legal counsel before placing restrictions on employee, student, or community member speech/expression in an effort to maintain civility.

The Board understands that the First Amendment provides strong protection for speech. However, the Board expects that all speech and expression will comport with norms of civil behavior on district grounds, in district facilities, during district activities or events, and in the use of district electronic/digital systems and platforms.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 9323 - Meeting Conduct)

CIVILITY (continued)

(cf. 5131.4 - Student Disturbances)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5138 - Conflict Resolution/Peer Mediation)

Behavior by students or staff that is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence, or behavior that is in any other way unlawful, is prohibited and is subject to discipline in accordance with law and as specified in district policy and regulations.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)
(cf. 5145.9 - Hate-Motivated Behavior)

Legal Reference:

EDUCATION CODE

200-262.4 Educational equity
32210 Willful disturbance of public school or meeting
32211 Threatened disruption or interference with classes
32212 Classroom interruptions
32280-32289.5 School safety plans
35181 Governing board authority to set policy on responsibilities of students
35291-35291.5 Rules
44050 Employee code of conduct; interaction with students
44807 Teachers' duty concerning conduct of students
44810 Willful interference with classroom conduct
44811 Disruption of classwork or extracurricular activities
48900-48926 Suspension and expulsion, especially:
48907 Exercise of free expression; rules and regulations
48950 Speech and other communication
49330-49335 Injurious objects

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

54954.3 Opportunity for public to address legislative body; regulations
54957.9 Disorderly conduct of general public during meeting; clearing of room

Legal Reference continued: (see next page)

CSBA Sample

Board Policy

Business and Noninstructional Operations

BP 3511.1(a)

INTEGRATED WASTE MANAGEMENT

Note: The following policy may be revised to reflect district practice. Pursuant to Public Resources Code 42630, **districts and schools** are encouraged to assist cities and counties in meeting the solid waste diversion goals set by Public Resources Code 41780. ~~In addition, pursuant to Public Resources Code 42649.2, as added by AB 341 (Ch. 476, Statutes of 2011), businesses, including schools, that generate more than four cubic yards of solid waste per week are required to arrange for recycling services in accordance with law.~~ Pursuant to Public Resources Code 42649.2 and 42649.81, **businesses, including schools, are required to arrange for recycling services if the amount of solid or organic waste they produce meets the thresholds specified in law and the accompanying administrative regulation. The California Department of Resources Recycling and Recovery (CalRecycle) offers Useful resources such as specific identifying waste management strategies, available funding sources, and other publications, including resources for developing and implementing integrated education and school waste reduction programs that provide curriculum to link instruction on integrated waste management and environmental concepts with student action projects at school sites, may be obtained from the California Department of Resources Recycling and Recovery (CalRecycle).**

The Governing Board believes that the conservation of **water, energy, and other** natural resources, **and the protection of the environment, and the implementation of an effective waste diversion program** are connected to the district's educational mission and are essential to the health and well-being of the community. The Superintendent or designee shall develop and/or implement a cost-effective, integrated waste management program that incorporates the principles of green school operations.

(cf. 0100 - Philosophy)

(cf. 3510 - Green School Operations)

(cf. 3511 - Energy and Water Management)

(cf. 3514 - Environmental Safety)

(cf. 3514.2 - Integrated Pest Management)

The district's **integrated waste management** program shall include strategies designed to **promote waste management practices of source reduction, recycling, and composting** to help the district reduce **and recycle** solid and **hazardous organic** waste **generation, properly dispose of potentially hazardous materials**, improve efficiency in ~~its~~ **the** use of natural resources, and minimize the impact of such use on the environment. The program shall address all areas of the district's operations, including, but not limited to, procurement, resource utilization, and facilities management practices.

(cf. 3300 - Expenditures and Purchases)

(cf. 3517 - Facilities Inspection)

The Superintendent or designee may collaborate with city, county, and state agencies and other public or private agencies in developing and implementing the district's integrated waste management program.

INTEGRATED WASTE MANAGEMENT (continued)

Legal Reference:

EDUCATION CODE

~~8700-8707 Environmental education~~

17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards

17072.35 New construction grants; use for designs and materials for high performance schools

32370-32376 Recycling paper

33541 Environmental education

PUBLIC RESOURCES CODE

25410-~~25421~~ **25422** Energy conservation assistance

40050-40063 ~~Waste management; Integrated waste management~~

41780-~~41786~~ Waste diversion

42620-42622 Source reduction and recycling programs

42630-42647 School site source reduction and recycling

42649-42649.7 Recycling of commercial solid waste

42649.8-42649.87 Recycling of organic waste

CODE OF REGULATIONS, TITLE 14

~~17225.12 Commercial solid waste~~

Management Resources:

CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

PUBLICATIONS

Frequently Asked Questions

Recycling and Organics Recycling Guide for Schools Poster

Where to Put It: Recycling, Composting, and Trash Bin Signage

WEB SITES

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

California Department of Resources Recycling and Recovery:

~~<http://www.calrecycle.ca.gov/ReduceWaste/Schools>~~ <https://www.calrecycle.ca.gov/Recycle/Schools>

California Division of State Architect: <http://www.dgs.ca.gov/dsa>

California Energy Commission: <http://www.energy.ca.gov>

California Environmental Protection Agency: <http://www.calepa.ca.gov>

U.S. Environmental Protection Agency: <http://www.epa.gov>

(11/01 7/12) 6/21

Policy Reference UPDATE Service

Copyright 2021 by California School Boards Association, West Sacramento, California 95691

All rights reserved.

INTEGRATED WASTE MANAGEMENT (continued)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

(cf. 7110 - Facilities Master Plan)

4. Work with city, county, or other government agencies to locate markets for the district's reusable and recyclable materials

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

(cf. 7131 - Relations with Local Agencies)

5. Minimize the use of nonbiodegradable materials and work with vendors and contractors to use packaging and delivery materials that generate less waste

Recycling

Note: Pursuant to Public Resources Code 42649.2, as added by AB 341 (Ch. 476, Statutes of 2011), any business or public entity, including a school or other district facility, which generates more than four or more cubic yards of commercial solid waste per week (approximately the size of a 72-inch length, 51-inch width, and 56-inch rear height dumpster) is required to arrange for recycling services in accordance with law, to the extent that such services are available from a local provider, as stated in items a and b below. Commercial solid waste, as defined in 14 CCR 17225.12 Public Resources Code 42649.1, means any type of solid waste generated by stores, offices, or other commercial or public entity source.

Any school site or district facility which generates more than four or more cubic yards of commercial solid waste per week shall take at least one of the following actions: (Public Resources Code 42649.1, 42649.2; 14 CCR 17225.12)

1. Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that may include collection, self-hauling, or other arrangements for the pickup of the recyclable materials
2. Subscribe to a recycling service that which may include mixed waste processing that yields diversion results comparable to source separation

Note: In September 2020, the California Department of Resources Recycling and Recovery (CalRecycle) determined, pursuant to Public Resources Code 42649.81, that the statewide disposal of organic waste has not been reduced to 50 percent of the 2014 level of disposal. Thus, any school facility that generates two or more cubic yards per week of solid waste is required to meet requirements pertaining to the recycling of organic waste as described below. CalRecycle's Frequently Asked Questions clarify that, for this purpose, the threshold applies to solid waste, recyclables, and organics.

CalRecycle also extended the exemption in Public Resources Code 42649.81 and 42649.83 for rural jurisdictions that adopt a resolution as specified. Districts in rural jurisdiction that have adopted such a resolution may delete the following paragraph.

CSBA Sample

Board Policy

Business and Noninstructional Operations

BP 3515.31(a)

SCHOOL RESOURCE OFFICERS

Note: The following optional policy is for use by districts that choose to employ school resource officers (SROs) or enter into an agreement with local law enforcement for the purpose of providing SROs on school campuses and/or at school activities. 34 USC 10389 defines an SRO as a law enforcement officer with sworn authority who is assigned by the agency to work in collaboration with schools to (1) address crime and disorder problems, gangs, and drug activities affecting or occurring in or around a school; (2) develop or expand crime prevention efforts for students; (3) educate likely school-age victims in crime prevention and safety; (4) develop or expand community justice initiatives for students; (5) train students in conflict resolution, restorative justice, and crime awareness; (6) assist in the identification of physical changes in the environment that may reduce crime in and around the school; and (7) assist in developing school policy that addresses crime and recommend procedural changes.

Requirements for districts that choose to establish their own police or security department are addressed in BP/AR 3515.3 - District Police/Security Department.

Education Code 38000, as amended by SB 98 (Ch. 24, Statutes of 2020), expresses legislative intent to encourage districts to redirect resources currently allocated to contracts with local law enforcement or the maintenance of district police departments into student support services (e.g., mental health services) and professional development on cultural competency and restorative justice, if found to be a more appropriate use of resources based on student and school needs.

The Governing Board is committed to protecting the safety of students and staff and the security of district property. The district shall develop a multi-tiered approach focused on the prevention of school violence and crime and the development of a positive school culture, which may include providing mental health services and other student support services, implementing restorative justice practices, implementing professional development addressing cultural competency, and employing and/or contracting with a law enforcement agency to provide school resource officers (SROs) on school campuses and/or school activities.

In order to reduce unnecessary law enforcement interactions with students, the Superintendent or designee shall provide training to school staff regarding the role of SROs and the appropriate circumstances for contacting such officers.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1250 - Visitors/Outsiders)
(cf. 3515 - Campus Security)
(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 3515.5 - Sex Offender Notification)
(cf. 3515.7 - Firearms on School Grounds)
(cf. 3516.2 - Bomb Threats)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5131.4 - Student Disturbances)

SCHOOL RESOURCE OFFICERS (continued)

disproportionalities in SRO contacts with students, and staffing of an SRO position when the assigned SRO is on leave.

Duties

SROs are duly sworn peace officers who are authorized to carry out their duties pursuant to state law.

Note: The following paragraph reflects a recommendation of the U.S. Department of Education's Guiding Principles: A Resource Guide for Improving School Climate and Discipline that educators, rather than police or security officers, should handle student discipline issues. Law enforcement agencies that receive grant funding through COPS are required to include a statement in their MOU that SROs will not be responsible for requests to resolve routine student discipline problems; see COPS' Memorandum of Understanding Fact Sheet.

Job duties of the SRO shall not include the handling of student code of conduct violations or routine student disciplinary matters that should be addressed by school administrators, or conduct that would be better addressed by mental health professionals.

