



CENTRAL UNION SCHOOL DISTRICT

February 13, 2023

AGENDA

The regular open public meeting of the Central Union School District Board of Trustees will be held on Monday, February 13, 2023 at District Presentation Center, 15783 18th Avenue, Lemoore, CA 93245. The Board meeting will begin with a preliminary open session at **5:30 p.m.** and adjourn into closed session. After the closed session the general open session will be called to order at **6:00 p.m.**

Any individual who requires a translator, disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing no later than 8:00 a.m. the day of the meeting.

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda are available for public inspection and may be accessed under the Board Agenda and backup information housed on the District website at www.central.k12.ca.us.

CUSD Mission Statement ~

Central Union School District seeks to be an exemplary learning community. We build the foundation of this community through meaningful relationships, relevant and engaging learning, effective communication, and providing a safe atmosphere. Each student will be treated as an individual, given the tools to be a lifelong learner, and taught to function as a member of a group and as a productive member of society. We challenge ourselves to be better than we think we can be, and advocate for the greater good of our community. Our success in this mission will build lifelong, confident learners, who have the tools necessary for success in a changing world.

1. OPEN PUBLIC SESSION:

- a. Call to Order
- b. Roll Call
- c. Flag Salute

Trustees:

Dale Davidson, Jeffrey Gilcrease, and Ceil Howe III

District Officials:

Superintendent Tom Addington, Elizabeth Alvarado, Loretta Black, Darin Denney, Traci Fullerton, Brittany Gately, Anne Gonzales, Christina Gonzales, Michelle King, Penny Miller, Cindee Rael, Teresa Santamaria, Davinder Sidhu, Heiko

Sweeney and Mark Tompkins.

CUSD Employee Associations' Representatives and others in attendance

2. PROCEDURE FOR VISITORS WHO WISH TO ADDRESS THE BOARD:

If any visitor wishes to address the Board, the request form, entitled “*Request to Address the Board*” should be filled out as soon as possible. **Complete the form in its entirety and give it to the Superintendent.** Persons may speak to any item on the agenda when it comes up for discussion or persons may speak during the time designated, “Courtesy to Visitors.” Persons speaking to the board should understand that the Board invites your comments. Most questions asked of the Board require research and/or investigation. Therefore, the Board may respond to your questions in writing. Your input is important. However, if the comments involve a District employee or a student, the President will, at that time, explain the rights of the Speaker and the rights of the employee and/or student. Each address to the Board should not exceed five minutes in length with no more than thirty minutes per item.

3. PRESENTATION(S):

- a. Preschool through Third grade Coherence Collaboration (P3CC) - Central Union Teachers

4. DISTRICT REPORTS

- a. Dashboard and LCAP Update (cr)
- b. Business Update (ts)
- c. Superintendent Update (ta)

ENROLLMENT	BEG. OF YEAR 2021-22	BEG. OF YEAR 2022-2023	January 2021-22	January 2022-23	Inter Districts	TOTAL
AKERS	720	672	736	682	LESD	15
CENTRAL	257	226	274	247	HANFORD	5
NEUTRA	449	413	441	425	OTHER	1
STRATFORD	260	283	289	288	Intra-District	7
TOTAL	1686	1594	1740	1642	TOTAL	28

5. COURTESY TO VISITORS:

6. CORRESPONDENCE AND BOARD INFORMATION:

- a. Neutra Federal Design Application notification
- b. KCOE Differentiated Assistance notification
- c. KCOE Certification of First Interim Budget 2022-23
- d. School Newsletter

7. CONSENT AGENDA:

(at this time board members may request that an item or items be removed from the consent agenda and placed as 'new business')

- a. Approve minutes of the regular board meeting of January 9, 2023
- b. Approve new hires:
 - i. Javier Sanchez Jr Local Area Network Technician
 - ii. Elias Rodriguez Gardener
- c. Approve separations:
 - i. 19-1/23
 - ii. 20-1/23
 - iii. 21-1/23
 - iv. 22-2/23
- d. Approve agreement with Western Governors University re student teacher (ta)
- e. Approve memorandum of understanding with Heart of American re Stratford School improvements (ta)
- f. Approve updates to Board Policy and Administrative Regulation 5124 - Safety (ta)
- g. Approve annual membership with San Joaquin Valley Purchasing Co-Op for 2023-24 (ta)
- h. Approve technology surplus request (mt)

Approve items a) through h):

8. OLD BUSINESS:

- a. None

9. NEW BUSINESS

- a. Announce out any closed session decision. (ta)
- b. Approve January 2023 District warrants (ts)
- c. Approve January 2023 Fiscal Position Reports for General Fund and Cafeteria Fund (ts)
- d. Approve Resolution #B-02-13-2023 Investment Policy and Investment Authority (ts)
- e. Approve agreement with American Business Machine for Business Canon Copier Systems, leveraging the Cooperative Agreement from Ventura Unified School District (ts)

- f. Accept Grant agreement 57/63883-00-002 with the Office of Public School Construction for design funding allocation for Neutra modernization and school construction (ta)
- g. Accept PBK modification to Stratford HVAC architect contract (ta)

10. BOARD MEMBER COMMENTS:

11. CLOSED SESSION:

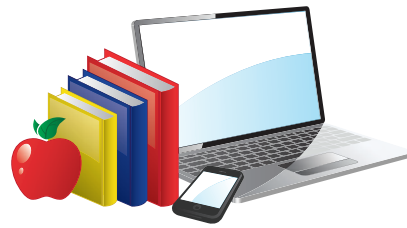
The closed session of the Board of Trustees will be held to consider the following:

- a. Personnel {Gov. Code §54957}

Thomas Addington

Superintendent

15783 18th Avenue
Lemoore, CA 93245
Telephone (559) 924-3405
Fax (559) 924-1153



Central Union School District
Lemoore, CA

Board Members

Dale Davidson
Jeffrey Gilcrease
Ceil Howe, III

To: Tom Addington, Superintendent
From: Cindee Rael
Date: February 13, 2023

For Board Meeting

☐ Action (Consent or New Business)

☒ Information

Item:

CA Schools Dashboard & LCAP 22-23 Annual Update Metrics

Rationale/Purpose:

- To keep the Board informed of Dashboard changes.
- To communicate with Board Members our eligibility as a District for Differentiated Assistance (DA) and Sites eligible for Additional Targeted Support and Improvement (ATSI), how these determinations are made, and next steps.
- To communicate current LCAP Metrics data available in the Annual Update along with the context of it being mostly last year's data.

Fiscal Impact:

None

Recommendation:

Acknowledge information provided.



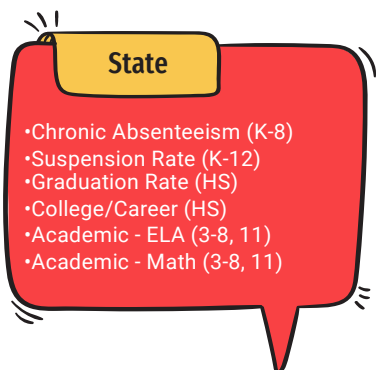
CUSD Board Meeting
February 13, 2023



"Around the Dashboard in 90 seconds"



CA Schools Dashboard Measures





2022 Dashboard: How is Performance Reported?

California Department of Education will report the most current year of data (also known as Status). **This Dashboard** (based on **2021-22 data**) will display performance levels using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for the following **state measures**:

- English Learner Progress
- Graduation Rate
- Academic
 - o English language arts/literacy
 - o Mathematics

In prior years, the Dashboard reported performance levels through colors. The reflected two years of data to show growth or decline.



Five Status Levels

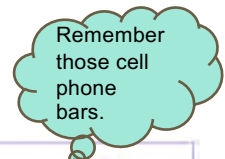


2022 Dashboard: How is Performance Reported?

Reversed Status Levels

The Status Levels are reversed for both:

- Chronic Absenteeism
- Suspension Rate



Local Measures

Implementation of Academic Standards	Parent and Family Engagement	Local Climate Survey	Access to a Broad Course of Study
Standard Met	Standard Met	Standard Met	Standard Met

Equity Report



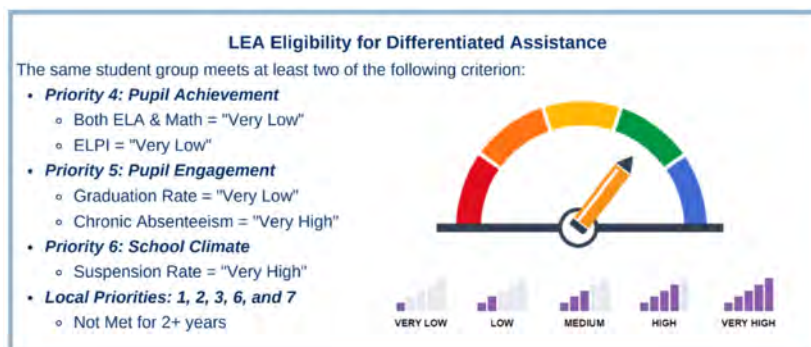
How to View the Dashboard

<https://www.caschooldashboard.org/>

[2022 Dashboard Parent Guide](#)



Differentiated Assistance



CUSD is Identified

- **Students with Disabilities (SWD)**
 - Pupil Engagement: Chronic Absenteeism
 - Pupil Achievement Academic Indicators ELA/Math
- **Foster Youth (FY)**
 - Pupil Engagement: Chronic Absenteeism
 - School Climate: Suspension Rate
 - Pupil Achievement Academic Indicators ELA/Math
- **American Indian (AI)**
 - Pupil Engagement: Chronic Absenteeism
 - School Climate: Suspension Rate

Also very low: Academic Indicator - Math



Additional Targeted Support and Improvement (ATSI)

School Criteria

Both Title I funded and non-Title I funded schools are eligible for ATSI. School has **one or more student group(s)** that, for **two consecutive years** based on the Dashboard, meet the same criteria used to determine CSI – Low Performing.

However, in California's approved COVID-19 Addendum, **ATSI eligibility determinations in 2022–23 will be based on only one year of Dashboard results** (i.e., the 2022 Dashboard). Schools are eligible for ATSI if one or more student groups (see below) meet one of the following criteria:

1. **All indicators at the lowest status level** (student groups with at least **one indicator** with n-size ≥ 30);
or
1. All indicators at the **lowest status level but one indicator at another status level** (student groups with **two or more indicators** and n-size ≥ 30)

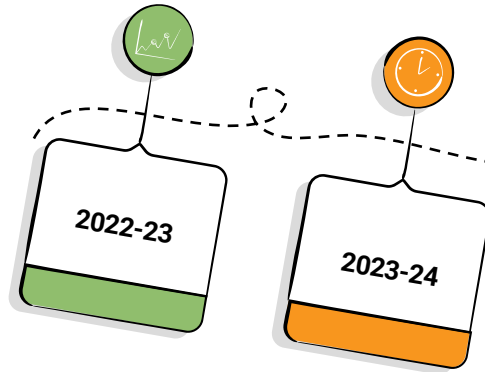
CUSD Schools identified

- **Central Elementary**
 - American Indian¹
 - Students with Disabilities²
- **Neutra Elementary**
 - African American²
 - Students with Disabilities²
- **Stratford Elementary**
 - English Learners

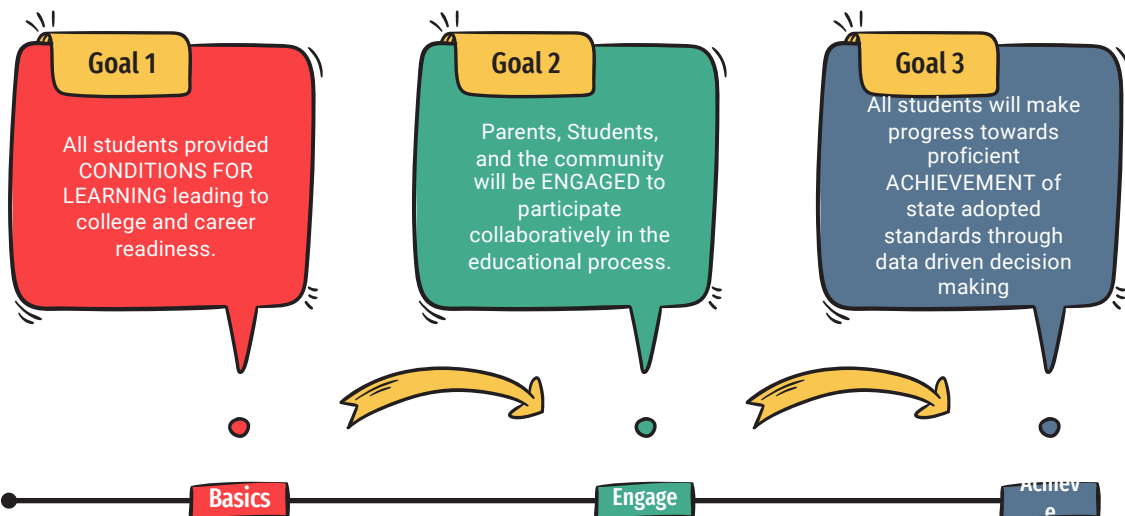


2021-24 LCAP

Local Control Accountability Plan (LCAP)



2022-23 Plan





State Priorities Alignment



Goal 1



Goal 2



Goal 3

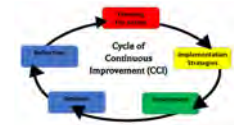
Priority 1 Basic Services	Priority 3 Parent Involvement	Priority 4 Pupil Achievement
Priority 2 Implementation of State Standards	Priority 5 Pupil Engagement	Priority 8 Other Student Outcome
Priority 7 Access to Broad Course of Study	Priority 6 School Climate	

Each of the Priorities is aligned to metrics/measures



LCAP Goal 1

All Students will be provided the **CONDITIONS FOR LEARNING** leading to college and career readiness. They will receive a broad educational program delivered by qualified staff using standards-aligned instructional materials in facilities which are well maintained.



Metrics	Measure/Data Source	Year 2 Outcomes
1A Teachers appropriately assigned & fully credentialed 1B Pupil Access to standards-aligned Instructional Materials 1C Facilities maintained in good repair	Priority 1: Basic Services at School Self-Reflection Tool <ul style="list-style-type: none"> SARC Williams Sufficiency of Materials FIT Tool 	TBD
2A Implementation of SBE adopted content and performance standards	Priority 2: Implementation of State Standards Reflection Tool <ul style="list-style-type: none"> Rubric 	TBD
2B Programs/Services enable ELs to access CA and ELD Standards	Priority 2: Implementation of State Standards Reflection Tool <ul style="list-style-type: none"> Master Schedule - ELD Enrollment of ELs in ELD 	TBD Monitored ongoing, but final data pulled T2.



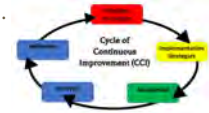
LCAP Goal 1 - Continued

Metrics	Measure/Data Source	Year 2 Outcomes
7A Broad Course of study	Master Schedule	TBD Monitored ongoing, but final data pulled T2.
7B Programs/Services Unduplicated Students	Master Schedule	TBD Monitored ongoing, but final data pulled T2.
7C Programs/Services Students with exceptional needs	Master Schedule	TBD Monitored ongoing, but final data pulled T2.



LCAP Goal 2

Goal 2: Parents, Students, and the community will be **ENGAGED** to participate collaboratively in the educational process.



Metrics	Measure/Data Source	Year 2 Outcomes
3A Parental input in decision making 3B Promote parent participation - unduplicated pupils 3C Promote parent participation - exceptional needs	Parent Survey	61% Parents Agree TBD TBD 2023 Local Parent Survey
5A School Attendance Rates	P2 Data (Spring)	TBD
5B Chronic Absenteeism	CA Schools Dashboard 2022 Chronic Absenteeism Indicator	Chronic Absenteeism Indicator <ul style="list-style-type: none"> All Students - Very High, 25.2% Socio-economically Disadvantaged - Very High, 29.9% English Learners - Very High, 31.8% Foster Youth - Very High, 41.4% SWD - Very High, 32.4% American Indian - Very High, 68.4%

LCAP Goal 2 - Continued

Metrics	Measure/Data Source	Year 2 Outcomes
5C Middle School Drop out Rate	CALPADS Report 1.12	0%
5D High School Drop-out 5E High School Graduation Rate		Not Applicable/H.S Measure
6A Pupil Suspension	CA Schools Dashboard 2022 Suspension Rate Indicator	Suspension Rate Indicator <ul style="list-style-type: none"> All Students -High, 3.5% Socio-economically Disadvantaged - High, 3.7% English Learners - Medium, 1.9% Foster Youth - Very High, 17.2% SWD - High, 3.1% American Indian - Very High, 9.3%
6B Pupil Expulsion	DataQuest CDE <ul style="list-style-type: none"> Expulsion Rate 	Expulsion Rate 0% DataQuest 21-22 date
6C Local Measures – Sense of Safety and School Connectedness Pupils, Parents, Teachers	Parent, Staff and Student Surveys	3-5 Students 71% Connectedness/53% Safety 6-8 Students 50% Connectedness/63% Safety Parents - 70% Connectedness/84% Safety Staff - 61% Connectedness/77% Safety

LCAP Goal 3

Goal 3: All students will make progress towards proficient **ACHIEVEMENT** of state adopted standards through data driven decision making.

Metrics	Measure/Data Source	Year 2 Outcomes
4A Statewide Assessments English Language Arts	CA Schools Dashboard 2022 Academic Indicator - ELA	<ul style="list-style-type: none"> All Students - Low, 11.6 points below standards Socio-economically Disadvantaged - Low, 29.7 points below standards English Learners - Low, 62.2 points below standard Foster Youth - Very Low, 108.3 points below standard SWD -Very Low, 72.3 points below standard American Indian - Low, 68.7 points below standard
4A Statewide Assessments Mathematics	CA Schools Dashboard 2022 Academic Indicator - Math	<ul style="list-style-type: none"> All Students - Low, 34.7 points below standards Socio-economically Disadvantaged - Low, 56.9 points below standards English Learners - Very Low, 96 points below standard Foster Youth - Very Low, 115.9 points below standard SWD - Very Low, 96.2 points below standard American Indian - Very Low, 99.5 points below standard



LCAP Goal 3 - Continued

Metrics	Measure/Data Source	Year 2 Outcomes
<i>4C Percentage of ELs making progress towards English Proficiency</i> <i>4D English Learner Reclassification Rate</i>	CA Schools Dashboard 2022 EL Progress DataQuest	Percentage of ELs making progress towards English Language Proficiency Low, 44.1% English Learner Reclassification Rate 4.2% TBD
<i>4B A-G Completion</i> <i>4E AP Exam</i> <i>4F College Preparedness</i>		Not Applicable/H.S Measure
<i>8 Pupil Outcomes</i>	Learning in Broad Course of Study <ul style="list-style-type: none"> T2 Grades Visual/Performing Arts Performance or Exhibit at each site	TBD



OFFICE OF LOCAL DEFENSE COMMUNITY COOPERATION

2231 CRYSTAL DRIVE, SUITE 520
ARLINGTON, VA 22202-3711



Thomas Addington
Superintendent
Central Union School District
15783 18th Avenue
Lemoore, CA 93245

Dear Mr. Addington:

Central Union School District is invited to submit a formal grant application for Office of Local Defense Community Cooperation funding in an amount not to exceed \$2,912,764 in Federal funding for the design of a project to renovate and construct new facilities at Richard J. Neutra Elementary School, with an estimated total design cost of \$3,640,956. This invitation is the result of the Public Schools on Military Installations Federal Evaluation Team's review of your August 10, 2022 proposal and December 15, 2022 responses to questions to validate the proposed project scope and responsiveness to address the condition and capacity deficiencies at Richard J. Neutra Elementary School.

As explained in the April 23, 2015, Federal Register Notice for this program, a grant award will be based on your complete application for Federal funding, subject to compliance with the National Environmental Policy Act (NEPA) and Council on Environmental Quality NEPA regulations. The inclusion of accurate and complete information will greatly assist our processing of your application in a timely manner.

Our point of contact who can assist you with this application is Adam Wright, (571) 721-9861, adam.g.wright8.civ@mail.mil. We greatly appreciate your responsiveness to date and look forward to working with your team on this important project.

Sincerely,

Patrick J. O'Brien
Director



1144 West Lacey Boulevard, Hanford, Ca.

Phone: 559.589.1441 Fax: 559.589.7000

December 14, 2022

Tom Addington
Central Union Elementary
15783 18th Avenue
Lemoore, CA 93245

RE: Differentiated Assistance Notification

Dear Superintendent Addington,

The December 2022 California School Dashboard data indicates that your school district is eligible for Differentiated Assistance (DA) under the California Systems of Support. The Kings County Office of Education (KCOE) is identified by the State Board of Education to provide support to districts under LCFF: "County offices of education (COEs) are the primary unit of assistance under LCFF." ([SBE Action Item #02, July 2017 Agenda](#)) The purpose of the systems of support is "to help LEAs and their schools meet the needs of each student they serve, with a focus on building local capacity to sustain improvement and to effectively address disparities in opportunities and outcomes." ([SBE Memo, June 13, 2017](#))

Those systems of support include level 2 differentiated assistance (DA) services for eligible districts. The role of COEs in providing Differentiated Assistance to eligible Local Education Agencies (LEAs) is outlined in statute:

[Education Code \(EC\) 52071](#) states *the county superintendent of schools shall provide technical assistance focused on building the school district's capacity to develop and implement actions and services responsive to pupil and community needs.*

This support includes: (c)(1) *assisting the LEA to identify its strengths and weaknesses in regard to the state priorities [as described in subdivision (d) of [EC Section 52060](#)];* (c)(2) *Working collaboratively with the school district to identify and implement effective programs and practices to address any areas of weakness;* (c)(3) *obtaining from the school district timely documentation demonstrating that it has completed the activities described in items (1) and (2);* and (4) *Requesting that the California Collaborative for Educational Excellence provide advice and assistance to the school district, pursuant to subdivision (g) of Section 52074.*

The [KCOE DA Overview](#) provides a summary of services and the approach for assistance to LEAs. The KCOE Differentiated Assistance Team will contact you soon to arrange times and dates for support.

Sincerely,

Todd Barlow
Kings County Superintendent



Kings County Office of Education

Todd Barlow - County Superintendent of Schools

January 15, 2023

Dale Davidson, Board President
Central Union School District
15783 18th Avenue
Lemoore, CA 93245

Dear Mr. Davidson,

Reporting Requirements

Pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. These certifications shall be based upon the board's assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127, of the district budget, as revised to reflect current information regarding the adopted state budget, district property tax revenues pursuant to Sections 95 to 100, inclusive, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certifications shall be classified as positive, qualified, or negative, as prescribed by the Superintendent of Public Instruction for the purposes of determining subsequent actions by the Superintendent of Public Instruction, the Controller, or the County Superintendent of Schools.

Within 75 days after the close of each reporting period, each county superintendent of schools shall report to the Controller and the Superintendent of Public Instruction as to whether the governing board of each of the school districts under his or her jurisdiction has submitted the certification. That report shall indicate the type of certification filed by each district.

Analysis of District's Fiscal Position

The Kings County Office of Education has reviewed the First Interim Financial Report submitted by the Central Union School District for the period ending October 31, 2022. Our review included an analysis of the district's estimated average daily attendance (ADA), projected revenues, expenditures, fund balance, cashflow and multiyear financial projections. *The following are our notes:*

- **ADA Estimations:** Due to statewide declines in enrollment, the Local Control Funding Formula (LCFF) was restructured to provide districts with additional ADA relief. In addition to this permanent restructure, the State also implemented a one-time ADA mitigation to allow districts to recoup lost ADA as a result of poor attendance rates. With these protections in place, the impacts from declining enrollment and lost attendance is softened over a period of multiple years. We recommend districts closely monitor enrollment and attendance projections and prepare to make necessary adjustments to staffing and budgets as needed.
- **Revenue/Expenditure Projections:** Based on the general fund unrestricted/restricted multi-year projection, the district is projecting changes in the ending fund balances in the current and next two years as shown below:
 - 2022-23 decrease \$655,591.82

- 2023-24 decrease \$1,038,936.64
- 2024-25 decrease \$1,818,676.76

Anticipated deficit spending should be for one-time, non-recurring expenditures to avoid depletion of the district's ongoing reserves.

- **Cash flow:** Although district are experience healthy cash flow balances as a result of Covid-19 relief and newly introduced categorical funds, cash flow projections should continue to be monitored regularly to ensure the fiscal health of the district.
- **Impact of Negotiations:** The district has indicated that negotiations have been finalized with both the certificated and classified bargaining units as of the First Interim reporting period.
- **Multi-year Projections:** With respect to the two subsequent fiscal years 2023-24 and 2024-25 it is important that the district's governing board and administration closely monitor and manage the district's financial resources to assure the district continues to experience a positive financial condition. It remains essential for each school district to maintain the required state minimum unrestricted reserves throughout the current fiscal year and to budget at least the state minimum required reserves in each future year due to the uncertainty of ongoing funding levels at the state or federal levels.

Conclusion

Based on our analysis, the data provided supports the board's **positive certification** of the district's financial condition and ability to meet its financial obligations. The district's unrestricted reserve balances meet the minimum state criteria and standards of 3% for the current and two subsequent years.

This certification is not a guarantee of future positive certifications. Circumstances do change and this opinion does not guarantee financial stability for the next two years. Your financial position is the result of management decisions and other issues, such as attendance, state and federal revenue funding, bargaining unit pressures, and price inflators for supplies and services.

Future Concerns

The Governor's Budget for 2023-24 anticipates a budget shortfall of \$22.5 billion, however the governor proposes to preserve its commitment to maintain educational programs and fully fund COLA. Districts are experiencing increased costs due to inflation as well as potential loss in ADA funding. These factors should be taken into consideration during future negotiations and budget projections.

Also of note is the growing emphasis on accountability measures as outlined in each district's Local Control Accountability Plan (LCAP), as 2023-24 represents the third year of a three-year LCAP cycle. LCFF continues to be fully funded and districts must ensure they are meeting their minimum proportionality requirement (MPP) as calculated under Title 5, California Code of Regulations, Section 15496(a). During the 2023-24 LCAP development it is critical that districts not only budget to meet the MPP requirement, but also respond to the performance data released by the California School Dashboard to develop goals and actions that are meeting the needs of each district's diverse student population.

Finally, please be advised of the following requirements resulting from the enactment of AB2756 (June 21, 2004):

- 1) AB2756 requires the district to update and certify multiyear financial projections reflecting the impact of any salary negotiations on the current and two subsequent fiscal years prior to board approval. As negotiations are settled, the Disclosure of Collective Bargaining Agreement (DCBA), including the multiyear projection should be sent to the County Office ten (10) days prior to board action.
- 2) AB2756 expanded the responsibilities of the county superintendent in reviewing school district budgets and in monitoring fiscal solvency. Education Code Section 42127.6 (a)(1) now states, "A school district shall provide the county superintendent of schools with a copy of a study, report, evaluation, or audit that was commissioned by the district, the county superintendent, the Superintendent of Public Instruction, and state control agencies and that contains evidence that the school district is showing fiscal distress under the standards and criteria adopted in Section 33127, or a report on the school district by the County Office Fiscal Crisis and Management Assistance Team or any regional team created pursuant to subdivision (i) of Section 42127.8." If the district commissions such a study, please submit a copy to our office to the attention of Maria Contreras.

If you have any questions concerning the review of the district's 2022-23 First Interim Financial Report, please contact the undersigned.

Sincerely,



Jamie Dial

Assistant Superintendent, Business Services

cc: Central Union School District; Thomas Addington, Teresa Santamaria
KCOE: Todd Barlow, Maria Contreras



FEBRUARY/MARCH
2023

Akers Newsletter

"Communication Builds a Community"
Admiral Akers Elementary School
Franklin & Constellation, NAS Lemoore, CA 93245
Mr. Sweeney – Principal
Mr. Denney- Assistant Principal

Office Hours:
7:00-4:00

Masks are NO
longer required
when entering the
office or school
buildings/grounds

Feb. 1-9 Valentine Grams For Sale

- Feb. 3 BB Gr. 6-8 Reef Sunset @ Akers- Home
- Feb. 6 Donut Social
- Feb. 8 1:00 DISMISSAL – SECURITY DRILL
- Feb. 10 BB Gr. 6-8 Akers @ Kettleman City- Away
- Feb. 13 CUSD Board Meeting 6:00 p.m.
- Feb. 14 Valentine's Day – No Deliveries please
- Feb. 14 BB Gr. 6-8 Island @ Akers- Home
- Feb. 15 Volunteer Training – 7:15am
- Feb. 15 3-5 Track – permission slips due
- Feb. 15 PTC Pieology Fundraiser
- Feb. 20 President's Day ~ No School
- Feb. 21 3-5 Track tryouts begin
- Feb. 21 SSC meeting at 3pm
- Feb. 24 2nd Trimester Ends

Feb 27- Mar 3 Dr. Seuss Dress Up Week

- Mar. 1 Silva- Oceanography Field Trip
- Mar. 9 5th gr. Monterey
- Mar. 10 1st gr. Zoo Field Trip
- Mar. 10 3-5 Track Roster posted
- Mar. 15 Concert Band - Kingsburg
- Mar. 16 3rd gr. Farm Day
- Mar. 16 7th gr. U.C. Berkeley Field Trip
- Mar. 16 Kindergarten Burris Park
- Mar. 17 COLOR RUN
- Mar. 22 Volunteer Training @ 7:15am (last class of the year)
- Mar. 24 3-5 Track Meet- Neutra
- Mar. 30 2nd gr. Zoo Field trip
- Mar. 30 Jazz Band – Liberty

3-5 Primary Track

*Track tryouts will begin for
students in grades 3-5 on
Feb 21st @ 2:30pm –
3:00pm*

*Permission slips are due by
February 15th in order to
participate. Late permission
slips will not be accepted.
Practice will run as follows:*

*Monday- All
Tuesday- Girls Only
Thursday- Boys Only
Friday- All*

NASL Security Alert Wednesday, Feb 8th

**NAS Lemoore Security
Forces will be conducting
a live training exercise
on the Akers Campus.
All students and parents
must exit the campus
promptly at 1:00 school
dismissal.
Akers Staff and office
will be closing early to
accommodate for the
drill.**



Akers 2nd Trimester Awards Assembly

Mar. 6 @ 1:20 p.m.

Gr. 1-3rd - Cafeteria

Mar. 6 @ 2:00 p.m.

Gr. 4th/5th- Cafeteria

Mar. 7 @ 1:30 p.m.

Gr. 6-8th - Event Center

Mar. TBD @ 1:30 p.m.

Basketball/Cheer Sports Awards

For grade level awards please contact your child's teacher for more information. Students in grades 4-8 that earned a 3.0 - 4.0 GPA, no D's or F's would be eligible for Honor Roll.

Acknowledge if you will be checking your student out BEFORE school dismissal (please drop by the office before reporting to the assembly). We will provide you with a check out pass.

Made with PosterMyDesign



**In recognition of President's
Day, there will be
NO SCHOOL
Monday, February 20th**

AKERS / NEUTRA ATTENDANCE FAQ

Central Union School District follows the rules and regulations set forth by the State of California Ed Code 48260. This includes SART and SARB procedures.

All absences regardless of the reason, count towards a student's overall attendance percentage.

Per Ed Code 48260, SART and SARB procedures can be scheduled due to unexcused absences, chronic absences and habitual tardies. SARB procedures include school officials, county officials, resource officers and base commands.

Who do I contact if my student is absent?

To ensure accurate attendance records please contact the Akers Office first regarding all attendance issues. Short term and long term.

What is considered an excused absence?

Per California Ed Code 48260.5 the only absences that are considered excused are those pertaining to the students own illness with a doctors note, court proceedings, funeral services.

What are Saturday Schools?

Saturday School is offered to help make up missing attendance, one 4 hour day of Saturday School will make up one day of missing attendance.

WOW!

Why am I receiving attendance letters on my kindergartner /TK if kindergarten/TK is not required?

Though kindergarten/TK is not required in California, if you choose to enroll your student you agree to abide by state guidelines including attendance.

Why are Navy events not excused? (i.e. pinnigs, command functions etc.)

Though we understand the sacrifices our military families endure, we unfortunately do not fall under the Department of Defense guidelines. We are a California public school that happens to be located on federal property and, in turn, must follow all state guidelines.

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When is a doctor's note required?

Anytime a student is absent and brings in a doctor's note, the absence can be marked as excused.

When a student has been out for 5 days due to illness, a doctor's note is required to verify the absence. These days do not have to be consecutive to require a doctor's note. Unfortunately "mental health" days unless accompanied with a doctors note, are not considered excused.



Moving?

Please let Mrs. Diaz know if you are transferring 559-998-5707
ldiaz@central.k12.ca.us



Spring Break
 April 3- April 10th



8th grade High School Transition

**Lemoore High School Parent
 Night
 Feb 27th**

**All students MUST register
 through Aries and LHS.**

Information regarding
 registration, student class
 selection and available
 pathways will be distributed by
 Lemoore High School.
 Be sure to check your postal
 mail for more information.
 LHS 559-924-6600

Valentine's Day



Valentine's Day

A quick reminder that students
 and/or parents will not be
 allowed to bring treats (food)
 to exchange or share with
 other students.

2023/2024
 New Student
 Registration

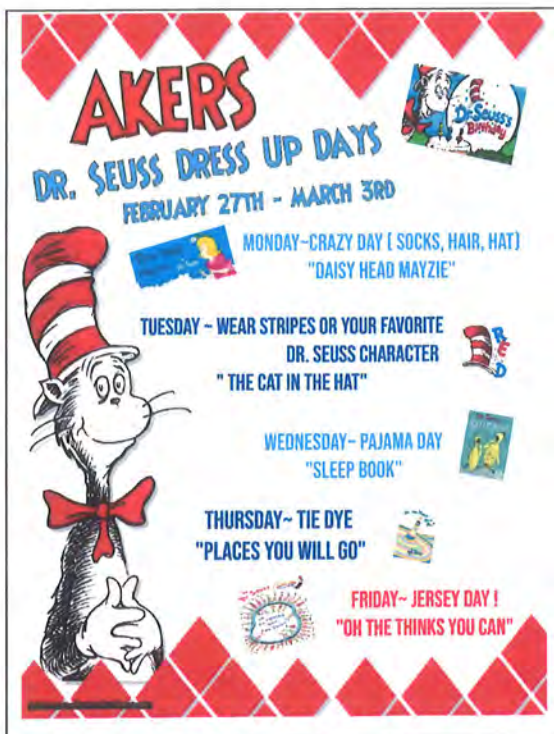


Supervision is NOT provided after school except
 for approved extra-curricular activities or
 assigned intervention. These activities are under
 the direct supervision of a teacher.

**Therefore, students should leave school
 immediately upon dismissal times unless they are under the direct
 supervision of a school employee and should NOT be on the school
 playground after school or before 7:45 a.m.**

Students who do not live on base must have arrangements made so they
 are not dropped off when the playground is not supervised and to ensure
 they are not unsupervised at the end of the school day.

Akers School Handbook pg. 11.



Central Union School District web address: central/k12.ca.us

2023-24 School Year New Student Registration

Posted on 01/31/2023



Online Registration is available on February 1st for the 2023-2024 School Year. Listed below is information on how to enroll. Any questions/concerns please contact the school office or 559-925-2619.

2023-24 School Year New Student Enrollment
2023-24 School Year New Student Enrollment-Spanish

To register for Transitional Kindergarten your child must be 5 years old between September 2, 2023 and April 2, 2024. Transitional Kindergarten is a two (2) year program.

To register for Kindergarten your child must be 5 years old on or before September 1, 2023.

Online Registration is available for the 2022-2023 School Year. Listed below is information on how to enroll. Any questions/concerns please contact the school office or 559-925-2619.

2022-23 School Year New Student Enrollment
2022-23 School Year New Student Enrollment-Spanish

To register for Transitional Kindergarten your child must be 5 years old between September 2, 2022 and February 2, 2023. Transitional Kindergarten is a two (2) year program.

To register for Kindergarten your child must be 5 years old on or before September 1, 2022.



CENTRAL UNION SCHOOL DISTRICT

January 9, 2023

MINUTES

The regular open public meeting of the Central Union School District Board of Trustees was held on Monday, January 9, 2023 at District Presentation Center, 15783 18th Avenue, Lemoore, CA 93245. The Board meeting began with a preliminary open session at **5:30 p.m.** and adjourned into closed session at **5:30 p.m.** After the closed session the general open session was called to order at **6:03 p.m.** The meeting adjourned at **6:17 p.m.**

Any individual who requires a translator, disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing no later than 8:00 a.m. the day of the meeting.

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda are available for public inspection and may be accessed under the Board Agenda and backup information housed on the District website at www.central.k12.ca.us.

CUSD Mission Statement ~

Central Union School District seeks to be an exemplary learning community. We build the foundation of this community through meaningful relationships, relevant and engaging learning, effective communication, and providing a safe atmosphere. Each student will be treated as an individual, given the tools to be a lifelong learner, and taught to function as a member of a group and as a productive member of society. We challenge ourselves to be better than we think we can be, and advocate for the greater good of our community. Our success in this mission will build lifelong, confident learners, who have the tools necessary for success in a changing world.

1. OPEN PUBLIC SESSION:

- a. Call to Order
- b. Roll Call
- c. Flag Salute

Trustees:

Dale Davidson, Jeffrey Gilcrease, Ceil Howe III, and Steven Salefske were all present.

District Officials:

Superintendent Tom Addington, Elizabeth Alvarado, Loretta Black, Darin Denney, Traci Fullerton, Brittany Gately, Anne Gonzales, Christina Gonzales, Michelle King, Cindee Rael, Teresa Santamaria, Davinder Sidhu, Heiko Sweeney and Mark Tompkins were all present. Penny Miller was absent.

CUSD Employee Associations' Representatives and others in attendance

2. PROCEDURE FOR VISITORS WHO WISH TO ADDRESS THE BOARD:

If any visitor wishes to address the Board, the request form, entitled “*Request to Address the Board*” should be filled out as soon as possible. **Complete the form in its entirety and give it to the Superintendent.** Persons may speak to any item on the agenda when it comes up for discussion or persons may speak during the time designated, “Courtesy to Visitors.” Persons speaking to the board should understand that the Board invites your comments. Most questions asked of the Board require research and/or investigation. Therefore, the Board may respond to your questions in writing. Your input is important. However, if the comments involve a District employee or a student, the President will, at that time, explain the rights of the Speaker and the rights of the employee and/or student. Each address to the Board should not exceed five minutes in length with no more than thirty minutes per item.

3. PRESENTATION(S):

- a. CWDL, Certified Public Accountants - Annual Financial Report

4. DISTRICT REPORTS:

- a. Superintendent Update. Mr. Addington shared that Trustee Steven Salefske will be relocating due to his military service and that tonight’s board meeting is his last meeting. Mr. Addington thanked Mr. Salefske for his service to the staff, students and families of the Central Union School District.

	BEG. OF YEAR 2021-2022	BEG. OF YEAR 2022-2023	December 2021-2022	December 2022-2023	Transfer Students From	TOTAL
ENROLLMENT						

AKERS	720	672	724	688	LESD	15
CENTRAL	257	226	273	246	HANFORD	5
NEUTRA	449	413	447	430	OTHER	1
STRATFORD	260	283	289	288	Intra-District	7
TOTAL	1686	1594	1733	1652	TOTAL	28

- b. Business Update. Ms. Santamaria shared that she will be attending the School Services Governor's Budget workshop next week and will start working on the Second Interim which is due by March 15th.

5. **COURTESY TO VISITORS.** None

6. **CORRESPONDENCE AND BOARD INFORMATION:**

- a. NIISA newsletter
- b. Quarterly Williams Compliance Report

7. **CONSENT AGENDA:**

(at this time board members may request that an item or items be removed from the consent agenda and placed as 'new business')

- a. Approved minutes of the organizational board meeting of December 12, 2022
- b. Approved new hires:
 - i. Savanna Whitaker Specialty Instructional Aide
- c. Approved separations:
 - i. 16-12/22
 - ii. 17-12/22
- d. Accepted donation from Kings County Board of Supervisors - AB86 laptop distribution
- e. Approved 22-23 Central Union Impact Agreement with Tulare County Office of Education
- f. Approved agreement with Ahkavan Consulting, Inc. for professional development training and instructional coaching
- g. Approved agreement with Panorama Education for virtual workshop and professional development
- h. Approved 2023-2026 renewal agreement with Panorama Education

- i. Approved update to BP and AR 5141.21 Administering Medication and Monitoring Health Conditions
- j. Approved update to BP 0450 - Comprehensive Safety Plan
- k. Approved update to BP 0460 - Local Control Accountability Plan
- l. Approved technology surplus request

Approved items a) through l):

Motion: Ceil Howe, III

Seconded: Jeffrey Gilcrease

Dale Davidson Vote: AYE

Ceil Howe, III Vote: AYE

Jeffrey Gilcrease Vote: AYE

Steven Salefske Vote: AYE

8. OLD BUSINESS:

- a. none

9. NEW BUSINESS

- a. No announcements were made from closed session.

