

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board of Trustees - Special Board Meeting Agenda

AGENDA March 21, 2024 School Campus - New Classroom (West) 5:30 P.M.

Special Note: One Board member will be attending the meeting by teleconference at the following location:

Jeff Belknap
40175 Rd 112
Dinuba, CA 93618

The teleconference location is open to the public and any member of the public has an opportunity to address the School Board from a teleconference location in the same manner as if that person attended the regular meeting location. The School Board will control the conduct of the meeting and determine the appropriate order and time limitations on public comments from the teleconference location.

1.0 Call Public Session to Order

1.1 Roll Call to Establish Quorum

2.0 Public Comment On Closed Session Topics

General public comment on any closed session item will be heard. Pursuant to Board Policy, the Board may limit individual comments to no more than 3 minutes and individual topics to 15 minutes. It is recommended you begin your comments by stating your name.

3.0 Adjourn to Closed Session

3.1 Conference With Labor Negotiator (Government Code 54957.6)

1. Agency Negotiator: Roberto Vaca, Superintendent
2. Employee Organizations
 - a. MSAT

4.0 Convene Regular Session (Estimated start time 6:00 PM)

4.1 Flag Salute

4.2 Report Action Taken in Closed Session (If any)

4.3 Introduce Guests

5.0 Opportunity for Members of the Public to Address the Board

At this time, members of the public may comment on any item not appearing on the agenda. Under state law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for Board consideration. Any person addressing the Board will be limited to a maximum of three (3) minutes so all interested parties have an opportunity to speak with a total of fifteen (15) minutes allotted for the Public Comment Period. Please state your name and address for the record.

6.0 Correspondence

6.1 GASB 45 TRUST

7.0 Consent Items / Review / Public Hearing/ Public Input / Board Discussion / **ACTION** (as applicable)

7.1 Updated Gymnasium Project Agreement (A)

7.2 District Calendar Proposal 2024-2025(A)

7.3 2024-2025 Budget Hearing Planning Form (A)

7.4 2024-2025 Resolution Adoption (Resolution 03-24-01) Tax and Revenue Anticipation Note (TRAN)(A)

7.5 Budget Revision #003-24a (A)

7.6 2024-2025 Board Of Trustees Meeting Dates (A)

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
Board of Trustees - Special Board Meeting Agenda

AGENDA March 21, 2024 School Campus - New Classroom (West) 5:30 P.M.

8.0 Personnel

- 8.1 AB 1200 Salary Settlement Disclosure Agreement (A)
- 8.2 Contractual Bargaining Agreement (CBA) with Monson Sultana Teachers Association (MSAT) (A)
- 8.3 2023-2024 Salary Schedules: Certificated, Certificated Management, Classified, Confidential, and Confidential Management. (A)
- 8.4 Literacy Coach/Reading Specialist Job Description (A)

9.0 Authorization of Vendor Payments dated 3/1/24 through 3/15/24 (A)

10.0 Adjournment

*Persons who are in need of a disability-related modification or accommodation in order to participate in the board meeting may make a request to the Superintendent at P.O. Box 25, 10643 Avenue 416, Sultana, CA 93666, (559) 591-1634. Such a request should be in writing if possible, or may be made in person or by telephone (e-mail or text message requests will not be allowed). The request for accommodation should specify the nature of the modification or accommodation requested, including any necessary auxiliary aids or services required, and the name, address and telephone number of the person making the request. The request should be made as soon as possible and if possible no later than one day before the meeting.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
Board Meeting Agenda Item Summary
March 21, 2024

AGENDA SECTION: **CORRESPONDENCE**

AGENDA ITEM: **6.1 GASB 45 TRUST**

ATTACHMENTS: **GASB 45 STATEMENT OCTOBER-DECEMBER 2023**

DISCUSSION:

GASB 45 statements attached for October through December 2023. Quarterly return is 6.49%.

RECOMMENDATION: **NO ACTION REQUIRED**

PROPOSED ACTION: **NO ACTION REQUIRED**

February 29, 2024

TO: SISC GASB 45 Trust Participating Employers

FROM: Kim A Sloan, CPA, Chief Financial Officer
Self-Insured Schools of California

SUBJ: **SISC GASB 45**
Statement for Quarter Ending December 31, 2023

Your statement for the quarter ending **December 31, 2023** is now available on the SISC website. The statements provide information about your district's transaction activity and investment performance. A summary of the quarterly return is provided below. The detailed asset allocation and investment report is also included.

October-December 2023 Quarter
SISC GASB 45 6.49%

Additional commentary provided by our investment manager, Fred Bayles, Graystone Consulting, is presented below:

The markets ended 2023 with the S&P 500 closing up well over 20% with over half of that return occurring in the 4th quarter. Corporate earnings, AI, The Magnificent 7 stocks and the hope of Fed rate cuts, all fueled a strong market rally. The majority of this move was the result of the performance of the Magnificent 7.

During the Fed meeting in Q4, Chairman Powell's commentary fueled a market rally when he eluded to not needing to raise rates anymore given the recent decline in the CPI index. The markets applauded this thinking the next leg in interest rates would be lower. However, recent CPI data came in a bit stronger than expected in January and core inflation has decreased to 3.1%, but it's still above the Fed target of 2.0%. The economy is very healthy and running on all cylinders. In our view, a strong economy does not warrant a cut in rates to make it stronger. The Fed has some work to do and I am in the camp of no rate cut at the March Fed meeting--MAYBE one cut before year-end if the data supports it.

Given the markets meteoric rise, we are not being aggressive and adding to risk at this juncture as we would wait for a pullback. We favor fixed income as we think at some point the next move in rates is down and that would be a positive for bonds. Our asset allocation is very solid. We own many assets that are non-correlated to the S&P 500 so this gives us a layer of protection in the event of a big market drawdown. We have made some sector bets that have worked nicely, particularly in the banking sector when this asset class sold off on the Silicon Valley Bank liquidation news. This was clearly not a systemic problem and we were able to catch a healthy 28% gain on a select basket of regional bank shares we held for less than a year.

Going forward there's a lot of noise in the air with the Middle East and Ukraine situations, now enter North Korea and China, so we are not without uncertainty. And it's an election year! We are mindful of this and again making strategic investments, keeping a good size cash position and a good size bond allocation now that interest rates are quite favorable. This year I think our patience will be a virtue.

If you have any questions, please contact Nancy Russo at narusso@siscschools.org, or (661) 636-4654.

SISC OPEB Trust – Moderate Growth
2000 K Street – P.O. Box 1808
Bakersfield, CA 93303-1808

Statement for October 1, 2023 – December 31, 2023

Monson-Sultana Joint Union Elem School District
 Benita Cortez
 PO Box 25
 Sultana, CA 93666

Final

ACCOUNT SUMMARY

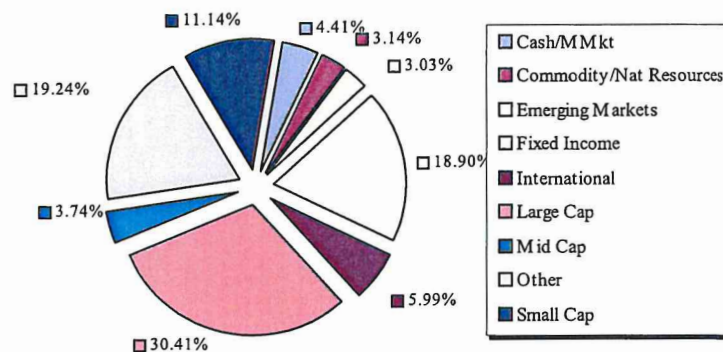
	Beginning Date	Ending Date	No. of Days Invested	No. of Days In Quarter	Amount Invested	Weighted Average
Beginning Account Value	10/01/2023	12/31/2023	92	92	\$1,661,649.97	\$1,661,649.97
SISC Admin Fee	11/17/2023	12/31/2023	45	92	(\$207.71)	(\$101.60)
Trustee Fees	11/17/2023	12/31/2023	45	92	(\$207.71)	(\$101.60)
					<u>\$1,661,234.55</u>	<u>\$1,661,446.77</u>
Ending Account Value at 12-31-23					\$1,768,983.75	
Amount Invested					<u>\$1,661,234.55</u>	
Return on Investment (\$)					\$107,749.20	
Weighted Average Balance					\$1,661,446.77	
Quarterly Return on Investment:					6.49%	

TOTAL POOL

Ending Account Market Value: **\$354,097,725.65**

Investment Allocation

Cash/MMkt	4.41%
Fixed Income	18.90%
Large Cap	30.41%
Mid Cap	3.74%
Small Cap	11.14%
International	5.99%
Commodity/Nat Resource	3.14%
Emerging Markets	3.03%
Other	19.24%
	<u>100.00%</u>



Your account performance was calculated using a weighted rate of return based on the level and timing of cash flows in and out of the Trust.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

March 21, 2024

AGENDA SECTION: **CONSENT ITEM**

AGENDA ITEM: **7.1 UPDATED GYMNASIUM PROJECT AGREEMENT**

ATTACHMENTS: **UPDATED GYMNASIUM PROJECT AGREEMENT**

DISCUSSION:

KYA has updated the agreement to reflect the final gymnasium project cost now that the interior improvements have been DSA approved.

RECOMMENDATION: The Superintendent recommends that the Board
APPROVE the agreement as presented.

PROPOSED ACTION: **APPROVE**

AGREEMENT

MONSON-SULTANA SCHOOL

GYMNASIUM BUILDING

This Agreement ("Agreement") dated as of June 6, 2023 ("Effective Date") is made by and between:

MONSON-SULTANA SCHOOL

and

**KYA Services, Inc.
1800 E. McFadden
Ave.
Santa Ana, CA**

Monson-Sultana School ("District") and KYA Services, Inc. ("CONTRACTOR") agree as follows:

WHEREAS, the Governing Board of the Monson-Sultana School ("District") has determined that Monson-Sultana School will require a new gymnasium building ("Project"); and

WHEREAS, the District has investigated and determined that the Project requires specialized materials and installation and that, therefore, procurement through the California Multiple Award Schedule ("CMAS") is the economical and expeditious delivery method under the circumstances. Therefore, the parties enter into this Agreement as to the following.

1. **SCOPE OF WORK.** CONTRACTOR shall provide District with the provision of all equipment, materials, supplies, and installation services applicable to the Project Scope of Work to include, a new gymnasium building, and all infrastructure work associated with each element, as set forth.

CONTRACTOR. is responsible, as applicable, for the design, engineering, approvals, project management, installation, startup, training, warranty, and insurance specifically associated with the Work to be performed. CONTRACTOR will provide submittals and engineered drawings (if required), for District's technical review and written approval, prior to initiating construction. All construction and associated cleanup shall be performed and scheduled so as to minimize any disruption with any ongoing District and School activities. CONTRACTOR agrees to keep the jobsite clean of debris arising out of its own operations.

2. **PROJECT PRICE.** CONTRACTOR shall perform all work contemplated herein to full completion for a total fixed price of FIVE MILLION, NINE HUNDRED SIXTY-SIX THOUSAND, ONE HUNDRED TWENTY-ONE DOLLARS AND FIFTY-EIGHT CENTS (\$5,966,121.58) ("Contract Amount").
3. **INVOICING & PAYMENTS.** Upon the issuance of an invoice from CONTRACTOR for completed work the District agrees to process the payment of all undisputed invoice amounts in accordance with law. If CONTRACTOR'S invoice is not paid within thirty (30) days of issuance, CONTRACTOR may add 1% per month interest onto delinquent amounts.
4. **INDEPENDENT CONTRACT.** It is agreed between the parties that CONTRACTOR shall perform the Work as an independent contractor. In the event CONTRACTOR uses one or more subcontractors to perform work hereunder, CONTRACTOR shall remain fully responsible for (a) payment to the subcontractor(s), (b) the proper completion of this agreement and (c) supervising such subcontractor's work and for the quality of the work they produce.

5. **MATERIALS.** All materials shall be new, in compliance with all applicable laws and codes, and shall be covered by a manufacturer's warranty, if appropriate. If the materials or equipment included in this agreement become temporarily or permanently unavailable, the time for performance of the work may be extended to the extent thereof, as mutually agreed by the parties in writing.
6. **COMPLETION.** The work specified in Section 1 shall be considered completed upon approval by the District, provided that the District's approval shall not be unreasonably withheld.
7. **WARRANTY.** CONTRACTOR warrants that the equipment and items installed shall be free from defects in material and workmanship arising from usage for a period of one (1) years from the installation date. Within the warranty period, if District provides written notice to CONTRACTOR of any defects within thirty (30) days after the appearance or discovery of such defect, CONTRACTOR shall repair or replace the defect. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained.
8. **TAXES.** The price of this agreement does include duties, sale, use, excise or other similar taxes required by federal, state or local laws in effect at the time of agreement execution.
9. **DELAYS.** Neither party shall be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond the parties' control, including but not limited to acts of God, riots, labor disputes, conditions of the premises, government ordered lockdown, or other delays caused by suppliers. If the District delays completion for greater than sixty (60) days, CONTRACTOR may recover any documented cost inflation on un-billed materials that were either stored or yet to be purchased.
10. **PROJECT COMPLETION DATE.** CONTRACTOR shall complete all work contemplated herein by SEPTE 30, 2024.
11. **COMPLIANCE WITH LAWS.** CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations. All licenses and permits required for the prosecution of the work shall be obtained and paid for by CONTRACTOR. Any provision not included but required by law shall hereby be incorporated into this Agreement by this reference.
12. **DISPUTES.** Written notice of any Dispute must be provided to the other party, describing specific details of the dispute relating to changes in Work or claim for additional compensation, within seven (7) days of the occurrence of the condition. This notice must be provided via certified mail. For a reasonable period commencing on the day written notice of Dispute was provided, but not to exceed ten (10) days, the parties shall in good faith attempt to resolve the Dispute. If the parties are unable to resolve the Dispute during this period, the parties shall proceed to advisory arbitration. The arbitrator shall be neutral and mutually acceptable, but said arbitration shall not exceed one (1) day. In the event arbitration is unable to resolve the dispute, the parties may initiate a court action. All venues shall be in the Tulare County where the project is located.
13. **CHANGE ORDER (Mid-Performance Amendments).** If events beyond the control of the parties reasonably require adjustments to this agreement, the parties shall make a good faith attempt to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this agreement. Failure to reach agreement shall be deemed a dispute to be resolved as agreed in section 12 of this agreement.
14. **INSURANCE.** CONTRACTOR will maintain comprehensive liability and other insurance in amounts not less than those set forth below. Such insurance shall protect CONTRACTOR and the District against any claims, losses, liabilities and expenses arising from the Work, whether performed by CONTRACTOR or any its subcontractors. The coverage shall include:

- a. Workmen's Compensation and Employers Liability Insurance - \$500,000 each accident; \$500,000 each employee/disease; and \$1,000,000 policy limit.
 - b. Comprehensive or Commercial General Liability - Bodily injury liability of \$2,000,000 per occurrence and general aggregate liability of \$4,000,000 per occurrence.
 - c. Comprehensive Automobile Insurance - Combined single limit of \$1,000,000 per occurrence.
15. **INDEMNITY.** CONTRACTOR ("Indemnifying Party") shall indemnify the District, its Governing Board, officers, employees, and agents from and against any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the Work herein specified and which are caused, in whole or in part by the intentional or negligent act or omission of the Indemnifying Party.
16. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
17. **FINGERPRINTING.** The services provided hereunder shall occur on an active school site. As such, CONTRACTOR shall ensure that its services on and around the school site comply with all applicable laws, regulations and standards including but not limited to, the fingerprinting requirements of the Education Code and any other legal requirements which may be applicable to CONTRACTOR'S activities on or about the school site. While the Monson-Sultana School shall reasonably assist CONTRACTOR in determining the applicable requirements, it shall be CONTRACTOR'S sole responsibility for determining and complying with all applicable laws, regulations, and standards.
18. **PREVAILING WAGES.** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the Purchaser and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).
19. The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.
 1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 *et seq.*)
 2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 *et seq.*)
20. **CORRECTION OF WORK.** CONTRACTOR shall promptly correct work rejected by District for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Completion of the contract or by terms as an applicable special warranty required by the Contract Documents. The provisions of this Section 20 apply to Work done by Subcontractors as well as to Work done by direct employees of CONTRACTOR.

Nothing contained in this Section 20 shall be construed to establish a period of limitation with respect to other obligations, which CONTRACTOR might have under the Contract Documents. Establishment of the time period of one year as described in Section 20 relates only to the specific

obligation of CONTRACTOR to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR'S liability with respect to its obligations hereunder other than specifically to correct the Work.

21. **FAILURE TO CARRY OUT WORK.** If CONTRACTOR defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, District, after seven (7) days' written notice to it and without prejudice to any other remedy District may have, may make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR.
22. **ENTIRE AGREEMENT.** This Agreement, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
23. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding unless stated in a written instrument and signed by an authorized representative of each party.
24. **SEVERABILITY.** If one or more of the provisions of this Agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.
25. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature on a copy of this agreement received by either party by facsimile or portable document format (PDF) is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original.
26. **ASSIGNMENT.** CONTRACTOR may assign its rights and obligations of this agreement only with written consent of the District.
27. **ACKNOWLEDGMENT.** Both CONTRACTOR and the District acknowledge having read this Agreement and all contract documents incorporated herein and have executed this Agreement on the date written above.
28. **APPROVAL.** Each party represents that the person that has executed this Agreement on its behalf is authorized to do so.
29. **CONTRACT.** This Agreement in addition to all of the Bid Documents (Instructions to Bidders *et al.*) constitute the Contract for purposes of the Project.
30. **EXHIBIT A.** CMAS Agreement dated 01/05/2023 (Included for reference only, the terms and conditions of this Agreement shall supersede)
31. **EXHIBIT B.** Purchase Order Number 2223 BC 023 Revised dated 04/15/2023

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement effective as of the date first above written.

Signature

Signature

Print Name

Print Name

Title

Title

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
Board Meeting Agenda Item Summary
March 21, 2024

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **7.2 DISTRICT CALENDAR 2024-2025**

ATTACHMENTS: **PROPOSED CALENDAR 2024-2025**

DISCUSSION:

The superintendent recommends for the board to approve the instructional calendar as presented.

RECOMMENDATION: The Superintendent recommends that the Board approve the 2024-2025 proposed school calendar.

PROPOSED ACTION: **APPROVE**



MONSON-SULTANA JT. UNION ELEMENTARY SCHOOL DISTRICT CALENDAR FOR SCHOOL YEAR 2024-2025

July 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024 (18)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024 (20)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024 (23)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024 (15)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					*	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024 (15)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025 (17)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025 (18)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	*	22
23	24	25	26	27	28	

March 2025 (21)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025 (16)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025 (17)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	*	24
25	26	27	28	29	30	31

June 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

District Holidays (14)

July 4 — Independence Day
 Sept 2 — Labor Day
 Nov 11 — Veterans' Day
 Nov 28-29 — Thanksgiving
 Dec 24 — Christmas Eve (1/2)
 Dec 25 — Christmas
 Dec 31 — New Year's Eve (1/2)
 Jan 1 — New Year's
 Jan 20 — Martin Luther King, Jr.
 Feb 10 — Lincoln's Birthday
 Feb 17 — President's Day
 April 18 — Easter Friday
 May 26 — Memorial Day
 June 19 — Juneteenth

Special Dates

Aug 2-6 — Teacher Inservice Days
 Aug 7 — First Day of School
 Nov 1 — Trimester Ends
 Nov 18-22 — Parent Conferences Min. Days
 Nov 25-29 — Thanksgiving Break
 Dec 20 — Minimum Day
 Dec 23-Jan 7 — Winter Break
 Jan 8 — School Back in session
 Feb 21 — Trimester Ends
 March 10-14 — Parent Conferences Min. Days
 April 14-April 21st — Spring Break
 May 22 — 8th Grade Graduation
 May 23 — Last Day of School/Trimester Ends

Minimum Days—1:15 P.M.

November 18-22, 2024
 December 20, 2024
 March 10-14, 2025
 May 23, 2025

Legend

	Minimum Day 1:15 P.M. Release
	District Holiday
	P/T Conference Days 1:15 P.M. Release
	School Not in Session
	Teacher Inservice
*	Trimester Ends

Board Approved:
 March xx, 2024

**Parent-Teacher
 Conferences—1:15 Release**

November 18-22, 2024
 March 10-14, 2025

Grading Periods

Aug 7 — Nov 1 62 days
 Nov 4 — Feb 21 59 days
 Feb 24 — May 23 59 days
 -14- 180 Student Instruction Days

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

March 21, 2024

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL ISSUES**

AGENDA ITEM: **7.3 APPROVE BUDGET HEARING PLANNING FORM IN THE
MATTER OF SETTING A HEARING DATE FOR ADOPTION OF
DISTRICT BUDGET FOR FISCAL YEAR 2024-2025**

ATTACHMENTS: **BUDGET HEARING PLANNING FORM**

DISCUSSION:

The Board is required to hold a public hearing on the proposed budget during which any resident of the district may appear and comment on it. The attached form will arrange for the Tulare County Office of Education to publish the notice of public hearing and adoption hearing on our behalf.

