

**BEFORE THE GOVERNING BOARD OF THE  
BUENA VISTA ELEMENTARY SCHOOL DISTRICT  
TULARE COUNTY, CALIFORNIA**

In the Matter of Determining that Pupils Have  
Sufficient Textbooks or Instructional  
Materials for the 2022-2023 School Year

RESOLUTION NO. 23-05

**RECITALS:**

1. Education Code section 60119 establishes requirements that this Board must meet in order for the District to be eligible to receive funds for instructional materials from any state source.
2. The Governing Board of the Buena Vista Elementary School District in order to comply with the requirements of Education Code 60119, held a public hearing on September 7, 2022 at 7:00 p.m., which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;
3. The Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;
4. The Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;
5. Information provided at the public hearing detailed the extent to which sufficient textbooks or other instructional materials were provided to all students, including English learners, in the Buena Vista Elementary School District, and;
6. The definition of "sufficient textbooks or instructional materials" means that each student, including each English learners, has a standards-aligned textbook or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;
7. Textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards and/or Common Core State Standards adopted by the State Board of Education;

### Findings of Sufficient Textbooks or Instructional Materials

1. Sufficient standards-aligned textbooks or other instructional materials, that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learner, in the following subjects:
  - Mathematics: Kindergarten through 8<sup>th</sup> – Houghton Mifflin, Go Math 2015
  - Science: Kindergarten through 8<sup>th</sup> – Macmillian/McGraw-Hill , California Science 2006  
Kindergarten through 8<sup>th</sup> – Studies Weekly Science 2020
  - History-social science: Kindergarten through 5<sup>th</sup> – Scott Foresman, California Social Studies 2005  
6<sup>th</sup> through 8<sup>th</sup> – Glencoe, Discovering Our Past 2005  
2<sup>nd</sup> through 8<sup>th</sup> – Studies Weekly Social Studies 2020
  - English language arts, including the English language development component of an adopted program: Kindergarten through 5<sup>th</sup> – McGraw-Hill, Wonders  
Kindergarten through 8<sup>th</sup> – Scholastic Guided Reading

THEREFORE, IT IS RESOLVED that for the 2022-2023 school year, the Buena Vista Elementary School District has provided each student with sufficient standards-aligned textbooks or other instructional materials that are consistent with the cycles and content of the curriculum frameworks.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, at a regular meeting held on September 7, 2022 by the following vote:

*List Board Members Names Below:*

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	

I, Joe Souza, secretary of the governing board of the Buena Vista Elementary School District, do hereby certify that the foregoing Resolution was duly passed and adopted by said Board, at an official and public meeting thereof, this 7<sup>th</sup> day of September, 2022

Date:

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Secretary, Board of Trustees

Distribute as follows:

Copy to: Shelly DiCenzo, Business Services  
Tulare County Office of Education  
shellyd@tcoe.org

Copy to: District File for Annual Audit

**BEFORE THE BOARD OF TRUSTEES  
OF THE BUENA VISTA ELEMENTARY SCHOOL DISTRICT  
TULARE COUNTY, CALIFORNIA**

In the Matter of Establishing an Estimated  
Appropriations Limit for the 2022-2023 Fiscal  
Year and an Actual Appropriations Limit for  
the 2021-2022 Fiscal Year

RESOLUTION NO. 23-06

**RECITALS**

1. In November of 1979, the California electorate adopted Proposition 4, commonly called the "Gann Initiative," which added Article XIII B to the California Constitution.
2. The provisions of that Article establish maximum appropriation limits, commonly called "Gann Limits," for public agencies, including school districts.
3. Section 7900 et seq. of the Government Code require this board to establish annually, by resolution at a regular or special meeting, the appropriations limit for the District.
4. Education Code section 42132 requires that the governing board of each school district annually adopt such resolution by September 15<sup>th</sup>.
5. Government Code section 7902.1(a) states that if the proceeds of taxes of the school district exceeds its appropriations limit, this board shall increase the District's appropriations limit to an amount equal to its proceeds of taxes.
6. Governing Code section 7902.1(b) states that if the appropriations limit of the school district exceeds its proceeds of taxes, this board shall decrease the District's appropriations limit to an amount equal to its proceeds of taxes.
7. Education Code section 42132 requires that all documentation used in the identification of the appropriations limit shall be made available to the public at the meeting at which this resolution is adopted.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct.
2. This board hereby establishes and adopts for the 2022-2023 fiscal year an estimated appropriations limit in the amount of \$605,941.62, and for the 2021-2022 fiscal year identifies the actual appropriations limit of \$546,146.35.

