# MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT Board of Trustees Meeting Agenda Zoom Link:

### https://zoom.us/j/8587803370?pwd=cEJ1SFlEUGdxUjgrSWI2ZStjU1pYZz09

AGENDA March 5, 2024 School Ca

March 5, 2024 School Campus - New Classroom West

5:30 P.M

pecial 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 6:30 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 Approval of Minutes February 6, 2024 (A)
- 7.0 Correspondence
  - 7.1 CSBA Delegate Assembly (A)
- 8.0 Superintendent's/Principal's Report
  - 8.1.1 Campus Update ASB Student Board Representative
  - 8.1.2 Construction Update

# MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT Board of Trustees Meeting Agenda Zoom Link:

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<u>AGEN</u>	DA	March 5, 2024	School Campus - New Classroom West	<u>5:30 P.M.</u>
9.0	Cons	ent Items / Review / Publi	c Hearing/ Public Input / Board Discussion / <b>AC</b> T	ΓΙΟΝ (as applicable
	9.1	Construction Inspector Con		
	9.2	Teacher Induction Progran	n (TIP) (A)	
	9.3	Budget Revision 003-24 (A		
	9.4	Cash Flow Report for mont	th of February 2024 (A)	
	9.5	2023-2024 Second Interim	Budget Report (A)	
	9.6	2024-2025 Transportation	Plan (A)	
	9.7	Interdistricts (A)		
10.0	Auth	orization of Vendor Paymo	ents dated 2/2/2024 through 2/23/2024 (A)	
11.0	Perso	onnel		
	11.1	Certificated Re-Elections (A	A)	
	11.2	Personnel Order (A)		
12.0	Closi	ng Activities		
		The Governing Board member	s have the opportunity to comment.	
13.0	Adjou	urnment		
	4 Fb	and a section of the 1999 and t	the state of the s	

\*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

Regular Meeting			February 6, 2	024	5:30 P.M
1.0	CAL	L TO ORDER:	The meeting was	s called to order by Trustee Quinta	na at 5:30 PM
	1.1	Roll Call		Simmons, Cepeda, Worthley, Be Quintana None Roberto Vaca	
2.0		LIC COMMENT ON SED SESSION TOPICS:	Pioneer Teaching School District, School District,	Hanford Elementary School Distraction, Joseph Schuster from Lindsay Mendoza from Cutler Ordand Allen Blanchard from Hanfordard in support of Monson Sultana ().	m Dinuba Unified osi Joint Unified d Secondary Education
3.0		CUTIVE CLOSED SION:	-	a called the meeting into closed se ack to regular session at 6:55 P.M.	
4.0	REGULAR/OPEN SESSION:				
	4.1	Flag Salute	Trustee Quintana	led all those in attendance for the	e Flag Salute.
	4.2	Report of Action Taken in Closed Session	No action was ta	ken during the closed session to re	eport.
	4.3	Guests/Staff Present	Valdez, Melissa Jennifer Melban Mosera Cristoba Mendoza, Brauli Cuevas, Denise	iqueline Montejano, Katherine Ar Mendoza, Stephen Miller, Joseph Mary Pauls, Michelle Larralde, F I, Dain Arias, Erica Miramontes, I o Rodriguez, Edward Bedoya, Ca Bese. For an extended list of guest ng, please email the administrative	Rico, Catherine Diaz, Florencia Gonzalez, Mayra Ortega, Kaylie ryn Garcia, Wendy s and attendance to
5.0	OPPORTUNITY TO ADDRESS THE BOARD:			addressed the board presenting so School in additional support of M	
6.0	APPROVAL OF MINUTES:		Trustee Cepeda moved and Trustee Simmons seconded the motion to approve the minutes of the January 16, 2024 Regular Meeting. PASSEI		
7.0	COR	RESPONDENCE:	Business Manager Benita Cortez presented the board with a letter from TCOE Assistant Superintendent, certifying the District's First Interim Report for the 2023-2024 School Year.		

9

#### 8.0 SUPERINTENDENT'S/ PRINCIPAL'S REPORT:

8.1.1: Campus Update - The Associate Student Body (ASB) Students reported on events happening on campus for the month of February which included the 6th Grade Scicon Trip, The Valentine's Day Dance, The Ronald Reagan Library trip by the music department, Loteria Night brought by FUEL (after school program), Girls on the Run, Read Across America (Dr. Seuss Birthday), Anti Tobacco Bowl and Career Day which will be coming up in February and March. A short slide on the 100th Day of school was also presented to the board.

8.1.2: 2022-2023 California Dashboard Presentation by TLC Members - Mrs. Katherine Arreguin, Mr. Joseph Rico, Mr. Stephen Miller, and Mrs. Melissa Valdez presented the California Dashboard with results showing significant progress on subjects such as math, ELA, suspensions, and other factors once affecting Monson-Sultana School.

#### 9.0 CONSENT ITEMS:

9.1	Local Control Accountability Plan (LCAP) Mid Year Report	Trustee Simmons moved and Trustee Cepeda seconded the motion to approve the LCAP Mid Year Report as presented. PASSED
9.2	Modernization Bid	Trustee Worthley moved and Trustee Simmons seconded the motion to approve the bid from BDM, Inc. PASSED
9.3	School Accountability Report Card (SARC)	Trustee Simmons moved and Trustee Cepeda seconded the motion to approve the 2022-2023 School Accountability Report Card (SARC).  PASSED
9.4	Comprehensive School Safety Plan	Trustee Worthley moved and Trustee Belknap seconded the motion to approve the Comprehensive School Safety Plan & Emergency Response Plan as presented. PASSED
9.5	Arts, Music, and Instructional Materials Discretionary Block Grant Plan	Trustee Cepeda moved and Trustee Worthley seconded the motion to approve the Arts, Music, and Instructional Materials Discretionary Block Grant Expenditure Plan. PASSED
9.6	Budget Revision 002-24	Trustee Simmons moved and Trustee Worthley seconded the motion to approve Budget Revision 002-24 as presented. PASSED
9.7	Interdistricts	Trustee Simmons moved and Trustee Cepeda seconded the motion to

# 10.0 AUTHORIZATION OF VENDOR PAYMENTS:

Trustee Simmons moved and Trustee Cepeda seconded the motion to approve vendor payments for the period of 1/12/24-1/26/24. PASSED

approve the interdistricts as presented. PASSED

11.0 PERSONNEL: None

12.0 CLOSING ACTIVITIES: None.

1

#### 13.0 ADJOURNMENT:

## Meeting adjourned at 8:12 P.M.

# Respectfully Submitted,

Delbert Quintana	President	Roberto Vaca	Secretary
Robert Cepeda	Clerk	Jeff Belknap	Trustee
Vicki Worthley	Trustee	Lynn Simmons	Trustee

#### MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary
March 5, 2024

AGENDA SECTION: <u>CORRESPONDENCE</u>

AGENDA ITEM: 7.1 CSBA DELEGATE ASSEMBLY

ATTACHMENTS: <u>CSBA DELEGATE ASSEMBLY MATERIALS</u>

#### **DISCUSSION:**

The attached letter and ballot from CSBA indicates the need for the Board to cast a ballot for two delegates. The Board must submit one ballot on behalf of the Board of Trustees.

RECOMMENDATION: The Superintendent recommends that the Board vote for

the two incumbents.

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PROPOSED ACTION: Approve

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#### REQUIRES BOARD ACTION

January 31, 2024 **MEMORANDUM** 

To: CSBA Member Boards and Even-numbered County Board Presidents and Superintendents

From: Albert Gonzalez, CSBA President

Re: 2024 Ballot for CSBA Delegate Assembly — U.S. Postmark Deadline is Fri. March 15

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Friday, March 15, 2024.

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district or county office must be clearly printed in the space provided.

The ballot must be signed by the Board President, Board Clerk, or Superintendent as a designee of the board, and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's or county office's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked on or before April 30. Results will be published by May 11, 2024.

#### For County Boards of Education Only:

Per Standing Rule 52, in regions with more than one county, each county board of education has one vote to elect the county board member who represents the county board(s) in the region in the Delegate Assembly. One-county regions will appoint the county Delegate. Your county board may vote for only one candidate to fill the Delegate position representing the county boards within your region. Enclosed is the ballot material for election to CSBA's Delegate Assembly of the county board representative from

your region. It consists of 1) the ballot (on GREEN paper) listing the candidates, the reverse side of which contains the name of the current member of the Delegate Assembly representing the county boards in your region; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, also provided is a copy of the ballot on white paper to include with your board agenda. Only the ballot on GREEN paper is to be completed and returned to CSBA. Like the ballot on red paper for the other Delegate seats in your region, it must be postmarked by the U.S. Post Office on or before Friday, March 15, 2024.

The ballot on GREEN paper must be signed by the Board President, Board Clerk, or by the County Superintendent, as a designee of the board, and returned in the enclosed envelope. If the envelope is misplaced, you may use your county office's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked by May 1. The results for the county board seat in each region will also be published by May 11, 2024.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2024 – March 31, 2026. The next meeting of the Delegate Assembly takes place on Saturday, May 19 and Sunday, May 20, 2024. Please do not hesitate to contact the Executive Office at <a href="mailto:nominations@csba.org">nominations@csba.org</a> should you have any questions.

Encs:

Ballot on red paper and watermarked "copy" of ballot on white paper Ballot on green paper and watermarked "copy" of ballot on white paper List of all current Delegates on reverse side of ballot Candidate(s)' required Biographical Sketch Forms and optional resumes CSBA-addressed envelope to send back ballots

#### REQUIRES BOARD ACTION

This complete, ORIGINAL Ballot must be SIGNED by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than FRIDAY, MARCH 15, 2024. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

#### OFFICIAL 2024 DELEGATE ASSEMBLY BALLOT SUBREGION 12-A (Tulare County)

Number of seats: 2 (Vote for no more than 2 candidates) Delegates will serve two-year terms beginning April 1, 2024 - March 31, 2026 \*denotes incumbent Walta Gamoian (Visalia USD) Peter Lara Jr. (Porterville USD)\* Provision for Write-in Candidate Name School District Title Signature of Superintendent or Board Clerk School District Name

Date of Board Action

#### REGION 12 - 13 Delegates (11 elected/2 appointed♦)

**Director: Bill Farris (Sierra Sands USD)** 

Below is a list of all elected or appointed Delegates from this Region.