The form states that the Board will hold a public hearing at 12:00 PM on June 4, 2024 in the Board Room located at 10643 Avenue 416, Sultana, CA 93666. This will also notify the public that the preliminary budget will be available to any member of the public, who wishes to inspect prior to hearing and will be made available on May 29, 2024.

Also, this form states that the Board will hold the adoption hearing at 8:00 AM on June 18, 2024 in the Board Room located at 10643 Avenue 416, Sultana, CA 93666. This will also notify the public that the final budget will be available to any member of the public, who wishes to inspect prior to hearing and will be made available on June 12, 2024.

RECOMMENDATION: **The Superintendent recommends that the Board
APPROVE Budget Hearing Planning Form.**

PROPOSED ACTION: **APPROVE**

2024-2025 Budget Hearing Planning Form

Complete this form
and file with TCOE
Attn: Vanessa C
no later than
April 12, 2024

Name of District: Monson-Sultana Joint Union Elementary School District

Education Code 42103 requires each school district governing board to hold a public hearing on the proposed budget. The proposed budget must be available for public inspection **at least three working days** before the date of the public hearing.

A. Public Hearing Information

Date of Public

Hearing: June 4, 2024

Time: 12:00

☐ a.m.

☒ p.m.

Address: 10643 Avenue 416, Sultana, CA 93666

Location: Board Room

(specify room #, board room, library etc.) – Provide Zoom Info, if applicable



The date you provide on the line below must be at least 3 **working** days prior to the public hearing date you entered above (**do not** count the date of the public hearing or Saturdays/Sundays when calculating this date.)

**Date budget will be
available for
inspection:**

May 29, 2024

**Location of
Inspection and**

Website: Business Office

(specify district office, business office or other location, room # etc. and website to access budget online)

The governing board shall prepare and adopt a budget, in accordance with Education Code 42126 and 42127.

B. Budget Adoption Information



The date you provide on the line below must be different from the date of the public hearing in Section A above.

Date budget will be

adopted by the Board: June 18, 2024

The budget must be adopted on a **different date**, at a **separate public meeting**, than the public hearing.

The County Superintendent of Schools shall publish the date and location at which the proposed budget may be inspected by the public as well as the date, time, and location of the public hearing of the proposed budget.

C. Newspaper Selection*



Mid-Valley Times (formerly Dinuba Sentinel)



Tulare Advance-Register



Foothills Sun-Gazette



Visalia Times-Delta



Porterville Recorder

* Please note you must select one of the newspapers above because they are the only newspapers of general circulation in the county that meet the requirements of Education Code 42103. We will happily publish in other newspapers in addition to one listed above, but there will be additional costs to the district to do so.



Other – Please specify:

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
Board Meeting Agenda Item Summary
March 21, 2024

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL ISSUES**

AGENDA ITEM: **7.4 ADOPT RESOLUTION FOR 2024-2025 TRANs (Tax and Revenue Anticipation Note**

ATTACHMENTS: **RESOLUTION 03-24-01**

DISCUSSION:

By passing the resolution before the Board, our District will have the opportunity to participate in the California School Cash Reserve Program sponsored by California School Boards Association Finance Corporation, for the 2024-25 fiscal year. The District has determined that it may need to borrow an amount not to exceed \$1,000,000 in order to meet the cash flow obligations of the District for the beginning of Fiscal Year 2024-2025, in accordance with the provisions of section 53850 et. seq. of the California Government Code. If chosen, this TRAN will be funded through Dale Scott & Company

Monson-Sultana Joint Union Elementary School District needs to take this resolution to be allowed to proceed to the next step in the process. Once again, the District is not obligated to participate as a result of resolution adoption. The resolution simply delegates to the Governing Board the right to decide on participation prior to the time of TRAN issuance, to meet the cash flow obligations needed for the District for Fiscal Year 2024-2025.

RECOMMENDATION: The Superintendent recommends that the Board
APPROVE to Adopt 03-24-01 Resolution for 2024-2025
TRANs.

PROPOSED ACTION: **APPROVE**

THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.

DISTRICT RESOLUTION #03-24-01

NAME OF DISTRICT: MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT*

LOCATED IN: COUNTY OF TULARE

MAXIMUM AMOUNT OF BORROWING: \$1,000,000

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2024-2025 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2024-2025 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2025 ("Fiscal Year 2024-2025") by the issuance of its 2024-2025 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2024-2025 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the

* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

WHEREAS, the District, having fiscal accountability status pursuant to Section 1080, Section 42647, Section 42650 or Section 85266 of the California Education Code, hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes;*** and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2024-2025 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2024-2025 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2024-2025 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby

*** Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the District hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the District hereunder.

participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

WHEREAS, the Program has been designed with alternative structures, each of which the District desires to approve; and

WHEREAS, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Sandler & Co., as underwriter for the Program (the "Underwriter"), and Dale Scott & Company, as financial advisor for the Program (the "Financial Advisor"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter and the Financial Advisor to determine; and

WHEREAS, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

WHEREAS, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be enhanced by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider (or credit providers) (collectively, the "Credit Provider") designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Credit Agreement") identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Certificate Purchase Agreement") to the Board; and

WHEREAS, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

WHEREAS, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, under the second structure (the "Bond Pool Structure"), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the "Authority") pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Note Purchase Agreements"), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer's series of notes to be sold, a form of which has been submitted to the Board; and

WHEREAS, the Authority, pursuant to advice of the Underwriter and the Financial Advisor, will form one or more pools of notes of each participating Issuer (the "Pooled Notes") and assign each respective series of notes to a particular pool (the "Pool") and sell a series of senior bonds (each a "Series of Senior Bonds") and, if desirable, a corresponding series of subordinate bonds (each a "Series of Subordinate Bonds" and collectively with a Series of Senior Bonds, a "Series of Pool Bonds") secured by each Pool and certain other property pursuant to an indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the "Indenture") between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter and the Financial Advisor, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned; and

WHEREAS, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be enhanced (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being enhanced in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

WHEREAS, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be issued under the Indenture to which such Pool will be assigned; and

WHEREAS, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, in anticipation of the receipt by or accrual to the District during Fiscal Year 2024-2025 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2024-2025 [Subordinate]**** Tax and Revenue Anticipation Notes, Series ___" in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is enhanced in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under,

* * For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

**** A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unenhanced in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is enhanced in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so enhanced in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2024-2025 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank Trust Company, National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from

the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2024-2025 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of, lien on, or security interest in its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of, lien on, and security interest in its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding

Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of, lien on, or security interest in its Unrestricted Revenues that is subordinate in all respects to the pledge of, lien on, and security interest in its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys that secure the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(e) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(f) The Series of Additional Notes duly executed by the applicable Authorized Officers of the District.

(g) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said

Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

(C) Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the Program for Fiscal Year 2024-2025, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue tax and revenue anticipation notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Subaccount (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for such use upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as hereinafter defined) to check on behalf of the District the "Yes" box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or

rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars (\$5,000). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2024 (or the date of adoption of this Resolution if after May 1, 2024) through June 15, 2025 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be

marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the

Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unenhanced portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is enhanced in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a

Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter, the Financial Advisor and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing

Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unenhanced portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is enhanced in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is enhanced by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Dale Scott & Company (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as financial advisor for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, Piper Sandler & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation

and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Financial Advisor (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in

the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar year 2024 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2024, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2024, will, at the

time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

For Notes issued in calendar year 2025 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2025, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2025, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District (or any Tax-Exempt Series of Pool Bonds related thereto) and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Series of Pool Bonds) is not Tax-Exempt.

Section 8. Source of Payment.

(A) Pledge, Lien, and Security Interest. The term “Unrestricted Revenues” shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2024-2025 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, the District hereby pledges to the registered owners of the Notes and grants to the registered owners of the Notes a lien on and a security interest in all of its right, title, and interest, whether now owned or hereafter acquired, in, to, and under the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a “Repayment Period” and collectively “Repayment Periods”), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the “Pledged Revenues”).

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge, lien and security interest provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a “Payment Account”) by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible

agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Financial Advisor to the Trustee), is equal in the respective Repayment Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have

been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
 - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
 - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
 - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;

(3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and

(4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount

reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of

the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the District shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(A) Subject to Section 6 hereof, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(B) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(C) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(D) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(E) If any Note of a Series shall become mutilated, the District, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the District. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and the Trustee and, if such evidence

be satisfactory to them and indemnity satisfactory to them shall be given, the District, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the District and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2024-2025 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, and (ii) the District has full legal right, power and authority to issue and deliver such Series of Notes and to perform its obligations as provided herein and therein.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2024-2025 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2024-2025, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2018-2019 through Fiscal Year 2022-2023, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2023-2024 and 2024-2025, respectively.

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Financial Advisor, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would

have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of, lien on, or security interest in any of its Unrestricted Revenues unless such pledge, lien or security interest is subordinate in all respects to the pledge of, lien on, and security interest in Unrestricted Revenues hereunder.

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such

Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on or security interest in such Series of Notes other than the pledge, lien, and security interest of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2024 (the "Fiscal Year 2023-2024") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2023-2024 or Fiscal Year 2024-2025 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2024-2025.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Financial Advisor, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on

any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(A) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2024-2025 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the "2024-2025 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(B) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(C) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; and

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30

days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests.

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is enhanced in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented; provided, however, in the event the Bond Pool Structure is implemented, the District covenants to report to the Authority and the Trustee the occurrences of the events described in paragraphs (A)(1)j and (A)(2)h, below, within five business days of such occurrence.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the "Dissemination Agent"), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

- a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
- b. Unscheduled draws on debt service reserves reflecting financial difficulties;
- c. Unscheduled draws on credit enhancements reflecting financial difficulties;
- d. Substitution of credit or liquidity providers, or their failure to perform;
- e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers;
- g. Defeasances;
- h. Rating changes;
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person; or

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

- j. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;
- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee; or
- h. Incurrence of a financial obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders.

For the purposes of the events listed as (1)j. and (2)h., the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District’s determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District’s obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a “Listed Event”), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the District are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the District or this Board with respect to the sale and issuance of the Notes

and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is enhanced by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Electronic Signatures; DocuSign. The Board hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/_____ BOARD OF EDUCATION

COUNTY OF _____, CALIFORNIA

2024-2025 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES ____* TAX AND REVENUE ANTICIPATION

NOTE, SERIES ____

Date of
Original Issue

REGISTERED OWNER: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

<u>Interest Rate</u>		<u>Maturity Date</u>		
____%		_____, 20__		
<u>First</u> <u>Repayment Period</u>	<u>Second</u> <u>Repayment Period</u>	<u>Third</u> <u>Repayment Period</u>	<u>Fourth</u> <u>Repayment Period</u>	<u>Fifth</u> <u>Repayment Period</u>
____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity****

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 20__ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank Trust Company, National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this

* TAX AND REVENUE ANTICIPATION NOTE, SERIES ____* To bear this designation if this Note is a Series of Subordinate Notes.

**** Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

Note on any interest payment date or to pay the principal of or interest on this Note on the maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a pledge, lien, and security interest on a parity with the pledge, lien, and security interest securing this Note.

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2024-2025 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, the District has pledged to the registered owners of this Note (and any other notes issued by the District under the Resolution and secured by a pledge, lien, and security interest on a parity with the pledge, lien, and security interest securing this Note), and granted to the registered owners of this Note (and any other notes issued by the District under the Resolution and secured by a pledge, lien, and security interest on a parity with the pledge, lien, and security interest securing this Note) a lien on and security interest on all of its right, title, and interest, whether now owned or hereafter acquired, in, to, and under the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and

credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
Board Meeting Agenda Item Summary
March 21, 2024

AGENDA SECTION: **CONSENT ITEM**

AGENDA ITEM: **7.5 BUDGET REVISION 003-24a**

ATTACHMENTS: **BUDGET REVISION**

DISCUSSION:

Each month the District Business Office ensures that all expenditures are in line with the District's Adopted Budget. Revisions must be made to reflect the reality of a day-to-day living document, which must be updated as budget codes change to accommodate fluctuation in program resources.

The attached Budget Revision 003-24a is for March 2024.

RECOMMENDATION: The Superintendent recommends that the Board
APPROVE Budget Revision 003-24a.

PROPOSED ACTION: **APPROVE**

Budget Revision Report #003-24a

29 Monson-Sultana Jt. Union Elem. School District

3/11/2024

Fiscal Year: 2024

Control Number: 31160508

4:48:30 PM

	<u>Original</u> <u>Approved Budget</u>	<u>Revised</u> <u>Approved Budget</u>	<u>Change</u> <u>Amount</u>	<u>Proposed</u> <u>Revised Budget</u>	<u>Explanations</u>
Fund: 010 General Fund					
LCFF Sources	6,310,816.00	6,377,744.00	-	6,377,744.00	
Federal Revenues	1,721,288.00	2,079,207.00	45,119.00	2,124,326.00	#1
Other State Revenues	1,280,291.00	1,521,758.00	-	1,521,758.00	
Other Local Revenues	40,014.00	149,026.00	-	149,026.00	
Revenues	9,352,409.00	10,127,735.00	45,119.00	10,172,854.00	
Expenditures					
Certificated Salaries	2,570,694.00	2,521,948.00	248,907.00	2,770,855.00	#2
Classified Salaries	1,119,177.00	1,247,112.62	26,755.00	1,273,867.62	#2
Employee Benefits	2,020,795.00	2,007,334.30	128,612.00	2,135,946.30	#2
Books and Supplies	626,401.00	918,137.44	(9,692.00)	908,445.44	#2
Services, Other Operating Expenses	1,805,722.00	2,056,494.64	-	2,056,494.64	
Capital Outlay	2,396,390.00	3,415,414.00	-	3,415,414.00	
Other Outgo	59,674.00	66,174.00	-	66,174.00	
Direct Support/Indirect Costs	(15,277.00)	(16,394.00)	-	(16,394.00)	
Total Expenditures	10,583,576.00	12,216,221.00	394,582.00	12,610,803.00	
Other Financing Sources/Uses					
Transfer In	-	-	-	-	
Transfer Out	-	-	-	-	
Contributions	(299,017.00)	(352,709.00)	157.00	(352,552.00)	#3
Fund: 080 Student Activity Special Revenue Fund					
Other Local Revenues	5,001.00	5,001.00	-	5,001.00	
Revenues	5,001.00	5,001.00	-	5,001.00	
Expenditures					
Books and Supplies	2,500.00	2,500.00	-	2,500.00	
Services, Other Operating Expenses	1,500.00	1,500.00	-	1,500.00	
Total Expenditures	4,000.00	4,000.00	-	4,000.00	
Fund: 130 Cafeteria Special Revenue Fund					
Federal Revenues	410,000.00	410,000.00	-	410,000.00	
Other State Revenues	146,000.00	146,000.00	-	146,000.00	
Other Local Revenues	6,000.00	11,500.00	-	11,500.00	
Revenues	562,000.00	567,500.00	-	567,500.00	
Expenditures					
Classified Salaries	152,669.00	159,464.00	2,275.00	161,739.00	#4
Employee Benefits	80,958.00	81,076.00	867.00	81,943.00	#4
Books and Supplies	232,021.00	232,021.00	-	232,021.00	
Services, Other Operating Expenses	35,679.00	40,148.00	-	40,148.00	
Capital Outlay	110,000.00	160,000.00	-	160,000.00	
Direct Support/Indirect Costs	15,277.00	14,924.00	-	14,924.00	
Total Expenditures	626,604.00	687,633.00	3,142.00	690,775.00	

Budget Revision Report #003-24a						
29 Monson-Sultana Jt. Union Elem. School District						3/11/2024
Fiscal Year: 2024			Control Number: 31160508			4:48:30 PM
	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations	
Fund: 251 Developer Fees Fund						
Other Local Revenues	-	571.00	-	571.00		
Revenues	-	571.00	-	571.00		
Expenditures						
Services, Other Operating Expenses	-	500.00	-	500.00		
Capital Outlay	-	-	-	-		
Total Expenditures	-	500.00	-	500.00		
Fund: 350 County School Facilities Fund - New Construction						
Other State Revenues	-	-	-	-		
Other Local Revenues	-	10,323.00	-	10,323.00		
Revenues	-	10,323.00	-	-		
Expenditures						
Capital Outlay	350,000.00	350,000.00	-	350,000.00		
Total Expenditures	350,000.00	350,000.00	-	350,000.00		
Fund: 351 County School Facilities Fund - Modernization						
Other State Revenues	-	45.00	-	45.00		
Other Local Revenues	-	-	-	-		
Revenues	-	45.00	-	-		
Expenditures						
Capital Outlay	-	-	-	19,900.00		
Total Expenditures	-	-	-	-		
# 1 - Federal Revenue increased due to ESSER Rd 3 LLM III budgeting remainder funds in 2023/24 (expire 9/30/2024); Special Friends due to receiving additional funds for slight increase						
# 2 - Certificated & classified salaries with mandated benefits reflects an overall increase of 11.69% salary increase applied to salary schedules for 2023-2024; Books and supplies were reduced within Title I and III, and ESSER III -Learning Loss Programs due for adjustment for 11.69% salary increase with classified FTE's paid from these programs						
# 3 - Contributions increased due to cover the 11.69% salary increase with classified FTE's paid from program - Special Friends						
# 4 - Classified salaries with mandated benefits reflects an overall increase of 11.69% salary increase applied to salary schedules for 2023-2024						

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

March 21, 2024

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **7.6 2024-2025 BOARD OF TRUSTEES MEETING DATES**

ATTACHMENTS: **2024-2024 BOARD MEETING SCHEDULE**

DISCUSSION:

Board meetings are traditionally held on the first Tuesday of each month, with the exception of December and June to allow for budget adoption timelines, and August, January, and March due to the District's Break schedules.

RECOMMENDATION: The Superintendent recommends that the Board **APPROVE** the proposed Board Meeting dates for 2024-2025.

PROPOSED ACTION: **APPROVE**

MONSON-SULTANA SCHOOL
2024-2025 Board Meeting Dates

August 13, 2024	5:30 P.M.
September 3, 2024	5:30 P.M.
October 1, 2024	5:30 P.M.
November 5, 2024	5:30 P.M.
December 13, 2024	12:00 P.M.
January 14, 2025	5:30 P.M.
February 4, 2025	5:30 P.M.
March 11, 2025	5:30 P.M.
April 1, 2025	5:30 P.M.
May 6, 2025	5:30 P.M.
June 3, 2025	12:00 P.M.
June 17, 2025	8:00 A.M.

MONSON-SULTANA JOINT ELEMENTARY UNIFIED SCHOOL DISTRICT
Board Meeting Agenda Item Summary
March 21, 2024

AGENDA SECTION: **PERSONNEL**

AGENDA ITEM: **8.1 APPROVAL OF THE 2023-2024 AB1200 SALARY
SETTLEMENT DISCLOSURE AGREEMENT**

ATTACHMENTS: **SALARY SETTLEMENT DISCLOSURE AGREEMENT**

DISCUSSION:

The AB1200 Salary Settlement Disclosure Agreement must be filed with Tulare County Office of Education (TCOE) once the disclosures of collective bargaining expenses have been ratified. Both Monson-Sultana Joint Union Elementary School District (MSJUESD) and Monson-Sultana Association of Teachers (MSAT) ratified the agreement at the special Board Meeting on March 21, 2024.

RECOMMENDATION: The Superintendent recommends that the Board approve the 2023-2024 AB1200 Salary Settlement Disclosure Agreement.

