

Agenda
BIGGS UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
BOARD ROOM – 300 B Street
November 12, 2025
6:00 p.m. Closed Session
6:30 p.m. Estimated Open Session

District LCAP Goals

- ❖ Goal 1 – Biggs Unified will provide conditions of learning that will develop College and Career Ready students. Priority 1, 2 and 7.
- ❖ Goal 2 – Biggs Unified will plan programs, develop plans, and provide data from assessments that will maximize pupil outcomes. Priority 4 and 8.
- ❖ Goal 3 – Biggs Unified will promote students engagement and a school culture conducive to learning. Priority 3, 5 and 6.

OPEN SESSION

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF MINUTES**

Pg 4-8 A. October 8, 2025 Regular Meeting

- 6. PUBLIC COMMENT** – Anyone wishing to address the Board on Items listed under Closed Session on the agenda may do so at this time. Comments are limited to 3-5 minutes and 20 minutes each subject matter.

CLOSED SESSION

1. Public Employment Appointment of Personnel as listed under “Personnel Action” below; Pursuant to Government Code Section 54957
2. Classified, Certificated, Classified Confidential, and Management Personnel Discipline, Dismissal and/or Release; Pursuant to Government Code Section 54957
3. Litigation; Pursuant to Government Code Section 54956.9

If Closed Session is not completed before 6:30 p.m., it will resume immediately following the open session/regular meeting.

RECONVENE TO OPEN SESSION

- 7. ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION**
- 8. PARENT ASSOCIATIONS REPORTS**
- 9. CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION (CSEA) and BIGGS UNIFIED TEACHERS ASSOCIATION (BUTA) REPORTS**
- 10. PUBLIC COMMENT** - Anyone wishing to address the Board on items on or off the agenda may do so at this time. No action may be taken on items that are not listed as Action Items. Comments are limited to 3-5 minutes and 20 minutes each subject matter.

11. STUDENT REPRESENTATIVE REPORTS AND RECOGNITION

- A. Student(s) of the Month
- B. ASB
- C. FFA

12. REPORTS - Pursuant to the Brown Act: Gov. Code 854950 et.seq. - Reports are limited to announcements or brief descriptions of individual activities

- A. DEAN OF STUDENTS' REPORT:
- B. RES/MIDDLE SCHOOL PRINCIPAL'S REPORT:
- C. HIGH SCHOOL PRINCIPAL'S REPORT:
- D. M/O/T AND FOOD SERVICE DIRECTOR'S REPORT:
- E. SUPERINTENDENT'S REPORT:
- F. CBO'S REPORT:
- G. BOARD MEMBER REPORTS:

13. CONSENT AGENDA - All matters listed under the Consent Agenda are routine and will be acted upon by one motion and vote. If an item needs further clarification and/or discussion, it may be removed from the Consent portion of the agenda and then be acted upon as a separate item.

- A. Approve Superintendent's recommendations regarding Inter-District Agreement Request(s) as listed for the 2025-2026 and the 2026-2027 school years
- B. Approve AP Vendor Check Register and Purchase Order Listing October 1, 2025 – October 31, 2025
- C. Approve Fundraising Requests for 2025-2026
- D. Approve Field Trip Requests for 2025-2026
- E. Approve disposal of obsolete tech devices as determined by BCOE IT
- F. Notice and Confirmation of Date and Time for the Annual Organizational Meeting Pursuant to Education Code § 35143 - **December 10, 2025 at 6:00 p.m.**
This meeting was scheduled during a **Regular Meeting on October 8, 2025**, for **December 10, 2025**. According to **Education Code § 35143**, every school district's governing board is required to hold an annual organizational meeting.

14. ACTION ITEMS

- A. Approve California Charter Schools Association Membership invoice for \$944
- B. Approve the Actuarial Valuation Report
- C. Approve the SMAA Claiming Services Agreement with Glenn County Office of Education
- D. Approve the OMNI & TSACG Compliance Services Agreement
- E. Approve the California Consulting Services Agreement

- Pg 70 F. Approve bid from Michael A Roberts Construction to reroof the district office building for the amount of \$169,072.00
- Pg 71-78 G. Approve Architectural and Engineering Design Services Agreement with Nichols, Melburg & Rossetto for the Biggs Middle School New Classroom Building project
- Pg 79-86 H. Approve Architectural and Engineering Design Services Agreement with Nichols, Melburg & Rossetto for the Biggs Middle School New Gymnasium Building project

15. PERSONNEL ACTION

- A. Approve Michelle Schleef as the 2025-2026 Varsity Softball Coach
- B. Approve Ron Carr as the 2025-2026 JV Boys Basketball Coach
- C. Approve Kameron Smith as the 2025-2026 Varsity Baseball Coach
- D. Approve Jeff Thengvall as the 2025-2026 BES Chess Advisor
- E. Approve Aaron Bayless as the 2025-2026 BES Winter Program Advisor
- F. Approve Stefanie Greenberg as a Substitute Classified Instructional Aide
- G. Approve Megan Shelton as a Certificated Substitute Teacher
- H. Approve Eder Haro as a Certificated Substitute Teacher
- I. Approve Shawn McEntire-Smith as a walk-on Assistant JV Boys Basketball Coach
- J. Approve Cindi Van Quick as a walk-on Assistant JV Girls Basketball Coach
- K. Approve Katelyn Ryan as a walk-on Assistant JV Girls Basketball Coach

16. INFORMATION ITEMS

- Pg 87 A. Bond Expense Report to date

17. FUTURE ITEMS FOR DISCUSSION

18. ADJOURNMENT

Notice to the Public: Please contact the Superintendent's Office at 868-1281 ext. 8100 should you require a disability-related modification or accommodation in order to participate in the meeting. This request should be received at least 48 hours prior to the meeting in order to accommodate your request. Agenda materials are available for public inspection at 300 B St., Biggs, CA 95917

**Minutes
BIGGS UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
October 8, 2025**

OPEN SESSION

CALL TO ORDER – President Jesmer called the meeting to order at 6:02 p.m.

ROLL CALL - Board members present: Melissa Jesmer, Jonna Phillips, M. America Navarro, and Sean Avram were present. Board members absent: Linda Brown was absent.

PLEDGE OF ALLEGIANCE – President Jesmer led the Pledge of Allegiance.

APPROVAL OF AGENDA: The Board approved the agenda as presented. MSCU (Navarro/Phillips) 4/0/1

Jesmer - Aye

Brown - Absent

Phillips - Aye

Navarro - Aye

Avram - Aye

APPROVAL OF MINUTES: The Board approved the minutes from the Regular Board Meeting on September 10, 2025 as written. MSCU (Avram/Navarro) 4/0/1

Jesmer – Aye

Brown – Absent

Phillips –Aye

Navarro – Aye

Avram - Aye

PUBLIC COMMENT (Closed Session Items) - None

The Board adjourned into Closed Session at 6:03 p.m.

CLOSED SESSION

1. Public Employment Appointment of Personnel as listed under “Personnel Action” below; Pursuant to Government Code Section 54957
2. Classified, Certificated, Classified Confidential, and Management Personnel Discipline, Dismissal and/or Release; Pursuant to Government Code Section 54957
3. Public Employee Performance Evaluation of Classified, Certificated, Classified Confidential, Management and Superintendent; Pursuant to Government Code Section 54957
4. Litigation; Pursuant to Government Code Section 54956.9
5. Instructions to Board Negotiators, Superintendent and Board Member, Pursuant to Government Code Section 54957.6(a)

Closed Session was adjourned at 6:31 p.m. and the Board reconvened to Open Session at 6:31 p.m.

Staff Present: Doug Kaelin, Superintendent; Loretta Long, Admin. Assist. & HR Director; Analyn Dyer, CBO; Tracey McPeters, RCA and Middle School Principal

ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION – President Jesmer announced that no action was taken in Closed Session.

PARENT ASSOCIATIONS REPORTS – None

CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION (CSEA) and BIGGS UNIFIED TEACHERS ASSOCIATION (BUTA) REPORTS – None

PUBLIC COMMENT- None

STUDENT REPRESENTATIVE REPORTS AND STUDENT RECOGNITION

STUDENT(S) OF THE MONTH: Tracey McPeters introduced BES teachers who then presented certificates to their Student of the Month winners.

ASB REPORT: Audriana Chanes reported that the theme for Football Homecoming was Decades. They had a rally and a parade of floats decorated by the classes. The juniors and sophomores won the Powder Puff game. Hunter Seipert and Ruby Ramos won Homecoming King and Queen. They are planning a “pink out” for the next football game. For Halloween, they are holding a costume contest. Soon, they will be voting on a theme for Basketball Homecoming in February.

FFA REPORT: Rhegan Jones and Rosemary Castaneda reported that FFA sent teams to the Shasta Field Day. The FFA participated in the Homecoming parade. October 15th is their next Chapter Meeting. The freshmen are going to the Greenhand Leadership Conference in Gridley. They have sold 40 floral arrangement subscriptions so far this year.

REPORTS:

DEAN OF STUDENTS’ REPORT: Tracey McPeters read the Dean of Students’ report on behalf of Beverly Landers and submitted it for the record.

RCA/MIDDLE SCHOOL PRINCIPAL’S REPORT: Tracey McPeters read her report and submitted it for the record.

HIGH SCHOOL PRINCIPAL’S REPORT: Doug Kaelin reported that Homecoming was uneventful and there were no problems. There was a lot of participation in the dress up days, and the float building activity and parade were highly attended. The first quarter grading period ends this Friday. This is used for athletic participation eligibility. The counselor is hosting a FAFSA night tonight for parents and students to get help filling out the financial aid form. There will be members there from Butte College to advise.

M/O/T/, FOOD SERVICE DIRECTOR’S REPORT: Doug Kaelin reported that the new marquee for the high school should be delivered soon and that the part to fix the BES marquee will be here next week. Hopefully, both will be up and running soon. Contractors came for a walkthrough of the District Office to gather info for submitting reroofing bids. The CHP was here this week to inspect our files on the bus

drivers. The new bus is back from the shop. The fencing at RCA is the last piece that needs to be done to complete the project in Richvale.

SUPERINTENDENT'S REPORT: Doug Kaelin reported that he attended the Superintendents' meeting at BCOE this morning. The Superintendents went to two sites of the Oroville City Elementary School District to see their new shade structures. We are the only District who has settled negotiations with both of our Unions. Mr. Kaelin was given a list of 41 reports that school districts are required to do for the California Department of Education. The Superintendents discussed the federal mandates for public student vaccinations vs. the state mandates. There are worries about parents pulling their children from public schools if more and more vaccinations are required. Overall, things are positive as a whole in the District.

CBO'S REPORT: Analyn Dyer read her previously submitted report.

BOARD MEMBER REPORTS: None

CONSENT AGENDA: The Board approved Consent Agenda Items A-C MSCU (Avram/Navarro) 4/0/1
Jesmer – Aye
Brown – Absent
Phillips – Aye
Navarro – Aye
Avram – Aye

- A. Approve Superintendent's recommendations regarding Inter-District Agreement Request(s) as listed for the 2025-2026 school year
- B. Approve AP Vendor Check Register and Purchase Order Listing September 1, 2025 – September 30, 2025
- C. Approve Field Trip Requests for 2025-2026

ACTION ITEMS: The Board approved Action Items A-G. MSCU (Avram/Navarro) 4/0/1
Jesmer – Aye
Brown – Absent
Phillips – Aye
Navarro – Aye
Avram - Aye

- A. Set December 10, 2025 as the date for the Annual Board Organizational Meeting (Form SF 1)
- B. Approve MOU with BCOE for the After School Education and Safety Program (ASES)
- C. Approve quote from Voltage Specialists for the replacement of expired fire detectors in the amount of \$11,090
- D. Approve quote from Quality Fence & Repair for fencing at RCA in the amount of \$7,730

- E. Approve an additional 6 HR SDC Instructional Aide position at BES
- F. Accept donation of an electric vehicle from Travis Smith
- G. Adopt the New or Updated Board Policies (BP), Admin. Regulations (AR), and Exhibits (E) from the CSBA September 2025 release

PERSONNEL ACTION ITEMS: The Board approved Personnel Action Items A-G. MSCU (Navarro/Phillips) 4/0/1

Jesmer – Aye
Brown – Absent
Phillips – Aye
Navarro – Aye
Avram - Aye

- A. Approve Meridith Lavy as a Substitute Instructional Aide
- B. Approve Brendan Leonard as a Substitute Instructional Aide
- C. Approve Shannon Capshew as a Certificated Substitute Teacher
- D. Approve Ryan Herren as a Certificated Substitute Teacher
- E. Approve Charlie Ramos as the BHS Wrestling Coach for the 2025-2026 season
- F. Void contract with Certificated RSP Lower Grades Teacher, Kari Cline effective September 26, 2025
- G. Approve Xochitl Figueroa as a 6 HR SDC Instructional Aide at BES, tentative start date October 6, 2025

INFORMATION ITEMS:

- A. Bond Expense Report to date: Analyn Dyer’s previously submitted spreadsheet showing up to date bond expenses was reviewed.
- B. Census Day Enrollment Number: Loretta Long reported that the Census Day count for our District was 553 students.
- C. Quarterly Report on Williams Uniform Complaints: Superintendent Kaelin reported out that for the last Quarter, there have been no Williams Uniform Complaints against any school in the District.

FUTURE ITEMS FOR DISCUSSION - None

ADJOURNMENT – 7:00 p.m.

MINUTES APPROVED AND ADOPTED:

Presiding President

Date

Distribution: Board of Trustees, Superintendent, Elementary School Principal, Financial Officer/Administrative Advisor, BUTA and CSEA Presidents, Student Representative, Student Government Class, Gridley Herald, District Office and Schools for Posting, and Official Record.

MOT & Food Services.

1. Transportation

- a. We have completed the most recent 45, 90-day bus inspections.
- b. We have completed all current lube oil and filter changes on the van fleet. We have also spent a good part of the summer making sure all of our Districts vehicles are in good working order.
- c. We are working on improving our vehicle cleaning maintenance.

2. Grounds

- a. Our Grounds & Maintenance have been working hard preparing for the winter trimming and removing trees and limbs as well as maintaining all of the grass areas, cleaning gutters and removing leaves and clearing storm drains. Ensuring that our grounds look their best for they can all year long.

3. Maintenance

- a. Maintenance has been busy working on continuous repairs throughout the district.
- b. With the old building removed in in Richvale we have installed a fencing to help keep the safe from any hazards and an unsightly empty field.
- c. We are working installing the marquee at the High School. We hope to have the project complete by the end of thanksgiving break

4. Custodial

- a. The custodial staff continues to do a wonderful job cleaning all of the classrooms and surrounding areas.

5. Food Service

- a. The Food Service department is continuing to focus flavorful, nutritious and safe meals for all students.
- b. We have all purchased van for foods service deliveries, and are currently outfitting it to be capable of hot and cold food storage during transport.
- c. We are also excited about some new menu items that we have introduced into our Menu rotation.

BIGGS UNIFIED SCHOOL DISTRICT

Meeting Date: November 12, 2025

Item Number: 13 A
Item Title: Inter-district Agreement Request(s)
Presenter: Doug Kaelin, Superintendent & Loretta Long, Admin. Assistant/HR Officer
Attachment: None
Item Type: ☒ Consent Agenda ☐ Action ☐ Report ☐ Work Session ☐ Other:

Background/Comments:

We have received the following interdistrict transfer requests. After reviewing each one with Board Policy and Administration Regulations 5117, we make the following recommendations.

2025-2026 School Year	From:	To:	Action	New/Ongoing	Reason
1. (6 th Grade)	Oro Elementary	Biggs	Accept	Ongoing	Continued Attendance
2. (8 th Grade)	Oro Elementary	Biggs	Accept	Ongoing	Continued Attendance
3. (6 th Grade)	Live Oak	Biggs	Accept	New	Continued Attendance
4. (8 th Grade)	Thermalito	Biggs	Accept	Ongoing	Continued Attendance
5. (2 nd Grade)	Thermalito	Biggs	Accept	Ongoing	Continued Attendance
6. (TK)	Biggs	Gridley	Release	New	Child Care
2026-2027 School Year	From:	To:	Action	New/Ongoing	Reason
1. (11 th Grade)	Biggs	OUHSD	Release	Ongoing	Parent Work
2. (9 th Grade)	Biggs	OUHSD	Release	Ongoing	Parent Work

Fiscal Impact: We will have a loss of ADA for those outgoing transfer requests and an increase of ADA for those incoming transfer requests.

Recommendation: The Superintendent recommends action as indicated.

BIGGS UNIFIED SCHOOL DISTRICT

Meeting Date: November 12, 2025

Item Number: 13 B

Item Title: Approve AP Vendor Check Register and Purchase Order Listing

Presenter: Moneek Graves, Fiscal Assistant

Attachment: AP Vendor Check Register & Purchase Order Listing for
October 1, 2025 through October 31, 2025

Item Type: ☒ Consent Agenda ☐ Action ☐ Report ☐ Work Session ☐ Other

Background/Comments:

The AP Vendor Check Register and Purchase Order totals are as attached.