3. Said appropriations limits have been calculated and determined in accordance with all applicable statutes and constitutional provisions and do not exceed the limitations imposed by Proposition 4.
4. Effective July 9, 2021 (Stats. 2021, Ch. 44, Sec. 108 (AB 130)), it is no longer a requirement to notify the Director of Finance of a change in the appropriations limit.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee \_\_\_\_\_,  
seconded by Trustee \_\_\_\_\_, at a regular/special meeting held on September 7, 2022 by  
the following vote:

*List Board Members Names Below:*

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	

I, Joe Souza, secretary of the governing board of the Buena Vista Elementary School District, do hereby certify that the foregoing Resolution was duly passed and adopted by said Board, at an official and public meeting thereof, this 7<sup>th</sup> day of September, 2022.

Dated \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

Distribute as follows:

Copy to: Shelly DiCenzo, Business Services  
Tulare County Office of Education  
shellyd@tcoe.org

## Interdistrict Attendance Agreement

The Governing Board has the authority to enter into agreements with surrounding school districts and to accept, insofar as facilities permit, students residing in other districts. The Board may also allow students living in the Buena Vista School District to attend surrounding districts, but only with no tuition charge, with the district of attendance credited with the pupil attending for apportionment purposes and the revenue limit pursuant to Education Code 42238.

1. Length of and termination of permit: Any interdistrict attendance permit may be in effect only for the school year beginning the first day of attendance of that given year. However, Buena Vista School District may terminate an interdistrict agreement at any time during the effective year, pursuant to this policy, upon giving 10 calendar days written notice to the district of residence and to the pupil's parent/guardian.

2. Case-by-case basis: The Buena Vista School District will consider each interdistrict permit request on a case-by-case basis. The Buena Vista School District may review every request for interdistrict attendance, whether the student is transferring into or out of the district.

3. Selection process: Buena Vista will allow interdistrict transfers into the district to meet the enrollment needs of each grade level. Priority will be given to children or grandchildren of Buena Vista school staff and board members, students with siblings that meet enrollment needs at more than one grade level and/or children that attend the Buena Vista Child Care Program. All things being equal, students will be allowed into the district on a first come-first serve basis providing that they meet all the requirements for interdistrict enrollment and have completed the initial requirements for consideration as specified by the Board and the Superintendent. In addition, the Buena Vista School Board always reserves the right to make special exceptions to the interdistrict selection procedure.

4. Interdistrict permit approval: The Buena Vista School District may approve interdistrict permits for the following reasons:

a. Parent/guardian in district. When child care needs of the student are met by a parent/guardian, relative or sitter in the receiving district.

b. Brother or sister attending school in district: When the student has brother(s) or sister(s) attending school in a receiving district, to avoid splitting the family attendance.

c. Moved during school year: To complete a school year when the parents/guardians have moved out of the district during the year, as long as the student attended Buena Vista for one year (180 consecutive school days).

d. Remain with class: To allow students to remain with a class that is graduating that year from the Buena Vista School District

e. Personal and social adjustment: To provide a change in school environment for reasons of personal and social adjustment.

f. When a student has been determined by staff of either the district of residence or district of proposed attendance to be a victim of an act of bullying as defined in Education Code 489000(r). Such a student will be given priority for interdistrict attendance under any existing interdistrict agreement or, in the absence of an agreement, shall be given consideration for the creation of a new agreement.

g. When a valid interest is a particular educational program not offered in the district of residence.

#### Behavioral Performance and Attendance

The superintendent or designee, prior to approving an interdistrict attendance request to transfer into the district, may contact the child's district of residence to determine whether the child meets the Buena Vista School District standards of behavioral performance and attendance. If a child is determined to be experiencing difficulties in these areas, the superintendent or designee may recommend to the Board that the interdistrict attendance request be denied.

1. District right to deny agreement: The Buena Vista School District reserves the right to deny any interdistrict attendance agreement request before the child is enrolled in this district for the following reasons:

a. Behavioral standards: The student is failing to maintain behavioral standards established by his/her district of residence.

b. Attendance: The student has experienced difficulty in regularly attending and/or arriving on time for his/her district of residence.

c. Classes overcrowded: Classes in this district are determined to be overcrowded and space is needed to permit the enrollment of additional students who reside in this district.

d. Class size limit: The Buena Vista School District may invoke a class size limit for individual grades at any time during the school year.

e. Academic standards: The Buena Vista School District may not accept any student that is not working up to the child's individual ability level.

f. Interdistrict contract: All parents of interdistrict students will be required to sign a contract outlining the requirements for being granted an interdistrict permit. Any violation of the contract may result in the interdistrict being revoked and/or the interdistrict agreement not being granted in subsequent years.

2. District right to revoke agreement: The Buena Vista School District reserves the right to revoke any interdistrict attendance permit at any time during the school year for the following reasons:

a. Failure to maintain behavioral standards: The student is failing to maintain behavioral standards established by the district.

✓ b. Attendance/tardy problems: The Student has been tardy or truant without valid excuse excess of three occasions.

c. Overcrowded: Once a student is admitted, the district may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.

d. Academic achievement: If the district feels that the child is not working up to his/her potential, then the interdistrict may be revoked.