- b. Approved December 2022 District warrants

Motion: Jeffrey Gilcrease

Seconded: Ceil Howe, III

Dale Davidson Vote: AYE

Ceil Howe, III Vote: AYE

Jeffrey Gilcrease Vote: AYE

Steven Salefske Vote: AYE

- c. Approved December 2022 Fiscal Position Reports for General Fund and Cafeteria Fund

Motion: Ceil Howe, III

Seconded: Steven Salefske

Dale Davidson Vote: AYE

Ceil Howe, III Vote: AYE

Jeffrey Gilcrease Vote: AYE

Steven Salefske Vote: AYE

- d. Approved Resolution #A-01-09-2023 District acceptance/adoption of the Audit Report for Year Ending June 30, 2022 from CWDL, Certified Public Accountants

Motion: Ceil Howe, III

Seconded: Jeffrey Gilcrease

Dale Davidson Vote: AYE

Ceil Howe, III Vote: AYE

Jeffrey Gilcrease Vote: AYE

Steven Salefske Vote: AYE

- e. Approved 2022 draft of Annual School Site Accountability Report Cards

Motion: Jeffrey Gilcrease

Seconded: Steven Salefske

Dale Davidson Vote: AYE

Ceil Howe, III Vote: AYE

Jeffrey Gilcrease Vote: AYE

Steven Salefske Vote: AYE

10. BOARD MEMBER COMMENTS:

11. CLOSED SESSION:

The closed session of the Board of Trustees will be held to consider the following:

- a. Personnel (Gov. Code 54957)

Respectively submitted,

President

Clerk



Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

STUDENT TEACHING LETTER OF AGREEMENT - CALIFORNIA

Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and Central Union School District ("District"), and is effective as of the date of the signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort.

B. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a District employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement in California (currently 13 weeks, or 16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Has documented completion of training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California Commission on Teacher Credentialing (CTC);
- Holds a teaching credential or license for the subject area and/or grade level being taught;
- Has a minimum of three years of teaching experience, five years preferred, with two or more years teaching in the placement school and/or District, and have strong evaluations;
- Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective when a state, district, or school provides such ratings;
- Successfully and with positive impact mentored student teachers, colleagues, and/or other adults;
- Competently uses technology for communicating via email and completing online evaluation forms; and
- Consistently models the dispositions and ethical considerations expected of WGU Teacher Candidates:
 - Caring and considerate
 - Affirming of diversity and cross-culturally competent
 - Reflective practitioner
 - Equitable and fair
 - Committed to the belief that all students can learn
 - Collaborative
 - Technologically proficient
 - Professional leadership

D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experience.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to: (i) complete a background check acceptable to District, and (ii) have a current Tuberculosis (TB) Risk Assessment and/or examination. Upon request, Teacher Candidates will be required to provide documentation to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.

- Facilitate a cohort seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates. Clinical supervision may include an in-person site visit, video capture, or synchronous video observation.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Require Cooperating Teachers to complete and document training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California CTC.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

F. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
 - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
 - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

- **Video Recordings.**

During Student Teaching, Teacher Candidates complete a teacher performance assessment, which measures Teacher Candidate readiness to teach. A teacher performance assessment is designed for Teacher Candidates to submit real artifacts—lesson plans, video, and student work samples—to show the authenticity of the local teaching context and the way the Teacher Candidates respond to students when teaching in a real setting. In order to collect artifacts required for a teacher performance assessment, Teacher Candidates may be required to submit video recordings of themselves teaching in the classroom.

Additionally, recordings provide WGU an avenue to evaluate the performance of Teacher Candidates, and the Teacher Candidates with opportunities to evaluate themselves, reflect, and improve their instruction.

WGU provides the following guidelines to Teacher Candidates. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of the District's students should be agreed directly between the District and Teacher Candidates.

Teacher Candidate Guidelines

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
 - To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and cooperating teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
 - You must follow appropriate protocol to submit recordings to WGU.
 - You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
 - You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
 - You must destroy all video recordings once the evaluation is complete.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
- **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
- **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with minimum limits of: (i) \$1,000,000 per occurrence and \$3,000,000 annual aggregate, (ii) \$2,000,000 per occurrence and \$2,000,000 annual aggregate.
- **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
- **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, veteran status, or any other basis protected by law.
- **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and

signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WGU

By: Stacey Ludwig Johnson
Title: VP, Academic Operations, Teachers College

Point of Contact:


Email: fieldplacement@wgu.edu

Phone: 866-889-0132 (Option 1)

For legal notices:

General Counsel
Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107-2533

DISTRICT

By: 
Title: Superintendent
Date: 1/30/23

Point of Contact:

Email: tfullerton@central.k12.ca.us

Phone: 559-925-2619

For legal notices:

Central Union School District
15783 18th Avenue
Lemoore, CA 93245

Heart of America.

GIVING COMMUNITIES
SPACE TO GROW

1701 Rhode Island Ave NW,
Washington DC 20036
Office | 202.347.6278
Email | info@heartofamerica.org
Web | www.heartofamerica.org

MEMORANDUM OF UNDERSTANDING (MOU) between Heart of America (HOA) and Central Union School District (CUSD)

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to Stratford Elementary School renovations and activities.

Identification of Project and Scope: Heart of America (HOA) and its partners will be making improvements at Stratford Elementary School. The improvement project's focus will include new décor, paint, furniture, fixtures and equipment and an infusion of technology and books. The improvements may take place in: the school library including the annex room, Teachers' Lounge, and outdoor spaces.

Responsibilities of Partners:

Heart of America

- a. Heart of America agrees to submit all final design and materials plans to Central Union School District and Stratford Elementary School's administration for approval prior to any purchase or start of work.
- b. Heart of America is responsible for obtaining all goods and services for the Project.
- c. Heart of America will require its contractors/partners to acquire any required permits

Central Union School District

- a. Central Union School District and/or Stratford Elementary School will provide storage for donated project furniture, supplies, and technology.
- b. Central Union School District and/or Stratford Elementary School will oversee and assist in the removal and storing of the existing library collection and other instructional materials.
- c. Central Union School District will have the option on assisting with demolition and space preparation.
- d. Central Union/Stratford Elementary School will be responsible for completing a baseline application/survey as well as subsequent evaluations after the project is complete.

Signatures of Responsible Partners:

This MOU shall be effective upon the signature of HOA and CUSD Authorized Officials.



Jill Hardy Heath - President and CEO, Heart of America

1/20/23

Date



Tom Addington - Superintendent, Central Union School District

2/2/23

Date

Heart of America.

GIVING COMMUNITIES
SPACE TO GROW

1701 Rhode Island Ave NW,
Washington DC 20036
Office | 202.347.6278
Email | info@heartofamerica.org
Web | www.heartofamerica.org

Tentative Timing and Action

December 2022:

Site Visit Completed

Matterport/3D Design completed and sent to HOA design team.

January 2023:

MOU Drafted and Revised

Tentative Timeline Created

February 2023:

MOU to be presented to Central Union School District Board

HOA project manager to be assigned

Budget finalized

Feb/March 2023:

Design Deck presented to SOLV and Stratford Elementary *and District*

March 2023:

Design Deck revisions reviewed.

SOLV and *2 District* Stratford to sign off on design deck

April 2023

HOA procurement team to order furniture, tech and books

May 2023:

HOA Innovation/Construction to begin the bidding process

June 2023:

Library Collection boxed up by SOLV Volunteers

June-August:

Pre-Event Work on Space

August 23rd Wednesday – HOA Prep Day at Stratford Elementary

August 24th Thursday – Volunteer Day and Ribbon Cutting

Thomas Addington
Superintendent

15783 18th Avenue
Lemoore, CA 93245
Telephone (559) 924-3405
Fax (559) 924-1153



Board Members
Dale Davidson
Jeffrey Gilcrease
Ceil Howe, III

To: Central Union School Board of Trustees
From: Tom Addington, Superintendent
Date: February 6, 2023

For Board Meeting

x	Action (Consent or New Business)
	Information

Item:

Approve Updates to Board Policy and Administrative Regulation 5142 Safety

Rationale/Purpose:

Two additions of note for the update:

- 1) Board Policy updated to reflect NEW LAW (P.L. 117-159) which requires that the district regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure and the monitoring and response to suspicious and/or threatening digital media content.
- 2) Administrative Regulation updated to reflect NEW LAW (SB 906, 2022) which requires certificated and classified employees of the district, and other school officials, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement, and add language regarding staff responsibilities and training to align with requirement to report potential homicidal acts. Regulation also updated to add language that anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator,

Fiscal Impact:

None noted.

Recommendation:

Approve updates to Policy and Regulation 5142.

Policy 5142: Safety

Status: DRAFT

Original Adopted Date: 06/10/2019

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and promotes student safety and well-being. Appropriate measures shall be implemented to minimize the risk of harm to students, including, but not limited to, protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, and guiding student participation in educational programs and school-sponsored activities.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

School staff shall be responsible for the proper supervision of students at all times when students are subject to district rules, including, but not limited to, during school hours, school-sponsored activities, before and after-school programs, morning drop-off and afternoon pick-up, and while students are using district provided transportation.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety and emergency procedures, as well as injury and disease prevention.

Crossing Guards/Safety Patrol

To assist students in safely crossing streets adjacent to or near school sites, the Board may employ crossing guards and/or establish a safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.

Student Identification Cards and Safety Information

Student identification cards of students in grades 7-12 shall have printed on them safety information, including the following: (Education Code 215.5)

1. The National Suicide Prevention Lifeline telephone number and, at the district's discretion, the Crisis Text Line and/or a local suicide prevention hotline telephone number
 2. The National Domestic Violence Hotline
-

Regulation 5142: Safety

Status: DRAFT

Original Adopted Date: 06/10/2019

At each school, the principal or designee shall establish emergency procedures, rules for student conduct, and rules for the safe and appropriate use of school facilities, equipment, and materials, consistent with law, Board policy, and administrative regulation. The rules shall be communicated to students, distributed to parents/guardians, and readily available at the school at all times.

Release of Students

Students shall be released during the school day only to the custody of an adult who is one of the following:

1. The student's custodial parent/guardian
2. An adult authorized on the student's emergency card as an individual to whom the student may be released when the custodial parent/guardian cannot be reached, provided the principal or designee verifies the adult's identity
3. An authorized law enforcement officer acting in accordance with law
4. An adult taking the student to emergency medical care at the request of the principal or designee

Supervision of Students

Teachers shall be present in their respective rooms before the beginning of the school day.

Every teacher shall hold students to a strict account for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

The principal or designee shall require all individuals supervising students to remain alert for unauthorized persons and dangerous conditions, and promptly report any unusual incidents to the principal or designee and file a written report as appropriate.

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

Threat or perceived threat means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator.

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Clearly identify supervision zones and require all playground supervisors to remain at a location from which they can observe their entire zone of supervision and be observed by students in the supervision zone
2. Consider the size of the playground area, the number of areas that are obstructed from open view, and the age of the students to determine the ratio of playground supervisors to students

At any school where playground supervision is not otherwise provided, the principal or designee shall provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school

grounds before and after school and during recess and other intermissions. (5 CCR 5552)

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help prevent problems and resolve conflicts among students. Additionally, all staff and other school officials shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats. The training shall be documented and kept on file.

Playground Safety

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. The Superintendent or designee shall have a playground safety inspector certified by the National Playground Safety Institute conduct an initial inspection to aid compliance with applicable safety standards. (Health and Safety Code 115725)

Activities with Safety Risks

Due to concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during school-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

1. Trampolining
2. Scuba diving
3. Skateboarding or use of scooters
4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing
6. Cross-country or downhill skiing
7. Motorcycling
8. Target shooting
9. Horseback riding
10. Rodeo
11. Archery
12. Mountain bicycling
13. Rock climbing
14. Rocketeering
15. Surfing
16. Body Contact Sports
17. Other activities determined by the principal to have a high risk to student safety

As needed, the Superintendent or designee may periodically provide training or instruction to students on the safe use of electric, motorized or nonmotorized bicycles, scooters, skateboards, and roller skates. Any student who rides any such bicycle, scooter, skateboard, or roller skates at school shall wear a properly fitted and fastened bicycle

helmet.

Events In or Around a Swimming Pool

When any on-campus event that is not part of an interscholastic athletic program is sponsored or hosted by the district and is to be held in or around a swimming pool, at least one adult with a valid certification of cardiopulmonary resuscitation training shall be present throughout the duration of the event. (Education Code 35179.6)

Laboratory Safety

The principal of each school offering laboratory work shall develop procedures for laboratory safety and designate a trained certificated employee to regularly review, update, and implement these procedures.

Students in a laboratory shall be under the supervision of a certificated employee. Students shall be taught laboratory safety, and safety guidelines and procedures shall be posted in science classrooms. Students shall receive continual reminders about general and specific hazards.

Hazardous materials shall be properly used, stored, and disposed of in accordance with law and the district's chemical hygiene plan.

Bloodborne pathogens shall be handled in accordance with the district's exposure control plan.

The district's emergency plan, emergency contact numbers, and first aid supplies shall be readily accessible.

Parents/guardians shall be made aware of the kinds of laboratory activities that will be conducted during the school year.

Hearing Protection

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee may also provide hearing conservation education to teach students ways to protect their hearing.

Eye Safety Devices

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed the actual cost to the district. (Education Code 32030, 32031, 32033)

Protection Against Insect Bites

To help protect students against insect bites or stings that may spread disease or cause allergic reactions, students shall be allowed to apply insect repellent provided by their parents/guardians, when engaging in outdoor activities. Any application of insect repellent shall occur under the supervision of school personnel, and in accordance with the manufacturer's directions.

Thomas Addington
Superintendent

15783 18th Avenue
Lemoore, CA 93245
Telephone (559) 924-3405
Fax (559) 924-1153



Central Union School District
Lemoore, CA

Board Members

Dale Davidson
Jeffrey Gilcrease
Ceil Howe, III

To: Tom Addington
From: Teresa Santamaria
Date: February 7, 2023

For Board Meeting
☒ New Business
☐ Information

Item:

SY 2023-2024

San Joaquin Valley Purchasing Co-op Annual Renewal

Rationale/Purpose:

The form is for renewing the membership of our school district participation in the San Joaquin Valley Purchasing Co-Op. Allows our district to purchase food at optimum prices through the USDA.

Fiscal Impact:

No fiscal impact

Recommendation:

Renew the San Joaquin Valley Purchasing Co-Op membership for the Central Union School District Nutrition Services Program.

San Joaquin Valley Purchasing Co-op
Annual Membership Renewal
SY 2023-24

Member District Name: Central Union School District

Please check (✓) your response:

✓	Yes , we do plan to Continue membership with The San Joaquin Valley Purchasing Co-op for School Year 2023-24.
	No , we do <u>NOT</u> plan to continue membership with The San Joaquin Valley Purchasing Co-op for School Year 2023-24.

Weaver Union School District is the Lead Agency of "The San Joaquin Valley Purchasing Cooperative", referred to herein as SJVPC, with authority to contract for purchased foods and related services on behalf of Member Districts.


The parties agree as follows:

1. Both parties are responsible for compliance with USDA and the California Department of Education, Nutrition Services Division policies and regulations.
2. Member District agrees to abide by the current SJVPC By-Laws as approved by the Member Districts.
3. Member District shall read all correspondence from the SJVPC and respond promptly as indicated.
4. Member District shall maintain accurate contact information with the SJVPC to assure proper correspondence is maintained.
5. Member District agrees to complete the annual usage documents with accurate information, typically requested in February.
6. Member District agrees to verify contract pricing for purchased items they receive on bid, and monitor contract pricing throughout the school year. Reported discrepancies shall be addressed promptly with distributor and/or vendor.
7. Termination from the SJVPC shall be made in writing to the co-op chairperson.
8. Fees are paid by Member District directly to the Lead Agency, and may include shared cost of advertising of bids, printing, memory devices and postage. Member District agrees to remit promptly upon receipt of invoice.
9. Member agrees to attend or send a designee to each co-op meeting.
10. Provide current contact information for two (2) individuals at your district/agency:

Nutrition Services Coordinator/Manager/Director	
Name	Sylvia Rios
Title	Food Service Coordinator
Telephone	559-925-2611
Email	srios@central.k12.ca.us

Additional Contact	
Name	Teresa Santamaria
Title	CBO
Telephone	559-924-3405 ext 2620
Email	tsantama@central.k12.ca.us

- By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.
- My execution of this Annual Renewal was approved by the Participant District's Board of Education at a duly called and noticed Regular Board Meeting on February 13, 2023.

Member District Name	Central Union Elementary School District
Signature	
Print Name	Thomas Addington
Title	Superintendent
Date	12/16/22

Lead Agency – Weaver Union School District	
Signature	
Print Name	Danielle Johnson
Title	Director of Food Services
Date	

Please return a signed copy to Danielle Johnson via email to djohnson@weaverusd.org by Friday, December 16, 2022. Please call (209) 725-7130 with any questions. Thank you.

Thomas Addington

Superintendent

15783 18th Avenue
Lemoore, CA 93245
Telephone (559) 924-3405
Fax (559) 924-1153



Central Union School District
Lemoore, CA

Board Members

Dale Davidson
Jeffrey Gilcrease
Ceil Howe, III

DATE February 13, 2023

Action/Consent:

Approval is sought for surplus of technology equipment. Please see the Attached list of equipment and reason for surplus.

DO#	Serial#	Model	Type	Reason
11005761	3TTLV71	Dell Precision 380	Computer	obsolete
11007343	C07CWANSDD6H	Mac Mini	Computer	obsolete
11013973	PF0GTM4S	ThinkPad E560 17"	Laptop	obsolete; not cost effective to repair
11012470	C07MD3UJDWYL	Mac mini Late 2012	Computer	obsolete
11010439	C07G4MTPDJ0	Mac Mini (Mid 2011)	Computer	obsolete
11011358	Q2CD-P7KG-BAWM	Meraki MR12 802.11n	Access Point	obsolete
11013992	Q2GD-QJNB-QN85	Meraki MR18-HW	Access Point	obsolete
11012456	00408CF54637	P5534-E PTZ	Security Camera	obsolete; not cost effective to repair
11011017	C86J6EFNDM72	Extreme 802.11n (5th G	Airport	obsolete
11013982	ACCC8E208094	P5624-E PTZ Dome	Security Camera	obsolete; not cost effective to repair
11010592	00408CCDA65C	P3343-VE	Security Camera	obsolete; not cost effective to repair
11006745	6F9080ZR2UP	Time Capsule Early 200	Time Capsule	obsolete; not cost effective to repair
11011050	C86JF5UZDM72	Extreme 802.11n (5th G	Airport	obsolete
11011077	C86JLBJUDM72	Extreme 802.11n (5th G	Airport	obsolete
11011073	C86JLCVRDM72	Extreme 802.11n (5th G	Airport	obsolete
11007553	6F03467BACC	Airport Extreme Dual B	Airport	obsolete
11007552	6F03468MACC	Airport Extreme Dual B	Airport	obsolete
11015164	ACCC8E9EB790	AXIS P1367-E	Security Camera	obsolete; not cost effective to repair
11015151	ACCC8E9EB9A7	AXIS P1367-E	Security Camera	obsolete; not cost effective to repair

Warrant Register For Warrants
Dated 01/03/2023

Warrant Number	Vendor Number	Vendor Name	Amount
12704393	473	HOME DEPOT	\$2,426.96
12704394	4358	HOME DEPOT PRO	\$152.83
12704395	4773	INFINITY POWER SOLUTIONS INC	\$3,577.00
12704396	3537	MID VALLEY DISPOSAL	\$588.50
12704397	725	PACIFIC GAS & ELECTRIC CO	\$5,289.19
Total Amount of All Warrants:			\$12,034.48



Commercial Payment Register

For Payments Dated: 01/03/2023

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - LI - L2	Resource	Object	Amount
12704393	473	HOME DEPOT	PV - 25982	0100-8150-0-0000-8100-430014-424-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$298.80
			PV - 25981	0100-8150-0-0000-8100-430014-323-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$962.30
			PV - 25980	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$1,165.86
			Total For Fund Number: 0100				\$2,426.96
Total Amount of Payment:							\$2,426.96
12704394	4358	HOME DEPOT PRO	PO - 25095	0100-8150-0-0000-8100-430014-525-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$75.68
			PO - 25095	0100-8150-0-0000-8100-430014-323-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$233.13
			CM - 25084	0100-8150-0-0000-8100-430014-525-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	-\$15.05
			CM - 25085	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	-\$693.58
			PV - 25977	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$64.44
			PV - 25978	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$83.10
			PV - 25979	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$92.03
			PO - 25095	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$95.88
			PO - 25095	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$37.47
			PO - 25095	0100-8150-0-0000-8100-430014-525-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$42.09
			PO - 25095	0100-8150-0-0000-8100-430014-525-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$64.78
			PO - 25095	0100-8150-0-0000-8100-430014-525-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$72.86
			Total For Fund Number: 0100				\$152.83
Total Amount of Payment:							\$152.83
12704395	4773	INFINITY POWER SOLUTION	PO - 25408	0100-8150-0-0000-8100-560009-525-00-0000	Ongoing & Major Maint. Acct.	Outsider Services	\$3,577.00
			Total For Fund Number: 0100				\$3,577.00
			Total Amount of Payment:				
12704396	3537	MID VALLEY DISPOSAL	PO - 25176	0100-0000-0-1110-8200-550050-120-00-0000	Unrestricted Resources	Garbage	\$117.70
			PO - 25176	0100-0000-0-1110-8200-550050-323-00-0000	Unrestricted Resources	Garbage	\$470.80
			Total For Fund Number: 0100				\$588.50
Total Amount of Payment:							\$588.50
12704397	725	PACIFIC GAS & ELECTRIC CO	PO - 25177	0100-0000-0-1110-8200-550020-120-00-0000	Unrestricted Resources	Electricity	\$25.46
			PO - 25177	0100-0000-0-1110-8200-550020-323-00-0000	Unrestricted Resources	Electricity	\$25.46
			PO - 25177	0100-0000-0-1110-8200-550020-525-00-0000	Unrestricted Resources	Electricity	\$25.46
			PO - 25177	0100-0000-0-1110-8200-550020-525-00-0000	Unrestricted Resources	Electricity	\$25.46
			PO - 25177	0100-0000-0-1110-8200-550020-323-00-0000	Unrestricted Resources	Electricity	\$66.67
			PO - 25177	0100-0000-0-1110-8200-550020-525-00-0000	Unrestricted Resources	Electricity	\$67.82
			PO - 25177	0100-0000-0-1110-8200-550020-323-00-0000	Unrestricted Resources	Electricity	\$27.70
			PO - 25177	0100-0000-0-1110-8200-550020-525-00-0000	Unrestricted Resources	Electricity	\$25.72
			PO - 25177	0100-0000-0-1110-8200-550020-120-00-0000	Unrestricted Resources	Electricity	\$463.21

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - LI - L2	Resource	Object	Amount
12704397	725	PACIFIC GAS & ELECTRIC CO	PO - 25177	0100-0000-0-1110-8200-550020-120-00-0000	Unrestricted Resources	Electricity	\$2,165.70
			PV - 25976	0100-0000-0-1110-8200-550020-222-00-0000	Unrestricted Resources	Electricity	\$2,370.53
					Total For Fund Number: 0100		\$5,289.19
					Total Amount of Payment:		\$5,289.19

SCHOOL DISTRICT Payment Order

District Name: **Central Union Elementary School District**

As per the Authorized Signature Permit, the following payments are authorized as listed on the payment register.

Warrants	5	\$12,034.48
Credit Card Payments	0	

Grand Total for Payments Dated: 01/03/2023 \$12,034.48


☐

Authorized Officer/Employee

Or

☐

Board Members *



* If this option is chosen, must have a majority of board members authorization (EC 42632)

Date _____

KCOE Examination and Approval

By _____

Date _____

This order must be returned to KCOE prior to distribution of payments.

Warrant Register For Warrants
Dated 01/04/2023

1/4/2023 11:33:30AM

Warrant Number	Vendor Number	Vendor Name	Amount
12704475	111	BILLINGSLEY TIRE INC	\$137.12
12704476	3863	ESGI LLC	\$636.00

Total Amount of All Warrants:**\$773.12**


Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY - GO - FN - OB - SI - LI - L2	Resource	Object	Amount
12704475	111	BILLINGSLEY TIRE INC	PV - 25983	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$137.12
						Total For Fund Number: 0100	\$137.12
						Total Amount of Payment:	\$137.12
12704476	3863	ESGI LLC	PO - 25443	0100-0050-0-0000-7700-580011-121-00-0000	Classroom Standards	Software License Renewals	\$636.00
						Total For Fund Number: 0100	\$636.00
						Total Amount of Payment:	\$636.00

SCHOOL DISTRICT Payment Order

District Name: **Central Union Elementary School District**

As per the Authorized Signature Permit, the following payments are authorized as listed on the payment register.

Warrants	2	\$773.12
Credit Card Payments	0	
Grand Total for Payments Dated:	01/04/2023	\$773.12

<input type="checkbox"/>	Authorized Officer/Employee	
	Or	
<input type="checkbox"/>	Board Members *	

* If this option is chosen, must have a majority of board members authorization (EC 42632)

Date _____

KCOE Examination and Approval

By _____

Date _____

This order must be returned to KCOE prior to distribution of payments.

**Warrant Register For Warrants
Dated 01/06/2023**

1/6/2023 10:01:50AM

Warrant Number	Vendor Number	Vendor Name	Amount
12704507	2703	AT&T	\$2,661.19
12704508	4202	CALIFORNIA CONSULTING INC.	\$3,500.00
12704509	4859	JASMINE CAMPBELL	\$16.57
12704510	1751	CDW-G	\$1,160.45
12704511	4358	HOME DEPOT PRO	\$128.39
12704512	4773	INFINITY POWER SOLUTIONS INC	\$1,850.00
12704513	572	LEMOORE AUTO SUPPLY	\$358.03
12704514	4554	MANGINI ASSOCIATES INC	\$611.05
12704515	1937	MATSON ALARM CO INC	\$553.50
12704516	3537	MID VALLEY DISPOSAL	\$617.72
12704517	1105	MORGAN & SLATES	\$191.72
12704518	207	NICK CHAMPI ENTERPRISES INC.	\$977.56
12704519	916	STRATFORD PUBLIC UTILITY DIST	\$3,842.00
12704520	1607	SWEETWATER SOUND INC	\$764.48
12704521	1013	WEST VALLEY SUPPLY	\$47.88

Total Amount of All Warrants:**\$17,280.54**

Commercial Payment Register

For Payments Dated: 01/06/2023

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - L1 - L2	Resource	Object	Amount			
12704507	2703	AT&T	PO - 25183	0100-0000-0-1110-8200-590010-323-00-0000	Unrestricted Resources	Communications - Telephone	\$726.26			
			PO - 25183	0100-0000-0-1110-8200-590010-222-00-0000	Unrestricted Resources	Communications - Telephone	\$860.47			
			PO - 25183	0100-0000-0-1110-8200-590010-525-00-0000	Unrestricted Resources	Communications - Telephone	\$493.37			
			PO - 25183	0100-0000-0-1110-8200-590010-424-00-0000	Unrestricted Resources	Communications - Telephone	\$581.09			
Total For Fund Number: 0100							\$2,661.19			
Total Amount of Payment:							\$2,661.19			
12704508	4202	CALIFORNIA CONSULTING II	PO - 25157	0100-0000-0-0000-7200-580000-121-00-0000	Unrestricted Resources	Other Services and Operating Expenditures	\$3,500.00			
			Total For Fund Number: 0100							\$3,500.00
			Total Amount of Payment:							\$3,500.00
12704509	4859	CAMPBELL, JASMINE	PV - 25986	0100-0000-0-0000-7200-520003-121-00-0000	Unrestricted Resources	Mileage-Other	\$16.57			
			Total For Fund Number: 0100							\$16.57
			Total Amount of Payment:							\$16.57
12704510	1751	CDW-G	PO - 25557	0100-0050-0-0000-7700-440000-121-00-0000	Classroom Standards	Equipment-Non Depreciated	\$1,160.45			
			Total For Fund Number: 0100							\$1,160.45
			Total Amount of Payment:							\$1,160.45
12704511	4358	HOME DEPOT PRO	PO - 25095	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$126.79			
			CM - 25086	0100-8150-0-0000-8100-430014-525-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	-\$11.78			
			PO - 25095	0100-8150-0-0000-8100-430014-525-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$13.38			
			Total For Fund Number: 0100							\$128.39
Total Amount of Payment:							\$128.39			
12704512	4773	INFINITY POWER SOLUTION	PO - 25337	0100-8150-0-0000-8100-560009-525-00-0000	Ongoing & Major Maint. Acct.	Outsider Services	\$1,850.00			
			Total For Fund Number: 0100							\$1,850.00
			Total Amount of Payment:							\$1,850.00
12704513	572	LEMOORE AUTO SUPPLY	PO - 25102	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$162.86			
			PV - 25989	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$3.21			
			PV - 25990	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$73.39			
			PO - 25102	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$34.30			
			PO - 25102	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$84.27			
Total For Fund Number: 0100							\$358.03			
Total Amount of Payment:							\$358.03			
12704514	4554	MANGINI ASSOCIATES INC	PV - 25984	0100-3210-0-0000-8500-620000-525-00-7589	Elementary & Secondary School Emergency Relief (ESSER) Fund	Buildings and Improvement of Buildings	\$611.05			
			Total For Fund Number: 0100							\$611.05
			Total Amount of Payment:							\$611.05
12704515	1937	MATSON ALARM CO INC	PO - 25175	0100-0000-0-1110-8200-580000-121-00-0000	Unrestricted Resources	Other Services and Operating Expenditures	\$149.44			

Commercial Payment Register

For Payments Dated: 01/06/2023

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - LI - L2	Resource	Object	Amount	
12704515	1937	MATSON ALARM CO INC	PO - 25175	0100-0000-0-1110-8200-580000-525-00-0000	Unrestricted Resources	Other Services and Operating Expenditures	\$193.73	
			PO - 25175	0100-0000-0-1110-8200-580000-323-00-0000	Unrestricted Resources	Other Services and Operating Expenditures	\$210.33	
			Total For Fund Number: 0100					\$553.50
			Total Amount of Payment:					\$553.50
12704516	3537	MID VALLEY DISPOSAL	PO - 25176	0100-0000-0-1110-8200-550050-525-00-0000	Unrestricted Resources	Garbage	\$617.72	
			Total For Fund Number: 0100					\$617.72
			Total Amount of Payment:					\$617.72
12704517	1105	MORGAN & SLATES	PO - 25156	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$191.72	
			Total For Fund Number: 0100					\$191.72
			Total Amount of Payment:					\$191.72
12704518	207	NICK CHAMPI ENTERPRISES	PV - 25985	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$424.71	
			PV - 25987	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$26.07	
			PO - 25600	0100-8150-0-0000-8100-430014-525-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$31.43	
			PO - 25600	0100-8150-0-0000-8100-430014-424-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$26.07	
			PO - 25600	0100-8150-0-0000-8100-430014-525-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$26.08	
			PO - 25600	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$4.27	
			PO - 25600	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$10.73	
			PO - 25600	0100-8150-0-0000-8100-430014-323-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$26.07	
			PO - 25600	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$402.13	
			Total For Fund Number: 0100					\$977.56
Total Amount of Payment:					\$977.56			
12704519	916	STRATFORD PUBLIC UTILITY	PO - 25181	0100-0000-0-1110-8200-550030-525-00-0000	Unrestricted Resources	Water/Sewer	\$946.68	
			PO - 25181	0100-0000-0-1110-8200-550030-525-00-0000	Unrestricted Resources	Water/Sewer	\$1,119.71	
			PO - 25181	0100-0000-0-1110-8200-550030-525-00-0000	Unrestricted Resources	Water/Sewer	\$1,775.61	
			Total For Fund Number: 0100					\$3,842.00
Total Amount of Payment:					\$3,842.00			
12704520	1607	SWEETWATER SOUND INC	PO - 25142	0100-0000-0-1110-1000-430001-931-00-0000	Unrestricted Resources	Instructional Materials/Classroom	\$113.13	
			PO - 25142	0100-0000-0-1110-1000-430001-926-00-0000	Unrestricted Resources	Instructional Materials/Classroom	\$139.69	
			PO - 25142	0100-0000-0-1110-1000-430001-929-00-0000	Unrestricted Resources	Instructional Materials/Classroom	\$195.90	
			PO - 25142	0100-0000-0-1110-1000-430001-920-00-0000	Unrestricted Resources	Instructional Materials/Classroom	\$300.00	
			PO - 25142	0100-1100-0-1110-1000-430000-222-00-0000	State Lottery	Materials and Supplies	\$15.76	
Total For Fund Number: 0100					\$764.48			
Total Amount of Payment:					\$764.48			
12704521	1013	WEST VALLEY SUPPLY	PV - 25988	0100-8150-0-0000-8100-430014-525-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$47.88	
			Total For Fund Number: 0100					\$47.88

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY - GO - FN - OB - SI - L1 - L2	Resource	Object	Amount
Total Amount of Payment:							\$47.88

SCHOOL DISTRICT Payment Order

District Name: **Central Union Elementary School District**

As per the Authorized Signature Permit, the following payments are authorized as listed on the payment register.

	Warrants	15	\$17,280.54
	Credit Card Payments	0	
Grand Total for Payments Dated:	01/06/2023		\$17,280.54

☐

Authorized Officer/Employee

Or

☐

Board Members *



* If this option is chosen, must have a majority of board members authorization (EC 42632)

Date _____

KCOE Examination and Approval

By _____

Date _____

This order must be returned to KCOE prior to distribution of payments.

**Warrant Register For Warrants
Dated 01/13/2023**

1/13/2023 7:50:19AM

Warrant Number	Vendor Number	Vendor Name	Amount
12704907	51	APPLE COMPUTER INC	\$15,007.49
12704908	63	AT&T	\$46.04
12704909	4426	BIMBO BAKERIES USA INC	\$419.83
12704910	173	CALIF. SCHOOL NURSES ORG.	\$545.00
12704911	4808	COAST TROPICAL	\$4,300.10
12704912	4861	STACEY CORBIERE	\$14.00
12704913	3342	ENFINITY	\$4,867.04
12704914	1670	FIRST CLASS PEST CONTROL	\$316.00
12704915	401	GOLD STAR FOODS INC.	\$284.05
12704916	4358	HOME DEPOT PRO	\$282.75
12704917	542	KINGS CO OFFICE OF EDUCATION	\$12,898.28
12704918	2722	KINGS CO SHERIFF DEPARTMENT	\$14,168.33
12704919	552	KINGS WASTE & RECYCLING AUTHRTY	\$194.60
12704920	575	LEMOORE HARDWARE	\$184.79
12704921	578	LEMOORE UNION HIGH SCHOOL	\$867.81
12704922	4720	LINDE GAS & EQUIPMENT INC	\$92.90
12704923	2271	MARICELA LOPEZ	\$113.81
12704924	2886	LOWE'S	\$358.61
12704925	565	CHRISTINA LUIS	\$38.81
12704926	4860	MARIA E. MARTIN	\$11.63
12704927	2921	PEARSON	\$112.61
12704928	4236	PERFORMANCE AIR	\$470.00
12704929	746	PITNEY BOWES	\$142.42
12704930	761	PRODUCERS DAIRY	\$5,654.14
12704931	4395	RAPTOR TECHNOLOGIES	\$235.95
12704932	766	STANDARD LIFE INSURANCE	\$1,575.77
12704933	4469	NICKOLAS STARNE	\$16.06
12704934	935	TERMINIX INTL	\$375.00
12704935	949	MARK TOMPKINS	\$142.50
12704936	4760	DAVID TOSTE	\$102.63
12704937	3450	VINCENT COMMUNICATIONS INC	\$2,855.98

Total Amount of All Warrants:**\$66,694.93**

Commercial Payment Register

For Payments Dated: 01/13/2023

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY - GO - FN - OB - SI - L1 - L2	Resource	Object	Amount
12704907	51	APPLE COMPUTER INC	PO - 25551	0100-0050-0-0000-7700-430000-121-00-0000	Classroom Standards	Materials and Supplies	\$15,007.49
Total For Fund Number: 0100							\$15,007.49
Total Amount of Payment:							\$15,007.49
12704908	63	AT&T	PO - 25170	0100-0000-0-1110-8200-590010-424-00-0000	Unrestricted Resources	Communications - Telephone	\$46.04
Total For Fund Number: 0100							\$46.04
Total Amount of Payment:							\$46.04
12704909	4426	BIMBO BAKERIES USA INC	PV - 26007	1300-5310-0-0000-3700-470001-000-00-0000	Child Nutrition - School Programs	Food - Lunch Program	\$79.42
			PV - 25995	1300-5310-0-0000-3700-470001-000-00-0000	Child Nutrition - School Programs	Food - Lunch Program	\$157.91
			PV - 25996	1300-5310-0-0000-3700-470001-000-00-0000	Child Nutrition - School Programs	Food - Lunch Program	\$182.50
Total For Fund Number: 1300							\$419.83
Total Amount of Payment:							\$419.83
12704910	173	CALIF. SCHOOL NURSES ORC	PO - 25638	0100-0000-0-1110-3140-580022-121-00-0000	Unrestricted Resources	Professional Development	\$545.00
Total For Fund Number: 0100							\$545.00
Total Amount of Payment:							\$545.00
12704911	4808	COAST TROPICAL	PV - 25998	1300-5310-0-0000-3700-470002-000-00-0000	Child Nutrition - School Programs	Food - Breakfast Program	\$367.50
			PV - 25997	1300-5310-0-0000-3700-470002-000-00-0000	Child Nutrition - School Programs	Food - Breakfast Program	\$759.60
			PO - 25235	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$874.95
			PO - 25235	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$970.50
			PO - 25235	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$454.75
			PO - 25235	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$469.50
			PO - 25235	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$403.30
Total For Fund Number: 1300							\$4,300.10
Total Amount of Payment:							\$4,300.10
12704912	4861	CORBIERE, STACEY	PV - 26012	0100-0000-0-0000-0000-952500-000-00-0000	Unrestricted Resources	Payroll Liability Holding	\$14.00
Total For Fund Number: 0100							\$14.00
Total Amount of Payment:							\$14.00
12704913	3342	ENFINITY	PO - 25184	0100-0000-0-1110-8200-550020-323-00-0000	Unrestricted Resources	Electricity	\$2,352.29
			PO - 25184	0100-0000-0-1110-8200-550020-525-00-0000	Unrestricted Resources	Electricity	\$2,514.75
Total For Fund Number: 0100							\$4,867.04
Total Amount of Payment:							\$4,867.04
12704914	1670	FIRST CLASS PEST CONTROL	PO - 25185	0100-0000-0-1110-8200-550070-525-00-0000	Unrestricted Resources	Pest Control	\$50.00
			PO - 25185	0100-0000-0-1110-8200-550070-424-00-0000	Unrestricted Resources	Pest Control	\$50.00
			PO - 25185	0100-0000-0-1110-8200-550070-222-00-0000	Unrestricted Resources	Pest Control	\$52.00
			PO - 25185	0100-0000-0-1110-8200-550070-525-00-0000	Unrestricted Resources	Pest Control	\$52.00
			PO - 25185	0100-0000-0-1110-8200-550070-323-00-0000	Unrestricted Resources	Pest Control	\$52.00
			PO - 25185	0100-0000-0-0000-8200-550070-121-00-0000	Unrestricted Resources	Pest Control	\$60.00