Fiscal Impact:

As indicated.

Recommendation:

Approve.

Register 000557 - 10/07/2025

Bank Account COUNTRY - US Bank

Number	Amount	Status	Fund	Cancel	Register Id	Payee
3005-335472	30.00	Printed	01			ASHLEY TANNER (ASHLEY TANN - Payee)
3005-335473	127.81	Printed	01			Strattard, John (001201 - Emp)
3005-335474	94.78	Printed	01			Dyer, Analyn (001371 - Emp)
3005-335475	53.90	Printed	01			McDaniel, Monica (001477 - Emp)
3005-335476	30.00	Printed	01			Schantz, Kathryn D (001559 - Emp)
3005-335477	30.00	Printed	01			Leonard, Brendan (001560 - Emp)
3005-335478	1,090.58	Printed	01			ANDES POOL SUPPLY (100077/1)
3005-335479	1,320.12	Printed	01			AT&T (100086/1)
3005-335480	75.78	Printed	01			BDJTech (100867/1)
3005-335481	40.00	Printed	01			BUCKMASTER OFFICE SOLUTIONS (100112/1)
3005-335482	264.50	Printed	01			BUTTE AUTO PARTS (100115/1)
3005-335483	670.00	Printed	01			EWELL EDUCATIONAL SERVICES (100523/1)
3005-335484	306.53	Printed	01			OFFICE DEPOT (100358/1)
4,134.00				13	Totals for Register 000557	

12

2026 FUND-OBJ Expense Summary / Register 000557		
	01-4300	1,394.10
	01-5200	764.78
	01-5606	40.00
	01-5800	525.00
	01-5807	90.00
	01-5900	1,320.12
	01-9110*	4,134.00-
Totals for Register 000557		4,134.00
		4,134.00-

* denotes System Generated entry

Net Change to Cash 91104,134.00- Credit

Selection

Sorted by Check Number, Include Address:No, Filtered by (Org = 6, Bank Account(s) IN ('COUNTRY'), Source = A, Pay To = N, Payment Method = C, Starting Check Date = 10/1/2025, Ending Check Date = 10/31/2025, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 =)

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Register 000557 - Fund/Obj Expense Summary

Bank Account COUNTY - US Bank

2026 FUND-OBJ Expense Summary / Register 000557 (continued)

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Register 000558 - 10/07/2025

Bank Account COUNTY - US Bank

Number	Amount Status	Fund	Cancel Register Id	Payee
3005-335485	630.00 Printed	01		Jennifer Stamparoni (100961/1)
630.00	Number of Items	1 Totals for Register 000558		
2026 FUND-OBJ Expense Summary / Register 000558				
		01-5800	630.00	
		01-9110*		630.00-
Totals for Register 000558			630.00	630.00-
* denotes System Generated entry				
Net Change to Cash 9110			630.00-	Credit

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Selection

Sorted by Check Number, Include Address:No, Filtered by (Org = 6, Bank Account(s) IN ('COUNTY'), Source = A, Pay To = N, Payment Method = C, Starting Check Date = 10/1/2025, Ending Check Date = 10/31/2025, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 =)

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Register 000558 - Fund/Obj Expense Summary

Bank Account COUNTY - US Bank

2026 FUND-OBJ Expense Summary / Register 000558 (continued)

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Register 000559 - 10/14/2025					Bank Account COUNTRY - US Bank	
Number	Amount Status	Fund	Cancel Register Id	Payee		
3005-336159	210.90 Printed	01		Strattard, John (001201 - Emp)		
3005-336160	53.31 Printed	01		McDaniel, Monica (001477 - Emp)		
3005-336161	840.96 Printed	01		Primo Brands BlueTriton Brands,Inc. (100070/1)		
3005-336162	75.00 Printed	01		PACIFIC STORAGE COMPANY AMERICAN MOBILE SHREDDING (100075/1)		
3005-336163	264.00 Printed	01		BUTTE COUNTY SHERRIF S OFFICE RECORDS DIVISION (100125/1)		
3005-336164	342.68 Printed	01		CANDELARIO ACE HARDWARE (100250/1)		
3005-336165	3,004.53 Printed	01		CITY OF BIGGS (100164/1)		
3005-336166	39.00 Printed	01		FGL ENVIRONMENTAL (100221/1)		
3005-336167	2,066.83 Printed	01		GAYNOR TELESYSTEMS (100233/1)		
3005-336168	200.00 Printed	01		HCI AUDIOMETRICS (100571/1)		
3005-336169	135.00 Printed	01		Heinemann (100896/1)		
3005-336170	2,266.50 Printed	13		HYLEN DISTRIBUTING (100268/1)		
3005-336171	172.12 Printed	01		J C NELSON SUPPLY CO (100275/1)		
3005-336172	40.00 Printed	01		JACKSONS GLASS CO (100277/1)		
3005-336173	6,091.73 Printed	01		Lakeview Petroleum Co. (100304/3)		
3005-336174	879.97 Printed	01		LES SCHWAB (100308/1)		
3005-336175	1,162.50 Printed	21		NICHOLS MELBURG & ROSETTO (100351/1)		
3005-336176	210.00 Printed	01		North State Water System (100827/1)		
3005-336177	142.21 Printed	01		OFFICE DEPOT (100358/1)		
3005-336178	106.09 Printed	01		NCS PEARSON INC (100364/2)		
3005-336179	313.05 Printed	01		Pitney Bowes Inc (100371/2)		
3005-336180	2,737.78 Printed	13		PRO PACIFIC FRESH (100376/1)		
3005-336181	1,309.07 Printed	01		RECOLOGY BUTTE COLUSA (100384/1)		
3005-336182	10,764.48 Printed	13		SFS OF SACRAMENTO, INC (100443/2)		
3005-336183	2,180.90 Printed	01		TEKK INTERNATIONAL INC (100445/1)		
3005-336184	505.89 Printed	01		TPX COMMUNICATIONS (100764/2)		
3005-336185	197.69 Printed	01		VERIZON WIRELESS (100467/1)		
36,312.19		Number of Items	27	Totals for Register 000559		
2026 FUND-OBJ Expense Summary / Register 000559						
		01-4300	4,263.18			
		01-4303	6,091.73			
		01-5502	3,004.53			
Selection	Sorted by Check Number, Include Address:No, Filtered by (Org = 6, Bank Account(s) IN ('COUNTRY'), Source = A, Pay To = N, Payment Method = C, Starting Check Date = 10/1/2025, Ending Check Date = 10/31/2025, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 =)					ERP for California
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Register 000559 - Fund/Obj Expense Summary

Bank Account COUNTY - US Bank

2026 FUND-OBJ Expense Summary / Register 000559 (continued)

01-5504	1,309.07	
01-5600	200.00	
01-5800	3,231.79	
01-5807	264.00	
01-5900	703.58	
01-5901	313.05	
01-9110*		19,380.93-
Totals for Fund 01	19,380.93	19,380.93-
13-4300	1,765.53	
13-4700	14,003.23	
13-9110*		15,768.76-
Totals for Fund 13	15,768.76	15,768.76-
21-5800	1,162.50	
21-9110*		1,162.50-
Totals for Fund 21	1,162.50	1,162.50-
Totals for Register 000559	36,312.19	36,312.19-

* denotes System Generated entry

Net Change to Cash 9110

36,312.19- Credit

Register 000560 - 10/16/2025						Bank Account COUNTRY - US Bank	
Number	Amount	Status	Fund	Cancel	Register Id	Payee	
3005-336546	226.71	Printed	01			Dyer, Analyn (001371 - Emp)	
3005-336547	1,219.32	Printed	01			Long, Loretta L (001404 - Emp)	
3005-336548	50.00	Printed	01			Owen, Cody (001520 - Emp)	
3005-336549	293.19	Printed	01			Beverly Landers (100854/1)	
3005-336550	6.05	Printed	01			CALIF DEPT OF EDUCATION Accounting Office (100137/1)	
3005-336551	2,143.36	Printed	01			DENNIS SLUSSER (100670/1)	
3005-336552	3,270.65	Printed	01			Golden Pacific Bank (100235/1)	
3005-336553	3,000.00	Printed	01			Pitney Bowes Inc (100371/2)	
3005-336554	91.00	Printed	01			Tracey McPeters (100905/1)	
3005-336555	3,622.36	Printed	01			U S BANK OFFICE EQUIP FINANCE SERVICES (100458/1)	
13,922.64			Number of Items		10	Totals for Register 000560	
2026 FUND-OBJ Expense Summary / Register 000560							
			01-4300			2,797.15	
			01-4400			1,617.25	
			01-5200			2,836.03	
			01-5606			3,549.25	
			01-5811			122.96	
			01-5901			3,000.00	
			01-9110*				13,922.64-
Totals for Register 000560						13,922.64	13,922.64-
* denotes System Generated entry							
Net Change to Cash 9110						13,922.64-	Credit

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Selection

Sorted by Check Number, Include Address:No, Filtered by (Org = 6, Bank Account(s) IN ('COUNTRY'), Source = A, Pay To = N, Payment Method = C, Starting Check Date = 10/1/2025, Ending Check Date = 10/31/2025, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 =)

ERP for California

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Register 000560 - Fund/Obj Expense Summary

Bank Account COUNTY - US Bank

2026 FUND-OBJ Expense Summary / Register 000560 (continued)

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Register 000561 - 10/23/2025					Bank Account COUNTRY - US Bank	
Number	Amount Status	Fund	Cancel Register Id	Payee		
3005-337019	300.00 Printed	73		Ashely Rudd (Ashely Rudd - Payee)		
3005-337020	20.00 Printed	01		BUCKMASTER OFFICE SOLUTIONS (100112/1)		
3005-337021	384.00 Printed	01		CA STATE DEPT OF JUSTICE ACCOUNTING OFFICE (100132/1)		
3005-337022	11,909.40 Printed	01		CITY OF BIGGS (100164/1)		
3005-337023	7,715.00 Printed	01		William Leo Bunch Jr. (100825/1)		
3005-337024	500.00 Printed	01		Foster & Foster Consulting Actuaries, Inc. (100916/1)		
3005-337025	918.00 Printed	13		HYLEN DISTRIBUTING (100268/1)		
3005-337026	3,213.41 Printed	01		J C NELSON SUPPLY CO (100275/1)		
3005-337027	210.00 Printed	01		Jennifer Stamparoni (100961/1)		
3005-337028	1,196.83 Printed	01		MJB SALES & SERVICE (100336/1)		
3005-337029	84.77 Printed	01		OFFICE DEPOT (100358/1)		
3005-337030	1,944.12 Printed	13		PRO PACIFIC FRESH (100376/1)		
3005-337031	110.00 Printed	01		RIGHT WAY PEST CONTROL (100393/1)		
3005-337032	4,202.88 Printed	13		SFS OF SACRAMENTO, INC (100443/2)		
3005-337033	174.00 Printed	01		Tammie Loftin (100908/1)		
32,882.41			15	Totals for Register 000561		
2026 FUND-OBJ Expense Summary / Register 000561						
		01-3701	174.00			
		01-4300	4,495.01			
		01-5502	11,909.40			
		01-5606	20.00			
		01-5607	7,715.00			
		01-5800	710.00			
		01-5807	384.00			
		01-5808	110.00			
		01-9110*	25,517.41-			
	Totals for Fund 01		25,517.41	25,517.41-		
		13-4300	339.19			
		13-4700	6,725.81			
		13-9110*		7,065.00-		
	Totals for Fund 13		7,065.00	7,065.00-		
		73-5800	300.00			
		73-9110*		300.00-		
20						
2026 FUND-OBJ Expense Summary / Register 000561						
		01-3701	174.00			
		01-4300	4,495.01			
		01-5502	11,909.40			
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	Totals for Fund 13		7,065.00	7,065.00-		
		73-5800	300.00			
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2026 FUND-OBJ Expense Summary / Register 000561						
		01-3701	174.00			
		01-4300	4,495.01			
		01-5502	11,909.40			
		01-5606	20.00			
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		01-5800	710.00			
		01-5807	384.00			
		01-5808	110.00			
		01-9110*	25,517.41-			
	Totals for Fund 01		25,517.41	25,517.41-		
		13-4300	339.19			
		13-4700	6,725.81			
		13-9110*		7,065.00-		
	Totals for Fund 13		7,065.00	7,065.00-		
		73-5800	300.00			
		73-9110*		300.00-		

Register 000561 - Fund/Obj Expense Summary		Bank Account COUNTY - US Bank	
		2026 FUND-OBJ Expense Summary / Register 000561 (continued)	

Totals for Fund 73	300.00	300.00-
Totals for Register 000561	32,882.41	32,882.41-

* denotes System Generated entry

Net Change to Cash 9110 32,882.41- Credit

Register 000562 - 10/28/2025

Bank Account COUNTY - US Bank

Number	Amount	Status	Fund	Cancel	Register Id	Payee
3005-337304	2,695.51	Printed	01			BIG VALLEY AG SERVICES (100100/1)
3005-337305	350.00	Printed	01			Jennifer Stamparoni (100961/1)
3005-337306	875.22	Printed	01			LES SCHWAB (100308/1)
3005-337307	973.47	Printed	01			Shoes for Crews, LLC (100915/1)

4,894.20

Number of Items

4

Totals for Register 000562

2026 FUND-OBJ Expense Summary / Register 000562

01-4300	1,848.69
01-5800	3,045.51
01-9110*	4,894.20-
Totals for Register 000562	4,894.20
	4,894.20-

* denotes System Generated entry

Net Change to Cash 9110

4,894.20- Credit

22

Selection

Sorted by Check Number, Include Address:No, Filtered by (Org = 6, Bank Account(s) IN ('COUNTY'), Source = A, Pay To = N, Payment Method = C, Starting Check Date = 10/1/2025, Ending Check Date = 10/31/2025, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 =)

ERP for California

Page 1 of 2

Register 000562 - Fund/Obj Expense Summary

Bank Account COUNTY - US Bank

2026 FUND-OBJ Expense Summary / Register 000562 (continued)

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Register 000562 - Fund/Obj Expense Summary		Bank Account COUNTY - US Bank	
		2026 FUND-OBJ Expense Summary / Register 000562 (continued)	

92,775.44	Number of Items	70	Totals for Org 006 - Biggs Unified School District
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BUSD Fundraisers			
	Organization	Type	
Site			
BHS	FFA		
	ASB		
BES/RES	ASB		
	Publications	Snack Bar at all Sports Events	

BUSD Field Trips			
	Class/Org	Date	Destination
Site			
BHS	Boyes/Baker	11/12/2025	Gridley High School
	CSF Lair	11/18/2025	UC Santa Cruz
	CSF Lair	12/1/2025	UC Davis
	Floral Baker	12/2/2025	Floral Fresh Tour
	Ag Baker	12/8/2025	Chico State Ag Mechanic Shop
BES/RES	Eber/Weaver	04/22/2026	Chico Nature Center Discovery Walk
	Araujo	11/04/2025	Feather River Fish Hatchery
	Bayless	4/23/26	Chico Creek Nature Center

Type	Make & Model	Serial Number	Asset Tag
Server	Dell PowerEdge R630	JWM8S52	NL
Network Hub	HP ProCruve 1700-8	CN921ZG0MX	NL
Network Router	Cisco ME-3600X-24	FCW2038H0UN	1049
Network Router	Cisco ME-3600X-24	FCW2038H0UM	NL
Network Router	Cisco 2821	FCZ121572EV	2291
Network Switch	Cisco 3560G-48P	FOC1637X1T3	NL
Network Switch	Cisco 3560G-48P	FOC1338Y21N	NL
Network Switch	Cisco 3560G-48P	FOC1426Z2LD	NL
Network Switch	Cisco 3560-48P	FDO1410X0YZ	1986
Network Switch	Cisco 3560-48P	FDO1410X0YX	NL
Network Switch	Cisco 3560-48P	FDO1410X0TV	NL
Network Switch	Cisco 3550-48g	CAT0835X1BH	2292
Network Switch	Cisco 2950-48	FHK0625Z1LN	2293
Network Switch	Cisco 3560X-48T	FDO1924F2TF	1044
Network Switch	Cisco 3560X-48T	FDO1924F2LW	1052
Network Switch	Cisco 3560X-48P	FDO1924F1J1	NL
Network Switch	Cisco 3560X-48P	FDO162SV1AM	NL
Network Switch	Cisco 3560X-48P	FDO1924F1CZ	NL
Network Switch	Cisco 3560X-48P	FD0194F1JE	NL
Network Switch	Cisco 3560X-48P	FD01652W0B2	NL
KVM Switch	Belkin 8port	820701004286	NL
KVM Switch	Belkin 4port	303081747	NL
Data Backup Server	Barracuda 390A	BAR-BS-939103	NL
Wireless Controller	Aruba 7030	CR0006426	NL
UPS Battery Backup	APC SC450RM1U	5S1513T21864	NL
UPS Battery Backup	APC SC450RM1U	5S1513T21812	NL
UPS Battery Backup	APC SMX1500RM2U	AS1518215803	NL
UPS Battery Backup	APC SMX1500RM2U	AS1518215798	NL
UPS Battery Backup	APC SUA1000XL	AS0424230051	NL
UPS Battery Backup	APC SMT1000	AS1226111534	NL
Desktop Computer	Dell OptiPlex 7010	7T1MQ22	1234
Desktop Computer	Dell OptiPlex 7010	7T2DS22	1112
Desktop Computer	Dell OptiPlex 7010	378S8Y1	1051
Desktop Computer	Dell OptiPlex 7010	7T1NQ22	1384
Desktop Computer	Dell OptiPlex 9020	3737D92	1002
Desktop Computer	Dell OptiPlex 9020	375DD92	1003
Desktop Computer	Dell OptiPlex 9020	36G6D92	1004
Desktop Computer	Dell OptiPlex 9020	3767D92	1693
Desktop Computer	Dell OptiPlex 9010	737R8Y1	1059
Desktop Computer	Dell OptiPlex 9010	36ZR8Y1	1629
Desktop Computer	Dell OptiPlex 9010	375S8Y1	1840
Desktop Computer	Dell OptiPlex 3020	JHQTR12	1042