(1) If the district feels that the child is not working up to his or her potential.

**BUENA VISTA ELEMENTARY SCHOOL DISTRICT  
AND  
TYGER BATES, CPA  
CONSULTANT AGREEMENT**

**THIS AGREEMENT** is entered into as of September 7, 2022 between the BUENA VISTA ELEMENTARY SCHOOL DISTRICT, referred to as DISTRICT, and TYGER BATES, CPA, referred to as CONSULTANT, with reference to the following:

- A. DISTRICT requests consulting services in state and federal planning and reporting services and/or school business and accounting.
- B. CONSULTANT represents that she is specially trained, experienced and competent in the field of accounting, school business and budgeting, state and federal grant reporting requirements, and all components of the Local Control and Accountability Plan.
- C. Government Code section 53060 and Education Code section 35160 authorize the District to contract with persons who are specially trained and experienced and competent to perform special services.
- D. District wishes to hire CONSULTANT as an independent consultant pursuant to the authority of Government Code section 53060 and Education Code section 35160.
- E. Pursuant to Education Code section 45103.1(b)(2), the services contracted are not available within the DISTRICT, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

**ACCORDINGLY, IT IS AGREED:**

- 1. **TERM:** This Agreement shall become effective as of September 7, 2022 and shall expire on September 30, 2023, unless otherwise terminated as provided in this Agreement.
- 2. **SERVICES:** CONSULTANT shall provide services as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
- 3. **COST OF SERVICES:** For services rendered, CONSULTANT shall be paid at the rate of \$100.00 per hour. The DISTRICT agrees to reimburse CONSULTANT for all travel costs incurred at the specific request of the DISTRICT in order to provide services included in EXHIBIT A. Mileage shall be paid at the current IRS rate.
- 4. **METHOD AND CONDITIONS OF PAYMENT:**
  - a. CONSULTANT shall provide a monthly invoice for services to DISTRICT. DISTRICT shall pay said invoice within 15 days of receipt. DISTRICT shall provide and file IRS Form 1099 to report CONSULTANT'S calendar year earnings.
  - b. The payment of compensation for work performed is conditioned upon receipt from

CONSULTANT of any and all plans, specifications and estimates, and other documents prepared by CONSULTANT in accordance with this Agreement. DISTRICT will not pay anticipated profits or other economic loss.

**5. COMPLIANCE WITH LAW:** CONSULTANT shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives.

**6. CONFIDENTIALITY.** The CONSULTANT acknowledges that during the engagement she may have access to and become acquainted with various confidential information in connection with the operation of DISTRICT's business including, nonpublic personnel and student information. The CONSULTANT agrees that she will not disclose any of the nonpublic information aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the DISTRICT's permission or as required by law. CONSULTANT agrees to restrict access to nonpublic confidential information in order to provide products and services to DISTRICT. CONSULTANT further agrees to maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard DISTRICT's nonpublic confidential information. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in her possession or under her control.

**7. INDEPENDENT CONSULTANT STATUS:**

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

b. Subject to any performance criteria contained in this Agreement, CONSULTANT shall be solely responsible for determining the means and methods of performing the specified services and DISTRICT shall have no right to control or exercise any supervision over CONSULTANT as to how the services will be performed. As CONSULTANT is not the DISTRICT'S employee, CONSULTANT is responsible for paying all required state and federal taxes. In particular, DISTRICT will not:

- i. Withhold FICA (Social Security) from CONSULTANT'S payments.
- ii. Make state or federal unemployment insurance contributions on CONSULTANT'S behalf.
- iii. Withhold state or federal income tax from payments to CONSULTANT.
- iv. Make disability insurance contributions on behalf of CONSULTANT.
- v. Obtain unemployment compensation insurance on behalf of CONSULTANT.

c. Notwithstanding this independent consultant relationship, DISTRICT shall have the right to monitor and evaluate the performance of CONSULTANT to assure compliance with this Agreement.

**8. INDEMNIFICATION:** CONSULTANT and DISTRICT shall hold each other harmless,

defend and indemnify the other, its 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 any property, including District property, arising from, or in connection with, their performance or their agents, officers and employees under this Agreement. 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.