(cf. 5144 - Discipline)

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

Note: Pursuant to Government Code 7286, law enforcement agencies are required to establish policy that provides a minimum standard on the use of force, with specified components. In addition, pursuant to Penal Code 13651, as added by AB 846 (Ch. 322, Statutes of 2020), an agency that employs peace officers is required to review the job description that is used in recruitment and hiring and make changes that emphasize community-based policing, familiarization between law enforcement and community residents, and collaborative problem solving while de-emphasizing the paramilitary aspects of the job. Although these requirements are the responsibility of the law enforcement agency, not a district that contracts with a law enforcement agency for SROs, it is important that the district is aware of the expectations regarding use of force.

SROs shall be expected to collaborate with district staff in problem solving and, when circumstances warrant intervention with students, to use positive and restorative approaches in accordance with Penal Code 13651. SROs shall use tactics such as de-escalation techniques to mitigate the use of force in an educational setting and shall strictly adhere to the policy on minimum use of force pursuant to Government Code 7286.

When approved by the Superintendent or designee, an SRO may provide classroom presentations and/or parent/guardian education pertaining to safety issues and may link students, parents/guardians, and staff with resources and services.

SCHOOL RESOURCE OFFICERS (continued)

Access to Records

SROs shall not have access to student records, nor release student information to another person, agency, or organization, without written permission from the parent/guardian or adult student, unless specifically allowed or required by state or federal law. (Education Code 49076; 34 CFR 99.1)

SROs shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and/or federal law. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

Legal Reference: (see next page)

CSBA Sample Board Policy

All Personnel

BP 4112.42(a)

4212.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

4312.42

Note: State and federal law (Vehicle Code 34520; 49 CFR 382.101-382.605) require that any district employing school bus drivers establish a drug and alcohol testing program, with specified components, applicable to bus drivers and any other drivers of a commercial motor vehicle weighing over 26,000 pounds or designed to transport 16 or more passengers including the driver. All testing must be conducted in accordance with 49 CFR 40.1-40.413. For further information, see the web sites of the U.S. Department of Transportation (DOT) and the California Highway Patrol (CHP).

In addition, Vehicle Code 34520.3 requires **individuals employed as** drivers of **other** school transportation vehicles (i.e., vehicles that are not school buses, student activity buses, or youth buses and are used by the district for the primary purpose of transporting children), such as a van, to participate in the testing program to the same extent as required by law for school bus drivers. ~~The Legislative Counsel has issued an opinion that Vehicle Code 34520.3 applies only to employees whose primary job is transportation.~~ The district should consult legal counsel as necessary to determine applicability of this law to district employees.

The district's drug and alcohol testing program is subject to compliance inspections conducted by the CHP. It is recommended that the district review the CHP's Controlled Substances and Alcohol Testing Compliance Checklist to assess whether its program fulfills legal requirements.

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

(cf. 3540 - Transportation)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 4020 - Drug and Alcohol-Free Workplace)

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

A driver shall not report for duty or remain on duty when ~~he/she~~ **the driver** has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when ~~he/she~~ **the driver** has used any drug listed in 21 CFR 1308.12-1308.15, unless ~~he/she~~ **the driver** is using the drug under the direction of a physician who has advised ~~him/her~~ **the driver** that the substance will not adversely affect the driver's ability to safely operate a bus. **(49 CFR 382.213)**

In addition, a driver shall not consume alcohol while on duty **and/or performing safety-sensitive functions**, or for four hours prior to on-duty time. ~~(49 CFR 382.201-382.209, 382.213-382.205, 382.207)~~

BP 4112.42(c)

4212.42

4312.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

~~Note: Pursuant to 49 CFR 40.21 and 382.119, before temporarily removing a driver from safety sensitive functions, the district must receive verification of the test results from a licensed physician certified as a medical review officer, unless a waiver of this requirement has been obtained from the Federal Motor Carrier Safety Administration.~~

~~No driver shall be temporarily removed from the performance of safety sensitive functions based only on a laboratory report of a confirmed positive test before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver. (49 CFR 40.21, 382.107, 382.119)~~

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

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

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

Note: Pursuant to Vehicle Code 13376, upon receiving a report of a driver's refusal, failure to comply, or positive test result, the California Department of Motor Vehicles will revoke the driver certificate or refuse to approve an initial application for a certificate. An exception exists for a driver who complies with a rehabilitation or return-to-duty program that meets the requirements of federal regulations. For purposes of retaining a his/her certificate, the driver may participate in such a program only once within a three-year period.

The following paragraph is **optional**. Pursuant to 49 CFR 40.289, the district is not required to provide education and treatment services to any driver. However, if the district offers the driver an opportunity to return to work following a violation, then it must ensure that the driver receives an evaluation by a qualified substance abuse professional and successfully complies with the evaluation recommendations. Responsibility for payment for evaluation and services is to be determined by the district and driver and may be governed by a collective bargaining agreement and health care benefits.

~~Any driver who refuses, fails to comply, or has a positive test result may be referred to an education and treatment program that meets the requirements of 49 CFR 40.281-40.313. Any driver provided with an opportunity to return to a safety-sensitive duty following a violation shall be evaluated by a qualified substance abuse professional and complete the evaluation recommendations before returning to such duty. (49 CFR 40.289)~~

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

- a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor
- b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that ~~he/she-the driver~~ does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until ~~he/she-the driver~~ has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

Legal Reference: (see next page)

CSBA Sample

Administrative Regulation

All Personnel

AR 4112.42(a)

4212.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

4312.42

Note: The following administrative regulation reflects state and federal requirements (Vehicle Code 34520; 49 CFR 40.1-40.413, 382.101-382.605) for drug and alcohol testing of school bus drivers, including pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow-up testing. Pursuant to 49 CFR 40.27, the district must not require a driver to sign a consent, release, waiver of liability, or indemnification agreement with respect to any part of the drug or alcohol testing process.

Definitions

Note: Regardless of state medical or recreational marijuana laws, marijuana remains an illegal drug under the Controlled Substances Act and use of it by a driver remains a violation of federal drug testing regulations.

For purposes of drug testing required by the U.S. Department of Transportation (DOT), ~~drugs included in the tests are marijuana, cocaine, amphetamines, phencyclidine (PCP), and opioids opiates.~~ (49 CFR 40.3, 40.85, 382.107)

~~Alcohol concentration or level (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. For purposes of the DOT alcohol testing program, an alcohol level between 0.02 and 0.04 requires removal of the bus driver for a 24-hour period following the test. An alcohol level of 0.04 or higher requires immediate removal of the driver from performing safety-sensitive functions until the driver has successfully completed the return-to-duty process.~~ (49 CFR 40.3, 382.107, ~~382.201, 382.505~~)

Safety-sensitive function means all time from the time ~~he/she~~ **the driver** begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus **or other school transportation vehicle**; waiting at a district facility to be dispatched; inspecting, servicing, or conditioning the **bus vehicle** or **bus vehicle** equipment; loading or unloading the **bus vehicle**; supervising or assisting in the loading or unloading of the **bus vehicle**; and repairing, obtaining assistance, or remaining in attendance upon a disabled **bus vehicle**. (49 CFR 382.107)

(cf. 3540 - Transportation)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 4020 - Drug and Alcohol-Free Workplace)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

the date on which the driver first performed safety-sensitive functions for the district; or the driver, **the Clearinghouse**, or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413, **382.701, 382.703**)

~~Upon making a contingent offer of employment to a driver and prior to the first time the driver performs safety-sensitive functions for the district, the Superintendent or designee shall require the~~ A driver **whom the district intends to hire or use shall** ~~to~~ undergo testing for drugs and ~~to~~ receive a verified negative test result prior to the first time the driver performs safety-sensitive functions for the district. This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in a qualified drug testing program within the previous 30 days.
2. While participating in the program, the driver either was tested within the past six months **from the date of application** or participated in a random drug testing program for the previous 12 months **from the date of application**.
3. ~~The Superintendent or designee has contacted the testing program(s) in which the driver has participated and has obtained information about the program and the driver's participation as specified in 49 CFR 382.301.~~
34. No prior employer of the driver of whom the district has knowledge has records of the driver's violation of federal drug testing regulations within the previous six months.

The Superintendent or designee **shall contact** ~~has contacted~~ the testing program(s) in which the driver has participated and **obtain** ~~has obtained~~ information about the program and the driver's participation as specified in 49 CFR 382.301.

Note: The following **optional** paragraph is for use by districts that choose to conduct pre-employment alcohol testing; see the accompanying Board policy. Pursuant to 49 CFR 382.301, pre-employment alcohol testing is not required but, if the district chooses to conduct such testing, it must comply with the following requirements.

In addition, the Superintendent or designee shall require the driver to undergo pre-employment alcohol testing in accordance with the procedures in 49 CFR 40.1-40.605 and to receive a test result indicating an alcohol concentration ~~level~~ of less than 0.04. (49 CFR 382.301)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Note: Pursuant to 49 CFR 382.305, the district must annually test at least 10 percent of district drivers for alcohol and at least ~~25~~ 50 percent for drugs. However, the minimum required percentage is subject to change as determined necessary by the Federal Motor Carrier Safety Administration (FMCSA). Any such change will be published in the Federal Register and on the FMCSA's web site and will be effective starting January 1 following such publication. ~~For 2018, the minimum percentage rates remain at 10 percent for alcohol and 25 percent for controlled substances.~~

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

Each driver selected for random testing shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

Reasonable Suspicion Testing

Note: The following section may be revised to reflect the position (e.g., driver's supervisor or other district employee) authorized and trained to make observations for reasonable suspicion drug or alcohol testing.

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors. Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be trained in accordance with 49 CFR 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not be the same person who conducts the alcohol test. (49 CFR 382.307)

Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier, ~~the Superintendent or designee shall prepare and sign~~ a written record of the observations leading to a reasonable suspicion test **shall be made and signed by the person who made the observations.** (49 CFR 382.307)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

The Superintendent or designee shall report to the Clearinghouse any violation of federal drug and alcohol regulations, any refusal to test, and other required information by the close of the third business day following the date on which the information was obtained. (49 CFR 382.705)

The Superintendent or designee shall conduct a query using the Clearinghouse at least once a year for all drivers to determine whether information exists in the Clearinghouse about the drivers. (49 CFR 382.701)

In lieu of a full query, the Superintendent or designee may obtain the individual driver's consent to conduct a limited query that is effective for more than one year and informs the district about whether there is information about the driver in the Clearinghouse without releasing that information to the district. If the limited query shows that information exists in the Clearinghouse about the individual driver, the Superintendent or designee shall conduct a full query within 24 hours of conducting the limited query. If a full query is not conducted within 24 hours, the driver may not perform any safety-sensitive function until the results from a full query confirm that the driver may perform such functions. (49 CFR 382.701)

A driver may not perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

Notifications

Note: Pursuant to 49 CFR 382.601, the district is **mandated** to adopt policy and procedures pertaining to misuse of drugs and alcohol and to provide these materials to each driver. When conducting compliance inspections, the ~~CHP~~ **California Highway Patrol** reviews whether district policy or regulations contain all of items #1-~~11~~**12** below.