#### Subregion 12-A (Tulare)

Jacqueline Gaebe (Visalia USD), term expires 2024
Peter Lara Jr. (Porterville USD), term expires 2024
Felipe Martinez (Porterville USD), term expires 2025
Cathy Mederos (Tulare Joint Union HSD), term expires 2025

#### Subregion 12-B (Kern)

Jim Beltran (McFarland USD), term expires 2025
Leigh Ann Cook (Rosedale Union ESD), term expires 2024
Pamela Jacobsen (Standard ESD), term expires 2024
David Manriquez (Kern HSD) ⋄, appointed term expires 2025
Kurt Rockwell (Sierra Sands USD), term expires 2025
Steven Rodrigue (Kern HSD)⋄, appointed term expires 2024
Pablo Trevino (Lamont ESD), term expires 2025
Vacant, term expires 2025

#### **County Delegate:**

Mary Little (Kern COE), term expires 2024

#### **Counties**

Tulare (Subregion A) Kern (Subregion B)

# Delegate Assembly Biographical Sketch Form for 2024 Election



Deadline: Sunday, January 7, 2024 | No late submissions accepted

<u>This form is required.</u> An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not retype this form. Please submit completed form via e-mail to <u>nominations@csba.org</u> by no later than 11:59 p.m. on January 7, 2024. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2024. <u>It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline.</u>

Signature: Date:	11/17/23
Name: Walta S. Gamoian  District or COE: Visalia Unified School District  Profession: Retired Biology Teacher Contact Number Cell D H  Primary E-mail: wgamoian@vusd.org	CSBA Region & subregion #: 12-A  Years on board: 5 years  ome □ Bus.): (559)936-2307
Are you an incumbent Delegate? 🛘 Yes 📓 No 💮 If yes, year you became	Delegate:

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I have spent my life advocating for children. I believe in public education. ALL children can learn at high levels with the proper resources and supports. CSBA connects with California legislators who make critical decisions for education. I would like to serve as a delegate to ensure that our region is represented and has a voice. In turn, I would come alongside CSBA to connect with California legislators to promote legislation that supports the diversity and values of our region.

I was an educator for 34 years. I bring my experience to make decisions that are best for our students.

I am in my 2nd term as a Visalia Unified Trustee, and I am currently serving as board president. This is a very unified board with diverse thoughts on what is best for children. I have led many public discussions with this board that have been thoughtful, respectful and have resulted in consensus.

I forged relationships with elected officials in my city, county and the state to promote the cause of the children of Visalia.

Please describe your activities and involvement on your local board, community, and/or CSBA.

While serving as president along with the 6 other board members and the superintendent, Visalia Unified upholds 3 core beliefs that are foundational to the work of the district. From these core beliefs, we have created a vision and a mission statement. Every decision this board makes is based on these documents. We have also created an award -winning communication team that provides transparency and much needed connection with our community. Each board member has a time of connection and converstion with the community.

During my time as president, this board has been awarded the CSBA Governance Team of the Year.

I have worked with CSBA at state legislative advocacy.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

One of the biggest challenges facing our board is navigating all the diverse values, opinions and ideologies. What is most important is that all students are learning and are successful. The diverse political issues become superfluous and begin to distract from our main goal that all children will be safe and learn every day. Sometimes, even state laws distract from our main goal. CSBA has held very helpful seminars on how to navigate these issues. My hope is that as a delegate, I can appeal to CSBA for help in addressing these challenges.

# WALTA S. GAMOIAN

(559) 936-2307

#### wgamoian@vusd.org

#### Objective

To represent Region 12-A on the CSBA Delegate Assembly.

#### Education

California State University, Fresno Single Subject Teaching Credential, Biology Bachelor of Science, Biology

#### **School Board Experience**

- Visalia Unified School District Trustee, 2018-Present
  - o Board President, December 2022-Present
  - o Board Clerk, December 2020-2022
- Co-Lead, Superintendent's Search Committee, 2021-2022
- Guided efforts to develop Collective Board Core Beliefs, Vision and Mission Statements,
   Strategic Plan through 2030, and Long-Range Facility Plan through 2030
- Recipient of CSBA 2023 Governance Team of the Year

#### Related Work Experience

Golden West High School, Visalia, 1984-2017

Instructor: Honors Biology, Biology, Chemistry, Health Science, AVID, Driver's Education, College and Careers

- Teaching staff member for Business Finance Academy and Health Careers Academy
- WASC Leadership Team

Selma High School, Selma, 1982-1984

Instructor: English Language Arts, Yearbook

#### Advisor, Extracurricular Activities

- Class Advisor
- Cheer Advisor
- Link Crew Advisor
- Mock Trial Advisor
- Chess Club Advisor
- Fellowship of Christian Athletes (FCA) Advisor
- Homecoming Carnival Co-Chair
- Young Life Volunteer Leader

#### **Professional Development**

- Harvey Silver training: Integrating Learning Styles and Multiple Intelligences and Teaching Styles and Strategies
  - o Professional Development Leader training district teaching staff
  - Featured instructor in nationally distributed video series for Association for Supervision and Curriculum Design (ASCD)
- Bioengineering Training, UC San Francisco
- CSBA Masters in Governance
- Board President Workshop

#### View results

Resp	ond	ent
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28

Anonymous

472:14

Time to complete

- 1. I have been... \*
  - Appointed
  - Nominated
- 2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Peter Lara, Jr.

3. Full name \*

Peter Lara, Jr.

 $\langle \cdot \rangle \in \mathsf{No}$ 

4. Region/subregion *		
12A ~		
5. Name of District or COE *		
Porterville Unified School District		
C. Vanna and bankel t		
6. Years on board *		
21	-	
7. Profession		
Farmer		
8. Contact number *		
559-361-4959		
9. Primary email address *		
plara@portervilleschools.org		
	•	
10. Are you an incumbent Delegate? *		
Yes		

#### 1/9/24, 3:26 PM

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

My dedication to advancing the quality of education in California's public schools is the cornerstone of my desire to serve as a Delegate. With over two decades of experience on the school board, I bring a wealth of knowledge in educational policy, community engagement, and strategic planning. I have honed my ability to listen actively, engage in meaningful dialogue, and conduct thorough research to make informed decisions. My approach is collaborative, yet I am decisive when it comes to introducing innovative ideas and solutions that could significantly improve educational outcomes. As a Delegate, I would leverage these skills to not only represent but also to enhance the learning experiences and opportunities for our students across the state.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

My commitment to our community and educational system is reflected in my extensive involvement across various platforms. As a dedicated member of the Porterville Education Foundation, I have worked to secure funding for innovative educational programs. My role on the Agricultural Advisory Board allows me to integrate agricultural awareness into our school curricula, promoting sustainability and student awareness of ecological practices. My experiences with the CSBA's Delegate Assembly and Legislative Committee have deepened my understanding of educational policy and governance. Serving as President of the Porterville Exchange Club, I've led initiatives for youth development and community service. In my capacity as President of the Porterville Unified School Governing Board and Vice President for the Tulare County School Boards Association, I've been at the forefront of strategic planning and policy-making to enhance educational standards within our district and beyond.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

Navigating the complexities of governance to maximize student success stands as the paramount challenge for school boards. It's essential that board members are not only well-informed but also adept in governance strategies that resonate with our educational objectives. To this end, the CSBA can play a pivotal role by facilitating advanced training programs tailored to enhance the governance skills of board members. These programs should encompass strategic decision-making, policy development, and fiscal management. Moreover, the CSBA can assist school districts in effectively communicating the value of innovative educational programs, ensuring that the broader community is engaged and aware of the exceptional opportunities available in our public schools. This dual approach of empowering board members and promoting district initiatives is crucial for fostering an environment where every student has the tools and support to thrive.

#### MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary March 5, 2024

**AGENDA SECTION:** 

**8.0 SUPERINTENDENT'S REPORT** 

**AGENDA ITEM:** 

**8.1.1 CAMPUS EVENTS AT MSJUESD** 

**8.1.2 CONSTRUCTION UPDATE** 

**ATTACHMENTS:** 

**NONE** 

#### **DISCUSSION:**

The ASB Board Rep will provide information to the Board on past events and calendar dates/events that will be coming up on our campus. Additionally, Superintendent Vaca will provide an update on the status of the construction project.

**RECOMMENDATION:** 

NONE

PROPOSED ACTION:

NONE

# MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT Board Meeting Agenda Item Summary March 5, 2024

AGENDA SECTION: CONSENT ITEM

AGENDA ITEM: 9.1 CONSTRUCTION INSPECTOR CONTRACT

ATTACHMENTS: <u>CONSTRUCTION INSPECTOR CONTRACT</u>

#### **DISCUSSION:**

Monson-Sultana School will require the services of an inspector pursuant to the requirements of Title 21 and/or 24 of the California Code of Regulations during the period of construction of the Project. The inspector has been approved by both the Department of General Services and the Project architect or engineer. Inspector warrants and represents that it is competent to perform the duties and responsibilities required by this Contract. Therefore, it is recommended we enter into a contract with the Am Tech Construction Inspector for the new Modular Building Project.

RECOMMENDATION: The Superintendent recommends that the Board

APPROVE the contract with Am Tech Construction Inspector for the new Modular Building Project.

PROPOSED ACTION: APPROVE

#### CONSTRUCTION INSPECTOR CONTRACT

#### Monson-Sultana Joint Union Elementary School District

Th	nis Construction Inspector Contract ("Contract") is made as of Febuary, 28
2024	by and between the Monson-Sultana Joint Union
Elementa	ry School District
	Owner"), on the one hand, and Am-Tech Inspection Services, LLC, a
	a limited liability company ("Inspector"), on the other hand, in connection
	Collowing underlying premises:
	RECITALS
A.	Owner has awarded a contract for a public works Project ("Project")
described	as follows: New Modular Library Building
B.	The Project is located at the following location:
Mc	onson-Sultana Elementary 10643 Avenue 416 Sultana, CA. 93666
	<u> </u>
C.	Owner will require the services of an inspector pursuant to the
requireme	ents of Title 21 and/or 24 of the California Code of Regulations during the
period of	construction of the Project.
D.	Inspector has been approved by both the Department of General
Services a	and the Project architect or engineer.
E.	Inspector warrants and represents that it is competent to perform the
duties and	l responsibilities required by this Contract.

#### **CONTRACT**

NOW, THEREFORE, in consideration of the recited premises underlying this Contract and the bargained for exchange of promises made a part of this Contract and other valuable consideration, the receipt and adequacy of which are acknowledged by each of the parties to this Contract, the parties agree as follows:

- 1. Recitals. The Recitals set forth (above) are true and correct.
- 2. <u>Duties of Inspector</u>. Inspector shall represent Owner as the Inspector of Record for the Project. Inspector shall observe construction operations of the general contractor and subcontractors to better insure that the work is constructed and completed in conformity with the plans, drawings, and specifications approved and adopted by Owner, and shall perform these duties under and pursuant to Title 21 and/or Title 24 of the California Code of Regulations. Inspector may employ or contract with other qualified and approved inspectors to provide the services required by this Contract as permitted under Title 21 and/or Title 24.
- 2.1 <u>Title 24, Part 1, Sections 4-333 and 4-342</u>. Inspector shall perform specific duties in accordance with Title 24, Part 1, Sections 4-333 and 4-342. The Inspector shall act under the direction of the Design Professional in General Responsible charge and shall be subject to supervision by the California Division of the State Architect ("<u>DSA</u>").