PROPOSED ACTION: **APPROVE**

**Summary of Salary Settlement Agreement
With the**

Monson-Sultana Joint Union Elementary School District

Section 1: AGREEMENT

Document Preliminary Final Approved
(circle one)

Name of Bargaining/Represented Unit Monson-Sultana Classified Unit

The proposed agreement covers the period beginning 7/1/2023 and ending 6/30/2024 and

will be acted upon by the Governing Board at its meeting on 3/21/2024

Select the type of employee represented 1. Certificated Salaries

Report Version 2014.1

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

PUBLIC DISCLOSURE

The agreement was publicly disclosed on : 3/18/2024
Date

The agreement was [posted at / advertised in] : Location Newspaper Copies available in Business Office
(circle one) Details of Distribution

GENERAL

Section 2: STATUS OF BARGAINING UNIT AGREEMENTS

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

			# of Employees Represented
Certificated	(Select One)	Included in Disclosure	<u>22</u>
Classified	(Select One)	Settled	<u>23</u>

Section 3: PROPOSED CHANGE IN COMPENSATION

Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year Increase/Decrease 2023-24	Year 2 Increase/Decrease 2024-25	Year 3 Increase/Decrease 2025-26
1 Salary Schedule	\$ 1,826,104.00	\$213,471.56	\$89,939.00	\$0.00
% Increase		11.69%	0.00%	0.00%
Step and Column				
		\$11,230.54	\$13,359.26	(\$2,081.62)
		0.62%	0.73%	-0.23%
2 Other Compensation	\$0.00	\$0.00	\$0.00	\$0.00
Stipends, Bonuses, Longevity		0.00%	0.00%	0.00%
Overtime, Differential, etc.				
Description of other compensation				
3 Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare	\$475,150.00	\$49,054.49	\$33,788.27	(\$7,296.83)
		10.32%	2.07%	-1.47%
4 Health/Welfare Plans	\$366,861.00	\$6,520.95	\$16,971.60	\$0.00
		1.78%	0.00%	0.00%
5 Total Compensation, Add Items 1 thru 4 to equal 5	\$ 2,668,115.00	\$280,277.54	\$154,058.13	(\$9,378.45)
		10.50%	5.77%	-0.35%
6 Total Number of Represented Employees (Use FTEs if appropriate)	22.00			
7 Total Compensation Cost for Average Employee	\$121,277.95	\$12,739.89	\$7,002.64	-\$426.29
		10.50%	5.77%	-0.35%

Please include an explanation for all questions.

- 1 Provide a brief narrative of the proposed agreement, including but not limited to:
Proposed changes in compensation, step and column, COLA, health & welfare, include effective dates.
Health and Welfare cap was increased 1.78%, which resulted in \$296.10/per employee annual cost of \$16,971.90 per FTE ; Certificated teachers continue to receive an instructional / common core budget of \$650/restricted and \$150/unrestricted; Certificated teachers will receive a 11.69% salary schedule for 2023-2024
- 2 Were any additional steps, columns, or ranges added to the schedules? (If yes, explain)
Column 90 units was replaced with 75 units, and column 75 column was eliminated, which was a cost of .79% adjustment cost
- 3 Explain Non-Compensation Items. I.e.. Class Size changes, Staff Development Days, Teacher Prep Time, etc.
N/A
- 4 Explain specific impact (positive or negative) on instructional and support programs to accommodate the settlement? Include staff reductions or increases, elimination or addition of services or programs.
N/A
- 5 Describe contingency language included in the agreement.
New Collective Bargaining Agreement created for 2023-2024 due to MSAT formalizing as a Union
- 6 Are there any major provisions that do not directly affect the district's costs such as binding arbitration, grievance procedures, etc.?
None
- 7 What is the Source of Funding for Proposed Agreement in Current Year?
General Fund Reserves and Local Control Funding Formula (LCFF)
- 8 If multi-year agreement, what is the source of funding, including assumptions used, to fund the obligations in future years?
General Fund Reserves and Local Control Funding Formula (LCFF); Anticipation of retirees within the current and subsequent year

Section 6: IMPACT ON CURRENT YEAR		Monson-Sultana Joint Union Elementary School Dist			
General Fund	Latest Brd Apprvd Budget	Settlement Costs Agreement Adjustments	Previously Budgeted	Other Budget Adjustments	New Projected Budget
OPERATING REVENUES					
LCFF/Revenue Sources (8010-8099)	\$6,377,744	\$0	\$0	\$0	\$6,377,744
Federal Revenues	\$2,079,207	\$0	\$0	\$45,119	\$2,124,326
Other State Revenues	\$1,515,337	\$0	\$0	\$0	\$1,515,337
Other Local Revenues	\$149,026	\$0	\$0	\$0	\$149,026
TOTAL	\$10,121,314	\$0	\$0	\$45,119	\$10,166,433
OPERATING EXPENDITURES					
Certificated Salaries	\$2,521,948	\$224,704	\$0	\$24,203	\$2,770,855
Classified Salaries	\$1,247,113	\$0	\$0	\$26,755	\$1,273,868
Employee Benefits	\$2,007,334	\$55,569	\$0	\$73,043	\$2,135,946
Books and Supplies	\$918,137	\$0	\$0	-\$9,692	\$908,445
Services, Other Operating Expenses	\$2,056,495	\$0	\$0	\$0	\$2,056,495
Capital Outlay	\$3,415,414	\$0	\$0	\$0	\$3,415,414
Other Outgo	\$66,174	\$0	\$0	\$0	\$66,174
Direct/Indirect Support Costs	-\$14,924	\$0	\$0	\$0	-\$14,924
TOTAL	\$12,217,691	\$280,273	\$0	\$114,309	\$12,612,273
OPERATING SURPLUS (DEFICIT)	-\$2,096,377	-\$280,273	\$0	-\$69,190	-\$2,445,840

OTHER FINANCING SOURCES/USES					
Transfers In	\$0	\$0	\$0	\$0	\$0
Transfers <Out>	\$0	\$0	\$0	\$0	\$0
Other Sources	\$0	\$0	\$0	\$0	\$0
Other <Uses>	\$0	\$0	\$0	\$0	\$0
Contributions	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE -					
(DECREASE) TO FUND BALANCE	-\$2,096,377	-\$280,273	\$0	-\$69,190	-\$2,445,840
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$6,913,792				\$6,913,792
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$6,913,792				\$6,913,792
Ending Fund Balance	\$4,817,415	-\$280,273	\$0	-\$69,190	\$4,467,952
COMPONENTS OF ENDING BALANCE:					
a. Nonspendable	\$8,000				\$8,000
b. Restricted	\$1,897,360				\$1,895,384
c. Committed	\$0				\$0
1. Stabilization Arrangements	\$0				\$0
2. Other Commitments	\$0				\$0
d. Assigned	\$1,082,072				\$1,082,072
e. Unassigned/Unappropriated	\$0				\$0
1. Reserve for Economic Uncertainties	\$300,000				\$300,000
2. Unassigned/Unappropriated	\$1,529,983				\$1,182,496
f. Total Components of Ending Fund Balance	\$4,817,415				\$4,467,952
(Line f must agree with Ending Fund Balance)					

Section 7: IMPACT ON CURRENT YEAR UNRESTRICTED RESERVES

I. State Reserve Standard

Total Expenditures, Transfers Out and Uses	\$	12,612,273
State Standard Minimum Reserve Percentage		4%
State Standard Minimum Reserve Amount	\$	504,491

II. Budgeted Unrestricted Reserved

General Fund Budgeted Unrestricted Reserved for Economic Uncertainties (9789)	\$	300,000
General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$	1,182,496
Special Reserve Fund (17) Budgeted Designated for Economic Uncertainties & Undesignated Ending Fund Balance	\$	0
Total District Budgeted Unrestricted Reserves (sum lines 1 - 6)	\$	1,482,496

III. Do unrestricted reserves meet the state standard minimum reserve amount?

Yes

X

No

COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN LCFF FUNDING

(a) LCFF Base Funding for year prior to settlement	\$14,809.88
(b) Projected LCFF Base Funding for year of settlement	\$14,870.35
(c) Amount of Current-Year Increase: (b) minus (a)	\$60.47
(d) Percentage Increase Base LCFF Funding: (c) divided by (a)	0.41%
(e) Total Compensation Percentage Increase from Section 3, Line 7, Page 1 for current year	10.50%

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

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

Description	Revenue Increases/(Decreases)	Expenditure Increases/(Decreases)	Fund Balance Reduction
LCFF Revenues net Previously Budget Increased			
Federal Revenues net Previously Budget Increased	45,119		
State Revenues net Previously Budget Decreased			
Local Revenues net Previously Budget Increased			
Contribution net Previously Budgeted Increases			
Certificated Salary Costs net Previously Budget Increases		248,907	
Classified Salary Costs net Previously Budget Increases		26,755	
Mandated Benefits Costs net of Previously Budgeted Increases		122,091	
Salary Settlement Costs(H&W) net Previously Budgeted Increases		6,521	
Books and Supplies Expenses net Previously Budget Increases		(9,692)	
Services, Other Operating Expenses net Previously Budget Decreases			
Capital Outlay Expenses net Previously Budget Increases			
Direct Support/Indirect Costs net Previously Budget Increases			
Fund Balance Reduction			(349,463)
Totals (must agree with Section 6)	45,119	394,582	(349,463)

Budget Revisions must be filed with County Office of Education on or before: 3/21/2024

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

		Certification of Financial Condition
		Positive Certification
		Select One
District Superintendent	3/21/2024	
(Signature)	Date	
		Positive Certification
		Select One
District Chief Business Officer	3/21/2024	
(Signature)	Date	

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on, 3/21/2024
took action to approve the proposed Agreement with the Monson-Sultana Association of Teachers Unit Bargaining Unit and adopted the new budget
figures as calculated per the agreement.

President, Governing Board	3/21/2024
(Signature)	Date

Section 9: MULTI-YEAR PROJECTION - GENERAL FUND

Monson-Sultana Joint Union Elementary School Dist

General Fund	2023-24 Projected Budget	Change	2024-25 Projected Budget	Change	2025-26 Projected Budget
LATEST PREPARED FORM MYP - ATTACHED					
Date Prepared	3/18/2024				
It Includes this Settlement	3/21/2024				
Fund 01 Expenditures and Other Financing Uses	\$12,612,273		\$8,860,383		\$8,618,999
Total Available Reserves	\$2,572,568		\$1,686,308		\$977,813
IMPACT OF AGREEMENT ON AVAILABLE RESERVES	(\$280,278)		(\$154,058)		\$9,378
OTHER ADJUSTMENTS TO AVAILABLE RESERVES					
Nonspendable	-\$8,000		-\$8,000		-\$8,000
Assigned - Bus Repair	-\$25,000				
Assigned - Litigation	-\$25,000				
Assigned - Drinking Well	-\$100,000				
Assigned - GASB 54 Trust	-\$78,595		-\$78,595		-\$78,595
Retiree's H&W	-\$50,913		-\$84,855		-\$118,797
Assigned - Transportation/lottery	-\$356,379		-\$356,355		-\$327,595
Assigned - Gym addition RR & Concessions	-\$446,185				
ESTIMATED RESERVES AFTER SETTLEMENT	\$1,202,218		\$1,004,445		\$454,204

MINIMUM RESERVE LEVEL					
Minimum Required Percent	4%				
Required Amount per Form MYP Attached	504,491		354,415		344,760
Required Amount after Settlement	0		0		0
Over (Under) Required Reserves	1,202,218.46		1,004,445		454,204
Reserve Requirement Met?	Yes		Yes		Yes

Section 3 :Proposed Change in Compensation

Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement			
		Current Year Increase/Decrease 2023-24	Year 2 Increase/Decrease 2024-25	Year 3 Increase/Decrease 2025-26	
1 Salary Schedule	\$ 1,826,104.00	\$213,471.56	\$0.00	\$0.00	
% Increase		11.69%	0.00%	0.00%	
		\$11,230.54	\$13,359.26	(\$4,330.62)	
Step and Column		0.62%	0.73%	-0.23%	
2 Other Compensation	\$0.00	\$0.00	\$0.00	\$0.00	
Stipends, Bonuses, Longevity Overtime, Differential, etc.		0.00%	0.00%	0.00%	
Description of other compensation					
3 Statutory Benefits STRS, PERS, FICA,WC,UI, Medicare	\$475,150.00	\$49,054.49	\$10,845.27	(\$7,843.83)	
		10.32%	2.07%	-1.47%	
4 Health/Welfare Plans	\$366,861.00	\$6,520.95	\$0.00	\$0.00	
		1.78%	0.00%	0.00%	
5 Total Compensation, Add Items 1 thru 4 to equal 5	\$ 2,668,115.00	\$280,277.54	\$24,204.53	(\$12,174.45)	
		10.50%	0.91%	-0.46%	

Section 6: IMPACT ON CURRENT YEAR

General Fund - Unrestricted	Latest Brd Apprvd Budget	Settlement Costs Agreement Adjustments	<Previously> Budgeted	Other Budget Adjustments	New Projected Budget
OPERATING REVENUES					
LCFF/Revenue Sources (8010-8099)	\$6,377,744				\$6,377,744
Federal Revenues	\$3,000				\$3,000
Other State Revenues	\$109,325				\$109,325
Other Local Revenues	\$120,687				\$120,687
TOTAL	\$6,610,756		\$0	\$0	\$6,610,756
OPERATING EXPENDITURES					
Certificated Salaries	\$2,350,538	\$224,704		\$23,798	\$2,599,040
Classified Salaries	\$843,203			-\$13,880	\$829,323
Employee Benefits	\$1,500,156	\$55,569		\$57,453	\$1,613,178
Books and Supplies	\$352,091				\$352,091
Services, Other Operating Expenses	\$1,065,112				\$1,065,112
Capital Outlay	\$2,112,351				\$2,112,351
Other Outgo	\$66,174				\$66,174
Direct/Indirect Support Costs	-\$50,333				-\$50,333
TOTAL	\$8,239,292	\$280,273	\$0	\$67,371	\$8,586,936
OPERATING SURPLUS (DEFICIT)	-\$1,628,536	-\$280,273	\$0	-\$67,371	-\$1,976,180
OTHER FINANCING SOURCES/USES					
Transfers In	\$0				\$0
Transfers <Out>	\$0				\$0
Other Sources	\$0				\$0
Other <Uses>	\$0				\$0
Contributions	-\$352,709			\$157	-\$352,552
TOTAL	-\$352,709	\$0	\$0	\$157	-\$352,552
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	-\$1,981,245	-\$280,273	\$0	-\$67,214	-\$2,328,732
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$4,901,300				\$4,901,300
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$4,901,300				\$4,901,300
Ending Fund Balance	\$2,920,055	-\$280,273	\$0	-\$67,214	\$2,572,568
COMPONENTS OF ENDING FUND BALANCE:					
a. Nonspendable	\$8,000				\$8,000
b. Restricted					
c. Committed					
1. Stabilization Arrangements					
2. Other Commitments					
d. Assigned	\$1,082,072				\$1,082,072
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncertainties	\$300,000				\$300,000
2. Unassigned/Unappropriated	\$1,529,983				\$1,182,496
f. Total Components of Ending Fund Balance (Line f must agree with Ending Fund Balance)	\$2,920,055				\$2,572,568

Section 3 :Proposed Change in Compensation

Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement			
		Current Year Increase/Decrease 2023-24	Year 2 Increase/Decrease 2024-25	Year 3 Increase/Decrease 2025-26	
1 Salary Schedule	\$ -	\$0.00	\$89,939.00	\$0.00	
% Increase		0.00%	0.00%	0.00%	%
		\$0.00	\$0.00	\$2,249.00	
Step and Column		0.00%	0.00%	2.50%	%
2 Other Compensation	\$0.00	\$0.00	\$0.00	\$0.00	
Stipends, Bonuses, Longevity Overtime, Differential, etc		0.00%	0.00%	0.00%	%
Description of other compensation					
3 Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare	\$0.00	\$0.00	\$22,943.00	\$547.00	
		0.00%	0.00%	0.00%	%
4 Health/Welfare Plans	\$0.00	\$0.00	\$16,971.60	\$0.00	
		0.00%	0.00%	0.00%	%
5 Total Compensation, Add Items 1 thru 4 to equal 5	\$ -	\$0.00	\$129,853.60	\$2,796.00	
		#DIV/0!	#DIV/0!	#DIV/0!	%

Section 6: IMPACT ON CURRENT YEAR

General Fund - Restricted	Latest Brd Apprvd Budget	Settlement Costs Agreement Adjustments	Previously Budgeted	Other Budget Adjustments	New Projected Budget
OPERATING REVENUES					
LCFF/Revenue Sources (8010-8099)	\$0				\$0
Federal Revenues	\$2,076,207			\$45,119	\$2,121,326
Other State Revenues	\$1,406,012				\$1,406,012
Other Local Revenues	\$28,339				\$28,339
TOTAL	\$3,510,558			\$45,119	\$3,555,677
OPERATING EXPENDITURES					
Certificated Salaries	\$171,410			\$405	\$171,815
Classified Salaries	\$403,910			\$40,635	\$444,545
Employee Benefits	\$507,178			\$15,590	\$522,768
Books and Supplies	\$566,046			-\$9,692	\$556,354
Services, Other Operating Expenses	\$991,383				\$991,383
Capital Outlay	\$1,303,063				\$1,303,063
Other Outgo	\$0				\$0
Direct/Indirect Support Costs	\$35,409				\$35,409
TOTAL	\$3,978,399	\$0	\$0	\$46,938	\$4,025,337
OPERATING SURPLUS (DEFICIT)	-\$467,841	\$0	\$0	-\$1,819	-\$469,660
OTHER FINANCING SOURCES/USES					
Transfers In	\$0				\$0
Transfers <Out>	\$0				\$0
Other Sources	\$0				\$0
Other <Uses>	\$0				\$0
Contributions	\$352,709			-\$157	\$352,552
TOTAL	\$352,709	\$0	\$0	-\$157	\$352,552
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	-\$115,132	\$0	\$0	-\$1,976	-\$117,108
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$2,012,492				\$2,012,492
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$2,012,492				\$2,012,492
Ending Fund Balance	\$1,897,360	\$0	\$0	-\$1,976	\$1,895,384
COMPONENTS OF ENDING BALANCE:					
a. Nonspendable					
b. Restricted	\$1,897,360				\$1,895,384
c. Committed					
1. Stabilization Arrangements					
2. Other Commitments					
d. Assigned					
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncertainties					
2. Unassigned/Unappropriated	\$0				\$0
f. Total Components of Ending Fund Balance	\$1,897,360				\$1,895,384
(Line f must agree with Ending Fund Balance)					

Section 3 : Proposed Change in Compensation

Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year Increase/Decrease 2023-24	Year 2 Increase/Decrease 2024-25	Year 3 Increase/Decrease 2025-26
1 Salary Schedule		\$0.00	\$0.00	\$0.00
% Increase		0.00% %	0.00% %	0.00% %
		\$0.00	\$0.00	\$0.00
Step and Column		0.00% %	0.00% %	0.00% %
2 Other Compensation		\$0.00	\$0.00	\$0.00
Stipends, Bonuses, Longevity Overtime, Differential, etc		0.00% %	0.00% %	0.00% %
Description of other compensation				
3 Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare		\$0.00	\$0.00	\$0.00
		0.00% %	0.00% %	0.00% %
4 Health/Welfare Plans		\$0.00	\$0.00	\$0.00
		0.00% %	0.00% %	0.00% %
5 Total Compensation, Add Items 1 thru 4 to equal 5	\$ -	\$0.00	\$0.00	\$0.00
		#DIV/0!	#DIV/0!	#DIV/0!