The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol testing and shall notify representatives of employee organizations of the availability of this information. This information shall include a detailed discussion of at least the following: (49 CFR 382.113, 382.303, 382.601)

1. The identity of the person designated by the district to answer driver questions about the materials
2. The categories of drivers who are subject to drug and alcohol testing

**OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT
AND
PROYOUTH
AFTER SCHOOL EDUCATION AND SAFETY (ASES),
FEDERAL 21ST CENTURY COMMUNITY LEARNING CENTERS,
FEDERAL AFTER SCHOOL SAFETY ENRICHMENT FOR TEENS (ASSETs),
GRANTS AGREEMENT**

THIS AGREEMENT, entered into as of July 1, 2021 between the OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT, referred to as DISTRICT, and PROYOUTH, with reference to the following:

- A.** DISTRICT, TULARE COUNTY SUPERINTENDENT OF SCHOOLS, AND PROYOUTH have received the:
 - 1. After School Education and Safety (ASES) to implement an after-school program (Exhibit),
 - 2. Federal 21st Century Community Learning Centers Grant (21st CCLC) to implement an after-school Expanded Learning Program,
 - 3. Federal After School Safety Enrichment for Teens Grant (ASSETs) to implement an Expanded Learning Program at the high school level,
- B.** PROYOUTH has contracted, funded by Grants, to coordinate and implement at the school DISTRICT sites Programs called Heart (Health, Enrichment, Academics, Recreation, Teamwork) for students in grades K-6 and/or EDGE (Every Day Give Everything) for students in grades 7-8. The HEART/EDGE & XL Programs are safe, supervised afterschool Expanded learning Programs that focus on homework, tutoring, assistance, the development and strengthening of reading, writing, comprehension and math skills, the arts, multicultural awareness, science, nutrition, and recreation.
- C.** HEART/EDGE and XL are afterschool Expanded Learning Programs sponsored through a collaborative partnership, including PROYOUTH, TULARE COUNTY SUPERINTENDENT OF SCHOOLS, participating school districts, State of California, federal government, city, and county government agencies, private foundations and corporations, community-based organizations, individual donors, and volunteers, that addresses the need for a safe, supervised after school environment for elementary, middle, and high school students.
- D.** PROYOUTH has, or will obtain, certain resources which will be made available to all the schools offering HEART programs, including management, administrative, fiscal, and programmatic support for each program.

ACCORDINGLY, IT IS AGREED:

1. RESPONSIBILITIES OF PROYOUTH:

- a.** PROYOUTH shall coordinate and implement the HEART Program at each DISTRICT/partner school site, listed in Exhibit A, and any other schools agreed to by the DISTRICT, consistent with the Grant provisions.
- b.** Employ and manage the staff at each school site who will service the needs of the children enrolled in the HEART Expanded Learning Program.
- c.** Hours of Program operation during the regular school year shall be from the end of the regular school day to 6:00 p.m. Program shall operate a minimum of 15 hours per week. During State mandated increases in services, PROYOUTH may be required to provide additional services, including additional hours, at the school sites. The funding for the

program provides a ratio of approximately one (1) staff per twenty (20) students, and the level of staffing is based upon the number of students participating in the program.

- d. PROYOUTH shall provide the HEART/EDGE Program, as specified in the Agreement, during any combination of vacations, weekends, holidays, intersessions, and/or summer at schools listed in Exhibit A. DISTRICT agrees to make these schools available to PROYOUTH for the purposes of fulfilling the terms of the Grant. If the funded sites are unavailable for any reason, DISTRICT will arrange for the availability of another site(s) and provide transportation for students to and from that site(s). PROYOUTH may enroll and count attendance for any student in the DISTRICT; however, priority registration shall be given to students who attend the aforementioned elementary schools. PROYOUTH will apply for Supplemental Grants for unfunded sites as the grants become available.
- e. PROYOUTH shall provide the services specified in this Agreement for the year-round Expanded Learning Program known as XL under this Agreement with the DISTRICT. The Program shall be provided at high schools listed in (see Exhibit A)
- f. PROYOUTH shall provide coaching and mentoring to site staff consistent with PROYOUTH standards, collaborate with DISTRICT in the implementation of a staff development and training program and may collaborate with DISTRICT'S staff to integrate service activities between the programs.
- g. Except as otherwise provided herein or subsequently agreed to in writing signed by both DISTRICT and PROYOUTH, PROYOUTH shall be the employer for all personnel employed in HEART, EDGE, and XL, and all volunteers shall provide their services to PROYOUTH. PROYOUTH shall be solely responsible for all costs of employment and personnel administration, including but not limited to wages, salaries, workers' compensation costs, and unemployment costs. PROYOUTH shall provide verification that all employees have received clearance by the Department of Justice as specified in Section 9, a negative TB test result, meet all requirements of the Grants, including but not limited to qualifications of the DISTRICT NCLB and will meet the PROYOUTH job descriptions.
- h. The HEART, EDGE, and XL Programs services furnished by PROYOUTH shall operate under the provisions of the State and Federal Grants, or other funding sources, Grants, and the direction of the DISTRICT, in consultation with the PROYOUTH CEO, and all parties shall work cooperatively to accomplish the program objectives.
- i. PROYOUTH shall provide "Super Snack", a USDA At-Risk Child and Adult Care Food Program (CACFP) supper meal, every day to every student in the Program.
- j. PROYOUTH shall maintain a staffing level and supplies at DISTRICT sites that are consistent for all HEART, EDGE, and XL sites.
- k. PROYOUTH shall use the DISTRICT'S miscellaneous Teacher Salary Schedule process to compensate instructors who provide services, funded through the ASES, 21st CCLC, and ASSET's grants. Time sheets shall be approved by the Site Director at each school site and DISTRICT administration. DISTRICT shall follow the provisions contained in the OAK VALLEY Union Elementary Teachers' Association contract approved by the DISTRICT for the current school year, which identifies hourly rates of compensation for specified instructional and non-instructional services. Instructors who provide services in the PROYOUTH administered Program and who meet the criteria specified in the Teachers' Association contract shall be compensated by DISTRICT, and PROYOUTH shall reimburse DISTRICT based on documentation that the approved services were delivered and approved consistent with the provisions contained in the Agreement between PROYOUTH and the instructor.
- l. PROYOUTH may submit to the DISTRICT a monthly invoice, as well as quarterly attendance reports, as specified in Section 3(a) of this Agreement. PROYOUTH shall also furnish to DISTRICT an evaluation and progress report as specified in Section 3(c) of this Agreement, and such statements, records, reports, data, and information as the DISTRICT

may reasonably request pertaining to the matters of this Agreement.

- m. DISTRICT shall at all times maintain control and direction over the scope of work and deliverables being performed under this Agreement. DISTRICT reserves the right to change or delete the tasks to be performed within the scope of work to be performed by PROYOUTH and any required due dates consistent with the Grants or state directives. PROYOUTH understands that these are state and federal grant projects and modifications to the scope of work may occur during the duration of the projects. PROYOUTH may request scope of work modifications. The request shall be in writing and contain a clear justification statement as to the need for the modification. DISTRICT will determine whether the written justification substantiates the request for modification. Modifications shall be mutually agreeable to both parties.
- n. PROYOUTH shall submit to DISTRICT such information as is available to PROYOUTH for the purpose of DISTRICT establishing and maintaining records as prescribed by the Grants with respect to matters covered by this Agreement. PROYOUTH shall establish and maintain fiscal books, account records, and data for services provided as specified in Section 4 of this Agreement. PROYOUTH's books, records, and accounts pertaining to this Agreement shall at all reasonable times be open to inspection by authorized representatives of DISTRICT, the California Department of Education, and the U.S. Department of Education, as provided in Section 4 of this Agreement.
 - i. Cost Documentation: PROYOUTH shall support all expenditures and costs pursuant to this Agreement by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement and they shall be clearly identified and readily accessible to DISTRICT.
 - ii. Fiscal Compliance: Notwithstanding any contrary provisions found elsewhere in the Agreement, PROYOUTH shall comply with all reasonable application procedures and regulations of the California Department of Education and U.S. Department of Education and in the expenditure of funds under this Agreement.
- o. PROYOUTH shall document and track all expenditures and submit requests for payment to DISTRICT, based on forms and procedures approved by DISTRICT, and consistent with the Grant budget.
- p. Evaluate, revise, and complete reports related to the operation of the HEART Program to meet the provisions of the Grants.

2. RESPONSIBILITIES OF DISTRICT:

- a. Act as the Local Education Agency Partner and Fiscal Agent for the Grants awarded to DISTRICT to implement the HEART Program at the partner schools, listed in Exhibit A.
- b. Follow all fiscal reports and auditing standards required by the California Department of Education and U.S. Department of Education, including the processing and payment of invoices submitted by PROYOUTH for the administration of the HEART Program. Payments are subject to certification or other proof satisfactory to DISTRICT that claims for reimbursement have been legally incurred by PROYOUTH in the performance of this Agreement.
- c. DISTRICT shall provide appropriate facilities, including classrooms, multipurpose room access, specialty room access, and sports field access, to meet the requirements of the PROYOUTH Expanded Learning Program at no charge to PROYOUTH.
- d. If the funded sites are unavailable for use outside of the regular 180-day school year for any reason, DISTRICT will arrange for the availability of another site(s) and transportation for students to and from that site(s). The DISTRICT will provide a school representative as the

on-site contact during the hours of Program operation.

