

**ALTA VISTA ELEMENTARY SCHOOL DISTRICT**  
**Board of Trustees**  
**AGENDA**

Regular Meeting

Board of Trustees

Wednesday, October 11, 2023

**5:30PM CLOSED SESSION – 6:00 PM GENERAL SESSION**

Alta Vista Elementary School District

Conference Center

2293 East Crabtree Avenue

Porterville, CA 93257-5225

**1. Call to Order – TIME**   : **PM/AM** In accordance with Board Bylaw 9324, a recording is being made of this meeting, and the recorder shall be placed in plain view of all persons present, insofar as possible.

       Mrs. Holmes

       Mrs. Lopez

       Mrs. Miley

       Mrs. Perez

       Mrs. Prado

Staff and Guests: \_\_\_\_\_

**Adjourn to Closed Session – TIME:**   : **PM/AM**

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: \_\_\_\_\_

A. Public Employee Employment Gov. Code 54947.6

- Personnel
- Superintendent Evaluation
- Public Employee Appointment, Early Childhood Education Liaison
- Public Employee Discipline

**Return to Open Session – TIME:**   : **PM/AM**

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: \_\_\_\_\_

**2. Reconvene to Open Session with Public Report, Flag Salute & Welcome – 6:00 PM**

**Report of Closed Session:**

**3. Welcome:** Welcome to a meeting of the Alta Vista Elementary School District Board of Trustees.

Please read the brochure regarding Alta Vista Board meetings and procedures for addressing the Board. Audience members desiring to address the Board on any item on the agenda are asked to raise their hand at the time the item is up for discussion, which is the board discussion. When recognized by the Board president, please state your name for the record. Speakers will be limited to 2 minutes and a total of 10 minutes per item. For items not on the agenda, audience members may address the Board during "Public Comments" at the end of the agenda.

**4. Flag Salute/Moment of Silence**

**5. Request to Vary the Sequence:** If any of the Board Members wish to vary the sequence of the Agenda or to pull an item from routine business for discussion, now is the time to make the request.

**6. Routine Business:** (These items will be enacted by a single motion with no separate discussion of these items unless the item has been pulled for Routine Business under Agenda Item 3a.)

- A. Approval of Agenda
- B. Approval of Minute of Regular Meeting:
- C. Consent Items/Warrants
- D. Budget Revisions

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: \_\_\_\_\_

**7. Reports and Information Items**

- A. Board Members Report (This is the opportunity for Board members to share their recent involvement in school and/or community activities).
- B. Staff Report (This is the opportunity for Staff to share recent school activities).
- C. Enrollment/Attendance Report
- D. Preschool Report
- E. Maintenance & Operations Report
- F. Student Nutrition Report
- G. LCAP/ESSER III/ESSA/ELOP Updates – County LCAP Approval
- H. AVTA
- I. CSEA
- J. Construction Report
- K. Monarch Charter
- L. TCOE Review and Approval of Budget, Fiscal Year 2022-23
- M. Administration Report (This is the opportunity of Administration to share recent involvement in school and/or community activities).

## 8. Action Items

A. Extension of ELOP Activities Compensation to Certificated Staff for 2023-2024 School Year  
Beginning July 1, 2023.

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

RECOMMENDED ACTION: Consideration of Approval

**BACKGROUND:** In the 2022-2023 school year, certificated staff were compensated at a rate of \$90.00 per hour for activities generated by the Extended Learning Opportunities Grant. The contractual activities pay outside of ELOP funding is \$45.00.

BUDGET IMPACT:

Annual   
One Time   
On Going   
N/A

**Vote:** \_\_\_\_\_

B. CSEA Initial Proposal

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

RECOMMENDED ACTION: Discussion Item

**BACKGROUND:** Each year, CSEA submits a proposal for bargaining. This is the CSEA proposal for the 2023-2024 school year. This proposal seeks to open bargaining on a three-year contract based on prior agreement.

BUDGET IMPACT:

Annual   
One Time   
On Going   
N/A

**Vote:** \_\_\_\_\_

C. Save the Children School Year 2023-2024 Budget

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

**RECOMMENDED ACTION:** Consideration of Approval

**BACKGROUND:** Administration seeks approval of the 2023-2024 Save the Children budget.

**BUDGET IMPACT:**

Annual   
One Time   
On Going   
N/A

**Vote:** \_\_\_\_\_

D. Personnel Order 2023-24 #003

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

**RECOMMENDED ACTION:** Consideration of Approval

**BACKGROUND:** Administration seeks approval of personnel changes.

- (1) Classified Resignation
- (1) Certificated Appointment - ILT position as ECE Liaison at \$4000.

**BUDGET IMPACT:**

Annual   
One Time   
On Going   
N/A

**Vote:** \_\_\_\_\_

## E. CSU Bakersfield Student Teaching MOU

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

RECOMMENDED ACTION: Consideration of Approval

**BACKGROUND:** Administration seeks approval of the CSU Bakersfield MOU to authorize teacher credentialing candidates to perform student teaching requirements on campus.

BUDGET IMPACT:

- Annual
- One Time
- On Going
- N/A

**Vote:** \_\_\_\_\_

## F. CSU Fresno Clinical Practice MOU

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

RECOMMENDED ACTION: Consideration of Approval

**BACKGROUND:** Administration seeks approval of the CSU Fresno MOU to authorize nursing candidates to perform clinical requirements on campus with proper supervision.

BUDGET IMPACT:

- Annual
- One Time
- On Going
- N/A

**Vote:** \_\_\_\_\_

G. ACSA Membership Renewal for District

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

RECOMMENDED ACTION: Consideration of Approval

**BACKGROUND:** Board approval is required to authorize professional association membership that are stipulated in Administrative contracts. The ACSA membership is a contractual obligation of the District to ensure Administration has third-party support.

BUDGET IMPACT:

- Annual
- One Time
- On Going
- N/A

**Vote:** \_\_\_\_\_

H. Community Day School Joint Powers Agreement

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

RECOMMENDED ACTION: Consideration of Approval

**BACKGROUND:** In order to improve student culture and drive individualized educational plans and supports the District seeks approval for a joint-power agreement with Pleasant View School District to provide Community Day Services for eligible student in grades four through eight.

BUDGET IMPACT:

- Annual
- One Time
- On Going
- N/A

**Vote:** \_\_\_\_\_

I. Transitional Kindergarten Bid Award

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

RECOMMENDED ACTION: Consideration of Approval

**BACKGROUND:** Administration recommends approval of the Transitional Kindergarten Building Foundation project to the lowest responsible bidder S and B Sons Inc.

BUDGET IMPACT:

- Annual
- One Time
- On Going
- N/A

**Vote:** \_\_\_\_\_

J. Substitute Pay Increase

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

RECOMMENDED ACTION: Consideration of Approval

**BACKGROUND:** Due to market conditions and the need for substitutes to provide coverage for certificated staff to attend trainings and conferences that are driven by the District's Local Control Accountability Plan and the goals thereof.

BUDGET IMPACT:

- Annual
- One Time
- On Going
- N/A

**Vote:** \_\_\_\_\_

K. Surplus Equipment

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

RECOMMENDED ACTION: Consideration of Approval

**BACKGROUND:** Administration is submitting the attached list of obsolete items to be discarded and removed from the school's inventory.

BUDGET IMPACT:

- Annual
- One Time
- On Going
- N/A

**Vote:** \_\_\_\_\_

L. Board Authorization to Appoint Megan Crabtree to the Instructional Leadership Team (ILT) for the 2023-2024 School Year as the Early Childhood Development Liaison

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

RECOMMENDED ACTION: Consideration of Approval

**BACKGROUND:** Administration utilizes the Instructional Leadership Team to access the experience of master teachers in exchange for a teacher retention stipend funded through the Local Control and Accountability Plan. The Early Childhood Development Liaison is a new position to advocate for the Early Childhood departments with the emergence of Universal Pre-Kindergarten programs and funding.

BUDGET IMPACT:

- Annual
- One Time
- On Going
- N/A

**Vote:** \_\_\_\_\_

M. Board Authorization for Daniel Recendez to Teach Art, Intro to Drawing in the 2023-2024 School Year.

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

RECOMMENDED ACTION: Consideration of Approval

**BACKGROUND:** Administration seeks approval for a certificated employee to teach a subject matter beyond the certification of the credential(s) held. In accordance with Education Code 44265(b) and 44258.7(c) and (d) and within the jurisdiction of the local committee on assignments (COA), administration seeks Board approval.

BUDGET IMPACT:

- Annual
- One Time
- On Going
- N/A

**Vote:** \_\_\_\_\_

N. Board Authorization for Christina Cook to Teach Art in the 2023-2024 School Year

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

RECOMMENDED ACTION: Consideration of Approval

**BACKGROUND:** Administration seeks approval for a certificated employee to teach a subject matter beyond the certification of the credential(s) held. In accordance with Education Code 44265(b) and 44258.7(c) and (d) and within the jurisdiction of the local committee on assignments (COA), administration seeks Board approval.

BUDGET IMPACT:

- Annual
- One Time
- On Going
- N/A

**Vote:** \_\_\_\_\_

O. Board Authorization for Eduardo Lemus to Teach Video Yearbook, Graphic Art/Videography in the 2023-2024 School Year

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

RECOMMENDED ACTION: Consideration of Approval

**BACKGROUND:** Administration seeks approval for a certificated employee to teach a subject matter beyond the certification of the credential(s) held. In accordance with Education Code 44265(b) and 44258.7(c) and (d) and within the jurisdiction of the local committee on assignments (COA), administration seeks Board approval.

**BUDGET IMPACT:**

- Annual
- One Time
- On Going
- N/A

**Vote:** \_\_\_\_\_

P. Board Authorization for Cliff Cantrell to Teach Business, Career and Technical Education in the 2023-2024 School Year

Public Discussion  
Board Discussion

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

Presenter: Brandon Chiapa

RECOMMENDED ACTION: Consideration of Approval

**BACKGROUND:** Administration seeks approval for a certificated employee to teach a subject matter beyond the certification of the credential(s) held. In accordance with Education Code 44265(b) and 44258.7(c) and (d) and within the jurisdiction of the local committee on assignments (COA), administration seeks Board approval.

**BUDGET IMPACT:**

- Annual
- One Time
- On Going
- N/A

**Vote:** \_\_\_\_\_

Q. Board Authorization for Cydni Guich to Teach Choir in the 2023-2024 School Year

Public Discussion  
Board Discussion

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Presenter: Brandon Chiapa

RECOMMENDED ACTION: Consideration of Approval

**BACKGROUND:** Administration seeks approval for a certificated employee to teach a subject matter beyond the certification of the credential(s) held. In accordance with Education Code 44265(b) and 44258.7(c) and (d) and within the jurisdiction of the local committee on assignments (COA), administration seeks Board approval.

BUDGET IMPACT:

- Annual
- One Time
- On Going
- N/A

Vote: \_\_\_\_\_

**9. Public Comment:** Again, when recognized by the Board President, please state your name. Each speaker will have up to three (3) minutes to address the board and a maximum of 20 minutes will be given to any item. The Board President may extend the speaking at his/her discretion. Please understand that the Board does not take action on non-agendized items.

**Reconvene to Closed Session – TIME: \_\_:\_\_ AM/PM**

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: \_\_\_\_\_

**Return to Open Session – TIME: \_\_:\_\_ AM/PM**

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: \_\_\_\_\_

Public Report:

**10. Adjournment -- TIME: \_\_:\_\_ AM/PM**

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: \_\_\_\_\_

**NOTICE:** The District adheres to the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please call the school office at 559-782-5700 at least three days before the meeting.

**NOTICE:** If documents are distributed to board members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the District Office located at 2293 E. Crabtree Avenue, Porterville, CA 93257.



## Budget Revision Report

BGR030  
Joanna3  
10/5/2023  
2:40:02PM

10/5/2023  
2:40:02PM

Bdg Revision Final

Control Number: 100552800

## Account Classification

Approved / Revised

**Fund:** 0100 General Fund  
**Resource:** 00000 Unrestricted Resources

## Expenditures

010-00000-0-111000-100000-11000-0000

Total: \$1,063,396.00

\$1,063,396.00

appropriated Resource Balance before this adjustment:

## Investment in Unappropriated Resource Balance:

International Resources Management and Development

Unappropriated Resource Balance after this adjustment:

General Fund  
0030 One

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## venues

010-00030-0-00000-00000-88990-000

plies

010-00030-0-11100-10000-44000-000

3 Alta Vista Elementary School District  
 Fiscal Year: 2024  
**Bdg Revision Final**

**Budget Revision Report**

BGR030  
 Joanna3  
**10/5/2023  
 2:40:02PM**

**Control Number: 100552800**

**Account Classification**

**Budgeted Unappropriated Resource Balance before this adjustment:**  
**Total Adjustment to Unappropriated Resource Balance:**  
**Budgeted Unappropriated Resource Balance after this adjustment:**

**Approved / Revised**      **Change Amount**      **Proposed Budget**  
**(\$2,652.50)**  
**\$31,148.41**  
**\$28,495.91**

**Fund: 0100 General Fund**

**Resource: 07200 LCAP Unduplicated Count Expenditures**

**Expenditures**

**Certificated Salaries**

010-07200-0-11100-10000-11000-101	\$5,000.00	\$95,000.00	\$100,000.00
010-07200-0-11100-10000-11000-111	\$20,250.00	\$29,750.00	\$50,000.00
010-07200-0-11100-10000-11000-209	\$204,565.00	(\$33,628.00)	\$170,937.00
010-07200-0-11330-10000-11000-105	\$94,478.00	(\$1,605.00)	\$92,873.00
010-07200-0-11350-10000-11000-301	\$35,000.00	\$42,837.00	\$77,837.00
<b>Total:</b>	<b>\$359,293.00</b>	<b>\$132,354.00</b>	<b>\$491,647.00</b>

**Classified Salaries**

010-07200-0-00000-83001-29000-203	\$61,689.00	\$8,680.00	\$70,369.00
<b>Total:</b>	<b>\$61,689.00</b>	<b>\$8,680.00</b>	<b>\$70,369.00</b>

**Employee Benefits**

010-07200-0-00000-24950-37020-207	\$0.00	\$450.00	\$450.00
010-07200-0-11100-10000-31010-101	\$955.00	\$955.00	\$1,910.00
010-07200-0-11100-10000-31010-111	\$3,868.00	\$5,682.00	\$9,550.00
010-07200-0-11100-10000-33013-101	\$72.00	\$73.00	\$145.00
010-07200-0-11100-10000-33013-111	\$295.00	\$430.00	\$725.00
010-07200-0-11100-10000-35010-101	\$25.00	\$25.00	\$50.00
010-07200-0-11100-10000-35010-111	\$101.00	\$149.00	\$250.00
010-07200-0-11100-10000-36010-101	\$150.00	\$2,850.00	\$3,000.00
010-07200-0-11100-10000-36010-111	\$608.00	\$561.00	\$1,169.00
010-07200-0-11100-10000-37010-101	\$50.00	\$50.00	\$100.00
010-07200-0-11100-10000-37010-111	\$203.00	\$297.00	\$500.00
010-07200-0-11100-10000-37020-204	\$0.00	\$1,500.00	

3 Alta Vista Elementary School District  
 Fiscal Year: 2024  
 Bdg Revision Final

**Budget Revision Report**

BGR030  
 Joanna3  
 10/5/2023  
 2:40:02PM

**Bdg Revision Final**

**Control Number: 100552800**

**Account Classification**

010-07200-0-11350-10000-31010-301  
 010-07200-0-11350-10000-33013-301  
 010-07200-0-11350-10000-35010-301  
 010-07200-0-11350-10000-36010-301  
 010-07200-0-11350-10000-37010-301

