

AGENDA
KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES
Board Room 1900 18th Avenue 4:00 p.m.
Kingsburg, CA 93631
March 15, 2021
KJUHSD.com/Zoom

1. CALL TO ORDER _____

2. SALUTE TO THE FLAG

3. ROLL CALL AND ESTABLISHMENT OF A QUORUM

Member's Present _____ _____
_____ _____
_____ _____

Members Absent _____ _____
_____ _____

4. OTHERS PRESENT _____ _____

5. APPROVAL OF AGENDA

Motion _____ Second _____ Vote _____

6. PUBLIC COMMENT

Public Comment

*For regular meetings, the public is provided an opportunity to address not only any item on the agenda but any item within the subject matter jurisdiction of the Kingsburg Joint Union High School District. **Disclaimer:** The opinions expressed in public comments are the authors own and do not necessarily reflect the official policies or position of the Kingsburg Joint Union High School District*

Members of the public who wish to provide public comment during observed COVID-19 social distancing guidance may email the district at PublicComment@Kingsburghigh.com by 4:00 p.m. the Friday before the meeting date, which generally lands on Monday. Public comments are limited to three minutes or 450 written words per speaker. Twenty (20) minutes per issue will be allowed. Please note you are not compelled to provide a name and can comment anonymously. The public comments will be read in the order they are received. The comments will be read outload during the public comment portion of the meeting.

Board of Education is prohibited by law from taking action on matters discussed that are not on the agenda and no adverse conclusions should be drawn if the Board does not respond to public comments made at this time. Concerns will be referred to the Superintendent's office for review and response.

Board Room Accessibility: *The Kingsburg Joint Union High School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability related modification or accommodation, including auxiliary aids or services to participate in the public meeting, please contact the Administrative Assistant to the Superintendent at 897-7721 at least 48 hours before the scheduled Board of Trustees meeting so that we may make every reasonable effort to accommodate you [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132.)*

7. APPROVAL OF MINUTES

7.1 Regular Meeting – February 10, 2021

8. REPORTS

- 8.1 Superintendent Report
- 8.2 Principal Report
- 8.3 Director Alternative Education Center Report
- 8.4 Student Representative Report

9. ACTION

- 9.1 Accounts Payable for February 2021 1
- 9.2 Interdistrict Permit Requests –2020-2021 & 2021-2022 13
- 9.3 2020-21 School Plan Student Achievement (SPSA) OASIS & Kingsburg Alt Ed Center 57
- 9.4 Retirement – Science Teacher: Steve Harness 70
- 9.5 Mandated Board Policy – Second Reading/March & May 2019 73
- 9.6 Resolution #R19-2021 Awarding Contract to SHI International Corp – IT Solutions Services 81
- 9.7 KJUHSD Reclassification Forms English/Spanish– Update/Revision 86
- 9.8 KHS Proposal Ag Shop Canopy Agreement – Oral E. Micham Inc. 89
- 9.9 Second Interim Report 2020-2021 102
- 9.10 School Psychologist Services Agreement 2021-2022..... 103

10. DISCUSSION

10.1 – Executive Director of Student Services, Cindy Schreiner– LCAP & Survey Results

11. WRITTEN INFORMATION

- 11.1 Student Body Fund Report for February 2021 111
- 11.2 Suspension Report for February 2021..... 115
- 11.3 Negotiations Proposal for Salary & Benefits by KJUHSTA & KJUHSD 116

12. CLOSED SESSION – Notice to Public (Closed Session Items Covered by Law May Be Requested Or Called For As Per: Government Codes: 54954.3; 54956.7; 54956.8; 54956.86; 54956.9 (a), (b), (c); 54956.95; 54957; 54957.6; 54957.8 and Education Codes: 48900; 49070.)

- 12.1 Staff Personnel: KHS Responsibility Center Classroom Aide – Kristine Johnston 117
- 12.2 KHS Coach: Assistant Track & Field Coach – Allison Sandquist..... 123
- 12.3 KHS Coach: Girls Basketball JV/Frosh Assistant Volunteer Coach- Brandon Moreno 124
- 12.4 KHS Coach: Girls Basketball JV/Frosh Assistant Volunteer Coach – Kristi Bravo 126
- 12.5 KHS Coach: Girls Basketball Varsity Assistant Volunteer Coach – Sofia Iraheta 127

From _____ to _____

13. ACTION REPORTED OUT OF CLOSED SESSION, IF ANY

14. ITEMS FOR NEXT AGENDA

None

15. ADJOURNMENT _____

(Time)

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees

PLACE AND DATE

Board Room, Kingsburg High School, 1900 18th Avenue, Kingsburg, California, February 10, 2021.

CALL TO ORDER

The meeting was called to order at 4:00 p.m. by Mr. Rick Jackson, President.

MEMBERS PRESENT

Mr. Rick Jackson, President
Mr. Mike Serpa, Clerk
Mr. Brent Lunde, Member
Mr. Steve Nagle, Member
Mr. Johnie Thomsen, Member

MEMBERS ABSENT

None

OTHERS PRESENT

Mr. Don Shoemaker, Superintendent
Mr. Rufino Ucelo Jr., Chief Business Official
Dr. Ryan Phelan, Principal
Mr. Ryan Walterman, Director Alternative Education
Ms. Cindy Schreiner, Director Student Services
Ms. Shari Jensen, Superintendent Administrative Assistant

Other staff members, students, and citizens – list on file in the district office.

APPROVAL OF AGENDA (M139-2021)

Mr. Thomsen moved to approve the agenda as presented.
Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

REGULAR MEETING – JANUARY 11, 2021 (M140-2021)

Mr. Nagle moved to approve the minutes of the regular meeting of January 11, 2021 as presented in 7.2 of the supporting documents.

Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

SUPERINTENDENT REPORT

- Superintendent Don Shoemaker
- Vaccination Update – District has been diligent in attempting to receive vaccines for our staff through our county health departments who are reliant on receiving from the state. But approximately twenty of our staff were able to receive the vaccine through Adventist Health District. We will continue to search out the vaccine for our staff members by any means possible.
- KJUHSD, Fresno County Department of Health, Kingsburg Fire Department and Kingsburg Charter Elementary School District are all coordinating to find a vaccination site in Kingsburg for local citizens.
- Ag Canopy Project – A walk through will be held Friday, February 12 for all interested contractors who will be required to submit their proposals by March 1st. Project will start soon after.
- Flatwork bidding will begin soon.
- The district has installed four new hand wash stations, (touchless soap, water and paper towels). Three stations on the Kingsburg High School campus and one at Kingsburg Alternative Education Center campus.