Commercial Payment Register

For Payments Dated: 01/13/2023

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - L1 - L2	Resource	Object	Amount
						Total For Fund Number: 0100	\$316.00
						Total Amount of Payment:	\$316.00
12704915	401	GOLD STAR FOODS INC.	PO - 25230	1300-5310-0-0000-3700-470001-000-00-0000	Child Nutrition - School Programs	Food - Lunch Program	\$284.05
						Total For Fund Number: 1300	\$284.05
						Total Amount of Payment:	\$284.05
12704916	4358	HOME DEPOT PRO	PO - 25095	0100-8150-0-0000-8100-430014-525-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$282.75
						Total For Fund Number: 0100	\$282.75
						Total Amount of Payment:	\$282.75
12704917	542	KINGS CO OFFICE OF EDUCATION	PV - 25994	0100-0000-0-0000-7700-580004-121-00-0000	Unrestricted Resources	Contract w/County Schools	\$12,800.03
						Total For Fund Number: 0100	\$12,800.03
12704917	542	KINGS CO OFFICE OF EDUCATION	PO - 25644	1300-5310-0-0000-3700-580040-000-00-0000	Child Nutrition - School Programs	Prof. Serv. & Oper. Exp. - Advertising	\$98.25
						Total For Fund Number: 1300	\$98.25
						Total Amount of Payment:	\$12,898.28
12704918	2722	KINGS CO SHERIFF DEPARTMENT	PV - 25999	0100-0000-0-1110-3130-580090-121-31-0203	Unrestricted Resources	Prof. Serv. & Oper - Safety	\$14,168.33
						Total For Fund Number: 0100	\$14,168.33
						Total Amount of Payment:	\$14,168.33
12704919	552	KINGS WASTE & RECYCLING	PV - 26013	0100-8150-0-0000-8100-580000-525-00-0000	Ongoing & Major Maint. Acct.	Other Services and Operating Expenditures	\$194.60
						Total For Fund Number: 0100	\$194.60
						Total Amount of Payment:	\$194.60
12704920	575	LEMOORE HARDWARE	PO - 25103	0100-8150-0-0000-8100-430014-424-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$26.98
			PO - 25103	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$6.37
			PO - 25103	0100-8150-0-0000-8100-430014-323-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$15.00
			PV - 26011	0100-8150-0-0000-8100-430014-121-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$65.70
			PO - 25103	0100-8150-0-0000-8100-430014-424-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$70.74
						Total For Fund Number: 0100	\$184.79
						Total Amount of Payment:	\$184.79
12704921	578	LEMOORE UNION HIGH SCHOOL	PV - 26014	0100-0000-0-1110-1000-580007-222-00-0000	Unrestricted Resources	Transportation/not School	\$867.81
						Total For Fund Number: 0100	\$867.81
						Total Amount of Payment:	\$867.81
12704922	4720	LINDE GAS & EQUIPMENT INC.	PO - 25104	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$18.58
			PO - 25104	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$18.58
			PO - 25104	0100-8150-0-0000-8100-430014-323-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$18.58
			PO - 25104	0100-8150-0-0000-8100-430014-525-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$18.58
			PO - 25104	0100-8150-0-0000-8100-430014-424-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$18.58
						Total For Fund Number: 0100	\$92.90

Commercial Payment Register

For Payments Dated: 01/13/2023

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - LI - L2	Resource	Object	Amount
						Total Amount of Payment:	\$92.90
12704923	2271	LOPEZ, MARICELA	PV - 26008	0100-0000-0-0000-0000-952500-000-00-0000	Unrestricted Resources	Payroll Liability Holding	\$113.81
						Total For Fund Number: 0100	\$113.81
						Total Amount of Payment:	\$113.81
12704924	2886	LOWE'S	CM - 25087	0100-8150-0-0000-8100-430014-424-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	-\$91.67
			PO - 25105	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$3.75
			PO - 25105	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$17.27
			PO - 25105	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$23.39
			PV - 26000	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$146.28
			PV - 26001	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$20.29
			PV - 26003	0100-8150-0-0000-8100-430014-323-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$12.18
			PV - 26002	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$123.25
			PV - 26004	0100-8150-0-0000-8100-430014-323-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$103.87
						Total For Fund Number: 0100	\$358.61
						Total Amount of Payment:	\$358.61
12704925	565	LUIS, CHRISTINA	PV - 25991	0100-0050-0-0000-7700-520003-121-00-0000	Classroom Standards	Mileage-Other	\$38.81
						Total For Fund Number: 0100	\$38.81
						Total Amount of Payment:	\$38.81
12704926	4860	MARTIN, MARIA E.	PV - 26009	0100-0000-0-0000-0000-952500-000-00-0000	Unrestricted Resources	Payroll Liability Holding	\$11.63
						Total For Fund Number: 0100	\$11.63
						Total Amount of Payment:	\$11.63
12704927	2921	PEARSON	PO - 25238	0100-6500-0-5760-1110-430000-000-00-0000	Special Education	Materials and Supplies	\$112.61
						Total For Fund Number: 0100	\$112.61
						Total Amount of Payment:	\$112.61
12704928	4236	PERFORMANCE AIR	PO - 25635	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$470.00
						Total For Fund Number: 0100	\$470.00
						Total Amount of Payment:	\$470.00
12704929	746	PITNEY BOWES	PO - 25632	0100-0000-0-0000-7200-430000-121-00-0000	Unrestricted Resources	Materials and Supplies	\$142.42
						Total For Fund Number: 0100	\$142.42
						Total Amount of Payment:	\$142.42
12704930	761	PRODUCERS DAIRY	PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$72.48
			PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$144.00
			PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$306.18
			PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$179.40
			PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$72.72
			PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$324.36

Commercial Payment Register

For Payments Dated: 01/13/2023

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - LI - L2	Resource	Object	Amount	
12704930	761	PRODUCERS DAIRY	PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$504.72	
			PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$522.66	
			PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$540.60	
			PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$718.42	
			PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$361.68	
			PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$325.32	
			PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$395.16	
			PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$395.16	
			PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$395.64	
			PO - 25232	1300-5310-0-0000-3700-470000-000-00-0000	Child Nutrition - School Programs	Food	\$395.64	
Total For Fund Number: 1300							\$5,654.14	
Total Amount of Payment:							\$5,654.14	
12704931	4395	RAPTOR TECHNOLOGIES	PV - 26010	0100-1100-0-1110-1000-430001-323-00-0000	State Lottery	Instructional Materials/Classroom	\$235.95	
			Total For Fund Number: 0100					\$235.95
			Total Amount of Payment:					\$235.95
12704932	766	STANDARD LIFE INSURANCE	PV - 26015	0100-0000-0-0000-0000-951400-000-00-0000	Unrestricted Resources	Health and Welfare	\$1,510.46	
			PV - 26016	0100-0000-0-0000-7100-340100-121-00-0000	Unrestricted Resources	Health & Welfare Benefits, certificated	\$37.32	
Total For Fund Number: 0100							\$1,547.78	
12704932	766	STANDARD LIFE INSURANCE	PV - 26017	1300-0000-0-0000-0000-951400-000-00-0000	Unrestricted Resources	Health and Welfare	\$27.99	
			Total For Fund Number: 1300					\$27.99
			Total Amount of Payment:					\$1,575.77
12704933	4469	STARNE, NICKOLAS	PV - 25992	0100-0050-0-0000-7700-520003-121-00-0000	Classroom Standards	Mileage-Other	\$16.06	
			Total For Fund Number: 0100					\$16.06
			Total Amount of Payment:					\$16.06
12704934	935	TERMINIX INTL	PO - 25182	0100-0000-0-1110-8200-550070-424-00-0000	Unrestricted Resources	Pest Control	\$375.00	
			Total For Fund Number: 0100					\$375.00
			Total Amount of Payment:					\$375.00
12704935	949	TOMPKINS, MARK	PV - 26005	0100-0050-0-0000-7700-520003-121-00-0000	Classroom Standards	Mileage-Other	\$33.75	
			PV - 26006	0100-0050-0-0000-7700-520003-121-00-0000	Classroom Standards	Mileage-Other	\$108.75	
			Total For Fund Number: 0100					\$142.50
Total Amount of Payment:							\$142.50	
12704936	4760	TOSTE, DAVID	PV - 25993	0100-0050-0-0000-7700-520003-121-00-0000	Classroom Standards	Mileage-Other	\$102.63	
			Total For Fund Number: 0100					\$102.63
			Total Amount of Payment:					\$102.63
12704937	3450	VINCENT COMMUNICATIONS	PO - 25386	0100-0097-0-0000-7600-430000-107-00-0000	Safety Credits	Materials and Supplies	\$1,239.81	
			PO - 25386	0100-0097-0-0000-7600-430000-107-00-0000	Safety Credits	Materials and Supplies	\$1,616.17	

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY-GO - FN - OB - SI - LI - L2	Resource	Object	Amount
						Total For Fund Number: 0100	\$2,855.98
						Total Amount of Payment:	\$2,855.98

SCHOOL DISTRICT Payment Order

District Name: **Central Union Elementary School District**

As per the Authorized Signature Permit, the following payments are authorized as listed on the payment register.

Warrants	31	\$66,694.93
Credit Card Payments	0	
Grand Total for Payments Dated:	01/13/2023	\$66,694.93

☐

Authorized Officer/Employee

Or

☐

Board Members *

Amf...

* If this option is chosen, must have a majority of board members authorization (EC 42632)

Date _____

KCOE Examination and Approval

By _____

Date _____

This order must be returned to KCOE prior to distribution of payments.

**Warrant Register For Warrants
Dated 01/18/2023**

1/18/2023 11:28:54AM

Warrant Number	Vendor Number	Vendor Name	Amount
12705382	2413	DENISE ALLVIN-BONO	\$36.00
12705383	4092	AMERICAN BUSINESS MACHINES	\$15.00
12705384	4314	CANON FINANCIAL SERVICES INC	\$8,907.59
12705385	3952	CORE SPACES AND DESIGN	\$99,999.18
12705386	2661	DASSEL'S PETROLEUM	\$1,196.58
12705387	293	DISCOUNT SCHOOL SUPPLY	\$104.77
12705388	4433	JOHN ECKER	\$229.37
12705389	3983	BRITTANY GATELY	\$83.49
12705390	4719	COLLEEN GODDARD	\$32.15
12705391	4358	HOME DEPOT PRO	\$67.37
12705392	4729	JSN BACKFLOW SERVICES	\$670.00
12705393	542	KINGS CO OFFICE OF EDUCATION	\$49.00
12705394	616	ALICIA MARTELLA	\$17.14
12705395	752	POSITIVE PROMOTIONS	\$348.40
12705396	879	SISC III	\$271,441.19
12705397	885	CATHY SNOW	\$331.50
12705398	1593	VERIZON WIRELESS	\$322.98

Total Amount of All Warrants:**\$383,851.71**

Commercial Payment Register

For Payments Dated: 01/18/2023

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - L1 - L2	Resource	Object	Amount
12705382	2413	ALLVIN-BONO, DENISE	PV - 26039	0100-1100-0-1110-1000-430021-222-00-0000	State Lottery	Allowance	\$36.00
						Total For Fund Number: 0100	\$36.00
						Total Amount of Payment:	\$36.00
12705383	4092	AMERICAN BUSINESS MACH	PV - 26037	0100-0000-0-0000-7200-430000-121-00-0000	Unrestricted Resources	Materials and Supplies	\$15.00
						Total For Fund Number: 0100	\$15.00
						Total Amount of Payment:	\$15.00
12705384	4314	CANON FINANCIAL SERVICE	PO - 25171	0100-0000-0-0000-7200-560000-121-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$8,907.59
						Total For Fund Number: 0100	\$8,907.59
						Total Amount of Payment:	\$8,907.59
12705385	3952	CORE SPACES AND DESIGN	PO - 25146	0100-3212-0-0000-8500-620000-525-00-7589	Elementary & Secondary School Emergency Relief II (ESSER II)	Buildings and Improvement of Buildings	\$99,999.18
						Total For Fund Number: 0100	\$99,999.18
						Total Amount of Payment:	\$99,999.18
12705386	2661	DASSEL'S PETROLEUM	PO - 25545	0100-8150-0-0000-8100-430010-120-00-0000	Ongoing & Major Maint. Acct.	Matl & Suppl. -Gasoline/Diesel Fuel	\$1,196.58
						Total For Fund Number: 0100	\$1,196.58
						Total Amount of Payment:	\$1,196.58
12705387	293	DISCOUNT SCHOOL SUPPLY	PO - 25628	0100-7210-0-1110-1000-430000-323-00-0000	American Indian Education	Materials and Supplies	\$104.77
						Total For Fund Number: 0100	\$104.77
						Total Amount of Payment:	\$104.77
12705388	4433	ECKER, JOHN	PV - 26040	0100-1100-0-1156-1000-430001-222-00-0000	State Lottery	Instructional Materials/Classroom	\$229.37
						Total For Fund Number: 0100	\$229.37
						Total Amount of Payment:	\$229.37
12705389	3983	GATELY, BRITTANY	PV - 26028	0100-0000-0-1110-1000-430000-424-00-0000	Unrestricted Resources	Materials and Supplies	\$83.49
						Total For Fund Number: 0100	\$83.49
						Total Amount of Payment:	\$83.49
12705390	4719	GODDARD, COLLEEN	PV - 26029	0100-0000-0-1110-1000-430000-424-00-0000	Unrestricted Resources	Materials and Supplies	\$32.15
						Total For Fund Number: 0100	\$32.15
						Total Amount of Payment:	\$32.15
12705391	4358	HOME DEPOT PRO	PO - 25095	0100-8150-0-0000-8100-430014-525-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$67.37
						Total For Fund Number: 0100	\$67.37
						Total Amount of Payment:	\$67.37
12705392	4729	JSN BACKFLOW SERVICES	PO - 25650	0100-8150-0-0000-8100-580000-525-00-0000	Ongoing & Major Maint. Acct.	Other Services and Operating Expenditures	\$335.00
			PO - 25650	0100-8150-0-0000-8100-580000-323-00-0000	Ongoing & Major Maint. Acct.	Other Services and Operating Expenditures	\$335.00
						Total For Fund Number: 0100	\$670.00
						Total Amount of Payment:	\$670.00

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - LI - L2	Resource	Object	Amount
12705393	542	KINGS CO OFFICE OF EDUCATION	PV - 26030	0100-0000-0-0000-7490-580060-121-00-0000	Unrestricted Resources	Prof. Serv. & Oper. Exp. -Fingerprinting	\$49.00
						Total For Fund Number: 0100	\$49.00
						Total Amount of Payment:	\$49.00
12705394	616	MARTELLA, ALICIA	PV - 26031	0100-0000-0-1110-1000-430000-424-00-0000	Unrestricted Resources	Materials and Supplies	\$17.14
						Total For Fund Number: 0100	\$17.14
						Total Amount of Payment:	\$17.14
12705395	752	POSITIVE PROMOTIONS	PO - 25625	0100-7210-0-1110-1000-430001-323-00-0000	American Indian Education	Instructional Materials/Classroom	\$348.40
						Total For Fund Number: 0100	\$348.40
						Total Amount of Payment:	\$348.40
12705396	879	SISC III	PV - 26032	0100-0000-0-0000-7100-340100-121-00-0000	Unrestricted Resources	Health & Welfare Benefits, certificated	\$6,873.60
			PV - 26034	0100-0000-0-1110-1000-370100-122-00-0000	Unrestricted Resources	Retiree Benefits, certificated	\$36,726.50
			PV - 26033	0100-0000-0-0000-0000-951400-000-00-0000	Unrestricted Resources	Health and Welfare	\$220,047.59
			PV - 26035	0100-0000-0-0000-7490-370200-122-00-0000	Unrestricted Resources	Retiree Benefits, classified	\$3,005.80
						Total For Fund Number: 0100	\$266,653.49
12705396	879	SISC III	PV - 26036	1300-0000-0-0000-0000-951400-000-00-0000	Unrestricted Resources	Health and Welfare	\$4,787.70
						Total For Fund Number: 1300	\$4,787.70
						Total Amount of Payment:	\$271,441.19
12705397	885	SNOW, CATHY	PV - 26041	0100-1100-0-1110-1000-430021-222-00-0000	State Lottery	Allowance	\$331.50
						Total For Fund Number: 0100	\$331.50
						Total Amount of Payment:	\$331.50
12705398	1593	VERIZON WIRELESS	PV - 26038	0100-8150-0-0000-8100-590010-424-00-0000	Ongoing & Major Maint. Acct.	Communications - Telephone	\$0.10
			PO - 25187	0100-8150-0-0000-8100-590010-120-00-0000	Ongoing & Major Maint. Acct.	Communications - Telephone	\$75.23
			PO - 25187	0100-0000-0-0000-7200-590010-121-00-0000	Unrestricted Resources	Communications - Telephone	\$247.65
						Total For Fund Number: 0100	\$322.98
						Total Amount of Payment:	\$322.98

School District Payment Order

District Name: **Central Union Elementary School District**

As per the Authorized Signature Permit, the following payments are authorized as listed on the payment register.

Warrants	17	\$383,851.71
Credit Card Payments	0	
Grand Total for Payments Dated:	01/18/2023	\$383,851.71

☐

Authorized Officer/Employee

Or

☐

Board Members *



* If this option is chosen, must have a majority of board members authorization (EC 42632)

Date _____

KCOE Examination and Approval

By _____

Date _____

This order must be returned to KCOE prior to distribution of payments.

Warrant Register For Warrants
Dated 01/20/2023

1/27/2023 3:23:00PM

Warrant Number	Vendor Number	Vendor Name	Amount
12705471	4767	PANORAMA EDUCATION INC	\$4,500.00
12705472	926	SYSKO FOOD SERVICES OF MODESTO	\$2,634.36
Total Amount of All Warrants:			\$7,134.36



Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - L1 - L2	Resource	Object	Amount
12705471	4767	PANORAMA EDUCATION INC	PO - 25619	0100-3217-0-0000-7410-580022-121-37-0701	ELO Grant: GEER II	Professional Development	\$4,500.00
						Total For Fund Number: 0100	\$4,500.00
						Total Amount of Payment:	\$4,500.00
12705472	926	SYSKO FOOD SERVICES OF N	PV - 26046	1300-5310-0-0000-3700-430000-000-00-0000	Child Nutrition - School Programs	Materials and Supplies	\$32.73
			PO - 25233	1300-5310-0-0000-3700-470002-000-00-0000	Child Nutrition - School Programs	Food - Breakfast Program	\$198.22
			PO - 25233	1300-5310-0-0000-3700-470002-000-00-0000	Child Nutrition - School Programs	Food - Breakfast Program	\$317.28
			PV - 26047	1300-5310-0-0000-3700-470010-000-00-0000	Child Nutrition - School Programs	Other Food Service Supplies	\$42.09
			PV - 26045	1300-5310-0-0000-3700-430000-000-00-0000	Child Nutrition - School Programs	Materials and Supplies	\$319.65
			PV - 26043	1300-5310-0-0000-3700-470001-000-00-0000	Child Nutrition - School Programs	Food - Lunch Program	\$730.47
			PV - 26044	1300-5310-0-0000-3700-470010-000-00-0000	Child Nutrition - School Programs	Other Food Service Supplies	\$1,083.80
			CM - 25088	1300-5310-0-0000-3700-470002-000-00-0000	Child Nutrition - School Programs	Food - Breakfast Program	-\$14.98
			CM - 25090	1300-5310-0-0000-3700-470002-000-00-0000	Child Nutrition - School Programs	Food - Breakfast Program	-\$74.90
						Total For Fund Number: 1300	\$2,634.36
						Total Amount of Payment:	\$2,634.36

SCHOOL DISTRICT Payment Order

District Name: **Central Union Elementary School District**

As per the Authorized Signature Permit, the following payments are authorized as listed on the payment register.

Warrants	2	\$7,134.36
Credit Card Payments	0	

Grand Total for Payments Dated: 01/20/2023 \$7,134.36

☐ Authorized Officer/Employee

Or

☐ Board Members *



* If this option is chosen, must have a majority of board members authorization (EC 42632)

Date _____

KCOE Examination and Approval

By _____

Date _____

This order must be returned to KCOE prior to distribution of payments.

Warrant Register For Warrants
Dated 01/27/2023

1/27/2023 3:23:32PM

Warrant Number	Vendor Number	Vendor Name	Amount
12705915	19	TOM ADDINGTON	\$233.18
12705916	4230	JOEL ALVARADO	\$56.61
12705917	2789	LAURIE ANDERSON	\$414.21
12705918	4568	ARAMARK UNIFORM & CAREER APPAREL GR	\$2,903.08
12705919	65	ATKINSON ANDELSON LOYA & RUDD	\$227.89
12705920	4830	LAUREN BABAUTA	\$43.38
12705921	4114	ALEXANDRA BARSTOW	\$207.81
12705922	4676	LORETTA BLACK	\$846.38
12705923	4833	JAMES BOCHMAN	\$57.51
12705924	3675	ASHLEY BULLIS	\$22.51
12705925	148	BUREAU OF EDUCATION & RESEARCH	\$279.00
12705926	4809	CAMFIL USA INC	\$4,316.33
12705927	1354	CAROLINA BIOLOGICAL SUPPLY	\$98.69
12705928	337	EMPLOYMENT DEVELOPMENT DEPT	\$26,513.20
12705929	4358	HOME DEPOT PRO	\$259.91
12705930	4773	INFINITY POWER SOLUTIONS INC	\$1,250.00
12705931	518	JORGENSEN COMPANY	\$444.69
12705932	526	KAPLAN SCHOOL SUPPLY CORP.	\$45.21
12705933	598	LOZANO SMITH	\$29,019.01
12705934	712	OFFICE DEPOT INC	\$3,326.91
12705935	2201	BEVERLY PARKER	\$71.51
12705936	4236	PERFORMANCE AIR	\$1,200.00
12705937	4723	JORDAN RAE	\$10.98
12705938	4108	JIM RICKARD	\$54.65
12705939	3838	RACHEL ROBERTS	\$49.15
12705940	886	SO. CALIF.GAS CO	\$24,574.31
12705941	4111	KELLI SOWERS	\$910.77
12705942	958	TULARE COUNTY OFFICE OF ED	\$5.62
12705943	3984	UNION BANK (ADDINGTON)	\$41.10
12705944	3986	UNION BANK (FULLERTON)	\$5,925.31
12705945	3985	UNION BANK (SANTAMARIA)	\$1,099.29

Total Amount of All Warrants:**\$104,508.20**

Commercial Payment Register

For Payments Dated: 01/27/2023

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - LI - L2	Resource	Object	Amount
12705915	19	ADDINGTON, TOM	PV - 26055	0100-0000-0-0000-7100-520003-121-00-0000	Unrestricted Resources	Mileage-Other	\$233.18
						Total For Fund Number: 0100	\$233.18
						Total Amount of Payment:	\$233.18
12705916	4230	ALVARADO, JOEL	PV - 26049	0100-0000-0-1110-8200-520003-120-00-0000	Unrestricted Resources	Mileage-Other	\$56.61
						Total For Fund Number: 0100	\$56.61
						Total Amount of Payment:	\$56.61
12705917	2789	ANDERSON, LAURIE	PV - 26054	0100-0000-0-1110-1000-430000-424-00-0000	Unrestricted Resources	Materials and Supplies	\$414.21
						Total For Fund Number: 0100	\$414.21
						Total Amount of Payment:	\$414.21
12705918	4568	ARAMARK UNIFORM & CAR	PO - 25124	0100-0000-0-1110-8200-560000-323-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$11.59
			PO - 25124	0100-0000-0-1110-8200-560000-323-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$11.59
			PO - 25124	0100-0000-0-1110-8200-560000-323-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$11.59
			PO - 25124	0100-0000-0-1110-8200-560000-323-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$11.59
			PO - 25124	0100-0000-0-1110-8200-560000-323-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$7.92
			PO - 25124	0100-0000-0-1110-8200-560000-525-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$19.16
			PO - 25124	0100-0000-0-1110-8200-560000-222-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$49.27
			PO - 25124	0100-0000-0-1110-8200-560000-222-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$49.27
			PO - 25124	0100-0000-0-1110-8200-560000-222-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$32.01
			PO - 25124	0100-0000-0-1110-8200-560000-222-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$32.01
			PO - 25124	0100-0000-0-1110-8200-560000-120-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$38.84
			PO - 25124	0100-0000-0-1110-8200-560000-222-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$63.66
			PO - 25124	0100-0000-0-1110-8200-560000-222-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$63.66
			PO - 25124	0100-0000-0-1110-8200-560000-222-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$63.66
			PO - 25124	0100-0000-0-1110-8200-560000-424-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$62.87
			PO - 25124	0100-0000-0-1110-8200-560000-424-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$62.87
			PO - 25124	0100-0000-0-1110-8200-560000-424-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$63.48

Commercial Payment Register

For Payments Dated: 01/27/2023

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - L1 - L2	Resource	Object	Amount
12705918	4568	ARAMARK UNIFORM & CAR	PO - 25124	0100-0000-0-1110-8200-560000-424-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$63.48
			PO - 25124	0100-0000-0-1110-8200-560000-323-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$52.12
			PO - 25124	0100-0000-0-1110-8200-560000-323-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$52.12
			PO - 25124	0100-0000-0-1110-8200-560000-323-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$52.12
			PO - 25124	0100-0000-0-1110-8200-560000-323-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$52.12
			PO - 25124	0100-0000-0-1110-8200-560000-323-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$52.12
			PO - 25124	0100-0000-0-1110-8200-560000-424-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$52.51
			PO - 25124	0100-0000-0-1110-8200-560000-424-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$52.51
			PO - 25124	0100-0000-0-1110-8200-560000-424-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$63.48
			PO - 25124	0100-0000-0-1110-8200-560000-424-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$63.48
			PO - 25124	0100-0000-0-1110-8200-560000-424-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$63.48
			PO - 25124	0100-0000-0-1110-8200-560000-424-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$62.87
			PO - 25124	0100-0000-0-1110-8200-560000-525-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$76.32
			PO - 25124	0100-0000-0-1110-8200-560000-525-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$92.11
			PO - 25124	0100-0000-0-1110-8200-560000-525-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$92.11
			PO - 25124	0100-0000-0-1110-8200-560000-525-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$92.11
			PO - 25124	0100-0000-0-1110-8200-560000-525-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$76.32
			PO - 25124	0100-0000-0-1110-8200-560000-120-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$31.34
			PO - 25124	0100-0000-0-1110-8200-560000-222-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$32.01
			PO - 25124	0100-0000-0-1110-8200-560000-222-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$32.01
			PO - 25124	0100-0000-0-1110-8200-560000-222-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$32.01
			PO - 25124	0100-0000-0-1110-8200-560000-120-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$22.27
			PO - 25124	0100-0000-0-1110-8200-560000-120-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$22.27

Commercial Payment Register

For Payments Dated: 01/27/2023

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - LI - L2	Resource	Object	Amount
12705918	4568	ARAMARK UNIFORM & CAR	PO - 25124	0100-0000-0-1110-8200-560000-525-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$19.16
			PO - 25124	0100-0000-0-1110-8200-560000-525-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$19.16
			PO - 25124	0100-0000-0-1110-8200-560000-525-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$19.16
			PO - 25124	0100-0000-0-1110-8200-560000-525-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$19.16
			PO - 25124	0100-0000-0-1110-8200-560000-120-00-0000	Unrestricted Resources	Rentals, Leases, Repairs and Noncapitalized Improvements	\$137.11
Total For Fund Number: 0100							\$2,152.08
12705918	4568	ARAMARK UNIFORM & CAR	PV - 26023	1300-5310-0-0000-3700-560000-000-00-0000	Child Nutrition - School Programs	Rentals, Leases, Repairs and Noncapitalized Improvements	\$71.49
			PV - 26025	1300-5310-0-0000-3700-560000-000-00-0000	Child Nutrition - School Programs	Rentals, Leases, Repairs and Noncapitalized Improvements	\$78.71
			PV - 26027	1300-5310-0-0000-3700-560000-000-00-0000	Child Nutrition - School Programs	Rentals, Leases, Repairs and Noncapitalized Improvements	\$78.71
			PV - 26024	1300-5310-0-0000-3700-560000-000-00-0000	Child Nutrition - School Programs	Rentals, Leases, Repairs and Noncapitalized Improvements	\$71.49
			PV - 26026	1300-5310-0-0000-3700-560000-000-00-0000	Child Nutrition - School Programs	Rentals, Leases, Repairs and Noncapitalized Improvements	\$71.49
			PV - 26020	1300-5310-0-0000-3700-560000-000-00-0000	Child Nutrition - School Programs	Rentals, Leases, Repairs and Noncapitalized Improvements	\$71.49
			PV - 26021	1300-5310-0-0000-3700-560000-000-00-0000	Child Nutrition - School Programs	Rentals, Leases, Repairs and Noncapitalized Improvements	\$71.49
			PV - 26018	1300-5310-0-0000-3700-560000-000-00-0000	Child Nutrition - School Programs	Rentals, Leases, Repairs and Noncapitalized Improvements	\$78.71
			PV - 26019	1300-5310-0-0000-3700-560000-000-00-0000	Child Nutrition - School Programs	Rentals, Leases, Repairs and Noncapitalized Improvements	\$78.71
			PV - 26022	1300-5310-0-0000-3700-560000-000-00-0000	Child Nutrition - School Programs	Rentals, Leases, Repairs and Noncapitalized Improvements	\$78.71
Total For Fund Number: 1300							\$751.00
Total Amount of Payment:							\$2,903.08
12705919	65	ATKINSON ANDELSON LOYA	PV - 26053	0100-0000-0-0000-7100-580010-121-00-0000	Unrestricted Resources	Prof. Serv & Oper. Exp.- Legal	\$227.89
Total For Fund Number: 0100							\$227.89
Total Amount of Payment:							\$227.89
12705920	4830	BABAUTA, LAUREN	PV - 26056	0100-1100-0-1110-1000-430021-222-00-0000	State Lottery	Allowance	\$43.38
Total For Fund Number: 0100							\$43.38
Total Amount of Payment:							\$43.38
12705921	4114	BARSTOW, ALEXANDRA	PV - 26050	0100-0199-0-0000-0000-869900-000-00-0000	Outlawed Warrants	All Other Local Revenues	\$207.81
Total For Fund Number: 0100							\$207.81
Total Amount of Payment:							\$207.81
12705922	4676	BLACK, LORETTA	PV - 26051	0100-6500-0-5760-1110-520000-000-00-0000	Special Education	Travel and Conferences	\$846.38

Commercial Payment Register

For Payments Dated: 01/27/2023

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - LI - L2	Resource	Object	Amount
						Total For Fund Number: 0100	\$846.38
						Total Amount of Payment:	\$846.38
12705923	4833	BOCHMAN, JAMES	PV - 26057	0100-0000-0-1110-8200-520003-120-00-0000	Unrestricted Resources	Mileage-Other	\$57.51
						Total For Fund Number: 0100	\$57.51
						Total Amount of Payment:	\$57.51
12705924	3675	BULLIS, ASHLEY	PV - 26058	0100-0000-0-1110-1000-430000-424-00-0000	Unrestricted Resources	Materials and Supplies	\$22.51
						Total For Fund Number: 0100	\$22.51
						Total Amount of Payment:	\$22.51
12705925	148	BUREAU OF EDUCATION & R	PO - 25623	0100-1100-0-1110-1000-520000-323-00-0000	State Lottery	Travel and Conferences	\$279.00
						Total For Fund Number: 0100	\$279.00
						Total Amount of Payment:	\$279.00
12705926	4809	CAMFIL USA INC	PO - 25615	0100-8150-0-0000-8100-430014-121-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$171.66
			PO - 25615	0100-8150-0-0000-8100-430014-525-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$378.32
			PO - 25615	0100-8150-0-0000-8100-430014-323-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$586.24
			PO - 25615	0100-8150-0-0000-8100-430014-424-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$1,035.50
			PO - 25615	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$2,144.61
						Total For Fund Number: 0100	\$4,316.33
						Total Amount of Payment:	\$4,316.33
12705927	1354	CAROLINA BIOLOGICAL SUP	PO - 25347	0100-1100-0-1110-1000-430001-222-00-0000	State Lottery	Instructional Materials/Classroom	\$98.69
						Total For Fund Number: 0100	\$98.69
						Total Amount of Payment:	\$98.69
12705928	337	EMPLOYMENT DEVELOPME	PV - 26074	0100-0000-0-0000-0000-951500-000-00-0000	Unrestricted Resources	State Unemployment Insurance	\$25,812.63
						Total For Fund Number: 0100	\$25,812.63
12705928	337	EMPLOYMENT DEVELOPME	PV - 26075	0100-0000-0-0000-0000-951500-000-00-0000	Unrestricted Resources	State Unemployment Insurance	\$700.57
						Total For Fund Number: 1300	\$700.57
						Total Amount of Payment:	\$26,513.20
12705929	4358	HOME DEPOT PRO	PV - 26059	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$26.26
			PO - 25095	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$9.98
			PO - 25095	0100-8150-0-0000-8100-430014-424-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$111.83
			PO - 25095	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$111.84
						Total For Fund Number: 0100	\$259.91
						Total Amount of Payment:	\$259.91
12705930	4773	INFINITY POWER SOLUTION	PO - 25667	0100-8150-0-0000-8100-560009-222-00-0000	Ongoing & Major Maint. Acct.	Outsider Services	\$1,250.00
						Total For Fund Number: 0100	\$1,250.00
						Total Amount of Payment:	\$1,250.00
12705931	518	JORGENSEN COMPANY	PO - 25098	0100-8150-0-0000-8100-580000-323-00-0000	Ongoing & Major Maint. Acct.	Other Services and Operating Expenditures	\$231.46

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY-GO - FN - OB - SI - LI - L2	Resource	Object	Amount
12705931	518	JORGENSEN COMPANY	PV - 26052	0100-8150-0-0000-8100-580000-525-00-0000	Ongoing & Major Maint. Acct.	Other Services and Operating Expenditures	\$213.23
						Total For Fund Number: 0100	\$444.69
						Total Amount of Payment:	\$444.69
12705932	526	KAPLAN SCHOOL SUPPLY CO	PO - 25626	0100-7210-0-1110-1000-430001-323-00-0000	American Indian Education	Instructional Materials/Classroom	\$45.21
						Total For Fund Number: 0100	\$45.21
						Total Amount of Payment:	\$45.21
12705933	598	LOZANO SMITH	PO - 25116	0100-0000-0-0000-7100-580010-121-00-0000	Unrestricted Resources	Prof. Serv & Oper. Exp.- Legal	\$29,019.01
						Total For Fund Number: 0100	\$29,019.01
						Total Amount of Payment:	\$29,019.01
12705934	712	OFFICE DEPOT INC	PO - 25518	0100-0000-0-1110-1000-430000-424-00-0000	Unrestricted Resources	Materials and Supplies	\$3.15
			PO - 25516	0100-0000-0-1110-1000-430000-424-00-0000	Unrestricted Resources	Materials and Supplies	\$4.96
			PO - 25518	0100-0000-0-1110-1000-430000-424-00-0000	Unrestricted Resources	Materials and Supplies	\$25.21
			PO - 25598	0100-1100-0-1135-1000-580007-222-00-0000	State Lottery	Transportation/not School	\$649.68
			PO - 25605	0100-1100-0-1110-1000-430001-222-00-0000	State Lottery	Instructional Materials/Classroom	\$669.09
			PO - 25591	0100-1100-0-1110-1000-430001-222-00-0000	State Lottery	Instructional Materials/Classroom	\$1,844.27
			PO - 25605	0100-1100-0-1110-1000-430001-222-00-0000	State Lottery	Instructional Materials/Classroom	\$21.44
			CM - 25092	0100-1100-0-1110-1000-430001-222-00-0000	State Lottery	Instructional Materials/Classroom	-\$111.49
			CM - 25091	0100-1100-0-1110-1000-430001-222-00-0000	State Lottery	Instructional Materials/Classroom	-\$343.33
			PO - 25577	0100-4511-0-1110-1000-430001-323-00-0000	Johnson-O-Malley - Indian Education	Instructional Materials/Classroom	\$103.37
			PO - 25574	0100-7210-0-1110-1000-430001-323-00-0000	American Indian Education	Instructional Materials/Classroom	\$147.67
			PO - 25574	0100-7210-0-1110-1000-430001-323-00-0000	American Indian Education	Instructional Materials/Classroom	\$312.89
						Total For Fund Number: 0100	\$3,326.91
						Total Amount of Payment:	\$3,326.91
12705935	2201	PARKER, BEVERLY	PV - 26060	0100-1100-0-1110-1000-430021-424-00-0000	State Lottery	Allowance	\$71.51
						Total For Fund Number: 0100	\$71.51
						Total Amount of Payment:	\$71.51
12705936	4236	PERFORMANCE AIR	PO - 25655	0100-8150-0-0000-8100-560009-424-00-0000	Ongoing & Major Maint. Acct.	Outsider Services	\$925.00
			PO - 25668	0100-8150-0-0000-8100-560009-424-00-0000	Ongoing & Major Maint. Acct.	Outsider Services	\$275.00
						Total For Fund Number: 0100	\$1,200.00
						Total Amount of Payment:	\$1,200.00
12705937	4723	RAEL, JORDAN	PV - 26061	0100-1100-0-1110-1000-430000-323-00-0000	State Lottery	Materials and Supplies	\$10.98
						Total For Fund Number: 0100	\$10.98
						Total Amount of Payment:	\$10.98
12705938	4108	RICKARD, JIM	PV - 26042	0100-1100-0-1110-1000-430021-424-00-0000	State Lottery	Allowance	\$54.65
						Total For Fund Number: 0100	\$54.65

Commercial Payment Register

For Payments Dated: 01/27/2023

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - LI - L2	Resource	Object	Amount
						Total Amount of Payment:	\$54.65
12705939	3838	ROBERTS, RACHEL	PV - 26062	0100-1100-0-1110-1000-430021-525-00-0000	State Lottery	Allowance	\$49.15
						Total For Fund Number: 0100	\$49.15
						Total Amount of Payment:	\$49.15
12705940	886	SO. CALIF.GAS CO	PO - 25180	0100-0000-0-1110-8200-550010-323-00-0000	Unrestricted Resources	Gas	\$223.34
			PO - 25180	0100-0000-0-1110-8200-550010-323-00-0000	Unrestricted Resources	Gas	\$389.49
			PO - 25180	0100-0000-0-1110-8200-550010-525-00-0000	Unrestricted Resources	Gas	\$849.45
			PO - 25180	0100-0000-0-1110-8200-550010-323-00-0000	Unrestricted Resources	Gas	\$2,543.65
			PO - 25180	0100-0000-0-1110-8200-550010-525-00-0000	Unrestricted Resources	Gas	\$4,277.99
			PO - 25180	0100-0000-0-1110-8200-550010-424-00-0000	Unrestricted Resources	Gas	\$5,604.94
			PO - 25180	0100-0000-0-1110-8200-550010-222-00-0000	Unrestricted Resources	Gas	\$10,685.45
						Total For Fund Number: 0100	\$24,574.31
						Total Amount of Payment:	\$24,574.31
12705941	4111	SOWERS, KELLI	PV - 26048	0100-6500-0-5760-1110-520000-000-00-0000	Special Education	Travel and Conferences	\$910.77
						Total For Fund Number: 0100	\$910.77
						Total Amount of Payment:	\$910.77
12705942	958	TULARE COUNTY OFFICE OF	PO - 25521	0100-0000-0-1110-1000-430000-424-00-0000	Unrestricted Resources	Materials and Supplies	\$5.62
						Total For Fund Number: 0100	\$5.62
						Total Amount of Payment:	\$5.62
12705943	3984	UNION BANK (ADDINGTON)	PV - 26064	0100-0000-0-0000-7100-430000-121-00-0000	Unrestricted Resources	Materials and Supplies	\$41.10
						Total For Fund Number: 0100	\$41.10
						Total Amount of Payment:	\$41.10
12705944	3986	UNION BANK (FULLERTON)	PO - 25631	0100-0000-0-0000-7200-430000-121-00-0000	Unrestricted Resources	Materials and Supplies	\$7.40
			PO - 25631	0100-0000-0-0000-7200-430000-121-00-0000	Unrestricted Resources	Materials and Supplies	\$19.84
			PO - 25639	0100-0000-0-1110-1000-430000-531-00-0000	Unrestricted Resources	Materials and Supplies	\$90.99
			PO - 25634	0100-0000-0-1110-8200-430012-120-00-0000	Unrestricted Resources	Custodian Supplies	\$268.11
			PO - 25637	0100-0000-0-1110-8200-430012-120-00-0000	Unrestricted Resources	Custodian Supplies	\$1,490.76
			PV - 26066	0100-0000-0-0000-7100-430000-121-00-0000	Unrestricted Resources	Materials and Supplies	\$7.51
			PV - 26073	0100-0000-0-0000-7100-430000-121-00-0000	Unrestricted Resources	Materials and Supplies	\$31.75
			PV - 26065	0100-0000-0-0000-7100-430000-121-00-0000	Unrestricted Resources	Materials and Supplies	\$83.68
			PV - 26069	0100-0000-0-0000-7100-520000-121-00-0000	Unrestricted Resources	Travel and Conferences	\$195.00
			PV - 26070	0100-0000-0-1110-2700-430006-222-00-0000	Unrestricted Resources	Other Supplies	\$199.00
			PV - 26067	0100-0000-0-0000-7100-430000-121-00-0000	Unrestricted Resources	Materials and Supplies	\$514.80
			PV - 26068	0100-0000-0-0000-7100-430000-121-00-0000	Unrestricted Resources	Materials and Supplies	\$64.95
			PO - 25641	0100-0038-0-1110-1000-430000-525-00-0000	Donations	Materials and Supplies	\$248.74
			PO - 25641	0100-0038-0-1110-1000-430000-525-00-0000	Donations	Materials and Supplies	\$124.36

Commercial Payment Register

For Payments Dated: 01/27/2023

Document No	Vendor No	Vendor Name	Reference No	FD - RE - PY- GO - FN - OB - SI - LI - L2	Resource	Object	Amount
			PO - 25640	0100-0038-0-1110-1000-430000-525-00-0000	Donations	Materials and Supplies	\$1,102.30
			PO - 25566	0100-1100-0-1110-2700-430000-525-00-0000	State Lottery	Materials and Supplies	\$819.06
			PO - 25630	0100-7210-0-1110-1000-430001-323-00-0000	American Indian Education	Instructional Materials/Classroom	\$374.08
			PO - 25629	0100-7210-0-1110-1000-430001-323-00-0000	American Indian Education	Instructional Materials/Classroom	\$128.64
			PO - 25630	0100-7210-0-1110-1000-430001-323-00-0000	American Indian Education	Instructional Materials/Classroom	\$24.61
			PO - 25630	0100-7210-0-1110-1000-430001-323-00-0000	American Indian Education	Instructional Materials/Classroom	\$26.79
			PO - 25629	0100-7210-0-1110-1000-430001-323-00-0000	American Indian Education	Instructional Materials/Classroom	\$28.95
					Total For Fund Number: 0100		\$5,851.32
12705944	3986	UNION BANK (FULLERTON)	PV - 26072	1300-5310-0-0000-3700-430000-000-00-0000	Child Nutrition - School Programs	Materials and Supplies	\$58.99
			PV - 26071	1300-5310-0-0000-3700-430000-000-00-0000	Child Nutrition - School Programs	Materials and Supplies	\$15.00
					Total For Fund Number: 1300		\$73.99
					Total Amount of Payment:		\$5,925.31
12705945	3985	UNION BANK (SANTAMARIA)	PV - 26063	0100-0000-0-0000-7100-520000-121-00-0000	Unrestricted Resources	Travel and Conferences	\$700.00
			PO - 25611	0100-8150-0-0000-8100-430014-120-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$85.78
			PO - 25611	0100-8150-0-0000-8100-430014-222-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$7.40
			PO - 25649	0100-8150-0-0000-8100-430014-525-00-0000	Ongoing & Major Maint. Acct.	Maintenance Supplies	\$306.11
					Total For Fund Number: 0100		\$1,099.29
					Total Amount of Payment:		\$1,099.29

School District Payment Order

District Name: **Central Union Elementary School District**

As per the Authorized Signature Permit, the following payments are authorized as listed on the payment register.