#### 2.2 **Prohibited Conduct**.

- 2.2.1 INSPECTOR DOES NOT HAVE THE AUTHORITY, THE CONTRACTOR TITLE 24. TO DIRECT OR ITS UNDER SUBCONTRACTORS IN THE **EXECUTION OF** THE WORK COMPRISING THE PROJECT, NOR TO STOP THE WORK OF CONSTRUCTION.
- 2.2.2 Inspector is prohibited from performing functions associated with actual construction work such as the following:
  - Performing construction work without the prior written consent of Owner pursuant to a separate written Contract.
  - Ordering or purchasing materials to be incorporated into the work of construction.
  - Directing the work of the contractor, subcontractor(s), volunteer labor, or any entity performing construction work
  - Coordinating or scheduling the work of construction

- Performing "quality control" of construction. Quality control shall be the responsibility of the contractor. Quality assurance shall be the responsibility of the Inspector.
- 2.2.3 Inspector shall not order or purchase materials to be incorporated into the work of the construction.

#### 2.3 <u>General Responsibilities</u>.

- 2.3.1 Inspector shall have a thorough understanding of all requirements of the construction documents.
- 2.3.2 Inspector shall inspect all portions of the construction for compliance with the requirements of DSA approved construction documents.
- 2.3.3. Inspector shall identify, document and report deviations in the construction from the requirements of the DSA approved construction documents to the Design Professional in General Responsible Charge, DSA and/or Owner as appropriate.
- 2.3.4 Inspector shall submit verified reports (DSA Form 6-PI and substantial equivalent). At the conclusion of the Project, Inspector shall note any outstanding deviations (on form DSA 6-PI or substantial equivalent).

#### 2.4 Code-Prescribed Duties.

- 2.4.1 <u>Inspector's Job File</u>. Inspector must maintain the following records at the job site during construction in an organized and readily accessible manner:
  - DSA approved (stamped and initialed) plans and specifications (printed copy).
  - DSA approved testing and inspection list (on form DSA 103 or substantive equivalent). Form DSA 103 (or its substantive equivalent) may be incorporated into drawings or specifications.
  - Deferred submittals as required by DSA approved plans (printed copy).
  - Project addenda and change orders.

- Construction change documents with a log of all construction changes
- Copies of contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.)
- Communication log referencing all Project construction related communications, such as contractor's requests for information ("RFI") and architect's supplemental instructions, and Project related meeting minutes and/or notes
- Deviation notices with a log (summary record) including resolution status for each deviation
- Evidence of continuous inspection, such as daily inspection reports
- Materials testing and special inspection reports
- Completed semi-monthly reports (using DSA Form 155 or substantive equivalent)
- DSA field trip notes from prior visits with copies provided to the design professional in responsible charge and attachments indicating resolution of each field trip note item requiring action
- California Building Standards Codes (Title 24): Part 1 (Administrative Code);
   Part 2, Volumes 1 and 2 (Building Code);
   Part 3 (Electrical Code);
   Part 4 (Mechanical Code);
   Part 5 (Plumbing Code);
   Part 6 (Energy Code).
- 2.4.2 <u>Inspector's Comprehension of Construction Documents</u>. Inspector must study and comprehend the requirements of the construction documents in order to provide competent inspection of the work. Inspector shall possess a thorough understanding of the requirements of the plans and specifications before that portion of the work is performed.
- 2.4.2.1 Inspector shall consult the responsible design professional(s) to resolve any uncertainties in the Inspector's comprehension of the plans and specifications prior to construction of that portion of the work.
- 2.4.2.2. Inspector shall review requirements for each phase of the construction with the contractor prior to commencing that phase of the work.

- 2.4.2.3 Inspector shall identify non-compliant work as the construction progresses to facilitate corrective action and issue Deviation Notices as permitted by law consistent with Section 2.4.5, below.
- 2.4.2.4 Inspection shall verify code-compliant implementation of the materials testing and special inspection program.
- Nothing in this Contract shall be interpreted to impose on Inspector the responsibility for document interpretation assigned to the Design Professional in General Responsible Charge as a matter of law. Title 24, Part 1, Section 4-343, specifies that the contractor—not the Inspector—must direct inquiries regarding document interpretation (including Requests for Information or RFI's) to the Design Professional in General Responsible Charge, through the inspector. Owner shall require its contractor(s) and subcontractors, in writing, to involve the Inspector in the interpretation and clarification of the construction documents.
- 2.4.3 <u>Continuous Inspection of the Work</u>. Inspector shall effectively complete and timely inspection of every material portion of the work of construction. Inspector shall provide timely verbal notification to the contractor of any deviation, so that the deviation can be immediately corrected. Subsequent to a verbal notice in the case of serious or major deviations, all notices shall be in writing and brought to the attention of the Design Professional in General Responsible Charge, DSA and the Owner, as necessary, to secure correction in a timely manner.
- 2.4.4 <u>Records of Inspection</u>. Inspector shall maintain records of all inspections performed by Inspector. Inspector's records shall provide comprehensive and timely documentation of the inspected work, identifying all compliant and non-compliant construction. These records shall be readily accessible and maintained in an organized manner. Inspector shall maintain the following on the job site:
  - A systematic record of all materials and assemblies delivered to the Project site
  - A systematic record of the inspection of the work of construction required by the construction documents. Inspector shall record the resolution of reported deviations on DSA form DSA 154 (or substantive equivalent)

 Construction procedure records per Title 24, Part 1, Section 4-342, including concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved construction documents

2.4.5 <u>Communications Required of Inspector</u>. Inspector shall, during the course of construction, provide specific code-prescribed notices and reports to the responsible design professional(s), DSA, Owner, and the contractor. Inspector shall maintain records of communications. These records shall be accessible and maintained in an organized manner. The date and recipients of communications shall be indicated. Inspector shall provide the following communications during the course of construction of the work:

- Notifications to DSA: In compliance with Title 24, Part 1, Section 4-342(b)5, those notices contemplated by DSA Form DSA 151 including start of work, minimum 48 hours prior to completion of foundation trenches, minimum 48 hours prior to first concrete placement, and when work is suspended for more than one month. Email is acceptable.
- Semi-Monthly Reports: Inspector shall make semi-monthly reports (on the 1<sup>st</sup> and 16<sup>th</sup> of each month) on the progress of construction. The semi-monthly report shall be completed on DSA Form DSA 155 (or substantive equivalent) and submitted to the Design Professional in General Responsible Charge and the structural engineer; a copy shall be sent to DSA and the Owner.
- **Deviation Notices**: When Inspector identifies deviations from the DSA approved plans and specifications, Inspector shall verbally notify the contractor. If the deviation is not immediately corrected, Inspector shall issue a written notice of deviation using DSA Form 154 (or substantive equivalent) to the contractor, with a copy to the responsible design professional(s), Owner of the Project and DSA. The status and resolution of all deviations shall be documented on semi-monthly reports.
- Record of Communications to the Responsible Design Professional(s):
   All uncertainties in the inspector's or contractor's comprehension of the documents must be reported in writing to the responsible design professional(s).

- Reporting for Projects with Work Stoppage: In cases where DSA issues a Stop Work Order, Order to Comply or a request for district/owner to stop work, Inspector shall provide additional reporting and/or oversight of construction related to a documented non-compliant condition that is the cause of work stoppage if requested by DSA.
- Verified Reports: Inspector shall submit verified reports on DSA Form DSA 6-PI (or substantive equivalent) directly to DSA (with copies to the responsible design professional(s) and the Owner) upon any of the following
  - o Work on the Project is suspended for a period of more than one month
  - Services of the Inspector are terminated for any reason prior to completion of the Project and such termination is not a result of work stoppage
  - o DSA requests a verified report
  - At the time of occupancy of any building which is a part of the Project prior to completion of the entire DSA approved scope of work.
  - o The entire Project is substantially complete

## 2.4.6 Inspector's Monitoring of the Materials Testing and

Special Inspection Program. Inspector shall be responsible, under the direction of the Design Professional in General Responsible Charge, for monitoring the work of the laboratory of record ("LOR") any special inspectors hired directly by the Owner to ensure that all materials testing and special inspections required for the Project are satisfactorily completed in accordance with the DSA approved documents. Inspector shall monitor the following aspects of the structural testing and special inspection program:

- When DSA approval for special inspectors is required for special inspectors employed by the Owner, Inspector shall identify and report any special inspectors on the job site that are not DSA approved
- Inspector shall verify that the LOR is included on the List of DSA Accepted Testing Laboratories on the DSA website
- Inspector shall verify that the LOR and special inspectors have received advance notification to perform required material sampling or special inspection

- Inspector shall verify that required material sampling and special inspections have been performed. Inspector shall observe the presence on-site of special inspectors, if any, as well as the performance of their duties, the special inspector's documentation of complying and non-complying work, and their issuance of deviation notices
- Inspector shall review materials test and special inspection reports. Inspector shall report on semi-monthly reports (DSA Form DSA 155 or substantive equivalent) the status and resolution of deviations reported by any LOR or special inspector.
- 2.4.7 Monitoring of Assistant Inspectors. Inspector shall provide technical guidance to assistant inspectors, if any, and shall verify the assistant inspectors' comprehension of the construction documents. Inspector shall monitor the assistant inspectors' performance, verifying that the assistant inspectors are properly checking the construction, recording inspections, and performing other assigned duties.
- 3. <u>Independent Contractor Status of Inspector</u>. It is the intent of the parties that Inspector is hired as an independent contractor and not as an agent or employee of Owner. Nothing in this Contract shall be construed to mean that Owner retains any control over the manner and means of how Inspector carries out Inspector's duties and responsibilities under this Contract, but only as to the results of the work.

## 4. Compensation for Inspection Services.

4.1 <u>Base Compensation</u>. Owner shall pay to Inspector for and on account of services performed under this Contract the contract compensation rate(s) set forth on Exhibit "A" attached to and made a part of this Contract by this reference. The Inspector's Daily Report shall include a log of time spent by Inspector in the performance of its duties under this Contract. It is understood that no deductions will be made from payments to Inspector on account of withholding for income tax, Social Security, health insurance, retirement, or any other benefits applicable to employees of Owner, nor shall Inspector be entitled to any payment of

any expenses unless expressly provided in this Contract or authorized, in writing, by Owner outside of this Contract.