PRINCIPAL REPORT

- Dr. Ryan Phelan – Principal Kingsburg High School
- WASC - Virtual meeting March 5th. Laura Vallenari and Robin Lund worked on a twenty minute video highlighting our campus and its amenities. Gift baskets are being sent to the WASC committee. The baskets will contain items from our KHS graduates who have or work for local business in our area. This is a way to showcase our school and student accomplishments.
- Homecoming – March 5th. Will be held in some fashion at the KHS stadium and follow all needed protocols for COVID-19.
- We continue having calls from other school districts for advice on how to open, what we have done and what we have learned.
- During this time, cannot thank our staff and teachers for the hard work and perseverance during this pandemic and showing up to do their best for our students.

STUDENT REPRESENTATIVE REPORT

- Homecoming March 5th. Theme “Just Dance”: Freshman- Ballet; Sophomores- Country; Juniors – Disco; Seniors – Hip Hop.
- Rally Day January 28th was held through virtual zoom. ASB had a lot of positive feedback. Suggestion was made to do on YouTube live stream. We are in need of more technical support to make our events happen.

DIRECTOR ALTERNATIVE EDUCATION CENTER REPORT

- Ryan Waltermann – Director KAEC
- Continue to help students strive towards graduation.
- Water station installed on campus. Good improvement.
- Continue to search for good, relevant, professional development material for staff members.
- Ryan Waltermann is on the WASC Committee for Tulare West

BOARD ACTION**BILLS PAID JANUARY 2021 (M141-2021)**

Mr. Serpa moved to approve the bills paid for January 2021 as presented in 9.1 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

INTERDISTRICT TRANSFERS

9.2 Moved to Closed Session

KJUHSD INJURY & ILLNESS PREVENTION PROGRAM- JANUARY 2021 (M142-2021)

Mr. Nagle moved to approve the KJUHSD Injury & Illness Prevention Program revised January 2021. This revision includes "Addendum to IIPP – KJUHSD Covid-19 Safety Plan" due to the current Covid-19 pandemic as presented in 9.3 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

RESIGNATION KHS R/C CLERK – DALAINA MASTERSON (M143-2021)

Mr. Serpa moved to approve the resignation of Kingsburg High School R/C Clerk Dalaina Masterson as of February 12, 2021 as presented in 9.4 of the supporting documents.

Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

2021 CSBA DELEGATE ASSEMBLY ELECTIONS (M144-2021)

Mr. Serpa moved to approve the Boards cast vote for William Johnson of Clay Joint ESD to serve a two year term on the CSBA Delegate Assembly as presented in 9.5 of the supporting documents.

Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

EMERGENCY RESOLUTION #R18-2021 LEARNING LOSS MITIGATION FUND (M145-2021)

Mr. Nagle moved to approve Emergency Resolution #R18-2021 Learning Loss Mitigation Fund. The district has the need to make purchases, with the Superintendent's authority, those needs arising from COVID-19 in order to provide educational services for in person instruction as presented in 9.6 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

DISCUSSION**10.1 LCAP – Director of Student Services**

- Next week LCAP Parent Community Surveys are going out with four additional questions regarding school closure.
- In March – Initial Data from the surveys will be presented to the Board.
- Annual update – Finances
- June board meeting will be the approval of the LCAP.

10.2 First Reading – Mandated board policy March 2019/May 2019 – The Board discussed the first reading of mandated board policy as noted in 10.2 of the supporting documents.**WRITTEN INFORMATION****STUDENT BODY FUNDS REPORT**

The Board noted the ASB Fund Reports for January 2021 as presented in 11.1 of the supporting documents.

STUDENT BODY FUNDS DONATION 2019-2020

The Board noted the Student Body Funds for 2019-2020 as presented in 11.2 of the supporting documents.

SUSPENSION REPORT – JANUARY 2021

The Board noted the suspension report for Kingsburg High School and Oasis High School for January 2021 as presented in 11.2 of the supporting document.

2020-2021 FIRST INTERIM REPORT CERTIFICATION

The Board noted the positive 2020-2021 First Interim Report Certification stating the District "will meet its financial obligations for the current fiscal year and subsequent two fiscal years", as presented in 11.1 of the supporting documents.

CLOSED SESSION**INTERDISTRICT TRANSFERS (M146-2021)****BASEBALL JV & VARSITY ASSISTANT COACH – TJ BOYD (M147-2021)****PART-TIME SUBSTITUTE MAINTENANCE WORKER – ADAM MANCINI (M148-2021)****PART-TIME SUBSTITUTE MAINTENANCE WORKER – JUAN CASAREZ (M149-2021)**

The Board met in closed session from 4:42 p.m. to 5:14 p.m.

ITEMS REPORTED OUT OF CLOSED SESSION**INTERDISTRICT TRANSFERS (M146-2021)**

Mr. Nagle moved to approve or deny the Interdistrict Transfers as designated by the Superintendent as presented in 9.2 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

BASEBALL JV & VARSITY ASSISTANT COACH – TJ BOYD (M147-2021)

Mr. Serpa moved to approve TJ Boyd as a Baseball JV and Varsity Assistant Coach as presented in 12.1 of the supporting document.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

PART-TIME SUBSTITUTE MAINTENANCE WORKER – ADAM MANCINI (M148-2021)

Mr. Nagle moved to approve the part-time employment of Adam Mancini as a Substitute Maintenance Worker for the 2020-2021 school year as presented in 12.2 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

PART-TIME SUBSTITUTE MAINTENANCE WORKER – JUAN CASAREZ (M149-2021)

Mr. Thomsen moved to approve Juan Casarez as a Substitute Maintenance Worker for the 2020-2021 school year as presented in 12.3 of the supporting document.

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

ADJOURNMENT (M150-2021)

Mr. Nagle moved to adjourn the meeting at 5:15 p.m.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

Minutes of the regular meeting of February 10, 2021 are approved except for the following omissions, deletions or changes:

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

Minutes of the regular meeting of February 10, 2021 are approved by action of the board.

Mr. Rick Jackson
President of the Board

Mr. Mike Serpa
Clerk of the Board

ISSUE: Presentation of Accounts Payable for the month of February 2021.

ACTION: Presentation of Accounts Payable for the month of February 2021.

RECOMMENDATION: Recommend approval.