**9. INSURANCE:**

a. General Liability Insurance. CONSULTANT shall obtain and maintain, at her own expense throughout the term of this Agreement, general liability insurance that provides coverage for bodily injury, property damage, and personal injury arising out of the actual or alleged acts, omissions, or negligence of CONSULTANT and/or her employees, agents, subcontractors, and representatives while performing services under this Agreement. Such insurance coverage shall be no less than \$1,000,000 per occurrence for bodily injury, property damage and personal injury.

b. Worker's Compensation Insurance. CONSULTANT shall obtain and maintain, at her own expense throughout the term of this Agreement, worker's compensation insurance in an amount in accordance with applicable statutes or other governing laws.

c. Evidence of Insurance. CONSULTANT shall deliver to District written evidence of the above insurance coverages, including the required endorsements prior to commencing services under this Agreement. The production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to CONSULTANT's right to be paid any compensation or expenses under this Agreement. If CONSULTANT fails to furnish and maintain the insurance required by this section, District may (but is not required to) purchase such insurance on behalf of CONSULTANT, and the CONSULTANT shall pay the cost thereof to District upon demand and shall furnish to District any information needed to obtain such insurance. Moreover, at her discretion, District may pay for such insurance with funds otherwise due CONSULTANT under this Agreement.

d. No Limitation on Liability. The insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by CONSULTANT to District under this Agreement.

**10. ASSIGNMENT:** CONSULTANT shall not assign any rights or obligations it has under this Agreement without the prior written consent of District.

**11. FINGERPRINTING REQUIREMENTS:**

a. Pursuant to California Education Code section 45125.1, before any agents or employees of CONSULTANT may enter school grounds where they may have any contact with pupils, CONSULTANT shall submit fingerprints of its employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. CONSULTANT shall not permit any employee to come in contact with pupils of the school district until the Department of Justice has ascertained that the CONSULTANT'S employees have not been convicted of a felony as defined in Education Code section 45122.1.

b. CONSULTANT warrants that fingerprints are on file with the Tulare County Office of Education.

**12. TERMINATION:** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement. Either Party may terminate this Agreement without penalty with thirty (30) days' written notice to the other Party. Either party may also terminate this Agreement for breach of a material term or condition of this Agreement upon thirty (30) days' written notice to the other party. Such written notice shall specifically identify the breach and provide fifteen (15) days for the other party to cure. Upon any termination under this section, DISTRICT shall pay CONSULTANT for all services rendered by CONSULTANT prior to the effective date of termination.

**13. NOTICES:** Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by email or sent by first class mail, postage prepaid and addressed as follows:

**DISTRICT:**

**Carole Mederos**

Superintendent

21660 RD 60

Tulare, CA 93274

**Phone No.: (559) 686-2015**

**Email: cmederos@buenavista eagles.org**

**CONSULTANT:**

**Tyger Bates, CPA**

2720 N. Vickie St.

Visalia, CA 93291

**Phone No.: (559) 786-4668**

**Email: tyger@tygerbatescpa.com**

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

**14. AMENDMENT OF AGREEMENT:** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both parties.

**15. EXECUTION IN COUNTERPART:** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted by facsimile shall be deemed original signatures.

**16. BINDING EFFECT:** This Agreement is for the benefit of and shall be binding on the parties and their successors, assigns, predecessors, partnerships, affiliates, directors or trustees, officers, employees, agents and representatives. The signatories of this Agreement warrant that they represent the respective parties herein and are authorized to commit to any and all provisions in this Agreement on behalf of the respective parties.

**17.**

**BOARD APPROVAL/RATIFICATION:** The effectiveness of this Agreement is contingent upon approval or ratification by the District's Board of Trustees.

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

BUENA VISTA ELEMENTARY SCHOOL DISTRICT

BY \_\_\_\_\_  
Superintendent  
"DISTRICT"

Date: \_\_\_\_\_

TYGER BATES, CPA

BY \_\_\_\_\_  
"CONSULTANT"

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. RESPONSIBILITIES OF CONSULTANT:**

Be available to assist district leadership in the areas of school finance, accounting, planning, plan development, and state and federal program reporting. Additional services are available upon request.

**2. RESPONSIBILITIES OF DISTRICT:**

- a. Provide access to financial records, electronic and printed, as necessary by CONSULTANT to complete requested projects.
- b. Provide access to the Tulare County Office of Education SACS Financial System as needed by CONSULTANT
- c. Provide access to staff for assistance in research and resolution of complex accounting and budgeting issues
- d. Provide information necessary to write the LCAP on behalf of the district including but not limited to timeline and meeting information with educational partners, services planned for inclusion in the LCAP or other planning documents, data used for calculating and reporting metrics in the LCAP.
- e. Forward communication from the county office with regards to LCAP development and review.

For TCOE Office Use

Vendor # \_\_\_\_\_  
Req. # \_\_\_\_\_  
PO # \_\_\_\_\_  
Contract # 230290

## AGENCY AGREEMENT

**THIS AGREEMENT**, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **Buena Vista School District** referred to as **DISTRICT**.