<b>Approved / Revised</b>	<b>Change Amount</b>	<b>Proposed Budget</b>
\$6,685.00	\$7,640.00	\$14,325.00
\$508.00	\$580.00	\$1,088.00
\$175.00	\$3,575.00	\$3,750.00
\$1,050.00	\$1,200.00	\$2,250.00
\$350.00	\$400.00	\$750.00
<b>Total:</b>	<b>\$15,095.00</b>	<b>\$26,417.00</b>
		\$41,512.00

**Books and Supplies**

010-07200-0-00000-24950-43000-207  
 010-07200-0-00000-72000-43000-113  
 010-07200-0-11100-10000-43000-108  
 010-07200-0-11100-10000-43000-111  
 010-07200-0-11100-10000-43000-202  
 010-07200-0-11100-10000-43000-205  
 010-07200-0-11100-10000-44000-106  
 010-07200-0-11100-10000-44000-112  
 010-07200-0-11330-10000-43000-110  
 010-07200-0-11330-10000-44000-110

	\$0.00	\$15,000.00	\$15,000.00
	\$0.00	\$5,825.00	\$5,825.00
	\$45,000.00	\$25,000.00	\$70,000.00
	\$0.00	\$17,806.00	\$17,806.00
	\$5,000.00	\$10,000.00	\$15,000.00
	\$500.00	\$9,500.00	\$10,000.00
	\$40,000.00	\$50,000.00	\$90,000.00
	\$0.00	\$215,000.00	\$215,000.00
	\$15,000.00	\$35,000.00	\$50,000.00
	\$0.00	\$200,000.00	\$200,000.00
<b>Total:</b>	<b>\$105,500.00</b>	<b>\$583,131.00</b>	<b>\$688,631.00</b>

**Services, Other Operating Expenses**

010-07200-0-00000-21400-58000-101  
 010-07200-0-00000-21500-58000-103  
 010-07200-0-00000-24950-58000-207  
 010-07200-0-00000-31200-58000-103  
 010-07200-0-00000-31400-58000-204  
 010-07200-0-00000-81100-56000-109  
 010-07200-0-11100-10000-58000-101  
 010-07200-0-11100-10000-58000-102  
 010-07200-0-11100-10000-58000-104  
 010-07200-0-11100-10000-58000-108  
 010-07200-0-11100-10000-58000-115  
 010-07200-0-11100-10000-58000-201  
 010-07200-0-11100-10000-58000-302  
 010-07200-0-11100-10000-58000-303

	\$5,000.00	\$5,548.00	\$10,548.00
	\$50,000.00	\$25,000.00	\$75,000.00
	\$0.00	\$2,392.00	\$2,392.00
	\$0.00	\$65,543.00	\$65,543.00
	\$165,000.00	\$60,000.00	\$225,000.00
	\$5,000.00	\$47,684.00	\$52,684.00
	\$5,000.00	\$35,000.00	\$40,000.00
	\$5,000.00	\$10,000.00	\$15,000.00
	\$40,000.00	\$20,000.00	\$60,000.00
	\$2,500.00	\$2,500.00	\$5,000.00
	\$20,000.00	\$60,000.00	\$80,000.00
	\$40,000.00	\$10,000.00	\$50,000.00
	\$270,000.00	(\$181,998.00)	\$88,002.00
	\$0.00	\$80,000.00	\$80,000.00

## Budget Revision Report

BGR030  
Joanna3  
10/5/2023  
2:40:02PM

Control Number: 100552800

Account Classification

Total:

Approved / Revised

Change Amount

Proposed Budget

Capital Outlay

010-07200-0-00000-31400-64000-204	\$0.00	\$63,962.00	\$63,962.00
010-07200-0-00000-72000-65000-113	\$0.00	\$110,000.00	\$110,000.00
010-07200-0-00000-85000-61700-109	\$35,000.00	\$15,000.00	\$50,000.00
010-07200-0-00000-85000-62000-107	\$50,000.00	\$30,000.00	\$80,000.00
010-07200-0-00000-85000-62000-109	\$0.00	\$450,000.00	\$450,000.00
<b>Total:</b>	<b>\$85,000.00</b>	<b>\$668,962.00</b>	<b>\$753,962.00</b>

Total Expenditures

Budgeted Unappropriated Resource Balance before this adjustment:

**\$1,792,800.78**

Total Adjustment to Unappropriated Resource Balance:

**(\$1,661,213.00)**

Budgeted Unappropriated Resource Balance after this adjustment:

**\$131,587.78**

Fund: 0100 General Fund

Resource: 14000 Education Protection Account

Expenditures

Certificated Salaries

010-14000-0-11100-10000-11000-000	\$1,000,000.00	(\$187,000.00)	\$813,000.00
<b>Total:</b>	<b>\$1,000,000.00</b>	<b>(\$187,000.00)</b>	<b>\$813,000.00</b>

Total Expenditures

Budgeted Unappropriated Resource Balance before this adjustment:

**(\$186,190.00)**

Total Adjustment to Unappropriated Resource Balance:

**\$187,000.00**

Budgeted Unappropriated Resource Balance after this adjustment:

**\$810.00**

Fund: 0100 General Fund

Resource: 78151 California Energy Commission - Solar Project Loan

**3 Alta Vista Elementary School District**  
**Fiscal Year: 2024**

**Bdg Revision Final**

**Budget Revision Report**

BGR030  
 Joanna3

10/5/2023  
 2:40:02PM

**Control Number: 100552800**

**Account Classification**

**Approved / Revised**

**Change Amount**

**Proposed Budget**

**Revenues**

**Other State Revenues**

010-78151-0-00000-00000-85900-000

**Total:**  
 \$0.00

\$0.00  
 \$1,422,956.00  
 \$1,422,956.00

**Total Revenues**

**Expenditures**

**Capital Outlay**

010-78151-0-00000-85000-61700-000

**Total:**  
 \$0.00

\$0.00  
 \$1,377,956.00  
 \$1,377,956.00

**Total Expenditures**

**Budgeted Unappropriated Resource Balance before this adjustment:**

**Total Adjustment to Unappropriated Resource Balance:**

**Budgeted Unappropriated Resource Balance after this adjustment:**

**\$45,000.00**  
**\$45,000.00**

**Fund: 0100 General Fund**

**Resource: 90347 Charter Oversight**

**Expenditures**

**Certificated Salaries**

010-90347-0-00000-27000-13000-000

**Total:**  
 \$0.00

\$0.00  
 \$10,000.00  
 \$10,000.00

**Employee Benefits**

010-90347-0-00000-27000-31010-000  
 010-90347-0-00000-27000-33013-000  
 010-90347-0-00000-27000-35010-000  
 010-90347-0-00000-27000-36010-000  
 010-90347-0-00000-27000-37010-000

**Total:**  
 \$0.00

\$0.00

\$2,348.00

\$1,910.00  
 \$124.00  
 \$5.00  
 \$209.00  
 \$100.00

\$1,910.00  
 \$124.00  
 \$5.00  
 \$209.00  
 \$100.00

\$2,348.00

3 Alta Vista Elementary School District  
Fiscal Year: 2024  
Bdg Revision Final

**Budget Revision Report**

BGR030  
Joanna3  
10/5/2023  
2:40:02PM

Control Number: 100552800

Account Classification	Approved / Revised	Change Amount	Proposed Budget
<b>Total Expenditures</b>	\$0.00	\$12,348.00	\$12,348.00
<b>Budgeted Unappropriated Resource Balance before this adjustment:</b>		<b>\$1,289,120.73</b>	
<b>Total Adjustment to Unappropriated Resource Balance:</b>		<b>(\$12,348.00)</b>	
<b>Budgeted Unappropriated Resource Balance after this adjustment:</b>		<b>\$1,276,772.73</b>	
<b>Budgeted Unappropriated Fund Balance before this adjustment:</b>	\$8,712,423.90		
<b>Total Adjustment to Unappropriated Fund Balance:</b>		<b>(\$1,596,602.59)</b>	
<b>Budgeted Unappropriated Fund Balance after this adjustment:</b>		<b>\$7,115,821.31</b>	

## Budget Revision Report

BGR030  
Joanna3  
10/5/2023  
2:40:02PM

Control Number: 100552800

### Account Classification

Approved / Revised  
Change Amount  
Proposed Budget

Fund: 3560 County School Facilities Fund - Full-Day Kinder Fac  
Resource: 77100 School Facilities Bond Projects (OPSC)

### Expenditures

#### Capital Outlay

356-77100-0-00000-85000-62100-000

Total:	\$0.00	\$28,050.00	\$28,050.00
	\$0.00	\$28,050.00	\$28,050.00
	\$0.00	\$28,050.00	\$28,050.00

#### Total Expenditures

Budgeted Unappropriated Resource Balance before this adjustment:

Total Adjustment to Unappropriated Resource Balance:

Budgeted Unappropriated Resource Balance after this adjustment:

Budgeted Unappropriated Fund Balance before this adjustment:

Total Adjustment to Unappropriated Fund Balance:

Budgeted Unappropriated Fund Balance after this adjustment:

\$98,783.58	(\$28,050.00)
\$70,733.58	
\$92,989.09	
(-\$28,050.00)	
\$64,939.09	

## Budget Revision Report

BGR030  
Joanna3  
10/5/2023  
2:40:02PM

Control Number: 100552800

### Account Classification

Approved / Revised      Change Amount      Proposed Budget

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

Authorized by: \_\_\_\_\_

(County Office Use Only)  
Updated at County Office on \_\_\_\_/\_\_\_\_/\_\_\_\_ by \_\_\_\_\_

3 Alta Vista Elementary School District      Tulare County Office of Education      9/28/2023  
**Accounts Payable Final PreList - 9/28/2023 3:50:24PM**

9/28/2023  
3:50:24PM

Page 1 of 1  
APY500

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

Audit

Vendor No      Vendor Name

Reference Number	Invoice Date	PO #	Invoice No	Separate Check Account Code	Total Accounts Payable:
Batch No 471					\$76,777.15

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 76,777.15 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).

9/28/23

Authorizing Signature

Date

Fund Summary	Total
010	\$49,373.88
130	\$27,403.27
Total	\$76,777.15



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

Batch No 471

Audit  
Amount Flag EFT

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check Account Code	Total Check Amount:	\$32,250.00
012520	ODP BUSINESS SOLUTIONS	PV-240172	8/1/2023	Various	130-53100-0-00000-37000-43000-000		\$562.28	
	ODP BUSINESS SOLUTIONS		8/1/2023	Various	010-07200-0-00000-31400-43000-204		\$259.96	
	ODP BUSINESS SOLUTIONS		8/1/2023	Various	010-11000-0-11100-10000-43000-000		\$1,382.94	
	ODP BUSINESS SOLUTIONS		8/1/2023	Various	010-00030-0-11100-10000-43000-000		\$375.53	
	ODP BUSINESS SOLUTIONS		8/1/2023	Various	010-00000-0-00000-72000-43000-000		\$226.04	
	ODP BUSINESS SOLUTIONS		8/1/2023	Various	010-31820-0-11100-10000-43000-000		\$194.31	
	ODP BUSINESS SOLUTIONS	PV-240186	9/1/2023	Various	010-00000-0-00000-27000-43000-000		\$268.43	
	ODP BUSINESS SOLUTIONS		9/1/2023	Various	010-32130-0-00000-31300-43000-000		\$256.28	
	ODP BUSINESS SOLUTIONS		9/1/2023	Various	010-11000-0-11100-10000-43000-000		\$1,092.25	
					<b>Total Check Amount:</b>		<b>\$4,618.02</b>	
013545	PITNEY BOWES GLOBAL FINANCIAL	PV-240182	8/30/2023		3106245940		\$166.95	
					<b>Total Check Amount:</b>		<b>\$166.95</b>	
013235	PORTERVILLE LOCK & SAFE	PV-240176	9/11/2023		3533.3540.3546		\$403.68	
					<b>Total Check Amount:</b>		<b>\$403.68</b>	
013912	RES COM PEST CONTROL	PV-240189	9/1/2023		215948		\$50.00	
					<b>Total Check Amount:</b>		<b>\$50.00</b>	
013845	SAN JOAQUIN CO. OFFICE OF EDUC	PV-240175	7/1/2023		242296		\$800.00	
					<b>Total Check Amount:</b>		<b>\$800.00</b>	
013075	SCHOOL HEALTH	PV-240181	9/26/2023	240048	240048		\$217.51	
					<b>Total Check Amount:</b>		<b>\$217.51</b>	
012614	SYSKO FOOD SERVICES OF CENTRAL SYSKO FOOD SERVICES OF CENTRAL SYSKO FOOD SERVICES OF CENTRAL	PV-240190	8/31/2023	Various	130-53100-0-00000-37000-43000-000 130-53100-0-00000-37000-47000-000 010-07200-0-11100-10000-43000-205		\$1,126.74 \$25,664.25 \$265.32	A A
					<b>Total Check Amount:</b>		<b>\$27,056.31</b>	

3 Alta Vista Elementary School District      Tulare County Office of Education  
Accounts Payable Final PreList - 9/28/2023 3:50:24PM

9/28/2023  
3:50:24PM

Page 3 of 3  
APY500

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

Batch No 471  
Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check Account Code	Amount	Flag	EFT
005388	THE GAS COMPANY	PV-240177	9/26/2023		13931685005	010-00000-0-00000-82000-55000-000	\$177.71		

013179 WELLS FARGO FINANCIAL LEASING PV-240184 9/9/2023 5026673954

010-00000-0-00000-00000-95050-000  
Total Check Amount: \$177.71

\$1,965.22 G

013179 WELLS FARGO FINANCIAL LEASING PV-240184 9/9/2023 5026673954

Total Check Amount:

\$1,965.22

\*\*\* ETNA \*\*\*

Batch No 471

Audi

**Amount Flag**

**Total District Payment Amount:**

**\$76,777.15**

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code
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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code
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# Tulare County Office of Education

*Committed to Students, Support & Service*

## **Tim A. Hire**

*County  
Superintendent  
of Schools*

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

(559) 733-6300  
tcoe.org

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

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

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

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

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

## *Main Locations*

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

**Doe Avenue Complex**  
7000 Doe Ave.  
Visalia

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

September 15, 2023

Mr. Brandon Chiapa, Superintendent  
Alta Vista School District  
2293 E Crabtree Ave  
Porterville, CA 93257

**SUBJECT: REVIEW AND APPROVAL OF BUDGET, FISCAL YEAR 2023-24**

Dear Brandon:

We have completed our review and analysis of your district budget for fiscal year 2023-24 and the accompanying certification pursuant to Education Code Section 42127.

The County Superintendent is required to approve, conditionally approve, or disapprove a school district budget on or before September 15<sup>th</sup> each fiscal year. Beginning with fiscal year 2014-15 a school district budget shall not be approved by the county superintendent of schools before a district's local control and accountability plan or update to an existing plan is approved.

The district's 2022-23 local control accountability plan (LCAP) has been approved by our office. A separate letter regarding that approval was sent to you and the governing board president from the Instructional Services Division of our office.

Our office has completed our review of the district's 2023-24 adopted budget. We find the budget, as submitted, reflects a satisfactory fiscal position and indicates the district will be able to meet its financial obligations during this fiscal year and the two following projection years.

Please review our comments and recommendations on the following page concerning our review of the district's 2023-24 adopted budget.

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

Sincerely,



Fernie Marroquin, Ed.D.  
Assistant Superintendent, Business Services

/es

cc: Maria Perez, Board President  
District Business Manager

Additional Comments and Recommendations concerning the 2023-24 Adopted Budget:

- Per review of the restricted general fund MYP, the district appears to have budgeted carryover for Title I, II, III, and IV in fiscal years 2023-24 through 2025-26. Title program carryover in fiscal years 2024-25 and 2025-26 should not be budgeted until the carryover amount is known.
- There are no additional comments.