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 02/01/2021 thru 02/28/2021
Regular Meeting March 15, 2021

Resources--(Re)

- 11000-Lottery
- 14000-EPA
- 30100-Title I
- 31820-Comprehensive Support and Improvement
- 32100-ESSER (COVID19)
- 32200-Coronavirus Relief Fund (CRF)
- 33100-Special Education
- 33110-Special Education: IDEA
- 35500-Carl Perkins Grant
- 40350-Title II
- 41270-ESSA: Title IV
- 63000-Lottery
- 63870-Career Technical Education (VROP)
- 63880-Strong Workforce Program
- 65000-Special Education
- 65120-Special Education (Mental Health)
- 70100-Ag Incentive Grant
- 73880-SB117 (COVID19)
- 74200-Learning Loss Mitigation (LLM)
- 75100-Low Performing Student Block Grant
- 81500-Ongoing Major Maintenance

0100-General Fund

Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount
2349-A-1 EQUIPMENT RENTALS	512349849	PO-210622	REPAIRS-JLG BOOM	0100-00000-0-0000-8200-430010-000-0000	65.39
		PO-210622	REPAIRS-JLG BOOM	0100-00000-0-0000-8200-560019-000-0000	437.50
Warrant Total:					502.89
Vendor Total:					502.89
1253-AMAZON.COM LLC	512349850	PO-210104	SUPPLIES-LIBRARY	0100-00000-0-1110-2420-430000-001-3096	26.13
		PO-210104	SUPPLIES-LIBRARY	0100-00000-0-1110-2420-430000-001-3096	29.36
		PO-210104	SUPPLIES-LIBRARY	0100-00000-0-1110-2420-430000-001-3096	29.40
		PO-210104	SUPPLIES-LIBRARY	0100-00000-0-1110-2420-430000-001-3096	32.68
		PO-210549	SUPPLIES-TECH DEPT	0100-00000-0-1110-2420-430000-001-0000	118.74
		PO-210104	SUPPLIES-LIBRARY	0100-00000-0-1110-2420-430000-001-3096	74.15
		PO-210502	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	144.41
		PO-210504	SUPPLIES-DISTRICT	0100-00000-0-0000-7300-430000-000-0000	21.78
		PO-210504	SUPPLIES-DISTRICT	0100-00000-0-0000-7300-430000-000-0000	32.14
		PO-210505	SUPPLIES-MATH	0100-00000-0-1110-2420-430000-001-1152	43.57
		PO-210545	SUPPLIES-TECH DEPT	0100-00000-0-1110-2420-430000-001-0000	217.90
		PO-210548	SUPPLIES-MATH/TECH	0100-63000-0-1110-1000-430000-001-0000	29.41
		PO-210510	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	228.60
		PO-210565	SUPPLIES-TECHNOLOGY	0100-00000-0-1110-2420-430000-001-0000	38.76
1253-AMAZON.COM LLC cont----->		PO-210566	SUPPLIES-CCC	0100-63000-0-1110-1000-430000-001-0000	719.22

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 02/01/2021 thru 02/28/2021
Regular Meeting March 15, 2021

Vendor	Warrant #	Reference	Description	Fu---Re----Y-GI---Fn---Ob-----Si--Dp	Amount	
1253-AMAZON.COM LLC cont----->		PO-210104	SUPPLIES-LIBRARY	0100-00000-0-1110-2420-430000-001-3096	21.78	
		PO-210527	SUPPLIES-SOC SCI	0100-63000-0-1110-1000-430000-001-1170	135.78	
		PO-210579	SUPPLIES-ADMIN	0100-00000-0-0000-2700-430000-001-0000	63.19	
		PO-210586	SUPPLIES-DIST	0100-00000-0-0000-7300-430000-000-0000	19.60	
		PO-210586	SUPPLIES-DIST	0100-00000-0-0000-7300-430000-000-0000	77.75	
		PO-210593	TECH SUPPLY-MATH	0100-00000-0-1110-2420-430000-001-1152	34.87	
		PO-210593	TECH SUPPLY-MATH	0100-00000-0-1110-2420-430000-001-1152	75.17	
		PO-210549	SUPPLIES-TECH DEPT	0100-00000-0-1110-2420-430000-001-0000	62.76	
		PO-210593	TECH SUPPLY-MATH	0100-63000-0-1110-1000-430000-001-1152	144.55	
		PO-210492	TECH DEPT/MATH DEPT	0100-00000-0-1110-2420-430000-001-0000	38.02	
		PO-210492	TECH DEPT/MATH DEPT	0100-00000-0-1110-2420-430000-001-1152	38.02	
		PO-210608	SUPPLIES-PRIVATE SCHOOL	0100-33110-0-5760-1130-430000-001-0000	51.66	
		PO-210609	TECH SUPPLY-SCIENCE	0100-00000-0-1110-2420-430000-001-1167	51.20	
		PO-210578	SUPPLIES-TECH DEPT	0100-00000-0-1110-1000-430000-001-0000	174.42	
		PO-210533	SUPPLIES-OASIS	0100-14000-0-3200-1000-430000-002-0000	22.83	
		PO-210104	SUPPLIES-LIBRARY	0100-00000-0-1110-2420-430000-001-3096	12.52	
		PO-210513	SUPPLIES-ADMIN	0100-00000-0-0000-2700-430000-001-0000	30.50	
		PO-210579	SUPPLIES-ADMIN	0100-00000-0-0000-2700-430000-001-0000	21.74	
		PO-210104	SUPPLIES-LIBRARY	0100-00000-0-1110-2420-430000-001-3096	21.34	
		PO-210533	SUPPLIES-OASIS	0100-14000-0-3300-1000-430000-002-0000	22.82	
		PO-210535	SUPPLIES-LLM/P98	0100-74200-0-1110-1000-430000-000-0000	77.49	
		PO-210577	SUPPLIES-OASIS	0100-00000-0-3200-1000-430000-002-0000	152.52	
		PO-210575	SUPPLIES-MATH	0100-74200-0-1152-1000-430000-001-0000	124.20	
		PO-210576	SUPPLY-NURSES ROOM	0100-00000-0-1110-1000-430000-001-0000	58.29	
		PO-210602	SUPPLIES-ADMIN	0100-00000-0-0000-2700-430000-001-0000	38.13	
		PO-210598	SUPPLIES-TECH	0100-00000-0-1110-2420-430000-001-0000	327.97	
		PO-210512	CUSTODIAL SUPPLIES	0100-74200-0-0000-8200-430006-000-0000	87.18	
		PO-210512	CUSTODIAL SUPPLIES	0100-74200-0-0000-8200-430006-000-0000	93.70	
		PO-210526	SUPPLIES-LLM/P98	0100-74200-0-0000-8200-430006-000-0000	73.39	
		PO-210603	SUPPLIES-LLM-P98	0100-32150-0-1110-1000-440001-000-0000	1,200.64	
		PO-210508	SUPPLIES-LLM-P98	0100-74200-0-1110-1000-440001-000-0000	14,483.86	
		PO-210511	SUPPLIES-CHAIRS	0100-74200-0-1110-1000-440001-000-0000	348.68	
		PO-210525	NON CAP-COMPUTER EQUIP	0100-74200-0-1110-1000-440002-000-0000	147.12	
					Warrant Total:	20,119.94
					Vendor Total:	20,119.94
904-AMERICAN INCORPORATED	512348589	PO-210574	REPAIRS-HVAC/ROOM 31	0100-81500-0-0000-8100-560019-000-0000	1,851.33	
				Warrant Total:	1,851.33	
				Vendor Total:	1,851.33	
2257-AMERICAN SCHOOL COUNSELOR	512351883	PO-210633	MEMBERSHIP	0100-00000-0-1110-3110-530000-001-0000	129.00	
				Warrant Total:	129.00	
				Vendor Total:	129.00	