**ACCORDINGLY, IT IS AGREED:**

1. **TERM:** This Agreement shall become effective as of July 1, 2022 and shall expire on June 30, 2023.
2. **SERVICES:** DISTRICT shall provide services as set forth in Exhibit A. The Exhibit is made part of this Agreement by reference.
3. **COST OF SERVICES:** DISTRICT shall pay SUPERINTENDENT up to 5 percent, not to exceed \$5,000, of the final entitlement for the 2022-23 Consolidated Application (Con-App) Programs (Title I, II, III, IV and RLIS), excluding carryover.
4. **METHOD OF PAYMENT:**
  - a) SUPERINTENDENT will invoice the DISTRICT in Spring of 2023 for the cost of services as stated above.
  - b) SUPERINTENDENT is responsible for maintaining verifiable records for all expenditures.
5. **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.
5. **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**

Buena Vista School District  
Carole Mederos  
21660 Road 60  
Tulare, CA 93274

**SUPERINTENDENT**

Tim A. Hire, Superintendent  
Tulare County Superintendent of Schools  
Tulare County Office of Education  
P.O. Box 5091  
Visalia CA 93278-5091

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

Date: \_\_\_\_\_

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

Date: 8/9/22

TCOE Program Information

Contact Person and Phone No.: John Alvarez at (559) 302-3636  
Division: Instructional Services, District Support  
Program Title: Leadership Support Services  
Budget Number: 010-05000-0-00000-00000-86890-000-00-9660

Please return an original copy to:  
ATTN: Business Services Secretary  
P.O. Box 5091  
Visalia, CA 93278-5091

Tulare County Office of Education

## EXHIBIT A

### SCOPE OF SERVICES

#### 1. RESPONSIBILITIES OF DISTRICT:

*(Please provide a detailed description of services and deliverables to be provided by contractor.)*

- (1) Reimburse SUPERINTENDENT up to 5 percent, not to exceed \$5,000, of the district's final entitlement for the Con-App Programs, excluding carryover.
- (2) Provide information requested that is needed to complete the Con-App by specific dates.
- (3) Allow access to fiscal data via SACS.
- (4) Adhere to State and Federal programs' requirements.
- (5) Maintain accountability for equipment, facilities, and materials purchased with Con-App funds. Label all equipment purchased with categorical funds as required for audit purposes.
- (6) Remediate audit exceptions based on auditor's findings and recommendations.
- (7) Present budget revisions to the School Site Council and governing Board for adoption.
- (8) Comply with spending regulations, maintain internal controls, and monitor program expenditures to ensure funds are within the funding cycle.
- (9) Review district's planning documents annually for compliance with categorical program requirements and alignment with LCAP goals.
- (10) Maintain CALPADS enrollment data for all subgroups, especially for EL and low-income students.
- (11) Maintain Con-App accounting records in accordance with project year accounting outlined in Procedure 315 of CSAM and in accordance GAAP.

#### 2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

*(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)*

- (1) Assist DISTRICT with the preparation, amendment, and submission of the Con-App.
- (2) Disseminate information for the successful operation of Con-App programs.
- (3) Assist DISTRICT with on-site program reviews in accordance with rules, regulations, and provisions for Con-App programs.
- (4) Provide assistance to remediate compliance discrepancies related to Con-App programs.
- (5) Assist DISTRICT with accounting of Con-App program activity in accordance with project year accounting outlined in Procedure 315 of the California School Accounting Manual (CSAM) and in accordance with Generally Accepted Accounting Principles (GAAP).

- (6) Assist district with fiscal year-end close-out of Con-App programs by project year.
- (7) Comply with all laws, rules and regulations applicable to such work.
- (8) SUPERINTENDENT acknowledges that the services provided by its employees may involve limited contact with students and, as such, each employee will have background checks pursuant to the Education Code.

## FEE SCHEDULE

The Contract Total for Services to be provided shall not exceed \$5,000.00

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

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

## Accounts Payable Final PreList - 8/11/2022 3:48:23PM

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

Batch No 386

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
012701	GOMES, KATHRYN	PV-230071	7/29/2022		various		010-00008-0-11100-10000-43000-0	\$195.31			
							Total Check Amount:	\$195.31			
012969	NEWSOLA INC	PV-230072	8/31/2022		27440		010-07200-0-11100-10000-58000-0	\$2,420.00	L		
							Total Check Amount:	\$2,420.00			
013009	ODP BUSINESS SOLUTIONS LLC	PV-230073	7/29/2022		256944742001		010-00000-0-00000-71500-43000-0	\$557.89			
							Total Check Amount:	\$557.89			
012805	RES COM	PV-230075	8/6/2022		2046429		010-00000-0-00000-82000-55000-0	\$120.00			
							Total Check Amount:	\$120.00			
013016	SEESAW	PV-230074	9/1/2022		202174008		010-07200-0-11100-10000-58000-0	\$1,125.00			
							Total Check Amount:	\$1,125.00			
005383	SOUTHERN CALIF EDISON CO	PV-230076	7/19/2022		statement		010-00000-0-00000-82000-55000-0	\$15.77			
							Total Check Amount:	\$15.77			
012354	THE HOME DEPOT CRC	PV-230077	7/8/2022		8523974		010-00000-0-00000-82000-43000-0	\$37.78			
							Total Check Amount:	\$37.78			
012750	TIME FOR KIDS	PV-230078	8/30/2022		statement		010-30100-3-11100-10000-43000-0	\$126.50			
							Total Check Amount:	\$126.50			
012922	UNION BANK	PV-230079	7/28/2022		various		010-00000-0-00000-71500-52000-0	\$550.56	M		
	UNION BANK		7/28/2022		various		010-41270-3-11331-10000-43000-0	\$523.82	M		
	UNION BANK		7/28/2022		various		010-00000-0-00000-71500-43000-0	\$287.47	M		
	UNION BANK		7/28/2022		various		010-11000-0-11100-10000-43000-0	\$2,221.88	M		
	UNION BANK		7/28/2022		various		010-00000-0-11100-10000-44000-0	\$1,465.23	M		
	UNION BANK		7/28/2022		various		010-07200-0-11311-10000-43000-0	\$740.00	M		
	UNION BANK		7/28/2022		various		010-07200-0-11100-10000-43000-0	\$772.80	M		
	UNION BANK		7/28/2022		various		010-00000-0-00000-82000-43000-0	\$581.73	M		
							Total Check Amount:	\$7,143.49			