# ALTA VISTA E.S.D.

## Maintenance and Operations Board Report

Month/Year: \_\_\_\_\_

September 2023

DEPARTMENTS	TEAM MEMBER	DUTIES, TASKS, ACTIVITIES, TRAINING...
Maintenance	Brant & Mark Jesse Wilcox Steve & Jesse Brant & Abel Brant & Mark Jesse Wilcox Brant Monroe	Assembled new furniture for classrooms installed door closer on room 15 assembled bookshelves in room 32 installed door stoppers on classroom doors assembled bookshelves in room 3 changed out carbon monoxide batteries throughout campus repaired door lock on room 19
Electrical	Jesse & Steve	Hung network cable for Brian replaced lightbulbs throughout campus
Air Conditioning		
Grounds	Jesse & Steve Jesse & Steve Jesse & Steve Jesse & Steve Brant Monroe Mark Hopper Abel Andrade	Pruned low limbs on trees and put gopher traps Weedeat goat heads Mowed ground Sprayed for goat heads throughout campus Mowed front of school weedeat and raked across from school cleaned up around dumpster for parent-teacher conferences
Machine Maintenance		
Water/Plumbing	Brant & Mark Mark Hopper Steve & Jesse	Unplugged drain for trash can washout area unplugged toilet by room 15 replaced wax ring on toilet by room 15
Janitorial	Abel, Steve, Kiara & Mark Brant, Mark, & Abel Brant Monroe	signed rooms delivered boxes from district office to classrooms Covered for custodial absences cleaning rooms

Other	Abel Andrade Brant, Mark & Abel Abel Andrade Brant Monroe Brant Monroe Brant Monroe	Set up for book fair set up for choices event and cafeteria puts away sysco delivery on Thursday's orders custodial supplies weekly goes to Weisenberger to get maintenance supplies did fire inspection with fire inspector
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# ALTA VISTA E.S.D.

## Nutrition Services Report

Month/Year:

September 2023

AREAS	TEAM MEMBER	DUTIES, TASKS, ACTIVITIES, TRAINING...
Breakfast	TBD	AVS cafeteria is serving about 540 breakfast meals. We serve a warm breakfast once a week, we hope to find more individually wrapped items to offer soon. We had a new food item this month for September, it was a sausage breakfast pizza and it was a hit. As for as food being discarded we only dispose of milk because it is at higher temp by the time we receive. We only restock non purishable item example : cereal, poptarts, crackers, fresh fruit, ect. Those items are kept for saturday school and we do not have to make any food purchases for saturday school. [1]
Lunch	TBD	AVS cafeteria is serving close to 500 lunches daily, we try and cook a meal from scratch twice a week using our usda communitys. We had an AVS favorite lunch served Pozole, everyone was happy students and staff and our best selling day to staff. We hope to offer a meal from scratch at least 3 times a week in the future. 🍲 [4]
Snacks	TBD	Our kitchen is serving snacks to about 120 students in choices and about 75 to students in ELOP. [5]
Student Nutrition Education	Griselda	TCOE Nutrition Program in 4th Grade. We use the veggie of the month more often for that month. [2]

Wellness Committee	TBD	We really got on to kids about bringing sugar drinks and chips and letting them know why we can't have them. They have been very understanding and not seeing those takis & hot cheetos everywhere. [6]
Special Events	TBD	We had a few AVS 8th graders greeting parents during parents teacher conferences with a smile a delicious cup of punch and got to earn community service time for them. [7]
Staffing, Personnel	TBD	A special shout out to Stepahnie and Sabrina for making our wonderful staff delicious fruit and yogurt parfaits. Had a few request so we know they really like them. And to Mrs. VanNorton for always keeping in touch and knowing I can come to her for anything. [8]
Other	TBD	TBD [3]

Alta Vista LCAP 23-24			Expenses	
Goal	Action	Description	Budget	As of September 30, 2023
1	1	Professional development of teachers to support CCSS in the classroom	\$155,753.00	\$0.00
1	2	Support new teachers and increase retention	\$27,505.00	\$4,058.99
1	3	Targeted support for student learning/psychological services	\$240,583.00	\$0.00
1	4	Co-curricular work study trip	\$60,000.00	\$0.00
1	5	Visual and Performance Art teacher/Board course of study	\$300,000.00	\$30,870.00
1	6	Standards aligned instructional materials	\$90,000.00	\$0.00
1	7	Safe and secure learning environment	\$100,000.00	\$0.00
1	8	Supplemental learning tool- Lexia Learning System	\$75,000.00	\$0.00
1	9	Facility repair	\$552,684.00	\$0.00
1	10	Board Course of Study - Music program	\$250,000.00	\$586.25
1	11	Advancement of experienced teachers through leadership	\$80,000.00	\$5,789.61
1	12	Classroom technology	\$365,860.00	\$0.00
1	13	Instructional technology support staff- Brian Fought and his wish list of equipments	\$239,985.00	\$41,983.07
1	14	E Rate	\$20,000.00	\$1,850.00
1	15	Curriculum support -implementation of technology	\$80,000.00	\$0.00

Alta Vista LCAP 22-23			Budget	
Goal	Action	Description		
2	1	Professional learning for classified staff	\$50,000.00	\$0.00
2	2	Participation of county sponsor events, opportunity for students to demonstrate success	\$35,000.00	\$0.00
2	3	Cross Guard-Campus Supervisor	\$93,705.00	\$18,890.97
2	4	Additional days for school nurse Health aide, intervention aide and behavioral tech	\$225,000.00 \$275,000.00	\$0.00 \$36,763.12
2	5	Additional support for behavioral students Intervention resource classroom	\$10,000.00	\$2,115.32
2	6	Parent involvement	\$10,000.00	\$407.92
2	7	Community Liaison	\$100,000.00	\$11,921.23
2	8	Website stipends Software	\$8,251.00 \$10,000.00	\$0.00 \$0.00
2	9	P E teacher	\$260,000.00	\$21,395.02

Alta Vista LCAP 22-23				
Goal	Action	Description	Budget	
3	1	Learning loss mitigation and Recovery - summer school	\$100,000.00	\$0.00
3	2	Reinforce and support grade span lesson design, improve ELD standard, maintain and encourage bilingual staff	\$270,422.00	\$31,736.25
3	3	Professional development and supplemental materials	\$80,000.00	\$0.00
		Total LCAP inclusive of prior year carryover	\$4,164,748.00	\$208,367.75

**Reopener Initial Proposal  
California School Employees Association and its  
Alta Vista Chapter No. 55  
To the  
Alta Vista School District**

**ARTICLE 17  
FRINGE BENEFITS**

For the District to cover any and all increase to the Health & Welfare benefits for all qualifying bargaining unit members, effective October 1, 2023.

For the District to increase their contribution to Health and Welfare benefits for all bargaining unit members working from 4-5.75 hours per day.

**ARTICLE 18  
SALARY**

For the District to increase the classified salary schedule by COLA, retroactive to July 1, 2023.

Insert language including but not limited to, night differential, split shift differential, and bilingual stipends.

## Budget Narrative

The following budget narrative describes the total funds necessary

to support programs at

**Alta Vista**

by **Alta Vista Unified School District** over the period of

**7/1/2023**

through

**6/30/2024**

<b>I. IN-SCHOOL</b>		<i>Save the Children:</i> <i>Cost Share:</i>	
<hr/> <b>TOTAL IN-SCHOOL</b>		\$	- \$
<hr/> <b>TOTAL AFTER-SCHOOL</b>		\$	- \$
<hr/> <b>TOTAL AFTER SCHOOL Healthy Choice</b>		\$	- \$
<hr/> <b>TOTAL AFTER SCHOOL Healthy Choice</b>		\$	- \$
<b>IV. SUMMER</b>		<i>Save the Children:</i> <i>Cost Share:</i>	
<b>SUMMER BOOST</b>		<i>Save the Children:</i> <i>Cost Share:</i>	
<hr/> <b>Total Summerboos</b>		\$	- \$
<b>KINDER BOOST</b>		<i>Save the Children:</i> <i>Cost Share:</i>	
<b>Certified staff:</b>		<i>Save the Children:</i> <i>Cost Share:</i>	
<hr/> <b>Total Certified Staff:</b>		\$	- \$
<b>Classified staff:</b>		<i>Save the Children:</i> <i>Cost Share:</i>	
<hr/> <b>Total Classified Staff:</b>		\$	- \$

	# per hour	# hours/ day	# days/ year	
<b>TOK Teacher's Aide Training &amp; Prep.</b>				
<b>TOK Teacher's Aide Program Implementation</b>				
<b>Total Classified Staff:</b>				
<b>Fringe:</b>				
<b>Certified Staff</b>	@			
<b>Classified Staff</b>	@			
<b>Total Fringe:</b>				
<b>Materials and Equipment</b>				
<b>Materials and Supplies</b>				
TOK Breakfast, Snacks, and Lunch for Program Participants		\$ 900.00	\$ -	\$ 225.00
TOK Materials and Supplies-Lakeshore, Bags in Bulk, and Interstate		\$ 310.00	\$ -	\$ 77.50
<b>Total Materials</b>				\$ 302.50
<b>Training and Travel</b>				
<b>Training and Travel</b>				
Mileage	#	Cost per mile	Total miles/ mo	# months
	@			
Other	#			
<b>Transportation</b>				
Fuel Cost	# buses	Cost/ mi	Total miles/ mo	# months
OR:				
Gas Vouchers	Cost/ Voucher	# students/wk	# weeks	
<b>Total Travel</b>				
<b>Total Kinderboost</b>		\$ 9,469.50	\$ -	
<b>Other</b>				
Other Costs - if approved	Direct Total	%	Total Cost	Save the Children: Cost Share:
	\$ 9,469.50		\$ -	



### Training, Travel, and Transportation

#### Training and Travel

Mileage	#	Cost per mile	Total miles/ mo	# months	Save the Children:	Cost Share:
Home Visit Mileage	1	\$ 0.65	200	12	\$ 144.00	1416
Reimbursement	@					
Travel to Cluster Meetings, Annual PLG, GIK Pick-Up and any other ESSS related work travel	1	\$ 0.65	140	10	\$ 146.28	881.72

Other

#### Travel Training Meal Reimbursements

#	Cost
Professional Development Training: Early Childhood	1 \$ 100.00

#### Total Travel

\$ 290.28

\$ 2,457.72

#### Other

Other Costs - if approved	Direct Total	%	Total Cost	Save the Children:	Cost Share:
	\$ 15,227.84		\$ -	\$ -	\$ -
<b>Total Other</b>					

#### Total Other

\$ -

\$ -

#### TOTAL ESSS

\$ 15,227.84

\$ 92,827.21

### VI. Sponsorship

*Save the Children:* *Cost Share:*

#### TOTAL Sponsorship

\$ -

\$ -

### VII. Vroom / 3-5

*Save the Children:* *Cost Share:*

#### TOTAL Vroom / 3-5

\$ -

\$ -

### VII. Community Engagement

*Save the Children:* *Cost Share:*

#### TOTAL Community Engagement

\$ -

\$ -

*Save the Children:* *Cost Share:*

#### TOTAL Budget

\$ 24,697.34

\$ 92,827.21

Memo

Date: October 11, 2023  
To: Board of Trustees  
From: Debbie Uruchurtu  
Re: Personnel Assignment Order 2023-24#003

(1) Classified Resignation: Marta Corona effective 10/04/2023

(1) Certificated Appointment: Megan Crabtree – ILT Position as the ECE Liaison.  
Compensation of \$4000.00 Annual Stipend.

Board Approved: \_\_\_\_\_

**CLINICAL PRACTICE AGREEMENT  
BETWEEN CALIFORNIA STATE UNIVERSITY, BAKERSFIELD  
AND ALTA VISTA ELEMENTARY SCHOOL DISTRICT**

This Agreement is entered into between the Trustees of the California State University on behalf of California State University, Bakersfield (CSUB), hereinafter called University, and ALTA VISTA ELEMENTARY SCHOOL DISTRICT, hereinafter called District. The University and District are referred to collectively as the Parties.

**SECTION 1 PURPOSE OF AGREEMENT**

1.1 **Purpose.** The District will provide teaching experience through Clinical Practice teaching to teacher candidates enrolled in the University's teacher training curricula.

1.2 **Definition of Clinical Practice.** Clinical Practice means active participation in the duties and functions of classroom practice teaching within the District, under the direct supervision and instruction of employees of the District who hold valid Life or Clear California teaching credentials that authorize those District employees to serve as classroom teachers in the school(s) or class(es) in which practice teaching is provided.

**SECTION 2 GENERAL CLINICAL PRACTICE PROGRAM REQUIREMENTS**

2.1 **Term of Agreement.** This Agreement shall be effective September 1, 2023 and remain in effect until termination on June 30, 2028.

2.2 **Termination of a Teacher Candidate's Clinical Practice Assignment.** The District may, for good cause, refuse to accept the assignment of any University teacher candidate assigned to a Clinical Practice assignment in the District and, upon the request of the District and a showing of good cause, the University shall terminate the assignment of that teacher candidate in the District.

**SECTION 3 RESPONSIBILITIES OF SCHOOL DISTRICT**

3.1 **Clinical Practice Assignments.** The District shall provide to University teacher candidates the opportunity for practice teaching in schools and classes within the District. Such practice teaching shall be provided in schools or classes of the District and under the direct supervision and instruction of such employees of the District as the District and the University (through their authorized representatives) may mutually determine. The matching of candidate and district-employed supervisor will be a collaborative process between the school district and the program. For Multiple Subject, Single Subject, and Special Education programs, Clinical

Practice is guided by the California Commission on Teacher Credentialing requirements and the University program requirements. The district agrees to allow the Teacher Candidate to complete clinical practice in line with these requirements.

**3.2 Length of Clinical Practice Assignments.** The District shall make available to each University teacher candidate presented to it a Clinical Practice assignment of approximately 16 weeks, except that a Clinical Practice assignment in an early childhood special education setting shall be for approximately sixty (60) hours per term. The minimum amount of District support and guidance will be 5 hours per week.

**3.3 Effect of Absence From Assigned Practice Teaching.** An absence by a teacher candidate from assigned practice teaching shall not be counted as absences in computing the semester units of Clinical Practice provided to the teacher candidate by the District.

**3.4 Acknowledgement of Videotaping.** The District acknowledges that one or more teacher candidates may be evaluated through the use of videotape or other recording of a portion of the Clinical Practice assignment, and agrees that such recording may take place in each such class in accordance with this Agreement and all applicable laws, including the completion of Student Release Forms. The District, or any school or class within it, will not hinder the teacher candidate in obtaining fully executed Student Release Forms as required.

**3.5 Maintenance of Student Release Forms.** To the extent that the District, or any school within it, has parents or guardians of students in classes subject to Clinical Practice assignments complete the California Teaching Performance Assessment Student Release Form (Attachment 2) or other similar form at the beginning of a school term and maintains them at the school or District, then the District shall complete the Administrator Release Form and provide a fully-executed copy of it to the University for maintenance in the University's files for the required length of time.

**3.6 Site-based Personnel.** The District acknowledges that the site will have a fully qualified administrator and the site supervisor will have a Life or Clear California credential and will have a record of a minimum of three years of exemplary teaching. Site supervisors will verify or participate in 10 hours of University provided orientation.

## **SECTION 4                    RESPONSIBILITIES OF THE UNIVERSITY**

**4.1 Qualified Teacher Candidates.** The University shall ensure that each teacher candidate assigned to the District will have, by the effective date of the Clinical Practice assignment, satisfactorily completed the prerequisites for Clinical Practice assignments as set forth in the University's teacher training curricula.

**4.2 Assignments of Teacher Candidates to District.** The University shall, in its sole discretion, assign one or more teacher candidates to the District for Clinical Practice assignments. Such teacher candidate assignment will be effective as of the date on which the teacher candidate is presented by a representative of the University to the designated proper

authority of the District. The University may assign a teacher candidate to more than one Clinical Practice assignment.

**4.3 Teacher Candidate Record Maintenance.** The University shall maintain records relating to each Clinical Practice teacher candidate for the period required for retention of such records (but at a minimum, through the term of this Agreement), including records of (1) a negative TB test; (2) CBEST scores; (3) the Certificate of Clearance issued by the State of California (which includes fingerprint clearance from the Department of Justice) (4) the Teacher Candidate Acknowledgement, Release of Liability, and Promise Not to Sue; and (5) Mandated Reporter Training.