- 4.2 <u>Billing</u>. Inspector shall submit a monthly itemized statement for inspection services to Owner on or before the 20<sup>th</sup> calendar day of each month. Payment will be due by the 15<sup>th</sup> calendar day of the following month. The itemized statement shall reflect the hours spent per workday by Inspector in performing its duties under this Contract.
- 4.3 <u>Charges for Inspection Services Appurtenant to Non-Conforming Work of Contractor or its Subcontractors</u>. If any portion of Inspector's work or the charges for Inspector's work arises from the failure of the contractor or any of the subcontractors to comply with the requirements of the Project plans, drawings, or specifications, Inspector's time and charges relating to this non-conforming work shall be separately reported to Owner together with sufficient backup documentation or detail as required to permit Owner to submit a back-charge to the contractor for such services and/or charges.
- 5. <u>Insurance</u>. Owner may require Inspector, prior to execution of this Contract, to possess and maintain during this Contract, policies of insurance satisfactory to Owner for general liability and Worker's Compensation, if applicable, and to name Owner as an additional insured on these policies. The rate for services specified in Section 4, above, and on Exhibit "A" to this Contract, does not reflect a requirement for Inspector to carry errors and omissions insurance. Should Owner require such insurance, in which Owner would be named as additional insured, the rate specified on Exhibit "A" to this Contract shall be increased by the sum set forth on Exhibit "B" also attached to and made a part of this Contract by this reference.
- 6. <u>Term</u>. The term of this Contract shall be for the period of construction of the Project which shall terminate when (1) the notice of completion is filed with the County Recorder or (2) the contractor(s) has completed all of the requirements of the contract documents, whichever occurs last.
- 7. <u>Termination</u>. Either party may terminate this Contract for cause in the event the other party commits a material breach of a material term of the

Contract which is not cured within seven (7) days after receiving written notice of such breach. In addition, Owner may terminate the Contract without cause on fifteen (15) days prior written notice.

#### 8. <u>Indemnification</u>.

Each party (Inspector and Owner) shall defend and indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

#### 9. General Provisions.

- 9.1 <u>Amendment</u>. This Contract may be amended at any time by the mutual written agreement of the parties. All amendments, changes, revisions and discharges of this Contract, in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.
- 9.2 Attorneys' Fees. If any party to this Contract shall bring any action for any relief against the other party, declaratory or otherwise, arising out of this Contract, the losing party shall pay to the prevailing party a reasonable sum for attorney fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment. For the purpose of this action, attorney fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation.
- 9.3 <u>Choice of Law.</u> This Contract shall be governed by the laws of the State of California.

- 9.4 <u>Counterparts</u>. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
- 9.5 Entire Contract. This Contract contains the entire Contract between the parties respecting the subject matter of this Contract and supersedes all prior understandings and agreements, whether oral or in writing, between the parties respecting the subject matter of this Contract but shall not be construed to exclude all applicable provisions of the DSA approved Project plans and specifications appurtenant to the Project which is the premise for this Contract.
- 9.6 <u>Full Performance Required</u>. Performance of any duty imposed on either party by this Contract is conditioned on the other party's full performance of all duties imposed on it in this Contract.
- 9.7 <u>Further Acts</u>. Each party hereby agrees that it shall, upon request of the other, execute and deliver such further documents (in form and substance reasonably acceptable to the party to be charged) and do such other acts and things as are reasonably necessary and appropriate to effectuate the terms and conditions of this Contract.
- 9.8 <u>Legal Advice</u>; Neutral Interpretation; Heading. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Contract and the meaning of the provisions hereof. The provisions of this Contract shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Contract are for convenience of reference only and shall not be used in construing this Contract.
- 9.9 <u>Manner of Giving Notice</u>. All notices and demands which either party is required or desires to give to the other shall be given in writing by United States registered or certified mail, return receipt requested, by personal delivery, by telegram or by express courier service to the address set forth below for the respective party, provided that if any party gives notice of a change of name or address, notices to that party shall thereafter be given as demanded in that notice. All notices and demands given by mail shall be effective on the second business day after mailing; all notices and demands otherwise given as provided above shall be effective upon receipt by the party to whom notice or a demand is being given.

To Owner:

With copies to:

To Inspector:

With copies to:

- 9.10 <u>Severability</u>. If any term, covenant, condition or provision of this Contract, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Contract, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 9.11 <u>Successors and Assigns</u>. This Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to this Contract.
- 9.12 <u>Time of the Essence</u>. Time shall be of the essence as to all dates and times of performance, whether contained herein or contained in any escrow instructions to be executed pursuant to this Contract, and all escrow instructions shall contain a provision to this effect.
- 9.13 <u>Prevailing Wage Requirements</u>. Inspector is advised and agrees that prevailing wage requirements apply to this Contract and on the Project. Inspector agrees to pay each employee, if any, engaged in work on the Project, as appropriate, not less than the general prevailing rate of per diem wages determined by the Director of the California Department of Industrial Relations.
- 9.14 <u>Contract Interpretation</u>. Should this Contract be attached to and made a part of a master agreement as an exhibit or otherwise incorporated into a master agreement by reference, all terms defined by this Contract shall have the meanings ascribed to such terms by this Contract and all conflicts of terms and/or

provisions, if a	ny, shall be	e interpreted a	nd enforced	l in a	manner	wholly	consistent
with the terms a	and conditi	ons of this Cor	ntract.				

The parties have executed Tulare County, C	ted this Contract at <u>Sultana</u> ,
"Owner"	"Inspector"
Ву	By Steve Guffey Partner/IOR
Its	Its Steve Guffey 02-28-24

# EXHIBIT "A"

# Attached to and made a part of Inspector of Record Contract

The Contract compensation ra [hour] [day] [month].	te shall be the sum of \$8800.00 per
"Owner"	"Inspector"
By	By Steve Guffey Partner/IOR
Its	Its Steve Guffey 02-28-24

## **EXHIBIT "B"**

# Attached to and made a part of Inspector of Record Contract

if initiated below, Owner agi	rees to pay inspector an additional sum of \$ 00_
per [hour] [da	ay] [month] (circle one) in consideration of
	med as an additional insured on one or more or
Inspector's policies of insurance.	
"Owner"	"Inspector"
By	By Steve Guffey Partner/IOR
Its	Its Steve Guffey 02-28-24

#### MONSON-SULTANA JOINT ELEMENTARY UNIFIED SCHOOL DISTRICT

Board Meeting Agenda Item Summary March 5, 2024

AGENDA SECTION: CONSENT ITEM

AGENDA ITEM: 9.2 TEACHER INDUCTION PROGRAMS

ATTACHMENTS: AGREEMENT WITH TCOE

#### **DISCUSSION:**

The district is required to provide support and mentoring to new teachers during their first two years in the profession (interns are in a different program). The attached contract outlines responsibilities that both the Teacher Induction Program (TIP) and the district must provide. Fees paid to the county for this service are \$3000 per year, per candidate. As required by the agreement, Monson-Sultana is required to provide a veteran mentor teacher to conduct regular meetings, attend trainings, and provide support as needed throughout the year.

RECOMMENDATION: The Superintendent recommends that the Board

APPROVE attached agreement for Teacher Induction

Programs.

PROPOSED ACTION: APPROVE

#### 1. RESPONSIBILITIES OF DISTRICT:

(Please provide a detailed description of services and deliverables to be provided by Monson-Sultana Joint Union School District.)

See Exhibit A

#### 2.RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

See Exhibit A

#### FEE SCHEDULE

The contract total for services to be provided are estimated to be

This contract total for services to be provided is \$3,000.00 per candidate/per year. The (DISTRICT/AGENCY) will be billed for a maximum of \$12,000.00 for candidates who are enrolled in the program at the start of the current school year. If the (DISTRICT/AGENCY) enrolls additional candidates after the fully-executed agreement, a new agency agreement will be issued for the balance owed. Districts will be billed for all candidates enrolled in the 2023-2024 program. Refunds will not be provided to DISTRICTs whose candidates do not complete the Tulare county Office of Education Teacher Induction Program.

# including travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Exhibit (A)	Monson-Sultana Scope of Services.pdf	146.42KB
Exhibit (B)		
Exhibit (C)		
Exhibit (D)		

#### AGENCY AGREEMENT 240576

THIS AGREEMENT, is entered into between the Tulare County Superintendent of Schools, referred to as SUPERINTENDENT and Monson-Sultana Joint Union School District, referred to as DISTRICT.

ACCORDINGLY, IT IS AGREED:

TERM: This Agreement shall become

effective as

and shall expire on .

8 1/2023

6/30/2024

- SERVICES: DISTRICT shall provide services as set forth: (See attached Scope of Services Exhibit A for details. 2. The Exhibit A is made part of this Agreement by reference.)
- COST OF SERVICES: DISTRICT shall pay SUPERINTENDENT for the actual cost of such services to the extent 3. they are allowable not to exceed the sum of

sum of

\$ 12,000.00

- METHOD OF PAYMENT:
  - SUPERINTENDENT must submit itemized invoices to DISTRICT for the cost of the services.
  - SUPERINTENDENT is responsible for maintaining verifiable records for all expenditures. b.
- INDEMNIFICATION: SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or DISTRICT or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.
- TERMINATION: Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

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

DISTRICT Roberto Vaca Monson-Sultana Joint Union School District P.O. Box 25 Sultana, CA 93666

SUPERINTENDENT

Tim A. Hire, Superintendent Tulare County Superintendent of Tulare County Office of Education 30x 5091

# Signature Date 11/14/2023 DISTRICT Signature SIgn Date TCOE Program Information

Contact Person: Kathy Thompson

**Telephone:** 559-733-6513

Department/Program: New Teacher & Leadership Development

Please return an original copy to: Tulare County Office of Education

ATTN: Internal Business Services Secretary

P.O. Box 5091

Visalia, CA 93278-5091

# SCOPE OF SERVICES 2023-2024 TCOE INDUCTION PROGRAM

### 1. RESPONSIBILITIES OF DISTRICT:

- a. The Tulare County Office of Education (TCOE) Induction program is designed to provide a two-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching. The DISTRICT will enroll candidates into the Induction program in their first year of teaching with a preliminary credential.
- b. When providing mentors, DISTRICT agrees to provide qualified mentors who have:
  - Knowledge of the context and the content area of the candidate's teaching assignment
  - Demonstrated commitment to professional learning and collaboration
  - Possession of a Clear California Teaching Credential
  - A minimum of three years of effective teaching experience
- c. The DISTRICT will enroll the candidate in the TCOE Induction program in the candidate's first year of teaching on their preliminary credential. If the candidate is absent for more than 45 days during the school year, the candidate will need to repeat the year of Induction.
- d. The DISTRICT will assign a mentor to each candidate within the first 30 days of the candidate's enrollment in the program, matching the mentor and candidate according to credentials held, grade level and/or subject area, as appropriate to the candidate's employment. (See Induction Eligibility\*) The DISTRICT will provide information about the mentor and candidate to TCOE within the first 30 days of enrollment.
- e. The DISTRICT will provide an exemplary veteran teacher to work as a mentor, who will meet once a week with the candidate to provide on-going assistance and support. The DISTRICT will assure that each candidate receives an average of not less than 36 hours per year of individualized support. Mentoring support for candidates must include both "just in time" and longer term analysis of teaching practice to help candidates develop enduring professional skills.
- f. The DISTRICT will ensure the mentor meets with the candidate to develop the goals of the ILP within the first 60 days of the candidate's enrollment of the program.
- g. The DISTRICT must ensure dedicated time for regular mentor and candidate interactions, observations of colleagues and peers by the candidate, for a minimum of two half-days.
- h. The DISTRICT will ensure mentors and candidates will attend scheduled meetings and trainings outlined by the program.
- i. The DISTRICT will ensure all staff will respect the confidentiality between the mentor and the candidate. The ILP must be designed and implemented solely for the professional growth and development of the candidate and not for evaluative purposes.
- j. The DISTRICT will ensure that the site administrator will assist the candidate and the mentor with assuring the availability of resources necessary to accomplish the goals of the ILP.