Accounts Payable Final PreList - 8/11/2022 3:48:23PM

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

Batch No 386

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

Total District Payment Amount: \$11,741.74

\$11,741.74

## Accounts Payable Final PreList - 9/1/2022 1:52:16PM

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

Batch No 388

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
012872	CVIN LLC	PV-230120	9/1/2022		38099		010-00000-0-00000-72000-59000-0	\$246.32		
							Total Check Amount:	\$246.32		
013019	DECKER EQUIPMENT	PV-230111	8/22/2022		491302A		010-00000-0-00000-82000-43000-0	\$199.92		
							Total Check Amount:	\$199.92		
011833	HOUGHTON MIFFLIN COMPANY	PV-230112	8/24/2022		VARIOUS		010-63000-0-11100-10000-41000-0	\$1,395.31		
							Total Check Amount:	\$1,395.31		
012883	MID VALLEY DISPOSAL	PV-230113	9/1/2022		2486399		010-00000-0-00000-82000-55000-0	\$184.28		
							Total Check Amount:	\$184.28		
003317	MORRIS LEVIN AND SON	PV-230114	8/25/2022		2208-259853		010-00000-0-00000-82000-43000-0	\$7.49		
							Total Check Amount:	\$7.49		
012978	POWER BUSINESS TECHNOLOGY	PV-230115	8/25/2022		92459		010-00000-0-00000-27000-56000-0	\$142.66		
							Total Check Amount:	\$142.66		
012984	R & L CROW DISTRIBUTING	PV-230116	8/8/2022		various		010-54660-0-00000-37000-47000-0	\$1,532.68		J
							Total Check Amount:	\$1,532.68		
012037	SCHOLASTIC INC	PV-230117	8/19/2022		40758391		010-30100-3-11100-10000-43000-0	\$15.25		
							Total Check Amount:	\$15.25		
011989	SCHOOL SPECIALTY SUPPLY INC	PV-230118	8/24/2022		208130746910		010-00008-0-11100-10000-43000-0	\$115.27		
							Total Check Amount:	\$115.27		
012641	Valley Food Service	PV-230119	8/25/2022		417850		130-53100-0-00000-37000-43000-0	\$475.20		
							Total Check Amount:	\$475.20		
006310	WHITES MUSIC CENTER	PV-230121	7/1/2022		statement		010-41270-3-11331-10000-56000-0	\$844.61		
							Total Check Amount:	\$844.61		

Accounts Payable Final PreList - 9/1/2022 1:52:16PM

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

Batch No 388

Audit

Separate

Reference Invoice

Vendor No Vendor Name

Number

Date

PO # Invoice No

Check Account Code

Amount Flag EFT

Total District Payment Amount: \$5,158.99

Accounts Payable Final PreList - 9/1/2022 1:52:16PM

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

Batch No 388  
Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
Batch No 388										
								Total Accounts Payable:		
								\$5,158.99		

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 5,158.99 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