Section 6: IMPACT ON CURRENT YEAR

Cafeteria Fund	Latest Brd Apprvd Budget	Settlement Costs Agreement Adjustments	Previously Budgeted	Other Budget Adjustments	New Projected Budget
OPERATING REVENUES					
LCFF/Revenue Limit Sources (8010-8099)	\$0				\$0
Federal Revenues	\$410,000				\$410,000
Other State Revenues	\$146,000				\$146,000
Other Local Revenues	\$11,500				\$11,500
TOTAL	\$567,500		\$0	\$0	\$567,500
OPERATING EXPENDITURES					
Certificated Salaries	\$0				\$0
Classified Salaries	\$159,464			\$2,275	\$161,739
Employee Benefits	\$81,076			\$867	\$81,943
Books and Supplies	\$232,021				\$232,021
Services, Other Operating Expenses	\$40,148				\$40,148
Capital Outlay	\$160,000				\$160,000
Other Outgo	\$0				\$0
Direct/Indirect Support Costs	\$14,924				\$14,924
TOTAL	\$687,633	\$0	\$0	\$3,142	\$690,775
OPERATING SURPLUS (DEFICIT)	-\$120,133	\$0	\$0	-\$3,142	-\$123,275
OTHER FINANCING SOURCES/USES					
Transfers In	\$0				\$0
Transfers <Out>	\$0				\$0
Other Sources	\$0				\$0
Other <Uses>	\$0				\$0
Contributions	\$0				\$0
TOTAL	\$0	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	-\$120,133	\$0	\$0	-\$3,142	-\$123,275
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$407,806				\$407,806
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$407,806				\$407,806
Ending Fund Balance	\$287,673	\$0	\$0	-\$3,142	\$284,531
COMPONENTS OF ENDING BALANCE:					
Reserve for:					
Revolving Cash					
Stores					
Other Reserves					
Designations					
Economic Uncertainties					
Other Designations	\$287,673				\$284,531
Undesignated/Unappropriated	\$0				\$0

Monson-Sultana Joint Union Elementary School District

Parent & Teacher Organizations

[illegible]

Current List must be supplied for each settlement disclosure

Indx	Fund	Restricted	ObjectMajor	ObjectGroup	RevTot
0100RB05	0100	R	B. Expenditures	05) Services, Other Operating Expenses	\$991,382.64
0100UB08	0100	U	B. Expenditures	08) Direct Support/Indirect Costs	-\$50,333.00
0100UD05	0100	U	D. Other Financing Sources/Uses	05) Contributions	-\$352,709.00
1300BB08	1300	B	B. Expenditures	08) Direct Support/Indirect Costs	\$14,924.00
0100RA03	0100	R	A. Revenues	03) Other State Revenues	\$1,406,012.00
0100RD05	0100	R	D. Other Financing Sources/Uses	05) Contributions	\$352,709.00
0100UI01	0100	U	I. Components of Ending Fund Balance	01) Beginning Fund Balance	\$4,901,300.42
1300BB06	1300	B	B. Expenditures	06) Capital Outlay	\$160,000.00
1300BI01	1300	B	I. Components of Ending Fund Balance	01) Beginning Fund Balance	\$407,806.03
0100RB02	0100	R	B. Expenditures	02) Classified Salaries	\$403,909.62
0100RB04	0100	R	B. Expenditures	04) Books and Supplies	\$566,046.44
0100RI01	0100	R	I. Components of Ending Fund Balance	01) Beginning Fund Balance	\$2,012,491.70
0100UA02	0100	U	A. Revenues	02) Federal Revenues	\$3,000.00
0100UB01	0100	U	B. Expenditures	01) Certificated Salaries	\$2,350,538.00
0100UB06	0100	U	B. Expenditures	06) Capital Outlay	\$2,112,351.00
1300BA02	1300	B	A. Revenues	02) Federal Revenues	\$410,000.00
0100RA02	0100	R	A. Revenues	02) Federal Revenues	\$2,076,207.00
0100RB06	0100	R	B. Expenditures	06) Capital Outlay	\$1,303,063.00
0100UA03	0100	U	A. Revenues	03) Other State Revenues	\$109,325.00
0100UA04	0100	U	A. Revenues	04) Other Local Revenues	\$120,687.00
0100UB02	0100	U	B. Expenditures	02) Classified Salaries	\$843,203.00
0100UB04	0100	U	B. Expenditures	04) Books and Supplies	\$352,091.00
0100UB07	0100	U	B. Expenditures	07) Other Outgo	\$66,174.00
1300BA03	1300	B	A. Revenues	03) Other State Revenues	\$146,000.00
1300BA04	1300	B	A. Revenues	04) Other Local Revenues	\$11,500.00
1300BB04	1300	B	B. Expenditures	04) Books and Supplies	\$232,021.00
0100RA04	0100	R	A. Revenues	04) Other Local Revenues	\$28,339.00
0100RB01	0100	R	B. Expenditures	01) Certificated Salaries	\$171,410.00
0100RB03	0100	R	B. Expenditures	03) Employee Benefits	\$507,178.30
0100UA01	0100	U	A. Revenues	01) LCFF Sources	\$6,377,744.00
0100RB08	0100	R	B. Expenditures	08) Direct Support/Indirect Costs	\$35,409.00
0100UB03	0100	U	B. Expenditures	03) Employee Benefits	\$1,500,156.00
0100UB05	0100	U	B. Expenditures	05) Services, Other Operating Expenses	\$1,065,112.00
1300BB02	1300	B	B. Expenditures	02) Classified Salaries	\$159,464.00
1300BB03	1300	B	B. Expenditures	03) Employee Benefits	\$81,076.00
1300BB05	1300	B	B. Expenditures	05) Services, Other Operating Expenses	\$40,148.00

MONSON-SULTANA JOINT ELEMENTARY UNIFIED SCHOOL DISTRICT

Board Meeting Agenda Item Summary

March 21, 2024

AGENDA SECTION:

PERSONNEL

AGENDA ITEM:

**8.2 CONTRACTUAL BARGAINING AGREEMENT BETWEEN
MSJUESD AND MSAT**

ATTACHMENTS:

CONTRACTUAL BARGAINING AGREEMENT

DISCUSSION:

The Monson-Sultana Joint Union Elementary School District (MSJUESD) reached a tentative agreement with the Monson-Sultana Association of Teachers (MSAT) on February 28th, 2024 after months of negotiating. The Superintendent recommends to the school board to ratify this tentative agreement as presented.

RECOMMENDATION:

The Superintendent recommends the Board approve the Contractual Bargaining Agreement.

PROPOSED ACTION:

APPROVE

**Tentative Agreement by and between the Monson Sultana Joint Union
Elementary School District and the Monson Sultana Association of Teachers
/CTA/NEA for the year 2023/2024**

February 28, 2024

(The Parties have reached tentative agreement on the CBA below.)

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ARTICLE I: AGREEMENT

- 1.1 This Agreement is made and entered into by and between the Board of Education of the Monson Sultana Joint Union Elementary School District, which together with its administrative staff and representatives shall be referred to in the Agreement as the "District" and the Monson Sultana Association of Teachers, CTA/NEA, the certificated employees' exclusive representative which together with its officers and representatives shall be referred to in the Agreement as the "Association."
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the "EERA."
- 1.3 This Agreement shall remain in full force and effect from July 1, 2023, and shall continue until June 30, 2026. The Parties agree that the salary provided in Appendix A goes in to effect July 1, 2023, all remaining portions of this Agreement shall take effect the first Monday following the Board meeting where this Agreement is approved. The parties understand that while the Agreement expires June 30, 2026, the terms of the Agreement will continue to apply as the status quo as required by the EERA until a successor agreement is reached.

ARTICLE II: RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative of all certificated employees of the District including all permanent, probationary, and temporary contractual certificated Unit Members, and excludes management, confidential employees, classified, supervisory employees, summer school teachers, and substitute teachers for the purpose of meeting and negotiating.

ARTICLE III: DEFINITIONS

- 3.1 "District" is the Monson-Sultana Joint Union Elementary School District, its Board of Education, Administration, and other designated representatives.

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- 3.2 "Association" means the Monson-Sultana Association of Teachers, CTA/NEA, its officers, and representatives. The Association is the exclusive representative of the certificated bargaining unit in the District.
- 3.3 "Immediate Supervisor" means the unit member's administrators, and/or supervisors who have direct responsibility for supervising the Unit Members.
- 3.4 "Unit Member" means any certificated employee of the District who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- 3.5 "Day" means days the main District office is open for business.
- 3.6 "Duty Day(s)" means day(s) during which Unit Members are required by contract to render service.
- 3.7 "Instructional Day(s)" means any day(s) pupils are present for instruction.
- 3.8 "Pupil-Free Day" means any day of service required of unit members for the purposes of staff development, preparation, planning, or other professional activity.
- 3.9 "Daily Rate of Pay" means the Unit Member's annual scheduled salary divided by the number of duty days required by the Agreement.
- 3.10 "Site" means a building or location where Unit Members work.

ARTICLE IV: NEGOTIATIONS PROCEDURES

- 4.1 No later than April 15th of the year in which this Agreement expires, the Association and District shall submit their initial proposals to each other for a successor Agreement. The District shall give proper public notice of such proposals within thirty (30) calendar days of the Association providing the District with its initial proposal.
- 4.2 The date for submission of initial proposals can be changed upon mutual agreement between the District and the Association.

ARTICLE V: MAINTENANCE OF STANDARDS

- 5.1 The District shall not reduce or eliminate any benefits or professional advantages which were enjoyed by Unit Members as of the effective date of this Agreement unless otherwise

provided by the express terms of this Agreement.

- 5.2 This Agreement shall supersede Board policies and administrative regulations to the extent that they are in conflict with the express terms of this Agreement.
- 5.3 The parties to this Agreement shall not interpret or apply this Agreement, any of its terms, or the work rules, which implement this Agreement in a manner that is arbitrary, capricious, or discriminatory.

ARTICLE VI: SAVINGS

- 6.1 If any provision of this Agreement or any application of this Agreement to any Unit Member or group of Unit Members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 6.2 Should a provision or application be deemed invalid as described in Article 6.1 above, the parties shall meet not later than ten (10) Days after such a court decision to renegotiate the provision or provisions affected.

ARTICLE VII: PROFESSIONAL RIGHTS

- 7.1 Personnel File
 - 7.1.1 The District shall maintain the official personnel files at the District Office.
- 7.2 Derogatory material shall not be placed in the Unit Member's personnel file until the Unit Member has the opportunity to review and the Unit Member has had at least five Days to read and respond to the material. The Unit Member shall acknowledge having read such material by affixing their signature or the signature of a witness if the Unit Member refuses to sign on the actual copy to be filed. Such signature does not indicate agreement with content. A copy of such material shall be made available to the Unit Member upon written request at no cost. Unit Members shall also be given an opportunity during the school day and with compensated release time to initial and date the material and to prepare a written response to such material. The written response shall be attached to the materials.

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- 7.3 Unit Members may review, upon request, the content of their personnel files. A Unit Member may have a representative present when an inspection of their file is made.
- 7.4 Requests to inspect one's official personnel file shall be honored by appointment through the District Office during office hours, but outside the Unit Member's duties when they have direct responsibility of students.
- 7.5 The contents of all official Unit Member personnel files shall be kept in strictest confidence, unless required by law to disclose the information.
- 7.6 Written authorization by the Unit Members shall be required prior to any review of the personnel file by an agent of the Unit Member.

ARTICLE VIII: MANAGEMENT RIGHTS

- 8.1 It is understood and agreed that the District retains all of its power and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; and determine the methods of raising revenue. The District further retains the right to take action on any matter as necessitated by an emergency (including an act of God, natural disaster such as flood, fire, fog, power outage, earthquake, significant school crisis incidents, or physical disaster such as riot or war). In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees consistent with the law, and the terms of this agreement.
- 8.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by

the law and the terms of this Agreement, and then only to the extent such terms are in conformance with law.

ARTICLE IX: TEACHING HOURS

- 9.1 The District and Association recognize that for computational purposes only, i.e., computing leave, etc., a seven (7) hour workday shall be utilized for Unit Members. The District and Association recognize that a Unit Member's day-to-day professional duties may include: instructional activities; grading and preparation; overseeing student detention; campus and student supervision, safety and investigations; parent conferences and meetings; IEP meetings; staff and faculty meetings; professional growth and in-service meetings; student diagnostic and assessment activities; school and student record maintenance; curriculum development; meetings required by administration; and instructional materials development.
- 9.2 Preparation time during the school day shall be equitable for all Unit Members at the same instructional level and/or subject area.
- 9.3 The normal on-site workday for Unit Members shall begin at 7:55 a.m. and end at 3:15 p.m.
- 9.3.1 Unit Members may arrive to campus at 7:55 a.m. and leave campus at 3:15 p.m. without the permission of the Superintendent and without a deduction from their leaves, unless the Unit Member must perform other duties as stated in this Agreement. If the Unit Member arrives after 7:55 a.m. or leaves prior to 3:15 p.m., the Unit Member shall follow applicable rules and leaves will be deducted starting at 7:45 a.m. and ending at 3:25 p.m.
- 9.3.2 One day a week, students shall be released early. Once students are released, the remainder of the day shall be District led collaboration and professional development. One hour will be teacher collaboration time between Unit Members. This day shall not be individual preparation time unless determined appropriate by the Superintendent. Up to ten (10) times a year, the District can use the entire time after students are released for training or other topics as determined appropriate by the District.

- 9.3.3 On foggy days, if the District determines that the student instructional day will be delayed, Unit Members shall be required to report for duty fifteen (15) minutes before the District scheduled start time for students. If the District determines that there is a need to add instructional minutes due to the loss of instructional time, Unit Members shall work those additional minutes without additional compensation.
- 9.3.4 Unit Members who run after school detention for students shall receive flexible leave time for the time they work after 3:15 p.m.
- 9.4 In addition to the hours indicated above, the District may require Unit Members to attend these school related activities: parent conferences, back to school night, school carnival, and graduation at no additional compensation. Any other school related activities that occur outside of the duty day and are not specifically authorized in this Agreement, where the Superintendent or Principal requests in writing that the Unit Members attend the school related activities and the Unit Member accepts the request, shall be paid the hourly rate specified in Article 17.4.2. If the activity does not qualify for pay at the hourly rate, the Superintendent or Principal shall indicate in the request that it is voluntary.
- 9.5 There will be two (2) weeks of parent conferences. Both rounds of parent conferences will be a full week of minimum days (Monday through Friday) with student release time at 1:15 P.M. For the second conference week, conferences will be scheduled for all students, however, parents of students who are achieving grade level standards based on criteria determined by grade span may choose not to attend parent conferences.
- 9.5.1 In recognition that Unit Members may be required to work past their work hours for parent conferences, if a Unit Member has met with 100% of their parents or if the Unit Member has rescheduled the meeting for the following week, the Unit Member may end their workday at 2:00 p.m. on the Friday of parent conferences.
- 9.6 All Unit Members shall have a forty (40) minute duty free lunch.
- 9.7 The Principal may call an emergency meeting and provide Unit Members as much notice as possible. Such meetings shall normally be no longer than 30 minutes, except by mutual agreement of the immediate supervisor and a majority of Unit Members at the meeting.

- 9.8 The Unit Member Duty Day prior to Winter Recess and Spring Break shall be considered shortened days and the Unit Member may leave campus fifteen (15) minutes after the Unit Member's student dismissal time.
- 9.9 Unit Members accompanying their students on school field trips, including, but not limited to, Clemmie Gill School of Science and Conservation ("SCICON"), shall be excluded from this Article for the day(s) they participate in the field trip.
- 9.10 Unit Members wishing to volunteer additional time beyond the normal workday and/or Unit Members wishing to volunteer additional services during the normal workday may do so.
- 9.11 Work Year and School Calendar. The Unit Member work year shall be one hundred eighty-five (185) days.
- 9.12 Unit Members shall have at least 300 minutes of individual Unit Member preparation time each work week within the on-site work week starting at 7:45 and ending at 3:25 p.m. Student recesses of twenty (20) minutes or less that occur during the student instructional day and the teacher duty free lunch do not count toward the 300 minutes of individual Unit Member preparation time. The 300 minutes includes time before and after the student instructional day. When there are not five Duty Days in a work week, this minimum amount of individual Unit Member preparation time shall be reduced accordingly.
- 9.12.1 The District may request a Unit Member to substitute for another Unit Member. The Unit Member may refuse such request. If the Unit Member accepts the request, they will be allowed to accrue flexible leave time or be paid the hourly rate specified in Appendix B. Any time a Unit Member spends substituting shall still be counted towards the total work week minutes requirement of preparation time.
- 9.13 IEP Meetings
- 9.13.1 The District shall make every effort to schedule IEP meetings during the workday, unless all participants are not able attend. Otherwise, IEP meetings will be scheduled as soon as possible before or after the workday when all participants are able to attend. Unit Members will attend up to four (4) IEP, SST, 504, Behavior meetings beyond the contracted duty day per school year without additional compensation. If a Unit Member attends more than four (4) IEP, SST,

504, Behavior meetings beyond the contracted duty day in a school year the Unit Member shall be paid at the hourly rate specified in Article 17.4.2.

9.14 Classroom Supplies

9.14.1 Unit Members shall be provided access to the following:

9.14.1.1 \$650 for restricted expenses for educational classroom supplies to benefit students in the current school year as outlined in District policy.

9.14.1.2 \$150 for unrestricted expenses for classroom supplies to benefit students in the current school year as outlined in District policy.

9.14.2 The above will be provided to Unit Members as a reimbursement. In order to assist the District Business office, Unit Members are requested to submit their requests at the end of the month in which the purchase is made. Purchases must be made between July 1 and May 1 of a given school year in order to be reimbursed.

ARTICLE X: GRIEVANCE PROCEDURE

10.1 Definitions

10.1.1 Grievance

A "grievance" is a claim by one (1) or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

10.1.2 Grievant

A "grievant" is any Unit Member covered by the terms of this Agreement, and/or the Association. In a case of multiple grievance claims on the same issue, the District, along with the Association, may elect to hear only the first written grievance filed and when a decision at the highest level is rendered, it shall be applicable to all claims on the same issue, arising from the same set of circumstances.

10.1.3 Day

Is any "Duty Day" as defined in Article 3: Definitions.

10.1.4 Immediate Supervisor

The "immediate supervisor" is the administrator having immediate supervisory jurisdiction over the grievant.

10.1.5 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems that may arise, over alleged violations, misinterpretations, or misapplications of Articles of the Agreement.

10.2 Level I - Informal Resolution

10.2.1 Every effort shall be made to resolve grievances on an informal level. Within thirty (30) days of the occurrence of the act or omission giving rise to the grievance, the grievant shall meet and discuss the grievance with his/her principal or immediate supervisor to make a good-faith effort to resolve the matter. The formal grievance procedure should not be initiated unless attempts at resolving the grievance at the informal level have been exhausted.

10.3 Level II - Formal Procedure

10.3.1 If the informal efforts to resolve the grievance fail, the grievant shall file a formal written grievance using the Level II Grievance Form (See Appendix C to this Agreement). The formal Level II grievance shall be submitted to the immediate supervisor or designee-within ten (10) days of the informal meeting at Level I. The written grievance shall include the following:

- a. A statement of the specific act, omission or events that violate this Agreement and the specific provisions violated;
- b. Steps taken to resolve the matter through informal means;
- c. The specific remedy/remedies to resolve the grievance.

10.3.2 The grievant and the immediate supervisor or designee shall meet and discuss the grievance and make a good faith effort to resolve the matter. Such meeting shall occur within ten (10) days of submission of the written grievance.

10.3.3 The appropriate District administrator shall communicate his/her decision in writing to the parties involved within ten (10) days of the meeting at Level I.

10.4 Level III - Superintendent Appeal

10.4.1 Within five (5) days from receipt of the decision by the District administrator in Level II, the grievant may appeal, in writing, using the appropriate form (See Appendix C to this Agreement) to the Superintendent or designee. The written appeal shall contain the following:

- a. A copy of the original grievance;
- b. The decisions rendered at Levels I and II;
- c. A clear concise statement of the reasons for the appeal.

10.4.2 The Superintendent or his or her designee shall meet with the grievant within five (5) days of receipt of the Level III grievance and within ten (10) days of the meeting, the Superintendent or designee shall communicate his/her decision in writing accompanied by supporting reasons for the decision.

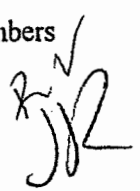
10.5 Level IV – Mediation

10.5.1 Within ten (10) Days of receipt of the decision by the Superintendent or designee at Level III, the grievant may appeal, in writing, to the Superintendent or designee to mediate the grievance. The parties shall endeavor to agree on a mediator. If a mediator is not selected by my mutual agreement within fifteen (15) Days after the District's receipt of the request to mediate, the District shall request in writing that a mediator from the California State Mediation Service be assigned to the case.

10.5.2 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District.

10.6 Level V - Governing Board Appeal (TA)

10.6.1 Within ten (10) days of the end of mediation, the grievant may appeal to the Governing Board using the appropriate form (See Appendix C to this Agreement). All the prior documents exchanged at the prior levels of the grievance process shall be submitted to the Board within twenty (20) days of when the grievant submits the written appeal. The Board shall review the grievance within thirty (30) days of when it received the appeal. Unless prohibited by law, the Grievance will be heard in closed session. The Board may elect to hold a hearing on the grievance or allow the decision of the Superintendent or designee to prevail by unanimous vote of the Board members

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present at the meeting. In either event, the determination of the Board shall be final and binding on all parties. If the Board holds a hearing, the Board decision shall be made by a super majority vote of the Board members present at the meeting. If only three Board members are present, then by a unanimous vote of the Board members present. For either vote described in this Article, if a Board member is unavailable, the Grievant may elect to wait for all Board members to be available to attend the meeting, in which case, the timelines specified shall be waived.

10.7 Time Limits

10.7.1 Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.

10.7.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.

10.7.3 Failure by the District to meet a deadline set in this Article shall give the grievant the right to proceed to the next grievance processing level. Any complaint not appealed to the next step of the procedure within the prescribed time limits in this Article shall be considered settled on the basis of the response given in the preceding step and shall terminate the grievance and the grievant shall not have a right to re-file on the same set of facts.