**4.4 Evaluation of Teacher Candidates.** The University will be responsible for evaluating each teacher candidate who is assigned to the District in accordance with the University teacher training curricula.

**4.5 Training for Site-based Supervisors.** The University will provide District employed site supervisors (cooperating teachers) a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program will document and ensure district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations.

## **SECTION 5 INSURANCE AND INDEMNIFICATION**

**5.1 Insurance.** Each Party shall maintain in effect for the term of this Agreement the following policies of insurance (or provide evidence upon request of self-insurance sufficient to cover the following): (1) commercial general liability insurance with single combined limits of no less than \$1,000,000 per occurrence; (2) professional liability insurance; and (3) worker's compensation insurance as required under state law; except that the teacher candidates are not considered employees of the District and thus the District is not responsible for worker's compensation insurance for the teacher candidates.

**5.2 Indemnification.** The State of California, the Trustees of the California State University, CSU Bakersfield, their officers, agents and employees shall be responsible for the damages caused by the negligence of their officers, agents and employees occurring in the performance of this Agreement, except as otherwise provided in the Teaching Candidate Acknowledgment, Release of Liability and Promise Not to Sue (which will be executed by each teacher candidate prior to the start of that teacher candidate's Clinical Practice Assignment) as set forth in Attachment 1. The District, their officers, agents and employees shall be responsible for damages caused by the negligence of its officers, agents, and employees occurring in the performance of this Agreement. It is the intention of the Parties that the provisions of this paragraph be interpreted to impose on each Party the responsibility for the negligence (active or passive) of their respective officers, agents and employees.

**5.3 COVID-19.** District and university are aware of and informed about the

hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. District and University are familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. District and University are, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, the District and University will take steps to comply with the modified, changed or updated guidelines or directives. If at any time District or University becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the District or University of that fact.

## **SECTION 6                   GENERAL TERMS**

**6.1    Independent Status.** This Agreement is between two independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association.

**6.2    Non-Discrimination.** The District shall not engage in any discriminatory practices in its performance under this Agreement, including its employment practices, on the basis of sex, race, color, religion, national origin, ethnic group, marital or parental status, ancestry, age, sexual orientation, or physical or mental disability or perception of one or more of such characteristics.

**6.3    Notices.** Any notices under this Agreement must be in writing and sent by U.S. mail and email as follows:

To the University:    California State University, Bakersfield, 9001 Stockdale Hwy,  
Bakersfield CA 93311; [cjenkins@csub.edu](mailto:cjenkins@csub.edu)

To the District:      ALTA VISTA ELEMENTARY SCHOOL DISTRICT 2293 East  
Crabtree Ave, Porterville, CA 93257

**6.4    Construction of Agreement.** This Agreement, together with its attachments, contains the entire agreement between the parties and shall not be modified, amended, or supplemented, or any rights waived, unless such amendment or modification is in writing, refers to this Agreement, and is executed by an authorized representative of each party. This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. If any section of provision of this Agreement is held illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected.

**TCH1035**

By signature below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that she/he is authorized to sign on behalf of and to bind her/his Party to all of the terms and conditions of this Agreement.

California State University, Bakersfield

ALTA VISTA ELEMENTARY SCHOOL  
DISTRICT

---

By: Marina Manzano

---

By:

---

Title: Director of Procurement & Contract  
Services

---

S u p e r i n t e n d e n t

---

Title:

Date:

Date: 10 / 11 / 2023

**TCH1035**

**CERTIFICATION**

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of the Governing Board held on October 11, 2023.

It was moved, seconded and carried that the attached contract with the Trustees of the California State University, under which the University may assign teacher candidates in the District for practice teaching, be approved; and that TCH1035 is hereby authorized to execute the contract.

District: **ALTA VISTA ELEMENTARY SCHOOL DISTRICT**

County: **TULARE**

By: \_\_\_\_\_

Clerk / Secretary of the Governing Board of the School District

A G R E E M E N T

BETWEEN

CALIFORNIA STATE UNIVERSITY, FRESNO  
CHHS/SCHOOL OF NURSING

AND

**ALTA VISTA ELEMENTARY SCHOOL DISTRICT**

THIS AGREEMENT, made and entered into **September 13, 2023**, pursuant to Education Code 89036, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "Trustees", on behalf of CALIFORNIA STATE UNIVERSITY, FRESNO, hereinafter called the "Institution", and **ALTA VISTA ELEMENTARY SCHOOL DISTRICT** hereinafter called the "Agency".

W I T N E S S E T H:

WHEREAS, the Trustees have approved a Nursing Program for the Institution and such program requires clinical nursing experience and the use of clinical facilities; and

WHEREAS, the State Board of Nursing Education and Nurse Registration has heretofore accredited the Institution as a School of Nursing under the Nursing Practice Act; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the Institution's Nursing Program use the facilities of the Agency for their field experience.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

I. AGENCY SHALL:

- A. Permit each student who is designated by the Institution pursuant to Paragraph II.A below to receive clinical experience at the Agency and shall furnish and permit such students and Institution's instructors free access to appropriate clinical facilities for such clinical experience;
- B. Furnish appropriate facilities, in such a manner that there will be no conflicts in the use thereof between the Institution's students and students from other educational institutions, if any.
- C. Maintain the Agency facilities used for the clinical experience in such a manner that said facilities shall conform to all requirements of applicable State Board(s), and/or Business and Professions Codes.
- D. Assure that staff is adequate in number and quality to insure safe and continuous management of the student program in cooperation with the field coordinator.
- E. Provide instructors and students taking part in the field experience, whenever possible, the following:

**AGREEMENT BETWEEN THE CALIFORNIA STATE UNIVERSITY, FRESNO; CHHS /  
SCHOOL OF NURSING & ALTA VISTA ELEMENTARY SCHOOL DISTRICT**

1. A conference-type space suitably furnished for small groups.
2. A storage area for instructional materials
3. Access for each instructor to the medical library.
4. A lecture room equipped with desks and chairs.
5. Field transportation, if appropriate.
6. Lockers for each instructor.
7. Other incidentals that may be mutually agreeable

F. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the clinical experience at the Agency. Provide medical examinations or other protective measures that may be required by the Agency in addition to the health examination provided by the Institution.

G. Permit and encourage members of the resident staff and attending medical staff of the Agency to participate in the instructional phase of the clinical experience.

H. Permit the Agency's designated personnel to attend meetings of the Institution's Faculty, or any committee thereof, to coordinate the clinical experience program provided for under this agreement.

I. The Agency may, if it desires, require the Institution's instructors and students to conform with Agency's policies of keeping an accurate record of the time reporting in and leaving the Agency daily.

J. Have the right, after consultation with the Institution, to refuse to accept for further clinical experience any of the Institution's students who in the Agency's judgment, are not participating satisfactorily.

K. Notify the Institution's clinical instructors, in advance, of any change in the Agency's appointments.

L. As trainees, and solely for the purposes provided in this section, the students shall be considered members of the Agency's "workforce" as defined by the HIPAA regulations of 45 CFR Section 160.103, and shall be subject to Agency's policies protecting the confidentiality of personal health information, as well as any other confidential information that may arise out of performance of this agreement. Agency shall provide the students with substantially the same training that it provides to its employees for such purposes.

**II. TRUSTEES, THROUGH THE INSTITUTION SHALL:**

- A. Designate the students who are enrolled in the Program of the Institution to be assigned for clinical experience at the Agency, in such numbers as are mutually agreed to by both parties.
- B. Establish a rotational plan for the clinical experience by mutual agreement between the Agency's Superintendent and the Institution's Coordinator or their duly authorized representative(s).

**AGREEMENT BETWEEN THE CALIFORNIA STATE UNIVERSITY, FRESNO; CHHS /  
SCHOOL OF NURSING & ALTA VISTA ELEMENTARY SCHOOL DISTRICT**

- C. Supervise all instruction and clinical experience given at the Agency to the assigned students and provide the necessary instructors for the clinical experience program provided for under this agreement.
- D. Keep all attendance and academic records of students participating in said program.
- E. Certify to Agency at the time each student first reports at Agency to participate in said program that said student will comply with the Health Plan for Students.
- F. Advise students to be professional in conduct and activities while at the Agency. Require every student to conform to all applicable Agency policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the Institution and Agency.
- G. Require Institution's instructors to notify Agency's in advance of:
  - 1. Student schedules
  - 2. Placement of students in clinical assignments.
  - 3. Changes in clinical assignments.
- H. In consultation and coordination with the Agency's representatives, plan for the clinical experience to be provided to students under this agreement.
- I. In consultation and coordination with the Agency's staff arrange for periodic conferences between appropriate representatives of the Institution and Agency to evaluate the clinical experience of the program.
- J. Provide and be responsible for the care and control of the Institution's education supplies, materials, and equipment used for instruction during said program.
- K. Distribute to each student, a statement which explains the hazards of drug abuse in the profession.
- L. Provide Worker's Compensation Insurance coverage to students for injury or disease arising out of the Agency's facility while participating in the Institution's Nursing Program.
- M. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement. Proof of such coverage will be provided upon request to the Agency.

**III. GENERAL PROVISIONS**

- A. This agreement shall become effective on the date of countersignature and shall continue for a period of three (3) years provided; however, it may be terminated by either party after giving the other party sixty (60) days advance written notice of its intentions to terminate.

**AGREEMENT BETWEEN THE CALIFORNIA STATE UNIVERSITY, FRESNO; CHHS /  
SCHOOL OF NURSING & ALTA VISTA ELEMENTARY SCHOOL DISTRICT**

- B. Institution shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. Agency shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. It is the intention of Institution and Agency that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective officers, agents and employees.
- C. There shall be no monetary obligation on the Institution or the Agency, one to the other.
- D. This agreement may at any time be altered, changed or amended by mutual agreement of the parties in writing. Additionally, this agreement is not legal and binding upon any of the parties concerned until signed on behalf of the Trustees by the Institution, and the Agency.
- E. Any written notice given under this Paragraph III shall be sent by registered mail to each address below:

California State University, Fresno  
Purchasing Department  
5150 N. Maple Avenue  
Fresno, CA 93740-0111

California State University, Fresno  
College of Health & Human Services, School of Nursing  
2345 E. San Ramon, Mail Stop MH25  
Fresno, CA 93740-8031

**Alta Vista Elementary School District**  
2293 E Crabtree Ave  
Porterville, CA 93257

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

**INSTITUTION:**  
CALIFORNIA STATE UNIVERSITY, FRESNO

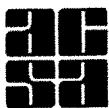
**AGENCY:**  
ALTA VISTA ELEMENTARY SCHOOL DISTRICT

By  Date 09/13/2023

By Kathleen Rindahl 09/14/2023  
Kathleen Rindahl Date  
Program Director/Chair

Name Brandon A. Chiapa

Title Superintendent



**Renewal - ACSA Full Regular Membership for July 1, 2023 - June 30, 2024**

Plus, Optional PAC, ADV and National/State Association Renewal for 2023-2024

*Final Reminder! Membership expires 7/1/2023*

Brandon A Chiapa  
64 Holcomb Street  
Porterville, CA 93257

Please enter or update member data:

Title: Learning Director  
District: Alta Vista ESD  
School: Alta Vista Elementary  
E-mail: bchiapa@altavistaesd.org  
Phone: 559 782 5700

**Section A: ACSA Dues Paid By Members or Districts (See Section B & C for PAC & National/State Dues)**

**Dues Calculation:** ACSA dues for full Regular members are based on annual salary.

→ Total annual salary\* as of June 2023 \$ 160,205 x .0090 = → \$ 1441.85  
(Salary required. Do not leave blank.)

Minimum = \$477.24 for members earning under \$53,000.

Maximum = \$1,657.44 for members earning \$184,200 or more.

\*Administrator/teachers: use administrator earnings only.

If district or county office pays, please add \$78.00 for advocacy efforts.

+ 78.00 ADV

**Section B: Optional Renewal of Political Action Committee Contribution (PAC) - Self Paid Only**

Renew/Add

Check here if you wish to contribute \$78/annually to ACSA's Political Action Committee.

+ 78.00 PAC

**Section C: Optional Renewal of National and State Association Membership(s) Self Paid or District Paid**

Renew/Add

You have been paying dues through ACSA for the organizations checked (v) below. To renew or add membership for any of the following, please check the 'Renew/Add' box on the right. Add up your National/State dues and write the total in the 'Total National/State Dues' box.

Renew/Add

( ) California Association of African-American Superintendents  
( ) National Association of Secondary School Principals  
( ) National Association of Elementary School Principals

\$100.00

\$250.00

\$259.00

Total National/State Dues

\$

Enter Total Annual Dues Here → \$ 1441.85

ACSA dues + PAC or ADV contribution + National dues + State dues

**Section C: Payment Option:** Enclosed Return Envelope is ONLY for checks. Please review options below:

**For Monthly Deduction, Credit Card or Purchase Order**

E-MAIL to: [memberservices@acs.org](mailto:memberservices@acs.org) or mail to ACSA

Attn: Member Svcs 1029 J Street, Ste 500, Sacramento CA 95814

Select one:  Member Pay  District/County Office Pays

Please select pay plan below: Renew by 09/20/2023

Payroll Deduction

→ Signature \_\_\_\_\_ Date \_\_\_\_\_

I agree that my dues will be deducted by my payroll office. This authorization shall remain in effect until revoked in writing by me or by ACSA. I consent to the adjustment of such deduction to reflect any change in dues of which the payroll office may be advised by the organization.

Bill District Monthly: Authorized by: \_\_\_\_\_ Ph# ( )

District PO attached

MasterCard/Visa:  Full payment  3 installment (charge 1/3 of total dues)

Note: 3 installment is for member pay only and not offered after 09/30/23

Card # \_\_\_\_\_ Expiration \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**For Checks only (use return envelope)**

Mail to: ACSA P.O Box 744656  
Los Angeles CA 90074-4656

Please renew by 9/20/23

Select one:  Member Pay  District Pay

If choosing District Pay, forward form to your district accounts payable for authorization and payment.

Please Indicate:

ACSA Dues  National Org Dues

Full payment (enclose check)

3 equal installments (enclose 1/3 of total dues)

Note: 3 installment is for member pay only and not offered after 09/30/23

**Member Job Classification – Please check appropriate box**

Certificated Mgmt or Supv  CA Dept of Ed, or CTC  
 Classified Mgmt or Supv  Confidential  Other (specify) \_\_\_\_\_  
 Professors of Ed (Associate membership optional)

Contributions to support ACSA/ACSA's political activities are not tax deductible. ACSA retains sole discretion over the use of member political contributions. Dues may be deductible as business expenses. ACSA estimates that the non-deductible portion of dues allocable to lobbying is 13.3%.

Questions? Toll-Free (800) 608-2272 ♦ Email [memberservices@acs.org](mailto:memberservices@acs.org) ♦ ACSA, 1029 J Street Ste 500, Sacramento CA 95814

**THANK YOU FOR RENEWING YOUR ACSA MEMBERSHIP!**

S-3802 R-101956

**AGREEMENT BETWEEN  
THE PLEASANT VIEW SCHOOL DISTRICT  
AND ALTA VISTA SCHOOL DISTRICT  
REGARDING INTERDISTRICT TRANSFERS FOR STUDENT DISCIPLINE  
AND STUDENT SUPPORT PURPOSES**

This Memorandum of Understanding (“Agreement”) is made by and between the Alta Vista School District (“District of Residence”) and the Pleasant View School District (“Pleasant View” and collectively with District of Residence, referred to as the “Parties”). The purpose of this Agreement is to set out the responsibilities of the Parties in conjunction with the delivery by Pleasant View of a public school education through its community day school program to students who reside within the boundaries of the District of Residence.