Type	Make & Model	Serial Number	Asset Tag
Desktop Computer	Dell OptiPlex 3020	885MR12	1035
Desktop Computer	Dell OptiPlex 3020	2H8C202	1108
Desktop Computer	Dell OptiPlex 3020	29R1N22	1692
Desktop Computer	Dell OptiPlex 3020	H8M2TR1	2278
Desktop Computer	Dell OptiPlex 790	F4G11R1	NL
Desktop Computer	Dell OptiPlex 790	F4G01R1	1050
Laptop Computer	Dell Latitude 5420	JMXJLQ1	NL
Laptop Computer	Dell Latitude 5510	2XM9Y33	NL
Computer	Apple Computer	2LVCRS	NL
Slot PC	Viewsonic VPC15-WP-4	VQ6192440485	NL
TV	Samsung BE75TD	OHF6HCCX600827N	NL
TV	Samsung BE75TD	OHF6HCAX700007M	NL
TV	Samsung BE75TD	OHF6HCCX700015N	NL
TV	Samsung BE75TD	OHF6HCCX700038H	NL
Wallmount Project	Epson LCD BL595Wi	X28C7503189	1723
Wallmount Project	Epson LCD BL595Wi	Mounting bracket is covering the SN and IT does not have the bit to remove.	1773
Wallmount Project	Epson LCD BL595Wi		2226
Wallmount Project	Epson LCD BL595Wi		2170
Overhead Projector	Lumens DC166	D17B16318	1722
Overhead Projector	ELMO RC1	618888	NL
275 Chromebooks	Various Models		
10 Dell Monitors			NL
2 VCRs			NL



California
Charter Schools
Association

PO Box 86087 Los Angeles, CA 90086 • www.ccsa.org

Membership Invoice

Attn: Accounts Payable
Richvale Charter Academy
5236 Church Street
Richvale, CA 95974

Invoice Date		Member ID	
10/27/25		A-13692	
Member Type	Current Expiration Date	Due Date	P.O. No.
Charter School Membership (Full Year)			
Description			
Charter School Membership ID A-13692 Membership through 6/30/2025 at \$15.50 a student			
We appreciate your support and participation! Please email membership@ccsa.org with any questions.			
Number of Students	Amount		
59	\$944.00		
Amount Paid:	\$0.00		
Total Amount Due:	\$944.00		

REMITTANCE STUB
(Please Return)

Initial Billing CCSA membership through 6/30/2024

Please make checks payable to the
California Charter Schools Association.
Mail payments to:

California Charter Schools Association
PO Box 86087 Los Angeles, CA 90086

Member ID: A-13692
Richvale Charter Academy
5236 Church Street
Richvale, CA 95974

Questions: You can pay by credit card in
the member portal, or if you have
questions about your invoice email
membership@ccsa.org

Total Amount Due: \$944.00

Pay by Wire:

City National Bank
Account #: 401599800
Account Name: California Charter Schools
Association
Bank Routing #: 122016066
Swift Code: CINAUS6L
EIN: 51-0465703

BIGGS UNIFIED SCHOOL DISTRICT

November 12, 2025

Item Number: 14 B

Item Title: GASB Statement No. 75 Actuarial Valuation Report as of June 30, 2025

Presenter: Analyn Dyer

Attachments: Foster and Foster Actuaries and Consultants –Actual Services

Item Type: ☒ Consent Agenda ☐ Action ☐ Report ☐ Work Session ☐ Other

Background/Comments:

Governmental Accounting Standards Board (GASB) Statement 75 requires local government and school districts that prepare Government Accepted Accounting Principles GAAP- compliant financial statements to report the total liability in the Statement of net position in their government-wide financial statements.

Refer attachment is an actuarial valuation service report of the retiree health insurance program. This report compared the valuation performance as of June 30, 2024, to see how the liabilities have changed since the last valuation. To comply with GASB 75, this report supplements the auditors in the preparation of the district's financial statements as of June 30, 2025.

Fiscal Impact:

Foster and Foster's total service fees of \$500 will be taken from the General Fund.

Based on the reports, the total OPEB liability as of June 30, 2025 is \$1,717,756 or a net change of (\$85,142).

Education Impact:

None

Recommendation:

Recommends that the Board approve the Actuarial Valuation Report of Foster and Foster Actuaries and Consultants as presented.



Foster & Foster Actuaries and Consultants

GASB Statement No. 75 Supplemental Schedules for

Biggs Unified School District

<i>Reporting Period:</i>	<i>July 1, 2024 to June 30, 2025</i>
<i>Measurement Period:</i>	<i>July 1, 2024 to June 30, 2025</i>
<i>Valuation Date:</i>	<i>July 1, 2023</i>

October 20, 2025

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

**Biggs Unified School District
Post-Employment Medical Benefits Plan**

GASB 75 Disclosure Information

Note to Auditors

DFA, LLC (DFA)—acquired by Foster & Foster Consulting Actuaries, Inc. (Foster & Foster) as of January 1, 2024— has prepared the following supplemental schedules to accompany the District’s actuarial valuation as of July 1, 2023 to (1) facilitate preparation of GASB 75 reporting and (2) to provide information that (if applicable) was not determinable as of the valuation date. We have prepared this supplement based on the results of our actuarial valuation and (if applicable) subsequent projections. We are available to discuss and reconcile any differences between your records and our calculations.

Our actuarial valuation report is intended to comply with GASB 75’s valuation requirements (at least one every two years); the following schedules are intended to provide the reporting information specific to the applicable reporting period (July 1, 2024 to June 30, 2025), with updates to the measurement date (June 30, 2025).

Notes to the Financial Statements for the Year Ended June 30, 2025

Plan Description

Plan administration. The District’s defined benefit plan, Biggs Unified School District’s Other Post Employment Benefits Plan (Plan), is a single employer defined benefit health care plan administered by the District. Plan benefits and contribution requirements for both the employee and District are established by labor agreements. All contracts with District employees may be renegotiated at various times in the future, and thus, benefits and costs are subject to change.

Benefits provided. Classified, Confidential, and Classified Management employees may retire with District-paid medical benefits after the later of age 50 and 10 years of continuous service (55 and 15 for Classified employees hired on or after January 1, 2014). Benefits are paid for the lesser of five years or Medicare eligibility age (currently age 65). District contributions are capped at \$15,000 per year for employees who retire on or before June 30, 2015, and \$12,000 per year for employees who retire after June 30, 2015.

As of valuation date, three Classified retirees are earning \$12,000 benefits for five years or until they reach 65 years whichever comes first.

Classified employees hired on or after January 1, 2014, and Confidential employees hired on or after January 1, 2013 are subject to a cap of \$8,400 regardless of date of retirement.

Certificated employees hired before January 1, 2013, may retire with District-paid medical, dental, and vision benefits after the later of age 55 and 15 years of District service credit. Benefits are paid for seven years plus one additional year for each five years of service credit in excess of 15, to a maximum of 10 years of District-paid benefits. The cap is 110% of the maximum District contribution for actives in the



**Biggs Unified School District
Post-Employment Medical Benefits Plan**

GASB 75 Disclosure Information

year of retirement. For retirements between 2007 and 2017 inclusive, an annual District cap of \$12,924 applies.

As of valuation date, two Certificated retirees are earning \$12,924 benefits for ten years or until they reach 65 years old whichever comes first.

Certificated employees hired on or after January 1, 2013, become eligible for retiree health benefits after the later of age 55 and 20 years of District service, and benefits are paid for the lesser of seven years or until Medicare eligibility age (currently age 65). The cap is 100% of the maximum District contribution for active employees in the year of retirement (\$11,749 in 2024). The contribution that the district makes toward coverage shall not be more than the District's Annual Maximum contributions at the time of the unit member's retirement from the District.

As of the valuation date, two Certificated retirees are earning benefits for their lifetime under a former plan of the District.

Certificated Management employees negotiate their own retiree health packages. Contracts currently in effect guarantee benefits at least as valuable as those provided to Certificated unit members.

Plan membership. On July 1, 2023, the most recent valuation date, membership consisted of the following:

Inactive plan members or beneficiaries currently receiving benefit payments	7
Active plan members	67

Contributions. The required contribution is based on projected pay-as-you-go financing requirements. No assets are accumulated in a trust that meets the criteria in Paragraph 4 of GASB Statement No. 75.



**Biggs Unified School District
Post-Employment Medical Benefits Plan**

GASB 75 Disclosure Information

Total OPEB Liability

The District's Total OPEB Liability was measured as of June 30, 2025 and was determined by an actuarial valuation as of July 1, 2023. Standard actuarial update procedures were used to project/discount from valuation to measurement dates.

Actuarial assumptions. The total OPEB liability was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Actuarial cost method	Entry Age, Level Percent of Pay
Valuation of fiduciary net position	No assets held in an irrevocable trust as of the measurement date.
Recognition of deferred inflows and outflows of resources	Closed period equal to the average of the expected remaining service lives of all employees provided with OPEB
Salary increases	3.00 percent
Inflation rate	2.50 percent
Healthcare cost trend rate	5.25 percent for 2025-2029, 5.00 percent for 2030-2039, 4.75 percent for 2040-2049, 4.50 percent for 2050-2069, and 4.00 percent for 2070 and later years; Medicare ages: 4.50 percent for 2025-2029 and 4.00 percent for 2030 and later years.
Preretirement Mortality Certificated	Mortality Rates for active employees from CalSTRS Experience Analysis (2015-2018). Preretirement Mortality Rates from CalPERS Experience Study (2000-2019).
Classified	
Postretirement Mortality Certificated	Mortality Rates for retired members and beneficiaries from CalSTRS Experience Analysis (2015-2018). Post-retirement Mortality Rates for Healthy Recipients from CalPERS Experience Study (2000-2019).
Classified	

Actuarial assumptions used in the July 1, 2023 valuation were based on a review of plan experience during the period July 1, 2021 to June 30, 2023.

Discount rate. For OPEB Plans That Are Not Administered through Trusts That Meet the Criteria in Paragraph 4, GASB 75 requires a discount rate that is a yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The discount rate used to measure the District's Total OPEB liability is based on these requirements and the following information:

Reporting Date	Measurement Date	Bond Index	Bond Rate	Discount Rate
June 30, 2024	June 30, 2024	Fidelity GO AA 20 Years	3.97%	3.97%
June 30, 2025	June 30, 2025	Bond Buyer 20-Bond GO	5.20%	5.20%



**Biggs Unified School District
Post-Employment Medical Benefits Plan**

GASB 75 Disclosure Information

The Total OPEB liability was as follows:

Total OPEB liability	\$1,717,756
Measurement date	June 30, 2025
Reporting date	June 30, 2025
Covered employee payroll	\$5,062,848
Total OPEB liability as a percentage of covered payroll	33.93%

Schedule of Changes in Total OPEB Liability (June 30, 2024 to June 30, 2025)

Total OPEB Liability	
Service Cost	127,184
Interest	74,813
Changes of benefit terms	0
Difference between expected and actual experience	0
Changes in assumptions or other inputs	(195,008)
Benefit payments ¹	(92,131)
Net change in total OPEB liability	(85,142)
Total OPEB liability – June 30, 2024 (a)	\$1,802,898
Total OPEB liability – June 30, 2025 (b)	\$1,717,756

¹ Includes \$73,312 of pay-as-you-go contributions made from sources outside of trust, plus an implicit subsidy amount of \$18,819.



**Biggs Unified School District
Post-Employment Medical Benefits Plan**

GASB 75 Disclosure Information

Sensitivity of the Total OPEB liability to changes in the discount rate. The following presents the Total OPEB liability, as well as what the Total OPEB liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage-point higher than the current discount rate:

	1% Decrease (4.20%)	Discount Rate (5.20%)	1% Increase (6.20%)
Total OPEB liability	1,874,737	1,717,756	1,574,244

Sensitivity of the Total OPEB liability to changes in the healthcare cost trend rates. The following presents the Total OPEB liability, as well as what the Total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease ²	Trend Rate	1% Increase ³
Total OPEB liability	1,517,681	1,717,756	1,953,795

² Trend rate for each future year reduced by 1.00%.

³ Trend rate for each future year increased by 1.00%.



**Biggs Unified School District
Post-Employment Medical Benefits Plan**

GASB 75 Disclosure Information

Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

On June 30, 2025, the District's deferred outflows of resources and deferred inflows of resources to OPEB from the following sources are:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience ^{4,5}	0	(928,715)
Changes in assumptions or other inputs ^{4,5}	161,747	(370,652)
Total	\$161,747	\$(1,299,367)

⁴ Measured on June 30, 2025.

⁵ See Schedule of Deferred Outflows and Inflows of Resources for additional information.

Amounts reported as deferred outflows and deferred inflows of resources will be recognized in OPEB expense as follows:

Fiscal Year ending June 30:	Deferred Outflows of Resources	Deferred Inflows of Resources
2026	41,572	(208,246)
2027	38,111	(208,246)
2028	38,111	(208,246)
2029	18,765	(180,512)
2030	5,038	(173,574)
Thereafter+	20,150	(320,543)



**Biggs Unified School District
Post-Employment Medical Benefits Plan**

GASB 75 Disclosure Information

Schedule of Deferred Outflows of Resources

Difference Between Expected and Actual Experience

Year	Initial Base	Amortization Period	Current Recognition	Current Balance
2017	0	0.0	0	0
2018	0	0.0	0	0
2019	0	0.0	0	0
2020	0	9.2	0	0
2021	0	0.0	0	0
2022	0	9.5	0	0
2023	0	0.0	0	0
2024	0	11.0	0	0
2025	0	10.6	0	0
Total			0	0

Changes in Assumptions or Other Inputs

Year	Initial Base	Amortization Period	Current Recognition	Current Balance
2017	0	0.0	0	0
2018	0	6.7	0	0
2019	84,164	7.3	11,529	3,461
2020	195,310	9.2	21,229	67,936
2021	104,230	8.8	11,844	45,010
2022	0	9.5	0	0
2023	0	9.4	0	0
2024	55,416	11.0	5,038	45,340
2025	0	10.6	0	0
Total			49,640	161,747



**Biggs Unified School District
Post-Employment Medical Benefits Plan**

GASB 75 Disclosure Information

Schedule of Deferred Inflows of Resources

Difference Between Expected and Actual Experience

Year	Initial Base	Amortization Period	Current Recognition	Current Balance
2017	0	0.0	0	0
2018	0	0.0	0	0
2019	0	0.0	0	0
2020	(318,986)	9.2	(34,672)	(110,954)
2021	0	0.0	0	0
2022	(721,126)	9.5	(75,908)	(417,494)
2023	0	0.0	0	0
2024	(489,215)	11.0	(44,474)	(400,267)
2025	0	10.6	0	0
Total			(155,054)	(928,715)

Changes in Assumptions or Other Inputs

Year	Initial Base	Amortization Period	Current Recognition	Current Balance
2017	0	0.0	0	0
2018	(82,061)	6.7	0	0
2019	0	7.3	0	0
2020	0	9.2	0	0
2021	0	8.8	0	0
2022	(302,374)	9.5	(31,829)	(175,058)
2023	(27,881)	9.4	(2,966)	(18,983)
2024	0	11.0	0	0
2025	(195,008)	10.6	(18,397)	(176,611)
Total			(53,192)	(370,652)



**Biggs Unified School District
Post-Employment Medical Benefits Plan**

GASB 75 Disclosure Information

OPEB Expense

The District's OPEB expense (credit) was \$43,391.