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 02/01/2021 thru 02/28/2021
Regular Meeting March 15, 2021

Vendor	Warrant #	Reference	Description	Fu---Re----Y-GI---Fn---Ob-----Si--Dp	Amount
58-ASSOCIATED COMPRESSOR &	512349851	PO-210605	REPAIRS-COMPRESSOR	0100-81500-0-0000-8100-560019-000-0000	274.00
				Warrant Total:	274.00
				Vendor Total:	274.00
61-AUTOMATED OFFICE SYSTEMS	512348590	PO-210007	COPIER MAINT-AG	0100-35500-0-3800-1000-560007-001-0000	11.13
		PO-210007	COPIER MAINT-AG	0100-70100-0-3800-1000-560007-001-0000	11.12
		PO-210007	COPIER MAINT-I.S.	0100-00000-0-3300-8100-560007-002-0000	63.83
				Warrant Total:	86.08
				Vendor Total:	86.08
107-BUSWEST-FRESNO	512348591	PO-210571	SUPPLY-TRANSPORATION	0100-00000-0-0000-8200-430024-000-0000	196.68
				Warrant Total:	196.68
				Vendor Total:	196.68
123-CASBO CENTRAL SECTION	512349852	PO-210543	TECHNOLOGY SUMMIT	0100-00000-0-0000-7300-520000-000-0000	89.00
				Warrant Total:	89.00
				Vendor Total:	89.00
130-CDW GOVERNMENT INC.	512349853	PO-210506	SUPPLIES-SP ED	0100-65000-0-5760-1120-430000-001-0000	701.44
		PO-210546	SUPPLIES-TECH DEPT	0100-00000-0-1110-2420-430000-001-0000	232.28
				Warrant Total:	933.72
	512351884	PO-210544	SUPPLIES-ENGLISH	0100-00000-0-1110-2420-430000-001-1143	97.89
		PO-210544	SUPPLIES-ENGLISH	0100-00000-0-1110-2420-430000-001-1143	174.97
		PO-210544	SUPPLIES-SPEC ED	0100-65000-0-5760-1120-430000-001-0000	97.89
		PO-210544	SUPPLIES-SPEC ED	0100-65000-0-5760-1120-430000-001-0000	174.97
		PO-210134	COMPUTER EQUIP-LLM/P98	0100-32200-0-1110-1000-440002-000-0000	34,124.29
				Warrant Total:	34,670.01
				Vendor Total:	35,603.73
150-CITY OF KINGSBURG	512348592	PO-210010	UTILITIES-I.S.	0100-00000-0-3300-8100-550009-002-0000	334.00
		PO-210010	UTILITIES-KHS	0100-00000-0-0000-8200-550009-000-0000	4,061.49
		PO-210010	UTILITIES-OASIS	0100-00000-0-3200-8100-550009-002-0000	334.00
				Warrant Total:	4,729.49
1318-CITY OF KINGSBURG	512348593	PO-210518	QUARTERLY POOL	0100-00000-0-8100-5100-580000-000-9966	11,901.32
				Warrant Total:	11,901.32
				Vendor Total:	16,630.81
166-COMPREHENSIVE YOUTH SERVICES	512351885	PO-210265	STUDENT SERVICES	0100-41270-0-1110-1000-580000-001-3103	8,539.44
				Warrant Total:	8,539.44
				Vendor Total:	8,539.44

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 02/01/2021 thru 02/28/2021
Regular Meeting March 15, 2021

Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount
177-CRANFORD, JIM	512351886	PO-210626	ATHLETICS-SAFETY	0100-14000-0-1135-4200-430000-001-0000	121.82
					Warrant Total: 121.82
					Vendor Total: 121.82
2331-DBA: BRINER & SON LANDSCAPE	512348594	PO-210317	OVERSEED-RYE/SOFTBALL FIELD	0100-81500-0-0000-8100-560019-000-0000	1,080.00
		PO-210317	OVERSEED-RYE/VARSITY S.B.	0100-81500-0-0000-8100-560019-000-0000	1,080.00
		PO-210317	OVERSEED-RYE/FOOTBALL FIELD	0100-81500-0-0000-8100-560019-000-0000	2,160.00
		PO-210317	OVERSEED-RYE/BASEBALL FIELD	0100-81500-0-0000-8100-560019-000-0000	2,875.00
		PO-210317	OVERSEED-RYE/SOUTH 40	0100-81500-0-0000-8100-560019-000-0000	4,860.00
					Warrant Total: 12,055.00
					Vendor Total: 12,055.00
2447-DBA: EL PATRON TAQUERIA	512348595	PO-210569	SUPPLIES-PBIS	0100-14000-0-1110-1000-430000-002-0036	135.28
					Warrant Total: 135.28
					Vendor Total: 135.28
1354-DBA: EXECUTIVE BUSINESS PROD.	512348596	PO-210537	OASIS/I.S. FURNITURE	0100-74200-0-3200-1000-440001-002-0000	3,944.92
		PO-210537	OASIS/I.S. FURNITURE	0100-74200-0-3300-1000-440001-002-0000	3,944.92
					Warrant Total: 7,889.84
					Vendor Total: 7,889.84
1305-DBA: NAPA AUTO PARTS	512349854	PO-210017	TRANSPORTATION	0100-81500-0-0000-8100-430018-000-9960	706.49
		PO-210017	TRANSPORTATION	0100-00000-0-1110-3600-430024-001-0000	942.48
					Warrant Total: 1,648.97
					Vendor Total: 1,648.97
2057-DBA: TEAMTALK NETWORK	512351887	PO-210026	DISPATCH RADIOS	0100-00000-0-1110-3600-590003-001-0000	199.92
					Warrant Total: 199.92
					Vendor Total: 199.92
1715-DBA: U.S. BANK EQUIPMENT	512348597	PO-210033	COPIER LEASE	0100-00000-0-3200-8100-560008-002-0000	264.18
		PO-210033	COPIER LEASE	0100-00000-0-1110-1000-560008-001-0000	924.88
					Warrant Total: 1,189.06
	512349855	PO-210033	COPIER LEASE	0100-00000-0-1110-1000-560008-001-0000	184.01
					Warrant Total: 184.01
					Vendor Total: 1,373.07
835-DBA: VILLAGE TIRE SALES	512349856	PO-210607	GRASSHOPPER MOWER	0100-00000-0-0000-8200-430010-000-0000	97.00
					Warrant Total: 97.00
					Vendor Total: 97.00

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 02/01/2021 thru 02/28/2021
Regular Meeting March 15, 2021

Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount	
882-DELL MARKETING L.P.	512349857	PO-210501	SUPPLIES-LLM/P98	0100-74200-0-1110-1000-430000-000-0000	3,030.86	
	Warrant Total:					3,030.86
	512351888	PO-210500	NON CAP TECH.-LLM/P98	0100-74200-0-1110-1000-440002-000-0000	7,515.71	
Warrant Total:					7,515.71	
Vendor Total:					10,546.57	
1077-E. G. BABCOCK CO.	512348598	PO-210581	REPAIRS-GRASSHOPPER	0100-00000-0-0000-8200-430010-000-0000	724.86	
		PO-210581	REPAIRS-GRASSHOPPER	0100-00000-0-0000-8200-560019-000-0000	595.00	
	Warrant Total:					1,319.86
Vendor Total:					1,319.86	
2220-ELECTRIC MOTOR SHOP & SUPPLY	512348599	PO-210529	SUPPLIES-POOL	0100-00000-0-1135-4200-430000-001-0000	663.96	
	Warrant Total:					663.96
	Vendor Total:					663.96
2041-ENFINITY CENTRALVAL7 KJUHSD	512348600	PO-210012	SOLAR	0100-11000-0-0000-8200-550001-000-0005	11,813.54	
	Warrant Total:					11,813.54
	Vendor Total:					11,813.54
1261-ENNS, MIKE	512348601	PO-210013	COMPUTER SERVICE	0100-00000-0-1110-2420-580000-001-0037	2,890.00	
	Warrant Total:					2,890.00
	Vendor Total:					2,890.00
1883-FRESNO COUNTY DEPARTMENT	512349858	PO-210618	GENERATOR FEE	0100-81500-0-0000-8100-580000-000-0000	516.00	
	Warrant Total:					516.00
	Vendor Total:					516.00
338-GRAYBAR ELECTRIC COMPANY INC.	512348602	PO-210560	SUPPLIES-TECH	0100-00000-0-1110-2420-430000-001-0000	1,208.22	
	Warrant Total:					1,208.22
	Vendor Total:					1,208.22
368-INGRAHAM TROPHIES	512348603	PO-210523	AWARDS	0100-00000-0-0000-7150-430003-000-0000	442.90	
	Warrant Total:					442.90
	Vendor Total:					442.90
400-JOE SAUBERT INC.	512349859	PO-210606	REPAIRS-SEWER	0100-81500-0-0000-8100-560019-000-0000	200.00	
		PO-210613	BACKFLOW TESTS	0100-81500-0-0000-8100-580033-000-0000	500.00	
	Warrant Total:					700.00
Vendor Total:					700.00	
1481-JOE'S BATTERY SERVICE	512351889	PO-210634	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	126.36	
	Warrant Total:					126.36
	Vendor Total:					126.36

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 02/01/2021 thru 02/28/2021
Regular Meeting March 15, 2021

Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount
476-LOZANO SMITH LLP	512351890	PO-210628	LEGAL SERVICES-GENERAL	0100-00000-0-0000-7150-580018-000-0000	67.50
				Warrant Total:	67.50
				Vendor Total:	67.50
1358-NELSON'S POWER CENTER	512348604	PO-210582	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	37.96
		PO-210582	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	86.76
				Warrant Total:	124.72
				Vendor Total:	124.72
568-OFFICE DEPOT INC.	512348605	PO-210534	SUPPLIES-OASIS	0100-14000-0-3200-1000-430000-002-0000	6.42
		PO-210534	SUPPLIES-OASIS	0100-14000-0-3200-1000-430000-002-0000	7.84
		PO-210534	SUPPLIES-OASIS	0100-14000-0-3200-1000-430000-002-0000	187.17
		PO-210534	SUPPLIES-OASIS	0100-14000-0-3300-1000-430000-002-0000	6.42
		PO-210534	SUPPLIES-OASIS	0100-14000-0-3300-1000-430000-002-0000	7.83
		PO-210534	SUPPLIES-OASIS	0100-14000-0-3300-1000-430000-002-0000	187.17
				Warrant Total:	402.85
	512349860	CM-210009	RETURN	0100-00000-0-0000-7300-430000-000-0000	(4.24)
		PO-210580	SUPPLIES-ADMIN	0100-00000-0-0000-2700-430000-001-0000	12.63
		PO-210585	SUPPLIES-DIST	0100-00000-0-0000-7300-430000-000-0000	132.22
		PO-210594	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	124.43
				Warrant Total:	265.04
				Vendor Total:	667.89
584-PACIFIC GAS & ELECTRIC CO.	512349861	PO-210019	UTILITIES-KHS/SOLAR	0100-00000-0-0000-8200-550001-000-0000	198.00
		PO-210019	UTILITIES-KHS/NON SOLAR	0100-00000-0-0000-8200-550001-000-0000	4,313.11
		PO-210019	UTILITIES-OASIS/SOLAR	0100-00000-0-3200-8100-550001-002-0000	12.32
		PO-210019	UTILITIES-I.S./SOLAR	0100-00000-0-3300-8100-550001-002-0000	12.32
				Warrant Total:	4,535.75
				Vendor Total:	4,535.75
585-PACIFIC WEST CONTROLS INC.	512349862	PO-210020	HVAC MAINT/SERVICE	0100-81500-0-0000-8100-560010-000-0000	150.00
				Warrant Total:	150.00
	512351891	PO-210643	REPAIRS-WALL SENSOR	0100-81500-0-0000-8100-560019-000-0000	710.71
				Warrant Total:	710.71
				Vendor Total:	860.71
2624-QUEST DIAGNOSTICS HEALTH &	512351892	PO-210644	PROFESSIONAL SERVICES	0100-32100-0-0000-3140-580000-001-0000	460.00
				Warrant Total:	460.00
				Vendor Total:	460.00

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 02/01/2021 thru 02/28/2021
Regular Meeting March 15, 2021

Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount
684-SAN JOAQUIN REGION CATA	512351893	PO-210635	REGIONAL MEETING	0100-35500-0-3800-1000-520000-001-0000	40.00
		PO-210635	REGIONAL MEETING	0100-70100-0-3800-1000-520000-001-0000	40.00
				Warrant Total:	80.00
				Vendor Total:	80.00
700-SCHOOL SERVICES OF CALIFORNIA	512349863	PO-210245	GOVERNOR'S BUDGET WRKSH	0100-00000-0-0000-7300-520000-000-0000	240.00
				Warrant Total:	240.00
				Vendor Total:	240.00
701-SCHOOL SPECIALTY INC.	512349864	PO-210564	SUPPLIES-ATHLETICS	0100-00000-0-1135-4200-430000-001-0000	94.68
				Warrant Total:	94.68
				Vendor Total:	94.68
2620-SCHOOLS EXCESS LIABILITY FUND	512351894	PO-210610	SELF ASSESSMENT	0100-00000-0-0000-7150-580000-000-0000	7,518.88
				Warrant Total:	7,518.88
				Vendor Total:	7,518.88
1995-SHI INTERNATIONAL CORP.	512351895	PO-210558	ADOBE ACROBAT PRO 2020	0100-32100-0-1139-1000-580000-001-0000	817.18
				Warrant Total:	817.18
				Vendor Total:	817.18
724-SISC III	512348607	PV-210011	BC-RETIREE*	0100-00000-0-0000-7110-340200-000-0000	1,836.30
		PV-210011	BOARD	0100-00000-0-0000-7110-340200-000-0000	6,992.50
		PV-210011	BS-RETIREE*	0100-00000-0-0000-7110-370200-000-0000	2,263.80
		PV-210011	RS-RETIREE*	0100-00000-0-0000-8200-370200-000-0000	2,291.80
		PV-210011	JH-RETIREE	0100-00000-0-0000-8200-370200-000-0000	1,801.80
		PV-210011	JD-RETIREE	0100-00000-0-0000-8200-370200-000-0000	1,237.80
		PV-210011	STAFF	0100-00010-0-0000-0000-951400-000-0000	139,573.90
				Warrant Total:	155,997.90
				Vendor Total:	155,997.90
740-STATE OF CALIFORNIA	512349865	PO-210024	FINGERPRINTING	0100-00000-0-0000-7150-580015-000-0000	196.00
				Warrant Total:	196.00
				Vendor Total:	196.00
758-TCM INVESTMENTS	512349866	PO-210025	COPIER RENTAL-AG	0100-70100-0-3800-1000-560008-001-0000	46.32
		PO-210025	COPIER RENTAL-AG	0100-35500-0-3800-1000-560008-001-0000	46.31
		PO-210025	COPIER RENTAL-I.S.	0100-00000-0-3300-8100-560008-002-0000	72.76
				Warrant Total:	165.39
				Vendor Total:	165.39

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 02/01/2021 thru 02/28/2021
Regular Meeting March 15, 2021

Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount
774-THE GAS COMPANY	512349867	PO-210027	NATURAL GAS	0100-00000-0-0000-8200-550003-000-0000	5,309.04
				Warrant Total:	5,309.04
				Vendor Total:	5,309.04
779-THE HOME DEPOT	512349868	PO-210319	SUPPLIES-AG	0100-70100-0-3800-1000-430000-001-0000	326.00
		PO-210319	SUPPLIES-AG	0100-35500-0-3800-1000-430000-001-0000	326.00
		PO-210507	SUPPLIES-TECHNOLOGY	0100-00000-0-1110-2420-430000-001-0000	54.23
		PO-210528	SUPPLIES-CTEIG	0100-63870-0-3800-1000-430000-001-3017	135.30
		PO-210550	SUPPLIES-LM/P98	0100-74200-0-1110-1000-430000-000-6350	75.93
		PO-210550	SUPPLIES-LM/P98	0100-74200-0-1110-1000-430000-000-0000	108.48
		PO-210028	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0004	248.23
				Warrant Total:	1,274.17
				Vendor Total:	1,274.17
2173-THE LINCOLN ELECTRIC COMPANY	512349869	PO-210503	SUPPLIES-LLM/P98/MANUF	0100-74200-0-1110-1000-430000-000-6350	71.16
		PO-210503	SUPPLIES-LLM/P98/MANUF	0100-74200-0-1110-1000-430000-000-6350	113.23
				Warrant Total:	184.39
				Vendor Total:	184.39
1252-TOTAL FILTRATION SERVICES INC.	512349870	PO-210429	ASSORTED FILTERS	0100-81500-0-0000-8100-430018-000-0000	1,050.36
		PO-210429	ASSORTED FILTERS	0100-81500-0-0000-8100-430018-000-0000	230.51
				Warrant Total:	1,280.87
				Vendor Total:	1,280.87
817-UNITED PARCEL SERVICE	512349871	PO-210029	PARCEL SERVICE	0100-00000-0-1110-1000-590010-001-0015	165.00
				Warrant Total:	165.00
				Vendor Total:	165.00
2297-VALERO MARKETING & SUPPLY CO.	512351896	PO-210030	FUEL	0100-00000-0-1110-3600-430009-001-9956	264.49
				Warrant Total:	264.49
				Vendor Total:	264.49
828-VALLEY IRON INC	512348610	PO-210557	SUPPLIES-WELDING COMP	0100-70100-0-3800-1000-430000-001-0000	145.96
		PO-210557	SUPPLIES-WELDING COMP	0100-35500-0-3800-1000-430000-001-0000	145.97
				Warrant Total:	291.93
				Vendor Total:	291.93

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 02/01/2021 thru 02/28/2021
Regular Meeting March 15, 2021

Vendor	Warrant #	Reference	Description	Fu---Re---Y-Gl---Fn---Ob-----Si--Dp	Amount
2151-VERIZON WIRELESS	512348611	PO-210031	CELL PHONES	0100-00000-0-0000-7150-590006-000-0000	428.67
		PO-210530	CSI-INTERNET-OASIS	0100-31820-0-1110-1000-590008-002-0000	4,029.06
		PO-210531	LLM/P98-INTERNET-KHS	0100-74200-0-1110-1000-590008-000-0000	4,637.22
Warrant Total:					9,094.95
	512351897	PO-210031	CELL PHONES	0100-00000-0-0000-7150-590006-000-0000	560.70
		PO-210650	CSI-INTERNET-OHS	0100-31820-0-1110-1000-590008-002-0000	1.06
		PO-210651	LLM/GEER-INTERNET-KHS	0100-32150-0-1110-1000-590008-000-0000	571.22
Warrant Total:					1,132.98
Vendor Total:					10,227.93
2414-WALTERMAN, RYAN	512351898	PO-210648	SUPPLIES-PBIS	0100-14000-0-1110-1000-430000-002-0036	14.54
		PO-210648	SUPPLIES-PBIS	0100-14000-0-1110-1000-430000-002-0036	27.44
Warrant Total:					41.98
Vendor Total:					41.98
848-WARD'S NATURAL SCIENCE	512351899	PO-210467	SUPPLIES-AG SCIENCE	0100-70100-0-3800-1000-430000-001-0000	36.22
		PO-210467	SUPPLIES-AG SCIENCE	0100-35500-0-3800-1000-430000-001-0000	492.48
		PO-210467	SUPPLIES-AG SCIENCE	0100-70100-0-3800-1000-430000-001-0000	28.91
		PO-210467	SUPPLIES-AG SCIENCE	0100-70100-0-3800-1000-430000-001-0000	492.48
		PO-210467	SUPPLIES-AG SCIENCE	0100-35500-0-3800-1000-430000-001-0000	28.92
		PO-210467	SUPPLIES-AG SCIENCE	0100-35500-0-3800-1000-430000-001-0000	36.21
Warrant Total:					1,115.22
Vendor Total:					1,115.22
2321-WESTAIR GASES & EQUIPMENT INC.	512351900	PO-210394	SUPPLIES-WELDING/SWF	0100-63880-0-3800-1000-430000-001-6390	642.06
Warrant Total:					642.06
Vendor Total:					642.06
2616-WORTHINGTON DIRECT HOLDINGS	512348612	PO-210448	FURNITURE	0100-63870-0-3800-1000-440001-001-3015	7,853.47
Warrant Total:					7,853.47
Vendor Total:					7,853.47
2580-ZOOM VIDEO COMMUNICATIONS INC.	512349872	PO-210589	CLOUD RECORDING 3TB	0100-32150-0-1110-1000-580000-000-0000	500.00
Warrant Total:					500.00
Vendor Total:					500.00
Fund Total:					338,748.36