	Warrants	31	\$104,508.20
	Credit Card Payments	0	
Grand Total for Payments Dated:	01/27/2023		\$104,508.20


☐

Authorized Officer/Employee

Or

☐

Board Members *



* If this option is chosen, must have a majority of board members authorization (EC 42632)

Date _____

KCOE Examination and Approval

By _____

Date _____

This order must be returned to KCOE prior to distribution of payments.

Fiscal Position Report
January 2023

Fund: 1300 Cafeteria Fund

		January Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$263,547.44	\$263,547.44		
REVENUES						
2) Federal Revenues	8100-8299	\$192,454.72	\$273,615.26	\$765,000.00	35.77	64.23
3) Other State Revenues	8300-8599	\$0.00	\$234,726.12	\$100,000.00	234.73	(134.73)
4) Other Local Revenues	8600-8799	(\$256.47)	\$2,563.14	\$20,630.36	12.42	87.58
5) Total, Revenues		\$192,198.25	\$510,904.52	\$885,630.36	57.69	42.31
EXPENDITURES						
2) Classified Salaries	2000-2999	\$40,648.14	\$247,975.91	\$476,401.86	52.05	47.95
3) Employee Benefits	3000-3999	\$20,078.43	\$125,751.91	\$228,134.20	55.12	44.88
4) Books and Supplies	4000-4999	\$13,366.47	\$308,693.56	\$434,735.67	71.01	28.99
5) Services, Oth Oper Exp	5000-5999	\$849.25	\$14,689.41	\$23,900.00	61.46	38.54
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$0.00	0.00	100.00
9) Total Expenditures		\$74,942.29	\$697,110.79	\$1,163,171.73	59.93	40.07
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$222,585.29	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	\$222,585.29	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$117,255.96	(\$186,206.27)	(\$54,956.08)		
ENDING FUND BALANCE			\$77,341.17	\$208,591.36		

Fiscal Position Report

January 2023
Unrestricted

Fund: 0100 General Fund

		January Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$17,645,250.01	\$17,645,250.01		
REVENUES						
1) LCFF Sources	8010-8099	\$1,298,439.00	\$10,656,193.57	\$19,362,076.42	55.04	44.96
2) Federal Revenues	8100-8299	\$0.00	\$5,062,745.07	\$8,481,495.07	59.69	40.31
3) Other State Revenues	8300-8599	\$0.00	\$369,245.40	\$1,253,188.00	29.46	70.54
4) Other Local Revenues	8600-8799	\$100,291.59	\$183,177.70	\$149,394.78	122.61	(22.61)
5) Total, Revenues		\$1,398,730.59	\$16,271,361.74	\$29,246,154.27	55.64	44.36
EXPENDITURES						
1) Certificated Salaries	1000-1999	\$1,076,934.71	\$6,680,548.58	\$12,889,209.01	51.83	48.17
2) Classified Salaries	2000-2999	\$339,739.00	\$2,208,816.79	\$3,936,620.42	56.11	43.89
3) Employee Benefits	3000-3999	\$563,730.78	\$3,830,863.57	\$7,178,139.16	53.37	46.63
4) Books and Supplies	4000-4999	\$28,910.18	\$337,152.81	\$915,155.95	36.84	63.16
5) Services, Oth Oper Exp	5000-5999	\$138,792.06	\$1,157,549.00	\$2,330,607.41	49.67	50.33
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$954,671.00	0.00	100.00
7) Other Outgo(excl. 7300`s)	7100-7499	\$4,911.00	\$30,011.00	\$78,485.00	38.24	61.76
9) Total Expenditures		\$2,153,017.73	\$14,244,941.75	\$28,282,887.95	50.37	49.63
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$25,265.16	\$176,856.16	\$303,182.00	58.33	41.67
B) Transfers Out	7610-7629	\$22,707.51	\$158,952.87	\$495,076.01	32.11	67.89
3) Contributions	8980-8999	\$0.00	\$0.00	(\$2,178,482.68)	0.00	100.00
4) Total, Other Financing Sources/Uses		\$2,557.65	\$17,903.29	(\$2,370,376.69)	(24.33)	124.33
NET INCREASE (DECREASE) IN FUND BALANCE		(\$751,729.49)	\$2,044,323.28	(\$1,407,110.37)		
ENDING FUND BALANCE			\$19,689,573.29	\$16,238,139.64		

Fiscal Position Report

January 2023
Restricted

Fund: 0100 General Fund

		January Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$2,317,562.97	\$2,317,562.97		
REVENUES						
2) Federal Revenues	8100-8299	(\$102,112.24)	\$745,774.45	\$3,561,748.56	20.94	79.06
3) Other State Revenues	8300-8599	\$116,561.77	\$4,306,728.78	\$5,077,668.34	84.82	15.18
4) Other Local Revenues	8600-8799	\$69,348.00	\$424,811.77	\$765,063.00	55.53	44.47
5) Total, Revenues		\$83,797.53	\$5,477,315.00	\$9,404,479.90	58.24	41.76
EXPENDITURES						
1) Certificated Salaries	1000-1999	\$103,319.17	\$897,125.01	\$1,362,999.22	65.82	34.18
2) Classified Salaries	2000-2999	\$39,898.37	\$444,361.98	\$617,916.11	71.91	28.09
3) Employee Benefits	3000-3999	\$53,529.01	\$1,827,009.21	\$2,198,598.11	83.10	16.90
4) Books and Supplies	4000-4999	(\$45,022.73)	\$324,527.74	\$792,512.57	40.95	59.05
5) Services, Oth Oper Exp	5000-5999	\$14,405.65	\$344,512.96	\$1,362,557.55	25.28	74.72
6) Capital Outlay	6000-6999	\$100,610.23	\$170,234.21	\$377,553.61	45.09	54.91
7) Other Outgo(excl. 7300`s)	7100-7499	\$0.00	\$0.00	\$232,792.00	0.00	100.00
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$0.00	0.00	100.00
9) Total Expenditures		\$266,739.70	\$4,007,771.11	\$6,944,929.17	57.71	42.29
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$0.00	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$2,178,482.68	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	\$2,178,482.68	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		(\$182,942.17)	\$1,469,543.89	\$4,638,033.41		
ENDING FUND BALANCE			\$3,787,106.86	\$6,955,596.38		

Fiscal Position Report

January 2023

Fund: 0100 General Fund

		January Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$19,962,812.98	\$19,962,812.98		
REVENUES						
1) LCFF Sources	8010-8099	\$1,298,439.00	\$10,656,193.57	\$19,362,076.42	55.04	44.96
2) Federal Revenues	8100-8299	(\$102,112.24)	\$5,808,519.52	\$12,043,243.63	48.23	51.77
3) Other State Revenues	8300-8599	\$116,561.77	\$4,675,974.18	\$6,330,856.34	73.86	26.14
4) Other Local Revenues	8600-8799	\$169,639.59	\$607,989.47	\$914,457.78	66.49	33.51
5) Total, Revenues		\$1,482,528.12	\$21,748,676.74	\$38,650,634.17	56.27	43.73
EXPENDITURES						
1) Certificated Salaries	1000-1999	\$1,180,253.88	\$7,577,673.59	\$14,252,208.23	53.17	46.83
2) Classified Salaries	2000-2999	\$379,637.37	\$2,653,178.77	\$4,554,536.53	58.25	41.75
3) Employee Benefits	3000-3999	\$617,259.79	\$5,657,872.78	\$9,376,737.27	60.34	39.66
4) Books and Supplies	4000-4999	(\$16,112.55)	\$661,680.55	\$1,707,668.52	38.75	61.25
5) Services, Oth Oper Exp	5000-5999	\$153,197.71	\$1,502,061.96	\$3,693,164.96	40.67	59.33
6) Capital Outlay	6000-6999	\$100,610.23	\$170,234.21	\$1,332,224.61	12.78	87.22
7) Other Outgo(excl. 7300`s)	7100-7499	\$4,911.00	\$30,011.00	\$311,277.00	9.64	90.36
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$0.00	0.00	100.00
9) Total Expenditures		\$2,419,757.43	\$18,252,712.86	\$35,227,817.12	51.81	48.19
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$25,265.16	\$176,856.16	\$303,182.00	58.33	41.67
B) Transfers Out	7610-7629	\$22,707.51	\$158,952.87	\$495,076.01	32.11	67.89
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$2,557.65	\$17,903.29	(\$191,894.01)	42.07	57.93
NET INCREASE (DECREASE) IN FUND BALANCE		(\$934,671.66)	\$3,513,867.17	\$3,230,923.04		
ENDING FUND BALANCE			\$23,476,680.15	\$23,193,736.02		

**CENTRAL UNION SCHOOL DISTRICT
RESOLUTION #B-02-13-2023**

**BEFORE THE BOARD OF TRUSTEES OF THE
CENTRAL UNION SCHOOL DISTRICT
KINGS COUNTY, CALIFORNIA**

**IN THE MATTER OF APPROVING
THE KINGS COUNTY DIRECTOR OF FINANCE'S STATEMENT OF INVESTMENT
POLICY AND DELEGATING INVESTMENT AUTHORITY TO THE KINGS COUNTY DIRECTOR
OF FINANCE
UNDER CALIFORNIA GOVERNMENT CODE
SECTIONS 53607, 53646 AND 53684**

WHEREAS, under Government Code section 53646, the Kings County Director of Finance ("Treasurer") may render an annual statement of investment policy to the Kings County Board of Supervisors and to the governing board of any local agency which has funds on deposit in the Kings County Treasury; and

WHEREAS, on December 6, 2022 the Kings County Board of Supervisors approved the Director of Finance's Statement of Investment Policy dated January 1, 2023 ("Investment Policy"); and

WHEREAS, the Investment Policy has been submitted to the District Board of Trustees ("District Board") for approval under Government Code section 53646; and

WHEREAS, under Government Code section 53646, the Treasurer may render a quarterly report ("Quarterly Report") to each local agency which has funds on deposit in the County Treasury and for which the Treasurer has made investments; and

WHEREAS, the Central Union Elementary School District ("District") has funds on deposit with the Kings County Director of Finance ("Treasurer"); and

WHEREAS, when keeping, holding, depositing and investing District funds on the District's behalf, the Treasurer acts as the "ex-officio" treasurer of the District; and

WHEREAS, the District Board has authority under Government Code sections 53607 and 53684 to delegate authority to the Treasurer to deposit and invest District funds under the provisions of Government Code sections 53601 and 53635; and

WHEREAS, the District Board now wishes to approve the Director of Finance's Statement of Investment Policy and to delegate investment authority to the Kings County Director of Finance ("Treasurer") for the ensuing twelve-month period.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Pursuant to Government Code section 53646, the District Board hereby approves the Investment Policy.

2. Pursuant to Government Code section 53646, the District Board acknowledges and approves the procedures utilized by the Treasurer in rendering and submitting each Quarterly Report, under the provisions of which the Treasurer shall render each such report. Under the provisions of Government Code section 53607, the Treasurer shall prepare a monthly report and maintain it on file in his/her office for review and inspection by the District Board, staff and designated agents.

3. Pursuant to Government Code sections 53607 and 53684, and subject to the requirements of Government Code sections 53601 and 53635, the District Board hereby delegates to the Kings County Director of Finance ("Treasurer") the discretionary authority to deposit, invest or reinvest the funds of the District in the County Treasury commencing on the date of approval of this resolution and continuing for the ensuing twelve months. Without limiting his discretion in any way, the Treasurer is hereby expressly authorized to invest such District funds in the Treasurer's Pooled Investment Portfolio.

4. The District Board hereby delegates to the Treasurer the discretionary authority to determine which District funds on deposit in the Kings County Treasury are monies which are sinking funds or money not required for immediate use within the meaning of Government Code section 53601 and which monies are excess funds within the meaning of Government Code section 53684.

5. The Treasurer shall assume full responsibility for such deposit and investment transactions until such time as the District Board revokes this delegation of authority or until the date which is twelve months from the date of approval of this resolution, unless renewed on or before that date by the District Board.

The foregoing Resolution was adopted at a regular meeting of the Board of Trustees of the Central Union Elementary School District by the following vote:

	AYE	NO	ABSTAIN	ABSENT
<hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dale Davidson, Trustee Area 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeffrey Gilcrease, Trustee Area 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>				

Vacant, Trustee Area 3

☐☐☐☐

Vacant, Trustee Area 4

☐☐☐☐

Ceil Howe, III, Trustee Area 5

I, Jeffrey Gilcrease, Clerk of the Board of Trustees of the Central Union School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Trustees at its meeting held on February 13, 2023.

Jeffrey Gilcrease, Clerk
Board of Trustees
Central Union School District
Kings County, California



COUNTY OF KINGS DEPARTMENT OF FINANCE

JAMES P. ERB, CPA • DIRECTOR OF FINANCE
1400 W. LACEY BLVD • HANFORD, CA 93230

ACCOUNTING DIVISION
(559) 852-2455 • FAX: (559) 587-9935

TAX COLLECTOR • TREASURER DIVISION
TAX: (559) 852-2479 • TREASURER (559) 852-2477
FAX: (559) 582-1236

DATE: December 7, 2022
TO: Kings County School Districts
FROM: Tammy Phelps, Assistant Director of Finance -Treasury
SUBJECT: 2023 Director of Finance's Investment Policy

I am sending a copy of the 2023 Investment Policy. The Policy was reviewed and approved by the County Treasury Oversight Committee on November 7, 2022 and the Board of Supervisors on December 6, 2022. Also included is a sample district resolution approving the Statement of Investment Policy and delegating investment authority to the Kings County Director of Finance. Annually, your District Board must act on the resolution. For your convenience, the Office of Education is distributing these documents electronically via email. Please return approved resolutions to the Office of Education.

The changes to the 2023 Director of Finance's Statement of Investment Policy are as follows:

There are no changes to the 2023 Director of Finance's Statement of Investment Policy.

If you have any questions, please feel free to call me at 852-2462.

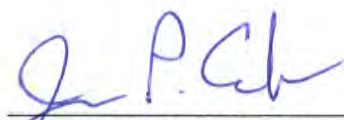
COUNTY OF KINGS

DIRECTOR OF FINANCE'S

STATEMENT OF

INVESTMENT POLICY

JANUARY 1, 2023



James P. Erb, CPA
Director of Finance

Approved by CTOC November 7, 2022
Approved by BOS December 6, 2022

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I. AUTHORITY

Kings County Ordinance No.557, adopted on January 14, 1997 as an urgency ordinance, delegated to the County Director of Finance the authority to continue to invest or reinvest the funds of the County and the funds of other depositors in the County treasury, pursuant to Section 53600 et seq., inclusive of Section 53684, of the California Government Code. The County Director of Finance, as agent of the county, trustee, and fiduciary, assumes full responsibility for the investment program. The Board of Supervisors shall annually review the Director of Finance's performance and may annually renew this delegation of authority for a one-year period pursuant to Government Code 53607. The Board of Supervisors may also revoke the investment authority by County ordinance.

II. POLICY STATEMENT

Annually, the County Director of Finance shall prepare an Investment Policy, pursuant to G.C. 27133 and G.C. 53646, that will be reviewed by the County Treasury Oversight Committee and rendered for approval to the Board of Supervisors and local agencies.

The purpose of this Statement of Investment Policy (Policy) is to establish cash management and investment guidelines for the County Director of Finance, who is responsible for the stewardship of the Kings County Investment Pool. Each transaction and the entire portfolio must comply with California Government Code Section 53601 et seq., Section 53635 et seq., and this policy. All portfolio activities will be judged by the Standard of Prudence and ranking of investment objectives. Those activities which violate its spirit and intent will be deemed to be contrary to the policy.

III. POOLED INVESTMENT FUND OVERSIGHT COMMITTEE

In accordance with California Government Code Section 27130 et seq., the Board of Supervisors, in consultation with the County Director of Finance, has created a County Treasury Oversight Committee (Resolution No. 95-081, December 5, 1995) to allow local agency representatives participation in the policies that guide the investment of depositor funds. The primary responsibilities of the committee include: (a) to review and monitor the County Director of Finance's Statement of Investment Policy, (b) to cause an annual audit to be conducted to determine the County Treasury's compliance, and (c) to establish criteria for depositor withdrawal of funds for the purpose of investing or depositing outside the County Treasury pool. The meeting of the Oversight Committee shall be open to the public and subject to the Ralph M. Brown Act.

A member of the Oversight Committee may not be employed by an entity that has contributed to the campaign for any member of a legislative body of any local agency that has deposited funds into the county treasury, in the previous three years or during the period that the employee is a member of the committee. While serving on the Oversight Committee, a member may not directly or indirectly raise money for any member of a legislative body of any local agency that has deposited funds into the county treasury. Finally, a member may not secure employment with, or be employed by, bond underwriters, bond counsel, security brokerages or dealers, or a financial

services firms, with whom the Director of Finance is doing business during the period that the person is a member of the committee or for one year after leaving the committee.

The Oversight Committee is not allowed to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or impinge on the day-to-day operations of the County treasury and investment operations.

IV. INVESTMENT OBJECTIVES

The Pooled Investment Fund shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for the Pooled Investment Fund are ranked in order of importance.

A. SAFETY OF PRINCIPAL - The preservation of principal is the primary objective. Each transaction shall seek to ensure that capital losses are avoided, whether they are from securities default or erosion of market value. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit risk is mitigated by: (a) limiting investments to the safest types of securities; (b) pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the Treasury will do business; and (c) diversifying the investment portfolio so that potential losses on individual securities will be minimized.

2. Interest Rate Risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk is mitigated by: (a) structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and (b) by investing operating funds primarily in shorter-term securities.

B. LIQUIDITY - As a second objective, the Pooled Investment Fund should remain sufficiently flexible to enable the County Director of Finance to meet all operating requirements which may be reasonably anticipated in any depositor's fund. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). No more than 35% of the portfolio may be invested in securities maturing in three to five years and during peak tax collection no more than 30%. Percent restrictions shall be applicable only for the date of purchase. Any future percent deviations due to cash flow demands reducing the total investment portfolio shall not be considered out of compliance. Furthermore, since all possible cash demands cannot be anticipated, the portfolio shall consist largely of securities with active secondary or resale markets (dynamic liquidity).

C. PUBLIC TRUST - In managing the Pooled Investment Fund, the County Director of Finance and the authorized investment staff should avoid any transactions that might impair public confidence in Kings County and the participating local agencies. Investments should be made with precision and care, considering the probable safety of the capital as well as the probable income to be derived.

D. MAXIMUM RATE OF RETURN - As the fourth objective, the Pooled investment Fund is designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities can be sold prior to maturity for the following reasons: (1) a declining credit security to minimize loss of principal; (2) a security swap to improve the quality, yield, or target duration in the portfolio; (3) the liquidity needs of the portfolio require that the security be sold; (4) a call notification of a make-whole bond which, given unfavorable market conditions, could deteriorate the price of the bond on the redemption date, or (5) to realize a profit. If there is a realized loss of principal, the loss will first be allocated against the interest earned in the current quarter on the sold security. If the security's current interest is not sufficient to cover the loss, then the Director of Finance may allocate the loss against a profit realized from selling a security in the same quarter, and/or the total current and future portfolio interest earnings. In the event of an imminent loss of principal for which the security's interest would not be sufficient to cover the loss, the Director of Finance may withhold from the total current and future portfolio interest earnings to reserve against a future maximum anticipated actual loss.

V. STANDARD OF CARE

A. PRUDENCE - The County Director of Finance, as a trustee and therefore a fiduciary, is subject to the Prudent Investor Standard-which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the county treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the county and other depositors, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the county and the other depositors." The standard of prudence to be used by investment staff shall be the "prudent person" standard, which provides, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, liquidity needs, as well as the probable income to be derived." This standard shall be applied in the context of managing an overall portfolio.

When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds the County Director of Finance shall act with the care, skill, prudence and diligence to meet the aims of the investment objectives listed in order in Section IV., Investment Objectives. Investment staff acting in accordance with written procedures and this Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

B. ETHICS AND CONFLICT OF INTEREST - Treasury staff involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. The investment staff shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. The investment staff shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the treasury.

Pursuant to Government Code Section 27133(d), the County Director of Finance, individual Treasury employees, or any member of the County Treasury Oversight Committee may not accept honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business in an amount exceeding \$50.00.

C. DELEGATION OF AUTHORITY - Authority to manage the investment program is granted to the County Director of Finance by the Kings County Board of Supervisors. The moneys invested will be actively managed by the Director of Finance and his/her staff, who shall carry out established written procedures and internal controls for the operation of the investment program consistent with this Policy. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate staff. (See also Safekeeping and Custody, Internal Controls VI B. below). The authority to execute investment transactions for the portfolio shall be limited to the Assistant Director of Finance - Treasury, the Treasury Manager, and in the absence of the Treasury Manager, the Accounting Specialist-Treasury Operations.

VI. SAFEKEEPING AND CUSTODY

A. DEPOSITORY INSTITUTIONS – As far as possible, all money belonging to, or in the custody of the County Director of Finance shall be deposited for safekeeping in state or national banks selected by the Director of Finance, or may be invested as set forth in Section VII. To be eligible to receive funds, the bank shall have received an overall rating of not less than “satisfactory” in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California’s communities pursuant to Section 2906 of Title 12 of the United States Code.

B. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS - Schedule 1- Statement of Authorized Firms, on page 15, is a list of County Director of Finance approved financial institutions and broker/dealers authorized to provide investment services to the Treasury. Authorized firms can be added or deleted only with the Director of Finance’s approval. Any changes will result in modification to Schedule 1, but will not be considered a revision to this policy. Changes to authorized firms shall be reported to the County Treasury Oversight Committee and Board of Supervisors within two (2) weeks. The authorized parties include "primary" dealers or divisions of a primary dealers, selected on the basis of creditworthiness, capital adequacy, availability of investment inventory, and experience in trading in authorized investments. Firms utilized for money market mutual funds must either attain the highest ranking or the highest letter and numerical rating provided by not less than two of the three largest

nationally recognized statistical-rating organizations (NRSRO) OR have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience (i) investing in the securities and obligations as authorized in G.C. 53601, or (ii) managing money market mutual funds; and have assets under management in excess of five hundred million dollars (\$500,000,000). All financial institutions and broker/dealers who desire to become qualified firms for County Treasury investment transactions must supply the audited financial statements, proof of National Association of Securities Dealers (NASD) certification, proof of State registration, completed broker/dealer questionnaire, and certification of having read the Kings County Investment Policy. An annual review of the financial condition of qualified firms will be conducted by the Assistant Director of Finance - Treasury.

The Treasury shall not do any investment business with any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution, in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to any member of the Board of Supervisors or any candidate for those offices. Firms must provide corporate policy statements regarding compliance with political contributions limitations of Rule G-37.

C. INTERNAL CONTROLS - The County Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the investment portfolio are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Daily, or when next available, the County Director of Finance or designee will

(1) Review and initial all Investment Purchase Orders to verify compliance with the overall Policy, Investment Parameters, and Authorized Institutions.

(2) Review and initial the "Daily Balance Sheet" to insure continuous compliance of portfolio investments (percentage distribution) to the Policy and Investment Parameters.

Weekly, the County Director of Finance or designee will verify that the Portfolio Percentage Report by investment type is balanced to the Daily Balance Sheet.

Monthly, all funds maintained by the County Director of Finance, including cash in treasury, deposits in transit, Kings County Department of Finance's checking account balance, and investment holdings will be audited by the County Department of Finance – Accounting Division.

Quarterly, the County Director of Finance or designee will report compliance of the investment portfolio to the Director of Finance's Statement of Investment Policy. (See Section IX. Reporting Methods on page 12)

Annually, the County Treasury Oversight Committee shall hire an external auditor to conduct an independent review to assure compliance of the Director of Finance's investment activities with the Statement of Investment Policy.

D. SAFEKEEPING - All securities purchased either outright or on repurchase agreements shall be held in safekeeping by a third party bank trust department acting as agent for the County under terms of a custody agreement executed by the bank and the Director of Finance. The only exceptions authorized are purchases from Local Agency Investment Fund (LAIF), collateralized time deposits, collateralized bank money market accounts, and investments in money market mutual funds.

E. VOLUNTARY DEPOSITORS - If a local agency determines the agency has excess funds which are not required for immediate use and with the consent of the County Director of Finance, the legislative or governing body may, by resolution or minute order, authorize the deposit of excess funds into the County Treasury for the purpose of investment pursuant to Government Code Section 53635. At no time will the County Treasury accept deposits of personal funds unless by Court order.

The County Director of Finance shall, on a case by case basis, determine the terms and conditions under which a city, public district, or any public or municipal corporations located within Kings County, and not required to deposit their funds in the County Treasury, may voluntarily deposit funds for investment purposes. The County Director of Finance shall evaluate each proposed deposit request prior to approving the deposit into the Treasury. The County Director of Finance must make a finding that the proposed deposit will not adversely affect the interests of the other depositors in the County Investment pool, prior to approving the deposit.

F. WITHDRAWAL OF FUNDS FOR EXTERNAL INVESTMENT -The County Treasury Oversight Committee's approved policy statement on "Treasury Restrictions on Withdrawal for External Investment" establishes the terms and conditions for Treasury depositors withdrawing funds for investment outside the County investment pool. (See Appendix A on page 17 and 18)

Any local agency, public entity, or public official that has funds on deposit in the County Treasury investment pool and that seeks to withdraw funds for the purpose of investing or depositing those funds outside the County Treasury pool, shall submit a resolution or minute order approved by the legislative or governing body requesting the withdrawal of the funds. Funds withdrawn shall become the responsibility of the requesting legislative body, and the Director of Finance will be held harmless from liability.

The County Director of Finance shall evaluate each proposed withdrawal for its consistency with the County Treasury Oversight Committee policy prior to approving the withdrawal. The County Director of Finance must also make a finding that the proposed withdrawal will not adversely affect the interests of the other depositors in the County Treasury pool, prior to approving the withdrawal.

VII. SUITABLE AND AUTHORIZED INVESTMENTS

- A. INVESTMENT TYPES** - The County treasury may invest money among the following authorized investments and within the limits imposed by Government Code 53601 et seq. or 53635 et seq., or as more further restricted in Schedule 2-Investment Parameters on page 16:
- 1. United States Treasury Bills, Notes, Bonds, and Certificates of Indebtedness**, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
 - 2. Registered state warrants or treasury notes or bonds of the State of California**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State.
 - 3. Registered treasury notes or bonds of any of the other 49 states** including bonds payable solely out of the revenues from revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
 - 4. Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
 - 5. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments**, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
 - 6. Banker's Acceptances (BA)** otherwise known as Bills of Exchange or Time Drafts, both domestic and foreign, drawn on and accepted by a commercial bank.
 - 7. Commercial Paper (CP)** of "prime" quality issued by corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000).
 - 8. Negotiable Certificates of Deposit** issued by a nationally or state chartered bank or a savings association or federal association, or by a federally- or state-licensed branch of a foreign bank.
 - 9. Certificates of Deposit Account Registry Service (CDARS)** placed with a local CDARS member. CDARS are fully insured as to principal and interest that may be accrued by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
 - 10. Collateralized Time Deposits** issued by a nationally or state-chartered bank or savings and loan association within the State of California with an overall rating of not less than "satisfactory"

in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities pursuant to Section 2906 of Title 12 of the United States Code.

11. Repurchase Agreements or Reverse Repurchase Agreements, or Securites Lending Agreement purchased in compliance with the Government Code 53601(j). Repurchase agreements must be issued by nationally or state-chartered banks or primary security dealers with whom the County Director of Finance has entered into a Master Repurchase Agreement.

12. Medium Term Corporate Notes (MTN), defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

13. Shares of Beneficial Interest issued by diversified management companies (1) that invests in the securities and obligations as authorized by subdivision (a) to (k), inclusive, or subdivisions (m) to (o) inclusive of Government Code 53601, and that comply with the investment restrictions of Article 2 of the Government Code (commencing with Section 53630), or (2) that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. (15 U.S.C. Sec 80a-1, and following.)

14. Local Agency Investment Fund (LAIF) an investment pool created by Government Code 16429.1 in which the State Treasurer invests pooled political subdivision funds.

15. Notes, Bonds, or other obligations secured by a valid first priority security interest in eligible securities listed in Section 53651 having a market value at least equal to that required by Section 53652.

16. Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

(3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

17. Supranational Debt Obligations United States dollar-denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB) only, eligible for purchase and sale within the United States. Authorized by CGC 53601 (q) and this policy.

B. RESTRICTIONS ON AUTHORIZED INVESTMENTS- In accordance with G.C. 53601.6, the County Treasury shall not invest any funds in inverse floaters, range notes, or mortgage derived interest-only strips. Additionally, no funds shall be invested in any security that could result in zero interest accrual if held to maturity. No funds shall be invested in Medium Term Corporate Notes with a make-whole call provision that, at time of purchase, are priced at a premium. No shares of beneficial interest will be purchased where the principal dollars invested are subject to daily net asset value (NAV) adjustments of the fund's portfolio except for the CalTrust. The Treasury shall not invest in financial options and futures contracts directly, but may purchase authorized investments of callable securities with imbedded call provisions. The Treasury will not purchase an authorized investment below the credit quality restriction of Schedule 2 - Investment Parameters, but may elect to hold an instrument to maturity that has been later downgraded by the nationally recognized statistical-rating organization i.e. Moody's, Standard and Poors, or Fitch.

C. COMPETITIVE BIDDING - Bids for investment products shall be taken from a minimum of three authorized institutions. Awards will be made giving consideration to safety, liquidity, a balanced portfolio, and diversification. Exceptions to the above would involve repurchase agreements, securities possessing unique characteristics which would make competitive bidding impractical, or market circumstances in which competitive bidding could be adverse to the best interest of the Director of Finance's investment program.

D. COLLATERALIZATION - In accordance with California Government Code 53652, 53601 (j) full collateralization of public deposits is required for collateralized time deposits, collateralized bank money market accounts, and repurchase agreements. The Director of Finance may waive collateralization for that portion of any deposit that is fully insured by the FDIC per Government Code 53653.

VIII. INVESTMENT PARAMETERS

A. DIVERSIFICATION - The investments will be diversified by security type and institution within the percent restrictions of Government Code 53601, 53601.8, 53635, 53635.2, and 53635.8 or as further defined in Schedule 2, Investment Parameters. Percent restrictions shall be applicable only for the date of purchase. Any future percent deviations due to cash flow demands reducing the total investment portfolio shall not be considered out of compliance. Maximum investment amounts in any issuer name shall be limited as provided in the Investment Parameters on page 16.

B. MAXIMUM MATURITIES - Maturity limitations for each instrument type shall be restricted as provided in Government Code 53601, 53601.8, 53635, and 53635.8 or as further defined in Schedule 2 - Investment Parameters on page 16. No investment shall be made in any security, other than a security underlying a repurchase agreement authorized in this policy, which at the time of investment has a term remaining to maturity in excess of five years, unless a legislative body has granted express authority to make that investment either specifically or as part of an investment program approved by that legislative body no less than three months prior to the investment.

IX. REPORTING

A. METHODS - The County Director of Finance or designee shall prepare an investment report at least quarterly, including a succinct management summary that provides a clear picture of the status of the investment portfolio. This summary will be prepared in a manner, which will allow the reader to ascertain whether investment activities have conformed to the investment policy.

The report will be provided within 30 days following the end of the quarter covered by the report and submitted to the County Board of Supervisors, County Administrative Officer, Finance Director, other members of the County Treasury Oversight Committee, and pool participants.

The report will include the following:

1. A Statement of Compliance with the Investment Policy.
2. A listing of individual securities and moneys held at the end of the reporting period to include:
 - (a) The type of instrument.
 - (b) The name of the issuer.
 - (c) Purchase date, maturity date, and days to maturity.
 - (d) Issuers rating.(Long term or short term, as appropriate)
 - (e) Par and dollar amount invested in each security.
 - (f) The current market value of securities as of the date of the report and the source of the valuation.
3. A statement estimating the ability of the County Treasury to meet its pool's expenditure requirement for the next six months.
4. A statement of the method of interest accounting used.
5. Portfolio Sector Allocation and Quality Allocation graphs.
6. A Statement of Interest Earnings Report for the Quarter.
7. If applicable, a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, but excluding funds deposited into the Local Agency Investment Fund administered by the State Treasurer.

B. QUARTERLY INTEREST CALCULATION AND APPORTIONMENT - Gross interest for the quarter is the total interest earned on an accrual basis on the Treasury portfolio investments for that quarter. Administrative expenses pursuant to G.C. 27013 are deducted to arrive at net interest to be apportioned. Administrative expenses consist of audit expenses, direct banking expenses, not otherwise recovered directly from Treasury depositors, safekeeping fees, plus actual quarterly Treasury operational expenses. The net earnings for the quarter are divided by the Treasury's total average daily balance creating an "interest allocation factor" or "daily

interest factor" for each average dollar invested. Multiply the "interest allocation factor" by the quarterly average daily balance of each fund to determine the interest earnings for each fund. Interest is apportioned quarterly to all depositors in the Treasury pool. The "interest allocation factor" can be converted into the annualized quarterly interest rate; multiply the factor by the number of days in the year, and divide that answer by the number of days in the quarter.

X. POLICY EXCEPTIONS & REVISIONS

A. EXEMPTION - Any previously legal investments, that settled prior to the effective date and that no longer meet the current guidelines of this Policy, shall be exempted from the new requirements. At maturity or liquidation, such moneys shall be reinvested only as provided by this Policy.

Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance thereof. The proceeds of sales, or funds set aside for the repayment, of any notes or other indebtedness issued shall not be invested for a term that exceeds the term of the notes.

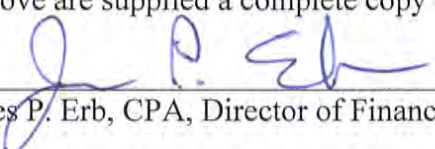
B. AMENDMENTS - This policy shall be reviewed at least on an annual basis. Any changes shall be submitted by the Director of Finance to the County Treasury Oversight Committee for consideration and comments, and the Board of Supervisors for review and approval.

**KINGS COUNTY DIRECTOR OF FINANCE'S
SCHEDULE 1 - STATEMENT OF AUTHORIZED FIRMS**

The Treasury is authorized to conduct investment security transactions with the following investment firms and broker/dealers, designated by the Federal Reserve Bank as primary government dealers or divisions of primary dealers. Security transactions with firms, other than those appearing on this list, are prohibited.

- A. Firms designated by the Federal Reserve Bank as Primary Government Dealers or a division of a Primary Dealer:
- UBS Financial Services Inc., an affiliate of UBS Securities LLC
RBC Capital Markets, LLC
Wells Fargo Securities, LLC
Cantor Fitzgerald & Co.
- B. Firms designated for the purchase of money market mutual funds pursuant to G.C. 53601 (l) and (p):
- BlackRock
Bank of the West
CalTRUST
- C. Firms designated for repurchase agreements with Master Repurchase Agreements on file:
- UBS Financial Services Inc., an affiliate of UBS Securities LLC
- D. State of California, Local Agency Investment Fund
- E. Purchases directly from major issuers of commercial paper, bankers acceptances, negotiable certificates of deposit, or collateralized time deposits, meeting the requirements set forth in section 53635, 53601(g), 53601(i), 53601(n), respectively, and 53635.2 of the California Government Code.

To ensure compliance with the County Director of Finance's Investment Policy, firms designated in A and C above are supplied a complete copy of the policy and must certify having read it.



James P. Erb, CPA, Director of Finance

Dated: January 1, 2023

SCHEDULE 2 – INVESTMENT PARAMETERS (Revised 11/18/15)

AUTHORIZED INVESTMENTS	DIVERSIFICATION	PURCHASE RESTRICTIONS	MATURITY	CREDIT QUALITY (NRSRO)
U.S. Treasury notes, bills, bonds or other certificates of indebtedness	95% Max.	None	Max. 5 years	N/A
Notes, participations, or obligations issued by Federal agencies or United States government-sponsored enterprises (GSE)	85% Max.	None	Max. 5 years	N/A
Bonds, notes, warrants or certificates of indebtedness issued by the State of California or local agencies or County of Kings or any other State	20% or \$20mm Max.	None	Max. 5 years unless prior BOS approval	L/T rating A- or A2 or better
Bankers Acceptances	40% Max.	Max. \$5mm any one name	Max. 180 days	S/T rating A-1 or P-1 L/T rating (if Out-standing) AA- or Aa3 or better
Commercial paper of corporations organized and operating within the U.S. with total assets exceeding \$500 mm	40% Max.	Max. 10% in any one name, No Extendable CP	Max. 270 days.	S/T rating A-1 or P-1 L/T rating (if Out-standing) AA- or Aa3 or better
State of California Local Agency Investment Fund	Max. Dollars allowed by State Treasurer	Max. Transactions allowed by State Treasurer	Overnight liquidity	N/A
Negotiable CD's issued by National or State chartered banks or a federally- or state- licensed branch of a foreign bank	25% Max. (CDs + CDARS)	G.C. 53638 policy restrictions	Max. 3 years	L/T rating AA- or Aa3 or better
Certificates of Deposit Account Registry Service (CDARS)	25% Max (CDs + CDARS)	G.C. 53601.8 & 53635.8 conditions apply	Max. 3 years	100% FDIC/NCUA insured as to Principal and Interest
Collateralized Time Deposits.	10% Max.	Collateral policy restrictions G.C. 53601(n)	Max. 24 months	
Repurchase Agreements with collateral restricted to U. S. Treasury, Federal Agencies, or United States government-sponsored enterprises (GSE)	10% Max.	Master Repurchase and Tri-Party Custodial Agreements to be on file. 102% haircut	Max. 1 year	
Reverse Repurchase Agreements or Securities Lending on U.S. Treasury & Federal Agency Securities in portfolio	10% Max with approval of the Director of Finance	G.C. 53601(j) Reverse Repurchase and Securities Lending restrictions	Max. 92 days unless guaranteed spread	
Corporate Notes on U.S. Corp or U.S. Subsidiary of a foreign corp.	30% Max.	Max. \$15mm any one name Make - Whole Call Restrictions	Max. 5 years	L/T rating AA- or Aa3 or better
Asset Backed Securities on U.S. Corp.	0% Max.	Not authorized	Not authorized	Not Authorized
Money Market mutual funds that invest in eligible securities meeting Government Code requirements.	20% Max. 10% per fund	Fund 5 years or more old NAV pricing restriction No front or back loads	Overnight liquidity	L/T rating: Highest rating from two NRSRO, i.e. AAA, Aaa, etc. Retain Investment Advisor per G.C. 53601(l) & (p)
Supranationals – Washington dollar denominated IBRD, IFC or IADB	20% Max. 10% per Name	Max. 10% in any one name	Max. 5 years	L/T rating: Highest rating from two NRSRO, i.e. AAA, Aaa, etc.