Total OPEB Liability (Asset) – beginning (a)	\$1,802,898
Total OPEB Liability (Asset) – ending (b)	\$1,717,756
Change in Total OPEB Liability (Asset) [(b)-(a)]	(85,142)
Change in Deferred Outflows	49,640
Change in Deferred Inflows	(13,238)
Employer Contributions	92,131
Adjustment – OPEB Expense	0
OPEB Expense (Credit) – June 30, 2024 to June 30, 2025	\$43,391

Service Cost	127,184
Interest Cost	74,813
Changes of benefit terms	0
Recognition of Deferred Outflows and Inflows	
Differences between expected and actual experience	(155,054)
Changes of assumptions	(3,552)
Total	(158,606)
Adjustment	0
OPEB Expense (Credit) – June 30, 2024 to June 30, 2025	\$43,391



**Biggs Unified School District
Post-Employment Medical Benefits Plan**

GASB 75 Disclosure Information

Journal Entries⁶

OPEB Expense Journal Entries - June 30, 2025 Reporting Date

		Debit	Credit
Differences between Expected and Actual Experience	Deferred Outflows	\$0	\$0
	Deferred Inflows	155,054	0
Change in Assumptions and Other Inputs	Deferred Outflows	0	(49,640)
	Deferred Inflows	0	(141,816)
Differences between Projected and Actual Investment Earnings	Deferred Outflows	0	0
	Deferred Inflows	0	0
Total OPEB Liability		0	(6,989)
OPEB Expense/(Credit)		43,391	0
<i>Total</i>		<i>\$198,445</i>	<i>\$(198,445)</i>

Employer Contribution Journal Entries - June 30, 2025 Reporting Date

		Debit	Credit
Contributions paid July 1, 2024 to June 30, 2025	Total OPEB Liability/(Asset)	\$92,131	\$0
	Other Healthcare (Implicit Subsidy)	0	(18,819)
	Contributions Expense	0	(73,312)
<i>Total</i>		<i>\$92,131</i>	<i>\$(92,131)</i>

⁶ Provided for illustrative purpose. Actual entries may differ. We are available to discuss any differences.



**Biggs Unified School District
Post-Employment Medical Benefits Plan**

GASB 75 Disclosure Information

Actuarial Certification

The results set forth in this supplement are based on our actuarial valuation of the health and welfare benefit plans of the Biggs Unified School District as of July 1, 2023.

The valuation was performed in accordance with generally accepted actuarial principles and practices. We relied on census data for active employees and retirees provided to us by the District. We also made use of claims, premium, expense, and enrollment data, and copies of relevant sections of healthcare documents provided to us by the District, and (when applicable) trust statements prepared by the trustee and provided to us by the District.

The assumptions used in performing the valuation, as summarized in this report, and the results based thereupon, represent our best estimate of the actuarial costs of the program under GASB 74 and GASB 75, and the existing and proposed Actuarial Standards of Practice for measuring post-retirement healthcare benefits.

Each undersigned actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this report.

Certified by:

A handwritten signature in blue ink, appearing to read "Carlos Diaz", with a stylized flourish at the end.

Carlos Diaz, ASA, EA, MAAA
Senior Consulting Actuary



Analyn Dyer
Chief Business Officer
Biggs Unified School District
300 B Street
Biggs, CA 95917

BIGGS UNIFIED SCHOOL DISTRICT

November 12, 2025

Item Number: 14 C

Item Title: SMAA Claiming Services Agreement with Glenn COE.

Presenter: Analyn Dyer

Attachments: Glenn COE SMAA Contract Agreement

Item Type: ☒ Consent Agenda ☐ Action ☐ Report ☐ Work Session ☐ Other

Background/Comments:

The Biggs Unified School District participates in the School-Based Medi-Cal Administrative Activities (SMAA) Program. A California state program that reimburses districts for administrative costs associated with Medi-Cal. This program helps schools cover costs for activities like Medi-Cal outreach and coordinating services for students and families who are eligible for Medi-Cal, administered by the California Department of Health Care Services (DHCS)

The program uses a Random Moment Time Study (RMTS) methodology to determine statistical data for claims. School District coordinates the program within its region, and Biggs USD belongs to Region 2- Glenn COE.

Biggs USD works with Glenn COE to participate in the time survey and submit invoices to receive reimbursement.

Fiscal Impact:

Despite delays in the reimbursement process, since after Covid-19 pandemic, the average collection is \$13K per year.

Education Impact:

Ongoing support of the Special Education and Health Services Program.

Recommendation:

Recommends that the Board approve the SMAA Claiming Services Agreement with Glenn County Office of Education as presented.

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES
(SMAA) AND LOCAL EDUCATION AGENCY
BILLING OPTION (LEA BOP)
CLAIMING SERVICES AGREEMENT**

This School-based Medi-Cal Administrative Activities and Local Education Agency Billing Option Claiming Services Agreement (hereinafter referred to as "Agreement") is made and entered into this First day of **July 1, 2025**, (hereinafter "Commencement Date") by and between the **Biggs Unified School District** (hereinafter referred to as "local educational agency" or "LEA") having an address at **300 B Street, Biggs, CA 95917** and the Glenn County Office of Education, Region 2, Local Educational Consortium (hereinafter referred to as "LEC") having an address at 311 South Villa Avenue, Willows, California 95988. LEA and LEC shall be hereinafter referred to individually, the "Party" and collectively, the "Parties".

RECITALS

- A. The Department of Health Care Services ("DHCS") is the single agency for the State of California ("State") responsible for administering the California Medical Assistance Program ("Medi-Cal"). Medi-Cal also consists of the School-based Medi-Cal Administrative Activities ("SMAA") and Local Education Agency Billing Option ("LEA BOP") programs, both of which include the Random Moment Time Survey ("RMTS"), for Local Educational Consortia, Region 2, in accordance with California Welfare and Institutions Code Section 14132.47(c)(1). The catalog of Federal Domestic Assistance ("CFDA") number for this federal program is 93.778.
- B. LEC, in accordance with California Welfare and Institutions Code Section 14132.47(c)(1), is the agency responsible for coordination of SMAA, LEA BOP, and RMTS for the California County Superintendents Educational Services Association ("CCSESA") LEC Region 2.
- C. LEC has been designated by DHCS to represent local education agencies located within LEC Region 2 that are participating in the SMAA and LEA BOP programs, pursuant to an agreement dated February 19, 2019(Evergreen) entered into by and between LEC and DHCS (the "DHCS Contract"), which is incorporated herein by this reference.
- D. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for Region 2 providing certain services related to SMAA and LEA BOP programs, including RMTS, in accordance with California Welfare & Institutions Code Section 14132.47.

LEC desires to enter into this Agreement with LEA to provide certain services as described in this Agreement related to the SMAA and/or LEA BOP programs.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the Parties hereby agree as follows:

1. EXCLUSIVE APPOINTMENT AND RESPONSIBILITIES

Subject to the terms and conditions of this Agreement, LEA appoints LEC as its exclusive representative

and service provider within LEC Region 2 for the services related to the administration of (check all that apply):

☒ **The SMAA program.** LEC and LEA shall have the responsibilities as stated in **Exhibit A**.

☐ **The LEA BOP program.** LEC and LEA shall have the responsibilities as stated in **Exhibit B**.

☐ **The SMAA and LEA BOP programs.** LEC and LEA shall have the responsibilities as stated in **Exhibit A** and **Exhibit B**.

2. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

The initial term of this Agreement shall be for a period of one (1) year from the Commencement Date. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless this Agreement is terminated as follows:

i. Mutual Termination: This Agreement may be terminated at least ninety (90) days prior to the end of the then existing term upon mutual agreement of the Parties.

ii. Termination by Law: In addition, the Agreement shall automatically terminate if LEA's participation in the SMAA and/or LEA BOP programs, as applicable, terminates or expires.

iii. Termination by LEC: LEC may terminate this Agreement if (a) LEA fails to pay LEC any amounts when due or, (b) LEA is in material breach or default of any other provision of this Agreement and such default has not been cured within fifteen (15) days after LEC gives LEA written notice describing the breach or default or, (c) for any reason or no reason, at its sole discretion, upon providing thirty (30) days prior written notice to LEA. Upon termination in accordance with this section, LEC may declare all amounts owed to it from LEA for the entire then-current term to be immediately due and payable, terminate access to LEC provided software and third-parties, and cease performance of all of LEC's responsibilities, as applicable, under this Agreement without liability to LEA.

iv. Termination by LEA: LEA may terminate this Agreement with cause upon ninety (90) days advanced written notice prior to the beginning of any RMTS claiming quarter, as defined below, and LEA agrees to pay all LEC fees for services provided through the effective date of termination. The "RMTS claiming quarters" are the three-month periods of October - December, January - March, and April - June. "With cause" as used in this paragraph shall mean LEC is in material breach or default of any provision of this Agreement and such breach or default has not been cured within thirty (30) days after LEA gives LEC written notice describing the breach or default. Notwithstanding the foregoing, once the LEC has submitted an RMTS participant roster report to DHCS, LEA may not terminate this Agreement until the next RMTS claiming quarter survey period. If, for any reason the LEA decides to no longer participate in the SMAA or LEA BOP programs LEA agrees to pay LEC a minimum fee of \$25 per TSP (defined below) for the year.

Upon termination of this Agreement under any circumstances described above, LEC will be entitled to payment for any and all outstanding undisputed invoices for LEC's responsibilities performed under this Agreement. LEC shall return all LEA data or other property given by LEA to LEC to effect the purposes of this Agreement.

3. FEE SCHEDULES

[*Applicable to SMAA reimbursements*] Before distribution of the LEA's SMAA reimbursement, LEC shall deduct and retain from LEA's SMAA reimbursement the mutually agreed upon applicable base rate for the number of the LEA's RMTS quarterly per-time survey participants ("TSP(s)") and any

applicable service components provided by LEC to LEA, as LEC's fee for its services pursuant to this Agreement, in amounts consistent with the then current statewide fee structure, attached hereto as **Exhibit C**, not to exceed fifteen percent (15%) of the total reimbursement received by the LEA ("SMAA Fee"). After deducting the SMAA Fee, LEC will issue reimbursement to LEA on claims approved and paid by DHCS within 45 days receipt of LEA's SMAA reimbursement.

[*Applicable to **LEA BOP reimbursements***] LEC will invoice LEA for its services rendered on LEA BOP claims approved by DHCS, and paid or released to LEA, at the rate of eighteen dollars (\$18.00) per TSP for RMTS participation less than 50 TSPs and twenty-eight dollars (\$28.00) per TSP for RMTS participation of 50 or more TSPs. LEC's invoice is payable within 30 days receipt.

The fees discussed in this Section 3 may be reviewed and/or adjusted, upon mutual written agreement, on a yearly or shorter basis, so that all applicable fees are sufficient to compensate LEC for services performed hereunder, and, for LEC's obligations to DHCS.

4. DISALLOWED INVOICES

In the event LEA's SMAA reimbursement is disallowed after disbursement, the LEA must repay the disallowed amount to DHCS via the LEC and develop a revised invoice for LEC's review and submittal to DHCS. LEC will submit the revised invoice and repayment to DHCS for reconsideration pursuant to California Welfare & Institutions Code Section 14132.47, subsection (k). Should LEC take action to collect disallowed costs not paid by the LEA, the LEA shall reimburse LEC for all costs associated with such action, including, but not limited to any attorney's fees. Under this Section 4, LEA agrees to reimburse LEC within thirty (30) days of receipt of an invoice from LEC evidencing LEC's payment to DHCS for LEA's revised or disallowed invoice.

5. CHANGES

If LEA requests changes after LEC's initial submission to DHCS of any SMAA claims submitted pursuant to this Agreement, at LEA's request, LEC shall prepare and submit a request to DHCS to process such change.

6. LATE FEES

LEA shall submit its SMAA reimbursement claims to LEC on the due date provided by LEC to LEA ("Claims Due Date"). LEA shall pay to LEC twenty-five dollars (\$25.00) per SMAA claim submitted late by LEA after the Claims Due Date.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed or supplied by LEC, in connection with its systems and any patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between LEC and LEA, the sole and exclusive property of LEC. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with LEC and LEA, if any, shall remain the property of LEC.

8. CONTRACTS WITH THIRD PARTY FOR SOFTWARE

Pursuant to California Welfare & Institutions Code Section 14132.47, subdivision (d), the LEC may subcontract with one or more third-party vendors for the provision of administrative activities necessary for the proper and efficient administration of the Medi-Cal program. These services may include software and/or tools including, but not limited to, a web-site, which can be used by LEC and LEA for the collection of data, records and information, for the maintenance of the data, records and information, and for the applicable services provided pursuant to this Agreement.

LEC contracts with PCG (Public Consulting Group) to provide software and other services to administer RMTS services. LEA understands and acknowledges that the LEC has heretofore entered into a license agreement with PCG, a third-party vendor ("Vendor"), for the provision of software and/or billing tools including, but not limited to, a web-site, (hereinafter "SSP Vendor") which may be utilized by both Parties to transmit and store information in connection with this Agreement. In an agreement with the SSP Vendor ("SSP Vendor Agreement"), LEC, as the licensee, has agreed not to interfere with SSP Vendor's proprietary rights, to maintain the confidentiality of certain information and to restrictions on use of the SSP Vendor's product. LEC shall allow the LEA to use the licensed software and/or tools on the condition that the LEA also agrees to be bound by and comply with the licensee's obligations as set forth in the SSP Vendor Agreement. LEC will provide LEA with a copy of licensee's obligations upon request.

Notwithstanding the foregoing, LEC shall not be in breach of this Agreement in the event that the current SSP Vendor Agreement is terminated for any reason. If LEC enters into another third-party contract for the provision of software and/or tools to LEA and that third-party contractor will have access to LEA's student records or be required to maintain the student records of LEA, LEC shall include in the third-party contract provisions reasonably necessary to protect the confidentiality and LEA's ownership of such records.

9. CONFIDENTIALITY OF DATA

The Parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical and student information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each Party's confidence. Each Party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other Party shall be held in confidence to the extent held by law and each Party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other Party except as required by law.

The Parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved Party and therefore the aggrieved Party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

10. DATA INPUT

Providing accurate, complete, and correct data necessary for LEC to perform its services hereunder shall be the responsibility of LEA. LEC shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

LEC shall submit information given to LEC by LEA in a reasonable manner. Any errors, mistakes or liability in connection with the failure of LEC to input such data accurately, provided such data has been accurately, completely and correctly transmitted by LEA to LEC, shall be the

responsibility of LEC to correct.

11. LEA AUTHORIZED USERS.

LEA shall designate those employees and other personnel ("Users") who shall be given access to LEC approved SSP Vendor web-site for completion of the RMTS moments. LEA shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web-site as set forth in this Agreement. LEA shall be responsible for any unauthorized use by its employees and other personnel. LEA agrees that unauthorized use of passwords issued by LEC or SSP Vendor is prohibited. LEA understands that Users and the LEA may be held liable for any unauthorized use and distribution of passwords.

12. LIMITATION OF LIABILITY

LEC shall not be liable for damages or losses to LEA, its employees, agents, or students, relating to lost medical services or data. LEC shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this Agreement resulting from any cause beyond the reasonable control of LEC. LEC's liability, under this Agreement, is limited to the amount paid by LEA for the services under this agreement. LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this Agreement.

13. INSURANCE AND WORKERS' COMPENSATION

If an insurance policy is utilized, general comprehensive public liability insurance, encompassing personal injury and replacement value property damage insurance, shall be provided in an amount not less than \$1,000,000 combined single limit personal injury and property damage for each occurrence endorsed with the following specific language:

Each party is named as additional insured for all liability arising out of the operations by or on behalf of the named insured; and this policy protects the additional insured, its officers, agents, and employees against liability for bodily injuries, deaths, or property damage or destruction arising in any respect directly or indirectly in the performance of the Agreement.

The public liability policy specified above shall be endorsed with the following specific language:

- (1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies have been issued to each insured.
- (2) The insurance provided is primary and no insurance held or owned by LEC shall be called upon to contribute to a loss.
- (3) Coverage provided by this policy shall not be reduced or be canceled without a thirty (30) day written notice given by certified mail.
- (4) The certificates must state that the insurance is under an occurrence based, and not a claims-made, policy/ies.

Certificates of insurance showing the limits of insurance provided, certified copies of all policies, and signed copies of the specified endorsements for each policy shall be submitted to each party and approved prior to receipt of the notice to proceed.

For the purpose of workers' compensation coverage, LEC shall be the employer and shall bear the

responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement in sufficient amounts required by law.

14. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

LEC and LEA shall each defend, indemnify, and hold the other Parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorney's fees and other related costs and expenses.

15. WARRANTY LIMITATION

LEC makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

16. SANCTIONS

The SMAA RMTS methodology requires that the overall pool of moments have at least an 85% return rate of valid moments. If the return rate of valid moments is less than 85%, then all non-returned moments will be coded as non-allowable.

To ensure that enough moments are met for the entire pool of moments, the moments assigned each LEA must have a minimum of 85% compliance. If LEA has non-returns greater than 15% of the total moments assigned for a quarter, the claiming unit will receive a warning letter. LEA's Superintendent or equivalent will be copied on all warning letters sent to the LEA Coordinator. If the LEA is in default the next quarter after being warned, they will not be able to participate for the remainder of that fiscal year.

17. DISPUTE RESOLUTION

Any dispute arising under this Agreement shall first be addressed through mediation. If a dispute arises, either Party may demand mediation by filing a written demand with the other Party. If the Parties cannot agree upon a neutral mediator, each Party, within twenty (20) days after the Parties fail to agree on one mediator, at its own cost shall appoint one mediator and those mediators shall select an impartial mediator to conduct the mediation. The Parties shall equally share the cost of the mediator conducting the mediation.