10.7.4 Grievances related to Article 19 Safety shall commence at Level II.

10.8 Rights of Representation

10.8.1 A grievant may be represented at all stages of the grievance by an Association representative(s).

10.9 No Reprisals

10.9.1 No reprisals of any kind will be taken by or against any participant in the grievance process by reason of such participation.

10.10 Miscellaneous

10.10.1 If a grievance arises from action or inaction of the District at a level above the principal or immediate supervisor, the grievant shall submit such grievance in

writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level II.

10.10.2 A grievance meeting will normally be scheduled outside the duty day or at such other times as may be mutually agreed to by the parties. However, when it is necessary for an Association representative to attend a grievance meeting during the duty day at the request of the District, release time without loss of pay shall be provided. Any Unit Member who is not the grievant who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

10.10.3 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.

10.10.4 The content or substance of a teacher evaluation as provided for in Article 14 shall not be subject to the grievance procedures set forth herein, excluding evaluation procedures. No grievance shall be filed regarding the reprimand, suspension, discipline or termination of any unit member pursuant to Education Code or the discharge, failure or refusal of the District to rehire or retain in employment any temporary or probationary unit member.

ARTICLE XI: ORGANIZATIONAL SECURITY

11.1 Payroll Deductions:

The Association shall notify the District of all Unit Members who are subject to dues deductions. Pursuant to such information provided by the Association, the District shall deduct a pro rata portion of such dues, at the Association's established rate, from the regular salary of the Unit Member on a monthly basis.

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. Deductions for Unit Members who sign the Association's authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) calendar days or more after the submission of the authorization information from the Association to the District.

11.2 Hold Harmless Clause:

The Association agrees to indemnify and hold the District, harmless, against any claims, demands, lawsuits or any other action arising from the District's compliance with and implementation of this Article and pay all costs related to said actions. The District shall promptly notify the Association of any written claims made that relate to dues authorization. In defending and indemnifying the District, the Association shall have the right to select legal counsel at its sole option and expense, to control litigation strategies and decisions, and to determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE XII: ASSOCIATION RIGHTS

12.1 Employee organizations shall have the right of access to Unit Members at reasonable times.

The term "reasonable times" as used herein means Unit Member rest periods, meal period and any time before or after the student day when such a Unit Member is present upon District property but is not expected to be performing specific services on behalf of the District.

12.2 To assure the safety and security of students, any representative of an employee organization who is not an employee of the District who wishes to enter a school campus of the District during school hours in which students are present shall notify the principal's office of their identity and their status as the representative of an employee organization. Appropriate identification and credentials may be required in the instances when the management at the campus level does not know or have reason to know of the individual's identity or affiliation.

12.3 Representatives of employee organizations may contact one or more Unit Members in any lounge, facility, meeting room, office or classroom of the District, provided that nothing herein shall be deemed to permit such access to a Unit Member during instructional time or time set aside for District meetings. Such access shall not be utilized in a manner that

will disturb, disrupt or otherwise interfere with the work of any Unit Member of the District.

- 12.4 Except for designated staff meeting days and days of District scheduled events listed in Article 9.4, the Association President or designee shall be provided eight 8 days of leave from duties for the purposes authorized by Education Code section 44987 at no loss of salary or other benefits. Prior to engaging in these duties, the Association President or designee shall document the leave in the absence management system. In the event that a District board meeting is held within the Unit Member's duty day, the President of the Association or designee will be granted release time to attend said board meeting at no loss of salary or other benefits.
- 12.5 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards. Communications to be posted on staff bulletin boards or placed in employee mailboxes shall include the name of the Association, the date of posting or distribution, and the designated authorization by the Association president.
- 12.6 The Association may not use District materials or supplies for Association business. The Association may use the District email system for communications to Unit Members. The Association must comply with the District's policies and practices regarding acceptable use of communications and technology services, including its policies and practices regarding political activities. The Association agrees to comply with the terms of the District's acceptable use policies. The Association understands that there is no expectation of privacy in the use of District email. The Unit members have the right to make use of school furniture and classrooms at times when these are normally accessible and when there is no conflict with the instructional or extracurricular program.
- 12.7 Representatives of Unit Members' associations shall have the right to utilize District facilities for the conduct of meetings with Unit Members. Requests to utilize such facilities shall be made upon forms to be prescribed by the District and shall be subject to prior requests for the utilization of such facilities by groups entitled to their use under provisions of the Education Code. Any employee organization desiring such use of such facilities shall file with the Superintendent the certification required by the Education Code. Meetings conducted in such facilities shall in no way conflict with the public school purposes of the District. The use of special facilities, such as the gymnasium, kitchen, etc. which may

require the services of additional personnel, may be subject to a charge to the Association covering the cost.

- 12.8 At the request of the Association, the District may consult with the Association regarding formation of committees which address areas of concern for Unit Members.
- 12.9 Faculty or other staff meeting time shall not be taken for Association business, but short announcements may be made upon prior notification to the principal or meeting coordinator. Association meetings shall be held separately from staff meetings.
- 12.10 The Association shall designate up to three (3) Unit Members who shall be entitled to reasonable release time for negotiations at no loss of salary or other benefits to attend negotiations. The negotiating parties will schedule negotiating sessions by mutual consent, and will attempt, whenever possible, to alternate such sessions between school time and non-school time.
- 12.11 Presentations to the District School Board. Duly authorized Association representatives shall be provided a standing agenda item and time at each regular public meeting of the District School Board to address the District School Board regarding Association issues.

ARTICLE XIII: TRANSFER AND REASSIGNMENT

13.1 Definitions

- 13.1.1 Reassignment: A reassignment is the movement of a Unit Member from one subject area to another subject areas, one grade level to another grade level, or from their present assignment(s) to a new assignment(s) at the same school site.
- 13.1.2 Mid-Year Hire: A "mid-year hire" is defined as anyone hired after the 10th day of instruction, as well as anyone hired through the remainder of the school year. For the purpose of this Agreement, "hired" shall be defined as the date a contract was signed by the new Bargaining Unit Member.

13.2 Voluntary Reassignment

- 13.2.1 A Unit Member may submit a request for reassignment to the District at any time, whether or not a vacancy exists. Such request will remain effective for one (1) year and may be resubmitted each year. A Unit Member may also submit a request for a reassignment subsequent to the posting of a vacancy notice.

- 13.2.2 Superintendent or designee will consider Unit Member applications for vacancies and the Superintendent or designee will determine the best fit for the position based on credentials, qualifications, and seniority; in that order.
- 13.2.3 Unit Member returning from leave shall be afforded all rights provided under this section.

13.3 Involuntary Reassignment

- 13.3.1 Unit Members who are involuntarily reassigned within a school year shall be granted two (2) days of paid release time or two (2) days paid at the current daily rate for preparation prior to the effective date of the reassignment.
- 13.3.2 The District shall provide assistance in moving a Unit Member's materials when a Unit Member is required to move classrooms.
- 13.3.3 The parties recognize the District's unique circumstances as a small school district and the need for flexibility in assigning teachers to grade levels and subjects. The Superintendent or designee may reassign a teacher from one grade level or subject to another when he/she determines the reassignment is for good and sufficient reason based on the educational needs of the District.
- 13.3.4 A meeting between the Unit Member and the Superintendent will be held before a new assignment is made, at which time the Unit Member will be notified as to the reasons for the proposed reassignment.
- 13.3.5 Unit Members returning from leave shall be afforded all rights provided under this Article.
- 13.3.6 No Unit Member shall be involuntarily reassigned two school years in a row.

13.4 Notification of Assignment

Each Unit Member shall be given written notice not later than May 1st, of the next year's assignment. Such notice shall specify the classroom assignment, grade level, subject area and position to which the Unit Member will be assigned. A Unit Member's assignment may change in accordance with this Article.

13.5 Vacancies

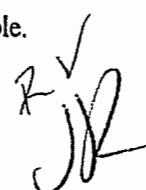
- 13.5.1 A vacancy is any position that does not have a Unit Member assigned to it. This includes any vacated, promotional, or newly created position, including positions

created by reconfiguration or restructuring and any supplemental instructional programs offered by the District.

- 13.5.2 Upon knowledge of vacancies, the District shall deliver to the Association, and share via electronic email with all Unit Members a list of all vacancies which occur during the work year and for the following work year. The list shall contain the following:
 - 13.5.2.1 A closing date which is at least ten (10) Days following the posting date.
 - 13.5.2.2 A job description.
 - 13.5.2.3 Credentials and qualifications necessary to meet the requirements of the position.
- 13.5.3 No assignment to fill the vacancy shall be made until after the closing date.
- 13.5.4 The District shall, upon request by a Unit Member, notify that Unit Member by mail of any posted openings which may arise during the summer recess, intersession or a period of leave. The Unit Member's request must be in writing and must include a mailing address.
- 13.5.5 If a Unit Member has a reassignment application on file, it is not necessary to make a further application in order to be considered for any additional vacancies that occur.
- 13.5.6 The District may use a mid-year hire to staff a position for the remainder of the school year. By February 15 of said school year, the position will be advertised within the District and treated as a vacancy for the following school year.

ARTICLE XIV: EVALUATION

NOTE: The District proposes to use a similar process to that provided in the Certificated Employee Handbook but to develop a new evaluation instrument, thus the language below may change depending on whether this proposal is accepted and depending on the work of the committee. The District further proposes that the new evaluation instrument be developed by a committee of the Superintendent, two Learning Directors and two to three Unit Members selected by the Association. The instrument will then be brought forth to the negotiations table.



The Parties agree that for the 2023-2024 school year the evaluation process will remain status quo as provided in the District Employee Handbook. The new evaluation tools agreed to by the committee will be implemented for the 2024-2025 school year.

ARTICLE XV: (AB119) NEW UNIT MEMBER ORIENTATION/MEMBER INFORMATION

15.1 New Unit Member Orientation

- 15.1.1 The District will hold new Unit Member orientation meeting annually, prior to the first day of school for new Unit Members and will provide fourteen (14) calendar days advanced notice to the Association regarding the time and location of the event.
- 15.1.2 For new Unit Members who start after the first day of school, the District shall provide written notice to the Chapter President at least ten (10) calendar days in advance of all new Unit Members' orientations.
- 15.1.3 If the new Unit Member is required by the District to attend the orientation meeting outside of contracted work year, the District will pay the Unit Member the hourly rate set forth in Appendix B.

15.2 Scheduling of Orientation

- 15.2.1 In the event the District is unable to comply with the above Article 15.1.1, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide advance notice to the Association.
- 15.2.2 If, however, the District provides proof that there was an urgent need critical to the employer's orientation that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

15.3 Association Orientation/Onboarding Time

- 15.3.1 The Association shall be provided up to two (2) hours of uninterrupted time for the Unit Member orientation/on-boarding meetings.
- 15.3.2 The District administration will excuse themselves during the Association's time.
- 15.3.3 The Association may invite California Teachers Association (CTA) endorsed

vendors and CTA staff to Orientation/on-boarding meetings.

- 15.3.4 If the orientation/on-boarding meetings are held during contractual time, the Association shall have District paid release time for up to one (1) Unit Members to attend and participate in the orientation/on-boarding meetings.

15.4 New Unit Member Information

- 15.4.1 The following new Unit Member information will be sent from the District to the Association President and the Kings/Tulare UniServ Unit electronically in Excel no later than thirty (30) calendar days after the date of hire or by the first pay period of the month of hire:

- 15.4.1.1 Name
- 15.4.1.2 Home Address
- 15.4.1.3 Phone Numbers (Cell, Home, Work)
- 15.4.1.4 Personal Email Address (Not District Email)
- 15.4.1.5 Last four (4) Digits of Social Security Number
- 15.4.1.6 Date of Hire
- 15.4.1.7 Grade Level/Assignment
- 15.4.1.8 Employment Status (Probationary, Intern, PIP, STIP, Temporary, Other)

15.5 Changes to Unit Member Information Roster

- 15.5.1 The following information for all Unit Members will be sent from the District to the Association President and the Kings/Tulare UniServ Unit electronically in Excel by September 30th, January 31st and May 31st each year:

- 15.5.1.1 Name
- 15.5.1.2 Home Address
- 15.5.1.3 Phone Numbers (Cell, Home, Work)
- 15.5.1.4 Personal Email Address (Not District Email)
- 15.5.1.5 Last four (4) digits of Social Security Number
- 15.5.1.6 Date of Hire
- 15.5.1.7 Grade Level /Assignment
- 15.5.1.8 Employment Status (Permanent, Probationary, Intern, PIP. STIP, Temporary, Other)

- 15.5.1.9 Status Change Reason if applicable (Contact Information, Leave of Absence, Retired, Non-Reelect, Resigned, Moved to Administration, Terminated, New Hire, Other).

ARTICLE XVI: HEALTH AND WELFARE BENEFITS

- 16.1 Health and Welfare Benefits. The District shall provide the following:
- 16.1.1 Beginning October 1, 2023, the District shall contribute up to \$16,971.90 annually toward selected Health and Welfare Plan (medical, dental, and vision) for each eligible Unit Member.
 - 16.1.1.1 Unit Members shall contribute the amount above the District contribution to cover the full cost of the Health and Welfare Plan. All employee contributions shall be paid through monthly payroll deductions on a ten (10) month basis.
 - 16.1.1.2 Payment for the cost of the Health and Welfare Plan shall be the sole and complete responsibility of the Unit Member when such Unit Member is on an unpaid leave of absence unless the leave is covered by a protected medical leave.
 - 16.1.2 In order to be an eligible Unit Member for the benefits of this Article, the Unit Member must be at least employed by the District for at least a seventy-five percent (75%) full-time equivalent.
 - 16.1.3 All eligible Unit Members must enroll in a District Health and Welfare Plan.
 - 16.1.4 Upon initial employment Unit Members will be eligible for coverage on the first day of the month following their first day of service as a probationary employee.
 - 16.1.5 Unit Members who work through the last day of the instructional year and terminate their employment after the last day of the instructional year, shall be entitled to District paid coverage under the District Health and Welfare Plan until June 30 of the school year in which they rendered service.
 - 16.1.6 Fifty thousand dollars (\$50,000) term life insurance for the Unit Member only.
- 16.2 Retiree Health and Welfare Benefits

- 16.2.1 A Unit Member who retires from the District under CalSTRS shall be entitled to District paid medical, dental and vision insurance, until age sixty-five (65) as those benefits may change from time to time.
- 16.2.2 The employee must meet the following criteria to be eligible for retiree benefits:
- 16.2.2.1 For those hired prior to July 1, 2007:
- a. The Unit Member is at least age sixty (60) at the time of retirement; and
 - b. The Unit Member has been employed in the District in a full-time capacity (30 hours or more) for fifteen (15) consecutive years.
- 16.2.2.2 For those hired on or after July 1, 2007:
- a. The Unit Member is at least age sixty (60) at the time of retirement; and
 - b. The Unit Member has been employed in the District in a full-time capacity (30 hours or more) for twenty (20) consecutive years.
- 16.2.2.3 For the 2023/2024 school year only:
- a. The Unit Member is at least age fifty-nine years and six months old (59.5) at the time of retirement; and
 - b. The Unit Member has been employed in the District in a full-time capacity (30 hours or more) for twenty-nine (29) consecutive years.
- This article (16.2.2.3) shall sunset at the conclusion of the 2023-2024 school year and be removed from subsequent collective bargaining agreements.
- 16.2.3 The Unit Member must be enrolled in the medical, dental, and vision plan at the date of retirement.
- 16.2.4 The District contributions for medical, dental and vision insurance will be the same dollar/month contribution as paid for Unit Members for medical, dental and vision insurance.

- 16.2.5 Retirees will be allowed to select from the District insurance programs provided to full-time Unit Members. Any cost above the cap will be borne by the retiree. All retiree costs/premiums must be paid to the District each month in advance. Retirees who fail to make this payment will no longer be eligible for the benefits provided in this Article.
- 16.2.6 During the entire period of this benefit, the retired employee must be actively drawing service retirement benefits from the State Teacher's Retirement System or Public Employees.

ARTICLE XVII: SALARY

17.1 Salary Schedule Increase (See Appendix A)

Effective July 1, 2023, Unit Members shall be paid in accordance with the salary schedule attached as Appendix A.

The Columns on the salary schedule are defined as follows:

- Column I Bachelor's degree but has not obtained a preliminary teaching credential.
- Column II Bachelor's degree with 30 units or more of approved college work.
- Column III Bachelor's degree with 45 units or more of approved college work.
- Column IV Bachelor's degree with 60 units or more of approved college work.
- Column V Bachelor's degree with 75 units or more of approved college work.
- 17.1.1 Salary payments to Unit Members are paid on a ten-month salary payment schedule. Unit Members may elect to participate in deferred pay. The District will process salary payments in accordance with the Tulare County Office of Education's Uniform Salary Payment Schedule.
- 17.1.2 Unit Members with a Master's Degree will receive an annual \$1,500 stipend earned and paid over all pay periods.
- 17.1.3 Part-time employees shall receive placement and be provided advancement on the salary schedule in conformance with all rules and regulations set forth herein.



Part-time Unit Members shall be paid the corresponding percentage of the Unit Member's placement on the salary schedule in Appendix A.

17.2 Salary Placement

17.2.1 Unit Members without a preliminary credential will be placed on Column 1 Step 1 of the salary schedule. Employees placed on Column 1 Step 1 will remain at this Column until they possess a Preliminary California Teaching Credential. Upon possession of a credential, any Unit Member who has been "frozen" on the salary schedule shall receive full credit for years of service and units earned and be advanced to the appropriate column and step.

17.2.2 Up to a maximum of fifteen (15) years credit will be given to a Unit Member for TK-12 teaching experience outside the District. Credit for a year of TK-12 teaching experience outside the District will be granted on the terms as provided in Article 17.3.1.

17.3 Salary Placement and Advancement

17.3.1 Unit Members whose first day of probationary service is during the first half of the school year (July 1 to December 31) shall advance to the next step of the salary schedule on July 1 of the following school year. Unit Members whose first day of service is during the second half of the school year (January 1 to June 30) remain on the first step of the salary schedule until July 1 of the following school year.

17.3.1.1. All Unit Members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. A year of service is defined as the Unit Member having worked (does not include paid leaves) 50% of the regularly scheduled days of the Unit Members work year.

17.3.2 Unit Members may not move more than one (1) column per year regardless of the number of units taken during that year. Any remaining units can be used the following school year.

17.3.3 All units to be used for salary schedule placement or advancement must be upper division or graduate semester units in the subject areas of education/teaching,

history, language arts, mathematics or science and must be earned from an accredited college or university, unless prior Superintendent and Association President or designee approval is obtained. Units must also be earned in subject areas the Unit Member could reasonably be expected to cover in her/his current position (for example, only an employee who is expected to teach music may receive credit for music courses) or, if approved by the Superintendent, a position the Unit Member aims to hold in the future. The Unit Member must provide all necessary information for the Superintendent to make the determination of whether the units qualify for advancement, such as a course description. Unit Members who intend to apply units for salary advancement must indicate to the District his or her intent, including number of additional units to be applied, by February 15 in order to receive credits the following school year. Proof of course description and completion of units by submission of official grade card or transcript must be submitted by September 1. If units are not submitted by September 1, the Unit Member will not receive credit on the salary schedule for that school year. The Unit Member may submit the units for the following school year, but no back pay will be given.

- 17.3.3.1. Professional development / extension / continuing education / lower division units can be used for placement and advancement on the salary schedule, up to nine (9) units per column advancement. All units shall be from an accredited college or university or other program accredited by the commission on teacher credentialing. All units must also be in the subject areas of education/teaching, history, language arts, mathematics or science, unless prior Superintendent and Association President or designee approval is obtained. Units must also be earned in subject areas the Unit Member could reasonably be expected to cover in her/his current position (for example, only an employee who is expected to teach music may receive credit for music courses) or, if approved by the Superintendent and Association President or designee, a position the Unit Member aims to hold in the future. Unit Members are

encouraged to submit the information in advance of taking the units to verify whether they qualify for advancement on the salary schedule. The Unit Member must provide all necessary information for the Superintendent or designee and Association President or designee to make the determination of whether the units qualify for advancement, such as a course description. Unit Members who intend to apply units for salary advancement must indicate to the District his or her intent, including number of additional units to be applied, by February 15 in order to receive credits the following school year. Proof of course description and completion of units by submission of official grade card or transcript must be submitted by September 1. If units are not submitted by September 1, the Unit Member will not receive credit on the salary schedule for that school year. The Unit Member may submit the units for the following school year, but no back pay will be given.