APPENDIX A

COUNTY TREASURY OVERSIGHT COMMITTEE

Policy Statement and Authorized Practice Approved March 4, 1996

Treasury Restrictions on Withdrawal for External Investment

Authorization: Pursuant to Government Code Section 27130 and Kings County Board of Supervisor's Resolution No. 95-081, dated December 5, 1995, the Kings County Treasury Oversight Committee is authorized to establish criteria on the withdrawal of funds on deposit in the County Treasury investment pool for the purpose of investing or depositing those funds outside the County Treasury pool.

Request for Withdrawal: Any local agency, public entity, or public official that has funds on deposit in the County Treasury investment pool and that seeks to withdraw funds for external deposit or investment, shall first submit a request by resolution or minute order approved by the legislative or governing body for withdrawal of the funds.

Assessment of Withdrawal Impact: The County Director of Finance shall evaluate all requests for withdrawal to determine if the interests of the other Treasury depositors in the County Treasury pool will be adversely affected. If the County Director of Finance determines that the combined number of requests or total dollar amount requested is sufficient to constitute a "run on the treasury", no withdrawal requests shall be processed until the County Treasury Oversight Committee has reviewed the treasury financial position and assists the Director of Finance in establishing an action plan.

Approval or Disapproval: The County Director of Finance shall approve all requests upon the finding that other Treasury depositors will not be adversely affected. If other Treasury depositors are perceived to be adversely impacted, the County Director of Finance may postpone action on any withdrawal request until the County Treasury Oversight Committee has reviewed the situation.

Approved Withdrawal Criteria: Approved withdrawals will be processed dependent on availability of funds, the type of investments required to be liquidated, market conditions, settlement periods, and dollar amounts to be withdrawn. The following are target goals for withdrawals:

- a. If adequate liquidity exists in short term investments and requires minimal liquidation and settlement, withdrawals of amounts up to \$1,000,000.00 shall be processed immediately upon the County Director of Finance's approval.
- b. If the County Treasury liquidity position is such as to require liquidation of more difficult investment(s), the below processing times shall apply based on the withdrawal dollar amounts and market factors.
 - (1). If the withdrawal amount is less than \$1,000,000.00, and favorable market conditions exist, requests shall be processed within three workdays.

(2). If the withdrawal amount is greater than \$1,000,000.00, or unfavorable market conditions exist, requests shall be processed within five workdays.

Disclaimer of Liability: Any and all funds withdrawn from the County Treasury investment pool for the purpose of investing or depositing such funds outside the pool shall become the responsibility of the legislative body requesting the action. The County Director of Finance or County of Kings shall in no manner be held responsible or liable for withdrawn funds or investments purchased with said funds. The request of any legislative body, by resolution or minute order, authorizing the withdrawal of funds for deposit or investment outside the County Treasury investment pool must provide a disclaimer of liability. The Director of Finance shall not honor any such withdrawal request if a disclaimer clause is not provided.

GLOSSARY OF TERMS

AGENCIES OR FEDERAL AGENCIES: Federal sponsored agency securities including discount notes, or interest bearing notes, and bonds. The agencies were created by Congress to reduce the cost of capital for certain borrowing sectors of the economy deemed to be important enough to warrant assistance, such as farmers, homeowners, and students.

ASKED PRICE: The lowest price at which a dealer is willing to sell a security.

BANKERS ACCEPTANCES (BA'S): A time draft or bill of exchange that is accepted payment by banks engaged in financing of international trade. The accepting institution guarantees payment of the bill as well as the issuer.

BID: Price at which someone is willing here and now to purchase a security.

BOOK VALUE: The value at which a security is carried on the inventory list or other financial records of an investor. The Book Value may differ significantly from the security's current value in the market.

BROKER: Person or firm acting as intermediary between buyer and seller.

CALLABLE BOND: A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CERTIFICATES OF DEPOSIT (CD'S): A time deposit with a specific maturity evidenced by a certificate. They are issued in two forms negotiable and collateralized.

Negotiable Certificates of Deposit: May be sold by one holder to another prior to maturity. The issuing bank agrees to pay the amount of the deposit plus interest earned to the BEARER of the certificate at maturity.

Collateralized Time Deposits: These certificates are collateralized and are not money market instruments since they cannot be traded in the secondary market. They are issued on a fixed maturity basis and fixed payee.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICES (CDARS): Certificates of Deposit that are placed by a member bank with commercial banks, savings banks, savings and loan associations, or credit unions, such that the principal and all accrued interest during the term of the certificate are fully insured by either the FDIC OR NCUA.

COLLATERAL: Securities pledged by a bank to secure deposits of public funds, or an asset pledged by a borrower to a lender.

COMMERCIAL PAPER: An unsecured short-term promissory note issued by corporations with maturities ranging from 2 to 270 days.

COUNTY TREASURY OVERSIGHT COMMITTEE: A committee established by Board of Supervisors Resolution No. 95-081, dated December 5, 1995 to allow local agency representatives participation in the policies that guide the investment of depositor funds. The primary responsibilities include: (1) review and monitor the County Director of Finance's investment policy, (2) cause an annual audit to be conducted to determine the county treasury's compliance, and (3) establish criteria for depositor withdrawal of funds for the purpose of investing or depositing outside the county treasury pool.

COUPON RATE: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transaction, buying and selling for his own account.

DEBENTURE: A longer-term debt instrument issued by a corporation that is unsecured by other collateral. Hence, only the good faith and credit standing of the issuer backs the security.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery vs. payment and delivery vs. receipt. Delivery vs. payment is delivery of securities with an exchange of money for the securities. Delivery vs. receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills

DIVERSIFICATION: A process of investing assets among a range of security types by sector, maturity, and quality rating.

DOLLAR WEIGHTED AVERAGE MATURITY: The sum of the amount of each outstanding investment multiplied by the number of days to maturity, divided by the total amount of outstanding investments.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g. S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

FEDERAL FARM CREDIT BANKS (FFCB): is a nationwide system of lending institutions that provide credit and related services to farmers, ranchers, producers and harvesters of agricultural products, and other farm related businesses.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan association. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC) : is a federally chartered and stockholder-owned corporation. Freddie Mac purchases mortgage loans from qualified financial institutions and resales these loans in the form of guaranteed mortgage securities.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional Federal Reserve Banks, their 24 branches, and all national and state banks that are members of the system.

FLOATER: A derivative that has its coupon determined by using the yield of other securities.

FUTURES: Futures contracts are the units of trading at a commodity exchange. They are legally binding agreements made within the confines of an exchange trading area. All futures contracts call for the purchase or sale of a physical commodity of financial instrument on dates from one month to more than two years in the future.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae) Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institution. Security holder is protected by full faith and credit of the U.S. Government. Ginnie MAE securities are backed by the FHA, VA, or FMHM mortgages. The term "passthroughs" is often used to describe Ginnie Maes.

GOVERNMENT-SPONSORED ENTERPRISES (GSE): General term for several privately owned, publicly chartered agencies created to reduce borrowing costs for certain sectors of the economy such as

farmers, homeowners and students. The GSEs that issue debt instruments include: Federal Home Loan Banks, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Farm Credit System, Federal Agricultural Mortgage Corporation, and the Student Loan Marketing Association.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable sales can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): The aggregate of all funds from political subdivisions that are placed in the custody of the California State Treasurer for investment and reinvestment.

MARKET RISK: The risk that the value of a security will rise or decline as a result of changes in market conditions.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase--reverse repurchase agreements that establishes each party's rights in the transaction. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

MONEY MARKET MUTUAL FUND: Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, etc.).

NATIONALLY RECOGNIZED STATISTICAL-RATING ORGANIZATION (NRSRO) Independent credit rating agencies which are utilized to analyze and rate the quality of the issuers underlying debt.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.)

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

OPTIONS: The buyer of a call option has the right to buy the underlying security at fixed price. The option seller is obligated to sell the security if the buyer chooses to exercise the option.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealer, banks and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In California the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities approved by the State, the authorized investments. The trustee may invest in a security if it is one, which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REINVESTMENT RISK: The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

REPURCHASE AGREEMENT (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, this is increasing bank reserves.

REVERSE REPURCHASE AGREEMENT: A dealer of securities buys securities from an investor with an agreement to sell them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" or "investor" money for the period of the agreement, and the terms of the agreement are structured to compensate the dealer for this. Investors use reverse-repos to meet temporary cash shortages without liquidating the investments.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITY: Any investment instrument authorized for purchase under Government Code 53601 or 53635.

SECURITIES AND EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investor in securities transactions by administering securities legislation.

SECURITIES LENDING AGREEMENT: An agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

SUPRANATIONALS: An international organization, or union, whereby member states transcend national boundaries or interests to share in the decision-making and vote on issues pertaining to the wider grouping.

SURPLUS FUNDS: All moneys are not required to meet the banks demands on the treasury to redeem check warrants on any given day are considered "surplus funds" for investments.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY NOTES: A interest bearing security issued by the U.S. Treasury to finance the Federal debt with a maturity range of from zero to ten years.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities between ten to thirty years.

TRI-PARTY CUSTODIAL AGREEMENT: A third party custodian bank agrees to safekeep the repo collateral in a segregated custody account for the client. The custodian bank independently prices the collateral and ensures that the collateral is properly securitized.

UNIFORM NET CAPITAL RULE (SEC RULE 15C3-1): Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one-reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period of the date of purchase to the date of maturity of the bond.

YIELD-TO-CALL (YTC): The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

YIELD CURVE: A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

YIELD-TO-MATURITY: The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.



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Early Contract Upgrade Savings Proposal Plan

CENTRAL UNION SCHOOL DISTRICT

The contents of this proposal are confidential trade secret information and intended for the use of Central Union School District only. The contents herein may not be reproduced without the specific written permission of American Business Machines. This is a proposal only and informative in nature. Actual contract terms and conditions, as well as final pricing, may change, and will be submitted upon your request.

Pricing in this proposal expires 30 days after February 3, 2023.

BY: Michael Alfheim
NORTHERN DISTRICT MANAGER
STRATEGIC ACCOUNTS

DATE: February 3, 2023

www.abm1.com

February 3, 2023

Teresa Santamaria

Chief Business Official
Central Union School District
15783 - 18th Avenue,
Lemoore, CA 93245

Thank you for your working partnership. I am looking forward to delivering your new contract fleet of Canon Copier Systems. In exciting fashion, ABM has leveraged a "piggyback" award with Ventura Unified to help Central Union School District exit their current contract 11 months early and achieve an estimated savings over \$53,000 as compared to current contract pricing and rates.

ABM will pick up and return all current Canon systems to Canon Financial while installing and configuring your new fleet – and you can enter into this contract as soon as your next Board Meeting approves the terms and conditions. I will have all the documents drawn up and signed by ABM once you let me know we are on the agenda, so all the board has to do is sign and the order can be entered. You could have your new fleet by the end of this month or at the latest March. Installation over Easter Holiday break might also work nicely. And, looking forward, our quarterly contract reviews together will ensure we keep the district staff happy, and ensure the savings continue.

ABM service has been speedy and efficient for the district. The review account metrics I shared with you in the contract review document support this, including response times under two hours consistently. Taking delivery of a new Canon fleet, and continuing to experience ABM support, coupled with the \$50K plus savings, the district really has a win/win proposition with this proposal .

We are grateful for your business. Thank you.

Michael Alfheim

***Strategic Accounts
Northern District Manager***

RIGHT-SIZED FLEET BY SITE LOCATION

Akers Elementary NAS

ABM Equipment Number	Serial Number	Current Model	Right-Sized Models	UP OR DOWN PGS / MIN	Average Monthly B/W Volume 12 Months	Location
14132	RKF09968	iR ADV 4225	iR ADV 4835i	UP 10	7,616	Akers Elementary - NAS - Jr High Wing - Workroom
		Cassette Feed U	Cassette Feeding Unit-AW1			
		Feeder	DADF-BA1			
		Inner Finisher	Inner Finisher L1			
14134	XNM04111	iR ADV 6555i II	iR ADV 6855i		42,668	Akers Elementary - NAS - Jr High Wing - Workroom
		Staple Finisher	High Capacity Cassette Feeding Unit-C1			
		2/3 Hole Punch	Staple Finisher-AB2			
			2/3 Hole Puncher Unit-A1			
			Buffer Pass P-2			
14136	XNM04075	iR ADV 6555i II	iR ADV 6855i		36,290	Akers Elementary - NAS - Teachers Lounge
		Staple Finisher	High Capacity Cassette Feeding Unit-C1			
		2/3 Hole Punch	Staple Finisher-AB2			
			2/3 Hole Puncher Unit-A1			
			Buffer Pass P-2			
14141	XVR07009	iR ADV 4545i II	iR ADV 4845i		12,592	Akers Elementary - NAS - Main Office
		Cabinet	Cabinet Type W			
		Inner Finisher	Inner Finisher L1			

Central Union Elementary - Administration Office

14142	XNM04157	iR ADV 6555i II	iR ADV 4845i	DN 10	8,235	Central Union Elementary - Admin Office
		Staple Finisher	High Capacity Cassette Feeding Unit-E1			
		2/3 Hole Punch	Staple Finisher-AE1			
			2/3 Hole Puncher Unit-A1			
14139	XVR07002	iR ADV 4545i II	iR ADV 4845i		11,498	Central Union Elementary - Workroom 1
		Cabinet	Cabinet Type W			
		Inner Finisher	Inner Finisher L1			
14143	XVR07024	iR ADV 4545i II	iR ADV 6855i	UP 10	19,538	Central Union Elementary - Workroom 2
		Staple Finisher	Cassette Feeding Unit-AQ1			
		2/3 Hole Punch	Staple Finisher-AB2			
		Cassette Feed Unit	2/3 Hole Puncher Unit-A1			
		Buffer Pass	Buffer Pass P-2			

District Administration Office

14145	XVZ09038	iR ADV 4535i II	iR ADV 527iFZ	UP 15	1,456	District Office - Admin Office
		Cabinet	Cassette Module-AG1<			
		Inner Finisher	Cabinet Type-U<			
		Feeder				
14137	XNM04165	iR ADV 6555i II	iR ADV 4845i	DN 10	5,464	District Office - IMC Dept
		Staple Finisher	High Capacity Cassette Feeding Unit-E1			
		2/3 Hole Punch	Staple Finisher-AE1			
			2/3 Hole Puncher Unit-A1			
14133	QHL00663	iR ADV 4225	IC X MF1127C	UP 4	869	District Office - MOT - Maintenance Shop (11x17?)
		Cassette Feed Unit	Cassette Unit-AF1			
		Inner Finisher	(Desktop Placement)			
		Feeder				
14135	XNM04061	iR ADV 6555i II	iR ADV 6855i		11,729	District Office - Workroom
		Staple Finisher	High Capacity Cassette Feeding Unit-E1			
		2/3 Hole Punch	Staple Finisher-AB2			
			2/3 Hole Puncher Unit-A1			
			Buffer Pass P-2			

R.J. Neutra Elementary NAS

14140	XVR07016	iR ADV 4545i II	iR ADV 6855i	UP 10	20,544	R.J. Neutra Elementary - NAS - Admin Office
		Cassette Feed Unit	Cassette Feeding Unit-AQ1			
		Staple Finisher	Staple Finisher-AB2			
		2/3 Hole	2/3 Hole Puncher Unit-A1			
		Buffer Pass	Buffer Pass P-2			
14144	XVR07007	iR ADV 4545i II	iR ADV 6855i	UP 10	30,490	R.J. Neutra Elementary - NAS - Workroom 1
		Cassette Feed Unit	Cassette Feeding Unit-AQ1			
		Staple Finisher	Staple Finisher-AB2			
		2/3 Hole	2/3 Hole Puncher Unit-A1			
		Buffer Pass	Buffer Pass P-2			
13913	XNM02395	iR ADV 6555i II	iR ADV 4845i	DN 10	11,033	R.J. Neutra Elementary - NAS - Workroom 2
		Staple Finisher	High Capacity Cassette Feeding Unit-E1			
		2/3 Hole Punch	Staple Finisher-AE1			
			2/3 Hole Puncher Unit-A1			

Stratford Elementary

14147	XVZ09046	iR ADV 4535i II	iR ADV 6855i	UP 20	19,528	Stratford Elementary - Admin Office
		Cassette Feed Unit	Cassette Feeding Unit-AQ1			
		Inner Finisher	Inner Finisher L1			
		Document Feeder				
14146	XVR06951	iR ADV 4545i II	iR ADV 4845i		15,145	Stratford Elementary - Workroom 1
		Staple Finisher	Cabinet Type-W			
		2/3 Punch	Staple Finisher-AE1			
		Buffer Pass	2/3 Hole Puncher Unit-A1			
		Cabinet				
14128	UMW05178	iR ADV 4551i	iR ADV 4845i	DN 6	4,192	Stratford Elementary - Workroom Copier 2
		Cassette Feed	Cassette Feeding Unit-AW1			
		Staple Finisher	Staple Finisher-AE1			
		Buffer Pass	2/3 Hole Puncher Unit-A1			
		2/3 Punch				
15963	3AP01848	iR ADV DX C5750	No Upgrade		1,427	Stratford Elementary Copy Room
			Will remain for new contract			

Printing Speed Explained/Explored: *Printing 100 pages at 45ppm is 21 seconds slower than printing at 55ppm. And the reverse would also be true with 55ppm being 21 seconds faster. The printing speed difference at only 50 pages is 10.5 seconds; Printing 25 pages is 5 seconds. Some will notice, most won't notice the differences.*

Visual Differences in proposed models:

New 55ppm



Current 55ppm



Current 45ppm



New Canon Models all have the following updated characteristics:

- New interior design - significantly quieter operation
- Faster scanning through document feeder
- Full-service tablets for user operation – no more push buttons
- Blank Page Erase Scanning – to clean up blank pages out of PDF's
- New Imaging Systems
- New models come with "one Large drawer" vs. two drawers with the old series.

Contract Pricing/Pricing Comparison

CURRENT CONTRACT PRICING TODAY

Fleet Copiers Lease Contract Payment.....	\$ 4,376.19
Single Lease/Color C5750i Contract Payment.....	\$ 349.95
*Average Annual Overage calculated monthly.....	<u>\$ 258.55</u>
TOTAL CURRENT CONTRACT PAYMENT EXPENSE	\$ 4,984.69

*Overage Billing/Monthly Calc: pages over annual contract allowance of 2,760,000 pages

Total Invoiced Overages past 4 years	\$ 12,410.60
Average Overage Invoice Per Year	\$ 3,102.65
Average Overage by month	\$ 258.55

PROPOSED NEW CONTRACT/FLEET UPGRADE

NEW 63 MONTH FMV LEASE w/ 261,000 BW pages per month*	<u>\$ 4,108.58</u>
DISTRICT MONTHLY SAVINGS WITH FLEET UPGRADE	<u>\$ (876.11)</u>
ESTIMATED TOTAL CONTRACT SAVINGS OVER 63 MONTHS	<u>\$55,194.93</u>

***Included Service Plan covers parts/labor/toner supplies and service calls M-F/8-5**
(Excludes paper and staples)

Overages handled quarterly at 783,000 pages per quarter

- Current Average Quarterly Contract usage is 780,942 pages
- Based on current usage, district would not incur any overages
- If required quarterly, BW Overage \$.0045/page
- Quarterly, Color pages @ .047 per page for actual usage.

The above does not include applicable taxes

NOTE: Your contract can be upgraded immediately. Nothing more is needed except your board approval to move forward with the fleet refresh/piggyback contract use.

3 Generations of Jones Family Values Guiding ABM for over 94 Years A Central and Southern California commitment to Excellence.



Judee Jones
President

Judee started working at ABM in 1993, after successfully being a stay at home mom. She has a strong background in finance and customer service. Judee is still very active in the day to day operations overseeing the administrative staff and overall decisions for the company. She manages with compassion and professionalism that ultimately translates into superior customer service.



Richard Jones
Vice President

Richard has grown up at American Business Machines. Starting as an office boy at 16 years old, growing up following in his father's footsteps. Richard was called to serve his country in the Army during Vietnam. Upon returning in 1971 he rejoined ABM to continue on the success for another generation. Richard has continued to build on the foundation of the success his father passed onto him, of total customer satisfaction. He worked very hard to keep the business successful and strong, so he could have the chance to see third generation take the company into the future.



Ryan Jones
General Manager

Ryan has been with ABM for 20 years and going strong. He prides himself in delivering exceptional customer service with a moral and ethical foundation. He has won numerous sales awards and has been consistently in the top ten in sales, for Canon in the nation. As the family company is slowly being passed to Ryan he will continue to build on the foundation that was set before him by his grandfather and father of unmatched customer services.



2022-2024 Reliability Award

Canon U.S.A., Inc.

BLI 2022-2024 Most Reliable
A3 Brand Award

Canon



Canon has claimed the prestigious Buyers Lab (BLI) 2022-2024 Most Reliable A3 Brand Award from Keypoint Intelligence thanks to its...

- Supreme tested misfeed rate of one jam per 742,500 pages
- Very low service rate, with just two calls spanning 23 A3 MFPs

While security and the ability to integrate with powerful software solutions are critical for today's A3 MFPs, reliability continues to be a major focal point as businesses look to keep employees moving. Keypoint Intelligence tested 23 Canon A3 MFPs in its US or UK labs from 2017-2021, with many of them winning BLI Pick Awards in part due to their durability records. Over that same five-year term, these Canon devices produced 4,455,000 pages—with just six misfeeds. Because of this, not to mention the company's very low rate of service during testing, Canon has claimed the BLI 2022-2024 Most Reliable A3 Brand Award from Keypoint Intelligence.

"The durability stats rung up by Canon A3 MFPs in the last five years is astounding, plain and simple," said Pete Emory, Director of Research & Lab Services US/Asia at Keypoint Intelligence. "The fact that 23 devices jammed just six times in close to four-and-a-half million impressions is one thing, but what I find to be even more impressive is that there were only two service calls made (of the minor variety). Reliability is (in many ways) the foundation of our lab testing, and we appreciate that Canon makes the subject not just a talking point but an actionable item—and the company delivers. At the end of the day, customers with Canon A3 MFPs will experience high device uptime that enables workflow to be in continuous motion."



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2022 Line of the Year

Canon U.S.A., Inc.

BLI 2022 A3

Line of the Year Award

Canon



Canon U.S.A., Inc., has claimed the coveted Buyers Lab (BLI) 2022 A3 Line of the Year Award from Keypoint Intelligence thanks to its...

- Exemplary reliability, with not a single misfeed encountered on six tested models over more than one million impressions in 2021
- Specialized software solutions and services to facilitate highly personalized and efficient workflows, boost connectivity, and enhance security
- First-rate, universal ease of use from a walk-up, workstation, and service perspective so users can better manage tasks and fully reap the benefits of Canon's hardware, regardless of experience

Canon is once again the titleholder of the BLI A3 Line of the Year Award. This marks the fifth time in the last seven years that Canon has won A3 Line of the Year, to go along with the BLI 2021 A4 Line of the Year Award.

"Canon continues to impress us with its commitment to designing an A3 portfolio that delivers incredible reliability and generous user-friendliness for workers and administrators alike," said Pete Emory, Director of Research & Lab Services US/Asia at Keypoint Intelligence. "Central to the DX series is a focus on bridging physical and digital workflows to ensure today's hybrid workforce has everything it needs to keep productive anytime, anywhere. Canon has skillfully addressed this challenge head-on by combining universal hallmark features such as a superb, personalized touchscreen experience with enhanced cloud connectivity and upgraded security to ensure collaborative workflow processes can continue unabated."

Keypoint Intelligence congratulates Canon on earning the BLI 2022 A3 Line of the Year Award!



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CFS-1015 (01/17)

COMPANY LEGAL NAME		DBA		PHONE	
Central Union Elementary School District				("Customer")	559.924.3405
BILLING ADDRESS		CITY	COUNTY	STATE	ZIP
15783- 18th Avenue		Lemoore	Kings	CA	93245
EQUIPMENT ADDRESS		CITY	COUNTY	STATE	ZIP
See Schedule A					

Make / Model / Accessory	Serial Number	Monthly Guaranteed Minimum Copies		Overage Copy Charge *		Initial Meter Reading	
		(Black & White)	(Color)	(Black & White)	(Color)	(Black & White)	(Color)
See Schedule A							
TOTALS		261,000	0/CPC	.0045	.047		

Guaranteed Copy Plan:	<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Aggregate (Totals only required)	Term:	63 months
Payment Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Minimum Monthly Rental Payment *:	\$4,108.58
Meter Reading Frequency:	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Service and Supplies Included *:	<input checked="" type="checkbox"/> Supplies <input checked="" type="checkbox"/> Maintenance
End of Term Purchase Option:	<input type="checkbox"/> \$1.00	<input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> Other: _____	* Plus Applicable Taxes	

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

<p align="center">ACCEPTED</p> <p>DEALER: <u>American Business Machines</u> ("Dealer")</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Ryan Jones</u></p> <p>Title: <u>General Manager</u></p> <p>Date: _____</p>		<p align="center">AUTHORIZED CUSTOMER SIGNATURE</p> <p>By: X <u>[Signature]</u> Title: <u>Superintendent</u></p> <p>Printed Name: <u>Thomas Adlington</u> Email address: <u>tadlington@central.k12.ca.us</u></p> <p>Tax ID#: _____ If proprietor, DOB: _____ Date: _____</p> <p>By: X _____ Title: _____</p> <p>Printed Name: _____ Email address: _____</p>	
<p align="center">ACCEPTANCE CERTIFICATE</p> <p>To: Dealer Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.</p> <p>Signature: <u>[Signature]</u> Printed Name: <u>Thomas Adlington</u> Title (if any): <u>Superintendent</u> Date: <u>2/9/23</u></p>			

TERMS AND CONDITIONS

1. **AGREEMENT:** Dealer rents to Customer, a _____, organized under the laws of the State of _____, with its chief executive office at _____, and Customer rents from Dealer all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment") upon the terms and conditions set forth in this Total Solution Lease Agreement ("Agreement"). This Agreement is entered into between Customer and Dealer, but Dealer intends to assign it to Canon Financial Services, Inc. ("CFS"), with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, and CFS shall succeed to Dealer's rights and benefits hereunder, including ownership of and title to the Equipment, but not the Dealer's obligations hereunder. Prior to such assignment, Dealer shall be "Lessor," after such assignment, CFS shall be "Lessor."

2. **TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes Lessor's form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by Lessor or any later date that Lessor designates ("Agreement Date"), and shall consist of the payment periods specified above, any Interim Period, and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by Lessor, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to Lessor prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.

3. **PAYMENTS:** Customer agrees to pay to Lessor, as invoiced, during the term of this Agreement, (a) the payments specified under "Minimum Monthly Rental Payment" and any "Overage Copy Charges" above and (b) such other amounts permitted hereunder as invoiced by Lessor ("Payments"). Customer also agrees to pay to Lessor an interim payment in an amount equal to 1/30th of the monthly amount of the Payment multiplied by the number of days between the Commencement Date and the Agreement Date ("Interim Period") as determined by Lessor. The amount of each Payment and the End of Term Purchase Option ("Purchase Option") prices specified above are based on the supplier's best estimate of the cost of the Equipment and any related services and supplies. Customer authorizes Lessor to adjust the Payment and Purchase Option herein by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. Once in each twelve (12) month period following the first anniversary of the Agreement, Dealer has the right to increase both (i) the portion of the Minimum Monthly Rental Payment related to copy charges and (ii) the Overage Copy Charge on each anniversary of the Commencement Date in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by Lessor. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever.

4. **APPLICATION OF PAYMENTS; METER READING:** All Payments received by Lessor from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge shown on the invoice for each such amount and among amounts having the same date in such order as Lessor, in its discretion, may determine. Customer agrees to advise Dealer of the meter readings for the Equipment upon request.

5. **NO LESSOR WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS IS A MANUFACTURER, AND CFS IS NOT A DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE

PERSONAL GUARANTY

The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of the Dealer identified above ("Dealer") entering into, and Canon Financial Services, Inc. ("CFS") accepting an assignment of (prior to such assignment, Dealer shall be the "Lessor", and after such assignment, CFS shall be "Lessor"), an agreement (together with any schedules or supplements thereto, "Agreement") with Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to Lessor, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance of all terms of the Agreement and any other transaction between Customer and Lessor (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty, and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

any payment on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (i) renewals and extensions of time of payment, (ii) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities, or any part thereof and in enforcing this Guaranty. This Guaranty shall for all purposes be deemed a contract entered into in the State of New Jersey. The rights of the parties under this Guaranty shall be governed by the laws of the State of New Jersey without reference to conflict of law principles. Any action between Guarantors and Lessor shall be brought in any State or Federal Court located in the County of Camden or Burlington, New Jersey, or at Lessor's sole option, in the State where any Guarantor, Customer or Equipment is located. Guarantors, by their execution and delivery hereof, irrevocably waive objections to the jurisdiction of such courts and objections to venue and convenience of forum. Guarantors, by their execution and delivery hereof, and Lessor, by its acceptance hereof, hereby irrevocably waives any right to a jury trial in any such proceedings.

Guarantors agree that Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: _____ Signature: _____ (no title) Date: _____
Address: _____ Phone: _____
Printed Name: _____ Signature: _____ (no title) Date: _____
Address: _____ Phone: _____

SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, Dealer, or supplier is separate from, and is not a part of this Agreement, and shall be for the benefit of CFS, Customer, and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, Dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, Dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, Dealer, or supplier and shall not include any implied warranties arising solely from Lessor's acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

6. **ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of this Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to Lessor written notice of any non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. Lessor is the owner of the Equipment and has leased the Equipment to Customer under this Agreement. As between Lessor and Customer, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory, or if CFS does not accept assignment of this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

7. **LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of Lessor. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of Lessor, Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide Lessor with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to Lessor such documents as required or appropriate.

8. **WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes Lessor (and any third party filing service designated by Lessor) to execute and file (a) financing statements evidencing the interest of Lessor in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

9. **INDEMNITY:** Dealer is responsible for installation of the Equipment. Customer shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

10. **MAINTENANCE:** The charges established by this Agreement include payments for services and supplies, and Dealer is responsible for providing those services and supplies described in "Service and Supplies Included" above. Service will be performed by Dealer during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer other than as set forth below. Customer shall use reasonable care in handling and operation of the Equipment. Dealer shall have the right to inspect, repair and remove Equipment and/or read the meter at any time during Customer's business hours. Any service work made necessary by Customer's willful act or negligence (including, without limitation, damage to any photocopier copier drums ("Copier Drums") and use of supplies other than those distributed by Dealer which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Dealer's established service policies. Dealer shall have the right to substitute equivalent Equipment at any time during the term of this Agreement. Paper must be purchased separately by Customer. Customer acknowledges that CFS will not be responsible for any service, repairs or maintenance of the Equipment, whether provided for in this Agreement or in any other agreement between Dealer and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under this Agreement without deducting or withholding any amounts.

11. **TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to Lessor or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, Lessor shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse Lessor, upon demand, for all such payments made plus administrative fees and costs. If any Customer acknowledges that, where required by law, Lessor will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse Lessor for the expense of such personal property taxes as imposed by Lessor and pay Lessor a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that Lessor has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO LESSOR A DOCUMENTATION FEE, IN THE AMOUNT OF \$65, TO REIMBURSE LESSOR FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

12. **INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied to (a) replace or repair the Equipment, or (b) pay Lessor the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to Lessor under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the "Asset Value," which shall be: (A) for an Agreement with a \$1.00 Purchase Option, \$1.00; (B) for an Agreement with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein), and (C) for an Agreement with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints Lessor as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after Lessor's request, Customer fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing.

13. **LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of Lessor, will (a) replace the same with like equipment in a condition acceptable to Lessor and convey clear title to such equipment to Lessor (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay Lessor the Remaining Lease Balance. Upon Lessor's receipt of the Remaining Lease Balance, Lessor shall transfer the applicable Equipment to Customer "AS IS, WHERE IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

14. **DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to Lessor, whether or not arising under this Agreement, without notice or demand by Lessor; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to Lessor is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

15. **REMEDIES:** Upon the happening of any one or more Events of Default, Lessor shall have the right to exercise any one or all of the following remedies (which shall be cumulative, simultaneously, or separately, and in any order): (a) to require CFS-1015 (01/17)

Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with Lessor retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (f) retain such Equipment and all Payments and other sums paid hereunder; or (ii) set the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (d) to pursue any other remedy permitted at law or in equity. Lessor (i) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

16. **LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to Lessor under this Agreement on or before the due date, Customer shall pay Lessor, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for Lessor's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse Lessor for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If Lessor should bring court action, Customer and Lessor agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by Lessor shall be deemed reasonable for purposes of this Agreement.

17. **ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF LESSOR. Lessor may pledge or transfer this Agreement. Customer agrees that if Lessor transfers this Agreement, the assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Dealer's or CFS' obligations which Dealer or CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against Lessor. If Customer is given notice of any such transfer, Customer agrees, if so directed thereon, to pay directly to the assignee all or any part of the amounts payable hereunder.

18. **RENEWAL; RETURN:** Except in the case of an Agreement containing a \$1.00 Purchase Option, this Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to Lessor at least sixty (60) days before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to Lessor as provided herein, Customer shall pay to Lessor upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

19. **PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION.** To exercise this option, Customer shall give Lessor sixty (60) days' prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) **PRIOR TO MATURITY PURCHASE.** Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time Customer notifies Lessor of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, Lessor shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

20. **DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS or Dealer, if any, is purely incidental to the services performed by CFS and Dealer. Neither CFS nor Dealer nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment, and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initiated All Data Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify Dealer and CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, Dealer and CFS affiliates, or could be construed to apply to Data.

21. **MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement. In the event of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to Lessor, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

22. **UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (UCC 2A),** AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

23. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

24. **MISCELLANEOUS:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Lessor to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All such notices to Lessor from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that Lessor may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and Lessor and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's and Dealer's signature will be treated as an original for all purposes.



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

Total Solutions and CPC Rental - Schedule A

CFS-1104 (02/14)

CFS AGREEMENT
NUMBER

This Total Solutions and Cost Per Copy Rental - Schedule A ("Schedule A") is attached to and made part of the agreement (whether designated a lease, rental, master lease or otherwise, together with any schedules, the "Agreement") between _____ Central Union Elementary School District ("Customer") and _____ American Business Machines ("Dealer"). It is expressly agreed that this Schedule A is supplemental to the Agreement and that the provisions thereof shall remain in full force and effect and shall apply to this Schedule A as though they were expressly set forth herein.

Equipment Address (County, City, State, ZIP)	Location Contact Phone Number	Make / Model / Accessory	Serial Number	Monthly Guaranteed Minimum Copies		Overage Copy Charge *		Initial Meter Reading	
				(Black & White)	(Color)	(Black & White)	(Color)	(Black & White)	(Color)
Constellation Ave Bldg #968 NAS Lemoore, CA 93245 Akers Elem-Jr. High Wing Workroom	Teresa Santamiria 559.924.3405	iR Adv 6855i							
Constellation Ave Bldg #968 NAS Lemoore, CA 93245 Akers Elem-Teachers Lounge	Teresa Santamiria 559.924.3405	iR Adv 6855i							
Constellation Ave Bldg #968 NAS Lemoore, CA 93245 Akers Elem-Jr. High Wing Workroom	Teresa Santamiria 559.924.3405	iR Adv 4835i							
Constellation Ave Bldg #968 NAS Lemoore, CA 93245 Akers Elem Main Office	Teresa Santamiria 559.924.3405	iR Adv 4845i							
15783 18th Avenue Lemoore, CA 93245 Central Union Elem Admin Office	Teresa Santamiria 559.924.3405	iR Adv 4845i							
15783 18th Avenue Lemoore, CA 93245 Central Union Elem Workroom 1	Teresa Santamiria 559.924.3405	iR Adv 4845i							
15783 18th Avenue Lemoore, CA 93245 Central Union Elem Workroom 2	Teresa Santamiria 559.924.3405	iR Adv 6855i							

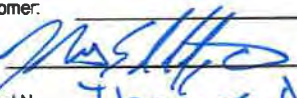
TOTALS only for Aggregate Copy Plan

Aggregate Totals appear on the Agreement

* Plus Applicable Taxes

In witness whereof, the parties have caused this Schedule A to be executed on the same date set forth on the Agreement.

ACCEPTED	
Dealer:	American Business Machines
By:	
Printed Name:	Ryan Jones
Title:	General Manager

AUTHORIZED CUSTOMER SIGNATURE	
Customer:	Central Union Elementary School District
By:	
Printed Name:	Thomas Adlington
Title:	Superintendent



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

Total Solutions and CPC Rental - Schedule A

CFS-1104 (02/14)

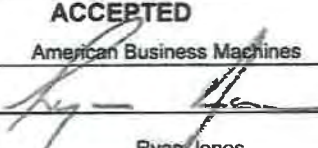
CFS AGREEMENT
NUMBER

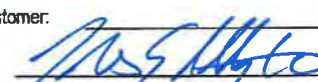
This Total Solutions and Cost Per Copy Rental - Schedule A ("Schedule A") is attached to and made part of the agreement (whether designated a lease, rental, master lease or otherwise, together with any schedules, the "Agreement") between Central Union Elementary School District ("Customer") and American Business Machines ("Dealer"). It is expressly agreed that this Schedule A is supplemental to the Agreement and that the provisions thereof shall remain in full force and effect and shall apply to this Schedule A as though they were expressly set forth herein.

Equipment Address (County, City, State, ZIP)	Location Contact Phone Number	Make / Model / Accessory	Serial Number	Monthly Guaranteed Minimum Copies		Overage Copy Charge *		Initial Meter Reading	
				(Black & White)	(Color)	(Black & White)	(Color)	(Black & White)	(Color)
15783 18th Avenue NAS Lemoore, CA 93245 District Office-Admin Office	Teresa Santamiria 559.924.3405	iR Adv 527iFZ							
15783 18th Avenue NAS Lemoore, CA 93245 District Office-IMC Dept.	Teresa Santamiria 559.924.3405	iR Adv 4845i							
15783 18th Avenue NAS Lemoore, CA 93245 District Office-Maintenance	Teresa Santamiria 559.924.3405	imageCLASS X MF1127							
15783 18th Avenue NAS Lemoore, CA 93245 District Office-Workroom	Teresa Santamiria 559.924.3405	iR Adv 6855i							
Bldg 967, Community Center Dr NAS Lemoore, CA 93245 R. J. Neutra Elementary- Admin	Teresa Santamiria 559.924.3405	iR Adv 6855i							
Bldg 967, Community Center Dr NAS Lemoore, CA 93245 R. J. Neutra Elem-Workroom 1	Teresa Santamiria 559.924.3405	iR Adv 6855i							
Bldg 967, Community Center Dr NAS Lemoore, CA 93245 R. J. Neutra Elem-Workroom 2	Teresa Santamiria 559.924.3405	iR Adv 4845i							
TOTALS only for Aggregate Copy Plan				Aggregate Totals appear on the Agreement					

* Plus Applicable Taxes

In witness whereof, the parties have caused this Schedule A to be executed on the same date set forth on the Agreement.