*Carolee Mederos* 9/1/22  
 Authorizing Signature Date

Fund Summary		Total
010		\$4,683.79
130		\$475.20
Total		\$5,158.99

## Accounts Payable Final Prelist - 8/25/2022 2:28:53PM

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

Batch No 387

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013013	GRAHAM PREWETT INC	PV-230090	8/17/2022		1709BL		010-32130-0-00000-85000-62000-0	\$66,000.00	E		
							Total Check Amount:	\$66,000.00			
012928	IES	PV-230109	7/11/2022		186913		010-07200-0-11100-10000-58000-0	\$850.00			
							Total Check Amount:	\$850.00			
012995	LAKESHORE	PV-230091	8/5/2022		242116080522		010-11000-0-11100-10000-43000-0	\$117.45			
							Total Check Amount:	\$117.45			
012494	MENDES, ALEX	PV-230092	8/14/2022		various		010-00008-0-11100-10000-43000-0	\$172.84			
							Total Check Amount:	\$172.84			
013009	ODP BUSINESS SOLUTIONS LLC	PV-230093	8/12/2022		various		010-00008-0-11100-10000-43000-0	\$1,161.26			
							Total Check Amount:	\$1,161.26			
013018	ParentSquare Inc	PV-230094	8/18/2022		SI-001279		010-07200-0-11100-10000-58000-0	\$3,500.00			
							Total Check Amount:	\$3,500.00			
013014	PRO-YOUTH	PV-230096	7/31/2022		1615		010-26000-0-11100-10000-58000-0	\$15,235.90	A		
							Total Check Amount:	\$15,235.90			
012037	SCHOLASTIC INC	PV-230097	8/9/2022		M72836315, M72836414		010-30100-3-11100-10000-43000-0	\$246.96			
							Total Check Amount:	\$246.96			
011989	SCHOOL SPECIALTY SUPPLY INC	PV-230098	8/8/2022		208130233191		010-00008-0-11100-10000-43000-0	\$157.50			
							Total Check Amount:	\$157.50			
013017	SHERMAN GARNETT & ASSOCIATES	PV-230099	8/25/2022		3081		010-00000-0-00000-72000-52000-0	\$185.00			
							Total Check Amount:	\$185.00			
012249	SMALL SCHOOL DISTRICTS ASSOC	PV-230101	8/17/2022		17-04640		010-00000-0-00000-71500-53000-0	\$825.00			
							Total Check Amount:	\$825.00			
005383	SOUTHERN CALIF EDISON CO	PV-230102	8/9/2022		various		010-00000-0-00000-82000-55000-0	\$3,960.55			

## Accounts Payable Final PreList - 8/25/2022 2:28:53PM

*** FINAL ***									
Batch No 387									
Audit									
Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag EFT
012745	SOUTHWEST SCHOOL&OFFICE SUPPLY	PV-230100	8/23/2022		1008876		010-00008-0-11100-10000-43000-0	\$3,960.55	
Total Check Amount:								\$96.46	
013015	SUPERIOR TEXT	PV-230103	7/10/2022		S1029539		010-11000-0-11100-10000-42000-0	\$96.46	
Total Check Amount:								\$648.69	
012815	TOSHIBA FINANCIAL SERVICES	PV-230104	9/2/2022		479719973		010-00000-0-00000-27000-56000-0	\$648.69	
Total Check Amount:								\$263.90	
012559	TULARE CO. OFFICE OF EDUCATION	PV-230105	7/19/2022		230103		010-00000-0-00000-71100-58000-0	\$263.90	L
Total Check Amount:								\$3,184.52	
012559	TULARE CO. OFFICE OF EDUCATION	PV-230106	8/10/2022		230172	*	010-00000-0-00000-71500-53000-0	\$50.00	
Total Check Amount:								\$50.00	
012955	VALLEY EXPETEC	PV-230107	9/1/2022		Z0001381, Z0001334		010-07200-0-00000-77000-56000-0	\$2,221.02	
	VALLEY EXPETEC		9/1/2022		Z0001381, Z0001334		010-07200-0-11100-10000-44000-0	\$3,209.60	
Total Check Amount:								\$5,430.62	
012316	WILLIAM H SADLIER INC	PV-230108	8/11/2022		135514		010-11000-0-11100-10000-42000-0	\$368.22	
Total Check Amount:								\$368.22	

Accounts Payable Final PreList - 8/25/2022 2:28:53PM

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

Batch No 387

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

Total District Payment Amount: \$109,492.80

Accounts Payable Final PreList - 8/25/2022 2:28:53PM

\*\*\* FINAL \*\*\*  
Batch No 387

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
Batch No 387										
								Total Accounts Payable:		
								\$109,492.80		

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 109,492.80 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