**RECITALS**

**WHEREAS**, the District of Residence is a public school district located within the County of Tulare and authorized to serve students in Kindergarten (K) through eighth (8th) grade;

**WHEREAS**, Pleasant View is a public school district located within the County of Tulare and authorized to serve students in Kindergarten (K) through eighth (8th) grade;

**WHEREAS**, the Parties acknowledge that the school district in which a student resides has the discretion to grant or deny inter-district transfer permits under Education Code section 46600 et seq. and other applicable provisions of law, board policies, and administrative regulations;

**WHEREAS**, the Parties acknowledge that the school district that is requested to receive a transferring student has the discretion to grant or deny inter-district transfer permits under Education Code section 46600 et seq. and other applicable provisions of law, board policies, and administrative regulations;

**WHEREAS**, Pleasant View has established a community day school in accordance with applicable laws and Education Code section 48662, entitled Buena Vista Community Day (“School”), which can serve students in the fourth (4<sup>th</sup>) through eighth (8<sup>th</sup>) grades;

**WHEREAS**, District of Residence desires to have the option to place students residing within the District of Residence at Pleasant View’s School throughout the school year;

**WHEREAS**, in order for Pleasant View to maintain the School open for enrollment, it must ensure that it has sufficient funding for staffing and resources;

**WHEREAS**, this Agreement has the purposes of clarifying the roles and responsibilities of the Parties with regards to the School;

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

**AGREEMENT BETWEEN  
THE PLEASANT VIEW SCHOOL DISTRICT  
AND ALTA VISTA SCHOOL DISTRICT  
REGARDING INTERDISTRICT TRANSFERS FOR STUDENT DISCIPLINE  
AND STUDENT SUPPORT PURPOSES**

**TERMS AND CONDITIONS**

1. **Recitals.** The recitals set forth above are hereby incorporated into this Agreement as terms.

2. **Term.** The term of this Agreement shall commence on August 1, 2023 and terminate on June 30, 2024 ("Term"), unless otherwise renewed or if terminated as set forth in Section 11 below.

**3. Pleasant View's Responsibilities.**

Pleasant View shall:

- a. Maintain the School as a community day school in compliance with the requirements of applicable laws during the term of this Agreement.
- b. Accept students referred by District of Residence for transfer and enrollment into School, for which Pleasant View may establish protocols or procedures.
- c. Ensure that students enrolled in the School have access to the resources and materials needed to participate in the School program and complete assigned work.
- d. Claim the apportionment received from the State of California for students enrolled in School.
- e. Maintain complete and accurate records with respect to the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Pleasant View shall make such records available to the District of Residence for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

**4. School Program Operation.**

- a. Pleasant View may operate the School's program in accordance with the academic calendar adopted by Pleasant View, notwithstanding any differences with the academic calendar adopted by District of Residence
- b. Pleasant View shall not be responsible for transportation of any students under this Agreement.

**AGREEMENT BETWEEN  
THE PLEASANT VIEW SCHOOL DISTRICT  
AND ALTA VISTA SCHOOL DISTRICT  
REGARDING INTERDISTRICT TRANSFERS FOR STUDENT DISCIPLINE  
AND STUDENT SUPPORT PURPOSES**

**5. District of Residence's Obligations.**

The District of Residence shall:

- a. Inform Pleasant View when it wishes to enroll a student in the School.
- b. Inform the student and family who seeks enrollment into the School that admission to School is only for attendance at School and once a student no longer attends School the student can no longer remain enrolled in Pleasant View.
- c. Inform the student and family of applicable who seeks enrollment into the School of procedures and timelines for the students return to and re-enrollment in the District of Residence.
- d. Assist Pleasant View in returning a student to the District of Residence for re-enrollment in the District of Residence after the term of the student is assigned enrollment in the School has been completed.

**6. Special Education Services.**

- a. A "student with a disability" is defined as any student who meets eligibility under the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 et seq.) or Section 504 of the Rehabilitation Act (29 U.S.C. § 794 et seq.). The provisions set forth in this section pertain only to District of Residence students with disabilities who transfer to Pleasant View pursuant to this Agreement for purposes of attending the School. These provisions do not apply to any other District of Residence or Pleasant View students with disabilities.
- b. Each Party shall notify the other of any complaints related to a student or student's educational program including, but not limited to, complaints with the California Department of Education, Office of Administrative Hearings, and U.S. Department of Education Office for Civil Rights. Each Party shall cooperate fully with reasonable requests from the other Party for information and documentation related to such complaints to the extent allowed by law.
- c. The District of Residence shall be responsible for offering and providing a Free Appropriate Public Education to the student pursuant to the IDEA and related state laws, or Section 504. The District of Residence shall be responsible for providing and funding all specialized academic instruction, related services, and transportation as required by the student's IEP or Section 504 Plan. Pleasant View shall implement all program accommodations and modifications required by the student's IEP or Section 504 Plan.
- d. The District of Residence shall be responsible for arranging and coordinating all

**AGREEMENT BETWEEN  
THE PLEASANT VIEW SCHOOL DISTRICT  
AND ALTA VISTA SCHOOL DISTRICT  
REGARDING INTERDISTRICT TRANSFERS FOR STUDENT DISCIPLINE  
AND STUDENT SUPPORT PURPOSES**

necessary IEP and Section 504 meetings in accordance with applicable state and federal law. The Parties agree to hold IEP and Section 504 meetings at mutually agreed upon dates and times. Pleasant View shall be responsible for having the designated representative of Pleasant View and the student's School teacher in attendance at IEP and Section 504 meetings, and the District of Residence shall be responsible for having all other required team members in attendance at IEP and Section 504 meetings.

- e. Pleasant View shall comply with all child find duties and will refer any student for whom assessment for 504 or special education eligibility may be warranted to the District of Residence. Pleasant View shall also notify the District of Residence of any assessment requests. The District of Residence shall be responsible for conducting necessary special education assessments including, but not limited to, parent/staff requests for assessments and triennial assessments.
- f. To the extent any issues regarding a student's attendance in the School pursuant to this Agreement arise, the Parties shall meet and confer, and consult with the parent/guardian of the student as necessary to decide on a resolution consistent with the Education Code, IDEA, and Section 504 of the Rehabilitation Act.

**7. Funding.**

It is understood by the Parties that operation of the School obligates Pleasant View to provide a salary, material and supplies to the staff assigned to the School. Thus, in consideration for the option to send students to School, the Parties desire to divide the costs as follows:

- a. Pleasant View will determine its total budget for the year for staff assigned to School, which is outlined in Exhibit A ("Total Cost") of the Agreement.
- b. Pleasant View will collect the average daily attendance for all students assigned to the School. Pleasant View will deduct the average daily attendance it will receive as of the Second Principal Apportionment (P-2) and deduct that amount from the Total Cost, this amount will be referred to as the "Remaining Balance" for purpose of this Agreement.
- c. The Remaining Balance will be divided equally amongst Pleasant View and the District of Residence as well as any other school districts who enter an agreement with Pleasant View regarding interdistrict transfers for student discipline and student support services by August 1, 2023 of the applicable school year, and said amount will be referred to as "District Cost" for purposes of this Agreement.
- d. The District Cost paid by District of Residence to Pleasant View shall not exceed \$40,000.00. District of Residence shall pay Pleasant View its District Cost within

**AGREEMENT BETWEEN  
THE PLEASANT VIEW SCHOOL DISTRICT  
AND ALTA VISTA SCHOOL DISTRICT  
REGARDING INTERDISTRICT TRANSFERS FOR STUDENT DISCIPLINE  
AND STUDENT SUPPORT PURPOSES**

sixty (60) days of receipt of a detailed invoice from Pleasant View, including any supporting documentation District of Residence reasonably requests.

8. **Separate Legal Entities.** In entering this Agreement, the Parties agree Pleasant View is a separate government agency, and not an employee or agent of the District of Residence. This Agreement in no way creates any type of employment, partnership, joint venture or other relationship between the Parties, other than that of separate California school districts. Each Party will have exclusive control of its own management, assets, and affairs. Neither Party assumes any liability, by virtue of this Agreement, for any debts or other obligations incurred by the other Party to this Agreement. No Party shall represent itself as an agent of the other Party.
9. **Indemnification.**
  - a. Pleasant View shall indemnify and hold harmless the District of Residence from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by the District of Residence as a result of any breach of this Agreement by Pleasant View or any acts or omissions of Pleasant View, its employees or agents, except for acts of negligence or misconduct of Pleasant View.
  - b. District of Residence shall indemnify and hold harmless Pleasant View from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by Pleasant View as a result of any breach of this Agreement by the District of Residence or any acts or omissions of the District of Residence, its employees or agents, except for acts of negligence or misconduct of the District of Residence.
10. **Mediation.** If a dispute arises out of or relating to this Agreement or the breach of this Agreement, and if the 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 will be mutually selected by the Parties, but in case of disagreement, the mediator will be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator will be split equally by the Parties, otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute. The Parties hereby agree to this Agreement and certify that the agreements made here will be honored.
11. **Termination for Cause.** If Pleasant View or the District of Residence fails to fulfill in a timely and proper manner its respective obligations under this Agreement, the party which properly performed under this Agreement shall have the right to terminate this Agreement by giving thirty (30) calendar days advance written notice to the other party

**AGREEMENT BETWEEN  
THE PLEASANT VIEW SCHOOL DISTRICT  
AND ALTA VISTA SCHOOL DISTRICT  
REGARDING INTERDISTRICT TRANSFERS FOR STUDENT DISCIPLINE  
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of such termination and specifying the effective date of such termination, which shall be at least sixty (60) calendar days from the date of the notice. The party which failed to perform shall be given a reasonable amount of time to remedy any failure to fulfill its respective obligations under this Agreement, which shall be at least thirty (30) calendar days. If the party who provided the notice remains unsatisfied that the failure to fulfill obligations has not been corrected, it shall provide a final notice to the other party that the Agreement will be terminated and specify the effective date. If the Agreement is terminated, the District of Residence shall pay a prorated amount of the District Cost identified in paragraph 7, Funding.

12. **Insurance.** TBD
13. **Record Retention.** All records related to this Agreement shall be retained for three (3) years from the close of the applicable fiscal year or longer if required by law.
14. **Miscellaneous Provisions.**
  - a. **Compliance with Law.** The Parties shall comply and conform to any applicable municipal, state, and federal laws, regulations, orders, permits, requirements and rules, as may be amended from time to time, relating to this Agreement throughout the entire Term of this Agreement and any extension or renewal thereof.
  - b. **Notices.** All notices required to be given between the Parties shall be in writing and transmitted by any of the following methods: (1) overnight mail with proof of delivery; (2) email provided receipt is acknowledged; (3) personal delivery; (4) certified mail, return receipt requested; or (5) by regular mail placed in the United States Mail, postage prepaid, as follows:

**To Pleasant View:**  
14004 Road 184 Porterville, CA 93257

**To District of Residence:**  
2293 E. Crabtree Avenue Porterville, CA 93257

Any party may change its mailing address at any time by giving written notice of such change to the other parties in the manner provided therein. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected, or if mailed or sent by overnight delivery service, on the delivery date or attempted delivery date shown in the return receipt. No party shall refuse or evade delivery of any notice.

- c. **Venue.** The validity of this Agreement and any of its terms or provisions, as well

**AGREEMENT BETWEEN  
THE PLEASANT VIEW SCHOOL DISTRICT  
AND ALTA VISTA SCHOOL DISTRICT  
REGARDING INTERDISTRICT TRANSFERS FOR STUDENT DISCIPLINE  
AND STUDENT SUPPORT PURPOSES**

as the rights and duties of the Parties, shall be governed by the laws of the State of California and venue shall lie in the appropriate court in Tulare County.

- d. **Modifications.** No modifications, amendments, changes, or variations of any kind to this Agreement are authorized without written consent, evidenced by execution of an amendment by an authorized representative of the District of Residence and Pleasant View.
- e. **Interpretation.** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.
- f. **Integrated Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Each of the Parties acknowledges that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.
- g. **Survival of Covenants.** Notwithstanding termination of this Agreement, the indemnification provisions shall survive and be fully enforceable notwithstanding the termination date of this Agreement.
- h. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and this Agreement shall remain in full force and effect.
- i. **Non-Discrimination.** There shall be no unlawful discrimination by either party under this Agreement because of race, color, national origin, age, ancestry, religion, sex, sexual orientation or other classification protected by law of such persons.
- j. **Signatures.** Each person below warrants and guarantees that he/she is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

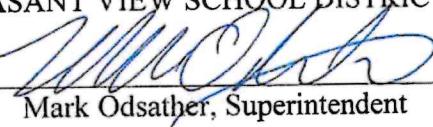
AGREEMENT BETWEEN  
THE PLEASANT VIEW SCHOOL DISTRICT  
AND ALTA VISTA SCHOOL DISTRICT  
REGARDING INTERDISTRICT TRANSFERS FOR STUDENT DISCIPLINE  
AND STUDENT SUPPORT PURPOSES

- k. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- l. **Effective Date.** This Agreement shall become binding and effective upon approval by both the District of Residence and Pleasant View's Board of Trustees.

**The Parties hereby have executed this Agreement as of the date first written above.**

DATED: 9/28/23

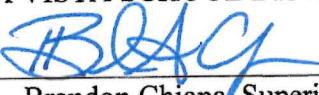
PLEASANT VIEW SCHOOL DISTRICT

By: 

Mark Odsather, Superintendent

DATED: 9/29/2023

ALTA VISTA SCHOOL DISTRICT

By: 

Brandon Chiapa, Superintendent

Board agenda item for October 11, 2023

Action Item:

Award of Site and Utility Work for New TK Classroom Project:

After bid opening on September 28, 2023, we have found the bid amount of \$288,911.00 submitted by S and B Sons Inc. to be the lowest and responsible bid for the project. We recommend the Board award this project to S and B Sons and enter into a contract to bind the commitment. We ask the Board's approval and direct the Superintendent to sign the contract when document is ready.

Attachment: Bid form from S and B Sons, Inc.

## BID FORM

ALTA VISTA ELEMENTARY SCHOOL DISTRICT  
2293 E Crabtree Ave. Porterville, CA 93257

Dear Board Members:

The undersigned doing business under the firm name of:

S&B Sons Inc.

hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the Completion of Work described hereinafter and in the Contract Documents:

### **SITE & UTILITY WORK FOR NEW TK CLASSROOM AT ALTA VISTA ELEMENTARY SCHOOL**

prepared by:

DKJ Architects, Inc  
1736 S. Central Street Suite A,  
Visalia CA, 93277.  
Phone: (559)738-0309

for the amount of Two hundred eighty eight thousand Dollars  
(\$ 288,911.00) plus Nine hundred  
Eleven.

If written notice of the Award of Contract is e-mailed, mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be e-mailed, mailed, faxed, or delivered:

info@sbsonus.com, 6807 Cherry Ave Bakersfield CA 93314

Our Public Liability and Property Damage Insurance is placed with:

Clifford and Bradford Insurance Agency

Our Workers' Compensation Insurance is placed with:

Clifford and Bradford Insurance Agency

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date 9-15-22 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. 2 Date 9-26-22 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president, or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name: Benny Joseph C.

President

Title: \_\_\_\_\_

Name of Company as Licensed: S&B Sons Inc.

Business Address: 6807 Cherry Ave

Bakersfield, CA 93314

Telephone Number: 661-392-9100

California Contractor License No.: 978577

Class and Expiration Date: A/B 11/30/24

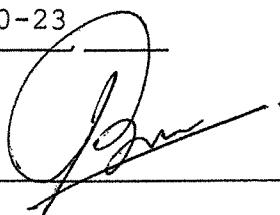
Public Works Contractor Registration No. (if applicable): 10000033273

State of Incorporation, if Applicable: CA

Evidence of authority to bind corporation is attached.

Dated: 9-20-23

Signed: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "John Doe".

## DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below the name and the location of the place of business of each subcontractor and the California contractor license number, and public works contractor registration number (for all projects over Twenty-five Thousand Dollars (\$25,000)), of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor.