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 02/01/2021 thru 02/28/2021
Regular Meeting March 15, 2021

Vendor	Warrant #	Reference	Description	Fu---Re---Y-Gl---Fn---Ob-----Si--Dp	Amount
1300-Cafeteria Fund					
2163-PRODUCERS DAIRY FOODS INC.	512348606	PO-210596	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	110.47
		PO-210596	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	268.12
		PO-210596	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	110.47
		PO-210596	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	205.10
		PO-210596	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	126.14
		PO-210596	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	173.41
		PO-210596	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	110.39
		PO-210596	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	252.37
				Warrant Total:	1,356.47
				Vendor Total:	1,356.47
755-SYSCO CENTRAL CALIFORNIA INC.	512348608	PO-210597	FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	30.99
		PO-210597	FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	30.99
		PO-210597	FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	30.99
		PO-210597	FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	61.98
		PO-210597	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	179.41
		PO-210597	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	2,391.38
		PO-210597	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	2,458.83
		PO-210597	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	2,580.97
		PO-210597	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	2,777.28
				Warrant Total:	10,542.82
				Vendor Total:	10,542.82
Fund Total:					11,899.29

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
 ACCOUNTS PAYABLE BOARD REPORT
 Issue Date: 02/01/2021 thru 02/28/2021
 Regular Meeting March 15, 2021**

Vendor	Warrant #	Reference	Description	Fu---Re----Y-GI---Fn---Ob-----Si--Dp	Amount
2104-Building Fund					
85-THE BANK OF NEW YORK MELLON	512348609	PO-210588	GEN. OBL. BOND 2014	2104-00000-0-0000-8500-580000-000-0000	750.00
Warrant Total:					750.00
Vendor Total:					750.00
Fund Total:					750.00

ISSUE: Presented to the Board is the 2020-2021 School Plan for Student Achievement (SPSA) for Oasis and Kingsburg Independent Study.

ACTION: Approve or deny the 2020-2021 School Plan for Student Achievement for Oasis and Kingsburg Independent Study.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Kingsburg Independent Study	10 62257 0124727	2/10/2021	
Oasis High School	10 62257 1033729	2/10/2021	

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

This plan meets the requirements for a schoolwide program. Both schools are CSI schools. The use of federal funds helps the district focus on students who struggle academically and are in need of additional support to meet the district wide goals (academic achievement, positive and safe environment, student achievement, and transition to post-secondary schooling/training). For our small district, the use of federal funds helps support specific needs, such as specialized classes (English Workshop, English E, two-year math classes and below grade level math class) for struggling students, instructional aides in classrooms, promoting college awareness and preparation through the AVID program, and academic counseling. This plan includes the use of funds from CSI. The focus of the funds is to lower suspension rates and increase graduation rate.

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

As with all funding, the LEA will use money in a way that best supports student learning. Title I and Title II will focus on supporting low income, English Learners, and foster students by providing support classes, smaller class size and professional development for teachers to better support and engage students. Title IV money will focus on creating a safe environment and providing a well-rounded education for all students. The use of how money is spent is reviewed and discussed with parent groups (District Advisory Committee, School Site Council, and English Learner Advisory Committee/District English Learner Advisory Committee).

Goals, Strategies, Expenditures, & Annual Review

Goal 1

KJUHSD believes that all students need to be able to leave our district college and career ready. Improving student academic achievement helps demonstrate that our students are ready when they graduate with a diploma.

Identified Need

Academic achievement has always been the focus of the district. Dashboard results show that in the area of statewide assessment, the district is below average level 3 in math and only slightly above average level 3 in ELA. Our EAP scores are below the state average. Through stakeholder surveys and input, the district needs to look at adding more AP and honor classes.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
H.S. graduation Rate	Baseline: 95.5% 2019-20: OHS- Goal Not Met, 78.6% graduation rate KIS- Goal Not Met, 52.6% graduation rate	2020-21: 96.5%
State Standardized Assessments as measured by Math CAASPP scores Distance from level 3	Baseline: -40 points 2019-20: OHS- no results due to size. KIS- goal not met, 100.7 points below standards.	2020-21: -30 points
State Standardized Assessments as measured by English CAASPP scores Distance from level 3	Baseline: +27 points 2019-20: OHS- no results due to size. KIS- goal not met, 14.2 points above standard	2020-21: +34 points

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English learners, low income

Strategy/Activity

Credentialed teachers for math classes that do not meet grade level.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1) CSI a) \$50,983	2) CSI b) 430000- Materials and Supplies

Goal 2

Maintain a positive and safe environment- KJUHSD believes that a positive and safe environment is paramount in providing an environment that promotes learning, high academic achievement and students who will become good citizens.

Identified Need

Through parent and student surveys, it was noted that though students feel safe, they feel there is room to improve. The district chronic absenteeism is high and the district feels this number needs to be reduced. With the introduction of student devices, the need for continued education in digital citizenship is needed.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Attendance as measured by district average attendance	Baseline: 97% 2019-20: Accurate attendance not measured due to school closure	2020-21: Maintain 97% or higher
Chronic Absenteeism as measured by % students with 10% or more absenteeism	Baseline: 6.5% 2019-20: Chronic Absenteeism was not measured due to school closure	2020-21: 6.0%
Suspension rate	Baseline: 2.00% 2019-20: OHS- Goal Not Met, 12.7% suspension rate KIS- Goal Met, 0% suspension	2020-21: 1.7%
Expulsion rate	Baseline: .09% 2019-20: OHS- Goal Not Met, 1.59% expulsion rate KIS- Goal Met, 0% expulsion rate.	2020-21: .08%

All students

Strategy/Activity

Contract with outside agencies to provide health services for students.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1) Title IV A) \$13,884- Comprehensive Youth Services	1) Title IV A) 5800-5800: Services
2) CSI A) \$50,000	2) CSI A) 580000- Professional/Consulting Services

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Build a new counseling room and "cool down" office for students

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1) CSI a) \$8,999 b) \$25,000	1) CSI a) 440001- Non-Capitalized Furniture b) 620000-Buildings and Improvements of Buildings

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1) Title II A) \$4,703	1) Title II A) Travel and Conferences
2) CSI A) \$26,697	2) CSI A) 520000- Travel and Conference

Goal 4

Prepare students for the transition to post-secondary schooling/training both through programs directly to students and communication with parents. KJUHSD needs to prepare all students to be college and career ready.