- e. The DISTRICT will provide all required refrigeration space and other needs to facilitate the Super Snack Program.
- f. The DISTRICT will provide student assessment data to assist PROYOUTH in aligning learning activities and setting academic goal to best support students.
- g. The DISTRICT will provide custodial services for the program space provided at Program school sites.
- h. The DISTRICT will provide office and/or clerical support for program administration to promote the HEART, EDGE, and XL Programs. Support includes distribution of flyers to students/parents, as well as information on the School Messenger Auto Dialer aka TELEPARENTS.
- i. The DISTRICT will provide a location for locked supply storage and locked office space for the PROYOUTH staff, specifically for storage of confidential student materials (enrollment forms, emergency contact data, medical information, etc.) at each Program school site. This office space will have a DISTRICT provided phone for staff use for program and emergency. Should supplies and equipment be moved by DISTRICT employees from a locked supply storage and locked office space without the permission of PROYOUTH staff, and should the items be lost, stolen, or damaged, the DISTRICT will be responsible for replacement of those lost, stolen, or damaged items. Replacement of items will occur within 30 days of the loss or damage.
- j. The cost of the following services shall be paid directly by the DISTRICT: custodial labor, custodial supplies, administrative and clerical support, and utilities consumed during operation of the HEART, EDGE, and XL Programs. In the event of the DISTRICT implementing work year reduction days, custodial service and/or administrative and clerical support may not be available to PROYOUTH on those (approximately 2-5 days). In the event of Southern California Edison implementing Critical Peak Pricing Program the DISTRICT may need to invoice PROYOUTH for the additional utility costs on those (approximately 5-10 days).
- k. DISTRICT will provide all required refrigeration space and other needs facilitate the Super Snack Program.
- l. DISTRICT is committed to on-going funding support for HEART, EDGE, and XL, within the funds available to the DISTRICT.
- m. DISTRICT will permit PROYOUTH normal internet access through existing school site internet connectivity. PROYOUTH will be allowed to connect directly through existing Ethernet connections in the classroom for purposes of internet access for program purposes. DISTRICT may claim this service as an In-Kind Match/donation at the rate of \$32.50 for each elementary site per month for DISTRICT sites serviced by PROYOUTH while school is in normal session.
- n. DISTRICT will permit PROYOUTH, from time to time, to purchase materials and supplies through the DISTRICT, based on the discounts received by the DISTRICT. PROYOUTH agrees to make payment to the DISTRICT through the established PROYOUTH purchase order process within thirty (30) days of receipt of the invoice(s) from the DISTRICT.

3. REPORTS:

- a. Attendance Reports: Attendance reports record the number of students served and the number of days of Program operation per school site. PROYOUTH shall be responsible for maintaining these records and supporting documentation verifying student attendance and days of operation recorded on Attendance Reports for each school site and reporting these quarterly to SUPERINTENDENT, DISTRICT, and/or CDE.

- b. Expenditure Reports: PROYOUTH shall submit to SUPERINTENDENT, DISTRICT, and/or CDE a detailed expenditure report with documentation attached for each school site.
 - c. Evaluation Reports: Evaluation is a required key component of the afterschool program. PROYOUTH shall, consistent with the Grant provisions, collect information about results for students and families, and the services and activities offered during the afterschool program and Expanded Learning Program, and as required to the SUPERINTENDENT, DISTRICT, and/or CDE. DISTRICT shall provide PROYOUTH with raw data of reading and math scores, school day attendance, and other statistical data required by State or Federal granting agencies, from existing District assessments and databases, with any confidential student records deleted. PROYOUTH shall designate a staff person for the evaluation effort.
 - d. All reports for each school site shall be submitted by PROYOUTH to the SUPERINTENDENT, DISTRICT, and/or CDE upon the due dates established by SUPERINTENDENT, DISTRICT, and by the Grants.
4. **RECORDS AND AUDIT:** PROYOUTH shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, PROYOUTH shall maintain complete and accurate records with respect to any payments to employees or subcontractors. 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, PROYOUTH shall make such records available within Tulare County to the designated public and/or private auditor of DISTRICT, the California Department of Education, the U.S. Department of Education, and to their agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement. PROYOUTH hereby consents to on-site monitoring and personal interviews of coordinators, advisors, and HEART Program participants by appropriate DISTRICT staff.
5. **BILLING:** Invoices may be billed weekly to DISTRICT, containing an original signature, identification of school site(s), and the time-period covered. Reimbursement will be made within thirty (30) days of receipt of all items listed above. Upon request by PROYOUTH, DISTRICT shall advance funds. Said advance shall be credited in the monthly invoices.
6. **MONITORING:** DISTRICT shall have the right to monitor the products, services, and performance of PROYOUTH, in order to determine, to the best possible degree:
- a. The conditions under which the Program is successful.
 - b. Whether performance in the project is adequate to satisfy the needs of the HEART Program participants that are behind the inception of the project.
 - c. Consistent with state and federal requirements, an independent evaluation may be prepared by a mutually agreed upon provider and submitted to DISTRICT.
7. **COMPLIANCE WITH LAW:** PROYOUTH and DISTRICT shall provide services in accordance with applicable federal, state, and local laws, regulations, and directives. With respect to PROYOUTH's employees, PROYOUTH 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.

8. **COMPLIANCE WITH THE GRANTS:** This Agreement is subject to the Grants, and any additional restrictions, limitations, or conditions enacted by the California Department of Education or U.S. Department of Education, which may affect the provisions, terms, or funding of this Agreement in any manner. Both parties will adhere to the certified assurances for an after-school component as indicated in the grant applications if such assurances are not previously mentioned in this agreement. See Exhibit D & E for Certified Assurances.

9. **INSURANCE:** Prior to approval of this Agreement by DISTRICT, PROYOUTH shall file with the Clerk of the Board of Trustees of the DISTRICT evidence of the required insurance as set forth in Exhibit B attached.

10. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by both parties with the express understanding that PROYOUTH will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute PROYOUTH or any of its agents, employees, or officers as an agent, employee, or officer of DISTRICT.

PROYOUTH agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of DISTRICT. Subject to any performance criteria contained in this Agreement, PROYOUTH shall be solely responsible for determining the means and methods of performing the specified services and DISTRICT shall have no right to control or exercise any supervision over PROYOUTH as to how the services will be performed. As PROYOUTH is not DISTRICT's employee, PROYOUTH is responsible for paying all required state and federal taxes. DISTRICT will not:

- a. Withhold FICA (Social Security) from PROYOUTH's payments.
- b. Make state or federal unemployment insurance contributions on behalf of PROYOUTH.
- c. Withhold state or federal income tax from payments to PROYOUTH.
- d. Make disability insurance contributions on behalf of PROYOUTH.
- e. Obtain unemployment compensation insurance on behalf of PROYOUTH.

Notwithstanding this independent contractor relationship, DISTRICT shall have the right to monitor and evaluate the performance of PROYOUTH to assure compliance with this Agreement. PROYOUTH may contract with DISTRICT for special services. PROYOUTH and DISTRICT shall arrange for compensation through DISTRICT for these special services.

11. **FINGERPRINTING REQUIREMENTS:**

- a. Pursuant to California Education Code § 45125.1(d) before any agents, employees, or volunteers of PROYOUTH may enter school grounds where they may have any contact with pupils, PROYOUTH shall submit fingerprints of its employees and volunteers in a manner authorized by the California Department of Justice and the requirements of each school district. PROYOUTH shall not permit any employee to come in contact with pupils of any partner schools until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code § 45122.1.
- b. In a form provided by partner schools, PROYOUTH shall certify in writing, under penalty of perjury, that it has complied with the requirements of Education Code § 45125.1, and that none of its employees who may come in contact with pupils have

been convicted of a felony as defined in Education Code § 45122.1, based upon the information PROYOUTH has received from the Department of Justice.

- c. PROYOUTH shall impose the foregoing requirements on any subcontractors or assignees.

12. INDEMNIFICATION: PROYOUTH and DISTRICT each agree to hold harmless, defend, and indemnify the other from and against any claims, actions, costs, losses, damages, or liability of any kind, including death or injury to any person or damage to any property arising out of their duties, acts, or omissions, or those of their respective officers, employees, volunteers, or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This indemnification specifically includes any claims that may be made against DISTRICT by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against DISTRICT alleging civil rights violation by PROYOUTH under Government Code § 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue in full force and effect beyond the term of this Agreement or any extension of this Agreement.

13. CONFLICT OF INTEREST: PROYOUTH agrees, at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interests or appearance of conflicts of interests, including, but not limited to Government Code § 1090 et seq., and the Political Reform Act, Government Code § 81000 et seq., and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including PROYOUTH for this purpose, from the making of any decision on behalf of DISTRICT in which such officer, employee, or consultant has a direct or indirect financial interest. A violation can occur if the public officer, employee, or consultant participates in or influences any DISTRICT decision that has the potential to confer any pecuniary benefit, on PROYOUTH or any business firm in which PROYOUTH has an interest, with certain narrow exceptions. PROYOUTH agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the DISTRICT designated representative and provide all information needed for resolution of this question.

14. TERMINATION: DISTRICT's obligation to support the HEART Program as provided in this Agreement is dependent upon the availability of funding. In the event that DISTRICT determines that it does not have adequate funding to continue the Program, this Agreement shall terminate immediately upon DISTRICT giving notice thereof pursuant to Section 17 of this Agreement, and DISTRICT shall have no further rights or obligations hereunder. 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 this Agreement.

- a. Without Cause: Either party shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.
- b. With Cause: This Agreement may be terminated by either party should the other party:
 - i. be adjudged bankrupt, or
 - ii. become insolvent or have a receiver appointed, or
 - iii. make a general assignment for the benefit of creditors, or

- iv. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- v. materially breach this Agreement.

For any of the occurrences except item (v), termination may be effected upon written notice by the terminating party specifying the date of the termination.

Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination.

If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

- c. **Effects of Termination:** Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Expenses incurred and rendered prior to the date of termination will be due and payable to PROYOUTH by the DISTRICT.

- 15. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between PROYOUTH and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.
- 16. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.
- 17. **NOTICES:** PROYOUTH'S representative for the administration of this Agreement shall be the Chief Executive Officer (CEO) of PROYOUTH. DISTRICT's representative for the administration of this Agreement shall be the SUPERINTENDENT or Designee of the DISTRICT. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personal delivery, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

DISTRICT:
Superintendent
OAK VALLEY Union Elementary School District
School District
9637 Avenue 196

Tulare, CA 93274
Fax No. (559) 688-0640
Telephone No. (559) 688-0648

PROYOUTH:

Chief Executive Officer
ProYouth
608 E. Center Ave
Visalia, CA 93292
Fax No. (559) 741-4886
Telephone No. (559) 374-2030

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

18. **CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code § 1654 shall not apply to address and interpret any uncertainty.
19. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
20. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and is to be performed in the County of Tulare, California.
21. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
22. **EXHIBITS AND RECITALS:** The Recitals and Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
23. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.
24. **FURTHER ASSURANCES:** Each party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
25. **ASSURANCES OF NON-DISCRIMINATION:** PROYOUTH 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.

26. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, DISTRICT is relying on the personal skill, expertise, training, and experience of PROYOUTH and PROYOUTH's employees and no part of this Agreement may be assigned or subcontracted by either party without the prior written consent of the other party.
27. **POLITICAL ACTIVITY PROHIBITED:** None of the funds, materials, property, or services provided directly or indirectly under the Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office.
28. **LOBBYING PROHIBITED:** None of the funds provided under the Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the Congress of the United States of America or the Legislature of the State of California.
29. **MATCH (IN-KIND OR CASH):** In compliance with ASES grant regulations, the DISTRICT commits to contributing an annual In-Kind and/or Cash Match of no less than a third of every school site's grant award. The DISTRICT shall provide PROYOUTH with monthly reports verifying the In-Kind Match. If an In-Kind Match cannot be met, a portion or all of the remaining required Match can be made payable to PROYOUTH as a Cash Match in the form of a check. The DISTRICT will provide the In-Kind documentation or check to PROYOUTH no less than thirty (30) days prior to the final reporting date of the Grants. Should additional Match reporting be requested and required by the Federal or State government(s), the DISTRICT agrees to provide documentation to PROYOUTH within thirty (30) days of their request.
30. **Transportation:** The DISTRICT and PROYOUTH Expanded Learning authorizes the use of DISTRICT or DISTRICT approved buses to transport PROYOUTH students. PROYOUTH will compensate the DISTRICT up to \$21,250 annually for student transportation effective for the fiscal year July 1, 2021 through June 30, 2022. This amount is determined by the funding awarded to PROYOUTH through the 21st Century Community Learning Center (CCLC) Equitable Access Grant. All existing provisions of the Agreement between the DISTRICT and PROYOUTH for the period July 1, 2019 through June 30, 2024 remain in effect during the time period covered by this Addendum.
31. **STATEMENT OF COMPLIANCE:** By signing this contract, PROYOUTH hereby certifies under penalty of perjury under the laws of the State of California that PROYOUTH will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350 et seq.) and will provide a drug-free workplace.

By signing this contract, PROYOUTH certifies under penalty of perjury under the laws of the State of California that PROYOUTH has, unless exempted, complied with the nondiscrimination program requirements of Government Code § 12990 and Title 2, California Code of Regulations.

TERM: This Agreement shall become effective **July 1, 2021** and shall terminate on **June 30, 2022**, unless terminated earlier as provided in this Agreement.

THE PARTIES, having read and considered the above provisions, indicate their agreement

by their authorized signatures below.

OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT

BY: _____

Superintendent

PROYOUTH

BY: _____

Dr. Marie Pinto, Chief Executive Officer

7.37.4

CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – July 2021

District Name: _____

Contact Name: _____ Phone: _____ Email: _____

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 6157	Distance Learning	Delete BP <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
BP 6158	Independent Study		
AR 6158	Independent Study		

CSBA POLICY GUIDE SHEET

July 2021

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

DELETE - Board Policy 6157 - Distance Learning

Policy deleted due to expiration of emergency legislation that temporarily waived apportionment requirements to permit distance learning for the 2020-2021 school year.

Board Policy 6158 - Independent Study

Policy updated to reflect **NEW LAW (AB 130, 2021)** which requires all districts, for the 2021-22 school year, to offer independent study to meet the educational needs of students unless a waiver is obtained and to adopt policy with specified components in order to generate apportionment for independent study. Policy updates the minimum period of time permitted for independent study to be three consecutive school days, requires an evaluation to determine if the student should continue in independent study if the student fails to make satisfactory educational progress, and requires that content be aligned to grade level standards including the requirement for high schools to offer access to all courses offered by the district for graduation and approved as creditable for A-G admission criteria. Policy also updated to include the requirement for live interaction and/or synchronous instruction based on grade level, tiered reengagement strategies for students not generating attendance for a specified period of time, expeditious transition for students whose families wish to return to in-person instruction, notice to parents/guardians of specified information, the provision of a student-parent-educator conference, upon request, prior to enrollment and/or disenrollment, and the keeping of additional records including documentation of each student's participation in live interaction and synchronous instruction on each school day, as applicable. Policy updated to include material formerly in the AR regarding requirements for independent study and written agreements as well as new requirements regarding the same, including that written agreements must include a detailed statement of academic and other supports that will be provided to address the needs of particular students, that the agreement may be signed electronically as specified, and that, for the 2021-22 school year, the written agreement must be signed no later than 30 days after the first day of instruction. Policy updated to include material formerly in the AR regarding course-based independent study and to generally align the requirements of course-based independent study with the requirements for general independent study.

Administrative Regulation 6158 - Independent Study

Regulation updated to reflect **NEW LAW (AB 130, 2021)** which includes, adding definitions for "live interaction," "student-parent-educator conference" and "synchronous instruction," the requirement for all districts for the 2021-22 school year to offer independent study to meet the educational needs of students unless the district has obtained a waiver, that independent study may be offered to students whose health would be put at risk by in-person instruction as determined by the parent/guardian, the assurance of access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work, and the documentation of each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable. Material regarding requirements for independent study, written agreements and course-based independent study moved to BP.

INDEPENDENT STUDY

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

(cf. 0420.4 - Charter School Authorization)

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

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days.

General Independent Study Requirements

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

INDEPENDENT STUDY (continued)

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6200 - Adult Education)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction

INDEPENDENT STUDY (continued)

2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

INDEPENDENT STUDY (continued)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year

INDEPENDENT STUDY (continued)

6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

INDEPENDENT STUDY (continued)

Course-Based Independent Study

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

(cf. 4112.2 - Certification)

3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.
4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other

INDEPENDENT STUDY (continued)

indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

(cf. 5125 - Student Records)

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

INDEPENDENT STUDY (continued)

10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5

INDEPENDENT STUDY (continued)

2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.

INDEPENDENT STUDY (continued)

11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study

INDEPENDENT STUDY (continued)

2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

(cf. 3580 - District Records)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

INDEPENDENT STUDY (continued)

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

(cf. 0500 - Accountability)

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

(cf. 6162.5 - Student Assessment)

Legal Reference: (see next page)

INDEPENDENT STUDY (continued)

Legal Reference:

EDUCATION CODE

17289 Exemption for facilities
41020 Audit guidelines
41976.2 Independent study programs; adult education funding
42238 Revenue limits
42238.05 Local control funding formula; average daily attendance
44865 Qualifications for home teachers and teachers in special classes and schools
46200-46208 Instructional day and year
46300-46307.1 Methods of computing average daily attendance
46390-46393 Emergency average daily attendance
46600 Interdistrict attendance computation
47612-47612.1 Charter school operation
47612.5 Independent study in charter schools
48204 Residency
48206.3 Home or hospital instruction; students with temporary disabilities
48220 Classes of children exempted
48340 Improvement of pupil attendance
48915 Expulsion; particular circumstances
48916.1 Educational program requirements for expelled students
48917 Suspension of expulsion order
49011 Student fees
51225.3 Requirements for high school graduation
51745-51749.6 Independent study programs
52060 Local control and accountability plan
52522 Adult education alternative instructional delivery
52523 Adult education as supplement to high school curriculum; criteria
56026 Individuals with exceptional needs
58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550-6552 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

6311 State plans

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

Management Resources: (see next page)

INDEPENDENT STUDY (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Elements of Exemplary Independent Study

California Digital Learning Integration and Standards Guidance, April 2021

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

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

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

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

INDEPENDENT STUDY**Definitions**

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5. (Education Code 51745.5)

Educational Opportunities

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

(cf. 6143 - Courses of Study)

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel

(cf. 5112.3 - Student Leave of Absence)

5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

INDEPENDENT STUDY (continued)

6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction

(cf. 0420.4 - Charter School Authorization)

(cf. 6142.4 - Service Learning/Community Service Classes)

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

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

(cf. 5113 - Absences and Excuses)

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

(cf. 6146.1 - High School Graduation Requirements)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

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

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation.

INDEPENDENT STUDY (continued)

For the 2022-23 school year and thereafter, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

(cf. 5111.1 - District Residency)

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

(cf. 6183 - Home and Hospital Instruction)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

(cf. 6200 - Adult Education)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

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

(cf. 6184 - Continuation Education)

INDEPENDENT STUDY (continued)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study

INDEPENDENT STUDY (continued)

6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

INDEPENDENT STUDY (continued)

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day for which independent study is provided

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

7.5

Houston Insurance Services

P.O. Box 1128
Exeter, CA 93221
Phone 559-688-2874 Mobile (559) 303-5777

DATE: June 21, 2021
INVOICE # 4543
FOR: 2021/22 Central
Tulare County
Schools JPA

Bill To:
Oak Valley Union School District
24500 Road 68
Tulare, CA 93274

DESCRIPTION	AMOUNT
Safety National Liability \$4,250,000 excess of \$750,000 SIR	\$36,462.00
Excess Liability to \$25,000,000 Excess of \$5,000,000	
Alliant Property Insurance Program (APIP) \$250,000 SIR	
Central California Schools Authority Loss Fund Contribution \$750K x \$250K	
Administration Expense	
Risk Management Expense	
Crime Coverage	
<u>Premiums are due by July 21, 2021. Please meet this deadline.</u>	
TOTAL	\$36,462.00

Please make all checks payable to **Houston Insurance Services**
If you have any questions concerning this invoice please contact Turner Houston (559) 688-2874

THANK YOU FOR YOUR BUSINESS!



Heather Pilgrim <h.pilgrim@oakvalleyschool.org>

Oak Valley SD, CTCS JPA 2021-22 Premium Invoice

turner houston <hidlc@gmail.com>

Wed, Jul 7, 2021 at 12:23 PM

To: Heather Pilgrim <h.pilgrim@oakvalleyschool.org>

Hello Heather,

I added a new Security Ware System called BitFinder to our c0mputer system and apparently it sent some emails to spam, oops.....! I think it is resolved now.

The premium breakdown is as follows;

Liability \$15,429

CCSA Loss Fund Contribution \$1757

Property \$12,337

CTCS Administration/Broker \$4642

CCSA Administration \$733

Risk Management \$1339

Crime Coverage \$225

Total \$36,462

Please contact me with questions.