If the parties are unable to resolve any dispute through mediation as set forth herein, or if any party fails to respond to a demand for mediation, all questions and disputes with respect to the rights and obligations of the parties arising under the terms of this Agreement shall be resolved by binding arbitration. Any Party may demand arbitration by filing a written demand with the other Party. If the parties cannot agree on one arbitrator, each of the Parties, within twenty (20) days after the Parties fail to agree on one arbitrator, at its own cost, shall appoint one arbitrator and those arbitrators shall select an impartial arbitrator to conduct the arbitration.

A hearing on the matter to be arbitrated shall take place before the arbitrator in the County where

LEC is located. The arbitrator shall select the time and place promptly and shall give each Party written notice of the time and place at least ninety (90) days before the date selected. The Parties shall be entitled to conduct discovery by agreement or by order of the arbitrator. Each Party may present any relevant evidence at the hearing. The formal rules of evidence applicable to judicial proceedings shall not govern. Evidence shall be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

The Parties shall share equally the expense of arbitration, and each Party shall bear its own attorney fees and costs incurred in connection with the arbitration.

The arbitrator's decision shall be binding and conclusive on the Parties. A judgment confirming the award may be given by any Superior Court having jurisdiction.

18. GENERAL

- A. COMPLIANCE WITH APPLICABLE LAWS - The Parties agrees to comply with all Federal, State and local laws, rules, regulations, school district and/or governing board policies and regulations now in effect or which may become effective in the future that pertain to the purposes and obligations of this Agreement.
- B. ENTIRE AGREEMENT - This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith.
- C. SUCCESSORS - This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective Parties hereto. Each Party agrees that there are no third-party beneficiaries to this Agreement except to the extent provided herein. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- D. SEVERABILITY - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- E. NOTICES - Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses as follows:
 - (1) FOR LEA: **Biggs Unified School District**
300 B Street
Biggs, CA 95917
 - (2) FOR LEC: **Glenn County Office of Education**
311 South Villa Avenue
Willows, California 95988
Attn: RMTS/SMAA Program
- F. STATE LAW - This Agreement shall be governed by and construed in accordance with the laws of California.
- G. ANTI-FRAUD AND ABUSE - Notwithstanding anything to the contrary herein, this

Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare and Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.

- H. DESCRIPTIVE HEADINGS - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.
- I. INTEGRATION - This Agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the Parties' rights, duties and obligations with respect to the transaction discussed in the Agreement and supersedes all prior agreements, contracts, understandings and commitments, whether written or oral.
- J. AMENDMENT - The Parties agree to negotiate in good faith any amendment to this Agreement that may be required from time to time as necessary for the Parties to comply with the requirements of the DHCS, Medi-Cal, or other applicable law.

19. LEA GOVERNING BOARD AUTHORIZATION

If applicable, the LEA affirms that this Agreement has been approved by the Governing Board of LEA at its meeting on November 12, 2025 and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement. Upon request, the LEA shall provide the LEC with a copy of the resolution evidencing such approval by the Governing Board.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Commencement Date.

SCHOOL DISTRICT (LEA)

GLENN COUNTY OFFICE OF EDUCATION

LEA: **Biggs Unified School District**

By: Doug Kaelin

By: Dusty Thompson

Title: Superintendent

Title: Assistant Superintendent of Business Services

Signature: _____

Signature: _____

Date: November 12, 2025

Date: _____

Please return with original signature to:

Glenn COE
311 S Villa Ave.
Willows, Ca. 95988-2959
Attention: RMTS/SMAA Program

The LEA should retain a copy of this page for your file along with the entire Agreement.

EXHIBIT A - SMAA Claiming Responsibilities

1. **LEC Responsibilities:** As it relates to claims submitted under the SMAA program, LEC shall have the following responsibilities to LEA:
 - a. Act as the liaison between LEA and DHCS.
 - b. Administrative support for LEA's Medi-Cal outreach activities that are eligible for SMAA reimbursement.
 - c. Comply with federal Family Educational Rights and Privacy Act (FERPA) and HIPAA regulations as it relates to student information.
 - d. Give direction to LEA's for gathering necessary audit materials for each claiming quarter.
 - e. Perform necessary aspects of the Random Moment Time Study (RMTS) methodology processing and provide reasonable administrative support, programs, and processes for LEA participation.
 - f. Provide access to SSP Vendor website and/or software for completion of RMTS.
 - g. Provide LEA's designated SMAA coordinator or designee access to trainings according to DHCS requirements.
 - h. Provide reasonably necessary oversight, monitoring, and audit compliance to LEA.
 - i. Provide the data match to provide the Medi-Cal eligibility percentage rate to LEA.
 - j. Review and code at least ten percent (10%) of RMTS "moments", to ensure the moments are complete and assist participating LEA's to finalize incomplete moments.
2. **LEA Responsibilities:** As it relates to claims submitted under the SMAA program, LEA shall have the responsibilities to LEC related to the:
 - a. Submit all forms, documentation, and fiscal data in a manner prescribed by LEC and as required for the successful preparation and submission of SMAA claims.
 - b. Initially and for every quarter thereafter, provide a list of participants with job titles and standardized work hours or "shifts" as defined for the RMTS SSP uploads and updates.
 - c. Quarterly, provide the LEC approved school calendars and notify the LEC of any changes in the approved school calendar throughout the school year.
 - d. Designate a contact person or persons who shall serve as coordinator for all programmatic and fiscal LEA SMAA RMTS activities ("SMAA coordinator(s)").
 - e. Arrange for the LEA SMAA coordinator(s) or designee to attend required training sessions related to the SSP and RMTS methodology and oversees the completion of the RMTS process.
 - f. Immediately notify LEC of any errors and/or omissions in information sent to LEC by LEA.
 - g. Maintain a minimum response rate of 85% of the RMTS moments assigned to the LEA's time survey participants ("TSPs").
 - h. LEA will certify to the LEC and DHCS that:
 - i. The amount of LEA'S general funds or any other funds allowed under Federal law and regulations are expended on the allowable SMAA activities.
 - ii. The availability and expenditure, from allowable non-Federal funding sources, of one hundred percent (100%) of the cost of performing SMAA activities.
 - i. Expenditures represent costs that are eligible for Federal financial participation for that fiscal year.
 - j. Federal regulations require that LEA maintain all records in support of allowable SMAA activities for a minimum of five (5) fiscal years after the end of the quarter in which the LEC receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or final resolution of all audit exceptions, deferrals, and/or disallowances whichever is greater. All records retained must be stored ready-to-review and such records must be available to LEC, State, and Federal reviewers and auditors upon request in accordance with record retention requirements set forth under Title 42 of the Code of Federal Regulations (CFR), Section 433.32. Similarly, the documents that support the construction of a SMAA claim must be

kept five years after the last claim revision. Such records should include at a minimum the following:

- i. Training materials.
- ii. RMTS reports and TSP rosters, including validation of time survey participant attendance and entries.
- iii. Time certification and supporting documentation for direct charge staff.
- iv. Job descriptions.
- v. Medi-Cal percentage documentation.
- vi. Invoice documents and supporting documentation.
- vii. Organizational charts.
- viii. School calendar.
- ix. Outreach materials.
- k. Respond to LEC requests for corrected documents and information and cooperate with LEC to resolve any outstanding matters.
- l. Ensure no duplicative billings.
- m. Provide LEC with student data files required for calculation of the LEA data match percentage.

EXHIBIT B – LEA BOP Claiming Responsibilities

1. **LEC Responsibilities:** As it relates to claims submitted under the LEA BOP program, LEC shall have the following responsibilities to LEA:
 - a. Perform necessary aspects of the Random Moment Time Study (RMTS) methodology processing and provide reasonable support and trainings to LEA for LEA's Medi-Cal activities that are eligible for LEA BOP reimbursement and LEA participation in the LEA BOP program.
 - b. Provide LEA's designated LEA BOP program coordinator or designee access to trainings according to DHCS' RMTS requirements.
 - c. Review and code at least ten percent (10%) of RMTS "moments", to ensure the moments are complete and assist LEA to finalize incomplete moments.
 - d. Provide access to SSP Vendor website and/or software for completion of RMTS.
 - e. Work with the LEA to gather the financial data necessary for program oversight and monitoring for RMTS.
 - f. Provide the data match to provide the Medi-Cal eligibility percentage rate to LEA.
2. **LEA Responsibilities:** As it relates to claims submitted under the LEA BOP program, LEA shall have the following responsibilities to LEC:
 - a. Designate an LEA BOP program coordinator.
 - b. Ensuring that all staff the LEA intends to bill for under the LEA BOP program are entered into the RMTS pool of participants.
 - c. Determine whether the services provided to students are eligible for reimbursement through the LEA Medi-Cal Billing Option Program and so advise LEC.
 - d. Maintain all LEA BOP billing documentation and records in support of allowable LEA BOP activities for a minimum of three (3) fiscal years after the end of the quarter in which the LEC receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or final resolution of all audit exceptions, deferrals, and/or disallowances whichever is greater. All records retained must be stored ready-to-review and such records must be available to LEC, State, and Federal reviewers and auditors upon request in accordance with record retention requirements of the State and Federal laws, rules, and regulations. Similarly, the documents that support the construction or revision of a LEA BOP claim must be kept 3 years after the last claim revision. Such records should include at a minimum the following:
 - i. Training materials.
 - ii. RMTS reports and TSP rosters, including validation of time survey participant attendance and entries.
 - iii. Time certification and supporting documentation for direct charge staff.
 - iv. Job descriptions.
 - v. Medi-Cal percentage documentation.
 - vi. Invoice documents and supporting documentation.
 - vii. Organizational charts.
 - viii. School calendar.
 - ix. Outreach materials.
 - e. Maintain a minimum response rate of 85% of the RMTS moments assigned to the LEA's time survey participants ("TSPs").
 - f. LEA will certify to the LEC and DHCS that:

- i. The amount of LEA's general funds or any other funds allowed under Federal law and regulations are expended on the allowable LEA BOP activities.
 - ii. The availability and expenditure, from allowable non-Federal funding sources, of one hundred percent (100%) of the cost of performing LEA BOP activities.
- g. Expenditures represent costs that are eligible for Federal financial participation for that fiscal year.
- h. LEA will ensure it complies with all areas of participation in the LEA BOP including active participation in the Random Moment Time Study (RMTS) process.
- i. Prepare the annual Cost and Reimbursement Schedule ("CRCS") in accordance with the claim guidelines approved by DHCS.

EXHIBIT C – STATEWIDE FEE STRUCTURE

Proposed 2022-23 SMAA Standardized Fee Structure

	Statewide SMAA Fee Structure	Fee/TSP
1	Base Rate (Standard)	\$ 24
2	Base Rate (Reduced)	\$ 14
	Service Components	Fee/TSP
3	RMTS Web-Based Platform	\$ 2
4	TSP List Development Assistance	\$ 1
5	Quality Assurance Assistance of Program	\$ 1
6	QA Assistance - TSP Lists and Calendars, Financials, Invoicing	\$ 9
7	LEC Technical Assistance	\$ 1
8	Invoicing Component	\$ 5
9	Invoicing Component	\$ 18
10	LEA Data Match	\$ 1
11	Audit Support Documentation Storage	\$ 1
12	Additional Fees: Sample per Pool	\$ 1
13	Additional Fees: Coding	\$ 1
14	Additional Fees: Consortia Fee	\$ 1

1	Base Rate (Standard) - consists of the expenses incurred by the LECs to run the SMAA program. - including Salaries & Benefits, DHCS Fees, Travel, and Misc. Office Expenses.
2	Base Rate (Reduced) - Quarterly TSP Count less than or equal to 50 - Low Medi-Cal Eligibility Rate (MER) - Rural Areas - Other circumstantial factors to ensure LEAs are receiving the best rate available
3	RMTS Web-Based Platform - consists of fees incurred in-house or paid by the LECs to third-party vendors for running the RMTS Platform via the internet, which is configured to meet current DHCS/CMS system requirements.
4	TSP List Development Assistance -- consists of fees incurred in-house or paid by the LECs to a third-party to perform Quality Assurance (QA) on Time Survey Participant (TSP) lists, which includes, but is not limited to, identification of duplicate and missing information, verification of staff job classifications, and calendar verification of student non-attendance days.

5	Quality Assurance Assistance of Program - consists of fees incurred in-house or paid by the LECs to a third-party to perform Quality Assurance (QA) on TSP's. Entering or Reviewing TSP list in the RMTS platform.
6	QA Assistance - TSP Lists and Calendars, Financials, and Invoicing consists of fees incurred in-house or paid by the LECs to a third-party to Review the invoice and perform cost analyses of all invoice documents to ensure that all costs meet the standards for Certified Public expenditures. Reviewing or Entering TSP List into RMTS platform.
7	LEC Technical Assistance - consists of fees incurred in-house or paid by the LECs to a third-party to assist the LEC with DHCS compliance inside the platform.
8	Invoicing Component - - Prepare the Invoice Template - Collect the Data from the Districts - Perform Quality Assurance Analysis on the Data
9	Invoicing Component - Prepare the Invoice Template - Collect, Review, and Verify the Data from the Districts - Preparation of Final Invoice for Signature and Submittal - Work with LEAs for Timely Reporting - Policy Support for DHCS-Related Policy Updates
10	LEA Data Match Capabilities -consists of the expenses incurred by the LECs to define the Medi-Cal Eligibility Rate
11	Audit Support Documentation Storage -Provide electronic secure storage via web-based platform
12	Additional Fees: Sample per Pool - consists of fees incurred in-house or paid by the LECs to a third party for generating moments, including a review of moments and clarifying questions.
13	Additional Fees: Coding - consists of fees incurred in-house or paid by the LECs to a third party for coding of random moments.
14	Additional Fees - Consortia Fee

- LEC has discretion of rate of charge so long as annual totals adhere to fee structure guidelines.
- LEA may not be charged more than 15% of their reimbursement.

BIGGS UNIFIED SCHOOL DISTRICT

November 12, 2025

Item Number: 14 D

Item Title: Update regarding 403(b)/457(b) Administration Services

Presenter: Analyn Dyer

Attachments: Service Agreement with OMNI & TSAG Compliance Services

Item Type: ☒ Consent Agenda ☐ Action ☐ Report ☐ Work Session ☐ Other

Background/Comments:

The Biggs Unified School District has a prior agreement with Tax Deferred Solutions (TDS), a California-based full-service company that administers retirement and other benefits plans, including 403(b) and 457(b) plans, for school district employees.

The TDS plan Admin operation center has moved into the OMNI Systems. The actual company, TDS, no longer has the infrastructure to administer 403(b) /457(b) plans, and beginning 10/27/2025, will officially complete the migration from TDS to OMNI.

As the district has already participated in TDS, there is no need for a platform transition. All employer/employee logins and passwords will remain the same by visiting www.omni403b.com instead of www.tdsplans.org.

U.S. OMNI and TSACG Compliance Service are two financial compliance and administration firms that merged in 2021 which focus on providing a comprehensive suite of retirement plan compliance and administration services. Primary clients are employers in the public education, governmental, and nonprofit sectors.

Fiscal Impact:

None

Education Impact:

None

Recommendation:

Recommends that the Board approve the OMNI & TSACG Compliance Services Agreement as presented.

Services Agreement

This service agreement ("AGREEMENT") is entered into this 12 day of November, 2025 (the "EFFECTIVE DATE") by Biggs Unified School District, having a principal place of business located at 300 B Street, Biggs, CA 95917 ("EMPLOYER"), and U.S. OMNI & TSACG Compliance Services, Inc. ("OMNI/TSA"), having principal places of business at at 220 Alexander St. Suite 400 Rochester, NY 14607. This AGREEMENT sets forth the terms and conditions under which OMNI/TSA shall provide third party administrator services for EMPLOYER. It incorporates by reference and is governed by the Master Terms and Conditions ("MTC") located at <https://www.tsacg.com/TSA/media/TSA/content-files/forms/OMNI-TSA-NY-Address-Terms-and-Conditions.pdf>

1. Scope of Work

WHEREAS, EMPLOYER sponsors certain voluntary retirement programs under Section 403(b), 457(b), 401(a), and other related plans ("Plan(s)") of the Internal Revenue Code (IRC), and OMNI/TSA provides retirement plan consulting, compliance, and administration services to Employers for such Plan(s). The parties agree that OMNI/TSA shall act as the third party administrator for EMPLOYER'S Plan(s) as of the EFFECTIVE DATE in accordance with the below-described provisions.