*Carol W. Medina* 8/25/22

Authorizing Signature

Date

*Carol W. Medina*

8/25/22

Fund Summary		Total
010		\$109,492.80
Total		\$109,492.80

## Accounts Payable Final PreList - 8/25/2022 2:28:53PM

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

Batch No 387

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
012778	AT&T	PV-230086	8/20/2022		various		010-00000-0-00000-72000-59000-0	\$105.85			
							Total Check Amount:	\$105.85			
012977	CALIFORNIA BUSINESS MACHINES	PV-230080	8/16/2022		303685		010-00000-0-11100-10000-56000-0	\$154.16			
							Total Check Amount:	\$154.16			
012905	CALIFORNIA TURF INC	PV-230082	8/19/2022		559136		010-00000-0-00000-82000-43000-0	\$17.32			
							Total Check Amount:	\$17.32			
012906	CMT SERVICE & REPAIR INC	PV-230081	7/15/2022		47409		010-00000-0-00000-82000-56000-0	\$80.48			
							Total Check Amount:	\$80.48			
012989	COMPANY'S COMING CARPET CLEAN	PV-230083	8/11/2022		1580		010-00000-0-00000-82000-55000-0	\$2,095.00			
							Total Check Amount:	\$2,095.00			
012872	CVIN LLC	PV-230084	6/1/2022		35938		010-00000-0-00000-72000-59000-0	\$246.32			
							Total Check Amount:	\$246.32			
012064	FGL ENVIRONMENTAL	PV-230087	6/28/2022		243051,243811,244319		010-00000-0-00000-82000-55000-0	\$366.00			
							Total Check Amount:	\$366.00			
012503	FOLLETT EDUCATIONAL SERVICES	PV-230085	7/11/2022		2637578A		010-11000-0-11100-10000-42000-0	\$103.60			
							Total Check Amount:	\$103.60			
012996	GENERATION GENIUS INC	PV-230088	8/5/2022		GG128067-R3		010-07200-0-11100-10000-58000-0	\$495.00			
							Total Check Amount:	\$495.00			
012950	GoGuardian	PV-230095	8/11/2022		58000		010-07200-0-11100-10000-58000-0	\$2,839.20			L
							Total Check Amount:	\$2,839.20			
012960	GOWIN GREEN INC	PV-230089	8/15/2022		11754		010-00000-0-00000-82000-55000-0	\$535.00			
							Total Check Amount:	\$535.00			

# Budget Revision Report

BGR030  
danam  
9/7/2022  
4:41:21PM

Bdg Revision Final

Control Number: 90760079

Account Classification		Approved / Revised	Change Amount	Proposed Budget
Fund:	0100 General Fund			
Revenues				
LCFF Sources				
	010-00000-0-00000-00000-80110-0	\$1,475,038.00	\$136,996.00	\$1,612,034.00
	010-00000-0-00000-00000-80410-0	\$168,718.00	\$4,013.00	\$172,731.00
	010-14000-0-00000-00000-80120-0	\$470,082.00	\$30,997.00	\$501,079.00
Total:		\$2,113,838.00	\$172,006.00	\$2,285,844.00
Total Revenues		\$2,113,838.00	\$172,006.00	\$2,285,844.00
Expenditures				
Books and Supplies				
	010-00000-0-00000-71100-43000-0	\$100.00	\$300.00	\$400.00
	010-00000-0-11100-10000-44000-0	\$0.00	\$1,500.00	\$1,500.00
	010-07200-0-11100-10000-43000-0	\$10,062.00	(\$4,000.00)	\$6,062.00
	010-07200-0-11100-10000-44000-0	\$0.00	\$4,000.00	\$4,000.00
	010-32120-0-00000-82000-43000-0	\$5,000.00	(\$2,400.00)	\$2,600.00
	010-32130-0-00000-85000-44000-0	\$0.00	\$3,780.00	\$3,780.00
	010-41270-3-11331-10000-43000-0	\$4,000.00	(\$2,000.00)	\$2,000.00
	010-54660-0-00000-37000-47000-0	\$0.00	\$9,554.19	\$9,554.19
Total:		\$19,162.00	\$10,734.19	\$29,896.19
Services, Other Operating Expenses				
	010-00000-0-11100-10000-58000-0	\$1,000.00	\$2,203.11	\$3,203.11
	010-07200-0-00000-77000-56000-0	\$0.00	\$27,000.00	\$27,000.00
	010-07200-0-11100-10000-58000-0	\$54,000.00	(\$27,000.00)	\$27,000.00
	010-32120-0-11100-10000-59000-0	\$0.00	\$2,400.00	\$2,400.00
	010-41270-3-11331-10000-56000-0	\$0.00	\$2,000.00	\$2,000.00
	010-62660-0-11100-10000-58000-0	\$46,275.00	\$6,000.00	\$52,275.00
Total:		\$101,275.00	\$12,603.11	\$113,878.11
Capital Outlay				
	010-32130-0-00000-85000-62000-0	\$0.00	\$81,220.00	\$81,220.00
Total:		\$0.00	\$81,220.00	\$81,220.00

## Budget Revision Report

Bdg Revision Final

Control Number: 90760079

Account Classification

Approved / Revised

Change Amount Proposed Budget

Total Expenditures

\$120,437.00

\$104,557.30 \$224,994.30

Budgeted Unappropriated Fund Balance before this adjustment:

\$1,618,285.29

Total Adjustment to Unappropriated Fund Balance:

\$67,448.70

Budgeted Unappropriated Fund Balance after this adjustment:

\$1,685,733.99

## Budget Revision Report

BGR030  
danam  
9/7/2022  
4:41:21PM

Control Number: 90760079

Account Classification

Approved / Revised

Change Amount  
Proposed Budget

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

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