Thank you Heather,

TURNER HOUSTON
PLAN ADMINISTRATOR/ BROKER
Houston Insurance Services
P.O. Box 1178
Exeter, CA 93221

Office (559) 688-2874

Mobile (559) 303-5777

[Quoted text hidden]



PLEASE REMIT TO:

Aeries Software
770 The City Dr. S.
Suite 6500
Orange, CA 92868

BILL TO

Oak Valley Union Elementary School District
24500 Road 68
Attn: Accounts Payable
Tulare, CA 93274

Message:

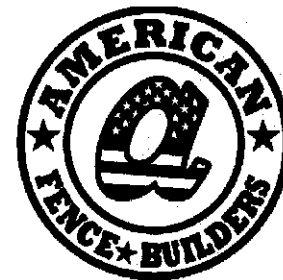
INVOICE NO. M&S-8102
DATE 07/01/2021
TERMS Net 30
P.O. NO.

Please make all checks payable to Aeries Software and include a copy of this invoice with your check. If you have any questions, please contact Connie Castillo at conniec@aeries.com or (888) 487-7555

Quantity	Description	Unit Price	Start Date	End Date	Total Amount
1	Software License/Support Subscription	1,815.00	07/01/2021	06/30/2022	\$1,815.00
1	Aeries Online Enrollment	2,000.00	07/01/2021	06/30/2022	\$2,000.00
1	Aeries Communications	3,000.00	07/01/2002	06/30/2022	\$3,000.00
1	Configuration of Aeries Communications	1,000.00			\$1,000.00
SUBTOTAL					7,815.00
TOTAL					7,815.00
AMOUNT RECEIVED					\$0.00
AMOUNT DUE					\$7,815.00

American Fence Builders, Inc.
1826 N West St
Tulare, CA 93274 US
559.685.1094
americanfencebuilder@gmail.com

Estimate

**ADDRESS**

OAK VALLEY ELEMENTARY
SCHOOL
24500 RD. 68
TULARE, CA 93274

ESTIMATE #	DATE	EXPIRATION DATE
2150	07/02/2021	07/05/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	CHAIN LINK FENCE 4'H	INSTALL 4'H CHAIN LINK FENCE (ALL BLACK MATERIALS) -BASED ON 89' ON ONE RUN -BASED ON 81' ON ONE RUN -PROVIDE AND INSTALL (1) 5'W X 4'H SWING GATE -MEASUREMENTS BASED ON PHONE CALL PER LIONEL -LABOR AND MATERIALS INCLUDED	1	9,363.60	9,363.60

THANK YOU!

TOTAL

\$9,363.60

PRICES ARE SUBJECT TO CHANGE

Accepted By

Accepted Date

Thank you for your business!



www.TRIVAD.com

1350 Bayshore Highway, Suite 450
Burlingame, California 94010
T. 650-286-1086 F. 650-286-1686

Certified Small Business: SBA, NCMSDC, WBENC
100% Minority, Woman-Owned Business
Quality Certs: AS9100 REV.D, AS9120, ISO 9001

Quote Date	5/17/2021
Quote ID	020Q10164
Expiration	7/25/2021
Terms	
FOB	Origin
Ship Method	Ground
Lead Time	

Sold To

Oak Valley Union School District
Jesse Tobias
24500 Road 68
Tulare, CA 93274

559-688-2908

Jesse.Tobias@oakvalleyschool.org

Ship To

Oak Valley Union School District
Jesse Tobias
24500 Road 68
Tulare, CA 93274

559-688-2908

Jesse.Tobias@oakvalleyschool.org

Prepared By

Peter Ridenour
1350 Bayshore Hwy
Suite 799
Burlingame, CA 94010

(650) 286-1086 x1244

PRidenour@trivad.com

Item #	Qty	Description	Unit Price	Ext. Price
--------	-----	-------------	------------	------------

1-Year Support Option

1	1	1YR ADVANCED GATEWAY SECURITY LICs SUITE BNDL FOR NSA 5600	\$9,262.00	\$9,262.00
		Term Date 7/25/2022		

3-Year Support Option

2	1	3YR ADVANCED GATEWAY SECURITY LICs SUITE BNDL FOR NSA 5600	\$22,228.00	\$22,228.00
		Term Date 7/25/2024		

Device Upgrade with 3-Year Support Option

3	1	NSA 5650 FIREWALL PERP WITH 3YR AGSS UPGRADES ONLY	\$23,104.00	\$23,104.00
---	---	--	-------------	-------------

Notes

Please contact me if I can be of further assistance.

SubTotal	\$54,594.00
Tax	\$1,906.08
Shipping	\$0.00
Total	\$56,500.08

Proposal Acceptance

Customer signature authorizes TRIVAD to order from this quote in place of a purchase order. TRIVAD still requires an official purchase order be faxed, emailed, or mailed to TRIVAD within 10 days of processing the order via a signed quote. All products will be invoiced upon shipping confirmation.

Authorized Signature: _____ Title: _____

Print Name: _____ Date: _____

MANGINI

ARCHITECTURE
INGENUITY

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

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

McLAIN BARENG MORRELLI SCOTT

PROJECT BUDGET SUMMARY

PROJECT: Site Improvements at Oak Valley Elementary		PROJ. NO.: 2147
CLIENT: Oak Valley Union School District		DATE: 6.7.21
PHASE: Schematic		BLDG. AREA (sf):
A. SITE		
1. Purchase Price of Property	\$ -	
2. Appraisal	\$ -	
3. Escrow	\$ -	
4. CDE Site Studies / Site Acquisition Due Diligence Studies	\$ -	
5. CEQA Compliance / Site Acquisition Project Management	\$ -	
6. Geohazard Report	\$ -	
7. Phase 1 - Environmental Site Assessment / Phase 2 - Sampling Activities	\$ -	
8. Preliminary Endangerment Assessment	\$ -	
9. DTSC Fees and Response Action	\$ -	
10. Hazardous Material Investigation (asbestos, lead, Pcb, Ocp)	\$ -	
11. Geotechnical Investigation / Report	\$ 5,000.00	Budget
12. Topographic Survey	\$ 10,000.00	Budget
13. Utility Connection Fees (power, water, storm drain, gas, sewer, telephone, cable TV)	\$ -	
14. Impact Fees	\$ -	
15. Eligibility Consultant	\$ -	
16. Financial Consultant	\$ -	
17. Site Clearing / Demolition	\$ -	
18. Bond Costs	\$ -	
19. Temporary Housing / Relocation	\$ -	
20. Legal Fees	\$ -	
SITE SUBTOTAL →		\$ 15,000
B. DESIGN AND APPROVAL		
1. Architect's Fee (OPSC Sliding Scale for Site Development)	\$ 47,102.56	
2. Architect's Reimbursable Costs (Mileage, Bidding Documents Reproduction)	\$ 5,000.00	Budget
3. Architect's LEED / CHPS / HPI Services	\$ -	
4. DSA Review Fee	\$ 8,153.75	
5. CDE Review Fee	\$ -	
6. CGS Review Fee	\$ -	
7. City / County Review / Inspection Fee	\$ 10,000.00	Budget
8. Health Department Review Fee	\$ -	
DESIGN AND APPROVAL SUBTOTAL →		\$ 70,000
C. PROBABLE CONSTRUCTION COST - BY GENERAL CONTRACTOR		
1. Multi-use Parking Lot/Bus Drop-off + Waiting Area (approx. 25,970 sf x \$15/sf)	\$ 389,550.00	
2. New sign & waiting area (approx. 2,355 sf x \$15/sf)	\$ 35,325.00	
3. New Accessible Parking at Front Parking Lot (approx. 730 sf x \$20/sf)	\$ 10,950.00	
4. New Parking Lot Entry Barrier Gates (5 sets x \$2,000 ea.)	\$ 10,000.00	
5. General Requirements, Overhead, Bond, Insurance, Supervision, Etc. 7%	\$ 31,207.75	
6. Construction Contingency 10%	\$ 47,703.28	
PROBABLE CONSTRUCTION COST SUBTOTAL →		\$ 524,736
D. OWNER PROVIDED CONSTRUCTION AND TESTING		
1. Data / Communications by Owner	\$ -	
2. Intrusion Alarm by Owner	\$ -	
3. Hazardous Materials Removal by Owner	\$ -	
4. Construction Testing / Special Inspection	\$ 8,000.00	Budget
5. Inspector of Record (\$8,000/month x 2 months)	\$ 16,000.00	Budget
6. Commissioning Agent	\$ -	
7. SWPPP, Dust Control Plan, Indirect Source Review	\$ 2,500.00	Budget
8. Fixtures, Furniture and Equipment	\$ -	
9. Bid Advertising	\$ 10,000.00	Budget
OWNER PROVIDED CONSTRUCTION AND TESTING SUBTOTAL →		\$ 36,500
Budget Contingency (5%) →		\$ 32,000
TOTAL PROJECT BUDGET →		\$ 678,000

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

MANGINI

ARCHITECTURE
INGENUITY

McLAIN BARENG MORRELLI SCOTT

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

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

Architect's Project No.: 2147

**AGREEMENT BETWEEN
OWNER AND ARCHITECT FOR**

**SITE IMPROVEMENTS AT
OAK VALLEY ELEMENTARY SCHOOL**

AGREEMENT made as of July 7, 2021

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

OAK VALLEY UNION SCHOOL DISTRICT
24500 Road 68
Tulare, CA, 93274

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

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

For the following **Project**:

SITE IMPROVEMENTS AT OAK VALLEY ELEMENTARY SCHOOL
24500 Road 68
Tulare, CA 93274

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 reconstruction of an existing parking lot with other related on-site and off-site improvements at Oak Valley Elementary School in Tulare, California.

1.4 FINANCIAL INFORMATION

1.4.1 The Owner's budget for the Project is \$678,000 based on the Architect's preliminary Project Budget Summary dated 6/7/2021.