- k. The DISTRICT will appoint a certificated coordinator who will oversee mentor and candidate responsibilities as described above and will attend the NTLD Leadership Team Forum meetings.
- The DISTRICT WILL develop and maintain a budget that allocates amounts sufficient to meet the cost of implementing its program responsibilities.
- m. The DISTRICT will participate in program evaluations.

### 2. RESPONSIBILITIES OF SUPERINTENDENT:

- a. Provide a two-year, individualized; job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching.
- b. Employ, at a minimum, a full-time Program Director to perform services as described under the heading "Teacher Induction Program Director" in the program description.
- c. Employ, at a minimum, a full-time support staff to provide for the clerical needs of the program.
- d. Provide workspace for the Teacher Induction Program Director and support staff, and meeting space for program activities.
- e. Provide an Early Completion Option for "experienced and exceptional" candidates who meet the program's established criteria.
- f. Provide a process for equitable distribution of services to candidates and mentors in all participating DISTRICTs.
- g. Establish and maintain accurate records and reports; maintain a confidential file on candidates involving individual progress through the program for a minimum of 5 years after the candidate exits the program.
- h. Provide the California Commission on Teacher Credentialing with reports and other information as requested on all matters related to program requirements and activities.
- i. Participate in the Leadership Team Forum and provide current program updates to DISTRICT partners.
- j. Participate in the program accreditation process.
- k. Complete clear credential recommendations for candidates who have successfully completed the TCOE Teacher Induction Program.
- I. Provide overall fiscal responsibility for the administration of the program.
- m. Develop and maintain a budget that allocates amounts sufficient to meet the cost of implementing its program responsibilities.
- n. Expend income according to regularly established policies and procedures of the Tulare County Office of Education.
- o. Once a candidate is accepted and enrolled into the TCOE Teacher Induction Program, TCOE will offer the approved program, meeting the adopted standards, until the candidate:

- (1) Completes the program;
- (2) Withdraws from the program;
- (3) Is dropped from the program based on established Induction Program agreement (fails to communicate with the program, submit assignments or comply with a support plan); or
- (4) Is admitted to another approved program to complete the requirements, with minimal disruption, for the authorization.
- p. The program will document candidates who elect not to enroll in the Induction program, and notify districts/agencies directly.
- q. In the event the TCOE Teacher Induction program is discontinued, a teach out plan, which will include individual transition plans for each candidate, will be developed, in addition to a plan for how candidates and graduates will access their Induction records.

### FEE SCHEDULE

The contract total for services to be provided is \$3,000 per candidate/per year.

The (DISTRICT/Agency) will be billed for a maximum of \$12,000.00 (as stated in the Agency Agreement) in December for candidates who are enrolled in the program at the time. Refunds will not be given to DISTRICTs whose candidates do not complete the Tulare County Teacher Induction Program.

TCOE will invoice districts once the district Agency Agreement has been fully executed.

-30-

3

## **INDUCTION ELIGIBILITY\***

### Who is Eligible?

Teachers identified by their employing agencies that are partnered with the TCOE Induction Program or independent candidates and meet the following:

- PK-3 through 12 grade teaching assignment that includes access to instruct students on a regular basis in order to complete focused cycles of inquiry
- PK-3 through 12 grade teaching assignment in the subject area listed on the credential
- California preliminary teaching credentials eligible for Induction
- o Preliminary General Education or Education Specialist
- Preliminary Credentials with deferrals (candidates needing to complete TPA and/or RICA) or other renewal code listed
  on the CA credential issued from an out-of-state program

\*Teachers who have been recommended for their preliminary credential may enroll in Induction. Confirmation must be provided by the teacher preparation program regarding completion of requirements and recommendation.

### Who is Not Eligible?

- Day-to-day substitutes are not eligible for Induction per CTC policy because the assignment of working with different groups of students each day does not support Induction requirements and completing cycles of inquiry
- Employees teaching on a PIP, STSP, or Intern credential are not eligible for Induction
- Teachers in an assignment that does not match the subject area listed on their preliminary credential.
- Teaching assignment that is not within a PK-3 through 12 setting (i.e., adult education)
- Candidates not assigned to a mentor are not eligible to participate in the Induction program until an assignment has been made by the district.

Board Meeting Agenda Item Summary March 5, 2024

**AGENDA SECTION:** 

**CONSENT ITEM** 

**AGENDA ITEM:** 

9.3 BUDGET REVISION 003-24

**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 003-24 is for February 2024.

RECOMMENDATION:

The Superintendent recommends that the Board

APPROVE Budget Revision 003-24.

PROPOSED ACTION:

		Budget Revision	Report #003-24		
29 Monson-Sultana Jt. Union Elem. School I	District				2/26/202
Fiscal Year: 2024	DESCRIPTION OF PROPERTY OF THE	Control Numb	er: 22641182		11:31:09 A
	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations
Fund: 010 General Fund					
LCFF Sources	6,310,816.00	6,377,580.00	164.00	6,377,744.00	#1
Federal Revenues	1,721,288.00	2,079,207.00		2,079,207.00	
Other State Revenues	1,280,291.00	1,516,854.00	4,904.00	1,521,758.00	#1
Other Local Revenues	40,014.00	97,210.00	51,816.00	149,026.00	#1
Revenues	9,352,409.00	10,070,851.00	56,884.00	10,127,735.00	
Expenditures					
Certificated Salaries	2,570,694.00	2,527,898.00	(5,950.00)	2,521,948.00	#2
Classified Salaries	1,119,177.00	1,273,230.62	(26,118.00)	1,247,112.62	#2
Employee Benefits	2,020,795.00	2,020,126.30	(12,792.00)	2,007,334.30	#2
Books and Supplies	626,401.00	918,137.44	-	918,137.44	
Services, Other Operating Expenses	1,805,722.00	2,054,994.64	1,500.00	2,056,494.64	#3
Capital Outlay	2,396,390.00	3,335,414.00	80,000.00	3,415,414.00	#3
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	12,179,581.00	36,640.00	12,216,221.00	
Other Financing Sources/Uses					
Fransfer In	-	_	-	-	
Fransfer Out	-	-	-	_	
Contributions	(299,017.00)	(320,609.00)	(32,100.00)	(352,709.00)	#4
Fund: 080 Student Activit	y Special Revenue Fund		parant de didd		Species Schiller webschild halb aus hijden schlad
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	
ervices, Other Operating Expenses	1,500.00	1,500.00	-	1,500.00	
Total Expenditures	4,000.00	4,000.00		4,000.00	
und: 130 Cafeteria Speci		31, 50 x x y x x 1			As Come and a second of the first of the first
		440.000.00			
ederal 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	
xpenditures	562,000.00	567,500.00		567,500.00	
lassified Salaries	152,669.00	159,464.00	-	150 464 00	
ingloyee Benefits				159,464.00	
	80,958.00	81,076.00		81,076.00	
ooks and Supplies	232,021.00	232,021.00	•	232,021.00	
ervices, Other Operating Expenses	35,679.00	40,148.00	*	40,148.00	
apital Outlay	110,000.00	160,000.00	-	160,000.00	
		11001 //		14 974 00	

		Budget Revision	Report #003-24		
Monson-Sultana Jt. Union Elem. School Disscal Year: 2024	strict	Control Number	er: 22641182		2/26/202 11:31:09 AN
	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	<u>Explanations</u>
und: 251 Developer Fees	Fund		kykriteriský a kažapa á L		
ther Local Revenues	-	534.00	37.00	571.00	#5
levenues	-	534.00	37.00	571.00	
expenditures					
services, Other Operating Expenses		500.00	-	500.00	
Capital Outlay	-	-	-	-	
Total Expenditures	-	500.00	-	500.00	
	acilities Fund - New C	Construction			
		ousti uction			Coloresta deserva a destiblica est proceso est
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 F	acilities Fund - Moder	nization			
Other State Revenues	-	-	45.00	45.00	#5
Other Local Revenues		_	-		
			45.00	45.00	
Revenues	•		45.00	43.00	
Expenditures					
Capital Outlay	-	_	-	19,900.00	
Total Expenditures	-	-	-	•	
#1 - LCFF Sources increase due to LCFF		n by TCOE; State Re	venues increase d	ue to Lottery projecte	d annual ADA for 2023/34; Local
Revenues increase due to YTD Int #2 - Certificated & classified salaries w		d benefits decrease	d due to projection	s for both substitute	& auxiliary costs for remainder of year
#3 - Services, other operating expenses	s increased slightly Title	IV for district mate	h with USDA gran	ts for technology proj	ect; Capital outlay increased due to
	sic Discretionary Block	Grant Plan approved	at last Board Mee	ting; USDA Match for	equipment of tower lights, mower, and
forklift equipment with RRM #4 - Contributions increase due to RRM	district match for USD	A projects			
#5 - Local Revenues increased due to T					

Board Meeting Agenda Item Summary March 5, 2024

**AGENDA SECTION:** 

**CONSENT** 

**AGENDA ITEM:** 

9.4 CASH FLOW REPORT FOR MONTH OF FEBRUARY 2024

**ATTACHMENTS:** 

**FEBRUARY 2024 CASH FLOW REPORT** 

DISCUSSION:

At the start of each month, the District Office reviews the District's cash position to ensure adequate cash reserves are on hand to pay for district ongoing operations. The February cash flow report is positive and submitted for review.

**RECOMMENDATION:** 

The Superintendent recommends that the Board

APPROVE the February Cash Flow Report.