17.4 Extra Pay

- 17.4.1 The Unit Member shall submit all time sheets on the first calendar day of each month or the next day the District office is open after the first day of the month. If a time sheet is not submitted by the first calendar day of the month, the time sheet will not be processed until the next pay period in the succeeding month.
- 17.4.2 The Unit Member hourly rate of pay shall be (the equivalent of BA + 45 Step 8 Hourly Rate rounded to the nearest dollar) \$60 per hour.
- 17.4.3 When approved by the Superintendent in advance, the rate of pay for Unit Member attendance at an in-service, training, or other staff development outside the regular work day shall be \$250 per full day. If the in-service, training or other staff development is less than four (4) hours, the Unit Member shall be paid \$125 for the half day.
- 17.4.4 When approved by the Superintendent in advance, for a meeting where the Unit Member is developing curriculum outside of the contracted days the Unit Member shall be paid the Unit Member hourly rate of pay.

- 17.4.5 If a Unit Member initiates a conference request and the District pays the costs incurred for registration, meals, lodging and travel, the Unit Members in-kind contribution shall be their time spent at the conference and the Unit Member will not receive any additional pay.
- 17.4.6 Unit Members are also eligible for the stipends as provided in Appendix B. Unit Members must be approved in advance of performing the duties in order to receive the stipend. It shall be within the District's sole discretion to determine whether to have an employee perform the duties of the stipend each year. Stipends shall be prorated over the course of the year or season as applicable.
- 17.4.7 Participation in instructional or hourly co-curricular programs beyond the regular workday shall be voluntary except as may be required in the Teaching Hours and Appendix B of this Agreement.
- 17.4.8 All positions listed on Appendix B of this Agreement shall be opened to Unit Members before they are offered to people outside the unit.
- 17.6 Mileage Rate
- 17.6.1 Unit Members shall use District vehicles for travel. If a Unit Member elects to use their own vehicle when a District vehicle is available, the Unit Member will not be reimbursed for mileage. If a District vehicle is not available, the District agrees to pay Unit Members the current IRS mileage rate for the use of personal vehicles in the performance of work assignments or other District related business.
- 17.7 Business Expenses
- 17.7.1 The Board shall authorize payment for actual and necessary travel expenses incurred in accordance with District policy by a Unit Member performing services authorized by the District, whether within or outside District boundaries. (Education Code 44032)

ARTICLE XVIII: LEAVES

18.1 Personal Illness and Injury Leave/Sick Leave

- 18.1.1 Every full-time Unit Member working five (5) school days each week is entitled to ten (10) days of personal illness or injury leave of absence/sick leave per school

year with full pay. Unit Members working less than five (5) days per week shall receive that proportion of sick leave based upon the days/hours worked.

- 18.1.2 Sick leave shall be credited at the beginning of the school year.
- 18.1.3 Unused days of sick leave shall be accumulated from year to year without limitation.
- 18.1.4 When a Unit Member will be absent due to illness or injury, Unit Members shall verify their absence by submitting their absence using an electronic form system established by the District.
- 18.1.5 Unit Members must submit written verification of an absence from the Unit Member's doctor or practitioner for an absence of three consecutive (3) days or more. The District may require written verification of an absence from the Unit Member's doctor or practitioner. Such verification shall be required whenever a Unit Member's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury.
- 18.1.6 Before returning to work, a Unit Member who has been absent for surgery, hospitalization or extended medical treatment shall submit a letter from his/her doctor or practitioner stating that he/she is able to return and stipulating any recommended restrictions or limitations. The District may, at District expense, require the Unit Member to be evaluated by a physician chosen by the District to determine if the Unit Member can perform the essential functions of the position if the District has a genuine reason to doubt the Unit Member's ability to perform job-related functions.

18.2 Extended Illness Leave

- 18.2.1 After all sick leave has been used and additional absence due to illness or accident is necessary, the Unit Member shall receive the difference between his/her own salary and the amount paid a substitute, regardless of whether a substitute is hired, up to a total of five (5) school months. The Unit Member shall be entitled to one, five-month period of Extended Illness Leave per illness or injury. If a school year ends before the five-month period is exhausted the Unit Member can take the balance of the five-month period in the subsequent school year.

18.3 Industrial Accident or Illness Leave

18.3.1 When a Unit Member is absent from his/her duties because of an industrial accident or illness, the following shall apply;

18.3.1.1 Allowable leave for any single accident or illness shall be for sixty (60) Duty Days.

18.3.1.2 Allowable leave shall not accumulate from year to year.

18.3.1.3 Industrial accident or illness leave shall start on the first day of absence.

18.3.1.4 A Unit Member on leave for industrial accident or illness shall be paid such portion of the salary due for any month in which the accident absence occurs as, when added to the temporary disability indemnity will result in a payment to the Unit Member of not more than his/her full salary.

18.3.1.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award or if the Unit Member is not out a full day.

18.3.1.6 When an industrial accident or illness leave overlaps into the next fiscal year, the Unit Member is entitled to only the amount of unused leave due the Unit Member for the same illness or injury.

18.3.1.7 On expiration of allowable leave for an industrial accident or illness leave the Unit Member may use sick leave, extended illness leave and other available paid leaves.

18.3.1.8 During any paid leave of absence the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. In those cases, the District will issue appropriate salary warrants for payment of the Unit Member's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the Unit Member for periods covered by such salary warrants.

18.4 Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

- 18.4.1 The FMLA is a federal law and CFRA is a California law that allows eligible Unit Members to take extended time away from work, to handle specified family or personal medical needs. An eligible Unit Member may take FMLA and CFRA leave in accordance with applicable laws.
- 18.4.2 Under FMLA and CFRA, the District shall provide eligible Unit Members with a maximum of twelve work weeks of leave each school year as provided my law.
- 18.4.3 FMLA AND CFRA leave are unpaid, however, the leave will run concurrently with any applicable paid leaves. A Unit Member shall use applicable leaves for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For CFRA and FMLA leave due to the Unit Members's own serious health condition, the Unit Member shall use available sick leave and may use other applicable paid time off at his/her option.

18.5 Maternity/Pregnancy Disability Leave

- 18.5.1 Unit Members shall be granted unpaid Pregnancy Disability Leave ("PDL") in accordance with applicable laws when the Unit Member is disabled by pregnancy, childbirth, or a related medical condition. PDL shall run at the same time as available sick leave and any other applicable leaves.
- 18.5.2 The Unit Member shall give notice of pregnancy to the Superintendent or designee, together with the expected due date, and a physician's certificate verifying the pregnancy. This shall be done at least three months before the due date.
- 18.5.3 The Unit Member shall in writing, at the earliest date possible, in no event later than four weeks prior to the planned commencement of PDL, advise the Superintendent or designee of the date on which the Unit Member plans to commence PDL, unless PDL leave is needed earlier due to unanticipated medical issues. As soon as possible, but not later than the commencement of PDL, the Unit Member shall provide the Superintendent with written verification from the Unit Member's medical provider designating the commencement of pregnancy disability leave.

- 18.5.4 The Unit Member shall provide the District with written verification from their medical provider as to when the Unit Member is medically released to return to work.

18.6 Parental Leave

- 18.6.1 Unit Members may take up to twelve (12) workweeks of leave under the requirements of CFRA and the Education Code for the birth of the Unit Member's child, or placement of a child with the Unit Member in connection with adoption or foster care of the child (also referred to as parental leave).
- 18.6.2 The Unit Member's available sick leave shall be applied toward the twelve (12) workweeks of parental leave. After sick leave is exhausted the Unit Member shall have access to their available extended illness leave for the remainder of the 12 workweeks and be paid the difference between his/her salary and the amount paid or would have been paid to a substitute, however, the Unit Member shall receive no less than fifty percent (50%) of his/her regular salary. A Unit Member shall provide the District with a written request for parental leave at least three (3) months in advance of the commencement date of the leave, unless the leave is needed earlier due to unforeseen circumstances, in such event the Unit Member shall provide a written request to the District as soon as possible.
- 18.6.3 If the Unit Member wishes to take parental leave without pay, he or she shall notify the District in writing at least two (2) weeks in advance of the commencement date of the leave.
- 18.6.4 The twelve (12) workweeks of parental leave must be used within twelve (12) months of the child's birth or placement of the child for adoption/foster care.
- 18.6.5 A Unit Member must have been employed by the District for twelve (12) months to be eligible for paid parental leave.
- 18.6.6 Parental leave shall run concurrently with leaves taken pursuant to CFRA and/or the Family and Medical Leave Act ("FMLA"), if applicable, and the aggregate amount of leave taken for purposes of parental leave shall not exceed 12 workweeks in a twelve (12) month period.

18.7 Bereavement Leave

- 18.7.1 A Unit Member is entitled to a leave of absence of up to three (3) days, or five (5) days if out-of-state travel is required, because of the death of any member of the Unit Member's immediate family. No deduction will be made from the salary of the Unit Member, nor will such leave be deducted from any other leave to which the Unit Member is entitled.
- 18.7.2 For purposes of this provision a member of the "Immediate Family" means any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law).
- 18.7.3 Additional leave may be granted under Personal Necessity Leave at the request of the Unit Member if the Unit Member is eligible for such leave. The Superintendent may grant additional leave on an unpaid leave basis of up to five (5) days at his/her discretion.
- 18.7.4 A Unit Member is entitled to a leave of absence of up to one (1) day because of the death of the Unit Member's niece/nephew (a child of the Unit Member's sibling) or aunt/uncle (a sibling of the Unit Member's parent), and any person living in the household of the Unit Member in order to attend the services of that individual. No deduction will be made from the salary of the Unit Member, nor will such leave be deducted from any other leave to which the Unit Member is entitled.
- 18.7.5 Bereavement leave must be used within one (1) year of the death of the immediate family member. Unit Members must sign an affidavit provided by the District verifying that the leave qualifies in accordance with this Article.

18.8 Personal Necessity Leave

- 18.8.1 A Unit Member may use, at his/her election up to seven (7) days of the Unit Member's available Sick Leave per school year for the following reasons:
- 18.8.1.1 Death of a member of the Unit Member's immediate family when the number of days of absence exceeds the limit in the Bereavement Leave.

- 18.8.1.2 Accident involving his/her person or property or the property of a member of his/her immediate family.
- 18.8.1.3 Appearance in court as a party to the case or as a witness under an official order.
- 18.8.1.4 Illness, preventive care, or other need of a member of the Unit Member's immediate family. The Unit Member must submit the need to be absent for a medical appointment for an immediate family member must be at least two Duty Days in advance.
- 18.8.1.5 To attend funerals, where Bereavement Leave would not apply.
- 18.8.1.6 To attend weddings of family or close family friends.
- 18.8.1.7 Unit Member absence needed as a result of being a victim of domestic violence, sexual assault, or stalking.
- 18.8.1.8 Other circumstances that are serious in nature and that the Unit Member cannot reasonably be expected to disregard, and necessitate immediate attention, and cannot be taken care of after work or on weekends.
- 18.8.2 Immediate family for purposes of this section is defined in Bereavement Leave, Article 18.7.2.
- 18.8.3 A Unit Member shall notify his/her supervisor in writing with at least two Duty Days in advance to allow time to secure a substitute, except in the case of an emergency or death of the Unit Member's immediate family.

18.9 No Tell Days

- 18.9.1 Unit Members may use up to three (3) days of sick leave per year for personal business. Two (2) Duty Days notice must be given for No Tell Days. The Unit Member shall notify his/her supervisor in writing with sufficient time to secure a substitute. This leave shall not be taken the first and/or last days of the school year, nor the day before or after a 3 day weekend or any break longer than three days, unless they receive prior written approval from the Superintendent or designee. Not more than three Unit Members will be granted this leave at a time. The Superintendent/Principal shall give consideration to the impact of the

absence on other Unit Members, on days of special events or activities before approval is granted.

18.10 Court Appearance Other Than Jury Duty

18.10.1 Whenever a Unit Member is subpoenaed as a witness in a case involving the District, he/she may have time for appearance in court without loss of pay. No salary will be paid in cases where the Unit Member is a voluntary witness appearing in his/her own interest, except as provided under provisions for use of sick leave under Personal Necessity. No salary deductions shall be made for absences if the Unit Member is under a subpoena in a court case in which he or she is not an interested party or a voluntary witness.

18.11 Additional Leave for Non-Industrial Accident or Illness and Reemployment List

18.11.1 The Governing Board may grant additional leave, with or without pay, to any permanent Unit Member who has exhausted all entitlement to sick leave, extended illness leave, or other available paid leave. Additional leave is initially for up to six months. The Board may renew the leave for two additional six month periods.

18.11.2 If at the conclusion of all leaves of absence the Unit Member is still not medically able to assume the duties of the position, the Unit Member shall be placed on a reemployment list for a period of 24 months if the Unit Member is on probationary status, or for a period of 39 months if the Unit Member is on permanent status.

18.11.2.1 The Unit Member shall be eligible for reemployment upon submission of a physician's statement that the Unit Member is able to assume their duties.

18.11.2.2 A Unit Member who is eligible for reemployment and has been medically released for return to their duties, but fails to accept an assignment for which they are appropriately credentialed, shall be terminated.

18.12 Nonpaid Leave

18.12.1 Unit Members may be granted a personal leave without pay, upon recommendation of the Superintendent/Principal and approval of the Board. Each

case is to be evaluated on its own individual basis. Such leaves of absence shall not be used to try a new business or employment. Except in extreme emergencies, requests for such leave shall be made to the Superintendent/Principal thirty (30) calendar days prior to the leave.

18.13 Long-Term Leaves

18.13.1 The Board may grant long-term leaves of absence in accordance with administrative regulations. Sabbatical leaves shall be strictly governed by the Education Code sections 44966 through 44974.

18.14 Catastrophic Leave

18.14.1 Catastrophic Leave/Donated Time – The Parties agree to establish a Catastrophic Leave/Donated Time with the following provisions:

18.14.1.1 “Catastrophic illness or injury” means an illness or injury:

18.14.1.1.1 that is expected to incapacitate the receiving Unit Member for an extended period of time beyond the Unit Member’s fully paid leave entitlement, or

18.14.1.1.2 that incapacitates a member of the receiving Unit Member’s immediate family, which incapacity requires the Unit Member to take time off from work for an extended period of time to care for that family member, and

18.14.1.1.3 which would create a financial hardship for the receiving Unit Member if the Unit Member were required to take extended time off work because the Unit Member has exhausted all of their full pay sick leave and other fully paid time off. The Unit Member is not required to exhaust extended illness leave paid at the Unit Member’s rate minus the cost of a substitute.

18.14.1.1.4 Absences due to a work-related illness or injury shall not qualify for use of catastrophic leave.

- 18.14.1.2 See Bereavement leave Article 18.7.2 for the definition of "Immediate family".
- 18.14.1.3 Any Unit Member may donate up to the current year's entitlement of sick leave to another member for the bargaining unit who meets the criteria above.
 - 18.14.1.3.1 To donate sick leave, a Unit Member must retain at least thirty-five (35) hours of sick leave on the books.
 - 18.14.1.3.2 To donate sick leave Unit Member must donate a minimum of seven (7) hours of sick leave to another Unit Member who has been deemed eligible to receive this leave and in minimum of one hour increments thereafter.
 - 18.14.1.3.3 Donated sick leave shall be converted for utilization on a hour for hour basis meaning the recipient shall be paid at their regular rate of pay.
 - 18.14.1.3.4 The District will credit the receiving Unit Member's sick leave account with one day of sick leave from each donating Unit Member in the order in which the donation is received by the District, and will repeat the process until the receiving Unit Member has received the maximum amount of sick leave credit that the Unit Member needs or may accrue under Article 18.14.1.4.
 - 18.14.1.3.5 Unit Members may not revoke their donation of sick leave credits. Nevertheless, donated leave not utilized by the recipient prior to return to service shall be returned to the donor.
- 18.14.1.4 The maximum days allowed to be utilized by one Unit Member shall not exceed twenty (20) Duty Days in one school year. Near the end of the 20-day period, the Unit Member may apply to receive up to 20 days of additional days of leave credit.

- 18.14.1.5 Unit Members who are granted the use of donated leave days shall be considered to be in regular paid status and will continue to earn and accrue all contractual benefits.
- 18.14.1.6 To utilize this benefit, a Unit Member of the District must submit a request to the Superintendent to "call for donations."
- 18.14.1.7 The Superintendent will grant approval of a catastrophic leave request to a Unit Member if the Unit Member's or the Unit Member's family member's illness or injury conforms to the definition of catastrophic illness or injury set forth in this section and the individual's condition is verified by a physician's written statement.
- 18.14.1.8 If catastrophic leave has been approved for a Unit Member to care for a family member, all applicable accrued paid leave benefits must be exhausted as personal necessity leave (sick leave), prior to use of catastrophic leave.
- 18.14.1.9 A Unit Member using catastrophic leave for the Unit Member's own serious health condition is required to provide a medical release verification from the Unit Member's physician before the Unit Member will be reinstated.

18.15 Notifications and Usage

- 18.15.1 This Article 18.15 applies to all leaves.
- 18.15.2 Leaves must be taken in minimum increments of at least a half day. A half day (AM or PM) is based on the start and or end time of a Unit Members duty free lunch. For an absence of less than 3.5 hours, the Unit Member must secure other Unit Members to cover the class during the time of such absence and the absence must still be at least one (1) hour unless otherwise approved by the Superintendent or designee or in cases of illness or emergency. In this case, the Unit Member will be docked for the time they are out with a minimum of one (1) hour, and in fifteen-minute increments thereafter. If a Unit Member's absence occurs after the student instructional day, the Unit Member may take leave in fifteen-minute increments, except for Wednesdays.

18.15.3 Unit Members shall notify the District of their need to be absent as soon as such need is known, so that substitute services may be secured. The following is the process to be used:

18.15.3.1 Unit Member submits an Absence Request electronically to the District on a system selected by the District as soon as the need for a substitute is known (i.e. as soon as training dates are secured, jury duty summons received, doctor appointments set) with an estimate of the expected duration of the absence.

18.15.3.2 Business Office confirms the Unit Member has appropriate leave time available.

18.15.3.3 If the Unit Member does not have available time for the purpose requested the Business Office will forward the request to the Superintendent along with a copy of the Unit Member's absence report for the current year for the Superintendent to determine whether to grant the leave request. The Superintendent will then meet with the Unit Member to discuss the requested leave.

18.15.3.4 When the absence is unplanned as in the case of sudden illness, Unit Members are to enter their absence on the District's electronic system immediately. If a request for a substitute is not submitted electronically by 6:00 a.m. on the day of the absence, the Unit Member must text or call the Superintendent's Administrative Assistant as soon as possible and not later than 6:30 a.m. Unit Members may indicate to the Superintendent or designee if they have a preferred substitute, however, Unit Members are not to secure their own substitutes or ask substitutes to trade the classroom assignment they have been given.

18.15.4 Unit Members are to leave detailed lesson(s) for the substitute's use.

JR RV

ARTICLE XIX: SAFETY

19.1 Safety

- 19.1.1 When a Unit Member feels their safety is potentially endangered while working as an employee for the District, they shall so inform their principal and, as soon as possible, provide a written statement to the District regarding the incident. The principal or designee shall arrange a conference with the Unit Member as soon as possible. If requested by the Unit Member and agreed to by the Principal or designee, the conference with the Unit Member may include the parent and/or the appropriate specialist.
- 19.1.2 Unit members who are victims of criminal misconduct while performing their work duties for the District have the right to file a police report without retaliation.
- 19.1.3 When absence is necessary due to an assault on the Unit Member while the Unit Member is performing work duties for the District, the Unit Member can file a workers' compensation injury report.
- 19.1.4 The District shall provide a safe workplace that protects Unit Members from physical violence, sexual harassment, and other harassment.

19.2 Transportation

- 19.2.1 No Unit Members shall be requested or required to transport students in the Unit Members' private vehicles. Unit Member may request to transport the student in a personal vehicle and must have written parent consent prior to transporting the student. While transporting a student, Unit Members shall never be alone with a student, unless it is the Unit Member's child.

19.3 Health Care Procedures and Routine Medications

- 19.3.1 No Unit Member shall be requested or required to perform, provide or conduct necessary specialized health care procedures including, catheterizations, credé, diapering, injections, ileostomies, colostomies, gastrostomies, tracheotomy, suction, oxygen administration, gavage feeding, draining, and head lice inspection.
- 19.3.2 During field trips, the District may require Unit Members to dispense medication if authorized by the student's medical provider, unless the law requires a volunteer to administer the medication. If a Unit Member dispenses medication

or otherwise volunteers to provide specialized physical health care services, appropriate training shall be provided by trained medical personnel. Additionally, the District shall indemnify and hold harmless from liability any Unit Member who while acting in the scope of his/her employment, performs specialized physical health care services and/or dispenses medication.