1.4.2 The Initial Cost of the Work for the Project as defined in Section 6.1 is based on \$525,000.

1.4.3 The Owner will fund the Project.

1.5 SCHEDULE INFORMATION

1.5.1 The Owner intends to use the Project when completed.

1.6 PROCUREMENT INFORMATION

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

1.7 OTHER PROJECT INFORMATION

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

ARTICLE 2 - ARCHITECT'S RESPONSIBILITIES

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

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

2.3 COMPLIANCE WITH LAW

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

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

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

ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES

3.1 BASIC SERVICES

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

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

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

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

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

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

3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

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

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

3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

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

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

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

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

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

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

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

3.5 AGENCY APPROVAL PHASE SERVICES

3.5.1 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 Contractor, including the amount to be retained from the Contract Sum,

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

3.7.7 Evaluation of Claims

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

ARTICLE 4 - ADDITIONAL SERVICES

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

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

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

4.3 Additional Services

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

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

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

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

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

4.3.6 Providing financial feasibility or other special studies.

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

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

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

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

4.3.30 Providing 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:

9.0% of the first	\$	500,000.00
8.5% of the next	\$	500,000.00
8.0% of the next	\$	1,000,000.00
7.0% of the next	\$	4,000,000.00
6.0% of the next	\$	4,000,000.00
5.0% 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	9.0%	\$ 500,000.00	\$	45,000.00
500,000	8.5%	\$ 25,000.00	\$	2,125.00
1,000,000	8.0%	\$ -	\$	-
4,000,000	7.0%	\$ -	\$	-
4,000,000	6.0%	\$ -	\$	-
Remainder	5.0%	\$ -	\$	-
Probable Construction Cost →		\$ 525,000.00		
		Fee Sub-total →	\$	47,125.00
		Initial Basic Services Compensation →	\$	47,125.00

11.1.3 Adjustments to Basic Services Compensation:

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

11.2 PROGRESS PAYMENTS

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

Schematic Design Phase:	10%
Design Development Phase:	20%
Construction Documents Phase:	35%
Agency Approval Phase:	5%
Bidding Phase:	5%
<u>Construction Phase:</u>	<u>25%</u>
Total Basic Compensation:	100%

11.3 ADDITIONAL SERVICES

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

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

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

11.4 HOURLY BILLING RATES

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

Standard Hourly Billing Rates Schedule:

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

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

11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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

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

11.6 PAYMENTS TO THE ARCHITECT

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

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

11.7 PAYMENTS WITHHELD

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

11.8 ARCHITECT'S ACCOUNTING RECORDS

11.8.1 Architect shall maintain complete and accurate records showing all hours worked with respect to the services rendered and the costs incurred under this Agreement, including but not limited to Reimbursable Expenses and expenses pertaining to Additional Services. In addition, the Architect shall maintain complete and accurate records

with respect to any payments to employees or subcontractors. Architect shall also be responsible for Architect's consultants keeping similar records. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Architect shall make such records available within Tulare 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: Oak Valley Union School District
Attn: Heather Pilgrim
24500 Road 68
Tulare, California 93274

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

ARTICLE 14 - SCOPE OF THE AGREEMENT

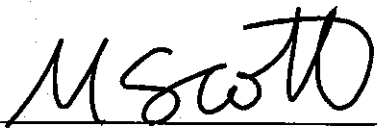
14.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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.

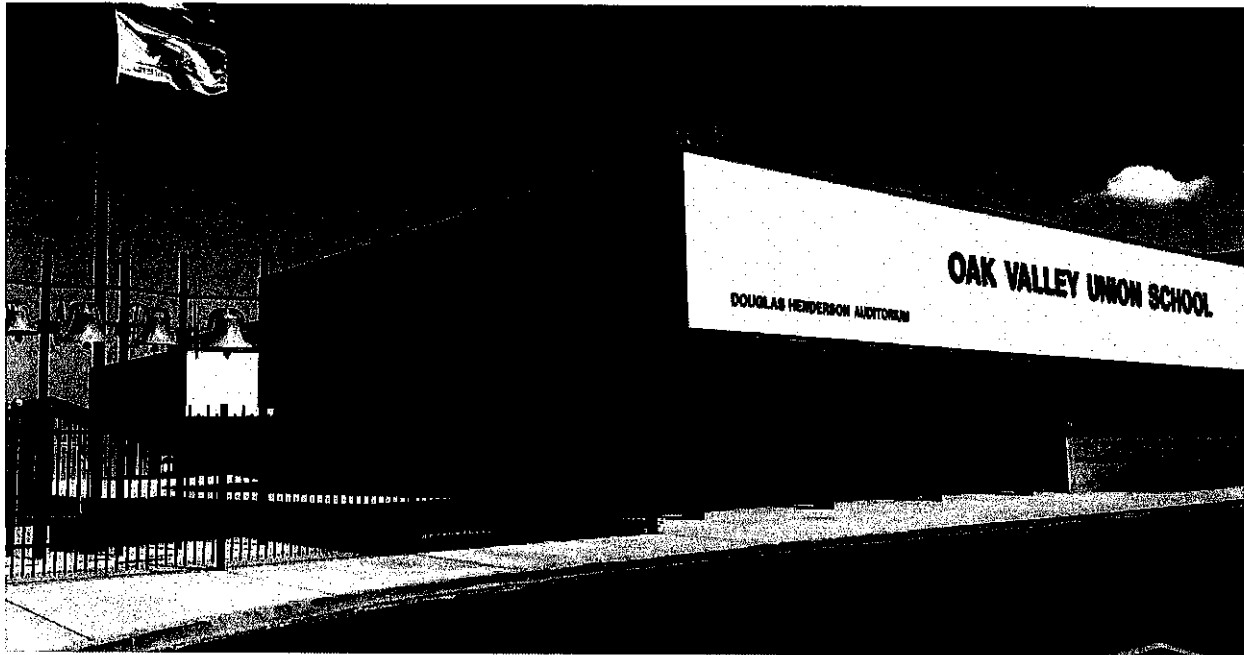
OWNER
OAK VALLEY UNION SCHOOL DISTRICT

ARCHITECT
MANGINI ASSOCIATES INC.

By: _____
Heather Pilgrim Ed.S., Superintendent

By:  _____
Michael J. Scott, Officer, C34290

We are pleased to submit the following HD Commercial Video System Proposal for:



Matthew Baxter for:

Oak Valley School

24500 Road 68 • Tulare, CA 93274

559.688.2908 office

m.baxter@oakvalleyschool.org

Prepared by:

Giotto's Alarm-Tech, Inc.

Danny Giotto

Danny@giottosalarmtech.com

559.688.7618 office

559.331.2031 mobile

Giotto's Alarm-Tech, Inc.

1100 Security Court
Tulare, CA 93274
559.688.7618 office
ACO7536

System Design For

Oak Valley School
24500 Road 68
Tulare, CA 93274
559.688.2908 office

B62113**New Commercial HD Video Surveillance System Phase I**

1	exacqVision Professional A-Series 12 TB IP Win 10 2U Rackmount Server ExacqVision IP04-12T-R2A	\$4,649.00
1	A series - i7 CPU Upgrade ExacqVision 500040361	\$1,162.00
24	Pre-Installed IP Camera Licenses ExacqVision EVIP-01	\$3,864.00
1	8 Port KVM Rackmount Switch w/ Cables TESmart TES8KVM	\$390.00
1	43" Full HD Direct-lit LED Commercial Display Viewsonic CDE4302	\$608.00
1	TV Wall Mount with Low Profile Design for 32-70 inch TVs ECHOGEAR EGLT1-BK	\$45.00
2	24" Full HD LED Backlit Displays Viewsonic VX2457MHD	\$682.00
1	1000va / 500 Watt UPS Tripp-Lite SMART1000LCD	\$214.00
6	8MP IR Varifocal Dome Network Cameras (Replacements) ENS Security SIP48D3AMZH	\$2,490.00
6	Dome Camera Wall Mount Brackets ENS Security ES1473ZJ155	\$216.00
11	8MP 2.8-12mm Ultra-Low Light IP Bullet Color Cameras (Addition) ENS Security SIP48B5AMZH	\$4,565.00
11	Bullet Camera Back Boxes ENS Security ES1260ZJ	\$231.00
8	8MP IR Varifocal Dome Network Cameras (Addition) ENS Security SIP48D3AMZH	\$3,320.00
8	Dome Camera Wall Mount Brackets ENS Security ES1473ZJ155	\$288.00

3	Quad 4x5MP EXIR Flexible PanoVu Network Cameras (Addition) ENS S SIPSP5(4)/MZ	\$4,500.00
3	PTZ and Quad PanoVu Wall Mount Brackets ENS Security ES1602ZJ	\$111.00
84	CAT-5 Ice Cube RJ45 Connectors LEVITON EZRJ45	\$84.00

PROJECT SUMMARY

Equipment Total	\$27,419.00
Cable & Hardware	\$6,865.58
Installation Total	\$18,351.50
Tax	\$2,262.07
TOTAL INSTALLED	\$54,898.15

This Job has been bid at current Prevailing Wage

***This proposal assumes we will be allowed to use the schools existing
POE switches for the video system***

Minimum 3 mbps Internet Upload Speed will be required for remote access to cameras

****** This video server will ONLY accept HD cameras (No Analog) ******

This server comes with 3 years Software Support and Updates included.

Please sign and return this proposal for acceptance & scheduling.

Sign: _____ Date: _____

Product Details

exacqVision Professional A-Series 12 TB IP Win 10 2U Rackmount ServerIP04-12T-R2A

IP 2U recorder with 4 IP cameras licenses (64 max), exacqVision Professional or Enterprise client, server, web/mobile software pre-installed with 3 years software upgrades and hardware warranty, Win10 or Ubuntu Linux 16.04 on SSD, HDMI, DVI-I, DisplayPort (2 max simultaneous), Dual GB NICs. Keyboard and mouse included.