PROPOSED ACTION:

low Projectio: Comments: 2023/20 District:

2100100
Fund:
Fiscal Year:
Year Actuals Thru:
(Thru Fiscal Month)
Budget As Of:
Calendar Month
Category   Fieral Month

(Thru Fiscal Month) Budget As Of:												
Calendar Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Category \ Fiscal Month	1	2	3	4	5	6	7	8	9	10	11	12
ash	7,514,895.62	7,130,651.91	6,692,419.00	6,796,539.57	6,592,957.58	6,100,864.31	6,175,967.78	5,716,728.81	5,729,836.79	5,997,544.94	5,719,951.82	5,292,892.69
portionment	242,412.20	242,412.20	436,341.96	436,341.96	436,341.96	436,341.96	436,341.96	414,925.36	414,925.36	414,925.36	414,925.36	414,464.33
Aid rotection Account	0.00 0.00	0.00 0.00	0.00 334,480.00	(116.00) 0.00	0.00 0.00	0.00 334,479.00	0.00 0.00	0.00 0.00	0.20 325,007.25	0.20 0.00	0.20	0.20
Totection Account	0.00	4,051.45	0.00	0.00	0.00	162,448.40	46,158,31	0.00	(13,120.50)	95,615.24	0.00 19,218.87	306,062.75 22,182.23
us Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
renue	32,479.04	25,189.00	16,199.72	5,265.94	48,107.00	0.00	228,665,58	3,542.76	132,163.49	43,385.06	0.00	1,791,497.59
Revenue	40,772.00	40,772.00	73,389.60	113,247.64	91,167.10	97,894.84	70,402.14	116,381.91	260,586.92	138,412.15	118,391.65	294,268.42
Revenue	1,688.77	246,625.02	49,443.41	12,292.59	13,711.21	61,064.27	(64,734.86)	448,880.37	140,085.06	21,614.82	35,208.05	(861,244.54)
ransferin	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ancingSources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CEIPTS	317,352.01	559,049.67	909,854.69	567,032.13	589,327.27	1,092,228.47	716,833.13	983,730.40	1,259,647.78	713,952.83	587,744.13	1,967,230.98
MENTS												
dSalaries :	56,795.83	228,964.23	222,703.27	225,811.33	231,920.07	238,661.33	228,480.81	217,722.23	217,722.23	217,722.23	217,722.23	217,722.21
Salaries	64,826.74	92,664.40	87,347.78	87,354.72	89,833.78	131,859.55	98,390.20	118,967.08	118,967.08	118,967.08	118,967.08	118,967.13
3enefits	36,723.15	180,233.79	136,066.18	139,568.07	230,118.39	159,199.99	144,836.89	196,117.58	196,117.58	196,117.58	196,117.58	196,117.52
Supplies	43,985.40	34,284.99	154,659.92	19,895.93	23,996.96	17,439.76	10,202.30 126,801.54	122,734.44 221,393.77	122,734.44	122,734.44	122,734.44	122,734.42
	130,988.13 143,006.76	233,260.83 51,400.56	211,264.08 29,525.64	49,145.20 281,550,19	115,400.70 514,879.75	82,665.32 423,644.95	605,945.07	221,393.77	221,393.77 162,528.58	221,393.77 159,096.07	221,393.77 159,096.07	221,393.76 361,305.71
>	2,896.30	3,433.98	4,071.92	5,751.02	1,303.71	4,953.55	5,018.03	2,845.21	4,168.72	5,327.32	5,327.32	6,152,92
∫7 ₃fersOut	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
nancingUses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SBURSMENTS	479,222.31	824,242.78	845,638.79	809,076.46	1,207,453.36	1,058,424.45	1,219,674.84	1,091,895.17	1,043,632.40	1,041,358.49	1,041,358.49	1,244,393.67
E SHEET TRANSACTIONS												
in Treasury	0.00	(248,129.24)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	248,129.24
Receivable	(60.87)	0.00	53.51	0.00	0.00	99.36	0.00	0.00	0.00	0.00	1,004.96	(2,758.20)
Receivable Clearing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1 Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenditures	9,691.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(6,884.57)
rrent Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AL ASSETS	9,630.30	(248,129.24)	53.51	0.00	0.00	99.36	0.00	0.00	0.00	0.00	1,004.96	238,486.47
; i Payable	232,003.71	(75,089.44)	(39,851.16)	(38,462.34)	(126,032.82)	(41,200.09)	(43,602.74)	(121,272.75)	(51,692.77)	(49,812.54)	(25,550.27)	345,862.76
s Payable Clearing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(43.33)
& Other Loans	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
I Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FAL LIABILITIES	232,003.71	(75,089.44)	(39,851.16)	(38,462.34)	(126,032.82)	(41,200.09)	(43,602.74)	(121,272.75)	(51,692.77)	(49,812.54)	(25,550.27)	345,819.43
rating					0.55	0.55	0.00	0.00	0.00	0.00	0.00	0.00
se Clearing ngBalanceAdjustment	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
BALANCE SHEET TRANSACT	(222,373.41)	(173,039.80)	39,904.67	38,462.34	126,032.82	41,299.45	43,602.74	121,272.75	51,692.77	49,812.54	26,555.23	(107,332.96)
CREASE / DECREASE 3 CASH	(384,243.71) 7,130,651.91	(438,232.91) 6,692,419.00	104,120.57 6,796,539.57	(203,581.99) 6,592,957.58	(492,093.27) 6,100,864.31	75,103.47 6,175,967.78	(459,238.97) 5,716,728.81	13,107.98 5,729,836.79	267,708.15 5,997,544.94	(277,593.12) 5,719,951.82	(427,059.13) 5,292,892.69	615,504.35 5,908,397.04

3 CASH PLUS ACCRUALS/ADJS

Board Meeting Agenda Item Summary March 5, 2024

AGENDA SECTION: <u>ADMINISTRATIVE/ORGANIZATIONAL ISSUES</u>

AGENDA ITEM: 9.5 APPROVE 2023-24 SECOND INTERIM BUDGET REPORT

ATTACHMENTS: SECOND INTERIM REPORT

#### DISCUSSION:

The Second Interim Report is a report verifying that the Monson-Sultana Joint Union Elementary School District is maintaining a positive cash flow and adhering to all of the rules and regulations set by the California Department of Education. This report projects the District's financial position for the remainder of this year and the subsequent two years. This a preliminary copy and may have minor changes after review with the Tulare County Office of Education (TCOE). Monson-Sultana Joint Union Elementary School District will have a positive certification.

**RECOMMENDATION:** 

The Superintendent recommends that the Board approve

the 2023-24 Second Interim Budget Report.

PROPOSED ACTION:

### 2023-2024 Second Interim - General Fund Summary

Description	E	irst Interim	Pro	ected Budget	1	<u>Change</u>	
Revenues:							
Revenue Limit	\$	6,377,580	\$	6,377,744	\$	164	
ederal Revenues	\$	2,079,207	\$	2,079,207	\$	-	
Other State Revenues	\$	1,510,433	\$	1,515,337	\$	4,904	
Other Local Revenues	\$	45,739	\$	149,026	\$	103,287	
'otal Revenues	\$	10,012,959	\$	10,121,314	\$	108,355	
xpenditures:							
		A Park			A CONTRACTOR OF THE CONTRACTOR		
Partificated Salaries	\$	2,505,231	\$	2,521,948	\$	16,717	
Classified Salaries	\$	1,180,142	\$	1,247,113	\$	66,971	
implayees Panafits		1 070 405	6	2 007 224		27 020	
Employees Benefits  Books & Supplies	\$	1,979,495 930,218	\$	2,007,334 918,137	\$	27,839 (12,081)	
Services & Other Operating	\$	2,028,343	\$	2,056,495	\$	28,152	
Capital Outlay	\$	2,569,351	\$	3,415,414	\$	846,063	
Other Outgo	\$	66,174	\$		\$	040,003	
Direct Support/Indirect Costs	\$	(14,428)	\$	66,174 (14,924)	\$	(496)	
Fotal Expenditures	\$	11,244,526	\$	12,217,691	\$	973,165	
Excess(Deficiency) of	Ψ	1,474,020	-	12,211,031	₽	ar3,100	
Revenue over Expense:	\$	(1,231,567)	\$	(2,096,377)	   \$	(864,810)	
Other Financing Sources/Uses:	ψ <i>ν</i> ν.	(1,201,001)	arijas <b>i</b> A. A.	(2,000,011)	Ψ.	(004,010)	
nterfund Transfers Out	-		-		-		
	\$	-	\$	-	\$	-	
Total Other Financing	\$	-	\$		\$		
let Increase (Decrease) to fund Balance	\$	(1,231,567)	\$	(2,096,377)	\$	(864,810)	
Beginning Fund Balance	\$	6,913,792	\$	6,913,792	-		
2023-2024 Projected					+		
Ending Fund Balance	\$	5,682,225	\$	4,817,415		8,000	Revolving Account
							Restricted Fund Balance
						25,000	Bus Repair
Enrollment		432	.,			25,000	Litigation
P-2 Funded ADA		428.89				100,000	Drinking Well
P-2 Estimated Actual ADA		419.22					GASB 45 Trust Annual Contribution
Unduplicated Count %		87.09%		-		50,913	Retiree H&W
LCFF COLA %		8.22%	1		1		Unrestricted Transportation/Lottery
	1		-		1		Addition RR/Concession
	1			14.98%	\$	1,829,983	2022-23 Projected Ending Fund Balance
2024-2025 Projected							
Ending Fund Balance			\$	4,337,766			Revolving Account
						1,975,686	Restricted Fund Balance
Enrollment		433					GASB 45 Trust Annual Contribution
P-2 Funded ADA		421.55				84,855	Retiree H&W
P-2 Estimated Actual ADA		417.85				356,355	Unrestricted Transportation/Lottery
Unduplicated Count %		86.45%					
LCFF COLA %		0.76%					
	-		-	04 7007	_	4 004 075	2002 24 Projected Ending Front Balance
2025-2026 Projected	1		-	21.72%	\$	1,834,275	2023-24 Projected Ending Fund Balance
Ending Fund Balance			\$	4,012,544	-	8 000	Revolving Account
arraing i dire sedemo	ļ		+	7,012,077	+		Restricted Fund Balance
Enrollment	1	415	-		-		GASB 45 Trust Annual Contribution
P-2 Funded ADA		420.18	-		+		Retiree H&W
P-2 Estimated Actual ADA		400.49	-		-		Unrestricted Transportation/Lottery
Unduplicated Count %		85.80%	-		-	JL1,335	omesured transportationscottery
LCFF COLA %		2.73%	-		+		
2011 002170	-		-				
	+			17.56%	\$	4 404 504	2024-25 Projected Ending Fund Balance