An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor. If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-five Thousand Dollars (\$25,000): for any bid proposal submitted and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

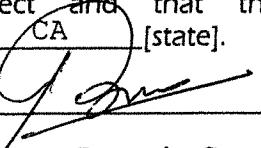
**NOTE:** *Reproduce page two of this section for additional listings needed beyond the length of this form.*

## **SITE AND UTILITY WORK FOR A NEW MODULAR TK CRM AT ALTA VISTA ELEMENTARY SCHOOL**

DKJ Proj. No. 202201.1  
September 13, 2023

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on Sept 20 2023 at Bakersfield [city], CA [state].

Signature: 

Print Name: Benny Joseph C

Title: President

Sufficient Funds Declaration  
(Labor Code section 2810)  
To Be Executed by Bidder and Submitted with Bid

Owner: Benny Joseph C.  
Contract for: Alta Vista Project

I, Benny Joseph C., declare that I am the President of S&B Sons Inc. the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit S&B Sons Inc. [insert name of entity] to comply with all local, state or federal labor laws or regulations during the performance of the Contract for the Project, including payment of prevailing wage, and that S&B Sons [the entity] will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on Sept 20 2023 at Bakersfield, CA [state].

Date: 9-20-23



Signature  
Benny Joseph C.

Print Name: Benny Joseph C.  
Print Title: President

**NONCOLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

Owner: Alta Vista Elementary School District

Contract for: Additional Classrooms Project

The undersigned declares:

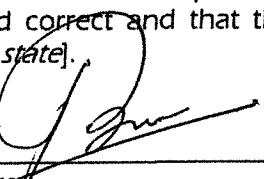
I am the President of S&B Sons Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on Sept 20 2023 at Bakersfield [City],  
CA [state].

Signature

  
Benny Joseph C.

Print Name

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**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700, in relevant part, provides:

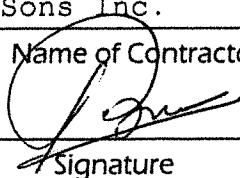
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (b) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

S&B Sons Inc.

Name of Contractor



Signature

Benny Joseph C.

9-20-23

Print Name

Date

(In accordance with Article 5 (commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

**IRAN CONTRACTING ACT CERTIFICATION**  
(Public Contract Code sections 2202-2208)  
(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code ("PCC") section 2204 for contracts of \$1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete one of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i> S & B Sons Inc.	<i>Federal ID Number (or n/a)</i> 46-0649003
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Benny Joseph C.	
<i>Date Executed</i> 9-20-23	<i>Executed in</i> Bakersfield CA

**OPTION #2 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

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**RUSSIA- UKRAINE CERTIFICATION**  
**(To be Executed by Bidder and Submitted With Bid)**

As required by Executive order State of California, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete **the certification**, below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below will comply with the Economic Sanctions imposed by the State of California and the Government of the United States of America, in accordance with the Executive order following this page.

<i>Bidder Name/Financial Institution (Printed)</i> S&B Sons Inc.	<i>Federal ID Number (or n/a)</i> 46-0649003
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Benny Joseph C.	
<i>Date Executed</i> 9-20-23	<i>Executed in</i> Bakersfield CA

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 *et seq.*, the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- (4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

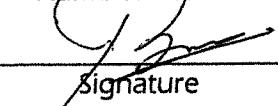
I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

S&B Sons Inc.

Name of Contractor



Signature

Benny Joseph C.

Print Name

9-20-23

Date

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT**  
(Education Code Section 45125.2(a))

*Note: This document must be executed and submitted with the bid.*

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) or you as a sole proprietorship will have more than limited contact with students, then you must take one or more of the following steps:
  - a. Install a physical barrier at the worksite to limit contact with pupils.
  - b. Have an employee (if not a sole proprietorship), who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)
  - c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: 9-20-23



Signature

Name: Benny Joseph C.

Title: President

ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor, and no sole proprietor, who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun,

assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

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## ASBESTOS CERTIFICATION FORM

### SECTION 00 62 95

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MATERIAL SPECIFICATION SECTION NUMBER	
Project: New Site and Utilities Work for a new Modular TK classroom	
Project No.: 202201.1	
Owner:	Alta Vista Elementary School District
Architect/Engineer:	DSA File No.: 54-4
Contractor:	DSA Appl.: 02-121693
Contractor:	OPSC Appl. No. 70/71811-00-003

To: Alta Vista Elementary School District

From: S&B Sons Inc.

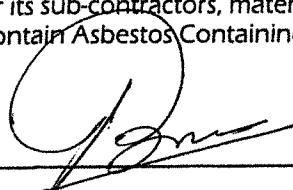
Subject: Asbestos Containing Building Materials (ACBM)

I hereby certify that, to the best of my knowledge, the materials furnished and/or installed by S&B Sons Inc.

(Name of Contractor)

or its sub-contractors, materials or equipment suppliers on the project referenced above do not contain Asbestos Containing Building Materials (A.C.B.M.)

Signed:



President

Date:

9-20-2023

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
S&B Sons, Inc. \_\_\_\_\_ as Principal and  
The Ohio Casualty Insurance Company \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the Alta  
Vista Elementary School District, "Owner" in the sum of Ten Percent of Bid Amount Dollars  
(\$ 10% of bid ) for payment of which sum, well and truly to be made, we hereby jointly and severally  
bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of DKJ Proj. No. 202201.1 in strict accordance with Contract Documents.

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternative;

b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

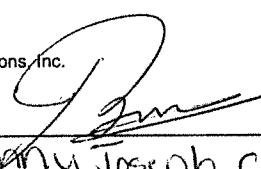
IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 25th day of September, 2023, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

S&B Sons, Inc.

(Principal)

  
Barry Joseph C. President

6807 Cherry Ave

(Business Address)

Bakersfield, CA 93314

The Ohio Casualty Insurance Company (Corporate Surety)

790 The City Dr S Orange CA 92868

Business Address)

By   
Michael Melshenker, Attorney in Fact

The rate or premium of this bond is N/A per thousand, the total amount of premium charged, \$ N/A.

(The above must be filled in by Corporate Surety).

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California      County of      Ventura      \_\_\_\_\_)

On September 25, 2023 before me, S. Martinez-Hernandez, Notary Public  
(insert name and title of the officer)

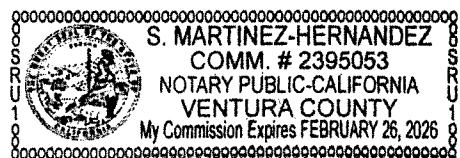
personally appeared Michael Melshenker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature

(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8208216-992821

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael Melshenker

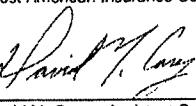
all of the city of Ventura state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of June, 2022.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 27th day of June, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surely Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

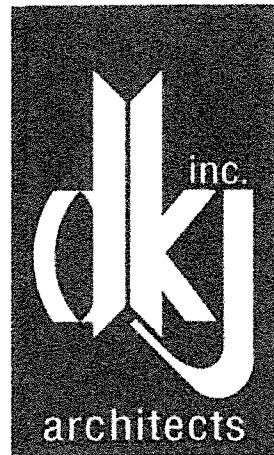
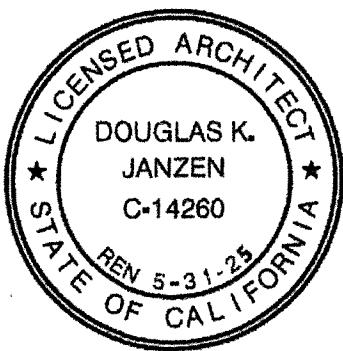
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of September, 2023.



By:

  
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



September 15, 2023

ADDENDUM NO. 01

AD-01

**PROJECT:**

SITE AND UTILITIES WORK for the  
ALTA VISTA ELEMENTARY Modular TK Building Addition

DKJ PROJECT NO. 202201.1

This addendum consists of one (1) printed page, plus attachments.

**GENERAL**

This addendum changes the bid date or time.

1. Mandatory pre-bid conference- September 20, 2023 @ 11am

**Spec Changes**

Notice to bidders  
Instructions to bidders

A handwritten signature in black ink, appearing to read "Douglas K. Janzen".

**ATTACHMENTS**

Notice to bidders- Revised  
Instructions to bidders

**NOTICE TO BIDDERS**

Notice is hereby given that Alta Vista Elementary School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for the award of the Contract to construct:

**SITE AND UTILITIES FOR A NEW MODULAR TK CLASSROOM**  
**ALTA VISTA ELEMENTARY SCHOOL**

as per drawings and specifications which may now be obtained electronically from the Tulare-Kings Builders' Exchange or the Architect:

DKJ Architects,  
1736 S. Central Street Suite A,  
Visalia CA, 93277  
Phone: (559)738-0309

Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined. The lowest bid shall be determined on the amount of the base bid,

This Contract is not subject to prequalification pursuant to Public Contract Code section 20111.6.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

Contract Time shall be one hundred and forty eight days (148) calendar days, and liquidated damages for delay shall accrue. See Agreement Between Owner and Contractor for more information.

Bids must be sealed and filed in the Business Office of the Owner at 2293 E Crabtree Ave. Porterville, CA 93257, on September 28<sup>th</sup>, 2023, before 11:00 a.m. on the clock designated by the Owner or its representative as the bid clock, after which time bids will be opened. No bid will be accepted by Owner after this time. Facsimile (FAX) copies of the bid will not be accepted.

September 20, 2023 @ 11:00am

A mandatory pre-bid conference will be held on October 23<sup>rd</sup>, 2023, at 9:00am 2293 E Crabtree Ave. Porterville, CA 93257. Bidders not attending the conference will be disqualified. The attendees can only represent one company.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner.

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor

**SITE AND UTILITY WORK FOR A NEW MODULAR TK CRM AT  
ALTA VISTA ELEMENTARY SCHOOL**

**DKJ Proj. No. 202201.1  
September 13, 2023**

and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum, as set forth in the Contract Documents.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have a Class "B" license and shall maintain that license in good standing through Contract completion and all applicable warranty periods. For all projects over Twenty-five Thousand Dollars (\$25,000), bidder shall state the public works contractor registration number on the Designation of Subcontractors form for each subcontractor performing more than one-half of one percent (0.5%) of the bidder's total bid.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available on request.

Advertise:

1st Publication Date Sept 12<sup>th</sup>, 2023

2nd Publication Date Sept 19<sup>th</sup>, 2023

By: \_\_\_\_\_

Its: \_\_\_\_\_

**INSTRUCTIONS TO BIDDERS**  
ALTA VISTA ELEMENTARY SCHOOL DISTRICT

**SECURING DOCUMENTS:**

Drawings and Specifications are available electronically from the Architect at:

**DKJ Architects,**  
1736 S. Central Street Suite A,  
Visalia CA, 93277.  
Phone: (559)738-0309

**PREQUALIFICATION:**

This Contract is not subject to prequalification.

**RETENTION:**

The Owner will withhold retention of 5% from all progress payments.

**REGISTRATION:**

For all projects over Twenty-Five Thousand Dollars (\$25,000), the Owner shall not accept any bid or enter into any contract without proof of the bidder's current registration to perform public work under Labor Code section 1725.5.

For all projects over Twenty-five Thousand Dollars (\$25,000), the bidder shall not accept any subbid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5.

**PRE-BID CONFERENCE:**

September 20, 2023 @ 11:00am

A mandatory pre-bid conference will be held on October 23<sup>rd</sup>, 2023, at 9:00am, 2293 E Crabtree Ave, Porterville, CA 93257. Bidders not attending the conference will be disqualified.

**BIDS:**

Bids to receive consideration shall be made in accordance with the following instructions:

1. Bids shall be made on a form therefor, obtained from the Architect or Owner. Bids not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand.
2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications. If prequalification is required for this Contract, no bid will be accepted from a contractor that has not been prequalified.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner or Architect or any Construction Manager.

4. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.
5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof and these Instructions to Bidders, every bidder shall set forth in its bid (using the Owner's form for Designation of Subcontractors:
  - A. The name and location of the place of business, the California contractor license number, and for all projects over Twenty-Five Thousand Dollars (\$25,000), the public works contractor registration number, of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half (½) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.
  - B. The portion of the Work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half (½) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:
    - 1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
    - 2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
    - 3) Sublet or subcontract any portion of the Work in excess of one-half (½) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.
6. The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and the rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.

7. All bids must be accompanied by a completed Non-Collusion Declaration and Sufficient Funds Declaration (Labor Code § 2810). All bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment; Iran Contracting Act Certification, if required by law (see form); Workers' Compensation certification; and DVBE Certification of Participation and Good Faith Worksheet, if DVBE is required (see paragraph 10).
8. Bids must be accompanied by a certified check, cashier's check, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded the Work, and in case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.
9. Bids shall be sealed and filed as indicated in the Notice to Bidders. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.
10. **THIS CONTRACT IS NOT SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.**
11. Contractor shall maintain its license in good standing through Completion of the Work and all applicable warranty periods. Owner reserves the right to reject any bid as nonresponsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor's license is suspended or expires prior to award of the Contract. Owner also reserves the right to reject any bid as nonresponsive if a listed subcontractor's license is not in good standing to perform the work for which it is listed from the time of submission of the bidder's bid to award of the Contract.
12. The Owner reserves the right to waive any irregularity and to reject any or all bids.
13. To summarize, each bid for the Contract must include the following documents:
  - a. Bid form
  - b. Bid security
  - c. Designation of Subcontractors
  - d. Non-Collusion Declaration
  - e. Sufficient Funds Declaration
  - f. Workers' Compensation Certification
  - g. Iran Contracting Act Certification
  - h. Russia-Ukraine Contracting Certification

**WITHDRAWAL OF BIDS:**

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids

or any authorized postponement thereof. A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq. Unless otherwise required by law, no bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening thereof or any extension thereof. The owner reserves the right to take more than sixty (60) days to make a decision regarding rejection of the bid or award of the Contract.

**OPENING OF BIDS:**

Opening of bids shall be as soon after the hour set as will be possible; opening and declaration to be as set forth in the Notice to Bidders. Any and all bidders will be permitted to attend.

**EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents. Bidders shall visit the site of the proposed Work, examine the building, or buildings, if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Pursuant to Public Contract Code section 1104: 1) bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; 2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Architect or Owner; and 3) the review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional.

**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:**

The form of Agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a part of this Bid Package.

**ADDENDA OR BULLETINS:**

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its bid, shall be covered in the bid, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Architect and approved by the Division of State Architect.

**EVIDENCE OF RESPONSIBILITY:**

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's or its subcontractor's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed Contract may result in rejection of the bid.

**AWARD OF CONTRACT:**

Rejection of any or all bids, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the Contract is awarded, the Owner may at its sole discretion, require from the proposed Contractor on the Project further evidence of the reasonable qualifications of such contractor to

faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract.

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner under California law and as specified herein and shall be entered into by the successful bidder within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between Owner and Contractor.

**EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:**

The Agreement between Owner and Contractor shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned, together with the required Contract bonds, insurance certificates, additional insured endorsement, declarations page, a Public Contract Code section 3006(a) Roof Project Certification, if required, Drug-Free Workplace Certification, and Independent Contractor Student Contact Form, within ten (10) days after receipt of the notice of award of the Contract. If the ten (10) day period would expire after the date for commencement of the Work, Contractor must submit the documents before the date of commencement of the Work. If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law. A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Work involves repair of 25% or less of the roof, or costs \$21,000 or less.

**CONTRACT BONDS:**

As required by the Contract Documents, two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the successful bidder on the Project at the time of entering into the Contract and filed with the Owner before the successful bidder commences any Work. They shall be in the form of surety bonds issued by Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

**Performance Bond** in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after Completion and during any warranty or guaranty period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

**Payment Bond** (Labor and Material) in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

**SITE AND UTILITY WORK FOR A NEW MODULAR TK CRM AT  
ALTA VISTA ELEMENTARY SCHOOL  
SUBSTITUTION OF MATERIALS:**

**DKJ Proj. No. 202201.1  
September 13, 2023**

The Contractor must ensure that the proposed substitutions by the Contractor or its subcontractors are submitted to the Owner and Architect a minimum of FOURTEEN (14) calendar days prior to the bid opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An addendum may be issued prior to bid opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Submittals shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents. Submittals without this information will be automatically rejected.