ACCEPTED	
Dealer:	American Business Machines
By:	
Printed Name:	Ryan Jones
Title:	General Manager

AUTHORIZED CUSTOMER SIGNATURE	
Customer:	Central Union Elementary School District
By:	
Printed Name:	Thomas Addington
Title:	Superintendent



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

Total Solutions and CPC Rental - Schedule A

CFS-1104 (02/14)

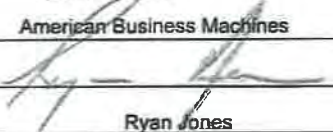
CFS* AGREEMENT
NUMBER

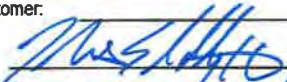
This Total Solutions and Cost Per Copy Rental - Schedule A ("Schedule A") is attached to and made part of the agreement (whether designated a lease, rental, master lease or otherwise, together with any schedules, the "Agreement") between Central Union Elementary School District ("Customer") and American Business Machines ("Dealer"). It is expressly agreed that this Schedule A is supplemental to the Agreement and that the provisions thereof shall remain in full force and effect and shall apply to this Schedule A as though they were expressly set forth herein.

Equipment Address (County, City, State, ZIP)	Location Contact Phone Number	Make / Model / Accessory	Serial Number	Monthly Guaranteed Minimum Copies		Overage Copy Charge *		Initial Meter Reading	
				(Black & White)	(Color)	(Black & White)	(Color)	(Black & White)	(Color)
20227 1st Street Stratford, CA 93266 Stratford Elem-Admin Office	Teresa Santamiria 559.924.3405	iR Adv 6855i							
20227 1st Street Stratford, CA 93266 Stratford Elem-Workroom 1	Teresa Santamiria 559.924.3405	iR Adv 4845i							
20227 1st Street Stratford, CA 93266 Stratford Elem-Workroom Copier 2	Teresa Santamiria 559.924.3405	iR Adv 4845i							
20227 1st Street Stratford, CA 93266 Stratford Elem-Copy Room	Teresa Santamiria 559.924.3405 (service only)	iR Adv DX C5750i	3AP01848						
TOTALS only for Aggregate Copy Plan				Aggregate Totals appear on the Agreement					

* Plus Applicable Taxes

In witness whereof, the parties have caused this Schedule A to be executed on the same date set forth on the Agreement.

ACCEPTED	
Dealer:	American Business Machines
By:	
Printed Name:	Ryan Jones
Title:	General Manager

AUTHORIZED CUSTOMER SIGNATURE	
Customer:	Central Union Elementary School District
By:	
Printed Name:	Thomas Adlington
Title:	Superintendent



CANON FINANCIAL SERVICES, INC. ("CFS")

14904 Collections Center Dr.
Chicago, Illinois 60693

Municipal Fiscal Funding Addendum

Agreement

Number:

Agreement

Date:

GOVERNMENTAL ENTITY

Complete Legal Name

Central Union Elementary School District

("Customer")

THIS ADDENDUM WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

The Customer warrants that it has funds available to pay the lease payments ("Payments") payable pursuant to the lease agreement (the "Agreement") between Customer and CFS until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with the Agreement, and thereupon, Customer shall be released of its obligations to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement, (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS. In the event Customer returns the Equipment pursuant to the terms of this Addendum and the Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CFS that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Governmental Entity by the following signatory has been duly taken and remains in full force and effect. CFS may accept a facsimile copy of this Addendum as an original for all purposes.

ACCEPTED

Canon Financial Services, Inc.

By 

Title Documentation Mgr

Date 2/8/2023

Customer

By 

Printed Name Thomas Addington

Title Superintendent

Office of Public School Construction Application Number: 57/63883-00-002

GENERAL INFORMATION

Grantee Name: **CENTRAL UNION ELEMENTARY**

School Name: **NEUTRA ELEMENTARY**

Grant Amount: **\$ 426,996.00** of which **\$ 106,781.00** is Financial

Hardship Assistance/Charter School Loan⁽¹⁾/ or CTEFP Loan⁽²⁾. In addition, there is a required

Grantee Contribution in the amount of **\$ 0.00**

Authority: **Proposition 51, General Funds FY 2022/2023**

SFP Program Funding Source: **Not Applicable**

Future Priority Funding Rounds: **Nov 9, 2022-Dec 8, 2022; May 10, 2023-Jun 8, 2023**

PROJECT DESCRIPTION

Type of Work: **Modernization**

New School or Addition to an Existing Site: **Not Applicable**

Number of Classrooms: **Not Applicable**

Financial Hardship Approval Date: **10/27/2022**

Financial Hardship status is valid until date: **4/27/2023**

Agreement includes Grants for: **Not Applicable** (Site

Acquisition; Department of Toxic Substances Control fees and hazardous waste removal; etc.)

Agreement includes Grants for: **Not Applicable** (Site

Development, if appropriate)

Other Facilities being newly constructed, modernized, replaced, or rehabilitated:

This design phase of this Modernization project removes portables and replaces them with permanent construction on the existing site.

⁽¹⁾ Loan repayment shall commence no later than one year after project occupancy (pursuant to Education Code Section 17078.57(a)(1)(D)), or 60 days after Board adoption of audit findings (pursuant to SFP Regulation Section 1859.106) unless a repayment schedule has been established as provided by SFP Regulation Section 1859.106.1.

⁽²⁾ Terms of the loan shall be in accordance with SFP Regulation Section 1859.194(b).

Office of Public School Construction Application Number: 57/63883-00-002

Square Footage being replaced: Not Applicable Toilet Area sq. ft.
Not Applicable Other Area sq. ft. (all non-toilet area)

(include for Facility Hardship replacement or Seismic Mitigation Program replacement projects)

For purposes of Facility Hardship and Seismic Mitigation Program projects, shower/locker area is considered "toilet area."

Approved rehabilitation cost estimate: Not Applicable

(include for Facility Hardship rehabilitation or Seismic Mitigation Program rehabilitation projects)

This project scope and resulting funding determination relied on the following documentation and state agency approvals:

- The Funding Application (Form SAB 50-04), executed by the Applicant's Representative on 11/2/2021
- The Application for Charter School Preliminary Apportionment (Form SAB 50-09), executed by the Applicant's Representative on Not Applicable
- The Application for Career Technical Education Facilities Funding (Form SAB 50-10), executed by the Applicant's Representative on Not Applicable
- Site Approval letter from the California Department of Education dated Not Applicable
- Plan Approval letter from the California Department of Education dated Not Applicable
- Division of the State Architect Approval letter(s) dated Pending for DSA Application Number(s) Pending.
- Financial Hardship Approval Letter from the Office of Public School Construction dated 10/27/2022
- Bridge Financing Approval Letter from the Office of Public School Construction dated Not Applicable
- The industry specialist report prepared by , dated Not Applicable that details the minimum work necessary to mitigate the threat in this application
- Written concurrence dated Not Applicable from agreeing with the threat and the minimum work to mitigate the threat in the industry specialist report

A copy of the documentation listed here is available as part of the project file maintained by OPSC, and is also retained by the District for purposes of the project audit.

Grants are to be used in accordance with the provisions contained in the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10) and this Agreement.

The Grantee shall not make any change to the Project that would require a Change of Scope, without the State Allocation Board first approving the change to the Project.

Office of Public School Construction Application Number: 57/63883-00-002

TERMS AND CONDITIONS OF GRANT

A. Definitions

Terms not defined below shall have the same meaning as set forth in SFP Regulation Section 1859.2.

"Act" means the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10).

"Agreement" means a contract to do or not to do a certain thing and refers to this Grant Agreement. "Application" means a request pursuant to the Act to receive funding for a school project.

"Apportionment" shall have the meaning set forth in Education Code Section 17070.15(a).

"Audit report" means the annual compliance reviews and fiscal reviews of the Grantee's finances, in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.

"Board" means the State Allocation Board as established by Section 15490 of the Government Code.

"Capital Outlay," for the purposes of the Grantee using Savings, pursuant to School Facility Program Regulation Section 1859.103, means capital assets in accordance with Section G of this Agreement.

"Change of Scope" means the addition or deletion of any work that would change the approved Grant amount for the Project or require updated state agency approval(s). This includes, but is not limited to, changes to site acquisition acres, or buildings, including but not limited to classrooms, multipurpose rooms, gymnasiums, administration buildings, restrooms, and libraries/media centers, and any changes to the size of those buildings, the type of building (e.g. portable, modular, or permanent), or the location on the school site of those buildings.

"Charter School Agreements" mean a memorandum of understanding, a funding agreement, and a use agreement as established by the California School Finance Authority.

"Classroom" means a teaching station that has the same meaning as the term used in Education Code Section 17071.25(a)(1).

"Expenditure Report" means the Form SAB 50-06 Expenditure Report and all required supplementary documentation, including but not limited to a detailed listing of project expenditures organized by fund source and provided at an object-code-level of accounting detail, pursuant to the California School Accounting Manual, that shall include fields to identify information including, but not limited to dates, payees, warrant numbers, and the description and purpose of the expenditures as described in California Code of Regulations, Title 2, Regulation Section 1859.104.

"Financial Hardship" means State funding for all or a portion of the Grantee's matching share required by School Facility Program Regulation Section 1859.77.1 or 1859.79.

"Funding Application" means the Form SAB 50-04, Application for Funding, or the Form SAB 50-09, Application for Charter School Preliminary Apportionment, or the Form SAB 50-10, Application for Career Technical Education Facilities Funding, and all required supplementary documentation pursuant to the Act and California Code of Regulations, Title 2, Regulation Sections 1859.70, 1859.161 or 1859.191, as applicable.

"Fund Release Application" means the Form SAB 50-05, Fund Release Authorization, and all required supplementary documentation, which includes but is not limited to this Agreement, pursuant to the Act and the Regulations.

Office of Public School Construction Application Number: 57/63883-00-002

“Grants” means all eligible program grants provided by the Board to the Grantee in this Agreement. “Grantee” means the school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, whose representative has signed this Agreement for Grants.

“Grantee Representative” means the authorized representative of a school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, who signed this Agreement for Grants.

“Hazardous Material/Waste Removal Fund” shall mean the fund established pursuant to California Code of Regulations, Title 2, Regulation Section 1859.163.3(b).

“In Escrow, Governmental Entities” means the approval and signature of instrument(s) that will convey a specified school parcel or site from the public/government entity including the federal government for a determinable sum, and for a determinable date of acquisition which may be based on the Grantee’s receipt of funding from the Board.

“In Escrow, Non-Governmental Entities” means the deposit of signed instrument(s) and/or funds with instructions with a title company or escrow agent to carry out the provisions of an agreement or contract to acquire a specified school parcel or site for a determinable sum, and for a determinable date of acquisition which may be based on the Grantee’s receipt of funding from the Board.

“Ineligible Expenditure” means an expenditure of Grants not in accordance with this Agreement or the applicable laws and regulations governing the use of Grants.

“Local auditor” means an auditor hired at the Grantee’s expense who conducts annual compliance reviews and fiscal reviews of the Grantee’s finances, in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.

“Material Inaccuracy” means a finding of falsely certified eligibility or Funding Application related information submitted by Grantees, architects, or other design professionals that allowed the Grantee an advantage in the funding process. For penalties associated with Material Inaccuracy findings, see Education Code Section 17070.51.

“Modernization” means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 6 (commencing with Section 17073.10) and 7 (commencing with Section 17074.10).

“Most Vulnerable Category 2 Buildings” means the building meets the criteria outlined in Section 1859.82.2 and is one of the following building types:

C1 – Concrete Moment Frame

C1B – Reinforced Concrete Cantilever Columns with Flexible Diaphragms

C2A - Concrete Shear Wall with Flexible Diaphragms

C3A – Concrete Frame with Infill Masonry Shear Walls and Flexible Diaphragms

PC1 – Precast/Tilt-up Concrete Shear Wall with Flexible Diaphragms

PC1A – Precast/Tilt-up Concrete Shear Wall with Rigid Diaphragms

PC2 – Precast Concrete Frame without Concrete Shear Walls and with Rigid Diaphragms

URM – Unreinforced Masonry Bearing Wall with Flexible Diaphragms

RM1 – Reinforced Masonry Bearing Wall with Flexible Diaphragms

URMA – Unreinforced Masonry Bearing Wall with Rigid Diaphragms

S1B – Steel Cantilever Columns with Flexible Diaphragms

S3 – Steel Light Frame Metal Siding and/or Rod Bracing, or

M – Mixed construction containing at least one of the above structure types.

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“New Construction” means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 3 (commencing with Section 17071.75), 4 (commencing with Section 17072.10), and 5 (commencing with Section 17072.20).

“Occupancy” means the point at which pupils occupy a classroom as evident by district documents such as the school board’s adopted calendar, classroom attendance rosters, fire marshal approval of the classroom, etc.

“Office of Public School Construction (OPSC)” means the office within the California Department of General Services that assists the Board as necessary and administers the Act on behalf of the Director of General Services.

“Other Sources of Funds” means cash, the Grantee’s matching funds, or in-kind contributions that are required or used to complete the project beyond the Grants provided by this Agreement.

“Preliminary Funding Application” means the Form SAB 50-09, Application for Charter School Preliminary Apportionment, and all required supplementary documentation pursuant to the Act and the Regulations.

“Project” means the purposes for which the Grantee has applied for the Grants detailed in this Agreement.

“Regulations” means the School Facility Program regulations (California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 4, Group 1, Subgroup 5.5, commencing with Regulation Section 1859).

“Relocation/DTSC Fee Fund” shall mean the fund established pursuant to Regulation Section 1859.163.3, in order to set aside funding at the time Preliminary Charter School Apportionments are approved by the Board for relocation expenses and/or DTSC fees that will be provided at the Final Charter School Apportionment upon submission of actual costs.

“Savings” means Grants not used by the Grantee for the Project, pursuant to Regulation Section 1859.103, achieved by the Grantee’s efficient and prudent expenditure of Grants.

“School District” shall have the meaning set forth in Education Code Sections 17070.15(m) and 17073.25.

“School Facility Program (SFP)” means the programs implemented under the Act.

“State” means the state of California.

“Unfunded List (Lack of AB 55 Loans)” means an information list of unfunded projects that was created due to the state’s inability to provide interim financing from the Pooled Money Investment Account (AB 55 loans) to fund school construction project as declared in the Department of Finance Budget Letter #33 issued on December 18, 2008.

(Authority: SFP Regulation 1859.2)

B. Term of Grant Agreement

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Project. This Agreement becomes effective on the date the Board approves the Project for either an Apportionment or placement on the Unfunded List (Lack of AB 55 Loans). This Agreement terminates once (1) all Grants and the Grantee’s matching funds, including interest generated by the Grants, is expended, and when all of the Parties’ obligations under this Grant Agreement are fully satisfied, or (2) if the Board rescinds the unfunded approval or apportionment, or (3) if the Grantee withdraws its Funding Application.

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C. Project Execution

1. The Board hereby awards to the Grantee a sum of money (Grants)

\$ 426,996.00 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement. Grants may also be expended for the purposes of a future high priority Capital Outlay project as the result of Savings, or for the purposes of reimbursement, pursuant to SFP Regulation Section 1859.90.4.

(Authority: New Construction: Education Code Sections 17072.20 and 17070.63; New Construction and Modernization: SFP Regulations Article 8 commencing with Section 1859.70; Charter School Facilities Program: Article 14 commencing with Section 1859.160; Career Technical Education Facilities Program: Article 16 commencing with Section 1859.190)

2. Prior to the release of any funding for the Project, Office of Public School Construction staff has completed the following steps to finalize the Project funding amount outlined in this Agreement, as necessary:
- i. The Funding Application was accepted on 8/22/2018 (date) and deemed to meet the definition of an Approved Application. The Grantee was provided written notification of any deficiencies and given 24 hours to remedy the identified deficiency(s) in order to retain the date upon which it was received.
 - ii. Upon confirmation of an Approved Application, Office of Public School Construction staff reviewed the Funding Application for compliance with School Facility Program Regulations and verified eligibility for all available program grants. The Grantee was provided written notification of all deficiencies and/or changes necessary and given 15 calendar days to respond and remedy the identified deficiencies and/or changes necessary.
 - iii. Upon review of the submitted corrections, Office of Public School Construction staff provided the Grantee written notification of any final deficiencies and required a response within four business days.
 - iv. Upon receipt of the final amendments to the Funding Application, the Office of Public School Construction staff and the Grantee agreed that the Project was ready for presentation to the Board for either an Apportionment or placement on the Unfunded List (Lack of AB 55 Loans).

(Authority: SFP Regulation Sections 1859.2, 1859.70, 1859.90, 1859.93, 1859.93.1; and Office of Public School Construction process)

3. Grantee certifies that the Project complies with all laws and regulations applicable to the Project.

(Authority: Form SAB 50-04 certifications)

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4. Grantee certifies that the Project complies with all labor and public contract laws, as applicable, including, but not limited to:
- i. Public Contract Code Section 20111.6, as added by Chapter 808, Statutes of 2012 (Assembly Bill 1565), which became effective on September 30, 2012. Beginning January 1, 2014 through December 31, 2018, new contracting requirements are effective for school districts with an average daily attendance of 2,500 or more for construction projects with estimated expenditures of at least \$1,000,000 that will be funded through the SFP or any future state school bonds. These new Public Contract Code requirements require a standardized prequalification questionnaire and financial statement to be verified under oath from all bidders.
 - ii. Labor Code Section 1773.3, as amended by Senate Bill 854, Chapter 28, Statutes of 2014, which requires school districts that have School Facility Program projects with an initial public works contract awarded on or after January 1, 2012, to notify the Department of Industrial Relations (DIR). The DIR must provide prevailing wage monitoring services for all such projects, except in the cases of: (1) the district operates a DIR-approved internal wage monitoring program; or (2) the district has entered into a collective bargaining agreement that includes the requirements specified in Labor Code section 1771.4(b)(2).
 - iii. Chapter 378, Statutes of 2011 (Assembly Bill 436), which required the Department of Industrial Relations to monitor and enforce prevailing wage requirements for every State bond funded project, including School Facility Program projects, pursuant to Labor Code Section 1771.7 for projects in which the initial public works construction contract was awarded before January 1, 2012. The Project must have also been apportioned from either Proposition 47 or 55 and the construction phase of the Project commenced on or after April 1, 2003.
 - iv. Chapter 868 Statutes of 2002 (Assembly Bill 1506), which made projects funded from either Proposition 47 (2002) or Proposition 55 (2004) with a notice to proceed date on or after April 1, 2003 subject to Labor Compliance Program requirements as outlined in Labor Code Section 1771.5.

Project Execution Signature

All laws and regulations noted in Sections (i), (ii), (iii), and (iv) above have been, and will be, followed, as applicable.

Electronically signed and Submitted by
X ***Thomas Addington in OPSC Online***

Date 12/5/2022

(Authority: Form SAB 50-04 certifications)

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D. Receiving Board Approval

1. ⁽³⁾ Grantee must have (1) title, (2) leasehold, or (3) other interest to Project lands. Title may include an order for pre-judgement possession issued by a court in an eminent domain proceeding.

(Authority: Education Code Section 17070.70; SFP Regulation Sections 1859.74 and 1859.74.1)

2. Grantee understands and agrees that the Grants, combined with local funds, shall be sufficient to complete the Project.

(Authority: Education Code Section 17070.63(a))

3. The Grantee has established a "Restricted Maintenance Account" for the exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing and major maintenance plan that complies with and is implemented under the provisions of Education Code Section 17070.75 and 17070.77 (refer to Regulation Sections 1859.100 through 1859.102).

(Authority: SFP Regulation Section 1859.100 and Form SAB 50-04 certifications)

4. The Grantee has or will comply with Education Code Section 17076.11 regarding at least a three (3) percent expenditure goal for disabled veteran business enterprises.

(Authority: Form SAB 50-04 certifications)

5. The Grantee understands and agrees that (1) Grants required to be adjusted for site acquisition for both New Construction and Charter School Facilities Program projects, and (2) Grants not used by the Grantee that failed to meet substantial progress and (3) unspent Financial Hardship Grants, (4) unspent Charter School Facilities Program Grants, or (5) unspent Career Technical Education Facilities Program Grants must be returned to the state school facilities fund from which the Grants were apportioned as a result of an audit, pursuant to Education Code Section 17076.10 and Education Code Section 41024, as applicable.
6. The Grantee understands and agrees that, if it does not remit the amount of Ineligible Expenditures identified in the audit report within 120 days of being invoiced by the California Department of Education, and if no repayment plan has been approved pursuant to paragraph (d) of Section 41024 of the Education Code, then the Controller shall deduct the total amount of any Ineligible Expenditures from apportionments pursuant to paragraph (d) of Section 41024 of the Education Code. The Grantee may request a payment plan pursuant to paragraph (d) of Section 41024 of the Education Code.
7. If the Grants will be used for the construction or modernization of school facilities on leased land, the Grantee has entered into a lease agreement for the leased property that meets the requirements of School Facility Program Regulation Section 1859.22.

⁽³⁾ For purposes of the Charter School Facilities Program, Title may be held by a district, charter school or local governmental entity and title may be held in accordance with Education Code Section 17078.63.

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8. The Grantee has established a facilities inspection system to ensure that each of its schools is maintained in good repair.

[Authority: Education Code Section 17070.75(f)]

9. The statutorily-required Grantee matching funds have either been expended by the Grantee, have been deposited by the Grantee in the county fund, or will be expended by the Grantee prior to notice of completion of the project.

(Authority: Education Code Sections 17072.30, 17074.16, 17078.72(g)(1), 17078.54(d), and 17075.10(b)(2); Form SAB 50-04 certifications)

10. The Grantee has considered the feasibility of using designs and materials for the new construction or modernization project that promote the efficient use of energy and water, maximum use of natural light and indoor air quality, the use of recycled materials and materials that emit a minimum of toxic substances, the use of acoustics conducive to teaching and learning, and the other characteristics of high performance schools.

(Authority: Education Code Section 17070.96)

11. Financial Hardship Review Process

- i. If the Grantee has requested Financial Hardship Grants, the Financial Hardship approval from the Office of Public School Construction was valid (Financial Hardship approvals are valid for 180 days) on the date the Approved Funding Application was received by the Office of Public School Construction.

[Authority: SFP Regulation Section 1859.81(e)]

ii.

a) If the Grantee has requested Financial Hardship Grants and has a bridge financing debt instrument in place, or will have a bridge financing debt instrument in place in the future in order to move the Project forward until Grants become available, then the Grantee agrees that it has received, or will receive, bridge-financing approval from the Office of Public School Construction.

b) The Grantee also agrees to retire all bridge financing debt within 60 calendar days of receiving Grants. Failure to retire all bridge financing debt within 60 calendar days of receiving Grants will result in the amount of the Financial Hardship Grants in this Agreement being reduced by the amount of the bridge financing that was not retired.

- iii. If the Project remained on the Unfunded List (Lack of AB 55 Loans) for more than 180 days, the Grantee understands and agrees that the Office of Public School Construction shall conduct a review to determine if the Grantee has additional funds available to contribute to the Grantee's matching funds.

[Authority: SFP Regulation Section 1859.81(e) and (f)]

- iv. If the additional Office of Public School Construction review, pursuant to Section (iii) above, determined that the amount of the Financial Hardship Grant required an adjustment, pursuant to Financial Hardship rules detailed in SFP Regulation Section 1859.81, the amount of the Grants detailed in this Agreement will be amended.

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[Authority: SFP Regulation Section 1859.81(a)]

12. [Instructions: The following sections only apply to the program, or other circumstance, that is detailed in this Agreement.]

New Construction:

- i. The Grantee has received approval of the site and the plans from the California Department of Education and the Division of the State Architect. Plan approval is not required if request is for separate design Apportionment.

(Authority: SFP Regulation Section 1859.81.1)

- ii. The Grantee agrees to submit Project Information Worksheets pursuant to School Facility Program Regulation Section 1859.104.

Seismic Mitigation Program Replacement or Facility Hardship Replacement:

The Grantee agrees that the scope of this Project is the minimum work necessary to obtain approval by the Division of the State Architect and/or the federal, state, or local governmental entity with authority over of the work being performed to mitigate the

Not Applicable

(health and safety or seismic) threat.

The Project must have an industry specialist report to substantiate the

Not Applicable

(health and safety or seismic) threat and that details the minimum work necessary to mitigate the threat.

The Project must have concurrence by an appropriate governmental agency agreeing with the

Not Applicable

(health and safety or seismic) threat and the minimum work necessary to mitigate the threat.

The Project must have the approval letter from DSA verifying that the building(s) in the Project qualify as one of the "Most Vulnerable Category 2 Buildings".

Site Acquisition: The Grantee has complied with Sections 1859.74 through 1859.75.1, as appropriate. The Grantee shall provide all applicable county assessor parcel numbers for the land being acquired for the Project. Grantee understands and agrees that Grants for site acquisition (i.e. site purchase, hazardous materials mitigation, relocation, etc.) as described in Section F (Accounting for Spent Funds) of this Agreement are limited to actual eligible expenditures. Therefore, the audit report may result in an adjustment (increase or decrease) to the Grant amount based on the final approved expenditures related to site acquisition separate and apart from all other Grants.

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Modernization of Portable Classrooms: If this Agreement includes the modernization of portable classrooms eligible for an additional Apportionment pursuant to Education Code Section 17073.15, the Grantee certifies that either:

- i. The Grants will be used to replace the portable classrooms and permanently remove the displaced portables from the classroom use within six months of the filing of the Notice of Completion for the project; or,
- ii. It has provided documentation to the Office of Public School Construction which indicates that modernizing the portable classrooms eligible for an additional Apportionment is better use of public resources than the replacement of these facilities.

(Authority: SFP Regulation Section 1859.78.8)

Modernization or Charter School Facilities Program Rehabilitation: If this Agreement includes the modernization or Charter School Facilities Program Rehabilitation funding, the Grantee has received approval of the plans for the project from the California Department of Education and the Division of the State Architect. Plan approval is not required if request is for separate design Apportionment or advance release of funds for design from a Preliminary Charter School Apportionment.

(Authority: Modernization: SFP Regulation Section 1859.81.1; Charter: SFP Regulation Section 1859.163)

Seismic Mitigation Program Rehabilitation or Facility Hardship Rehabilitation:

The Grantee agrees that the scope of this Project is the minimum work necessary to obtain approval by the Division of the State Architect and/or the federal, state, or local governmental entity with authority over of the work being performed to mitigate the

Not Applicable

(health and safety or seismic) threat.

The Project must have an industry specialist report to substantiate the

Not Applicable

(health and safety or seismic) threat and that details the minimum work necessary to mitigate the threat.

The Project must have concurrence by an appropriate governmental agency agreeing with the

Not Applicable

(health and safety or seismic) threat and the minimum work necessary to mitigate the threat.

The Project must have the approval letter from DSA verifying that the building(s) in the Project qualify as one of the "Most Vulnerable Category 2 Buildings".

The Project must have the approval letter from DSA indicating that the work in the project plans is the minimum work required to mitigate the

Not Applicable

(health and safety or seismic) threat, which includes any other work triggered by the

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(health and safety or seismic) mitigation work and that is required in order to obtain DSA approval.

Charter:

- i. Facilities to be rehabilitated under the Charter School Facilities Program previously funded with School Facility Program funds meet the requirements of Regulation Section 1859.163.
- ii. The Grantee agrees to submit Project Information Worksheets pursuant to School Facility Program Regulation Section 1859.104.

Charter- Preliminary Charter School Apportionment:

- i. The Grantee agrees that failure to submit a Final Charter School Apportionment within the timelines prescribed for a Preliminary Charter School Apportionment (four years with a possible one year extension subject to Board approval) shall be cause for rescission of the Preliminary Charter School Apportionment; and,
(Authority: SFP Regulation Section 1859.166)
- ii. The Grantee agrees that when the Preliminary Charter School Apportionment is converted to a Final Charter School Apportionment, the funding available for the Final Charter School Apportionment is subject to the provisions of Section 1859.167; and,
(Authority: SFP Regulation Section 1859.167)
- iii. The Grantee agrees that the California School Finance Authority must determine that the Grantee is financially sound at the time of the Preliminary Charter School Apportionment, advance release of design and/or site funds, and at the time of conversion to a Final Charter School Apportionment or the Preliminary Charter School Apportionment will be rescinded; and,
(Authority: SFP Regulation Section 1859.163)
- iv. The Grantee agrees that in addition to this grant agreement, the Grantee must also enter into the Charter School Agreements.
(Authority: SFP Regulation Section 1859.90.2)

Career Technical Education Facilities Program:

The Grantee has complied with the Career Technical Education Facilities Program (CTEFP) eligibility criteria as outlined in Section 1859.192; and,

For Projects that received an Apportionment pursuant to SFP Regulation Section 1859.193(d) (CTEFP reservation of funds):

- i. The Grantee understands and agrees that by reserving funds in advance of obtaining the necessary approvals from California Department of Education and the Division of the State Architect, the Grantee must submit the necessary

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approvals and/or plans and specifications within one year of Apportionment; otherwise the Apportionment will be rescinded without further Board action.

- ii. Upon approval for placement on the Unfunded List (Lack of AB 55 Loans), the Grantee will receive a template of the Project Grant Agreement. OPSC will provide the Grantee the final Grant Agreement for the Project upon receipt of the necessary approvals from the Division of the State Architect and California Department of Education
- iii. The Grantee understands and agrees that the executed the Grant Agreement must be submitted prior to fund release.

(Authority: SFP Regulation Section 1859.197)

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E. Receiving an Apportionment and Receiving Funds

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Project.

(Authority: proposed SFP Regulation Sections 1859.90 and 1859.90.2)

Additionally:

1. ⁽⁴⁾ If the project is awarded an Unfunded Approval, the Grantee understands and agrees that, pursuant to School Facility Program Regulation Sections 1859.90.2 and 1859.90.3:
 - i. The Grantee shall participate in the priority funding process by submitting a valid priority funding request during a 30-day filing period after being placed on the Unfunded List (Lack of AB 55 Loans) in order to receive an Apportionment in accordance with Regulation Section 1859.90.3.
 - ii. Failure to submit a valid request within the filing period or failure to submit a valid Fund Release Authorization (Form SAB 50-05) after the Board approves an Apportionment shall result in an occurrence of non-participation.
 - iii. The Grantee understands and agrees that Grants may not be available for this Project after the Grantee has submitted a valid priority funding request. When the Grantee submits a valid priority funding request and Grants are not available, the Grantee shall not be charged with an occurrence of non-participation.
 - iv. After the second occurrence of non-participation, the funding for the Project shall be rescinded without further action by the Board.
2. Once an Apportionment is awarded, any Grants provided to Grantee under this Agreement will be disbursed upon receipt of a valid Fund Release Authorization,
and shall not exceed \$ 426,996.00
except for Not Applicable
(site-related exceptions)

(Authority: Education Code Sections 17072.13, 17072.14, and 17072.18)

3. Supplementary documentation submitted with, or prior to, a Fund Release Authorization must include this Agreement as well as documentation that proves the following:
 - i. The Grantee has entered into a binding contract(s) for at least 50 percent of the construction included in the plans and specification applicable to this Project.
 - ii. Notice to Proceed dates.
 - iii. For Career Tech projects where the Grantee received an Apportionment without needing Division of State Architect approval, evidence of Division of the State Architect approval date.

(Authority: Form SAB 50-05 certifications)

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4. ⁽⁴⁾ If the Office of Public School Construction finds that the Fund Release Authorization is incomplete, inadequate or inaccurate, it will notify the Grantee that the Grantee has ten (10) business days to address the issue(s). If the issue(s) has not been addressed after ten (10) business days, the Office of Public School Construction will consider the submittal to be invalid and the request will be returned to

⁽⁴⁾Priority Funding procedures for the Charter School Facilities Program advance design and site fund release are outlined in SFP Regulation Section 1859.90.2.

the Grantee. The Grantee will retain the opportunity to submit a valid Fund Release Authorization within 90 days of Apportionment. However, if the Grantee does not submit a valid Fund Release Authorization within 90 days of the Apportionment the Grantee will receive a non-participation occurrence as described in (1.) (ii) above. The Grantee will not receive Grants at that time. Furthermore, any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

(Authority: proposed amendment to School Facility Program Regulations)

5. If the project received an Apportionment and the Office of Public School Construction finds that the Fund Release Authorization is incomplete, inadequate or inaccurate, it will notify the Grantee that the Grantee has ten (10) business days to address the issue(s). If the issue(s) has not been addressed after ten (10) business days, the Office of Public School Construction will consider the submittal to be invalid and the request will be returned to the Grantee. The Grantee will retain the opportunity to submit a valid Fund Release Authorization within 180 calendar days of Apportionment for non-Financial Hardship districts or 365 calendar days for districts with Financial Hardship approval. However, if the Grantee does not submit a valid Fund Release Authorization within 180 or 365 calendar days the Apportionment will be rescinded without further Board action.

(Authority: SFP Regulation Section 1859.90)

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F. Accounting for Spent Funds

1. For purposes of completing the Expenditure Reports required pursuant to Education Code Section 17076.10, over the course of the project, the Grantee shall maintain a general ledger at a Project-specific level that includes fund, resource, project year, goal, function, and object codes for all expenditures for the Project, including furniture and equipment, as they are described in the California School Accounting Manual, Procedure 301: Overview of the Standardized Accounting Code Structure and Procedure 345: Illustrations Using Account Code Structure.

(Authority: Education Code Section 17076.10)

2. Annual Expenditure Reports ⁽⁵⁾

Pursuant to Education Code 17076.10, beginning 12 months from the first fund release, and continuing annually for a period of up to three years after the final fund release, as described in SFP Regulation Section 1859.104, the Grantee shall submit an Expenditure Report to the Office of Public School Construction.

3. Substantial Progress Compliance Reviews

- i. ⁽⁵⁾ Pursuant to Education Code Section 17076.10, the Grantee shall be subject to a substantial progress review by the Office of Public School Construction under this Agreement with respect to all matters connected with this Agreement. The Grantee shall provide substantial progress documentation 18 months from the latest fund release. The Office of Public School Construction will consider the requirements of substantial progress met if the Grantee submits its Expenditure Report for a completed project up to 18 months from the latest fund release. The Office of Public School Construction must notify the Grantee within 60 days of receiving the documentation if a review and analysis of the information will be conducted.

(Authority: SFP Regulation Section 1859.105)

- ii. For Grantees That Have Received Grants for Construction:

The substantial progress documentation required shall include evidence that either 75 percent of the site development work is complete, or 90 percent of the building work is under contract, or 50 percent of all construction activities are complete.

(Authority: School Facility Program Regulation Section 1859.105)

The documentation that the Grantee shall provide shall include, but is not limited to:

- a) The fund source indicated, for each project cost,
 - b) Assessor's parcel number, for site acquisition costs,
 - c) Qualification Appraisal(s) for Architect/Engineer/Construction Manager,
 - d) Architect/Engineer/Construction Management Agreement(s),
 - e) Evidence the Grantee has met Disabled Veteran Business Enterprise contractual requirements,
 - f) Construction Contract Agreements to date,
 - g) Construction Bid Summaries,
 - h) Construction Delivery Method,

⁽⁵⁾For purposes of Charter School Facilities Program projects, this only applies to projects that have received a Final Charter School Apportionment.

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- i) Project expenditures, to date, submitted on Detailed Listing of Project Expenditures (DLOPE) worksheet or in an equivalent format [the Office of Public School Construction will review expenditure totals for purposes of determining compliance with substantial progress requirements but will not review expenditures to determine eligibility under the program (this will be done by the local auditor)],
- j) General ledger report that details project expenditures to date
- k) Submittal of written policy and procedures that documents processes for accounting of School Facility Program project activities.
- l) Construction schedule of values or Continuation Sheet
- m) Project cost estimate

(Authority: Education Code Section 17071.10 and SFP Regulation Section 1859.105)

- iii. For Grantees That Have Received Advanced Financial Hardship Site Grants or Environmental Hardship Grants:
The documentation that the Grantee shall provide if requested by the Office of Public School Construction shall include, but is not limited to:
 - a) The final site appraisal,
 - b) The California Department of Education final approval letter, evidence of the completion of any
 - c) Final escrow instructions or evidence the Grantee has filed condemnation proceedings including intent to request an order of possession of the site, as applicable.

(Authority: SFP Regulation Section 1859.105 or 1859.105.1, as applicable)

- iv. For Grantees That Have Received Advanced Financial Hardship Grants for Design: The documentation that the Grantee shall provide if requested by the Office of Public School Construction shall include, but is not limited to:
 - a) An Approved New Construction or Modernization Adjusted Grant Application; or,
 - b) A certification that the final building plans have been submitted to and accepted by the Division of the State Architect for review and approval.

(Authority: SFP Regulation Section 1859.105)

v.⁽⁶⁾

- a) Should the Office of Public School Construction determine that the Grantee has not made substantial progress as described in (F)(3)(i), (ii), (iii), and (iv), it will inform the Grantee of its findings and require the Grantee to submit a final expenditure report within 60 days of notification, pursuant to SFP Regulation Section 1859.105. If no Grants have been expended by the Grantee, then the Office of Public School Construction will recommend to the Board that the project be rescinded.
- b) If Grants have been expended by the Grantee, then

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- I. The Project shall be subject to an audit pursuant to Section 41024 of the Education Code and the applicable provisions outlined in Section (F)(4) of this Agreement. The audit shall identify Grants expended in accordance with program requirements and the amount

⁽⁶⁾For purposes of Charter School Facilities Program projects, applies to projects that have received a Final Charter School Apportionment.

of any unspent Grants and the amount of any Ineligible Expenditures.

- II. Once the amount of unspent Grants has been determined in the audit report described in (I) to be repaid and the Grantee repays the Grants, the Office of Public School Construction shall take an item to the State Allocation Board make a corresponding baseline eligibility adjustment, when applicable.

(Authority: SFP Regulation Section 1859.105)

4. Final Project Audit

The Grantee understands and agrees to the following:

- i. Upon Project completion pursuant to SFP Regulation Section 1859.104, the Office of Public School Construction may notify the Grantee, the Grantee's County Office of Education, and the State Controller's Office that the Grantee is subject to an audit of the Project by a local auditor that is in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. The Grantee shall retain all financial accounts, documents, and records necessary for an audit pursuant to Education Code Section 41024(a)(4) and shall provide Project documentation, if requested by the local auditor.

[Authority: proposed amendment to School Facility Program Regulation Section 1859.104(a)]

- ii. Project documentation that the Grantee shall provide when requested by the local auditor, for the purposes of the audits described in Education Code Section 41024, shall include, but is not limited to:
 - a) Proof of acreage purchased
 - b) Proof of site costs and adjusted site grants, where applicable
 - c) Copy of Form SAB 50-04
 - d) Copy of SAB Board item(s) (Approval of project Apportionment)
 - e) DSA Approval Letter
 - f) Final CDE Approval Letter
 - g) Architect Final Billing
 - h) Proof of Routine Restricted Maintenance Account Deposit or documentation demonstrating district's facilities are maintained in good repair
 - i) Project-specific accounting records, such as a general ledger, as described in Spending Funds (Section F, paragraph 1), for all sources of funding
 - j) Final construction billing and invoices,
 - k) Any and all change orders

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- l) Proof of date of Occupancy
- m) If the Grantee's matching funds have already been expended for this Project or have been deposited in the County School Facility Fund, the Grantee shall provide accounting records, such as a general ledger, for all sources of funding, verifying those previous expenditures or deposits. If the matching funds have been or will be spent from a Certificate of Participation (COP), then the Grantee shall indicate the fund that the proceeds from the COP were originally deposited into or will be deposited into. The Grantee shall also include a copy of the COP

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booklet. Providing the official notice of intent to sell bonds may be provided to prove that the Grantee will expend the Grants prior to the time the project is completed, as described complete pursuant to SFP Regulation Section 1859.104. If the Grantee has funds from another source not listed here, the Grantee shall provide the accounting records, such as a general ledger verifying the expenditures and deposits.

(Authority: Education Code Section 17076.10 and SFP Regulation Section 1859.106)

- iii. During the local auditor's audit and/or upon completion of the audit report, the Grantee understands and agrees that its Expenditure Report is final and may not be subsequently adjusted or amended.
- iv. The Grantee understands and agrees that:
 - (a) Should the audit report determine that the Grantee spent Grants on Ineligible Expenditures, the local auditor will inform the California Department of Education of the amount of the Ineligible Expenditure. The amount to be remitted will be limited to the proportionate percentage of Grants and Financial Hardship Grants. Grantees will not be required to provide the state with payments related to the amount of their matching funds. Ineligible Expenditures funded by Grants will not be considered Savings.
 - (b) The Grantee may appeal the finding of any Ineligible Expenditures, as described in Education Code Section 41024(d).
 - (c) The California Department of Education will recover Grants spent on Ineligible Expenditures, pursuant to Education Code Section 41024(d)(1).
 - (d) The Grantee may request a repayment plan from the California Department of Education related to the recovery of Grants described in (c).
 - (e) In order to recover funds as part of a repayment plan described in (d), the California Department of Education will notify the State Controller of the repayment plan and the State Controller will withhold funds from the Grantee's principal apportionment or Education Protection Account payments, pursuant to Education Code Section 41024(d).