### 2023-2024 Second Interim - General Fund Summary

<u>Description</u>	Projected Budget	
Revenues:		
Revenue Limit	\$ 6,377,744	
Federal Revenues	\$ 2,079,207	
Other State Revenues	\$ 1,515,337	
Other Local Revenues	\$ 149,026	
Total Revenues	\$ 10,121,314	
Expenditures:		
Certificated Salaries	\$ 2,521,948	
Classified Salaries	\$ 1,247,113	
Employees Benefits	\$ 2,007,334	
Books and Supplies	\$ 918,137	
Services and Other	\$ 2,056,495	
Capital Outlay	\$ 3,415,414	
Other Outgo	\$ 66,174	
Direct Support/Indirect Costs	\$ (14,924)	
Total Expenditures	\$ 12,217,691	
	\$ (2,096,377)	
Other Financing Sources/Uses:		
Interfund Transfers Out	\$ -	
Total Other Financing	\$ -	
Net Increase (Decrease) to Fund Balance	\$ (2,096,377)	4
Components of Ending Fund Balance		1
Beginning Fund Balance	\$ 6,913,792	
	Ψ 0,310,102	
2023-2024 Projected	4 047 445	
Ending Fund Balance	\$ 4,817,415	
Ending Fund Balance Consists of the following:		
Fund Balance Reserves (Revolving Fund)		* Excluded from available reserve calculation
Designated for Economic Uncertainties	Addition to the state of the control of the state of the	
Fund Balance Designation (Bus Repair) Fund Balance Designation (Litigation)	\$ 25,000 \$ 25,000	* Excluded from available reserve calculation
Fund Balance Designation (Enigation)  Fund Balance Designation (Well)	\$ 100,000	* Excluded from available reserve calculation  * Excluded from available reserve calculation
Fund Balance Designation (GASB 45 Trust Contribution)	\$ 78,595	* Excluded from available reserve calculation
Fund Balance Designation (CASD 45 Trust Contribution)	\$ 50,913	
und Balance Designation (Unrestricted Transportation/Lottery)	\$ 356,379	* Excluded from available reserve calculation
Fund Balance Designation (Addition RR/Concession)		* Excluded from available reserve calculation
Undesignated/Unappropriated Balance (Unrestricted)	\$ 1,529,983	* Excluded from available reserve calculation
Undesignated/Unappropriated Balance (Restricted)	\$ 1,897,360	
Ondesignate a on appropriate a barance (Nestricted)	\$ 4,817,415	
	Ψ +,017,410	33.4376
Available Reserves		
Designated for Economic Uncertainties		
Undesignated/Unappropriated Balance (Unrestricted)		
Total Available Reserve	\$ 1,829,983	
Total Available Reserve	1,020,000	
Per State Software - Total Available Reserves by %	\$ 1,829,983	14.98%
Per State Software - Total Available Reserves by %	\$ 1,829,983	4.00%
Per State Software - Total Available Reserves by %  District's - Reserve Standard Level is 4%	\$ 1,829,983 \$ 498,133	4.00%
Per State Software - Total Available Reserves by %  District's - Reserve Standard Level is 4%  1% Reserve Level  2024-2025 Projected	\$ 1,829,983 \$ 498,133 \$ 122,177	4.00%
Per State Software - Total Available Reserves by %  District's - Reserve Standard Level is 4%  1% Reserve Level	\$ 1,829,983 \$ 498,133	4.00% 1.00%
Per State Software - Total Available Reserves by %  District's - Reserve Standard Level is 4%  1% Reserve Level  2024-2025 Projected Ending Fund Balance	\$ 1,829,983 \$ 498,133 \$ 122,177 \$ 1,834,275	4.00% 1.00%
Per State Software - Total Available Reserves by %  District's - Reserve Standard Level is 4%  1% Reserve Level  2024-2025 Projected Ending Fund Balance  2025-2026 Projected	\$ 1,829,983 \$ 498,133 \$ 122,177 \$ 1,834,275 21.72%	4.00%
Per State Software - Total Available Reserves by %  District's - Reserve Standard Level is 4%  1% Reserve Level  2024-2025 Projected Ending Fund Balance	\$ 1,829,983 \$ 498,133 \$ 122,177 \$ 1,834,275	4.00%

## Criteria and Standards Review

		Met	Not Met	Poulson
verage Daily tendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	Met	X	Explanations  2nd SY: District has projected an increased in Funded ADA due to an increase in enrollment projects based off 2023-24, in which our P-2 is estimated at 97% ADA. Therefore, Year 1 & 2 are projected enrollment at 96.5% ADA, in which the 3 year rolling average reflects an increase Funded ADA for Year 1 & 2.
ırollment	Projected enrollment for any of the current to two subsequent fiscal years has not changed by more than two percent since first interim.		x	1st & 2nd SY: District is projecting an increase due to current enrollment at 449, compared to CBEDS of 432, an increase of 3.9% (students within our boundaries); Therefore, revised projected enrollment increased in Year 1 & 2, with incoming TK classes an average of 13 to 15, like prior years, compared at First Interim.
DA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.		х	BY: District's projected estimated P-2 ADA to enrollment exceeds due to district's P-1 ADA currently at 97%. District current enrollment has increased by 3.9% since CBEDS count; 1st & 2nd SY: District's projected estimated P-2 ADA to enrollment exceeds compared to First Interim, due to increase enrollmen in 2023-2024 year, due to students enrolling due to living in boundaries. District projects Year 1 & 2 of incoming TK class average about 13 to 15. Overall, the SARB process is assisting with district's attendance, due to implementation in 2022-23, therefore P-2 ADA estimated at 96.5%.
CFF/Revenue Limit	Projected revenue limit for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		х	1st SY: District's LCFF Revenue decreased due to COLA projected at First Interim at 3.94% and decreased to 0.76% at Second Interim. Assumptions were used from the Governor's January Proposal 2024.
ilaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X	BY, 1st, & 2nd SY; District reflects that salaries & benefits within unrestricted to fall below ratio of general funds expenditures; District is still in current negotiations with MSAT for H&W increase of \$296.10/FTE, and current district offer proposal of 10% salary increase for 2023-2024; District is currently in IMPASSE; In addition, District has capital expenditures due to Gym funded with LCAP within current budget and Year 1 & 2; District Match for all pending USDA projects; In addition, District has supplemental hours for learning loss intervention for both certificated & classified auxiliary hours, therefore using ESSER II/III and ELOP grants to fund additional hours, in which funds set to expire September 2024.
ther Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.	x		
ther Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.	х	-	
ngoing and Major aintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	x		
eficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		х	CY, 1st & 2nd SY: District deficit spending attributes mainly to allocation of 2022-2023 LCAP Fund Balance of Gym Project, in which stakeholders requested this project to be funded with; SY will also reflect Gym project to be funded with LCAP and be repaid to General Fund.

ing Baiance	Projected general fund balance will be positive at the end of the current fiscal year.	X	
ish Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	х	
serves	Available reserves (e.g., designated for economic uncertainties undesignated amounts) meet minimum requirements for the current and two subsequent fiscal years.	x	

# 2023-2024 Second Interim Supplemental Information

		No	Yes	Explanations for "Yes"
Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?		x	District has current litigation, which are currently working with an Attorney's Office, Tulare County Counsel, & TCOE. District continues to be proactive by setting aside an allocation for litigation costs.
Ising One-time evenues to Fund Ingoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that changed since first interim by more than five percent?	х		
emporary Interfund orrowings	Are there projected temporary borrowings between funds?	x		
ontingent Revenues	Are any projected revenues for any of the current or subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel tax, forest reserves)?	x		
ontributions	Have contributions from unrestricted to restricted resources, or transfers to or from general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or subsequent fiscal years?		X	CY, 1st & 2nd SY: Contributions increase due to adjusting for requirement of 3% within RRM contributions; RRM and Special Friends increased due to salaries and benefits due to 10% salary schedule increase with mandated benefits, H&W increased by \$296.10/FTE, and CPI assumptions for 24/25 at 2.83% and 25/26 at 2.70%
ong-term Commitments	Does the district have long-term (multi-year) commitments or debt agreements?	x		
	■ If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2009-10) annual payment? ■ If yes, will funding sources used to pay long-term commitments decrease	n/a		
	or expire prior to the end of the commitment period, or are they onetime sources?	n/a		
ostemployment enefits Other than ensions	Does the district provide postemployment benefits other than pensions (OPEB)?  If yes, have there been changes since first interim in OPEB liabilities?	x	X	Districts now have to set up Other Postemployment Benefits (OPEB), which results District's must set up liability to cover costs. Changes have been made to contribute towards the 20-year contribution plan, to reduce our liability.
ther Self-insurance enefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?  If yes, have there been changes since first interim in self-insurance	X		
tatus of Labor greements	liabilities?  As of second interim projections, are salary and benefit negotiations still unsettled for:  ■ Certificated? (Section S8A, Line 1b)	n/a	X	

1	■ Classifica: (Section Sob, Line 10)		
	■ Management/supervisor/confidential? (Section S8C, Line 1b)	X	
bor Agreement Budget	For negotiations settled since first interim, per Government Code Section		
visions	3547.5(c), are budget revisions still needed to meet the costs of the collective		
	bargaining agreement(s) for:		ĺ
	■ Certificated? (Section S8A, Line 3)	n/a	
	■ Classified? (Section S8B, Line 3)	n/a	
to a COth on French			
itus of Other Funds	Are any funds other than the general fund projected to have a negative fund		
	balance at the end of the current fiscal year?	X	l

## 2023-2024 Second Interim Additional Fiscal Indicators

		No	Yes	Explanations for "Yes"
gative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	x		
dependent Position ontrol	Is personnel position control independent from the payroll system?		X	Files are prepared for each personnel (credentials), payroll (position control worksheet (PCW) and contracts, and budget (categorical binder).
clining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X	District's enrollment increased by 3 students for 2023-24 (CBEDS) and enrollment continues to increase currently at 449; 2024-25 enrollment projected 433 with current 2023-24 enrollment; 2025-26 enrollment projected to decline by 18 students to 415.
ew Charter Schools cting District llment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X		
ilary Increases ceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected sate funded cost-of-living adjustment?	x		
ncapped Health enefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	х		
dependent Financial		<u> </u>		
ystem	Is the district's financial system independent from the county office system?	X		
iscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X		
hange of CBO or uperintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	x		

# MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT Board Meeting Agenda Item Summary March 5, 2024

AGENDA SECTION:

**CONSENT ITEM** 

**AGENDA ITEM:** 

9.6 2024-2025 TRANSPORTATION PLAN

**ATTACHMENTS:** 

2024-2025 TRANSPORTATION PLAN

### **DISCUSSION:**

Additional supplemental transportation funds have been allocated to the district. A yearly plan has to be developed and board approved moving forward for the 2024-2025 school year.

RECOMMENDATION:

The Superintendent recommends that the Board APPROVE the 2024-2025 Transportation Plan.