**PAYMENTS:**

Payments to the Contractor on account of the Contract shall be made in accordance with the terms of the Contract Documents.

**TAXES:**

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

**EARLY TERMINATION:**

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order Work on the Project to cease. The Owner will remain obligated to pay for the Work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the Work has not been done.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

The Contract Time shall be one hundred and forty (140) calendar days. See Article III of the Agreement.

Liquidated damages for delay in Completion of the Work within the Contract Time will accrue and may be assessed as provided in the Contract Documents, including Article III of the Agreement and Article 8 of the General Conditions.

ALTA VISTA 2023 FDKFDP Modular Classroom

## Site and Utilities Bid

Date: 9/28/2023 Time: 11:00PM

BID TABULATION FORM

DKJ Project No: \_\_\_\_\_



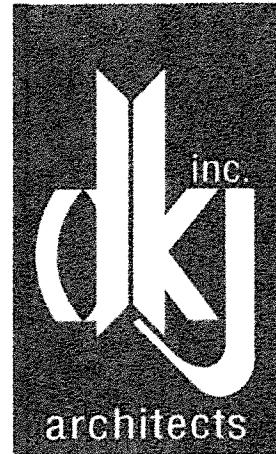
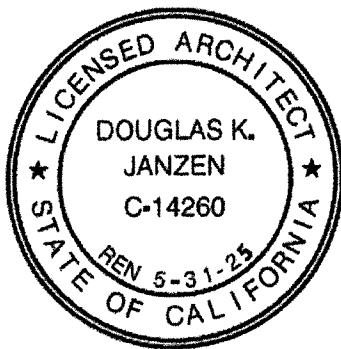
## ALTA VISTA ELEMENTARY SCHOOL

Meeting Title: Bid Opening - TK Building

Meeting Type (circle one):  ILT  LT  Staff  PLC  Other: \_\_\_\_\_

Date: 9-28-2023

Print Name	Signature
Dale Atkins	Dale Atkins
Rhyan Wilson	Rhyan Wilson
Nicole Bigelow	Nicole Bigelow



September 25, 2023

## ADDENDUM NO. 02

### PROJECT:

SITE AND UTILITIES WORK for the  
ALTA VISTA ELEMENTARY Modular TK Building Addition

DKJ PROJECT NO. 202201.1

### GENERAL

1. Specs Section 011100 & 015000 call out for temp trailer and project sign, will this be required for this project?
  - a. Temp trailer and project signs are NOT required
2. Who will remove and dispose spoils created during excavation of footings from modular company?
  - a. Spoils from the activities of the modular manufacturer's work are the responsibility of the modular contractor
3. Will this project require termite control?
  - a. Termitecide will be the responsibility of the modular contractor
4. Who is this IOR for this project?
  - a. The IOR has not yet been selected but may be John Leach
5. Who will furnish and install the awning called out on sheet AS2 keynote #5 & A-400 & 3/A-6.05
  - a. The awning is part of the PC Drawings and is responsibility of the modular contractor

### ATTACHMENTS

N/A

A handwritten signature in black ink, appearing to read "John Leach".

## ALTA VISTA ELEMENTARY SCHOOL

2293 East Crabtree Ave  
Porterville, CA 93257  
(559) 782-5700 | (559) 788-2320



District

# MEMO

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**Subject:** Substitute Pay Increase

**Date:** 10/05/2023

**Total Pages:** 2

### NOTES:

Since the COVID-19 pandemic began in 2020, there has been a large change in the availability of qualified substitutes across the state and county. Alta Vista has remained marketable to substitutes based on the climate at our school. Currently, Alta Vista Elementary School District compensates substitutes \$145/day. Day is interpreted as any assignment lasting longer than 4 hours.

With goals set this year in professional development that exceed our previous years' achievements, the demand for substitutes will be large this year than in years past. It is imperative that Alta Vista remains market competitive as well as provides compensation proportionate to the tasks being completed.

Based on research and calculations in regard to our salary scale, the District suggests increasing the Substitute daily rate from \$145/day to \$175/day. The current substitute rate is 48% of the beginning teacher daily rate. The new substitute daily rate will be 58% of the beginning teacher pay.

**Current Substitute Pay**

**\$145/day**

**\$20.42/hour**

**Proposed Substitute Rate**

**\$175/day**

**\$24.65/hour**

**10% increase from previous rate.**

**Santa Clara County Office of Education Rate:**

[\*\*https://www.sccoe.org/depts/Human-Resources/classified/Documents/Rules/Substitute-Salary-Schedule.pdf\*\*](https://www.sccoe.org/depts/Human-Resources/classified/Documents/Rules/Substitute-Salary-Schedule.pdf)

**\$200/day**

**\$28.16/hour**

**Bureau of Labor and Statistics: <https://www.bls.gov/oes/current/oes253031.htm>**

**Median of US Substitutes Earn: \$16.95/hour**

**The highest compensation for substitute pay in the US is approximately \$29.42/hour.**



## Human Resources

## ALL CERTIFIED SUBSTITUTE SALARY SCHEDULE

## Certificated Leadership

All Other Certificated Substitute Salary Table (Substitute/Extra Help for ACE/CTA Unit Positions)

Effective January 1, 2023

Substitute Type	Standard Rate	Half-Day Rate (Special Education Alternative Education)	Long-Term Substitute Rate (after 20 consecutive days)
Teacher, Special Education, Alternative Education & ROP	\$200.00/day	\$105.00	\$250.00/day (No gap of more than 2 months)
Migrant Education	\$40.00/hour \$25.00 (Pre K)	n/a	n/a
Children's Center Permit (Migrant Education)	\$25.00/hour	n/a	n/a
Speech Language Pathologist	\$250.00/day	n/a	n/a
Nurse	\$250.00/day	n/a	n/a
Counselor	\$200.00/day	n/a	n/a
Audiologist	\$250.00/day	n/a	n/a
State Preschool CC Permit Teacher	\$33.00/hour	n/a	\$40.00/hour
Head Start CC Permit Teacher	\$33.00/hour	n/a	\$40.00/hour
Home Teaching	\$40.00/hour	n/a	n/a

**Summer School/ ESY Substitute Rates (Special Education/ Alternative Education/ Migrant Ed):**

1. Substitute **Special Education** Teachers assigned during summer school with a full credential (preliminary or higher- excludes waivers, 30-day emergency, pre-intern & intern) will receive \$250/day or \$130/half day.
2. Substitute AED Teachers assigned during the extended year (non-contract days) with a full credential (preliminary or higher- excludes waivers, 30-day emergency, pre-intern & intern) will receive \$250/day or \$130/half day.
3. Substitute Migrant Education summer programs are \$250/daily or \$130/half day (\$31.50/hourly for teachers with a credential).

**Additional Information:**

1. Long-term substitute rate qualifications: work for 20 consecutive days in any location or assignment. When the assignment ends, the pay rate is \$200/day. Note: The substitute must have a variable term waiver or higher appropriate for the long-term substitute assignment.
2. Half-day rates apply to Alternative Education and Special Education substitutes assigned to 3hrs or fewer per day.
3. The hourly rate for home teaching only applies to Permanent teachers who accept such extra duty assignments.

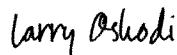
**Substitute ACE/CT A Retirees: \*Must have retired from SCCOE**

1. Special Education and Alternative Education Teacher retirees who maintain a credential will receive \$350.00/day.
2. Retired Nurses, and Speech-language Pathologists will receive \$350.00/day.
3. Early Learning Teacher retirees will receive \$40.00/hour, then \$45.00/hour on the 21<sup>st</sup> day.

**Retired Substitute Leadership from the County Office of Education:**

1. Substitute Leadership Retirees, when substituting in a like position, will receive a rate determined by the established scope of the work. The rate will be approved by the appropriate Division Head and the Assistant Superintendent – Personnel Services.
2. Substitute Leadership Retirees will receive \$350.00/day if they are substitute in a teaching position.

DocuSigned by:



84A286968D5B4A4...

Larry Oshodi, Assistant Superintendent – Personnel Services

12/20/2022 | 8:33 AM PST

Date

cc: Dianne McEntee, Director – Human Resource Programs  
Laurie Susbilla, Manager – Payroll Services  
Mary Olival, Manager – HR/Employment Services

## ALTA VISTA ELEMENTARY SCHOOL

2293 East Crabtree Ave  
Porterville, CA 93257  
(559) 782-5700 | (559) 788-2320



District

# MEMO

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**Subject:** Surplus Materials List

**Date:** 10/6/2023

**Total Pages:** 1

**NOTES:**

The follow items are no longer of use to the District and the disposal, sale, or destruction is recommended.

DESCRIPTION	NUMBER	CONDITION
Student Chairs	21	Broken
Kidney Tables	3	Rain Damage
Computer Desks	1	Rain Damage
Long Tables	3	Rain Damage
Circle Table	1	Rain Damage
Teacher Desk	1	Rain Damage
File Cabinet	2	Rain Damage
Computer Power Cables	1/box	Overstock
Ice maker	1	Damaged

# Expanded Learning Opportunities Grant Plan



Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Alta Vista Elementary School District	Brandon Chiapa Superintendent	bchiapa@altavistaesd.org 559.782.5700

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

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

## Plan Descriptions

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

The planning process has various elements that all focus on adequate data analysis. Also, appropriate and well-planned questions need to be vetted before addressing our stakeholders to ensure that an authentic exchange takes place between plan writers and stakeholders. Parents are drawn into the conversation through monthly Parent Nights and several surveys that are sent out district-wide. On average 50 parents of the 535 enrolled provide feedback on plans and educational opportunities for their students. Surveys are sent in Spanish and English to reach the greatest number of parents. Moreover, Staff members are involved in the process through surveys and staff meetings. To ensure a multifaceted approach, the Instructional Leadership Team which is comprised of staff members from all levels of the organization meets regularly to analyze current trends (Intervention and Data Specialist) and develop next steps under our mission. Certificated staff hold positions that cover specific areas of instructional business: PBIS Liaison, Safety Coordinator, K-4 Instructional, 5-8 Instructional, Parent Involvement Coordinator, Intervention and Data Specialist. Additionally, classified staff participate for instructional support input: SARB Coordinator, Instructional Aide. The student council prepares a wish list of items about our academics and our campus social life. The school site council made up of staff and parents will also review and approve the plan as well as provide input on the proposed draft. Initial drafts of the ELOP plan were shared with our COE for input and guidance.

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

Student needs are assessed in a variety of ways and the method of assessment is determined by performance level in all content areas. The main issue that emerges in our assessment of students is their lack of literacy skills and academic language. This is also the reason for our Goal 1 in the LCAP. The largest need on our campus is literacy development, foundational and cognitive. To assess literacy skills Alta Vista teachers use Renaissance place. The same program is utilized for mathematics. Teachers monitor reading ability as a central barrier for students to have access to content rich curriculum and standards-based instruction. Student performance in general education is also a major factor in assessing student needs. These interests are academic, but there are behavioral interests as well. The behavioral team (Social Worker, Psychologist, Behavior Intervention Technicians, and Inclusion Aides) all play a role in identifying and assessing student needs. These help us identify the proper services for each student in a behavioral and social emotional context.

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

The programs offered to extend learning time, accelerate progress toward closing learning gaps, and provide additional academic services serve students below grade level, low income students, English learners, foster youth, homeless students, students with disabilities,

disengaged students, and students at risk of abuse, neglect, or exploitation. Most parents are contacted through written communication that is sent home with the student. This is an action set forth through the School Site Council and their review of our parent engagement policy. The thought was most parents still respond to the paper notice over electronic notices. It is now practice to send both. However, there are obvious pitfalls with students that are not sharing the school letters with parents. Therefore, the school's website is used to advertise options that are forthcoming. While many families in the reduced lunch program struggle economically, these families have become more familiar with technology throughout the pandemic. This phenomenon has increased access to information for economically disadvantaged students. On the second Wednesday of each month the district holds a board meeting. New programs or the use of old programs will be announced during the board meeting announcements section of the meeting. Parent nights are also where we announce new programs and encourage parents to consider them for their students. Parent teacher conferences, back to school night, and open house are also gatherings where new programs are announced or announced again to make a greater impact. The school site also refers to options for students on the electronic marquee located in front of the school. Our Parent Engagement Coordinator keeps our Facebook page current and continually has program offerings and special events posted. The opportunities are shared with CHOICES after school programs and with other connected supplemental programs like the migrant program.

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

**Saturday School:**  
Saturday school provides extended learning time and is offered on one campus and utilizes teachers in a 12:1 model whenever possible. Aides are used to keep the ratio low on unexpectedly large attendance days. The following categories of Saturday school are to help us determine the student's needs: Behavioral, academic, and absence recovery. Homeless, foster, and economically disadvantaged students benefit directly from Saturday school's structure and content. The performance levels of homeless, foster, and economically disadvantaged students indicate that they can benefit from structured behavioral and academic instruction. The school health aide is available to provide wellness checks and offer health services to the extent possible. After screening and health business is complete, the role shifts to an instructional aide to address any large class sizes due to unexpected attendance. At 7:30 AM, students begin arriving and sitting in the cafeteria. Teachers utilize adopted curriculum for the content areas and foundational reading skills materials. The CASEL social emotional learning playbook strategies supports SEL for students in whole group instruction under the following categories: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, and Responsible Decision-Making.

The Saturday School extended learning time consists of seventeen (17) opportunities. The day begins at 7:00 AM for the early session. At 8:00 AM the regular session begins. The regular session ends at 2:30 PM. Then, there are 3 session opportunities in the afternoon that are similar to regular session. The types of Saturday school options are listed below.

\*Optional means offered but not required. Students that are at risk of retention will be required to attend general session at minimum. Teacher and parents can then require more attendance if the needs suggest it will benefit the student. All students have the ability to participate but will not be required to if they are not at risk of retention.

Session A (Optional): 7:00 AM - 7:55 AM  
General Session: 8:00 AM - 2:30 PM  
Session B (Optional): 2:30 PM - 3:25 PM  
Session C (Optional): 3:30 PM - 4:30 PM  
Total: 9-hour day

**BEHAVIORAL SATURDAY SCHOOL:** Access to behavioral Saturday school is achieved through referrals, discipline determination, or at the request of a parent seeking more intensive social emotional development. A licensed Marriage and Family Therapist (MFT) and a Behavior Intervention Technician (BIT) are staffed in the social-emotional learning and intervention center (SELIC). These practitioners are assigned to behavioral referrals through the school discipline system. They are also assigned to identify students that are in attendance and are presented with the opportunity to review previously collected data for any other behavioral or social emotional needs. Once identified, they create support groups for the 7-hour program. The MFT and BIT assist students in completing assignments; meanwhile, each student is engaged in social emotional development activities to help students cope with the emotions of being behind or any trauma that has become evident during instruction.

**ACADEMIC SATURDAY SCHOOL:** Access to academic Saturday school is achieved through teacher referral and parent request. Teachers refer students that are at-risk based on current assessment and analysis of their performance levels on local assessments and smarter balanced interim assessments. This group is seeking support to accelerate progress toward closing learning gaps.

**ABSENCE RECOVERY SATURDAY SCHOOL:** Absence recovery opportunities are determined by the school SARB coordinator and Attendance Clerk. Each month attendance data is reviewed to determine students that are eligible to recover an unexcused absence. On average, Alta Vista has a 30% daily absence rate. The SARB coordinator ensures that students are offered an opportunity to attend Saturday school to make up the course work and have access to a teacher for assistance. This category addresses excessive absences and missed course work.