(Authority: Education Code Sections 17070.63(c), 17076.10, and 41024; SFP Regulation Section 1859.106)

- v. The Grantee shall provide its Expenditure Report for a Project deemed complete pursuant to SFP Regulation Section 1859.104, and any and all audit reports, including the audits of Savings, to the Office of Public School Construction.

(Authority: Education Code Section 17076.10)

- vi. The Grantee shall also provide site access to the local auditor to determine if the project work is in accordance with the Board-approved project scope, including a final inspection for a Project deemed complete pursuant to SFP Regulation Section 1859.104.

(Authority: Education Code Section 17076.10)

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5. Savings Audit(s)

Grantees may retain Savings for expenditure for other high priority Capital Outlay with the exception of when Savings are generated:

- (1) in the Charter School Facilities Program, or
- (2) in the Career Technical education Facilities Program, or
- (3) in advance of a site adjustment, or
- (4) for Financial Hardship Grants.

(Authority: Education Code Section 17070.63 and SFP Regulation Section 1859.103)

If the Grantee uses Savings to contribute to the Grantee's matching share on other SFP projects, then those SFP projects may only be funded from the same program (e.g. New Construction, Modernization), that this Project is funded from.

(Authority: SFP Regulation Section 1859.103)

The Grantee understands and agrees to the following:

- i. Upon the Grantee declaring Savings pursuant to SFP Regulation Section 1859.103, the Office of Public School Construction may notify the Grantee, the Grantee's County Office of Education, and the State Controller's Office, that the Grantee is subject to annual audits of the Savings by a local auditor that is in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting until the Grantee has expended all Savings. The Grantee shall retain all financial accounts, documents, and records necessary for an audit pursuant to Education Code Section 41024(a)(4) and shall provide documentation related to the use of Savings, when requested by the local auditor.

[Authority: proposed amendment to School Facility Program Regulation Section 1859.104(a)]

- ii. Savings documentation that the Grantee shall provide when requested by the local auditor, for the purposes of the audits described in Education Code Section 41024, shall include, but is not limited to:
 - a) The Grantee's final expenditure report submitted to the Office of Public School Construction, and
 - b) Project-specific accounting records, such as a general ledger, as described in Spending Funds (Section F, paragraph 1), and
 - c) General ledger report verifying that the Savings has been deposited to county school facilities fund and detail verifying the expenditure of the funds for high priority Capital Outlay, and
 - d) Construction billing and related invoices.

(Authority: Education Code Section 17076.10 and SFP Regulation Section 1859.106)

- iii. The Grantee understands and agrees that its Savings expenditure reports submitted to the local auditor are final and may not be subsequently adjusted or amended.

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iv. The Grantee understands and agrees that:

(a) Should the audit report determine that the Grantee spent Savings on Ineligible Expenditures, the local auditor will inform the California Department of Education of the amount of the Ineligible Expenditure. The amount to be remitted will be limited to the Savings. Grantees will not be required to provide the state with payments related to the amount of their matching funds.

(b) The Grantee may appeal the finding of any Ineligible Expenditures, as described in Education Code Section 41024(d).

(c) The California Department of Education will recover Grants spent on Ineligible Expenditures, pursuant to Education Code Section 41024(d)(1).

(d) The Grantee may request a repayment plan from the California Department of Education related to the recovery of Grants described in (c).

(e) In order to recover funds as part of a repayment plan described in (d), the California Department of Education will notify the State Controller of the repayment plan and the State Controller will withhold funds from the Grantee's principal apportionment or Education Protection Account payments, pursuant to Education Code Section 41024(d).

(Authority: Education Code Sections 17070.63(c), 17076.10, and 41024; SFP Regulation Section 1859.106)

v. The Grantee shall provide its Savings expenditure reports, and any and all audit reports, to the Office of Public School Construction, pursuant to Education Code Section 17076.10.

vi. The Grantee shall also provide site access to the local auditor to determine if the project work is in accordance with eligible uses of Savings.

(Authority: Education Code Section 17076.10)

6. Site Adjustments

Should the audit report determine that the amount of Grants received for site acquisition requires adjustment, then, upon receipt of the audit, the Office of Public School Construction will present the Project to the State Allocation Board for an adjustment to the Apportionment, in accordance with Education Code Section 41024 (c)(2).

7. Charter School Facilities Program and Career Technical Education Facilities Program Unspent Grants, plus Interest

Should the audit report determine that the Grantee completed either the Charter Schools Facilities Program Project or the Career Technical Education Facilities Program Project without using all the Grants provided for eligible expenditures, the Office of Public School Construction will present the Project to the State Allocation Board for an adjustment to the Apportionment, in accordance with Education Code Section 41024 (c)(2).

8. Financial Hardship

Should the audit report determine that there are unspent Financial Hardship Grants, then the Grantee agrees to either (1) repay the unspent Financial Hardship Grants pursuant to Education Code Section 41024(c)(2) or (2) use the unspent Financial Hardship Grants on a

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future project(s), provided the Grantee qualifies for Financial Hardship Grants when it applies for funding for the future project(s).

- i. Upon receipt of the audit report, the Office of Public School Construction will notify the Grantee to determine whether the Grantee will repay the unspent Financial Hardship Grants immediately or use them for a future project(s). The Grantee will have 30 days to respond to the request.
- ii. If the Grantee intends to use unspent Financial Hardship Grants on a future project(s), it must do so within three years of the audit report's determination that not all Financial Hardship Grants were expended for this Project or from the date that Savings was declared by the Grantee, whichever comes first. Failure to use unspent Financial Hardship Grants on a future project(s) within that time will result in the Grantee repaying the unspent amount plus interest.

(Authority: Education Code Section 41024 and SFP Regulation Section 1859.81)

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G. Advisory Listing Detailing Common Eligible Project Expenditures

Project expenditures not listed in this document will not be considered eligible for funding under the School Facility Program.*

Project expenditures will only be considered eligible if:

- The expenditures are within the Project scope that was approved by the State Allocation Board
- The expenditures are substantiated with contracts, invoices, final billings, and verification of payment (Authority: Education Code Section 41024)
- The expenditures are expended or encumbered prior to the time a project is deemed complete, pursuant to SFP Regulation Section 1859.104 (Authority: Education Code Section 17076.10)

The Grantee may seek written clarification from OPSC for items not included in the lists of eligible and ineligible project expenditures. The local auditor may use the written response from OPSC to guide the audit of the project expenditures.

*Project expenditures not listed in the following tables may be considered if those expenditures are reasonable and appropriate site development work pursuant to SFP Regulation Section 1859.76.
(Authority: SFP Regulation Section 1859.76)

Below are the links and page numbers to view common eligible project expenditures specific to the District's project type:

- [New Construction or Charter School Facilities - Design or Adjusted Grant \(Skip to Page 24\)](#)
- [New Construction or Charter School Facilities - Site Acquisition \(Skip to Page 25\)](#)
- [New Construction or Charter School Facilities - Adjusted Grant \(Skip to Page 28\)](#)
- [Modernization - Design or Adjusted Grant \(Skip to Page 32\)](#)
- [Modernization - Adjusted Grant \(Skip to Page 33\)](#)
- [Career Technical Education Facilities Program - New Construction \(Skip to Page 36\)](#)
- [Career Technical Education Facilities Program - Modernization \(Skip to Page 40\)](#)
- [Facility Hardship \(Non-Seismic\) - Replacement Design or Adjusted Grant \(Skip to Page 44\)](#)
- [Facility Hardship \(Non-Seismic\) - Replacement Site Acquisition \(Skip to Page 46\)](#)
- [Facility Hardship \(Non-Seismic\) - Replacement Adjusted Grant \(Skip to Page 50\)](#)
- [Facility Hardship \(Non-Seismic\) - Rehabilitation Design or Adjusted Grant \(Skip to Page 55\)](#)
- [Facility Hardship \(Non-Seismic\) - Rehabilitation Adjusted Grant \(Skip to Page 57\)](#)
- [Facility Hardship \(Seismic\) - Replacement Design or Adjusted Grant \(Skip to Page 59\)](#)
- [Facility Hardship \(Seismic\) - Replacement Site Acquisition \(Skip to Page 61\)](#)
- [Facility Hardship \(Seismic\) - Replacement Adjusted Grant \(Skip to Page 65\)](#)
- [Facility Hardship \(Seismic\) - Rehabilitation Design or Adjusted Grant \(Skip to Page 70\)](#)
- [Facility Hardship \(Seismic\) - Rehabilitation Adjusted Grant \(Skip to Page 72\)](#)

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**1. New Construction - Separate Apportionment for Design Costs
Or Adjusted Grant
Charter Schools Facilities Program - Separate Apportionment for Design Costs Or Adjusted Grant
Common Eligible Project Expenditures**

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Advertising for Construction Bids	Ed. Code Section 17072.35
b.	Architect's Fee for Plans	
c.	CDE Plan Check or Site Review Fee	
d.	California Environmental Quality Act (CEQA) Associated Costs	SFP Reg. Section 1859.105
e.	Consultant Fees – specific to SFP project(s) (prorate if necessary)	Ed. Code Section 17072.35*
f.	Division of the State Architect (DSA) Plan Check Fee	Ed. Code Section 17072.35
g.	Energy Analysis Fee	Ed. Code Section 17072.35*
h.	Energy Analysis Fee : <ul style="list-style-type: none"> The review of the SFP project-related lease agreements. The review of the SFP project-related contracts between districts and contractors, architects, construction managers or engineers. The review of the SFP project-related bid documents and bid responses. 	
i.	Local Agency Plan Check Fees	Ed. Code Section 17072.35
j.	Preliminary Site Tests	
k.	Engineering Fees	

*These costs are recognized as components of allowable costs pursuant to EC Section 17072.35, and may be included as allowable expenditures under the New Construction program.

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2. New Construction - Separate Apportionment for Site Acquisition Costs
Charter Schools Facilities Program - Separate Apportionment for Site Acquisition Costs
Common Eligible Project Expenditures

	Type of Expenditure	Authority
Site Acquisition		
a.	Purchase Price of Property – provided site was not previously funded under Lease-Purchase Program or School Facility Program. Eligible purchase expenditure is the lesser of the appraised value (submitted within six months of a complete Form SAB 50-04) or actual site cost.	Ed. Code Sections 17072.12, 17072.35 & SFP Reg. Section 1859.74
Site (Other) (4 % Allowance)		
b.	Appraisal Fees	Ed. Code Section 17072.35 & SFP Reg. Sections 1859.74, 1859.74(2) or 1859.74(3), as appropriate
c.	Escrow Fees	
d.	Legal Fees associated with: <ul style="list-style-type: none">• The review of site acquisition documents• Site condemnation or relocation proceedings.• The review of the SFP project-related lease agreements.	
e.	Litigation costs not to exceed the total SFP project funding Apportionment.	
f.	Preparation of POESA and PEA when required by the Department of Toxic Substances Control.	
g.	Survey Costs	
DTSC Fees		

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	Type of Expenditure	Authority
h.	DTSC Phase One Environmental Site Assessment (POESA) fees, Preliminary Environmental/ Endangerment Assessment (PEA) fees, and Response Action costs paid to the Department of Toxic Substances Control.	Ed. Code Sections 17072.13 & 17072.35
Hazardous Waste Removal		
i.	CEQA expenditures as long as they are not for services rendered by district personnel.	Ed. Code Sections 17072.13 & 17072.35
j.	Hazardous waste removal costs - only when associated with a Department of Toxic Substances Control issued determination of a need for a Remedial Action Plan, Removal Action Work Plan or Supplemental Site Investigation Plan to address necessary cleanup. Including: <ul style="list-style-type: none">Expenses for Remedial Action Plan and/or Removal Action Work Plan if acted upon.Expenses for public participation if Remedial Action Plan and/or Removal Action Work Plan acted upon.Expenses for Supplemental Site Investigation with a Remedial Action Plan and/or Removal Action Work PlanExpenses for Voluntary Cleanup Agreement and/or School Cleanup Agreement	
Relocation Assistance		
k.	Relocation Assistance – as long as expenditures conform to Title 25, CCR, Section 6000. This includes expenditures for the following: <ul style="list-style-type: none">Residential Tenant Occupant Moving expensesRental Assistance – payment not to exceed \$5,250 Last Resort Housing	Ed. Code Sections 17072.13, 17072.35 & CA Code of Reg., Title 25, Section 6000

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	Type of Expenditure	Authority
	<ul style="list-style-type: none">• Residential Owner Occupant Moving expenses Replacement Housing – Not to exceed \$25,500• Business• Moving expenses – In addition, a displaced business owner may file a claim for the following: The cost directly related to modifying machinery, equipment, or other personal property to adopt it to the new site. The cost of any license, permit, or certification to reestablish a business at a new location The reasonable cost of any professional services necessary for planning the move, moving the property, or installation of property at the replacement site. When an item is not moved but replaced with a comparable item, reimbursement shall be the lesser of replacement cost or estimated cost of moving by professional mover.• Losses of Tangible Personal Property• Searching for a Replacement Site• Re-establishment Expenses• In Lieu Payments - Any displaced person who moves or discontinues their business may elect to receive a fixed relocation payment "in lieu" of moving, losses of tangible property, searching, and reestablishment costs.	

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**3. New Construction - Adjusted Grant
Charter Schools Facilities Program - Adjusted Grant
Common Eligible Project Expenditures**

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
a.	Construction Management Fees	Ed. Code Section 17072.35
b.	Building Construction Costs – Including: <ul style="list-style-type: none"> • Foundations • Structures • Exterior & Interior Finishes • Fittings & Fixtures • Plumbing • Electrical • Mechanical • Shade Structures • Solar or Alternative Energy Source Components 	
c.	Construction Security (Campus Security and administrative overhead – not eligible)	Ed. Code Section 17072.35*
d.	Construction Tests	Ed. Code Section 17072.35
e.	Costs incurred to initiate, enforce and maintain a LCP, which may include school district “third party providers” costs, district’s own Force Account labor costs, or construction manager costs.	Labor Code Section 1771.1 (a) & (b) & SFP Reg. Section 1859.79.2
f.	Force Account Labor – complies with the Public Contract Code and is specific to the project, adhering to the following criteria outlined in Section 20114: <ul style="list-style-type: none"> • For school districts with an average daily attendance less than 35,000, the total number of hours on the job does not exceed 350 hours • For school districts with an average daily attendance of 35,000 or greater, the total number of hours on the job does not exceed 750 hours or when the cost of material does not exceed \$21,000. 	PCC Section 20114

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CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	<ul style="list-style-type: none"> Must be work that involves a skilled trade. <p>To be eligible must be supported by time cards or time logs.</p>	
g.**	<p>General Site Development within school property lines (Including but not limited to):</p> <ul style="list-style-type: none"> Finish Grading Roads and Driveways Sidewalks, stairs, & Ramps Parking Area Curbs and Gutters Turfed/Paved Play Area Playground Equipment Surface Drains & Play Area V-Gutters at Parking Lot Landscaping & Irrigation System Site Lighting Fencing & Outdoor Walls 	SFP Reg. Section 1859.76 (d)
h.	Inspections – For services provided during construction of project.	Ed. Code Section 17072.35
i.**	<p>Off-Site Development costs on up to two immediately adjacent sides of the site (see SFP Regulation Section 1859.76(b) for detail). Including:</p> <ul style="list-style-type: none"> Curbs & Gutters Sidewalks Street Light, Planting Areas, Street Signs, Traffic Signals, Etc., Mandated by Local Ordinances Special District Fees Storm Drains to Point of Connection Safety Paths 	SFP Reg. Section 1859.76 (b)
j.**	Service Site Development costs within school	SFP Reg. Section

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CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	<p>property lines (see SFP Regulation Section 1859.76(a) for detail). Including:</p> <ul style="list-style-type: none"> • Site Clearance • Demolition • Rerouting Utility Lines • Rough Grading • Soil Compaction • Storm Drains • Erosion Control • Outside Stairs & Retaining Walls • Relocation of Existing Portables • Fire Code Requirements • Multi-Level Parking 	1859.76(a)
k.**	<p>Utility Service costs associated with the CDE approved site size that are necessary to serve the master planned capacity of the site (see SFP Regulation Section 1859.76(c) for more information) as follows:</p> <ul style="list-style-type: none"> • Water • Sewage • Gas • Electric • Communication systems 	SFP Reg. Section 1859.76(c)
l.	<p>Furniture and Equipment that meet all of the criteria as described in Government Code Section 16727 and the California School Accounting Manual (CSAM), Procedure 770 as follows:</p> <ul style="list-style-type: none"> • Lasts more than two years. • It is typically repaired rather than replaced. • It is an independent unit (rather than being incorporated into another unit item). • The cost of tagging and inventory is a small percentage of the item cost. • Not operational or administrative costs. 	Ed. Code Section 17072.35 & CSAM Procedure 770

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CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	<p>It exceeds the minimum dollar value of capitalization threshold established by the local educational agency, but in no case should the threshold be less than \$5,000. The following types of furniture and equipment are examples that would be eligible if they met the criteria for CSAM Procedure 770:</p> <ul style="list-style-type: none"> • Projectors • Smart Boards • Freezers • Refrigerators • Stoves • Exercise equipment – Only if available for use by all students 	
m.	<p>Furniture and Equipment:</p> <ul style="list-style-type: none"> • Desks • Chairs • Built-in Storage • Cabinets • Window Coverings • White/Chalk Boards • Library Books 	Ed. Code Section 17072.35
n.	Demolition Costs	Ed. Code Section 17072.35
o.	Interim Housing – only eligible if new construction additions are to an existing site where classrooms temporarily are inaccessible or unsafe to house students during construction.	Ed. Code Section 17072.35*

*These costs are recognized as components of allowable costs pursuant to EC Section 17072.35, and may be included as allowable expenditures under the New Construction program.

**Eligible expenditures in these sections may exceed the amounts requested on the Funding Application.

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**4. Modernization - Separate Apportionment for Design Costs
Or Adjusted Grant
Common Eligible Project Expenditures**

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Advertising for Construction Bids	Ed Code Section 17074.25
b.	Architect's Fee for Plans	
c.	CDE Plan Check Fee	
d.	California Environmental Quality Act (CEQA) Associated Costs	SFP Reg. Section 1859.105
e.	Consultant Fees – specific to SFP project(s) (prorate if necessary)	Ed Code Section 17074.25*
f.	Division of the State Architect (DSA) Plan Check Fee	Ed Code Section 17074.25
g.	Energy Analysis Fee	Ed Code Section 17074.25*
h.	Legal Fees associated with: <ul style="list-style-type: none"> The review of the SFP project-related lease agreements. The review of the SFP project-related contracts between districts and contractors, architects, construction managers or engineers. The review of the SFP project-related bid documents and bid responses. 	
i.	Local Agency Plan Check Fees	Ed Code Section 17074.25
j.	Preliminary Site Tests	
k.	Engineering Fees	

*These costs are recognized as components of allowable costs pursuant to EC Section 17074.25, and may be included as allowable expenditures under the Modernization program.

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**5. Modernization - Adjusted Grant
Common Eligible Project Expenditures**

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
a.	Construction Management Fees	Ed Code Section 17074.25
b.	Building Construction Costs – Including: <ul style="list-style-type: none"> • Foundations • Structures • Exterior & Interior Finishes • Fittings & Fixtures • Plumbing • Electrical • Mechanical • Shade Structures • Solar or Alternative Energy Source Components 	
c.	Construction Security (Campus Security not eligible and administrative overhead not eligible)	Ed Code Section 17074.25*
d.	Construction Tests	Ed Code Section 17074.25
e.	Costs incurred to initiate, enforce and maintain a LCP, which may include school district “third party providers” costs, district’s own Force Account labor costs, or construction manager costs.	Labor Code Section 1771.1 (a) & (b) & SFP Reg. Section 1859.79.2
f.	Force Account Labor – complies with the Public Contract Code and is specific to the project, adhering to the following criteria outlined in Section 20114: <ul style="list-style-type: none"> • For school districts with an average daily attendance less than 35,000, the total number of hours on the job does not exceed 350 hours • For school districts with an average daily attendance of 35,000 or greater, the total number of hours on the job does not exceed 750 hours or when the cost of material does not exceed \$21,000. • Must be work that involves a skilled trade. 	PCC Section 20114

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CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	To be eligible must be supported by time cards or time logs.	
g.	Inspections – For services provided during construction of the project.	Ed Code Section 17074.25
h.**	Utility Services – Only if approved for fifty years or older permanent building Modernization project (see SFP Regulation Section 1859.78.7).	Ed Code Section 17074.25 & SFP Reg. Section 1859.78.7
i.	<p>Furniture and Equipment that meet all of the criteria as described in the California School Accounting Manual (CSAM), Procedure 770 as follows:</p> <ul style="list-style-type: none"> • Lasts more than one year. • It is typically repaired rather than replaced. • It is an independent unit (rather than being incorporated into another unit item). • The cost of tagging and inventory is a small percentage of the item cost. • Not operational or administrative costs. <p>It exceeds the minimum dollar value of capitalization threshold established by the local educational agency. The following types of furniture and equipment are examples that would be eligible if they met the criteria for CSAM Procedure 770:</p> <ul style="list-style-type: none"> • Projectors • Smart Boards • Freezers • Refrigerators • Stoves • Exercise equipment – Only if available for use by all students 	Ed Code Section 17074.25 & CSAM Procedure 770
j.	<p>Furniture and Equipment:</p> <ul style="list-style-type: none"> • Desks 	Ed Code Section 17074.25

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CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	<ul style="list-style-type: none">• Chairs• Built-in Storage• Cabinets• White/Chalk Boards• Library Books	
k.	Demolition Costs – the cost must be attributable to replacement of “like kind” building area (see SFP Regulation Section 1859.79.2(a)).	Ed Code Section 17074.25
l.	Interim Housing	Ed Code Section 17074.25*
m.	Removal of hazardous waste from a modernization project the DTSC has declared unsafe which does not exceed ten percent of the total modernization Apportionment.	SFP Reg. Section 1859.74.2 (c)

*These costs are recognized as components of allowable costs pursuant to EC Section 17074.25, and may be included as allowable expenditures under the Modernization program.

**Eligible expenditures in these sections may exceed the amounts requested on the Funding Application.

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6. Career Technical Education Facilities Program - New Construction Common Eligible Project Expenditures

To be considered eligible, a cost must be part of the detailed project cost estimate approved by Office of Public School Construction.

PLANNING COSTS		
	Type of Expenditure	Authority
a.	Advertising for Construction Bids	Ed Code Section 17078.72 (a) & SFP Reg. Section 1859.193(a)&(b)
b.	Architect's Fee for Plans	
c.	CDE Plan Check Fee	
d.	California Environmental Quality Act (CEQA) Associated Costs	Ed Code Section 17078.72(a) & SFP Reg. Section 1859.193(a)&(b)
e.	Consultant Fees – specific to SFP project (prorate if necessary)	
f.	Division of the State Architect (DSA) Plan Check Fee	Ed Code Section 17078.72(a) & SFP Reg. Section 1859.193(a)&(b)
g.	Energy Analysis Fee	Ed Code Section 17078.72 (a) & SFP Reg. Section 1859.193(a)&(b)
h.	Legal Fees associated with: <ul style="list-style-type: none"> The review of the SFP project-related lease agreements. The review of the SFP project-related contracts between districts and contractors, architects, construction managers or engineers. The review of the SFP project-related bid documents and bid responses. 	
i.	Local Agency Plan Check Fees	Ed Code Section 17078.72(a) & SFP Reg. Section 1859.193(a)&(b)
j.	Preliminary Site Tests	

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ENGINEERING COSTS		
	Type of Expenditure	Authority
k.	Engineering Fees	Ed Code Section 17078.72 (a) & SFP Reg. Section 1859.193(a)&(b)

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
l.	Construction Management Fees	Ed Code Section 17078.72 & SFP Reg. Section 1859.193(a)&(b)
m.	Building Construction Costs	
n.	Construction Security (Campus Security not eligible and administrative overhead – not eligible)	
o.	Construction Tests	
p.	Costs incurred to initiate, enforce and maintain a LCP, which may include school district “third party providers” costs, district’s own Force Account labor costs, or construction manager costs.	Labor Code Section 1771.1(a) & (b) & SFP Reg. Section 1859.193(a)(4) & (b)(5)
q.	Energy Conservation Costs	Ed Code Section 17078.72 (a)
r.	<p>Force Account Labor – complies with the Public Contract Code and is specific to the project, adhering to the following criteria outlined in Section 20114:</p> <ul style="list-style-type: none"> For school districts with an average daily attendance less than 35,000, the total number of hours on the job does not exceed 350 hours For school districts with an average daily attendance of 35,000 or greater, the total number of hours on the job does not exceed 750 hours or when the cost of material does not exceed \$21,000. Must be work that involves a skilled trade. <p>To be eligible must be supported by time cards or time logs.</p>	PCC Section 20114

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s.**	General Site Development (Not allowed as part of Career Technical Educational Facilities Project included in a New Construction Grant) within school property lines (Including but not limited to): <ul style="list-style-type: none"> • Finish Grading • Roads and Driveways • Sidewalks, stairs, & Ramps • Parking Area • Curbs and Gutters • Turfed/Paved Play Area • Playground Equipment • Surface Drains & Play Area • V-Gutters at Parking Lot • Landscaping & Irrigation System • Site Lighting • Fencing & Outdoor Walls 	Ed Code Section 17078.72 & SFP Reg. Section 1859.193(a)&(b)
t.	Inspections	
u.**	Off-Site Development costs on up to two immediately adjacent sides of the site (Not allowed as part of Career Technical Educational Facilities Project included in a New Construction Grant) (see SFP Regulation Section 1859.76(b) for detail). Including: <ul style="list-style-type: none"> • Curbs & Gutters • Sidewalks • Street Light, Planting Areas, Street Signs, Traffic Signals, Etc., Mandated by Local Ordinances • Special District Fees • Storm Drains to Point of Connection • Safety Paths 	
v.**	Service Site Development (Not allowed as part of Career Technical Educational Facilities Project included in a New Construction Grant) costs within school property lines (see SFP Regulation Section 1859.76(a) for detail). Including: <ul style="list-style-type: none"> • Site Clearance • Demolition • Rerouting Utility Lines • Rough Grading 	SFP Reg. Section 1859.193 (a)&(b)(3)

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	<ul style="list-style-type: none">• Soil Compaction• Storm Drains• Erosion Control• Outside Stairs & Retaining Walls• Relocation of Existing Portables• Fire Code Requirements• Multi-Level Parking	
w.**	<p>Utility Service costs associated with the CDE approved site size that are necessary to serve the master planned capacity of the site – Prorated, if necessary for any excess capacity not needed by a Career Technical Education Facilities Program project (Not allowed as part of Career Technical Educational Facilities Project included in a New Construction Grant) (see SFP Regulation Section 1859.76(c) for more information) as follows:</p> <ul style="list-style-type: none">• Water• Sewage• Gas• Electric• Communication systems	SFP Reg. Section 1859.193 (a)&(b)(4)
x.	<p>Equipment expenditures for Career Technical Education Facilities Program projects – as approved by the California Department of Education (CDE). The CDE approved equipment list must be submitted with the application for funding and later approved by the SAB. Equipment must also have an average life expectancy of at least 10 years.</p>	Approved by CDE & Ed Code Section 17078.72(a)

**Eligible expenditures in these sections may exceed the amounts requested on the Funding Application.

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7. Career Technical Education Facilities Program - Modernization Common Eligible Project Expenditures

To be considered eligible, a cost must be part of the detailed project cost estimate approved by the Office of Public School Construction.

	Type of Expenditure	Authority
a.	Advertising for Construction Bids	Ed Code Section 17078.72(a) & SFP Reg. Section 1859.193(c)
b.	Architect's Fee for Plans	
c.	CDE Plan Check Fee	
d.	California Environmental Quality Act (CEQA) Associated Costs	Ed Code Section 17078.72(a) & SFP Reg. Section 1859.193(c)
e.	Consultant Fees – specific to SFP project (prorate if necessary)	
f.	Division of the State Architect (DSA) Plan Check Fee	Ed Code Section 17078.72 (a) & SFP Reg. Section 1859.193(c)
g.	Energy Analysis Fee	Ed Code Section 17078.72 (a) & SFP Reg. Section 1859.193(c)
h.	Legal Fees associated with: <ul style="list-style-type: none"> The review of the SFP project-related lease agreements. The review of the SFP project-related contracts between districts and contractors, architects, construction managers or engineers. The review of the SFP project-related bid documents and bid responses. 	
i.	Local Agency Plan Check Fees	Ed Code Section 17078.72(a) & SFP Reg. Section 1859.193(c)
j.	Preliminary Site Tests	
k.	Engineering Fees	
l.	Construction Management Fees	
m.	Building Construction Costs	
n.	Construction Security (Campus Security not eligible and administrative overhead – not eligible)	Ed Code Section 17078.72 (a) & SFP Reg. Section 1859.193(c)

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	Type of Expenditure	Authority
o.	Construction Tests	Ed Code Section 17078.72 (a) & SFP Reg. Section 1859.193(c)
p.	Costs incurred to initiate, enforce and maintain a LCP, which may include school district "third party providers" costs, district's own Force Account labor costs, or construction manager costs.	Labor Code Section 1771.1 (a) & (b) & SFP Reg. Section 1859.193(c)(5)
q.	Energy Conservation Costs	Ed Code Section 17078.72 (a) & SFP Reg. Section 1859.193(c)
r.	<p>Force Account Labor – complies with the Public Contract Code and is specific to the project, adhering to the following criteria outlined in Section 20114:</p> <ul style="list-style-type: none"> For school districts with an average daily attendance less than 35,000, the total number of hours on the job does not exceed 350 hours For school districts with an average daily attendance of 35,000 or greater, the total number of hours on the job does not exceed 750 hours or when the cost of material does not exceed \$21,000. Must be work that involves a skilled trade. <p>To be eligible must be supported by time cards or time logs.</p>	PCC Section 20114
s.**	<p>General Site Development within school property lines (Including but not limited to):</p> <ul style="list-style-type: none"> Finish Grading Roads and Driveways Sidewalks, stairs, & Ramps Parking Area Curbs and Gutters Turfed/Paved Play Area 	Ed Code Section 17078.72 (a) & SFP Reg. Section 1859.193(c)

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	Type of Expenditure	Authority
	<ul style="list-style-type: none"> • Playground Equipment • Surface Drains & Play Area • V-Gutters at Parking Lot • Landscaping & Irrigation System • Site Lighting • Fencing & Outdoor Walls 	
t.	Inspections	Ed Code Section 17078.72 (a) & SFP Reg. Section 1859.193(c)
u.**	<p>Off-Site Development costs on up to two immediately adjacent sides of the site (see SFP Regulation Section 1859.76(b) for detail). Including:</p> <ul style="list-style-type: none"> • Curbs & Gutters • Sidewalks • Street Light, Planting Areas, Street Signs, Traffic Signals, Etc., Mandated by Local Ordinances • Special District Fees • Storm Drains to Point of Connection • Safety Paths 	
v.**	<p>Service Site Development costs within school property lines (see SFP Regulation Section 1859.76(a) for detail). Including:</p> <ul style="list-style-type: none"> • Site Clearance • Demolition • Rerouting Utility Lines • Rough Grading • Soil Compaction • Storm Drains • Erosion Control • Outside Stairs & Retaining Walls • Relocation of Existing Portables • Fire Code Requirements • Multi-Level Parking 	
w.**	Utility Service costs associated with the CDE approved site size that are necessary to serve the master planned capacity of the site – Prorated, if necessary for any excess capacity not needed by Career Technical Education Facilities Program	SFP Reg. Section 1859.193 (c)(4)

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	Type of Expenditure	Authority
	project (see SFP Regulation Section 1859.76(c) for more information) as follows: <ul style="list-style-type: none">• Water• Sewage• Gas• Electric• Communication systems	
x.	Equipment expenditures for Career Technical Education Facilities Program projects – Equipment must have been approved by the California Department of Education (CDE). The CDE approved equipment list must be submitted with the application for funding and later approved by the SAB. Equipment must also have an average life expectancy of at least 10 years.	Approved by CDE & Ed Code Section 17078.72(a)

**Eligible expenditures in these sections may exceed the amounts requested on the Funding Application.

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**8. Facility Hardship (Non-Seismic) - Replacement
Separate Apportionment for Design Costs Or Adjusted Grant
Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Advertising for Construction Bids	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
b.	Architect's Fee for Plans	
c.	CDE Plan Check or Site Review Fee	
d.	California Environmental Quality Act (CEQA) Associated Costs	SFP Reg. Sections 1859.105 & 1859.82
e.	Consultant Fees – specific to SFP project(s) (prorate if necessary)	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82
f.	Division of the State Architect (DSA) Plan Check Fee	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
g.	Energy Analysis Fee	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82
h.	Legal Fees associated with: <ul style="list-style-type: none"> The review of the SFP project-related lease agreements. The review of the SFP project-related contracts between districts and contractors, architects, construction managers or engineers. 	

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DESIGN COSTS		
	Type of Expenditure	Authority
	<ul style="list-style-type: none">The review of the SFP project-related bid documents and bid responses.	
i.	Local Agency Plan Check Fees	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
j.	Preliminary Site Tests	
k.	Engineering Fees	

*These costs are recognized as components of allowable costs pursuant to EC Section 17072.35, and may be included as allowable expenditures under the New Construction program.

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**9. Facility Hardship (Non-Seismic) – Replacement
Separate Apportionment for Site Acquisition Costs
Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

	Type of Expenditure	Authority
Site Acquisition		
a.	Purchase Price of Property – provided site was not previously funded under Lease-Purchase Program or School Facility Program. Eligible purchase expenditure is the lesser of the appraised value (submitted within six months of a complete Form SAB 50-04) or actual purchase price.	Ed. Code Section 17072.12, 17072.35 & SFP Reg. Sections 1859.74 & 1859.82
Site (Other) (4 % Allowance)		
b.	Appraisal Fees	Ed. Code Section 17072.35 & SFP Sections 1859.74, 1859.74(2), or 1859.74(3), as appropriate & 1859.82
c.	Escrow Fees	
d.	CDE Site Review Costs	
e.	Legal Fees associated with: <ul style="list-style-type: none"> The review of site acquisition documents. Site condemnation or relocation proceedings. The review of the SFP project-related lease agreements. 	
f.	Litigation costs not to exceed the total SFP project funding apportionment.	

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	Type of Expenditure	Authority
g.	Preparation of POESA and PEA when required by the Department of Toxic Substances Control.	
h.	Survey Costs	
DTSC Fees		
i.	DTSC Phase One Environmental Site Assessment (POESA) fees, Preliminary Environmental/ Endangerment Assessment (PEA) fees, and Response Action costs paid to the Department of Toxic Substances Control.	Ed. Code Sections 17072.13 & 17072.35 & SFP Reg. Section 1859.82
Hazardous Waste Removal		
j.	CEQA expenditures as long as they are not for services rendered by district personnel.	Ed. Code Sections 17072.13 & 17072.35 & SFP Reg. Section 1859.82
k.	Hazardous waste removal costs - only when associated with a Department of Toxic Substances Control issued determination of a need for a Remedial Action Plan, Removal Action Work Plan or Supplemental Site Investigation Plan to address necessary cleanup. Including: <ul style="list-style-type: none">• Expenses for Remedial Action Plan and/or Removal Action Work Plan if acted upon.• Expenses for public participation if Remedial Action Plan and/or Removal Action Work Plan acted upon.• Expenses for Supplemental Site Investigation with a Remedial Action Plan and/or Removal Action Work Plan• Expenses for Voluntary Cleanup Agreement and/or School Cleanup Agreement	

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	Type of Expenditure	Authority
Relocation Assistance		
I.	<p>Relocation Assistance – as long as expenditures conform to Title 25, CCR, Section 6000. This includes expenditures for the following:</p> <ul style="list-style-type: none">• Residential Tenant Occupant Moving expenses Rental Assistance – payment not to exceed \$5,250 Last Resort Housing• Residential Owner Occupant Moving expenses Replacement Housing – Not to exceed \$25,500• Business Moving expenses – In addition, a displaced business owner may file a claim for the following: <p>The cost directly related to modifying machinery, equipment, or other personal property to adopt it to the new site.</p> <p>The cost of any license, permit, or certification to reestablish a business at a new location</p> <p>The reasonable cost of any professional services necessary for planning the move, moving the</p>	<p>Ed. Code Section(s) 17072.13, 17072.35 & CA Code of Reg., Title 25, Section 6000 & SFP Reg. Section 1859.82</p>

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	Type of Expenditure	Authority
	<p>property, or installation of property at the replacement site</p> <p>When an item is not moved but replaced with a comparable item, reimbursement shall be the lessor of replacement cost or estimated cost of moving by professional mover.</p> <ul style="list-style-type: none">• Losses of Tangible Personal Property• Searching for a Replacement Site• Re-establishment Expenses• In Lieu Payments - Any displaced person who moves or discontinues their business may elect to receive a fixed relocation payment "in lieu" of moving, losses of tangible property, searching, and reestablishment costs.	

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**10. Facility Hardship (Non-Seismic) - Replacement
Adjusted Grant
Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
a.	Construction Management Fees	
b.	Building Construction Costs – Including: <ul style="list-style-type: none"> • Foundations • Structures • Exterior & Interior Finishes • Fittings & Fixtures • Plumbing • Electrical • Mechanical 	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
c.	Construction Security (Campus Security and administrative overhead – not eligible)	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82
d.	Construction Tests	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
e.	Costs incurred to initiate, enforce and maintain a LCP, which may include school district “third party providers” costs, district’s own Force Account labor costs, or construction manager costs.	Labor Code Section 1771.1 (a) & (b) & SFP Reg. Section 1859.79.2 & 1859.82
f.	Force Account Labor – complies with the Public	PCC Section

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CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	<p>Contract Code and is specific to the project, adhering to the following criteria outlined in Section 20114:</p> <ul style="list-style-type: none"> For school districts with an average daily attendance less than 35,000, the total number of hours on the job does not exceed 350 hours For school districts with an average daily attendance of 35,000 or greater, the total number of hours on the job does not exceed 750 hours or when the cost of material does not exceed \$21,000. Must be work that involves a skilled trade. <p>To be eligible must be supported by time cards or time logs.</p>	20114 & SFP Reg. Section 1859.82
g.**	<p>General Site Development within school property lines (Including but not limited to):</p> <ul style="list-style-type: none"> Finish Grading Roads and Driveways Sidewalks, stairs, & Ramps Parking Area Curbs and Gutters Turfed/Paved Play Area Playground Equipment Surface Drains & Play Area V-Gutters at Parking Lot Landscaping & Irrigation System Site Lighting Fencing & Outdoor Walls 	SFP Reg. Section 1859.76 (d) & 1859.82
h.	Inspections – For services provided during construction of project.	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
i.**	Off-Site Development costs on up to two	SFP Reg. Section

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CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	<p>immediately adjacent sides of the site (see SFP Regulation Section 1859.76(b) for detail). Including:</p> <ul style="list-style-type: none"> • Curbs & Gutters • Sidewalks • Street Light, Planting Areas, Street Signs, Traffic Signals, Etc., Mandated by Local Ordinances • Special District Fees • Storm Drains to Point of Connection • Safety Paths 	1859.76(b) & 1859.82
j.**	<p>Service Site Development costs within school property lines (see SFP Regulation Section 1859.76(a) for detail). Including:</p> <ul style="list-style-type: none"> • Site Clearance • Demolition • Rerouting Utility Lines • Rough Grading • Soil Compaction • Storm Drains • Erosion Control • Outside Stairs & Retaining Walls • Relocation of Existing Portables • Fire Code Requirements • Multi-Level Parking 	SFP Reg. Section 1859.76 (a) & 1859.82
k.**	<p>Utility Service costs associated with the CDE approved site size that are necessary to serve the master planned capacity of the site (see SFP Regulation Section 1859.76(c) for more information) as follows:</p> <ul style="list-style-type: none"> • Water • Sewage • Gas • Electric 	SFP Reg. Section 1859.76(c) & 1859.82

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CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	<ul style="list-style-type: none"> Communication systems 	
l.	<p>Furniture and Equipment that meet all of the criteria as described in the California School Accounting Manual (CSAM), Procedure 770 as follows:</p> <ul style="list-style-type: none"> Lasts more than one year. It is typically repaired rather than replaced. It is an independent unit (rather than being incorporated into another unit item). The cost of tagging and inventory is a small percentage of the item cost. It exceeds the minimum dollar value of capitalization threshold established by the local educational agency. The following types of furniture and equipment are examples that would be eligible if they met the criteria for CSAM Procedure 770: Projectors Smart Boards Freezers Refrigerators Stoves Exercise equipment – Only if available for use by all students 	Ed. Code Section 17072.35 & CSAM Procedure 770 & SFP Reg. Section 1859.82
m.	<p>Furniture and Equipment:</p> <ul style="list-style-type: none"> Desks Chairs Built-in Storage Cabinets Window Coverings White/Chalk Boards Library Books 	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
n.	Demolition Costs	Ed. Code Section 17072.35 & SFP Reg. Section

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CONSTRUCTION COSTS		
	Type of Expenditure	Authority
		1859.82
o.	Interim Housing – only eligible if new construction additions are to an existing site where classrooms temporarily are inaccessible or unsafe to house students during construction.	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82

*These costs are recognized as components of allowable costs pursuant to EC Section 17072.35, and may be included as allowable expenditures under the New Construction program.