19.4 Short Term Pupil Suspension

19.4.1 A Unit Member may suspend a pupil from her/his class for the day of the suspension and the following day in accordance with Education Code section 48910.

19.5 Assault

19.5.1 The District shall notify Unit Members in accordance with Education Code Section 49079 of a record of conduct demonstrating that a student has caused, or attempted to cause, serious bodily injury for pupils on the Unit Member's class roster.

ARTICLE XX: CLASS SIZE

20.1 The District and Association have agreed to class sizes as provided in the Memorandum of Understanding signed on August 11, 2014. Attached as Appendix D.

20.1.1 The class size ratio for Transitional Kindergarten shall be as set forth in the law.

20.2 After the first two weeks of the student instructional year, if the number of students on a Unit Member's class roster are in excess of the class size specified in Article 20.3 the Unit Member will be compensated at the rate of \$10 per day per rostered student above the class size maximum.

20.3 Class Size Overage is Paid After:

K – 3rd grade: 27 students

4 – 8th grade: 32 students

ARTICLE XXI: TERMS OF AGREEMENT

21.1 This Contract shall be in full force and effect beginning July 1, 2023 through June 30, 2026.

The parties understand that while the Agreement expires June 30, 2026, the terms of the Agreement will continue to apply as the status quo as required by the EERA until a successor agreement is reached.

21.2 For the 2024-2025 and 2025-2026 school years, reopeners will be Salary, Health and Welfare Benefits, and up to two (2) articles for each party for each of the two (2) years.

Agreed to this _____ day of _____ 20__.

For the Monson Sultana Joint Union
Elementary School District:

For the Monson Sultana Association of
Teachers:

APPENDIX A: 2023-2024 SALARY SCHEDULE

JR RV

0.79% ADJUSTMENT COST & 10.90% ON SCHEDULE

5 Column Adjustment

55,004

Percent Raise

10.90%

Class	I	II	III	IV	V
	BA<30	BA + 30	BA+45	BA+60	BA+75
Step					
1	61,000	62,830	65,030	67,306	72,017
2	62,525	64,401	66,655	68,988	73,817
3	64,089	66,011	68,322	70,713	75,663
4	65,691	67,662	70,030	72,481	77,554
5	67,333	69,353	71,780	74,293	79,493
6		71,087	73,575	76,150	81,481
7		72,864	75,414	78,054	83,518
8		74,686	77,300	80,005	85,606
9		76,553	79,232	82,005	87,746
10			81,213	84,055	89,939
11			83,243	86,157	92,188
12				88,311	94,492
13				90,518	96,855
14				92,781	99,276
15					101,758
16					104,302
17					106,910
18					109,582
19					112,322
20					115,130
21					118,008

APPENDIX B: STIPENDS

Athletic Coaches	\$500/season
	\$50/per tournament on non-school day
TIPS/IMPACT Mentor	\$2,000/annual
Leadership Team (TK- 2)	\$2,000/annual
Leadership Team (3-5)	\$2,000/annual
Leadership Team (6-8 Math/Science)	\$2,000/annual
Leadership Team (6-8 ELA/History)	\$2,000/annual
CTE Enrichment Coordinator	\$1,000/annual
SCICON (Overnight Field Trips)	\$200/day

Hourly Rate-Certificated: As listed in the Salary Article 17.4.2 (To alleviate the impact on the business department the new hourly rate will go into effect the month after the agreement is approved.) (Pre-approved by the Superintendent for After School Tutoring and After School Interventions)

JR RV

APPENDIX C: GRIEVANCE FORMS

18 RV

APPENDIX C: GRIEVANCE FORMS

**MONSON SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
Level II Grievance Form**

Grievant's Name: _____

Date Cause of Grievance Occurred: _____

Date Level I Discussion (Name of Administrator) and other steps taken to resolve the matter: _____

Statement of the specific act, omission, or event that are alleged to have violated the Agreement: _____

The specific provision(s) of the Agreement which are alleged to have been misinterpreted or misapplied: _____

Remedy Sought: _____

Date: _____ Signature of Grievant: _____

12 RV

MONSON SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Level III Grievance Form

Grievant's Name: _____

Date of Grievance conference, if held: _____

Decision reached at Levels I and II: _____

Reason for the appeal: _____

Date: _____

Attach a copy of the original grievance.

IK RV

APPENDIX D: CLASS SIZE MOU

**MEMORANDUM OF UNDERSTANDING BETWEEN
MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
AND
MONSON-SULTANA ASSOCIATION OF TEACHERS (MSAT)**

The Monson-Sultana Joint Union Elementary School District ("District") and the Monson-Sultana Association of Teachers ("MSAT Association") enter into this Memorandum of Understanding (MOU) regarding the Local Control Funding Formula and K-3 Grade Span Adjustment on the following terms:

RECITALS

- A. Beginning with the 2013-2014 school year, the State of California enacted the Local Control Funding Formula ("LCFF") which has a stated goal of providing additional funds to serve the students of the State of California.
- B. Upon full implementation of the LCFF, as a condition of receiving the additional funding grant for K-3 Grade Span Adjustment ("GSA") under the LCFF Class Size Reduction ("CSR") program, all school districts are required to make progress toward maintaining an average class size enrollment of not more than 24 pupils for each school site in Kindergarten and grades 1 to 3, as such progress is defined in Education Code section 42238.02.
- C. In lieu of making progress toward maintaining an average K-3 class size enrollment of no more than 24 pupils for each school site, Education Code section 42238.02, subdivision (d)(3)(B) authorizes the parties to negotiate an alternative annual class size enrollment for each school site in Kindergarten and grades 1 to 3.
- D. The parties intend for the District to be in compliance with this law as interpreted by subsequent guidelines and regulations of the California Department of Education ("CDE") upon full implementation of the LCFF (currently 2020-2021) as set forth in Education Code section 42238.02, subdivision (d)(3)(D) and/or other applicable law.
- E. MSAT Association made its initial request for grade span reduction under LCFF on May 6, 2014 in item number 9 the MSAT Negotiations for 2014-2015, attached hereto as Exhibit "A" and incorporated herein by reference.

AGREEMENT

THEREFORE, based on the recitals above and recognizing the benefits available to District students and the community as a whole, the MSAT Association and the District agree as follows:

- 1. For the 2013-2014 school year, the District and MSAT agree to a collectively bargained alternative class size ratio to implement the LCFF CSR program. Accordingly, school site enrollments in Kindergarten and grades 1 to 3 inclusive shall not exceed a student teacher ratio of 30:1.

2. Commencing with the 2014-2015 school year and thereafter, the District and the MSAT Association agree to an "alternative annual average class size enrollment for each school site" in Kindergarten and grades 1 to 3 of not more than 27 students. Under this alternative, the District shall make annual progress at each school site toward the 27:1 goal by full implementation of the LCFF (currently 2020-2021), but that the amount of progress at each school site shall be flexible and shall not be tied to the formula set forth in Education Code section 42238.02(d)(3)(B)(i)-(v). Progress shall be made toward an average K-3 class size of 27 students for each school site; or if GSA is not implemented and funded, then the K-3 will have a target class size of 30 students.
3. The District will endeavor to allocate staffing in order to maximize instructional quality, induce the economy of operations, and enhance state funding. The District shall maintain class sizes at reasonable and equitable levels. Teacher-student ratios will be configured using only standard classes, excluding PE, Music, other elective classes, Special Day, and RSP, as follows:
 - a. Kindergarten through Grade Three (3) 27:1(including specific provision in paragraph 2 above).
 - b. Grade Four (4) through Grade Six (6) 32:1.
 - c. Grade Seven (7) through Grade Eight (8) 32:1.
4. In the event the District receives the information that compliance with this MOU may result in penalties that would reduce or eliminate the additional funding grant for K-3 GSA, the parties agree to immediately meet and negotiate to implement a mutually agreed resolution.
5. The Parties agree that this MOU addresses any and all obligations of the parties to have "a collectively bargained alternative ratio" in grades K through 3 and includes the parties' agreement on these issues as required to preserve the additional CSR adjustment grant, as currently stated in Education Code section 42238.02.

The Parties represent they have read and understand the terms of this MOU and are authorized to execute this MOU on behalf of their participants.


Monson-Sultana Association of Teachers (MSAT)



Denise Bese

8-11-14

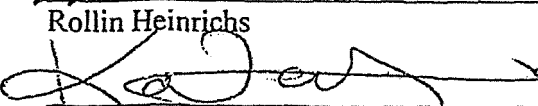
Date



Rollin Heinrichs

8/11/14


Date



Kate Jost

8/11/14

Date



Caryn Garcia

8/11/14

Date

RV

Monson-Sultana Joint Union Elementary School

Roy Woods
Roy Woods, Superintendent

8/15/14
Date

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W RV

APPENDIX E: 2023-2024 CALENDAR

IR RV



MONSON-SULTANA JT. UNION ELEMENTARY SCHOOL DISTRICT CALENDAR FOR SCHOOL YEAR 2023-2024

July 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023 (18)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023 (20)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

District Holidays (14)

July 4 — Independence Day
Sept 4 — Labor Day
Nov 10 — Veterans' Day
Nov 23-24 — Thanksgiving
Dec 22 — Christmas Eve (Obsv)
Dec 25 — Christmas
Dec 29 — New Year's Eve (Obsv)
Jan 1 — New Year's
Jan 15 — Martin Luther King, Jr.
Feb 12 — Lincoln's Birthday
Feb 19 — President's Day
March 29 — Easter Friday
May 27 — Memorial Day
June 19 — Juneteenth

October 2023 (22)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023 (16)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	*	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023 (13)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Special Dates

Aug 3-7 — Teacher In-service Days
Aug 8 — First Day of School
Nov 3 — Trimester Ends
Nov 13-17 — Parent Conferences Min. Days
Nov 20-24 — Thanksgiving Break
Dec 19 — Minimum Day
Dec 20-Jan 5 — Winter Break
Jan 4-5 — Teacher In-service Day
Jan 8 — School Back in session
Feb 23 — Trimester Ends
March 4-8 — Parent Conferences Min. Days
March 25-April 1st — Spring Break
May 23 — 8th Grade Graduation
May 24 — Last Day of School/Trimester Ends

January 2024 (17)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024 (19)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	*	24
25	26	27	28	29		

March 2024 (16)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Minimum Days—1:15 P.M.

November 13-17, 2023
December 19, 2023
March 4-8, 2024
May 24, 2024

April 2024 (21)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024 (18)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	*	25
26	27	28	29	30	31	

June 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Legend

Minimum Day
1:15 P.M. Release

District Holiday

P/T Conference Days
1:15 P.M. Release

School Not in Session

Teacher Inservice

* Trimester Ends

Board Approved:
May 5, 2023

Parent-Teacher
Conferences—1:15 Release

November 13-17, 2023
March 4-8, 2024

Grading Periods

Aug 8 — Nov 3 63 days
Nov 13 — Feb 23 58 days
Feb 26 — May 24 59 days
180 Student Instruction Days

(Except as provided in this Tentative Agreement, there are no other changes to the CBA.)

Agreed this twenty eighth day of February 2024.

For Monson Sultana Joint Union Elementary School District: For the Monson Sultana Association of Teachers

Roberto Vaca

Roberto Vaca, Superintendent

Benita Cortez

Benita Cortez, Business Manager

Joseph Rico

Joseph Rico (President)

Stephen Miller

Stephen Miller

Melissa Mendoza

Melissa Mendoza

Erica Miramontes

Erica Miramontes

Priscilla Gonzalez

Priscilla Gonzalez

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
Board Meeting Agenda Item Summary
March 21, 2024

AGENDA SECTION: **PERSONNEL**

AGENDA ITEM: **8.3 2023-2024 SALARY SCHEDULES**

ATTACHMENTS: **CERTIFICATED SALARY SCHEDULE**
CERTIFICATED MANAGEMENT SALARY SCHEDULE
CLASSIFIED SALARY SCHEDULE
CLASSIFIED CONFIDENTIAL SALARY SCHEDULE
CONFIDENTIAL MANAGEMENT SALARY SCHEDULE

DISCUSSION:

All salary schedules are updated to reflect a 11.69 % Cost of Living Adjustment (COLA).

RECOMMENDATION: The Superintendent recommends that the Board
APPROVE the salary schedules as presented.

PROPOSED ACTION: **APPROVE**

Monson Sultana Joint Union Elementary

Certificated Salary Schedule

2023-24 AGREED 5 COLUMN SALARY SCHEDULE 0.79% ADJUSTMENT COST
& 10.90% ON SCHEDULE

Prior Step 1 Column 1 55,004 5 Column Adjustment 0.79%
Percent Raise 10.90%
11.69%

Class	I	II	III	IV	V
	BA<30	BA + 30	BA+45	BA+60	BA+75
Step					
1	61,000	62,830	65,030	67,306	72,017
2	62,525	64,401	66,655	68,988	73,817
3	64,089	66,011	68,322	70,713	75,663
4	65,691	67,662	70,030	72,481	77,554
5	67,333	69,353	71,780	74,293	79,493
6		71,087	73,575	76,150	81,481
7		72,864	75,414	78,054	83,518
8		74,686	77,300	80,005	85,606
9		76,553	79,232	82,005	87,746
10			81,213	84,055	89,939
11			83,243	86,157	92,188
12				88,311	94,492
13				90,518	96,855
14				92,781	99,276
15					101,758
16					104,302
17					106,910
18					109,582
19					112,322
20					115,130
21					118,008

1. No more than fifteen (15) semester units may be taken without prior board approval. To be eligible for advancement from one column to the next, nine units of each 15 unit block must be toward an educational objective determined by the employee and approved by the Board. The remainder of six (6) units shall contribute to the general professional development in methods directly related to learning skills.
2. Fifteen (15) continuing education units (CEU's) will equal one (1) upper division semester unit.
3. Each Certificated staff member is to keep an up-to-date record of transcripts on file in the school office.
4. Effective July 1, 2007, newly hired certificated employees who do not possess a preliminary or clear credential shall remain in the BA Intern cell until they obtain such a credential.
5. Teachers new to the district may not begin with more than fifteen (15) steps on the salary schedule. (Board Approved: March 3, 2020)

Substitutes: Day 1 - 30 \$175 per day

Day 31 - indefinite \$220 per day - Effective change: September 8, 2021

Adopted for 2021-2022 school year in response to COVID-19 pandemic

****The District will process salary payments in accordance with the Tulare County Office of Education's Uniform Salary Payment Schedule****

Board Approved: March xx, 2024

Monson-Sultana Joint Union Elementary **2023-2024 Certificated Management Salary Schedule**

Step	1	2	3	4	5
Learning Director	120,096	123,098	126,176	129,621	133,070
195 days					
8 hours per day					

11.69% Percentage Increase

\$ 1,500 Stipend for Master's Degree

The District will process salary payments in accordance with the Tulare County Office of Education's Uniform Salary Payment Schedule
 Board Approved: March xx, 2024

Monson-Sultana Joint Union Elementary

2023-2024 Classified Salary Schedule

Step	1	2	3	4	5	6	7	8	9	10
Instructional Assistant	\$20.34	\$20.85	\$21.37	\$21.91	\$22.46	\$23.01	\$23.59	\$24.17	\$24.77	\$25.41
Behavioral IA	\$22.09	\$22.64	\$23.21	\$23.80	\$24.38	\$25.00	\$25.62	\$26.26	\$26.92	\$27.60
Technology Assistant	\$24.93	\$25.57	\$26.19	\$26.84	\$27.51	\$28.21	\$28.89	\$29.63	\$30.37	\$31.13
Office Clerk/Receptionist	\$20.34	\$20.85	\$21.37	\$21.91	\$22.46	\$23.01	\$23.59	\$24.17	\$24.77	\$25.41
Health Services Aide	\$24.83	\$25.44	\$26.07	\$26.73	\$27.42	\$28.10	\$28.79	\$29.50	\$30.26	\$31.01
Cook I /Cafeteria Clerk	\$20.34	\$20.85	\$21.37	\$21.91	\$22.46	\$23.01	\$23.59	\$24.17	\$24.77	\$25.41
Food Service Assistant	\$19.03	\$19.51	\$19.99	\$20.48	\$21.00	\$21.55	\$22.07	\$22.62	\$23.20	\$23.78
Grounds/Maintenance	\$ 4,275	\$ 4,384	\$ 4,493	\$ 4,604	\$ 4,719	\$ 4,836	\$ 4,958	\$ 5,083	\$ 5,210	\$ 5,341
Bus Driver/Custodian	\$ 4,106	\$ 4,208	\$ 4,316	\$ 4,421	\$ 4,533	\$ 4,644	\$ 4,761	\$ 4,882	\$ 5,003	\$ 5,128
Bus Driver	\$23.68	\$24.29	\$24.88	\$25.50	\$26.16	\$26.82	\$27.48	\$28.16	\$28.86	\$29.60
Custodian	\$17.85	\$18.29	\$18.74	\$19.21	\$19.70	\$20.18	\$20.70	\$21.21	\$21.75	\$22.28

* Superintendent has discretion to determine on substitute pay rate based on work experience

Board Approved: March xx, 2024

Substitute Rates: *	
Bus Driver	\$23.68
Cook	\$20.34
Custodian	\$17.85
Food Service Assistant	\$19.03
Instructional	\$20.34
Asst.	
Student	\$16.00

* Effective January 1, 2024 Minimum Wage

11.69% Percentage Increase

Longevity Pay:

\$25 per month upon the completion of the 10th year of service

\$50 per month upon the completion of the 15th year of service

The District will process salary payments in accordance with the Tulare County Office of Education's Uniform Salary Payment Schedule

Monson-Sultana Joint Union Elementary
2023-2024 Classified Confidential Salary Schedule

Step	1	2	3	4	5	6	7	8	9	10
Administrative Asst. 260 days 8 hours per day	\$5,782	\$5,926	\$6,075	\$6,227	\$6,382	\$6,541	\$6,706	\$6,872	\$7,044	\$7,221
<i>11.69 % Percentage Increase</i>										

Longevity Pay:

\$25 per month upon the completion of the 10th year of service
 \$50 per month upon the completion of the 15th year of service
 \$100 per month upon the completion of the 30th year of service

****The District will process salary payments in accordance with the Tulare County Office of Education's Uniform Salary Payment Schedule****
 Board Approved: March xx, 2024

**Monson-Sultana Joint Union Elementary
2023-24 Confidential Management Salary Schedule**

Step	1	2	3	4	5	6	7	8	9	10
Business Manager 260 days 8 hours per day	\$7,943	\$8,106	\$8,272	\$8,440	\$8,612	\$8,787	\$8,969	\$9,152	\$9,333	\$9,520
Food Service Director 221 days * 8 hours per day	\$4,560	\$4,674	\$4,891	\$5,014	\$5,137	\$5,267	\$5,395	\$5,534	\$5,673	\$6,287
MOT Director 260 days 8 hours per day	\$28,48 \$5,395	\$29,19 \$5,530	\$29,91 \$5,671	\$30,66 \$5,808	\$31,43 \$5,954	\$32,22 \$6,102	\$33,01 \$6,257	\$33,85 \$6,412	\$34,70 \$6,574	\$35,56 \$7,158
Director of Technology 260 days 8 hours per day	\$7,479	\$7,665	\$7,856	\$8,053	\$8,254	\$8,461	\$8,673	\$8,889	\$9,112	\$9,338

11.69% Percentage Increase

Longevity Pay:

\$25 per month upon the completion of the 10th year of service
 \$50 per month upon the completion of the 15th year of service
 \$100 per month upon the completion of the 30th year of service

* Includes Vacation and Holiday Day Pay

****The District will process salary payments in accordance with the Tulare County Office of Education's Uniform Salary Payment Schedule****
 Board Approved: March xx, 2024

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

March 21, 2024

AGENDA SECTION:

PERSONNEL

AGENDA ITEM:

8.4 LITERACY COACH/READING SPECIALIST
JOB DESCRIPTION

ATTACHMENTS:

TOSA LITERACY COACH/READING SPECIALIST
JOB DESCRIPTION

DISCUSSION:

The superintendent recommends approval of the job description for the position of (TOSA) Teacher On Special Assignment Literacy Coach/Reading Specialist.

The position will provide services out of the classroom and within the classroom setting to provide literacy instruction, intervention, and support that will improve student literacy achievement.