8 Port KVM Rackmount Switch w/ Cables

TES8KVM

- Share Your Monitor, Keyboard & Mouse Between 8 Computers - Saved you a lot of money, not having to buy more monitors and keyboards (not to mention the space required for all the extra hardware)
- Easy to Switch in Multiple Ways - 1. Front Panel Buttons, 2. IR Remote Control, 3. Keyboard Hot Keys, 4. Mouse Gesture Fast Switch, 5. Auto Switching in a specified time interval (adjustable), 6. RS232/ IP commands
- Extra USB 2.0 and Rack Ears- Able to share a USB HUB, printer, headphones/microphone, storage, webcam, and backup USB drives etc between PC's, With 2 Pcs Rack Ears perfect use for Standard 1U 19-inch Cabinet/Rack
- Multiple Operating Systems



43" Full HD Direct-lit LED Commercial Display

CDE4302

The ViewSonic CDE4302 is a 43" commercial display with direct LED backlight technology. Featuring Full HD 1080p resolution, 350-nit brightness, and wide viewing angles, a display embedded media player for USB multimedia playback and 2 HDMI ports, VGA, RS232, VESA-compliant mounting capability.
Dimensions: 38.1" w 22" h 2.4" d



24" Full HD LED Backlit Display

VX2457MHD

ViewSonic VX2457-MHD 24" Full HD 1080P AMD FreeSync Gaming Monitor, 1000:1, 300cd/m2, HDMI, VGA, DisplayPort, Built-in Speaker, VESA Mountable



1000va / 500 Watt UPS

SMART1000LCD

Supports a basic desktop PC up to 60 minutes during power outage
Features 8 protected outlets - 4 battery-protected, 4 surge-only
Offers automatic voltage regulation (AVR)
LCD screen reports real-time UPS and power status
Plugs into any NEMA 5-15R socket



8MP 2.8-12mm Ultra-Low Light IP Bullet Color Cameras (AdditiIP48B5AMZH)

8MP, 2688x1520@30fps, 2.8-12mm, 0.018 Lux @ F1.6, Matrix IR 2.0, H.265, H.265+, H.264, H.264+ Ready, True WDR 120dB, IP67 & IK10, MicroSD Slot up to 128GB, Audio I/O, Alarm I/O, DC 12V, PoE, Junction Box Included



Bullet Camera Back Box

ES1260ZJ

Aluminum alloy material with surface spray treatment
Waterproof Design
Junction Box for Bullet Camera
Appearance: White
Material: Aluminum Alloy
Dimension: 157x185x51.5mm
Weight: 621g



8MP IR Varifocal Dome Network Cameras (Addition)

SIP48D3AMZH

1/2.5" progressive scan CMOS
3840 × 2160 @15 fps
Up to 50 m IR range
2.8~12mm varifocal lens
2 Behavior analyses
H.265+, H.265, H.264+, H.264
IP67, IK10
120 dB WDR (Wide Dynamic Range)
BLC/3D DNR/ROI/HLC



Dome Camera Wall Mount Bracket

ES1473ZJ155

Material: Aluminum alloy
Color: Hik white
Dimension: 155 mm × 183.5 mm × 240 mm (6.1" × 7.22" × 9.45")
Weight: 650 g (1.4 lb.)



Quad 4x5MP EXIR Flexible PanoVu Network Cameras

SIPSP5(4)/MZ

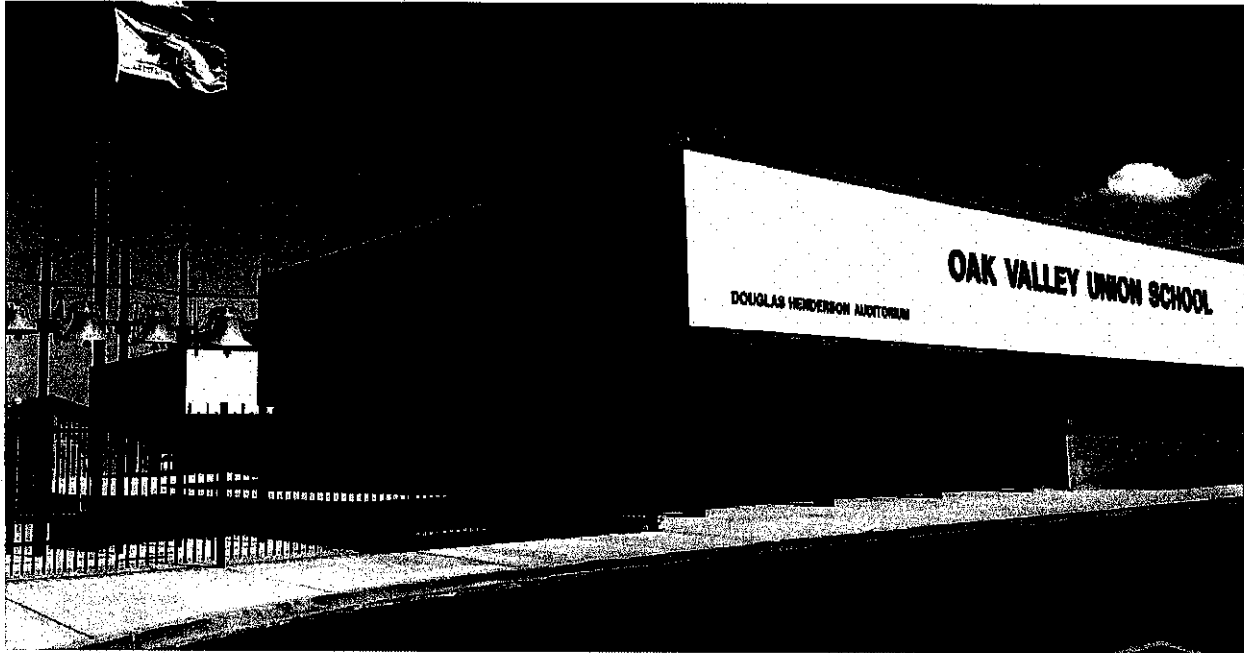
1/2.7" Progressive Scan CMOS
2560 × 1920 @ 25fps
FOV: horizontal 30° to 101°, vertical 22.4° to 73°, diagonal field of view: 37° to 137°
H.265, H.264, H.265+, H.264+
Fiber optical transmission, optional
10 m to 30 m IR range
IP67, IK10
4 flexible lens
6 behavior analyses, 4 exception detection, and face detection



PTZ and Quad PanoVu Wall Mount Bracket

ES1602ZJ

We are pleased to submit the following HD Commercial Video System Proposal for:



Matthew Baxter for:

Oak Valley School

24500 Road 68 • Tulare, CA 93274

559.688.2908 office

m.baxter@oakvalleyschool.org

Prepared by:

Giotto's Alarm-Tech, Inc.

Danny Giotto

Danny@giottosalarmtech.com

559.688.7618 office

559.331.2031 mobile

Giotto's Alarm-Tech, Inc.

1100 Security Court
Tulare, CA 93274
559.688.7618 office
ACO7536

System Design For

Oak Valley School
24500 Road 68
Tulare, CA 93274
559.688.2908 office

B62114**New Commercial HD Video Surveillance System Phase II**

1	exacqVision Professional A-Series 12 TB IP Win 10 2U Rackmount Server ExacqVision IP04-12T-R2A	\$4,649.00
1	A series - i7 CPU Upgrade ExacqVision 500040361	\$1,162.00
2	Pre-Installed IP Camera Licenses ExacqVision EVIP-01	\$322.00
6	8MP 2.8-12mm Ultra-Low Light IP Bullet Color Cameras (Addition) ENS Security SIP48B5AMZH	\$2,490.00
6	Bullet Camera Back Boxes ENS Security ES1260ZJ	\$126.00
16	CAT-5 Ice Cube RJ45 Connectors LEVITON EZRJ45	\$16.00

PROJECT SUMMARY

Equipment Total	\$8,765.00
Cable & Hardware	\$1,867.20
Installation Total	\$3,683.00
Tax	\$723.11
TOTAL INSTALLED	\$15,038.31

This Job has been bid at current Prevailing Wage

**This proposal assumes we will be allowed to use the schools existing
POE switches for the video system**

Minimum 3 mbps Internet Upload Speed will be required for remote access to cameras

***** This video server will ONLY accept HD cameras (No Analog) *****

This server comes with 3 years Software Support and Updates included.

Please sign and return this proposal for acceptance & scheduling.

Sign: _____ Date: _____

Product Details



exacqVision Professional A-Series 12 TB IP Win 10 2U Rackmount Server**P04-12T-R2A**

IP 2U recorder with 4 IP cameras licenses (64 max), exacqVision Professional or Enterprise client, server, web/mobile software pre-installed with 3 years software upgrades and hardware warranty. Win10 or Ubuntu Linux 16.04 on SSD. HDMI, DVI, DisplayPort (2 max simultaneous), Dual GB NICs. Keyboard and mouse included.



8MP 2.8-12mm Ultra-Low Light IP Bullet Color Camera **SIP48B5AMZH**

8MP, 2688x1520@30fps, 2.8-12mm, 0.018 Lux @ F1.6, Matrix IR 2.0, H.265, H.265+, H.264, H.264+ Ready, True WDR 120dB, IP67 & IK10, MicroSD Slot up to 128GB, Audio I/O, Alarm I/O, DC 12V, PoE, Junction Box Included



Bullet Camera Back Box **ES1260ZJ**

Aluminum alloy material with surface spray treatment
Waterproof Design
Junction Box for Bullet Camera
Appearance: White
Material: Aluminum Alloy
Dimension: 157×185×51.5mm
Weight: 621g



7.11

Johnson Fire Protection, Inc.

Service Proposal / Change Order

TO: Oak Valley School
Tulare, CA
CONTACT: Lionel Presiado
JOB NAME & LOCATION: Fire Pump Replacement

BID DATE: 7/14/21

SCOPE OF WORK:

- 1) Johnson Fire Protection to order and purchase a new electric drive fire pump and controller to replace the existing unit.
- 2) New unit will require minor piping changes that we have included in the below amount.
- 3) JFP to set new pump and controller, make new connections with existing piping connections. JFP to tie all sensing lines to new controller JFP to arrange new flow test and start up as well as confirming proper flow.
- 4) The unit comes with a 1-year warranty against mechanical defects or failures by poor workmanship. ** The warranty does not include defects as a result of weather, improper electrical supply, or vandalism.
- 5) As of today's date all diesel fire pumps have a 6-month lead time nationwide.
- 6) All electrical connections as well as alarm connections to be done by others.
- 7) If an outdoor rated electric motor is requested please initial for the add cost of \$1,910.00

\$30,255.00 (Thirty Thousand Two Hundred Fifty-Five Dollars)

**** A \$400 trip charge will be added for any trip to the site that concludes work not able to be completed due to issues outside of our control.**

Please feel free to call me at (559)736-0563 or email josh@johnsonfirepro.com with any questions or concerns. We appreciate the opportunity to provide this proposal.

Respectfully,
Josh Johnson

Accepted by Heather Pilgrim Print Heather Pilgrim Date 7/15/2021
Customer

Billing Address and contact phone number: _____

Accepted by _____ Print Josh Johnson Date 7/14/21
JFP

By signing this proposal, it is an agreement that Johnson Fire Protection will provided all items detailed through final inspection. In addition, your signature is the agreement that all terms are agreeable to include the payment terms. No design will be started until this signed and dated proposal has been received back in our office via fax or email. The portions of work outlined in the payment schedule will not be started until the payment for the previous portion of work has been received by our accounts payable and cleared.

*Under the mechanics' lien law, any contractor, subcontractor, laborer, material men or other person who helps to improve your property and is not paid for his labor, services, or material, has the right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing before commencing work or improvement or a modification thereof, in the office of the county recorder where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent of the contract price and shall, in addition in any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all person furnishing labor, services equipment or materials for the work described in said contract.