Despite the reason for attending Saturday school, students will have access to whole group language instruction, whole group math instruction, and specific intervention determined by the Saturday school in conjunction with the homeroom teacher. Each week the enrollment and waitlist are created to determine possible student attendance. Some parents confirm attendance before attending on Saturday. Students arrive beginning at 7:00 AM or and receive a wellness check as they come in by the school nurse's aide/designee. Breakfast is served in the cafeteria for students as they arrive. On average students achieve a month's growth in one month of instruction or two month's growth in one month of instruction on diagnostic assessments when they attend one intervention. The expectation for students attending Saturday school is to accelerate growth to three months growth in one month of instruction.

#### Summer School (LCAP, ELO)

Summer school provides extended learning times and operates in the month of June. The program operates from Monday through Friday. The student day extends from 8:00 AM - 3:05 PM. Lunch is provided from 11:30 AM - 12:30 PM. Afternoon tutoring begins at 3:10 PM and students work in small groups with paraprofessionals and teachers to close learning gaps created by the pandemic as well as gaps created by learning challenges as evidenced through diagnostic, formative or summative assessments. The extend day options for Summer School match the options for the natural school year plan for 2022-2023 ELO-P funding (Listed Below in Extended Day Sessions). The teachers use STAR Renaissance as a diagnostic tool in determining baseline and progress. The baseline assessment for Summer School is the final school year summative assessment in the same platform. This ensures that students are not over assessed and this energy can be directed toward closing a learning gap. The expectation for growth with summer school is to achieve three month's growth in one month of instruction (18-20 days). Parent choice can be exercised here in advocacy of their student. The school day is from 8:00 AM - 3:05 PM and follows the normal school day except for lunch times. The extended session are offered the same as during the school year except for the summer session will only have 1 cycle available, below:

Session are available in the following formats:

Session A: 7:00 AM - 7:55 AM (Zero Period, Optional)

Session B: 3:10 PM - 4:00 PM (Optional)

Session C: 4:10 PM - 5:00 PM (Optional)

#### Extended Day Sessions

Extended Day Sessions include morning and afternoon session opportunities for students. Each session includes intervention options as well as enrichment options. Sessions are 1-hour equivalent or 55 minutes in duration with a five minute break. Each session has options: small group reading instruction, small group mathematics instruction, and comprehension development.

Each year the teachers host parent-teacher conferences. The final conference in May is set aside for at-risk students and for making plans for the forthcoming school year. Teachers offer program options to students and parents. Survey results determine the amount of extended time that parents would like their students to take advantage of. Of course, teachers and paraprofessionals advocate for intervention options that data support.

Session are available in the following formats:

Session A: 7:00 AM - 7:55 AM (Zero Period, Optional)

Session B: 3:10 PM - 4:00 PM (Optional)

Session C: 4:10 PM - 5:00 PM (Optional)

This option may lack interest. If so, the pivot to address this phenomenon includes recruiting teachers in K or TK to do a 30-minute session with parents next to their student via Zoom platform. The parents are there to assist their students and the teacher imparts the methods and strategies helpful to students learning language.

These sessions are offered school-wide and students can take part in the following options:

1. Intervention in Reading
2. Intervention in Math
3. English Language Development Support
4. Enrichment (Art, Music, Sports Conditioning, Intramural Sports)
5. Academic/Social Clubs

The students are enrolled in these options on the first day of school. At the first parent teacher conference, the students can enter or exit the extended day program. These exits may be at parent, student or teacher request. CHOICES After-school Programs will also have students enrolled concurrently. The CHOICES program will send their students to required interventions and possibly share the burden of enrichment opportunities. Students can remain in the CHOICES program while they attend our enrichment/intervention programs.

The course offerings will be subdivided by parent conferences. The students can be exited from intervention if the data shows adequate progress, an acceleration of progress toward closing learning gaps, or the gap is sufficiently closed.

Cycle 1: August 11, 2022 - September 26, 2022

Parent-Teacher Conferences in the first trimester begin on September 27, 2022. During this conference, Parents and Teachers will meet to determine the next steps for their student's intervention plan. The meeting will determine placement and parents can opt to enter or exit programs based on their current needs as a family as well as the current needs of their student. Student Success Teams are initiated or reviewed and updated.

Cycle 2: September 30, 2022 - January 24, 2023

This is the second cycle that runs after the first Parent-Teacher conference until the second parent teacher conference. The same features are present here as in the first cycle. However, the conversation begins to incorporate what interventions and strategies have been successful and a deeper conversation about the student's future intervention opportunities will be discussed.

Cycle 3: January 27, 2023 - May 2, 2023

This is the last cycle before the final parent teacher conference. Teachers are preparing at-risk student profiles to determine placement in summer school, retention, and possible referrals to special education. Students that are still showing little progress may also continue into the fourth cycle of intensive intervention before the summer school session if offered.

Cycle 4: May 4, 2023 - May 30, 2022

Intensive intervention cycle for students that have had little progress or success. Parents concerned about their students' progress can also opt to have their child attend this cycle as well.

This ambitious undertaking will be monitored closely to ensure that burnout is mitigated as much as possible. Recent data from Spring intersession yielded excellent attendance results and unprecedented engagement from students. With a 9-hour program offering in the Fall of 2022, staff and student burnout will be on the rise. The Activities Director, a position on our ILT, will be setting out social opportunities for families and students to escape the grind of constant focus. For staff members, the winter break and spring break will be purely vacation days to recharge and be prepared for the final stretch into the extended learning Summer period.

## Expenditure Plan

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

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time	\$500,000.00	

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	\$90,000.00	
Integrated student supports to address other barriers to learning	\$90,000.00	
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	\$70,440.00	
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	\$0.00	
Additional academic services for students	\$75,000.00	
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	\$100,000.00	
Total Funds to implement the Strategies	\$925,440.00	

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

Below is a list of connections between different funding sources. The district prioritizes one-time funding first. After the one-time funding is exhausted the actions are supported by our LCAP.

**LCAP -**

- 1.1 Professional Learning Teachers
- 1.2 Intervention Training
- 1.6 Standards Aligned Materials
- 1.8 Supplies/Supplemental Learning: Low income, Foster
- 1.9 Adaptations to the Learning Environment: Unduplicated Students
- 2.4 School Nurse with TCOE and Health Aide.
- 2.5 Intervention Resource Classroom (Rm. 5, B/T/Counselor)
- 2.8 District Website
- 3.2 Integrated ELD Planning/Design
- 3.4 Expanded Learning Time (Summer School) \$43,953

**ESSER III -**

- Area 2 Lost Instructional Time, Learning Loss Academy
- Area 2 Data Intervention Specialist
- Area 3 STEM Kits for Summer Program

**GEER I -**

N/A

**Title I -**

- LCAP 1.16 (Title I) Evidence Based Intervention Support (Extended Day)

**Title II -**

- LCAP 1.17 (Title II) Optimum Teacher Effectiveness

**Title III -**  
N/A

**Title IV -**

- LCAP 2.10 (Title IV) Evidence Based Program

**Prop 28 Music and Arts Funding**

- Art Teacher
- Art/Music Supplies



# Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education (COE), or charter schools, collectively referred to as LEAs, that receive Expanded Learning Opportunities (ELO) Grant funds under California Education Code (EC) Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2024.

For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact [ELOGrants@cde.ca.gov](mailto:ELOGrants@cde.ca.gov) <mailto:lcff@cde.ca.gov>

## Instructions: Plan Requirements

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

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

For purposes of this requirement

- “Supplemental instruction” means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
  - “Support” means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students’ needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.
  - “Students at risk of abuse, neglect, or exploitation” means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.
- EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (EC Section 43522(h)).

The seven supplemental instruction and support strategies are:

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

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

### **Fiscal Requirements**

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

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.
- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

## **Instructions: Plan Descriptions**

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

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

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

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

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

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

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

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

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

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

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

## **Instructions: Expenditure Plan**

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

Complete the Expenditure Plan data entry table as follows:

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

**An LEA may amend its ELO Grant Plan, including the planned expenditures, based on changes in student needs identified as part of the LEAs ongoing assessment of the needs of students identified for supplemental instruction and support. LEAs are encouraged to collaborate with community partners when amending their plan.**

**A materially altered plan should be brought to the governing board or body of the LEA for adoption. School districts must submit the amended plan to their COE; charter schools must submit their amended plans to their chartering authority; COEs and school districts in a single-district county must submit their amended plans to the California Department of Education (CDE). COEs and school districts in a single-district county must submit their amended plans to the CDE by email at [ELOGrants@cde.ca.gov](mailto:ELOGrants@cde.ca.gov). LEAs are also strongly encouraged to post an amended plan to the same web page as their LCAP.**

The plan must be updated to include the actual expenditures by **December 1, 2024**. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

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

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

California Department of Education  
March 2021

## ALTA VISTA ELEMENTARY SCHOOL

2293 East Crabtree Ave  
Porterville, CA 93257  
(559) 782-5700 | (559) 788-2320



District

# MEMO

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**Subject:** Appointment to Instructional Leadership Team

**Date:** 10/6/2023

**Total Pages:** 2

### NOTES:

Due to funding and position assignments, the District faces a need in regards to Universal Pre-Kindergarten initiatives. The Instructional Leadership Team makes recommendations for improvement to the Superintendent on a monthly meeting cycle. The current demand from students eligible for early childhood services is growing, and qualified instructional staff are hard to find.

Alta Vista enjoys several qualified staff members for the UPK initiatives. However, the District needs a liaison to advocate for students and staff members working in Early Childhood departments.

The District has agreed to create this position and fund it through the LCAP as a material difference for 2023-2024. The change is a positive action toward creating a strong Early Childhood program at Alta Vista. The action became a need when the district needed to move staff around to satisfy current law. AVTA has agreed that this position will limit the need to make quick judgements on upcoming initiatives. The District agrees that it is a necessary next step for success.

The District will create an MOU for the action this year. The MOU will be brought to the board in the next meeting.

**SUBJECT MATTER VERIFICATION COMMITTEE  
ACTION FORM  
(EC §44258.3)**

**DISTRICT:** Alta Vista E.S.D.

**SITE: Alta Vista Elementary School**

**NAME OF TEACHER:** Christina Cook

**SUBJECT TO BE TAUGHT:** Art

**GRADE LEVEL:** Sixth - Eighth Grade

## **PROCEDURES FOR VERIFICATION:**

- a. Observation by subject matter specialist
- b. Oral Interview
- c. Demonstration lesson
- d. Presentation of curricular portfolio
- e. Written examination
- f. Other evidence of subject matter competence

Explain: Mrs. Cook has demonstrated her abilities in Art through work with the after school program.

**EXPERTISE OR EXPERIENCE IN SUBJECT AREA:**

a. Number of years teaching in the subject area: 15 years teaching supplemental art

b. Other demonstrated expertise:

The subject matter competence of the teacher named above has been verified according to policies and procedures established by the governing board, and the teacher has consented to the assignment approved by this committee.

  
B. H. G.  
Bobby G.  
B. H. G. (Bobby G.)

Cedric Hough  
SUBJECT MATTER SPECIALIST

**Bargaining Unit Representative Notified on** 9/14/2023 **DATE**

**SUBJECT MATTER VERIFICATION COMMITTEE  
ACTION FORM  
(EC §44258.3)**

**DISTRICT:** Alta Vista E.S.D.      **SITE:** Alta Vista Elementary School

**NAME OF TEACHER:** Daniel Recendez

**SUBJECT TO BE TAUGHT:** Art, Intro to Drawing

**GRADE LEVEL:** Sixth - Eighth Grade

**PROCEDURES FOR VERIFICATION:**

- a. Observation by subject matter specialist
- b. Oral Interview
- c. Demonstration lesson
- d. Presentation of curricular portfolio
- e. Written examination
- f. Other evidence of subject matter competence

Explain: Previous experience teaching drawing classes for art electives in prior years.

**EXPERTISE OR EXPERIENCE IN SUBJECT AREA:**

a. Number of years teaching in the subject area: 3 years

b. Other demonstrated expertise: \_\_\_\_\_

The subject matter competence of the teacher named above has been verified according to policies and procedures established by the governing board, and the teacher has consented to the assignment approved by this committee.

  
Administrator

  
SUBJECT MATTER SPECIALIST



Bargaining Unit Representative Notified on 9/14/2023

DATE

**SUBJECT MATTER VERIFICATION COMMITTEE  
ACTION FORM  
(EC §44258.3)**

**DISTRICT:** Alta Vista E.S.D.

**SITE:** Alta Vista Elementary School

**NAME OF TEACHER:** Cliff Cantrell

**SUBJECT TO BE TAUGHT:** Business - Career and Technical Education

**GRADE LEVEL:** Sixth - Eighth Grade

**PROCEDURES FOR VERIFICATION:**

- a. Observation by subject matter specialist
- b. Oral Interview
- c. Demonstration lesson
- d. Presentation of curricular portfolio
- e. Written examination
- f. Other evidence of subject matter competence  
Explain: Previous experience as a small business owner.

**EXPERTISE OR EXPERIENCE IN SUBJECT AREA:**

- a. Number of years teaching in the subject area: \_\_\_\_\_
- b. Other demonstrated expertise: Business experience \_\_\_\_\_

The subject matter competence of the teacher named above has been verified according to policies and procedures established by the governing board, and the teacher has consented to the assignment approved by this committee.

  
\_\_\_\_\_  
ADMINISTRATOR

  
\_\_\_\_\_  
SUBJECT MATTER SPECIALIST

Bargaining Unit Representative Notified on 9/14/2023 \_\_\_\_\_  
DATE \_\_\_\_\_

**SUBJECT MATTER VERIFICATION COMMITTEE  
ACTION FORM  
(EC §44258.3)**

**DISTRICT:** Alta Vista E.S.D.

**SITE:** Alta Vista Elementary School

**NAME OF TEACHER:** Eduardo Lemus

**SUBJECT TO BE TAUGHT:** Video Yearbook, Graphic Arts/Videography

**GRADE LEVEL:** Sixth - Eighth Grade

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**PROCEDURES FOR VERIFICATION:**

- a. Observation by subject matter specialist
- b. Oral Interview
- c. Demonstration lesson
- d. Presentation of curricular portfolio
- e. Written examination
- f. Other evidence of subject matter competence

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXPERTISE OR EXPERIENCE IN SUBJECT AREA:**

a. Number of years teaching in the subject area: \_\_\_\_\_

b. Other demonstrated expertise: Mr. Lemus has over 5 years experience with technology

The subject matter competence of the teacher named above has been verified according to policies and procedures established by the governing board, and the teacher has consented to the assignment approved by this committee.

  
\_\_\_\_\_  
ADMINISTRATOR

  
\_\_\_\_\_  
SUBJECT MATTER SPECIALIST

Bargaining Unit Representative Notified on 9/14/2023  
DATE

**SUBJECT MATTER VERIFICATION COMMITTEE  
ACTION FORM  
(EC §44258.3)**

**DISTRICT:** Alta Vista E.S.D.      **SITE:** Alta Vista Elementary School

**NAME OF TEACHER:** Cydni Guich (Patterson)

**SUBJECT TO BE TAUGHT:** Choir

**GRADE LEVEL:** K-8

**PROCEDURES FOR VERIFICATION:**

- a. Observation by subject matter specialist
- b. Oral Interview
- c. Demonstration lesson
- d. Presentation of curricular portfolio
- e. Written examination
- f. Other evidence of subject matter competence

**Explain:** Mrs. Guich taught choir as an after school activity in the 2022-2023 school

year.

**EXPERTISE OR EXPERIENCE IN SUBJECT AREA:**

- a. Number of years teaching in the subject area: 2 years
- b. Other demonstrated expertise: Experience with local religious organization

The subject matter competence of the teacher named above has been verified according to policies and procedures established by the governing board, and the teacher has consented to the assignment approved by this committee.



ADMINISTRATOR



SUBJECT MATTER SPECIALIST

**Bargaining Unit Representative Notified on** 9/14/2023 **DATE**