RECOMMENDATION:

**The Superintendent recommends that the Board
APPROVE the Job Description for the position of TOSA
Literacy Coach/Reading Specialist as presented.**

PROPOSED ACTION:

APPROVE



MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
Position Job Description

TITLE: TOSA Literacy Coach/Reading Specialist

<u>REPORTS TO:</u>	Superintendent/Principal	<u>DEPARTMENT:</u>	Curriculum/Instruction
<u>CLASSIFICATION:</u>	Certificated	<u>HOURS PER DAY:</u>	7 Hours
<u>WORK YEAR:</u>	185 Days	<u>SALARY:</u>	As per salary schedule

Board Approved: March 21, 2024

Purpose Statement

A TOSA Literacy Coach/Reading Specialist (LCRS) is an instructional leader with specialized knowledge in current research around literacy development and acquisition, evidence based practices, intervention, English Language Arts Standards, English Language Arts/English Language Development Framework, as well as the knowledge of how to work with adult learners. The LCRS provides collegial, job-embedded support to ensure literacy instruction is data-informed and student centered, and also provides literacy intervention to identified students LCRSs collaborate with leaders and teachers, engaging in practices of literacy intervention,co-teaching, co-planning, modeling, reflective conversations and data analysis to build capacity that improves student literacy achievement. These services are provided outside and within the classroom setting and supplementary to the district's baseline program. LCRSs work under the direction of the site administration and do not evaluate any staff.

Specific Responsibilities

1. Collaborates with classroom teachers to support literacy instruction and assessment as well as facilitate problem solving to meet the needs of students.
2. Provides Reading Recovery and Literacy Lessons instruction to identified students for early literacy intervention.
3. Provides modeling, coaching, feedback and support to teachers in the organization, including lesson design, instructional delivery, differentiation, and assessment of exemplary literacy instruction.
4. Plans, researches, and prepares professional development training and family literacy workshops appropriate for adult learners in literacy skill development and effective instructional strategies.
5. Utilizes district recommended research-based diagnostic and progress monitoring assessments to evaluate student progress and ability to implement successful literacy strategies to improve student learning.
6. Works closely with site administration in the development and implementation of literacy strategies and professional development to support efforts that enhance teacher practice and increase student literacy achievement.
7. Builds capacity of site administration and classroom teachers in monitoring the effectiveness of literacy instruction through periodic measurements of student progress.
8. Provides on-site professional support to ensure that teachers are knowledgeable about exemplary classroom practices and continuously builds a deep understanding of literacy theory for the purpose of enhancing capacity to teach reading and improve literacy instruction.
9. Serves as a resource in identifying and modeling appropriate instructional materials and strategies to improve student literacy achievement for all students including English Learners, students with disabilities and students with diverse learning needs.
10. Prepares, attends and actively participates in collaborative grade level meetings (PLCs), as assigned, to assist in the analysis and utilization of assessment data to improve student literacy achievement.
11. Prepares forms, records, and reports as directed.
12. Prepares, attends and actively participates in meetings and training.
13. Maintains professional competence through participation in professional development activities, including Reading Recovery and Literacy Lessons Certification, as provided by district, county, state and other consultants.
14. Other related duties as assigned.

1. Qualifications Specific knowledge of:

- Effective literacy assessment and instructional practices in the primary grades
 - A variety of research-based literacy assessments, instructional strategies, intervention approaches and methodologies within a Comprehensive Literacy Model.
 - Reading Recovery and Literacy Lessons intervention, or willingness to be trained.
 - The application of standards aligned systematic instruction for language and literacy development
 - How to align instruction with a logical scope and sequence of reading skill development
 - Effective learning and instructional strategies for English Learners, students with disabilities and students with diverse learning needs
 - The role of classroom routines upon student motivation and active engagement in developing literacy
 - Design and presentation of professional development activities
2. Laws, policies and procedures applicable to assignments
 3. Successful implementation strategies of the District Mission

Specific Ability to:

1. Design, plan and model strategies that support teachers in developing engaging, effective, standards-aligned lessons to increase student literacy learning outcomes.
2. Establish and maintain cooperative and effective working relationships with others.
3. Effectively use data collected from instructional practices to inform and implement professional learning.
4. Apply effective coaching practices integrating pedagogy and andragogy principles.
5. Apply principles and practices that foster an inclusive and collaborative culture.
6. Provide effective instructional leadership to improve student learning outcomes.
7. Interpret, apply and explain District, school and program policies, procedures, and regulations as they align to LCAP and/or Site Plan.
8. Integrate technology effectively.
9. Communicate effectively both orally and in writing.
10. Plan and organize work to meet schedules and timelines.
11. Analyze situations accurately and recommend effective courses of action.
12. Maintain paperwork consistently, appropriately and in a timely manner.
13. Maintain the confidentiality of teachers and students.

Minimum Qualification Experience:

1. Five years of successful elementary teaching experience.
2. High level of understanding of primary reading/literacy instruction and practice.
3. Experience working with groups in curriculum development or related fields.
4. Experience working with English Language Learners.
5. Experience in planning and delivering professional development activities.
6. Experience in site/teacher leadership roles (i.e., grade level lead, etc.)

Education:

1. Clear and valid California Teaching.
2. Authorization to teach English Learners.
3. Advanced course work and/or training in literacy development, reading intervention and instructional strategies specific to the duties of the job. (e.g., Reading /Language Arts Masters,,Reading Recovery Certificate (or in training) California Reading & Language Arts Specialist Credential or Reading Certificate, etc.)

License:

1. Valid California Driver's License.

PHYSICAL DEMANDS IN THE WORK ENVIRONMENT

These physical characteristics are representative of those that must be met by an employee to successfully perform the essential functions of this job safely.

1. Mobility sufficient to move about, stand, and/or sit for extended periods, and access all locations in the work environment.
2. Manual skill to appropriately control and manipulate objects, tools, materials, and equipment used on the job, including a telephone and a computer.
3. Flexibility and strength to reach with hands and arms, bend and stoop.
4. Ability to hear and understand speech at normal room levels, and to hear and understand speech on the telephone.
5. Ability to speak in audible tones so that others may understand clearly in normal conversations and on the telephone.

6. Ability to see, read, and distinguish colors, with or without vision aids: computer screen, equipment used in the work environment, instructional materials, training materials, directions, rules, policies, calendars, agendas, manual, and other printed matter.
7. Physical strength and agility to push, pull, squat, twist, turn, and lift and carry bulky objects of up to 25 pounds with or without assistance.
8. Mental acuity to perform the essential functions of this position in a safe, accurate, neat, and timely fashion and to make and evaluate the results of judgments and decisions.
9. Ability to drive a car.
10. High tolerance for continuing stressful situations.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions in the work environment. This environment may be expected to include: moderate noise, frequent interruptions, and frequent movement from inside to outside with exposure to elements, stairs, children, moving vehicles, and duty hours before sunrise or after sunset.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

March 21, 2024

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **9.0 AUTHORIZATION OF VENDOR PAYMENTS REPORTS
DATED MARCH 1, 2024 THROUGH MARCH 15, 2024**

ATTACHMENTS: **ACCOUNTS PAYABLE FINAL REPORTS**

DISCUSSION:

The attached Accounts Payable Final Reports dated March 1, 2024 through March 15, 2024 are for expenditures after February 26, 2024 and before March 15, 2024.

RECOMMENDATION: The Superintendent recommends that the Board
APPROVE the Accounts Payable Final Reports.

PROPOSED ACTION: **APPROVE**

TOTAL REPAYMENTS REPORT										REPORT DATE:	03/10/2024	
Detailed Subtotalled by Vendor										4:47:18 PM		
Date Paid between 02/26/2024 and 03/15/2024												
										Total Payment Amount:		
850	SOUTHWEST SCHOOL & OFFICE SUPP	00	PV	240894	03/01/2024	6000273995	0	62249486	O	010-00000-0-00000-27000-43000-0-0000	Envelopes	\$2,132.17 *
	SOUTHWEST SCHOOL & OFFICE SUPP	00	PV	240893	03/01/2024	6000273996	0	62249486	O	010-11000-0-11100-10000-43000-2-0000	Tape Dispenser/Pencils/Rubber bands/Copy Paper	\$1,782.82
	SOUTHWEST SCHOOL & OFFICE SUPP	00	PV	240953	03/05/2024	6000152089	0	62250304	O	010-07200-0-11100-10000-43000-2-0123	Replacement Check	\$279.12
										Total Payment Amount:		\$2,090.92 *
374	SULTANA COMMUNITY SERVICES	00	PV	240973	03/15/2024	02121043	0	62254083	O	010-00000-0-00000-81000-55000-0-0000		\$91.72
	SULTANA COMMUNITY SERVICES	00	PV	240973	03/15/2024	02121043	0	62254083	O	010-00000-0-00000-81000-55000-0-0000		\$347.42
	SULTANA COMMUNITY SERVICES	00	PV	240973	03/15/2024	02121043	0	62254083	O	010-00000-0-00000-72000-58000-0-0000		\$5.00
										Total Payment Amount:		\$444.14 *
624	SYSCO FOODSERVICES	00	CM	240012	03/01/2024	384944602	0	62249487	R	130-53100-0-00000-37000-47000-0-0000		(\$31.14)
	SYSCO FOODSERVICES	00	PV	240920	03/01/2024	384931400	0	62249487	R	130-53100-0-00000-37000-47000-0-0000		\$1,416.83
	SYSCO FOODSERVICES	00	PV	240921	03/01/2024	384931397	0	62249487	R	130-53100-0-00000-37000-47000-0-0000		\$154.44
	SYSCO FOODSERVICES	00	PV	240922	03/01/2024	384931401	0	62249487	R	130-53200-0-00000-37000-47000-0-0000		\$664.28
	SYSCO FOODSERVICES	00	PV	240926	03/01/2024	384955701	0	62249487	R	130-53100-0-00000-37000-47000-0-0000		\$552.75
	SYSCO FOODSERVICES	00	PV	240924	03/01/2024	384931399	0	62249487	R	010-07200-0-11100-10000-43001-5-0117		\$130.80
	SYSCO FOODSERVICES	00	PV	240927	03/01/2024	384947330	0	62249487	R	130-53200-0-00000-37000-47000-0-0000		\$461.37
	SYSCO FOODSERVICES	00	PV	240928	03/01/2024	384947329	0	62249487	R	130-53100-0-00000-37000-47000-0-0000		\$2,127.67
	SYSCO FOODSERVICES	00	PV	240925	03/01/2024	384955700	0	62249487	R	130-53100-0-00000-37000-47000-0-0000		\$2,306.78
	SYSCO FOODSERVICES	00	PV	240929	03/01/2024	384939305	0	62249487	R	130-53200-0-00000-37000-47000-0-0000		\$600.57
	SYSCO FOODSERVICES	00	PV	240929	03/01/2024	384939305	0	62249487	R	130-53100-0-00000-37000-47000-0-0000		\$2,590.77
	SYSCO FOODSERVICES	00	PV	240923	03/01/2024	384931399	0	62249487	R	010-58126-0-11100-24950-43001-2-0306		\$142.09
										Total Payment Amount:		\$11,117.21 *
12	THE HOME DEPOT PRO	00	PV	240889	03/01/2024	790930812	0	62249488	R	010-00000-0-00000-81000-43000-0-0000	Custodial Supplies	\$1,791.30
										Total Payment Amount:		\$1,791.30 *
1332	TLS CHOICE LLC	06	PV	240883	02/27/2024	15	0	62248864	R	010-07200-0-00000-85000-62000-0-0303	Application #15	\$230,565.95
										Total Payment Amount:		\$230,565.95 *
1294	T-MOBILE	00	PV	240910	03/01/2024	969604954	0	62249489	R	010-41270-0-11100-24200-58000-1-2021	Service Charge - PY	\$36.00
										Total Payment Amount:		\$36.00 *
903	U.S. BANCORP SERVICE CENTER	00	PV	240945	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-24200-43000-1-0000	Laptop battery	\$44.04
	U.S. BANCORP SERVICE CENTER	00	PV	240945	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-10000-43000-2-0000	Printer toner	\$57.91
	U.S. BANCORP SERVICE CENTER	00	PV	240946	03/01/2024	ARIAS	0	62249490	R	010-58126-0-11100-24200-44000-1-2100	Panasonic HCx2000 Camera	\$2,284.32
	U.S. BANCORP SERVICE CENTER	00	PV	240943	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-24200-43000-1-0000	Tech supplies	\$62.83
	U.S. BANCORP SERVICE CENTER	00	PV	240952	03/01/2024	ARIAS	0	62250301	R	010-11000-0-11100-24200-43000-1-2100	RJ45 Connectors	\$17.21
	U.S. BANCORP SERVICE CENTER	00	PV	240952	03/01/2024	ARIAS	0	62250301	R	010-11000-0-11100-24200-58000-1-0000	Adobe Subscription	\$19.99
	U.S. BANCORP SERVICE CENTER	00	PV	240943	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-10000-43000-2-0000	Printer toner	\$195.90
	U.S. BANCORP SERVICE CENTER	00	PV	240943	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-10000-43000-2-0000	Card printer toner	\$86.19
	U.S. BANCORP SERVICE CENTER	00	PV	240901	03/01/2024	CORTEZ	0	62249490	R	010-00000-0-11306-42000-43000-0-0000	Referee T-Shirts	\$195.20
	U.S. BANCORP SERVICE CENTER	00	PV	240903	03/01/2024	W CORCOR	0	62249490	R	010-58126-0-11100-24950-43001-2-0306	Pique - Supplies	\$55.78
	U.S. BANCORP SERVICE CENTER	00	PV	240903	03/01/2024	W CORCOR	0	62249490	R	010-58126-0-11100-24950-43001-2-0306	PIQE - Pan Dulce	\$52.00
	U.S. BANCORP SERVICE CENTER	00	PV	240903	03/01/2024	W CORCOR	0	62249490	R	010-58126-0-11100-24950-43001-2-0306	PIQE - Pan Dulce	\$52.00
	U.S. BANCORP SERVICE CENTER	00	PV	240904	03/01/2024	B CORCOR	0	62249490	R	010-00000-0-00000-36000-43000-0-0000	Fuel for Prius	\$59.23
	U.S. BANCORP SERVICE CENTER	00	PV	240905	03/01/2024	PAULS	0	62249490	R	010-11000-0-11330-10000-43000-0-0000	Music Notes	\$4.93
	U.S. BANCORP SERVICE CENTER	00	PV	240905	03/01/2024	PAULS	0	62249490	R	010-11000-0-11330-10000-43000-0-0000	Music Notes	\$4.93
	U.S. BANCORP SERVICE CENTER	00	PV	240896	03/01/2024	CORTEZ	0	62249490	R	010-00000-0-00000-72000-58000-0-0000	Fees - February 2024	\$91.85
	U.S. BANCORP SERVICE CENTER	00	PV	240908	03/01/2024	MONTEJAN	0	62249490	R	010-32140-0-11100-10000-43000-2-0000	OG Intervention materials	\$105.90
	U.S. BANCORP SERVICE CENTER	00	PV	240952	03/01/2024	ARIAS	0	62250301	R	010-11000-0-11100-24200-43000-1-0000	Lysol Wipes	\$24.22

TOTAL ESTIMATED REPORT										REPORT PERIOD: 02/15/2024 - 03/15/2024									
Detailed Subtotalled by Vendor										4:47:18 PM									
Date Paid between 02/26/2024 and 03/15/2024																			
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Detailed Subtotalled by Vendor																		
Date Paid between 02/26/2024 and 03/15/2024																		
U.S. BANCORP SERVICE CENTER	00	PV	240931	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-24200-58000-1-0000	Adobe Subscription	\$19.99							
U.S. BANCORP SERVICE CENTER	00	PV	240932	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-24200-58000-1-0000	Adobe Subscription	\$19.99							
U.S. BANCORP SERVICE CENTER	00	PV	240932	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-24200-43000-1-0000	New controller module	\$460.16							
U.S. BANCORP SERVICE CENTER	00	PV	240942	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-24200-58000-1-0000	Adobe Subscription	\$19.99							
U.S. BANCORP SERVICE CENTER	00	PV	240942	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-24200-43000-1-0000	Cell Phone screen protectors	\$15.03							
U.S. BANCORP SERVICE CENTER	00	PV	240942	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-24200-43000-1-0000	Tech office supplies	\$47.55							
U.S. BANCORP SERVICE CENTER	00	PV	240942	03/01/2024	W CORCOR	0	62249490	R	130-53100-0-00000-37000-43000-0-0000	Café supplies	\$258.38							
U.S. BANCORP SERVICE CENTER	00	PV	240942	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-24200-43000-1-0000	Presenter wireless controller	\$105.73							
U.S. BANCORP SERVICE CENTER	00	PV	240942	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-24200-43000-1-0000	wiring / office supplies	\$190.63							
U.S. BANCORP SERVICE CENTER	00	PV	240942	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-24200-58000-1-0000	Adobe Subscription	\$19.99							
U.S. BANCORP SERVICE CENTER	00	PV	240946	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-24200-58000-1-0000	Adobe Subscription	\$19.99							
U.S. BANCORP SERVICE CENTER	00	PV	240946	03/01/2024	ARIAS	0	62249490	R	010-00000-0-00000-00000-86990-0-0000	Invoice- Reimbursement	\$46.37							
U.S. BANCORP SERVICE CENTER	00	PV	240943	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-24200-43000-1-0000	Tech office supplies	\$369.43							
U.S. BANCORP SERVICE CENTER	00	PV	240944	03/01/2024	ARIAS	0	62249490	R	010-00008-0-11100-24200-43000-1-2100	Memory cards	\$52.06							
U.S. BANCORP SERVICE CENTER	00	PV	240945	03/01/2024	ARIAS	0	62249490	R	010-11000-0-11100-24200-58000-1-0000	Adobe Subscription	\$19.99							
U.S. BANCORP SERVICE CENTER	00	PV	240952	03/01/2024	ARIAS	0	62250301	R	010-11000-0-11100-24200-43000-1-2100	Flash drives/wire molding	\$81.76							
U.S. BANCORP SERVICE CENTER	00	PV	240942	03/01/2024	ARIAS	0	62249490	R	010-90332-0-11100-10000-43000-2-0000	Special Friends supplies	\$113.20							
U.S. BANCORP SERVICE CENTER	00	PV	240903	03/01/2024	W CORCOR	0	62249490	R	130-53100-0-00000-37000-47000-0-0000	Grocery	\$14.76							
U.S. BANCORP SERVICE CENTER	00	PV	240903	03/01/2024	W CORCOR	0	62249490	R	130-53100-0-00000-37000-47000-0-0000	Grocery	\$35.88							
U.S. BANCORP SERVICE CENTER	00	CM	240014	03/15/2024	ARIAS	0	62254084	O	010-11000-0-11100-24200-43000-1-2100	Return- Hand tools	(\$431.84)							
U.S. BANCORP SERVICE CENTER	00	CM	240013	03/15/2024	ARIAS	0	62254084	O	010-11000-0-11100-24200-43000-1-2100	Return item	(\$10.92)							
U.S. BANCORP SERVICE CENTER	00	PV	240974	03/15/2024	CORTEZ	0	62254084	O	010-00000-0-00000-72000-58000-0-0000	Fees - January 2024	\$85.12							
U.S. BANCORP SERVICE CENTER	00	PV	240960	03/15/2024	VACA	0	62254084	O	010-00000-0-00000-71500-58000-0-0000	Educator pro Subscription	\$100.03							
U.S. BANCORP SERVICE CENTER	00	PV	240960	03/15/2024	VACA	0	62254084	O	010-00000-0-00000-71500-43001-0-0000	TCOE Consultant Lunch w/Nick Lopez	\$52.41							
U.S. BANCORP SERVICE CENTER	00	PV	240960	03/15/2024	VACA	0	62254084	O	010-00000-0-00000-71500-43001-0-0000	Breakfast w/Board President	\$43.11							
U.S. BANCORP SERVICE CENTER	00	PV	240960	03/15/2024	VACA	0	62254084	O	010-00000-0-00000-71500-52000-0-0000	Leadership Series Workshop = Vaca	\$60.00							
U.S. BANCORP SERVICE CENTER	00	PV	240960	03/15/2024	VACA	0	62254084	O	010-00000-0-00000-71100-52000-0-0000	Leadership Series Workshop = Quintana	\$60.00							
U.S. BANCORP SERVICE CENTER	00	PV	240960	03/15/2024	VACA	0	62254084	O	010-00000-0-00000-71500-43001-0-0000	Meeting w/Dr Hernandez (Negotiations)	\$33.68							
U.S. BANCORP SERVICE CENTER	00	PV	240960	03/15/2024	VACA	0	62254084	O	010-00000-0-00000-71500-43001-0-0000	Breakfast w/Board President	\$56.68							