2. Responsibilities at Implementation

- a. Necessary Information -- EMPLOYER agrees to provide and/or render reasonable assistance to provide OMNI/TSA all information relevant to the Plan(s) that is necessary for OMNI/TSA to fulfill its obligations under this AGREEMENT and implement services. EMPLOYER further agrees to provide all necessary information on a timely basis relative to services provided and service dates set forth in this AGREEMENT or agreed to by the Parties.
- b. Necessary Data -- EMPLOYER agrees to provide all available data necessary to complete the services provided by OMNI/TSA as outlined in this AGREEMENT. Such data shall include, but not be limited to, existing plan documents, any relevant EMPLOYER policies and procedures, participating service provider information, other benefit plans that may affect the administration/compliance of the Plan(s), employee data relevant to Maximum Allowable Contribution (MAC) calculations to the extent possible, demographic/census data for all employees, and all additional information deemed necessary to permit OMNI/TSA to fulfill its obligations set forth in this AGREEMENT and implement services. Data required shall be supplied electronically by EMPLOYER in a format mutually agreed upon by the Parties.
- c. Necessary Agreements -- OMNI/TSA shall provide all forms and agreements necessary for participants to contribute to the plan(s) such as the Salary Reduction Agreement ("SRA") and plan transaction forms. OMNI/TSA shall communicate any confidential information, including but not limited to plan contribution changes to EMPLOYER'S payroll department through secure e-mail, or other mutually agreeable platform that can securely transmit confidential information. OMNI/TSA shall enter into Information Sharing Agreements ("ISA") with Investment Providers on behalf of EMPLOYER. EMPLOYER agrees to execute an Authorization of Agency and SRA waiver and assist, as needed, in procuring any necessary agreements and forms to accomplish the implementation.

3. Ongoing Administration Services

OMNI/TSA shall provide the following ongoing administrative services:

- a. Participant Support services to address any plan inquiries.
- b. Maintain records of all transactions processed by OMNI/TSA and any records of data preceding OMNI/TSA services as provided by EMPLOYER.
- c. Maintain a distribution account for plan contributions.
- d. Serve as the common remitter for the Plan and promptly remit all funds to the employee's selected investment provider.
- e. Process SRA's received online, fax, or mailed. OMNI/TSA shall communicate plan contribution changes by secure email to the EMPLOYER'S payroll department or other mutually agreeable platform that can securely transmit confidential information.
- f. Process all plan transactions such as age/severance/disability/death distributions, contract exchanges, transfers, loans, hardship/unforeseeable emergency withdrawals, service credit transfers, rollover contributions and QDRO's provided that EMPLOYER has begun to remit, and OMNI/TSA has been in possession, of all necessary documents such as EMPLOYER'S written plan.

- g. Provide EMPLOYER with yearly contribution limits for all contributing employees, including all applicable catch-up provision, and ongoing calculation and monitoring of said limits.
- h. Provide a Plan Document and provide amendments to the Plan pursuant to EMPLOYER'S request or changes in law during the term of this AGREEMENT.
- i. Verify that investment accounts are ready to receive contributions prior to communicating a contribution change to the EMPLOYER.
- j. Provide the EMPLOYER with a yearly notice of its plan to all eligible employees for 403(b) Universal Availability purposes. EMPLOYER shall distribute this notice to all employees at least once each calendar year.
- k. Agrees to cooperate with and offer assistance to the EMPLOYER in the event of an IRS audit of its 403(b) and/or 457(b) plan.
- l. Provide ongoing assistance, guidance, and information to Employers, their officials/administrators, employees, union representatives or investment providers with respect to the Plan including contributions, transactions, documents or any other related issues.
- m. Upon request, issue federal 1099-R form(s) for plan participants with respect to plan distributions that do not qualify for tax deferred treatment.
- n. Provide ongoing administrative support to Employer, including but not limited to, the development of appropriate policies/procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs that may be beneficial to the Employer and its employees.

The EMPLOYER shall perform the following:

- a) Transfer plan contribution funds via ACH or wire to OMNI/TSA's distribution account for remittance to employee's selected investment provider.
- b) Establish a secure email or other mutually acceptable platform to permit OMNI/TSA and EMPLOYER to transmit and receive confidential information and data.
- c) Provide OMNI/TSA with relevant information and data to permit OMNI/TSA to fulfill its obligations set forth in this AGREEMENT.
- d) Maintain responsibility of characterization of non-elective contributions and any other agreement it has relevant to the Plan(s), including but not limited to collective bargaining agreements, memorandum of agreements, etc.

Instruct staff to cooperate fully with OMNI/TSA and obtain all necessary information for OMNI/TSA to complete its duties set forth in this AGREEMENT.

4. Fees

EMPLOYER agrees that OMNI/TSA's fees for 403(b) and/or 457(b) administration services at the rates and methods shown in the Plan and Fee Schedule attached hereto as EXHIBIT A.

5. Term of Agreement

This AGREEMENT shall commence on the Effective Date and shall remain in effect until otherwise terminated. Either party may terminate this AGREEMENT upon 30 days written notice to the other party. Either party may cancel this AGREEMENT, immediately, in whole or in part, for material default, material breach, insolvency, bankruptcy, and inability to pay debts, or similar financial circumstances by the other. In the event of any such termination, OMNI/TSA shall invoice the EMPLOYER for any amounts due and payable for Services rendered to EMPLOYER prior to the effective date of termination and EMPLOYER shall pay such invoice within ten (10) days of EMPLOYER'S receipt thereof. Upon payment of such invoice, OMNI/TSA shall deliver to EMPLOYER all work completed up to the effective date of such termination and neither party shall have any further obligation or liability to the other.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by the duly authorized representatives as follows:

EMPLOYER

Biggs Unified School District

Signed: _____

Print Name: Doug Kaelin

Title: Superintendent

Date: 11/12/2025

EIN: 94-6002126

U.S. OMNI & TSACG COMPLIANCE SERVICES

Signed: *Sarah Breiner*

Print Name: Sarah Breiner

Title: Managing Director and General Counsel

Date: 10/10/2025

EIN: 16-1538542

EXHIBIT A

Plan and Fee Schedule

Services

- 403(b)/457(b) administration

Payment Option - K-12

Investment Provider Plan Participant (SPARK) Pay

- Exclusive Investment Provider Pay
 - 403(b)/457(b) - OMNI/TSA administrative fees are paid by the plans investment providers on a per month per Plan Participant (SPARK) account basis as set forth in the applicable agreement between OMNI/TSA and the Investment Provider.

Employer Name: Biggs Unified School District, CA

Initials _____

Authorization of Agency

Biggs Unified School District (Employer) with offices located at 300 B Street , Biggs, CA 95917, pursuant to the terms and conditions of its Services Agreement with U.S. OMNI/TSACG Compliance Services, Inc., with principal office located at 220 Alexander St., Suite 400, Rochester, NY 14607 ("OMNI/TSACG") hereby appoints OMNI/TSACG as its duly authorized agent, to have full power and authority, as your Third Party Administrator ("TPA") to act on your behalf in any and all compliance matters pertaining to your 403(b) and/or 457(b) program, including but not limited to entering into Information Sharing Agreements with various service providers, pursuant to Section 1.403(b)-10(b)(2) of the Treasury Regulations.

Accordingly, OMNI/TSACG is authorized to execute any and all documents in connection with its role as your TPA, and do all things incidental to or in furtherance of compliance with Section 403(b) laws and regulations.

This authorization shall remain in full force and effect until such time as your Services Agreement with OMNI/TSACG expires or is terminated.

To induce any third party to act in reliance upon this document, you hereby agree that any third party receiving a duly executed copy, facsimile, or electronic form of this document may act in reliance thereon, and that revocation or termination of this document shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party.

The individual whose signature appears below is duly authorized to execute this document.

Employer's Name: Biggs Unified School District

By: __Doug Kaelin__ (please print the name of individual signing)

Title: _Superintendent_

Signature: _____ Date: __11/12/2025__

Address: 300 B Street , Biggs, CA 95917

Telephone Number: __530-868-1281__

Email: __dkaelin@biggs.org__

_____ 12th day _____ of __November__, 2025 __

Witness Signature: _____

Witness (Printed Name): __Analyn Dyer__

Witness Signature: _____

Witness (Printed Name): __Loretta Long__

BIGGS UNIFIED SCHOOL DISTRICT

November 12, 2025

Item Number: 14 E

Item Title: California Consulting, Inc.- Grant Writing Services

Presenter: Analyn Dyer

Attachments: California Consulting Service Agreement

Item Type: ☒ Consent Agenda ☐ Action ☐ Report ☐ Work Session ☐ Other

Background/Comments:

California Consulting Company is the largest grant-writing company in the state and has written more than 1,000 competitive federal, state, and private foundation grant applications that have been awarded to clients. Part of their services is conducting research and grant identification, reporting, posting award compliance, and program evaluation.

Unlike loans, grants do not require repayment, making them an invaluable source of support.

Fiscal Impact:

Per the contract agreement

Education Impact:

If approved and accepted, grant writing services will significantly benefit the Biggs Unified School District by securing external funding for initiatives that will continuously enhance educational excellence and foster innovation. These grants will attract additional support, ensuring a lasting, positive impact on students and staff.

Recommendation:

Recommends that the Board approve the California Consulting Services Agreement as presented.

GRANT WRITING SERVICES AGREEMENT

DATED: October 29, 2025

PARTIES: California Consulting, Inc. (hereinafter the “Consultant”); and
Biggs Unified School District, (hereinafter the “Client”)

AGREEMENT:

The undersigned hereby agree to the following terms and conditions:

Section 1. Duties of Consultant: During the term of this Agreement, Consultant shall provide the Client as follows:

- a. Grant writing at the direction of the Client on specific grants identified by the Client.

Section 2. Time for Performance of Duties: Notwithstanding any other term or condition of this Agreement, Client specifically acknowledges that Consultant has other clients and/or outside employment. Consultant shall have control over the time and manner of performing its duties described in Section 1, and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement.

Section 3. Term of the Agreement: The effective date of this Agreement is October 30, 2025, and shall continue on a month-to-month basis allowing either party to discuss new terms at any time.

Section 4. Compensation: Client shall pay Consultant for grant writing services as described in Section 1. Consultant shall provide Client with a written invoice monthly. Client agrees to pay invoice within 30 days of receipt.

The following is a breakdown of cost Per Grant:

Grant Amount Request	Cost
Up to \$10,000	\$2,000
\$10,001 - \$50,000	\$5,000
\$50,001 - \$200,000	\$8,000
\$200,001 - \$500,000	\$10,000
\$500,001 - \$2,000,000	\$12,000
Over \$2,000,000	\$15,000 - \$18,000

Cost will be determined based on complexity of grant preparation for all grants exceeding \$2,000,000. Consultant will provide Client with cost prior to commencing work on grant selected by Client. If Client decides to withdraw the application or cease work on the application prior to submission and after work has begun, Client agrees to pay Consultant for work completed at an hourly rate of \$150.00, not to exceed the total amount of the per grant rate. Consultant will provide Client with breakdown of time spent along with invoice.

Section 5. Expenses: The Client agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client. Such expenses typically might include, but are not limited to, mileage, conference calls, copies, binding costs, postage, parking, travel, and lodging expenses. Consultant shall provide Client with a receipt and a description of the expense with the invoice.

Section 6. Relationship: Consultant shall perform its grant writing services hereunder as an independent contractor and not as an employee of the Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that Consultant shall have no authority to act for, represent or bind the Client or any affiliate thereof in any manner, except as may be agreed to expressly by the Client in writing from time to time.

Section 7. Confidentiality: Except in the course of the performance of its duties hereunder, each party agrees that it shall not disclose any trade secrets, know-how, or other proprietary information not in the public domain learned as a result of this Agreement. Similarly, the parties agree that they shall not disclose or divulge this Agreement, or any of its term or conditions to third parties, except as is necessary to perform the terms and conditions stated herein.

Section 8. Indemnification: The Client agrees to indemnify and hold harmless the Consultant, its members, officers, directors, employees, attorneys, and contractors and each person who controls Consultant or any of its affiliates from and against any demands, losses, claims, actions or causes of action, damages, judgment, arbitration awards, liabilities (whether absolute or accrued, contingent or otherwise), costs, and expenses whatsoever (including reasonable costs of investigation or defending any action) to which they or any of them may become subject under any applicable law arising out of Consultant's performance under this Agreement and will reimburse Consultant for all expenses (including counsel fees) as they are incurred. Consultant maintains liability insurance in the amount of one million dollars.

Section 9. Assignment: This Agreement shall not be assignable by either party; provided however, that Consultant shall have the discretion to allocate its duties hereunder to owners, affiliates, or employees of Consultant.

Section 10. No Guaranteed Result: Client acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.

Section 11. Prior Agreements: This Agreement shall supersede any prior agreements between the parties, and serves as the sole and only agreement between them. This Agreement may only be modified by a writing signed by both parties.

Section 12. Governing Law: This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes shall be construed in accordance with the laws of said State.

Section 13. Attorney's Fees: The prevailing party in any action filed that arises out of this Agreement shall be entitled to recoup their reasonable attorney's fees and costs from the other party.

Section 14. Notices: All notices will be sent via certified mail or overnight courier to:

Consultant at: California Consulting, Inc.
214 Main Street, Suite 102
El Segundo, CA 90245

Client at: Biggs Unified School District
300 B Street
Biggs, CA 95917

Section 15. Termination: This Agreement may be terminated by either party for any reason not in violation of federal and/or California State law upon thirty (30) days written notice to the other party. Client shall compensate Consultant for all services rendered prior to the date of termination. There shall be no liquidated damages in the event of termination under this provision.

IN WITNESS THEREOF, this Agreement is executed on the dates set forth below and effective on the date first set forth above.

“CONSULTANT”

“CLIENT”

California Consulting, Inc.

Biggs Unified School District

By _____

Steven N. Samuelian, CEO

Name: _____

Title: _____

SECTION 00 41 13
BID FORM

SECTION 00 41 13

BID FORM

GENERAL CONTRACTOR NAME: Michael A Roberts Construction

BID TO PERFORM CERTAIN WORK:

BUSD Admin. Reroof
For Biggs Unified School District
300 B. Street,
Biggs, CA 95917

Bids will be received up to and no later than 2:00 pm on 10/17/2025. Bids shall be at the District Office,
Biggs Unified School District 300 B Street Biggs, CA 95917

Ladies and Gentlemen:

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, equipment, transportation and services for Biggs Unified School District in strict conformity with the plans, specifications and other documents on file at the office of the Architect, Nichols, Melburg & Rossetto, 555 Main Street, Suite 300, Chico, CA 95928.

BASE BID: One hundred sixty nine thousand seventy two DOLLARS (\$ 169,072.00)

If Notified within sixty (60) days of the date of receiving bids the undersigned hereby agrees to sign said Contract and furnish the necessary bonds within ten (10) days after written notice of the award of said Contract.

The undersigned has examined the location of the proposed work and is familiar with the Plans, Specifications and other Contract Documents, and with local conditions at the place where the work is to be done.

The undersigned has examined carefully all the above figures and understands that Biggs Unified School District will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

(The undersigned hereby agrees the contract time noted in the Instruction to Bidders is reasonable.)

ENCLOSED PLEASE FIND BIDDER'S BOND,

CERTIFIED OR CASHIER'S

CHECK NO. _____

AMOUNT \$ _____

BANK NAME _____

September 2025

BUSD Admin. Reroof
Biggs Unified School District
NMR Project No. 25-2141

00 41 13



Nichols, Melburg & Rossetto

Agreement

Architectural and Engineering Design Services Agreement Between Client & Architect

This AGREEMENT is made on November 03, 2025

Between the CLIENT: Biggs Unified School District (BUSD)
300 B Street
Biggs, California 95917

And the ARCHITECT: Nichols, Melburg & Rossetto (NMR)
555 Main Street, Suite 300
Chico, CA 95928

For the PROJECT: **Biggs Middle School New Classroom Building**

LOCATION: Biggs Middle School
300 B Street
Biggs, California 95917

DESCRIPTION AND UNDERSTANDING OF PROJECT

Based on previous meetings with the Biggs Unified School District representatives, it is our understanding that the district desires to construct a new classroom building to the north of the existing outdoor pool on the Biggs Unified School Campus. The new classroom building will consist of 4 standard size (960 sq. ft.) classrooms. The conditioned space of the building will be roughly 4,000 square feet. The building will have a six-foot deep overhang on the south side creating a covered walkway in front of the building (see attached site plan). This project will also provide an accessible path of travel from the building to the adjacent walkways. The building will be a single-story wood structure with 9' interior ceilings and a simple gable roof structure and stucco exterior wall finish. New landscaping will also be incorporated in all planters within 8' of the building on all sides. This proposal includes design services required to prepare construction documents for review and approval with DSA and necessary construction administration services for DSA certification of the project.

1. ARCHITECT'S BASIC SERVICES & RESPONSIBILITIES

1.1. SCHEMATIC DESIGN PHASE

- 1.1.1. An initial site visit will be performed to assess existing conditions and to familiarize the design team with existing site conditions and projects constraints.
- 1.1.2. Geotechnical engineering report is not included in this design proposal. The client will need to engage a geotechnical engineer to provide a soils report for the design teams use on the project. Design team will assess soil conditions based on geotechnical engineer recommendations and coordinate drawings based on soils report and design team will assist in submittal of the report for CGS and DSA review.
- 1.1.3. Preliminary building elevations, building floor plan and site modifications will be developed for review and approval of facility representatives.