**APPROVE** 

PROPOSED ACTION:

# Monson-Sultana Joint Union Elementary School District Transportation Plan 2024-25

### **Transportation Services:**

1. Enter description of transportation services offered to pupils, and how it will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any of grades 1 - 6 inclusive and pupils who are low income. Plan may provide for the LEA to partner with municipally owned transit system to provide services to middle and high school students. An LEA may provide no-cost transit passes to students.

The Superintendent or designee shall design transportation routes and stops within district boundaries that promote student safety, maximum efficiency in the use of buses, and decrease traffic in and around the schools. With the Governoring Board's authorization, transportation services may be provided or arranged by the district for:

Students traveling to and from school during the regular school day (Education Code 39800)

Field trips and excursions (Education Code 35330)

School activities, expositions or fairs, or other activities determined to be for the benefit of students (Education Code 39860) Matriculated or enrolled adults traveling to and from school, or adults for educational purposes other than to and from school (Education ode 39801.5)

2. Enter description of LEA's transportation services that would be accessible to pupils with disabilities, and homeless children and youth.

The Governoring Board desires to meet the transportaion needs of students with disabilities to enable them to benefit from special education and related services. The district shall provide appropriate transportation services for a student with disabilities when the district is the student's district of residence and the transportation services are required by his/her individualized education program (IEP) or Section 504 accommodation plan. The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, phycisal accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

The Superintendent or designee shall provide IEP teams with information about district transportation services in order to assist then in making decisions as to the mode, schedule, and location of transportation services that may be available to each student with disabilities. The IEP team may communicate with district transportation staff and/or invite transportation staff to attend IEP team meetings where the student's transportation needs will be discussed.

Transportation services specified in a student's IEP or Section plan shall be provided at no cost to the student or his/her parent/quardian.

3. Enter description of how unduplicated pupils would be to access available home-to-school transportation at no-cost to the pupils.

The Superintendent or designee shall provide transportation to homeless students in accordance with law, Board policy, and administrative regulation. When the student resides outside of district boundaries, the Superintendent or designee shall consult with the Superintendent of the district of residence to apportion the responsibility and costs of transportation (42 USC 11432).

The Superintendent or designee shall collaborate with the local child welfare agency to determine the provision, arrangement, and funding of transportation to enable foster youth to attend their school of orgin when it is in the student's best interest to do so (20 USC 6312).

### Consultations:

Enter description of the <u>required</u> plan consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents, pupils and other stakeholders.

Annually at PTO, SSC and School Board meetings each program is evaulated in detail along with program effectiveness and improvements. Throughtout the year program activities are discussed and suggestions made.

### **Revenue Calculation**

Estimated 2023-24 Transportation Expenses (Function 3600)	694,846.00
Less Estimated Capital Outlay (object 6XXX, Function 3600)	467,075.00
Less Estimated Nonagency Expenditures (Goal 7110,7150, Function 3600)	
Estimated 60% Reimbursement	136,662.60
Less Estimated 2024-25 Transportation add-on (from LCFF Calculator)	92,614.00
Total Revenue (Object 8590, Resource 0000)	44,048.60
Expenditures and Other Financing Uses (Estimates)	
2000-2999 - Classified Salaries	•
3000-3999 - Employee Benefits	-
4000-4999 - Books and Supplies	4,048.60
5000-5999 - Services and other Operating Expenditures	20,000.00
6000-6999 - Capital Outlay	20,000.00
7000-7999 - Other Outgo	-
Total Expenditures	44,048.60

**Board Approval Date:** 

March x, 2024 (must be on or before April 1, 2024)

The Transportation plan and revenue calculations were developed in accordance with Education Code Sections 39800.1 and 41850.1.

Board Meeting Agenda Item Summary March 5, 2024

**AGENDA SECTION:** 

**CONSENT** 

**AGENDA ITEM:** 

9.7 INTERDISTRICT REQUESTS

**ATTACHMENTS:** 

**INTERDISTRICT REQUESTS** 

**DISCUSSION:** 

9.7.1

Mendez (6th Grade) New from Kings Canyon

**RECOMMENDATION:** 

The Superintendent recommends that the Board approve the interdistrict requests as presented.

PROPOSED ACTION:

# INTERDISTRICT ATTENDANCE AGREEMENT REQUESTS MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT March 5, 2024

genda Item #	Name	Grade	From	То	Year	Reason	Recommendation
9.7.1	Mendez, Olivia	6	Kings Canyon Unified	Monson-Sultana School	2023-2024	New	Approval

Board Meeting Agenda Item Summary March 5, 2024

AGENDA SECTION:

**CONSENT** 

**AGENDA ITEM:** 

10.0 AUTHORIZATION OF VENDOR PAYMENTS REPORTS

DATED FEBRUARY 2, 2024 THROUGH FEBRUARY 23, 2024

ATTACHMENTS:

**ACCOUNTS PAYABLE FINAL REPORTS** 

**DISCUSSION:** 

The attached Accounts Payable Final Reports dated January 29, 2024 through February 23, 2024 are for expenditures after January 29, 2024 and before February 23, 2024.

**RECOMMENDATION:** 

The Superintendent recommends that the Board

APPROVE the Accounts Payable Final Reports.

PROPOSED ACTION:

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		Monson-Sultana Jt. Union Elem. School District	29

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010-81500-0-00000-81101-56000-0-0000
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130-53100-0-00000-37000-56000-0-0000
010-07230-0-00000-36000-36000-0-0000
010-81500-0-00000-81101-56000-0-0000
130-53100-0-00000-37000-47000-0-0000
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\$115.00		001301		VALLEY IND. & FAM. MED GROUP	416
DOT - Lopez	0 62245161 O 010-07230-0-00000-36000-58000-0-0000	240810 02/00/2024 507167	Va		
\$1,045,19	0 0224 /081 0 010-00000-0-00000-71100-0000	240851 02/23/2024 VALUEZ	00 PV 24085	U.S. BANCORP SERVICE CENTER	
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Field Trip Deposit - 2nd Grade	o	B CORCOR	PV	U.S. BANCORP SERVICE CENTER	
FIID	0	1-	<u> </u>	U.S. BANCORP SERVICE CENTER	
Pana's - Waste Disposal	0	B CORCOR	00 PV 240858	U.S. BANCORP SERVICE CENTER	
Cincs - Play Equipment	62245160 O		00 PV 240830	U.S. BANCORP SERVICE CENTER	
Codes - Meel Governor Workshop	0		00 PV 240830	U.S. BANCORP SERVICE CENTER	
Mail package - Postage	0	CORTEZ	00 PV 240830	U.S. BANCORP SERVICE CENTER	903
\$7,399.04	Total Payment Amount:				
Lozano Smith Consortium - 2nd nair	0 62242741 O 010-00000-0-00000-72000-58000-0-0000	241490	PV	TULARE COUNTY OFFICE OF EDUCAT	
Nursing Services - Qtr 2	0 62242741 O 010-00000-0-00000-31400-58000-0-0000	241603	PV	TULARE COUNTY OFFICE OF EDUCAT	
Registration - District Leadership Vaca	0 62242741 O 010-00000-0-00000-71500-52000-0-0000	240799 02/02/2024 241559	00 PV 240799	TULARE COUNTY OFFICE OF EDUCAT	611
\$390	Total Payment Amount:				
Semi-Annual Inspection	0 62247680 O 130-53100-0-00000-37000-58000-0-0000	240844 02/23/2024 IN0212480	00 PV 240844	THE ARE COUNTY ENVIRONMENTAL HE	653
\$920.00				1-MOBILE	
Hot Spots 1/2024	62247679 O	969604954	+	I-MOBILE	1294
Hot Spots 2/2024	62247679 O 010-41270-0-111	240849 02/23/2024 969604954 0	PV		
\$228,877.09			  -	ILS CHOICE DEC	1332
Gym - App #14 \$228,87	62245159 R 010-07200-0-00000-85000-62000-0-0303	02/09/2024 14 0	06 PV 740837		
			00 PV 240055	THE HOME DEPOT PRO	1249
Custodial Supplies	62247678 O 010-00000-0-00000-81000-43000-0-0000	0 08707397 10070			
\$15,676.65		240778 02/02/2024   364312623	00 PV 240//8	SYSCO FOODSERVICES	
	0 62242740 R 130-33100-33000-33001-2-0306	38489/124	PV	SYSCO FOODSERVICES	
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	62242740 R	384912882	00 PV 240779	SYSCO FOODSERVICES	
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tal of the same of	0 62242740 R 130-53100-0-00000-37000-47000-0-0000	240780 02/02/2024   384912821   0	00 PV 240780	SYSCO FOODSERVICES	624
\$439.14	Total Payment Amount:				$\parallel$
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Board Meeting Agenda Item Summary March 5, 2024

AGENDA SECTION:	PERSONNEL

AGENDA ITEM: 11.1 CERTIFICATED RE-ELECTIONS

ATTACHMENTS: <u>2024-2025 CERTIFICATED RE-ELECTION LIST</u>

### **DISCUSSION:**

The attached Re-election List contains the names of all certificated personnel who are being recommended for re-election for the 2024-2025 school year.

RECOMMENDATION: The Superintendent recommends that the Board approve

the Certificated Re-election list for the 2024-2025 school

year.

PROPOSED ACTION: APPROVE

# Monson-Sultana Joint Union Elementary School

# **Certificated Re-election List**

## 2024-2025

Employee Name	Assignment/Grade Level
1. Audrie Adlard	TBD
2. Carmen Arellano	TBD
3. Edward Bedoya	TBD
4. Denise Bese	Librarian
5. Stephanie Caldera	TBD
6. Mosera Cristobal	TBD
7. Wendy Cuevas	TBD
8. Caryn Garcia	TBD
9. Florencia Gonzalez	TBD
10. Priscilla Gonzalez	TBD
11. Michelle Larralde	TBD
12. Jennifer Melban	TBD
13. Kaylie Mendoza	TBD
14. Melissa Mendoza	TBD
15. Stephen Miller	TBD
16. Erica Miramontes	TBD
17. Mayra Ortega	TBD
18. Mary Pauls	Music
19. Joseph Rico	TBD
20. Braulio Rodriguez	P. E.
21. Dulce Villanueva	TBD
22. Kristyn Wagenleitner	TBD

TBD (To Be Determined)

Board Meeting Agenda Item Summary March 5, 2024

AGENDA SECTION: PERSONNEL

AGENDA ITEM: 11.2 PERSONNEL ORDER

ATTACHMENTS: NONE

DISCUSSION:

11.2.1 Zavala, Olga Olga Zavala has submitted a letter indicating her intention

to resign effective May 24, 2024.

11.2.2 Martinez, Joel Joel Martinez applied, was interviewed, and is being

recommended for a 5.5 hour Technology Assistant

position.

RECOMMENDATION: The Superintendent recommends that the Board

approve the personnel order as presented.

PROPOSED ACTION: APPROVE