**Eligible expenditures in these sections may exceed the amounts requested on the Funding Application.

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**11. Facility Hardship (Non-Seismic) - Rehabilitation
Separate Apportionment for Design Costs
Or Adjusted Grant
Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Advertising for Construction Bids	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
b.	Architect's Fee for Plans	
c.	CDE Plan Check or Site Review Fee	
d.	California Environmental Quality Act (CEQA) Associated Costs	SFP Regulation Sections 1859.105 &1859.82
e.	Consultant Fees – specific to SFP project(s) (prorate if necessary)	Ed Code Section 17074.25* & SFP Reg. Section 1859.82
f.	Division of the State Architect (DSA) Plan Check Fee	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
g.	Energy Analysis Fee	Ed Code Section 17074.25* & SFP Reg. Section 1859.82
h.	Legal Fees associated with: <ul style="list-style-type: none"> The review of the SFP project-related lease agreements. The review of the SFP project-related contracts between districts and contractors, 	

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DESIGN COSTS		
	Type of Expenditure	Authority
	architects, construction managers or engineers. <ul style="list-style-type: none">The review of the SFP project-related bid documents and bid responses.	
i.	Local Agency Plan Check Fees	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
j.	Preliminary Site Tests	
k.	Engineering Fees	

*These costs are recognized as components of allowable costs pursuant to EC Section 17074.25, and may be included as allowable expenditures under the Modernization program.

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**12. Facility Hardship (Non-Seismic) - Rehabilitation
Adjusted Grant
Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
a.	Construction Management Fees	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
b.	Building Construction Costs – Including: <ul style="list-style-type: none"> • Foundations • Structures • Exterior & Interior Finishes • Fittings & Fixtures • Plumbing • Electrical • Mechanical 	
c.	Construction Security (Campus Security not eligible and administrative overhead not eligible)	Ed Code Section 17074.25* & SFP Reg. Section 1859.82
d.	Construction Tests	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
e.	Costs incurred to initiate, enforce and maintain a LCP, which may include school district “third party providers” costs, district’s own Force Account labor costs, or construction manager costs.	Labor Code Section 1771.1 (a) & (b) & SFP Reg. Section 1859.79.2 & 1859.82
f.	Force Account Labor – complies with the Public Contract Code and is specific to the project, adhering	PCC Section 20114 & SFP

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CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	<p>to the following criteria outlined in Section 20114:</p> <ul style="list-style-type: none"> For school districts with an average daily attendance less than 35,000, the total number of hours on the job does not exceed 350 hours For school districts with an average daily attendance of 35,000 or greater, the total number of hours on the job does not exceed 750 hours or when the cost of material does not exceed \$21,000. Must be work that involves a skilled trade. <p>To be eligible must be supported by time cards or time logs.</p>	Reg. Section 1859.82
g.	Inspections – For services provided during construction of the project.	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
h.**	Utility Services – Only if approved for 50 years or older permanent building Modernization project (see SFP Regulation Section 1859.78.7).	Ed Code Section 17074.25 & SFP Reg. Sections 1859.78.7 & 1859.82
i.	Demolition Costs	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
j.	Interim Housing	Ed Code Section 17074.25* & SFP Reg. Section 1859.82

*These costs are recognized as components of allowable costs pursuant to EC Section 17074.25, and may be included as allowable expenditures under the Modernization program.

**Eligible expenditures in these sections may exceed the amounts requested on the Funding Application.

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**13. Facility Hardship (Seismic) – Replacement
Separate Apportionment for Design Costs
Or Adjusted Grant
Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract must be executed on or after May 20, 2006.

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Advertising for Construction Bids	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
b.	Architect's Fee for Plans	
c.	CDE Plan Check or Site Review Fee	
d.	California Environmental Quality Act (CEQA) Associated Costs	SFP Reg. Section 1859.105 & 1859.82
e.	Consultant Fees – specific to SFP project(s) (prorate if necessary)	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82
f.	Division of the State Architect (DSA) Plan Check Fee	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
g.	Energy Analysis Fee	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82
h.	Legal Fees associated with: <ul style="list-style-type: none"> The review of the SFP project-related lease agreements. The review of the SFP project-related contracts between districts and contractors, 	

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DESIGN COSTS		
	Type of Expenditure	Authority
	architects, construction managers or engineers. <ul style="list-style-type: none">The review of the SFP project-related bid documents and bid responses.	
i.	Local Agency Plan Check Fees	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
j.	Preliminary Site Tests	
k.	Engineering Fees	

*These costs are recognized as components of allowable costs pursuant to EC Section 17072.35, and may be included as allowable expenditures under the New Construction program.

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**14. Facility Hardship (Seismic) – Replacement
Separate Apportionment for Site Acquisition Costs
Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract must be executed on or after May 20, 2006

	Type of Expenditure	Authority
Site Acquisition		
a.	Purchase Price of Property – provided site was not previously funded under Lease-Purchase Program or School Facility Program. Eligible purchase expenditure is the lesser of the appraised value (submitted within six months of a complete Form SAB 50-04) or actual purchase price.	Ed. Code Section 17072.12, 17072.35 & SFP Reg. Sections 1859.74 & 1859.82
Site (Other) (4 % Allowance)		
b.	Appraisal Fees	Ed. Code Section 17072.35 & SFP Sections 1859.74, 1859.74(2), or 1859.74(3), as appropriate & 1859.82
c.	Escrow Fees	
d.	Legal Fees associated with: <ul style="list-style-type: none"> The review of site acquisition documents. Site condemnation or relocation proceedings. The review of the SFP project-related lease agreements. 	
e.	Litigation costs not to exceed the total SFP project funding apportionment.	

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	Type of Expenditure	Authority
f.	Preparation of POESA and PEA when required by the Department of Toxic Substances Control.	
g.	Survey Costs	
DTSC Fees		
h.	DTSC Phase One Environmental Site Assessment (POESA) fees, Preliminary Environmental/ Endangerment Assessment (PEA) fees, and Response Action costs paid to the Department of Toxic Substances Control.	Ed. Code Sections 17072.13 & 17072.35 & SFP Reg. Section 1859.82
Hazardous Waste Removal		
i.	CEQA expenditures as long as they are not for services rendered by district personnel.	Ed. Code Sections 17072.13 & 17072.35 & SFP Reg. Section 1859.82
j.	Hazardous waste removal costs - only when associated with a Department of Toxic Substances Control issued determination of a need for a Remedial Action Plan, Removal Action Work Plan or Supplemental Site Investigation Plan to address necessary cleanup. Including: <ul style="list-style-type: none">Expenses for Remedial Action Plan and/or Removal Action Work Plan if acted upon.Expenses for public participation if Remedial Action Plan and/or Removal Action Work Plan acted upon.Expenses for Supplemental Site Investigation with a Remedial Action Plan and/or Removal Action Work PlanExpenses for Voluntary Cleanup Agreement and/or School Cleanup Agreement	

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	Type of Expenditure	Authority
Relocation Assistance		
k.	<p>Relocation Assistance – as long as expenditures conform to Title 25, CCR, Section 6000 . This includes expenditures for the following:</p> <ul style="list-style-type: none">• Residential Tenant Occupant Moving expenses Rental Assistance – payment not to exceed \$5,250 Last Resort Housing• Residential Owner Occupant Moving expenses Replacement Housing – Not to exceed \$25,500• Business Moving expenses – In addition, a displaced business owner may file a claim for the following: <p>The cost directly related to modifying machinery, equipment, or other personal property to adopt it to the new site.</p> <p>The cost of any license, permit, or certification to reestablish a business at a new location</p> <p>The reasonable cost of any professional services necessary for planning the move, moving the property, or installation of property at the replacement site</p> <p>When an item is not moved but replaced with a comparable item, reimbursement shall be the lesser of replacement cost or estimated cost of moving by professional mover.</p>	<p>Ed. Code Section(s) 17072.13, 17072.35 & CA Code of Reg., Title 25, Section 6000 & SFP Reg. Section 1859.82</p>

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	Type of Expenditure	Authority
	<ul style="list-style-type: none">• Losses of Tangible Personal Property• Searching for a Replacement Site• Re-establishment Expenses• In Lieu Payments - Any displaced person who moves or discontinues their business may elect to receive a fixed relocation payment "in lieu" of moving, losses of tangible property, searching, and reestablishment costs.	

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**15. Facility Hardship (Seismic) – Replacement
Adjusted Grant
Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract must be executed on or after May 20, 2006.

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
a.	Construction Management Fees	
b.	Building Construction Costs – Including: <ul style="list-style-type: none"> • Foundations • Structures • Exterior & Interior Finishes • Fittings & Fixtures • Plumbing • Electrical • Mechanical 	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
c.	Construction Security (Campus Security and administrative overhead – not eligible)	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82
d.	Construction Tests	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
e.	Costs incurred to initiate, enforce and maintain a LCP, which may include school district "third party providers" costs, district's own Force Account labor costs, or construction manager costs.	Labor Code Section 1771.1 (a) & (b); SFP Reg. Sections 1859.79.2 &

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CONSTRUCTION COSTS		
	Type of Expenditure	Authority
		1859.82
f.	<p>Force Account Labor – complies with the Public Contract Code and is specific to the project, adhering to the following criteria outlined in Section 20114:</p> <ul style="list-style-type: none"> For school districts with an average daily attendance less than 35,000, the total number of hours on the job does not exceed 350 hours For school districts with an average daily attendance of 35,000 or greater, the total number of hours on the job does not exceed 750 hours or when the cost of material does not exceed \$21,000. Must be work that involves a skilled trade. <p>To be eligible must be supported by time cards or time logs.</p>	PCC Section 20114 & SFP Reg. Section 1859.82
g.**	<p>General Site Development within school property lines (including, but not limited to):</p> <ul style="list-style-type: none"> Finish Grading Roads and Driveways Sidewalks, stairs, & Ramps Parking Area Curbs and Gutters Turfed/Paved Play Area Playground Equipment Surface Drains & Play Area V-Gutters at Parking Lot Landscaping & Irrigation System Site Lighting Fencing & Outdoor Walls 	SFP Reg. Sections 1859.76 (d) & 1859.82
h.	Inspections – For services provided during construction of project.	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82

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CONSTRUCTION COSTS		
	Type of Expenditure	Authority
i.	<p>Off-Site Development costs on up to two immediately adjacent sides of the site (see SFP Regulation Section 1859.76(b) for detail). Including:</p> <ul style="list-style-type: none"> • Curbs & Gutters • Sidewalks • Street Light, Planting Areas, Street Signs, • Traffic Signals, Etc., Mandated by Local Ordinances • Special District Fees • Storm Drains to Point of Connection • Safety Paths 	SFP Reg. Sections 1859.76 (b) & 1859.82
j.**	<p>Service Site Development costs within school property lines (see SFP Regulation Section 1859.76(a) for detail). Including:</p> <ul style="list-style-type: none"> • Site Clearance • Demolition • Rerouting Utility Lines • Rough Grading • Soil Compaction • Storm Drains • Erosion Control • Outside Stairs & Retaining Walls • Relocation of Existing Portables • Fire Code Requirements • Multi-Level Parking 	SFP Reg. Sections 1859.76 (a) & 1859.82
k.**	<p>Utility Service costs associated with the CDE approved site size that are necessary to serve the master planned capacity of the site (see SFP Regulation Section 1859.76(c) for more information) as follows:</p> <ul style="list-style-type: none"> • Water • Sewage • Gas • Electric 	SFP Reg. Sections 1859.76 (c) & 1859.82

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CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	<ul style="list-style-type: none"> Communication systems 	
l.	<p>Furniture and Equipment that meet all of the criteria as described in the California School Accounting Manual (CSAM), Procedure 770 as follows:</p> <ul style="list-style-type: none"> Lasts more than one year. It is typically repaired rather than replaced. It is an independent unit (rather than being incorporated into another unit item). The cost of tagging and inventory is a small percentage of the item cost. It exceeds the minimum dollar value of capitalization threshold established by the local educational agency. The following types of furniture and equipment are examples that would be eligible if they met the criteria for CSAM Procedure 770: Projectors Smart Boards Freezers Refrigerators Stoves Exercise equipment – Only if available for use by all students 	Ed. Code Section 17072.35 & CSAM Procedure 770 & SFP Reg. Section 1859.82
m.	<p>Furniture and Equipment:</p> <ul style="list-style-type: none"> Desks Chairs Built-in Storage Cabinets Window Coverings White/Chalk Boards Library Books 	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
n.	Demolition Costs	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82

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CONSTRUCTION COSTS		
	Type of Expenditure	Authority
o.	Interim Housing – only eligible if new construction additions are to an existing site where classrooms temporarily are inaccessible or unsafe to house students during construction.	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82

*These costs are recognized as components of allowable costs pursuant to EC Section 17072.35, and may be included as allowable expenditures under the New Construction program.

**Eligible expenditures in these sections may exceed the amounts requested on the Funding Application.

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**16. Facility Hardship (Seismic) – Rehabilitation
Separate Apportionment for Design Costs
Or Adjusted Grant
Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract must be executed on or after May 20, 2006.

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Advertising for Construction Bids	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
b.	Architect's Fee for Plans	
c.	CDE Plan Check or Site Review Fee	
d.	California Environmental Quality Act (CEQA) Associated Costs	SFP Reg. Sections 1859.105 & 1859.82
e.	Consultant Fees – specific to SFP project(s) (prorate if necessary)	Ed Code Section 17074.25* & SFP Reg. Section 1859.82
f.	Division of the State Architect (DSA) Plan Check Fee	Ed Code Section 17074.25 & SFP Reg. Section 1859.82

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DESIGN COSTS		
	Type of Expenditure	Authority
g.	Energy Analysis Fee	Ed Code Section 17074.25* & SFP Reg. Section 1859.82
h.	Legal Fees associated with: <ul style="list-style-type: none">• The review of the SFP project-related lease agreements.• The review of the SFP project-related contracts between districts and contractors, architects, construction managers or engineers.• The review of the SFP project-related bid documents and bid responses.	
i.	Local Agency Plan Check Fees	Ed Code Section 17074.25 &
j.	Preliminary Site Tests	
k.	Engineering Fees	SFP Reg. Section 1859.82

*These costs are recognized as components of allowable costs pursuant to EC Section 17074.25, and may be included as allowable expenditures under the Modernization program.

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17. Facility Hardship (Seismic) – Rehabilitation
Adjusted Grant
Common Eligible Project Expenditures

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract must be executed on or after May 20, 2006.

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
a.	Construction Management Fees	
b.	Building Construction Costs – Including: <ul style="list-style-type: none"> • Foundations • Structures • Exterior & Interior Finishes • Fittings & Fixtures • Plumbing • Electrical • Mechanical 	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
c.	Construction Security (Campus Security not eligible and administrative overhead not eligible)	Ed Code Section 17074.25* & SFP Reg. Section 1859.82
d.	Construction Tests	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
e.	Costs incurred to initiate, enforce and maintain a LCP, which may include school district "third party providers" costs, district's own Force Account labor costs, or construction manager costs.	Labor Code Section 1771.1 (a) & (b) & SFP Reg. Section 1859.79.2 & 1859.82

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CONSTRUCTION COSTS		
	Type of Expenditure	Authority
f.	<p>Force Account Labor – complies with the Public Contract Code and is specific to the project, adhering to the following criteria outlined in Section 20114:</p> <ul style="list-style-type: none"> For school districts with an average daily attendance less than 35,000, the total number of hours on the job does not exceed 350 hours For school districts with an average daily attendance of 35,000 or greater, the total number of hours on the job does not exceed 750 hours or when the cost of material does not exceed \$21,000. Must be work that involves a skilled trade. <p>To be eligible must be supported by time cards or time logs.</p>	PCC Section 20114 & SFP Reg. Section 1859.82
g.	Inspections – For services provided during construction of the project.	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
h.**	Utility Services – Only if approved for 50 years or older permanent building Modernization project (see SFP Regulation Section 1859.78.7).	Ed Code Section 17074.25 & SFP Reg. Sections 1859.78.7 & 1859.82
i.	Demolition Costs	Ed Code Sections 17074.25 & 1859.82
j.	Interim Housing	Ed Code Sections 17074.25* & 1859.82

*These costs are recognized as components of allowable costs pursuant to EC Section 17074.25, and may be included as allowable expenditures under the Modernization program.

**Eligible expenditures in these sections may exceed the amounts requested on the Funding Application.

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H. Advisory Listing Detailing Common Ineligible Project Expenditures

The following tables are intended to provide advisory listings of common, but not exhaustive, ineligible Project expenditures.

In addition to the ineligible Project expenditures listed on the following tables, any costs associated with the Grantee's local debt issuance or interest on the Grantee's local bond(s) are also ineligible Project expenditures.

The Grantee may seek written clarification from OPSC for items not included in the lists of eligible and ineligible project expenditures. The local auditor may use the written response from OPSC to guide the audit of the project expenditures.

Below are the links and page numbers to view common ineligible project expenditures specific to the District's project type:

- [New Construction or Charter School Facilities - Design or Adjusted Grant \(Skip to Page 75\)](#)
- [New Construction or Charter School Facilities - Site Acquisition \(Skip to Page 75\)](#)
- [New Construction or Charter School Facilities - Adjusted Grant \(Skip to Page 76\)](#)
- [Modernization - Design or Adjusted Grant \(Skip to Page 78\)](#)
- [Modernization - Adjusted Grant \(Skip to Page 78\)](#)
- [Career Technical Education Facilities Program - New Construction \(Skip to Page 80\)](#)
- [Career Technical Education Facilities Program - Modernization \(Skip to Page 82\)](#)
- [Facility Hardship \(Non-Seismic\) - Replacement Design or Adjusted Grant \(Skip to Page 84\)](#)
- [Facility Hardship \(Non-Seismic\) - Replacement Site Acquisition \(Skip to Page 85\)](#)
- [Facility Hardship \(Non-Seismic\) - Replacement Adjusted Grant \(Skip to Page 86\)](#)
- [Facility Hardship \(Non-Seismic\) - Rehabilitation Design or Adjusted Grant \(Skip to Page 88\)](#)
- [Facility Hardship \(Non-Seismic\) - Rehabilitation Adjusted Grant \(Skip to Page 89\)](#)
- [Facility Hardship \(Seismic\) - Replacement Design or Adjusted Grant \(Skip to Page 90\)](#)
- [Facility Hardship \(Seismic\) - Replacement Site Acquisition \(Skip to Page 91\)](#)
- [Facility Hardship \(Seismic\) - Replacement Adjusted Grant \(Skip to Page 92\)](#)
- [Facility Hardship \(Seismic\) - Rehabilitation Design or Adjusted Grant \(Skip to Page 94\)](#)
- [Facility Hardship \(Seismic\) - Rehabilitation Adjusted Grant \(Skip to Page 95\)](#)

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**1. New Construction – Separate Apportionment for Design Costs
Or Adjusted Grant
Charter Schools Facilities Program – Separate Apportionment for Design Costs
Or Adjusted Grant
Common Ineligible Project Expenditures**

DESIGN COSTS		
	Type of Ineligible Expenditure	Authority
a.	Legal Fees not attributable to the project	Ed Code Section 17072.35
b.	For projects that received Design funds only any site and/or construction related expenditures are not eligible	

**2. New Construction – Separate Apportionment for Site Acquisition Costs
Charter Schools Facilities Program – Separate Apportionment for Site Acquisition Costs
Common Ineligible Project Expenditures**

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
a.	Relocation costs not considered reasonable such as: goodwill not court ordered; the difference between the salvage value and new value of furniture and equipment costs, if the business vendor retains the furniture and equipment.	Ed Code Section 17072.35
b.	For projects that received site funds only (did not receive construction funds) any construction related expenditures are not eligible.	

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**3. New Construction – Adjusted Grant
Charter Schools Facilities Program – Adjusted Grant
Common Ineligible Project Expenditures**

CONSTRUCTION COSTS		
	Type of Ineligible Expenditure	Authority
a.	Administrative and overhead costs including indirect costs for general management.	Ed Code Section 17072.35
b.	Campus supervision going beyond construction site security (such as campus security and administrative overhead).	
c.	Repair of damages incurred during construction are not eligible	
d.	Expenditures associated with Facility Hardship SAB approvals which were not constructed as originally approved (see Regulation Section 1859.82).	
e.	Operational costs (such as service contracts and maintenance expenses or commissioning).	
f.	Supplies as described in the California School Accounting Manual (CSAM), Procedure 770.	Ed Code Section 17072.35 & CSAM Procedure 770
g.	Items not considered Furniture and Equipment because they are considered operational or supplies in nature, including: <ul style="list-style-type: none"> • Computers • Printers • Computer Carts • Teacher and student text books. • Athletic Team supplies/training equipment/uniforms. • Classroom supplies/consumables • Bunsen Burners, test tubes, chemicals, mechanic wrenches, etc. • Golf Carts • Trailers • Trucks/Tractors and cars • Landscape equipment 	

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CONSTRUCTION COSTS		
	Type of Ineligible Expenditure	Authority
	<div>Mowers, etc.<ul style="list-style-type: none">• School maintenance equipment Floor polisher/scrubber, etc.• Cleaning & janitorial supplies• Band equipment/Uniforms• Mascot Uniforms</div>	

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**4. Modernization – Separate Apportionment for Design Costs
Or Adjusted Grant
Common Ineligible Project Expenditures**

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Legal Fees not attributable to the project	Ed Code Section 17074.25
b.	For projects that received Design funds only any construction related expenditures are not eligible	

**5. Modernization – Adjusted Grant
Common Ineligible Project Expenditures**

	Type of Expenditure	Authority
a.	Administrative and overhead costs including indirect costs for general management.	Ed Code Section 17074.25
b.	Campus supervision going beyond construction site security (such as campus security and administrative overhead).	
c.	Repair of damages incurred during construction are not eligible	
d.	Expenditures associated with Facility Hardship SAB approvals which were not constructed as originally approved (see Regulation Section 1859.82).	
e.	Operational costs (such as service contracts and maintenance expenses or commissioning).	
f.	Supplies as described in the California School Accounting Manual (CSAM), Procedure 770.	Ed Code Section 17074.25
g.	Items not considered Furniture and Equipment because they are considered operational or supplies in nature, including: <ul style="list-style-type: none"> Computers Printers Computer Carts Teacher and student text books. Athletic Team supplies/training 	

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	Type of Expenditure	Authority
	<p>equipment/uniforms.</p> <ul style="list-style-type: none">• Classroom supplies/consumables Bunsen Burners, test tubes, chemicals, mechanic wrenches, etc.• Golf Carts• Trailers• Trucks/Tractors and cars• Landscape equipment Mowers, etc.• School maintenance equipment Floor polisher/scrubber, etc.• Cleaning & janitorial supplies• Band equipment/Uniforms• Mascot Uniforms	

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6. Career Technical Education Facilities Program – New Construction Common Ineligible Project Expenditures

	Type of Expenditure	Authority
a.	Acquisition and development of real estate.	Ed Code Section 17078.72 & SFP Reg. Sections 1859.193(a)&(b) & 1859.199
b.	Administrative and overhead costs including indirect costs for general management.	
c.	Campus supervision going beyond construction site security (such as campus security and administrative overhead).	
d.	Repair of damages incurred during construction are not eligible	
e.	Expenditures associated with Facility Hardship SAB approvals which were not constructed as originally approved (see Regulation Section 1859.82).	
f.	Operational costs (such as service contracts and maintenance expenses or commissioning).	
g.	Supplies as described in the California School Accounting Manual (CSAM), Procedure 770.	
h.	Items not considered Furniture and Equipment because they are considered operational or supplies in nature, including: <ul style="list-style-type: none"> Computers Printers Computer Carts Teacher and student text books. Athletic Team supplies/training equipment/uniforms. Classroom supplies/consumables Bunsen Burners, test tubes, chemicals, mechanic wrenches, etc. Golf Carts Trailers Trucks/Tractors and cars 	Ed Code Section 17078.72 & SFP Reg. Sections 1859.193 (a)&(b) & 1859.199

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	Type of Expenditure	Authority
	<ul style="list-style-type: none">• Landscape equipment Mowers, etc.• School maintenance equipment Floor polisher/scrubber, etc.• Cleaning & janitorial supplies• Band equipment/Uniforms• Mascot Uniforms	
i.	Career Technical Education Facilities Program expenditures for equipment which does not have an average life expectancy of at least 10 years.	Ed Code Section 17078.72 (a) & SFP Reg. Sections 1859.193(a)&(b) & 1859.199

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7. Career Technical Education Facilities Program – Modernization Common Ineligible Project Expenditures

	Type of Expenditure	Authority
a.	Acquisition and development of real estate.	Ed Code Section 17078.72 & SFP Reg. Sections 1859.193(c) & 1859.199
b.	Administrative and overhead costs including indirect costs for general management.	
c.	Campus supervision going beyond construction site security (such as campus security and administrative overhead).	
d.	Repair of damages incurred during construction are not eligible	
e.	Expenditures associated with Facility Hardship SAB approvals which were not constructed as originally approved (see Regulation Section 1859.82).	
f.	Operational costs (such as service contracts and maintenance expenses or commissioning).	
g.	Supplies as described in the California School Accounting Manual (CSAM), Procedure 770.	Ed Code Section 17078.72 & SFP Reg. Sections 1859.193 (c) & 1859.199
h.	Items not considered Furniture and Equipment because they are considered operational or supplies in nature, including: <ul style="list-style-type: none"> Computers Printers Computer Carts Teacher and student text books. Athletic Team supplies/training equipment/uniforms. Classroom supplies/consumables Bunsen Burners, test tubes, chemicals, mechanic wrenches, etc. Golf Carts Trailers Trucks/Tractors and cars 	

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	Type of Expenditure	Authority
	<ul style="list-style-type: none">• Landscape equipment Mowers, etc.• School maintenance equipment Floor polisher/scrubber, etc.• Cleaning & janitorial supplies• Band equipment/Uniforms• Mascot Uniforms	
i.	Career Technical Education Facilities Program expenditures for equipment which does not have an average life expectancy of at least 10 years.	Ed Code Section 17078.72 (a) & SFP Reg. Sections 1859.193(c) & 1859.199

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**8. Facility Hardship (Non-Seismic) – Replacement
Separate Apportionment for Design Costs
Or Adjusted Grant
Common Ineligible Project Expenditures**

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

DESIGN COSTS		
	Type of Ineligible Expenditure	Authority
a.	Legal Fees not attributable to the project	Ed Code Section 17072.35 & SFP Reg. Section 1859.82
b.	For projects that received Design funds only any site and/or construction related expenditures are not eligible	

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**9. Facility Hardship (Non-Seismic) – Replacement
Separate Apportionment for Site Acquisition Costs
Common Ineligible Project Expenditures**

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
a.	Relocation costs not considered reasonable such as: goodwill not court ordered; the difference between the salvage value and new value of furniture and equipment costs, if the business vendor retains the furniture and equipment.	Ed Code Section 17072.35
b.	For projects that received site funds only (did not receive construction funds) any construction related expenditures are not eligible.	

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10. Facility Hardship (Non-Seismic) – Replacement Adjusted Grant Common Ineligible Project Expenditures

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

CONSTRUCTION COSTS		
	Type of Ineligible Expenditure	Authority
a.	Administrative and overhead costs including indirect costs for general management.	Ed Code Section 17072.35 & SFP Reg. Section 1859.82
b.	Campus supervision going beyond construction site security (such as campus security and administrative overhead).	
c.	Repair of damages incurred during construction are not eligible	
d.	Expenditures which have been reimbursed from another source such as insurance proceeds.	
e.	Expenditures associated with Facility Hardship SAB approvals which were not constructed as originally approved (see Regulation Section 1859.82).	
f.	Operational costs (such as service contracts and maintenance expenses or commissioning).	
g.	Supplies as described in the California School Accounting Manual (CSAM), Procedure 770.	Ed Code Section 17072.35 & SFP Reg. Section 1859.82
h.	Items not considered Furniture and Equipment because it is considered operational or supplies in nature are not eligible, including: <ul style="list-style-type: none"> Computers Printers 	

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CONSTRUCTION COSTS		
	Type of Ineligible Expenditure	Authority
	<ul style="list-style-type: none">• Computer Carts• Teacher and student text books.• Athletic Team supplies/training equipment/uniforms.• Classroom supplies/consumables Bunsen Burners, test tubes, chemicals, mechanic wrenches, etc.• Golf Carts• Trailers• Trucks/Tractors and cars• Landscape equipment Mowers, etc.• School maintenance equipment Floor polisher/scrubber, etc.• Cleaning & janitorial supplies• Band equipment/Uniforms• Mascot Uniforms	

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**11. Facility Hardship (Non-Seismic) – Rehabilitation
Separate Apportionment for Design Costs
Or Adjusted Grant
Common Ineligible Project Expenditures**

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Legal Fees not attributable to the project	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
b.	For projects that received Design funds only any construction related expenditures are not eligible	

Office of Public School Construction Application Number: 57/63883-00-002

12. Facility Hardship (Non-Seismic) – Rehabilitation Adjusted Grant Common Ineligible Project Expenditures

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

	Type of Expenditure	Authority
a.	Administrative and overhead costs including indirect costs for general management.	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
b.	Campus supervision going beyond construction site security (such as campus security and administrative overhead).	
c.	Expenditures which have been reimbursed from another source such as insurance proceeds.	
d.	Repair of damages incurred during construction are not eligible	
e.	Expenditures associated with Facility Hardship SAB approvals which were not constructed as originally approved (see Regulation Section 1859.82).	
f.	Operational costs (such as service contracts and maintenance expenses or commissioning).	
g.	Supplies as described in the California School Accounting Manual (CSAM), Procedure 770.	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
h.	Furniture and Equipment is not an eligible cost for a facility hardship rehabilitation project unless specifically approved by DSA.	

Office of Public School Construction Application Number: 57/63883-00-002

**13. Facility Hardship (Seismic) – Replacement
Separate Apportionment for Design Costs
Or Adjusted Grant
Common Ineligible Project Expenditures**

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract executed prior to May 20, 2006 is not eligible.

DESIGN COSTS		
	Type of Ineligible Expenditure	Authority
a.	Legal Fees not attributable to the project	Ed Code Section 17072.35 & SFP Reg. Section 1859.82
b.	For projects that received Design funds only any site and/or construction related expenditures are not eligible	

Office of Public School Construction Application Number: 57/63883-00-002

**14. Facility Hardship (Seismic) – Replacement
Separate Apportionment for Site Acquisition Costs
Common Ineligible Project Expenditures**

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract executed prior to May 20, 2006 is not eligible.

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
a.	Relocation costs not considered reasonable such as: goodwill not court ordered; the difference between the salvage value and new value of furniture and equipment costs, if the business vendor retains the furniture and equipment.	Ed Code Section 17072.35
b.	For projects that received site funds only (did not receive construction funds) any construction related expenditures are not eligible.	

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15. Facility Hardship (Seismic) – Replacement Adjusted Grant Common Ineligible Project Expenditures

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract executed prior to May 20, 2006 is not eligible.

CONSTRUCTION COSTS		
	Type of Ineligible Expenditure	Authority
a.	Administrative and overhead costs including indirect costs for general management.	Ed Code Section 17072.35 & SFP Reg. Section 1859.82
b.	Campus supervision going beyond construction site security (such as campus security and administrative overhead).	
c.	Repair of damages incurred during construction are not eligible	
d.	Expenditures which have been reimbursed from another source such as insurance proceeds.	
e.	Expenditures associated with Facility Hardship SAB approvals which were not constructed as originally approved (see Regulation Section 1859.82).	
f.	Operational costs (such as service contracts and maintenance expenses or commissioning).	
g.	Supplies as described in the California School Accounting Manual (CSAM), Procedure 770.	Ed Code Section 17072.35 & SFP Reg. Section 1859.82
h.	Items not considered Furniture and Equipment because it is considered operational or supplies in nature are not	

Office of Public School Construction Application Number: 57/63883-00-002

CONSTRUCTION COSTS		
	Type of Ineligible Expenditure	Authority
	<p>eligible, including:</p> <ul style="list-style-type: none">• Computers• Printers• Computer Carts• Teacher and student text books.• Athletic Team supplies/training equipment/uniforms.• Classroom supplies/consumables Bunsen Burners, test tubes, chemicals, mechanic wrenches, etc.• Golf Carts• Trailers• Trucks/Tractors and cars• Landscape equipment Mowers, etc.• School maintenance equipment Floor polisher/scrubber, etc.• Cleaning & janitorial supplies• Band equipment/Uniforms• Mascot Uniforms	

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**16. Facility Hardship (Seismic) – Rehabilitation
Separate Apportionment for Design Costs Or Adjusted Grant
Common Ineligible Project Expenditures**

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract executed prior to May 20, 2006 is not eligible.

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Legal Fees not attributable to the project	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
b.	For projects that received Design funds only any construction related expenditures are not eligible	

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17. Facility Hardship (Seismic) – Rehabilitation Adjusted Grant Common Ineligible Project Expenditures

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract executed prior to May 20, 2006 is not eligible.

	Type of Expenditure	Authority
a.	Administrative and overhead costs including indirect costs for general management.	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
b.	Campus supervision going beyond construction site security (such as campus security and administrative overhead).	
c.	Expenditures which have been reimbursed from another source such as insurance proceeds.	
d.	Repair of damages incurred during construction are not eligible	
e.	Expenditures associated with Facility Hardship SAB approvals which were not constructed as originally approved (see Regulation Section 1859.82).	
f.	Operational costs (such as service contracts and maintenance expenses or commissioning).	
g.	Supplies as described in the California School Accounting Manual (CSAM), Procedure 770.	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
h.	Furniture and Equipment is not eligible for a facility hardship rehabilitation project unless specifically approves by DSA.	

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I. Record Retention

Grantee shall maintain satisfactory financial accounts, documents, and records for the Project, at a Project-specific level of detail. Grantee shall also retain such financial accounts, documents, and records necessary for an audit, pursuant to Education Code Section 41024(a)(4).

Financial accounts, documents, and records may be retained electronically.
(Authority: Government Code Section 12275(a) and (b), and Education Code Section 41024)

J. Material Inaccuracy

If a failure by the Grantee to comply with the terms of this Agreement, or an audit report determination that the Grantee has violated applicable state or federal law as it relates to this Project, stems from falsely certified information on the Funding Application or Fund Release Application (including certifications made by architects or other design professionals), then Material Inaccuracy findings and penalties, as described in Education Code 17070.51 and SFP Regulation Section 1859.104.1, may apply.

K. Conflict of Interest

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
2. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

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L. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

M. Disputes

1. Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Office of Public School Construction. The Office of Public School Construction and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
2. Any claim that the Grantee may have regarding the audit report's project expenditure determination shall be adjudicated by the Education Audit Appeals Panel, consistent with Education Code Section 41344.

N. Electronic Filing

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

O. Supplement, Not Supplant

The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Project. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Project, even if those laws and regulations are not specifically cited in this Agreement.

P. Exact Duplicate

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

Office of Public School Construction Application Number: 57/63883-00-002

SIGNATURES

The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.

NAME OF GRANTEE REPRESENTATIVE (PRINT)	PHONE NUMBER
Thomas Addington	(559) 925-2619
SIGNATURE OF GRANTEE REPRESENTATIVE	DATE
<i>Electronically signed and Submitted by Thomas Addington in OPSC Online</i>	12/5/2022
SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE
<i>Electronically signed and Submitted by Lisa Silverman in OPSC Online</i>	12/20/2022



January 10, 2023

Superintendent Thomas Addington
Central Union Elementary School District
15783 - 18th Avenue,
Lemoore, CA 93245

Re: Stratford Elementary School MPR HVAC Replacement
PROPOSAL UPDATE
Lemoore, CA

Dear Mr. Addington,

It is our pleasure to submit this proposal for architectural services to be performed by PBK in connection with the Cafeteria/Gym, Kitchen, and Kitchen Directors Office HVAC Replacement project mentioned above.

1. PROJECT DESCRIPTION AND SCOPE OF WORK. District engages Architect to provide architectural/engineering services for the Project with the following scope of work:

- A. Consult with Owner to ascertain requirements for the proposed Stratford ES Cafeteria/Gym, Kitchen, and Kitchen Directors Office HVAC Replacement project.
- B. Architect shall prepare schematic and final design drawings. Prepare construction documents, specifications and drawings which will set forth the requirements for the construction and bidding of the proposed project. Documents shall illustrate in detail and prescribe the work to be done and the materials, workmanship, and finishes of the proposed project.
- C. Review of shop drawings, product data and samples as requested by contractor, but only for conformance with the design concept. Review of shop drawings, product data and samples shall not include review of dimensions, quantities, calculations, weights, fabrications process, construction means and methods, coordination of trades of safety factors.
- D. Architect shall advise and consult with the Owner during construction until final payment to the Contractor is due. The Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with progress and quality of work completed and its compliance with Construction Documents.
- E. Assisting Owner in filing required documents for approval by governmental authorities and submission of construction documents for DSA Check (back-checking these plans for approval as). Owner shall pay all fees (plan check, permits, etc.).

2. COMPENSATION. For all Basic Services satisfactorily performed, the total compensation paid to the Architect for the Project shall be paid as a percentage of Project Construction Cost as follows:

- A. Bid Opening Construction Cost:
 - 1. HVAC Replacement \$580,950.00
- B. Full Service Fee for this project will be based upon the construction cost estimate of \$580,950.00 which brings the estimated architectural services fee to \$ 60,000.00.
- C. Compensation shall be calculated in accordance with the following scale:
 - 12.0% of the first \$500,000 \$ 60,000.00
 - 11.5% of the next \$500,000 (FEE DISCOUNT) ~~\$ 9,309.00~~
 - 11.0% of the next \$1,000,000 \$ 0.00

10.0% of the next \$4,000,000	\$ 0.00
Total	\$ 60,000.00

- D. Billing will be monthly for percentage of work complete within each phase according to the following schedule:

<u>Completion of Phase</u>	<u>Percentage of basic fee</u>
Schematic Design	Ten percent (10%)
Design Development	Twenty percent (20%)
Construction Documents	Forty five percent (45%)
Bidding	Five percent (5%)
Construction Administration	Fifteen percent (15%)
<u>Closeout</u>	<u>Five percent (5%)</u>
Total Basic Compensation	One hundred (100%)

- E. Consistent with the Agreement, the Architect's fees may be adjusted upon District's approval of the Project Construction Cost. Following approval of the Project Construction Cost, Architect's fees for Basic Services shall become fixed.

- F. Refer to the attached construction cost estimates.


3. Any work not specifically set forth and/or any work not customarily performed by the architect to further the basic services set out in Paragraph 1 herein above at on customary time and materials basis according to the Fee Schedule shown in Exhibit A. No additional services will be performed without receiving written permission from the District.
4. In no event shall PBK's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by PBK under this Agreement. PBK shall not be liable for any consequential damages. District shall defend, Indemnify and hold harmless SIM- PBK and all of Its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (Including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to PBK 's performance of the Services.
5. All reimbursable Invoices will include associated back-up receipts. There will be a 10% mark-up on reimbursable expenses. The reimbursable expenses are not expected to exceed ten thousand, dollars (\$10,000.00). Reimbursable expenses will be limited to the following:
 - A. Expense of reproductions, postage and handling of Drawings, Specifications, and other documents, excluding reproductions for the office use of the Architect and his consultants.

Thank you for this opportunity to serve the needs of the Central Union School District. Our team stands poised and ready to roll up our sleeves to assist you and your colleagues with the development of this project.

ARCHITECT:


By: John H. Smith, Partner

DISTRICT:


Thomas Addington, M.A.
Superintendent
Central Union Elementary School District

January 10, 2023

Date