- 1.1.4. Preliminary review of site utilities, electrical capacity, landscape requirements and documentation of facility standards as related to the project will be developed.
- 1.1.5. No cost estimating services are included in the project. We can use historical cost per square foot values to estimate project costs as requested by the client if needed.

1.2. DESIGN DEVELOPMENT PHASE

- 1.2.1. Further develop preliminary floor plans and site configurations for facility review
- 1.2.2. Submit drawings to the Owner for their review and critique.
- 1.2.3. Revise the drawings once and resubmit for final Phase review.

1.3. CONTRACT DOCUMENTS

- 1.3.1. Prepare architectural, civil, landscape, mechanical, plumbing, electrical, structural engineering, low voltage and fire alarm plans for the permitting, bidding and construction of the Classroom Building.
- 1.3.2. Coordinate finish selections with the facility. The proposal does not include time for the services of a licensed interior designer but it does include time for our internal interior consultant to assist in color and finish selections for the project. The architect will input this information into the schedules on the plans for bidding purposes.
- 1.3.3. Coordinate product specifications with the Owner.
- 1.3.4. Submit drawings to the Owner for their review at the 50% completion point.
- 1.3.5. Refine the drawings and prepare specifications.
- 1.3.6. Submit drawings to the Owner for their review at the 90% completion point.
- 1.3.7. Complete the Construction Documents.

1.4. PERMITTING AND BIDDING

- 1.4.1. Assist District in their responsibility for filing documents required for DSA approval and prepare DSA Forms and submit the documents electronically for DSA plan review.
- 1.4.2. Respond and resolve issues during plan check. This work will be submitted electronically for DSA review.
- 1.4.3. Address questions raised by contractors in connection with obtaining bids for construction. Interpret the intent of the construction documents and issue Clarifications and/or Addenda as required.

1.5. CONSTRUCTION ADMINISTRATION

- 1.5.1. Architect has included time for a monthly site visit to review building progress. Other engineering consultants have included time for two site visits during construction and a final site visit at the completion of the project. It is assumed that the construction duration of this project will be 9 months. Beyond the monthly site visit by the architect, the architect will be available for a weekly construction meeting via video or conference call.
- 1.5.2. Issue Clarifications as required.
- 1.5.3. Issue Change Orders required due to unforeseen conditions or minor conflicts in the construction documents.
- 1.5.4. Change Orders due to District requested revisions are Additional Services.
- 1.5.5. Review and process contractor's pay requests.
- 1.5.6. Make a final site observation visit and prepare a Punch List.
- 1.5.7. Issue Notice of Substantial Completion and assist District in recording a final Notice of Completion.

2. ADDITIONAL SERVICES

The following services are not included in our scope of services, but can be provided by NMR as an additional service, billed in accordance with the attached hourly rate and reimbursement schedule.

- 2.1. Design for dry-pipe fire sprinkler systems, fire pumps, or fire water storage tanks.
- 2.2. Fire flow testing.
- 2.3. Design of any fire sprinklers required for the project.
- 2.4. Payment of entitlement, review, development, permit, testing or inspection fees.
- 2.5. Preparation of plats or legal descriptions.
- 2.6. Presentation drawings or renderings beyond the Scope of Work identified above.
- 2.7. Work required due to default of contractors or serious deficiencies in the work of contractors.
- 2.8. Additional scope Change Orders requested by the client.
- 2.9. Design services related to upgrades to other existing buildings on the site.
- 2.10. LEED Consulting services.
- 2.11. Commissioning services, equipment testing and air balancing services.
- 2.12. Lighting system commissioning or programming services.
- 2.13. Utility coordination, it is assumed that the existing services are adequate for the modifications.
- 2.14. Upgrades to the upstream electrical infrastructure.
- 2.15. Design related to microgrid or battery energy storage systems.
- 2.16. Design related to Site Lighting or EV Charging Stations. It is assumed that any desired parking lot upgrades or modifications will be done outside of this project scope.
- 2.17. Public presentation quality colored site plans.
- 2.18. Storage tank, pressure tank or pump design to handle domestic or fire water flows is not included.
- 2.19. Electrical Load studies if required shall be provided by the facility.
- 2.20. Generator design.
- 2.21. Design of loading docks, retaining walls, or service facilities appurtenant to the buildings is not included.
- 2.22. It is assumed that no upgrades to the on-site storm drain is required to accommodate the upstream off-site drainage and new drainage from project. If this is not the case, this can be addressed through an additional service.
- 2.23. It is assumed that a water connection is available on campus and has capacity to accommodate the new building. It is also assumed that this location will be pointed out at the campus by school personnel. This scope of work does not include new wells or pumping systems.
- 2.24. This contract does not include any qualified SWPPP Practitioner (QSP) or QSD work since it is assumed that the total disturbed dirt area will be less than 1-Acre.
- 2.25. Preparation of parcel maps, easements, legal descriptions, etc. is not included.
- 2.26. Preparation and processing of drawings and documents for environmental impact reports, assessment districts and maintenance districts.
- 2.27. The design of custom manholes, junction structures or piping facilities for storm water or sanitary sewer is not included. All sewer and storm drains will be gravity fed systems.
- 2.28. Exterior traffic noise/vibration study.
- 2.29. Acoustical services for this building will be provided as an additional service.
- 2.30. It is assumed that a current title report will be provided for the property at no cost to the design team.
- 2.31. Coordination, preparation and processing of drawings, documents, applications, attendance at public hearings, etc. during the planning/use permit/zoning phase of the project is not included.
- 2.32. Preparation of drawings and documents for environmental impact reports, easements, assessment districts, and annexations is not included.

3. CLIENT'S RESPONSIBILITIES

- 3.1. Client shall, at its own expense, provide full information concerning its design objectives, constraints and criteria. Client shall furnish existing building plans and other data available as expeditiously as necessary for the orderly progress of Architect's professional services.
- 3.2. Architect shall be entitled to rely on accuracy of the information provided by Client.
- 3.3. Client, with consultation from Architect, shall make application to all agencies having jurisdiction over the Project and shall pay all plan review fees, permit fees, application fees and development fees.
- 3.4. Client shall arrange and pay for material testing as required by law or the Contract Documents.
- 3.5. Client shall arrange and pay for an Inspector of Records as required by DSA.
- 3.6. Client shall maintain a reasonable construction contingency for unknown conditions, minor defects or omissions in the design documents, and escalation in the price of materials and labor.

4. HAZARDOUS MATERIALS

- 4.1. Both parties acknowledge that the Architect's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Architect or any other party encounters any hazardous or toxic materials, or should it become known to the Architect that such materials may be present on or about the Project site or adjacent areas that may affect the performance of Architect's services, the Architect may, at its option and without liability for consequential or other damages, suspend performance of its services under this Agreement until Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the Project site is in full compliance with all applicable laws and regulations.

5. OWNERSHIP AND USE OF DOCUMENTS

- 5.1. All original drawings, specifications and reproductions made for or in conjunction with this Project shall remain and exclusive property of Architect. Client shall have the right to use documents prepared by Architect in connection with future work to the Project. Architect shall retain one (1) reproducible set of plans of the Project for the purpose of answering future questions raised by Client. If Client uses any drawings or other materials prepared by Architect for any purpose other than the construction of the Project, Architect shall not be liable to Client for any damages resulting from such use and Client shall indemnify and hold Architect harmless from any claim made by a third party for such use.

6. PROFESSIONAL LIABILITY

- 6.1. Architect agrees to maintain professional liability insurance in force throughout the duration of the project with a policy limit of \$2 million per claim.
- 6.2. It would be unfair for the Architect to be exposed to liability for its failure to perform a service not included in the scope of work described in this agreement. Client hereby waives any claim against Architect and agrees to defend, indemnify and hold Architect harmless from any claim or liability for injury or loss allegedly arising from Architect's failure to perform a service not included in the scope of the work described in this agreement, other than those solely resulting from the Architect's negligent acts, errors and omissions. Client further agrees to compensate Architect for any time spent or expenses incurred by Architect in defense of any such claim, in accordance with Architect's prevailing fee schedule and expense reimbursement policy.
- 6.3. The Architect agrees to indemnify and hold Client harmless from any claim or liability for injury or loss, other than those arising out of the Client's sole negligence.
- 6.4. It is understood and agreed that Architect has no constructive use of Client's site; has no control or authority over the means, methods, and sequences of construction; and therefore has no ongoing responsibility whatsoever for construction site safety, a responsibility that has been wholly vested in Client's General Contractor.

7. TERMINATION OF AGREEMENT

- 7.1. Either party upon ten (10) days written notice may terminate this Agreement. Should this occur, Architect shall be compensated for all services performed to termination date, expenses directly attributable to termination, and Reimbursable Expenses due.

8. BASIS OF COMPENSATION

- 8.1. Compensation due the architect and its consultants shall be on a fixed fee of **\$259,675.00** (Two Hundred Fifty Nine Thousand, Six Hundred Seventy Five Dollars) exclusive of reimbursable expenses. Reimbursable expenses shall be charged per the attached rate schedule.
- 8.2. Charges for Services described above shall be billed monthly and in the proportion of services performed.
- | | |
|-----------------------------|------------------|
| Schematic Design | 3% of total fee |
| Design Development | 12% of total fee |
| Construction Document | 50% of total fee |
| DSA / Bidding Assistance | 10% of total fee |
| Construction Administration | 25% of total fee |
- 8.3. Additional Services compensation shall be on an hourly rates and charges basis in accordance with Architect's current Schedule of Hourly Rates and Charges per Attachment A, or per the consultant's similar schedule. All additional services will be approved in writing by client prior to proceeding.
- 8.4. Client shall be responsible for payment of Reimbursable Expenses which include actual expenditures made by the Architect in the interest of the Project for the following:
- 8.4.1. Expense of transportation, including mileage (when traveling outside of Chico), airfare, rental car, meals and living expenses in connection with travel of Architect's consultants.
- 8.4.2. Long distance communications.
- 8.4.3. Fees paid for securing approval of authorities having jurisdiction over the Project.
- 8.4.4. Reproductions including those for Architect's office use (Blueprints, Plots, Copies, and Photographs).
- 8.4.5. Postage and handling of Drawings and Specifications.
- 8.4.6. Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by Architect and Architect's consultants.

9. DISPUTE RESOLUTION

- 9.1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by litigation.
- 9.2. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 9.3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 9.4. In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all

reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses in such litigation.

10. MISCELLANEOUS PROVISIONS

- 10.1. This Agreement shall be governed by the laws of the State of California, except that it will be conclusively presumed that both parties had an equal part in the drafting of this Agreement.
- 10.2. Client and Architect bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement. Neither Client nor Architect shall assign or otherwise transfer his interest in this Agreement without written consent of the other except that Architect reserves the right to retain duly licensed persons, firms or corporations as engineering or design consultants for portions of the Work herein provided for.
- 10.3. If any one or more of the terms, provisions, or conditions of this Agreement are declared invalid, unenforceable, or void by a court of competent jurisdiction, none of the remaining terms, provisions, or conditions shall be affected and shall be valid and enforceable.
- 10.4. Notwithstanding any other provisions in this Agreement to the contrary, nothing herein contained shall be construed as:
- 10.5. Constituting a guarantee, warranty or assurance, either express or implied, that the Architectural Services will yield or accomplish a perfect outcome for the Project; or
- 10.6. Obligating Architect to exercise professional skill or judgment greater than that which can reasonably be expected from other architects under like circumstances; or
- 10.7. An assumption by Architect of the liability of any other party.

AGREED:

Architect::

Authorization by Client:



Date 11/03/2025

Date

Kevin R. Robertson, Principal Architect
CA Architect's License No. C33532

Nichols, Melburg & Rossetto (NMR)
555 Main Street, Suite 300
Chico, CA 95928

Signature: The person signing represents they are the
legally authorized to sign on behalf of entity.

Biggs Unified School District



REGION 1 HOURLY RATE & REIMBURSABLE RATE SCHEDULE
(EFFECTIVE JANUARY 1, 2025 – JANUARY 1, 2026)

ARCHITECTURAL SERVICES

HOURLY RATES

Principal Architect	\$290/hour
Associate Principal Architect	\$265/hour
Senior Associate Architect	\$230/hour
Associate Architect	\$215/hour
Senior Project Architect	\$200/hour
Architect, CASp	\$195/hour
Project Architect / Manager	\$185/hour
Architect	\$180/hour
Project Technician III	\$160/hour
Project Technician II	\$150/hour
Project Technician I	\$140/hour
Medical Equipment Planner	\$140/hour
Architectural Intern	\$110/hour
Technical Assistant	\$100/hour
Administrative	\$80/hour

INTERIOR DESIGN SERVICES

Interior Design Director	\$205/hour
Senior Interior Designer	\$180/hour
Interior Designer	\$160/hour
Junior Interior Designer	\$130/hour
Interior Design Intern	\$110/hour

STRUCTURAL ENGINEERING SERVICES

Principal Structural Engineer	\$290/hour
Associate Principal Structural Engineer	\$265/hour
Senior Associate Structural Engineer	\$230/hour
Associate Structural Engineer	\$215/hour
Structural Engineer	\$200/hour
Senior Project Engineer	\$195/hour
Project Engineer	\$180/hour
Structural Technician	\$160/hour
Structural Intern	\$110/hour

Consultants	Direct Cost + 10%
Reimbursable Expenses	Direct Cost + 10%
<i>Prints, Copies, Shipping, Plotting, Renderings, Travel Expenses, Project Website, Agency Fees, etc.</i>	
Mileage	per IRS Standard Rate



Reimbursable Rate Schedule
(Effective January 1, 2025)

REIMBURSABLE EXPENSE RATES:

IN-HOUSE REPROGRAPHICS

Prints	12x24, 15x21, 18x24.....	\$2.00/each
Prints	24x36	\$3.00/each
Prints	30x42	\$4.00/each
Color Prints	12x24, 15x21, 18x24.....	\$15.00/each
Color Prints	24x36	\$20.00/each
Color Prints	30x42	\$25.00/each
Copies	8-1/2x11	\$.10/each
Copies	8-1/2x14	\$.15/each
Copies	11x17	\$.20/each
Color Copies	8-1/2x11	\$.50/each
Color Copies	11x17	\$1.00/each
Presentation Board Materials		\$50.00/each
Scanning	12x24, 15x21, 18x24.....	\$.75/page
Scanning	24x36	\$1.50/page
Scanning	30x42	\$2.00/page
Scanning	36x48	\$2.50/page

Printing by outside source Actual Expense + 10%

Alliance2Build (A2B) Project Management System:

Server and Database use \$125.00 per month

TRAVEL EXPENSES

Mileage..... Current IRS allowed amount
Other Travel Related Expenses Actual Expense + 10%

AGENCY FEES

Approval and Plan Check Fees Actual Expense + 10%

CONSULTANTS

Consultant Billings Actual Expense + 10%
Consultant Reimbursable Expenses Actual Expense + 10%

OTHER PROJECT RELATED ITEMS Actual Expense + 10%



Nichols, Melburg & Rossetto

Agreement

Architectural and Engineering Design Services Agreement Between Client & Architect

This AGREEMENT is made on November 03, 2025

Between the CLIENT:	Biggs Unified School District (BUSD) 300 B Street Biggs, California 95917
And the ARCHITECT:	Nichols, Melburg & Rossetto (NMR) 555 Main Street, Suite 300 Chico, CA 95928
For the PROJECT:	Biggs Middle School New Gymnasium Building
LOCATION:	Biggs Middle School 300 B Street Biggs, California 95917

DESCRIPTION AND UNDERSTANDING OF PROJECT

Based on previous meetings with the Biggs Unified School District representatives, it is our understanding that the district desires to construct a new gymnasium building to the north of the existing outdoor pool on the Biggs Unified School Campus. The new gymnasium building will consist of the main gym space which will have pull out bleacher seating for +/-300 people. Connected to the gym will be a male and female restroom, a small storage room and an electrical / IDF Room. There will also be an elevated stage area along the long edge of the basketball court on one side. We will provide a long ramp for ADA access to the stage area and the stage area will have a connected storage room as well (see attached preliminary floor plan). This project will also provide an accessible path of travel from the building to the adjacent walkways. The building construction type will be determined through additional discussions with the client. New landscaping will also be incorporated in all planters within 8' of the building on all sides. This proposal includes design services required to prepare construction documents for review and approval with DSA and necessary construction administration services for DSA certification of the project.

1. ARCHITECT'S BASIC SERVICES & RESPONSIBILITIES

1.1. SCHEMATIC DESIGN PHASE

- 1.1.1. An initial site visit will be performed to assess existing conditions and to familiarize the design team with existing site conditions and projects constraints.
- 1.1.2. Geotechnical engineering report is not included in this design proposal. The client will need to engage a geotechnical engineer to provide a soils report for the design teams use on the project. Design team will assess soil conditions based on geotechnical engineer recommendations and coordinate drawings based on soils report and design team will assist in submittal of the report for CGS and DSA review.
- 1.1.3. Preliminary building elevations, building floor plan and site modifications will be developed for review and approval of facility representatives.

- 1.1.4. Preliminary review of site utilities, electrical capacity, landscape requirements and documentation of facility standards as related to the project will be developed.
- 1.1.5. No cost estimating services are included in the project. We can use historical cost per square foot values to estimate project costs as requested by the client if needed.

1.2. DESIGN DEVELOPMENT PHASE

- 1.2.1. Further develop preliminary floor plans and site configurations for facility review
- 1.2.2. Submit drawings to the Owner for their review and critique.
- 1.2.3. Revise the drawings once and resubmit for final Phase review.

1.3. CONTRACT DOCUMENTS

- 1.3.1. Prepare architectural, civil, landscape, mechanical, plumbing, electrical, structural engineering, low voltage and fire alarm plans for the permitting, bidding and construction of the Gymnasium Building.
- 1.3.2. Coordinate finish selections with the facility. The proposal does not include time for the services of a licensed interior designer but it does include time for our internal interior consultant to assist in color and finish selections for the project. The architect will input this information into the schedules on the plans for bidding purposes.
- 1.3.3. Coordinate product specifications with the Owner.
- 1.3.4. Submit drawings to the Owner for their review at the 50% completion point.
- 1.3.5. Refine the drawings and prepare specifications.
- 1.3.6. Submit drawings to the Owner for their review at the 90% completion point.
- 1.3.7. Complete the Construction Documents.

1.4. PERMITTING AND BIDDING

- 1.4.1. Assist District in their responsibility for filing documents required for DSA approval and prepare DSA Forms and submit the documents electronically for DSA plan review.
- 1.4.2. Respond and resolve issues during plan check. This work will be submitted electronically for DSA review.
- 1.4.3. Address questions raised by contractors in connection with obtaining bids for construction. Interpret the intent of the construction documents and issue Clarifications and/or Addenda as required.

1.5. CONSTRUCTION ADMINISTRATION

- 1.5.1. Architect has included time for a monthly site visit to review building progress. Other engineering consultants have included time for two site visits during construction and a final site visit at the completion of the project. It is assumed that the construction duration of this project will be 9 months. Beyond the monthly site visit by the architect, the architect will be available for a weekly construction meeting via video or conference call.
- 1.5.2. Issue Clarifications as required.
- 1.5.3. Issue Change Orders required due to unforeseen conditions or minor conflicts in the construction documents.
- 1.5.4. Change Orders due to District requested revisions are Additional Services.
- 1.5.5. Review and process contractor's pay requests.
- 1.5.6. Make a final site observation visit and prepare a Punch List.
- 1.5.7. Issue Notice of Substantial Completion and assist District in recording a final Notice of Completion.

2. ADDITIONAL SERVICES

The following services are not included in our scope of services, but can be provided by NMR as an additional service, billed in accordance with the attached hourly rate and reimbursement schedule.

- 2.1. Design for dry-pipe fire sprinkler systems, fire pumps, or fire water storage tanks.
- 2.2. Fire flow testing.
- 2.3. Payment of entitlement, review, development, permit, testing or inspection fees.
- 2.4. Preparation of plats or legal descriptions.
- 2.5. Presentation drawings or renderings beyond the Scope of Work identified above.
- 2.6. Work required due to default of contractors or serious deficiencies in the work of contractors.
- 2.7. Additional scope Change Orders requested by the client.
- 2.8. Design services related to upgrades to other existing buildings on the site.
- 2.9. LEED Consulting services.
- 2.10. Commissioning services, equipment testing and air balancing services.
- 2.11. Lighting system commissioning or programming services.
- 2.12. Utility coordination, it is assumed that the existing services are adequate for the modifications.
- 2.13. Upgrades to the upstream electrical infrastructure.
- 2.14. Design related to microgrid or battery energy storage systems.
- 2.15. Design related to Site Lighting or EV Charging Stations. It is assumed that any desired parking lot upgrades or modifications will be done outside of this project scope.
- 2.16. Public presentation quality colored site plans.
- 2.17. Storage tank, pressure tank or pump design to handle domestic or fire water flows is not included.
- 2.18. Electrical Load studies if required shall be provided by the facility.
- 2.19. Generator design.
- 2.20. Design of loading docks, retaining walls, or service facilities appurtenant to the buildings is not included.
- 2.21. It is assumed that no upgrades to the on-site storm drain is required to accommodate the upstream off-site drainage and new drainage from project. If this is not the case, this can be addressed through an additional service.
- 2.22. It is assumed that a water connection is available on campus and has capacity to accommodate the new building. It is also assumed that this location will be pointed out at the campus by school personnel. This scope of work does not include new wells or pumping systems.
- 2.23. This contract does not include any qualified SWPPP Practitioner (QSP) or QSD work since it is assumed that the total disturbed dirt area will be less than 1-Acre.
- 2.24. Preparation of parcel maps, easements, legal descriptions, etc. is not included.
- 2.25. Preparation and processing of drawings and documents for environmental impact reports, assessment districts and maintenance districts.
- 2.26. The design of custom manholes, junction structures or piping facilities for storm water or sanitary sewer is not included. All sewer and storm drains will be gravity fed systems.
- 2.27. Exterior traffic noise/vibration study.
- 2.28. Acoustical services for this building will be provided as an additional service.
- 2.29. It is assumed that a current title report will be provided for the property at no cost to the design team.
- 2.30. Coordination, preparation and processing of drawings, documents, applications, attendance at public hearings, etc. during the planning/use permit/zoning phase of the project is not included.
- 2.31. Preparation of drawings and documents for environmental impact reports, easements, assessment districts, and annexations is not included.

3. CLIENT'S RESPONSIBILITIES

- 3.1. Client shall, at its own expense, provide full information concerning its design objectives, constraints and criteria. Client shall furnish existing building plans and other data available as expeditiously as necessary for the orderly progress of Architect's professional services.
- 3.2. Architect shall be entitled to rely on accuracy of the information provided by Client.
- 3.3. Client, with consultation from Architect, shall make application to all agencies having jurisdiction over the Project and shall pay all plan review fees, permit fees, application fees and development fees.
- 3.4. Client shall arrange and pay for material testing as required by law or the Contract Documents.
- 3.5. Client shall arrange and pay for an Inspector of Records as required by DSA.
- 3.6. Client shall maintain a reasonable construction contingency for unknown conditions, minor defects or omissions in the design documents, and escalation in the price of materials and labor.

4. HAZARDOUS MATERIALS

- 4.1. Both parties acknowledge that the Architect's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Architect or any other party encounters any hazardous or toxic materials, or should it become known to the Architect that such materials may be present on or about the Project site or adjacent areas that may affect the performance of Architect's services, the Architect may, at its option and without liability for consequential or other damages, suspend performance of its services under this Agreement until Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the Project site is in full compliance with all applicable laws and regulations.

5. OWNERSHIP AND USE OF DOCUMENTS

- 5.1. All original drawings, specifications and reproductions made for or in conjunction with this Project shall remain and exclusive property of Architect. Client shall have the right to use documents prepared by Architect in connection with future work to the Project. Architect shall retain one (1) reproducible set of plans of the Project for the purpose of answering future questions raised by Client. If Client uses any drawings or other materials prepared by Architect for any purpose other than the construction of the Project, Architect shall not be liable to Client for any damages resulting from such use and Client shall indemnify and hold Architect harmless from any claim made by a third party for such use.

6. PROFESSIONAL LIABILITY

- 6.1. Architect agrees to maintain professional liability insurance in force throughout the duration of the project with a policy limit of \$2 million per claim.
- 6.2. It would be unfair for the Architect to be exposed to liability for its failure to perform a service not included in the scope of work described in this agreement. Client hereby waives any claim against Architect and agrees to defend, indemnify and hold Architect harmless from any claim or liability for injury or loss allegedly arising from Architect's failure to perform a service not included in the scope of the work described in this agreement, other than those solely resulting from the Architect's negligent acts, errors and omissions. Client further agrees to compensate Architect for any time spent or expenses incurred by Architect in defense of any such claim, in accordance with Architect's prevailing fee schedule and expense reimbursement policy.
- 6.3. The Architect agrees to indemnify and hold Client harmless from any claim or liability for injury or loss, other than those arising out of the Client's sole negligence.
- 6.4. It is understood and agreed that Architect has no constructive use of Client's site; has no control or authority over the means, methods, and sequences of construction; and therefore has no ongoing responsibility whatsoever for construction site safety, a responsibility that has been wholly vested in Client's General Contractor.

7. TERMINATION OF AGREEMENT

- 7.1. Either party upon ten (10) days written notice may terminate this Agreement. Should this occur, Architect shall be compensated for all services performed to termination date, expenses directly attributable to termination, and Reimbursable Expenses due.

8. BASIS OF COMPENSATION

- 8.1. Compensation due the architect and its consultants shall be on a fixed fee of **\$489,150.00** (Four Hundred Eighty Nine Thousand, One Hundred Fifty Dollars) exclusive of reimbursable expenses. Reimbursable expenses shall be charged per the attached rate schedule.
- 8.2. Charges for Services described above shall be billed monthly and in the proportion of services performed.
- | | |
|-----------------------------|------------------|
| Schematic Design | 5% of total fee |
| Design Development | 20% of total fee |
| Construction Document | 40% of total fee |
| DSA / Bidding Assistance | 10% of total fee |
| Construction Administration | 25% of total fee |
- 8.3. Additional Services compensation shall be on an hourly rates and charges basis in accordance with Architect's current Schedule of Hourly Rates and Charges per Attachment A, or per the consultant's similar schedule. All additional services will be approved in writing by client prior to proceeding.
- 8.4. Client shall be responsible for payment of Reimbursable Expenses which include actual expenditures made by the Architect in the interest of the Project for the following:
- 8.4.1. Expense of transportation, including mileage (when traveling outside of Chico), airfare, rental car, meals and living expenses in connection with travel of Architect's consultants.
- 8.4.2. Long distance communications.
- 8.4.3. Fees paid for securing approval of authorities having jurisdiction over the Project.
- 8.4.4. Reproductions including those for Architect's office use (Blueprints, Plots, Copies, and Photographs).
- 8.4.5. Postage and handling of Drawings and Specifications.
- 8.4.6. Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by Architect and Architect's consultants.

9. DISPUTE RESOLUTION

- 9.1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by litigation.
- 9.2. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 9.3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 9.4. In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all

reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses in such litigation.

10. MISCELLANEOUS PROVISIONS

- 10.1. This Agreement shall be governed by the laws of the State of California, except that it will be conclusively presumed that both parties had an equal part in the drafting of this Agreement.
- 10.2. Client and Architect bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement. Neither Client nor Architect shall assign or otherwise transfer his interest in this Agreement without written consent of the other except that Architect reserves the right to retain duly licensed persons, firms or corporations as engineering or design consultants for portions of the Work herein provided for.
- 10.3. If any one or more of the terms, provisions, or conditions of this Agreement are declared invalid, unenforceable, or void by a court of competent jurisdiction, none of the remaining terms, provisions, or conditions shall be affected and shall be valid and enforceable.
- 10.4. Notwithstanding any other provisions in this Agreement to the contrary, nothing herein contained shall be construed as:
- 10.5. Constituting a guarantee, warranty or assurance, either express or implied, that the Architectural Services will yield or accomplish a perfect outcome for the Project; or
- 10.6. Obliging Architect to exercise professional skill or judgment greater than that which can reasonably be expected from other architects under like circumstances; or
- 10.7. An assumption by Architect of the liability of any other party.

AGREED:

Architect::

Authorization by Client:



Date 11/03/25

Date

Kevin R. Robertson, Principal Architect
CA Architect's License No. C33532

Nichols, Melburg & Rossetto (NMR)
555 Main Street, Suite 300
Chico, CA 95928

Signature: The person signing represents they are the
legally authorized to sign on behalf of entity.

Biggs Unified School District



REGION 1 HOURLY RATE & REIMBURSABLE RATE SCHEDULE
(EFFECTIVE JANUARY 1, 2025 – JANUARY 1, 2026)

ARCHITECTURAL SERVICES

HOURLY RATES

Principal Architect	\$290/hour
Associate Principal Architect	\$265/hour
Senior Associate Architect	\$230/hour
Associate Architect	\$215/hour
Senior Project Architect	\$200/hour
Architect, CASp	\$195/hour
Project Architect / Manager	\$185/hour
Architect	\$180/hour
Project Technician III	\$160/hour
Project Technician II	\$150/hour
Project Technician I	\$140/hour
Medical Equipment Planner	\$140/hour
Architectural Intern	\$110/hour
Technical Assistant	\$100/hour
Administrative	\$80/hour

INTERIOR DESIGN SERVICES

Interior Design Director	\$205/hour
Senior Interior Designer	\$180/hour
Interior Designer	\$160/hour
Junior Interior Designer	\$130/hour
Interior Design Intern	\$110/hour

STRUCTURAL ENGINEERING SERVICES

Principal Structural Engineer	\$290/hour
Associate Principal Structural Engineer	\$265/hour
Senior Associate Structural Engineer	\$230/hour
Associate Structural Engineer	\$215/hour
Structural Engineer	\$200/hour
Senior Project Engineer	\$195/hour
Project Engineer	\$180/hour
Structural Technician	\$160/hour
Structural Intern	\$110/hour

Consultants	Direct Cost + 10%
Reimbursable Expenses	Direct Cost + 10%
<i>Prints, Copies, Shipping, Plotting, Renderings, Travel Expenses, Project Website, Agency Fees, etc.</i>	
Mileage	per IRS Standard Rate



Reimbursable Rate Schedule
(Effective January 1, 2025)

REIMBURSABLE EXPENSE RATES:

IN-HOUSE REPROGRAPHICS

Prints	12x24, 15x21, 18x24.....	\$2.00/each
Prints	24x36	\$3.00/each
Prints	30x42	\$4.00/each
Color Prints	12x24, 15x21, 18x24.....	\$15.00/each
Color Prints	24x36	\$20.00/each
Color Prints	30x42	\$25.00/each
Copies	8-1/2x11	\$.10/each
Copies	8-1/2x14	\$.15/each
Copies	11x17	\$.20/each
Color Copies	8-1/2x11	\$.50/each
Color Copies	11x17	\$1.00/each
Presentation Board Materials		\$50.00/each
Scanning	12x24, 15x21, 18x24.....	\$.75/page
Scanning	24x36	\$1.50/page
Scanning	30x42	\$2.00/page
Scanning	36x48	\$2.50/page

Printing by outside source Actual Expense + 10%

Alliance2Build (A2B) Project Management System:

Server and Database use \$125.00 per month

TRAVEL EXPENSES

Mileage..... Current IRS allowed amount
Other Travel Related Expenses Actual Expense + 10%

AGENCY FEES

Approval and Plan Check Fees Actual Expense + 10%

CONSULTANTS

Consultant Billings Actual Expense + 10%
Consultant Reimbursable Expenses Actual Expense + 10%

OTHER PROJECT RELATED ITEMS Actual Expense + 10%

Biggs Unified School District										
GO Bond Series A										
Building Fund 21										
		Remarks/Location	Projects Location							
				RICHVALE	Parking Lot-BHS	Middle School	District Office	District Wide	Total	
Total Cash in Treasury- Beg	\$6,000,000.00		June-Aug Asbestos Abatement	\$310,240.00					\$310,240.00	
Add Interest Earned	\$18,613.16	3/31/2025	District Wide Admin Services					\$156,700.00	\$156,700.00	
Add Interest Earned	\$62,003.18	6/30/2025	New Classroom Bldg			\$259,675.00			\$259,675.00	Exclude reimbursement
Add COI refund	\$760.00	7/8/2025	New Gym Building			\$489,150.00			\$489,150.00	Exclude reimbursement
Add Interest Earned	\$64,097.30	9/30/2025	District Office Roofing				\$170,234.50		\$170,234.50	Architect + MRoberts Construction-
Total Cash Building Fund	\$6,145,473.64									
			TOTAL	\$310,240.00	\$0.00	\$748,825.00	\$170,234.50	\$156,700.00	\$1,385,999.50	
Less Expenditures										
Bond Cost of Issuance	\$120,000.00	District Admin								
Isom Advisors Services	\$36,700.00	District Admin								
Environmental Testing- Asbestos	\$8,140.00	Asbestos- Richvale								
Environmental Testing- Asbestos	\$19,650.00	Asbestos- Richvale 8/7/25								
Central Valley Environmental	\$269,000.00	Asbestos- Richvale 9/22/25								
Zane Schreder	\$13,450.00	RCA Project Mngt Services 9/22/25								
Nichols, Melburg, Rossetto	\$1,162.50	Architect Roof Project								
Total Expenditures	\$468,102.50									
Net Cash in Treasury 9/30/2025	\$5,677,371.14									
Current Projects										
Schreder & Associates	5% of Actual Projects	Project Management Services								
Nichols, Melburg, Rossetto	\$259,675.00	Architectural Services- Middle School Classromm								
Nichols, Melburg, Rossetto	\$489,150.00	Architectural Services- Middle School Gym								
Michael Roberts Construction	\$169,072.00	District Office Roofing								