Identified Need

College and career readiness is the goal of the district. Through stakeholder meetings, a need was seen in having more options to help students achieve postsecondary success. Communication about requirements and student progress was an area stakeholders wanted more information on.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Parental Engagement as measured by a summary of progress based on information collected through surveys of parents/guardians and parent participation	<p>Baseline:</p> <p>1) Parent Communication: Agree/ Strongly Agree 78%</p> <p>2) Parent Participation in District Committees/ Meetings: Average 9 parents per committee/meeting</p> <p>2019-20:</p> <p>1) Goal Met: 91.31% agree or strongly agree</p> <p>2) Goal Not Met: Average of 5 parents at committee meetings, but at parent information nights,</p>	<p>1) Parent Communication: Agree/ Strongly Agree 80%</p> <p>2) Parent Participation in District Committees/ Meetings: Average 9 parents per committee/meeting</p>

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1) CSI a) \$36,300	1) CSI a) 590008- Telephone- Internet Services

Annual Review

SPSA Year Reviewed: 2019-2020

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

This is the first year that the alternative education site has a SPSA. In the past, since the district is a one school district, the SPSA was written for both the comprehensive high school and the alternative education. Due to the alternative education site being a CSI school, a SPSA was developed.

Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California *Education Code (EC)* Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with *EC* 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

[This section meets the requirements for TSI and ATSI.]

[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]

Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]

Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **Specific, Measurable, Achievable, Realistic, and Time-bound**. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the "Goal #" for ease of reference.

[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]

Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

[Completing this section fully addresses all relevant federal planning requirements]

expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA's budgeting, its LCAP, and school-level budgeting, if applicable.

[This section meets the requirements for CSI, TSI, and ATSI.]

[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Annual Review

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]

Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total

Appendix A: Plan Requirements

Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
 - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
 1. The comprehensive needs assessment of the entire school shall:
 - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
 - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
 - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
 - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
 - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
 - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
 - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
 - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

Requirements for the Plan

- II. The SPSA shall include the following:

3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.
- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
 1. Ensure that those students' difficulties are identified on a timely basis; and
 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.

Additional Targeted Support and Improvement

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

Single School Districts and Charter Schools Identified for School Improvement

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: *EC* sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

ISSUE:

Presented to the Board for retirement is Kingsburg High School Science Teacher, Steve Harness as of June 4, 2021.

ACTION:

Approve or deny the retirement of Science Teacher, Steve Harness, as of June 4, 2021.

RECOMMENDATION:

Recommend approval with best wishes.

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

Dear Dr. Ryan Phelan,

COPY

This letter has taken me 34 years to write. I am notifying you that, after 34 years of teaching, this will be my last semester teaching at Kingsburg High School. June 30th will be my last day. 1986 seems like a forever ago but in many ways it sped past fast. I truly feel that God has led me here and has blessed my family and myself. Teaching was my second major career choice. After 14 years in retail business I felt the need to move on. My retail company was having difficulties and was closing down. I was asked to move to Texas and manage a store there. My family, my church members, and I prayed hard and I chose to leave the retail business. I had my Illinois teaching credential and always loved science. My geology degree was originally focused on oil exploration. However when I graduated the professional companies had put a hiatus on hiring geologists. I started working retail. So in the summer of 1986 I interviewed at five high schools and was offered five teaching positions. Later I was offered a position at the CART school in Clovis, walking distance from my home, but turned it down. Kingsburg just felt right and Peggy Foletta made me feel at home, despite having no AC in the science wing. Kingsburg has given me many areas to explore. I coached tennis for 15 years, coached Mock Trial for 3 years, and I have been the MESA adviser for 10 years. I also ran the observatory for many, many years, showing the students and the community the wonders of the stars.

I can't tell you how much Peggy has influenced me. She was the first to use modern technology at the high school (The internet was paid for by a soda machine in her room). Her nickname was Mrs. Gadget. She showed me that the world is our science lab and to teach students about it. There were many trips to Yosemite National Park including four-day backpacking trips, elephant seal trips, the aquarium, and whale watching. We showed the students the wonders of the night sky through telescopes. We even went kayaking with students at Catalina and capsized our kayak. Our many excursions to the Kings River for water testing helped us to show students the importance of water to our region. I am glad that Leigh-Ann has come to teach here. She is our technology guru.

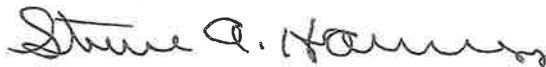
I can't leave without giving credit to Linda Clark. She pretty much told us to get out there and teach. Linda taught me to be compassionate with our students. She also introduced me to the AVID program. This has had a pronounced impact on not only myself but to the school culture. Imagine taking a group of freshmen who are underrepresented at the universities due

to their social and ethnicity and in four years have them ready to compete at a college and university level. With over two thirds of the AVID students earning degrees they have given a positive impact to our region. Many of them have become teachers and several others have entered the medical field. It makes me proud to see their accomplishments. From the first graduating AVID class to today, they have helped raise the bar for students to further their education. I have taught AVID for 24 years and had eight AVID classes.

Finally I have to thank the school administration for the many opportunities they have given me. It started with sending me to Fresno Pacific for training in math and science. The end result was my masters degree from there. I went to many AVID summer institutes and regional meetings and learned to apply those strategies to my other classes. I was allowed to start the MESA program at our school which has led many to STEM careers. I thank the school for giving the teachers the ability to adapt and change their curriculum to help students. It's no wonder so many alumni come back to teach at their alma mater.

As I leave I am very proud of our school, the staff and the teachers. In the science department I feel that we have one of the best science departments in the region. Each teacher has very unique qualities that when blended together will give students the best science education around. Leigh-Ann is exciting and innovative in her teaching. Satinder is known as the "nice" teacher but they found out that nice does not mean easy. Pauline drives her students hard but is extremely compassionate. They really learn to think from her. Darin has always been one to set standards for students to meet. Scott teaches the students to think and excel. Believe me in this. I have gone to many workshops and conferences and heard the teachers complain. I always felt blessed to come to our campus. I will miss Kingsburg, the students, teachers, and staff.

Sincerely,



Steven A. Harness

Science Department Chair

AVID Coordinator

MESA Adviser, Globe Trainer, Upward Bound

ISSUE: Presented to the Board is mandated board policy –second reading for March and May of 2019.

ACTION: Approve or deny the Mandated Board Policy – second readings for March and May of 2019.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

POLICY GUIDE SHEET

March 2019

Page 1 of 4

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

BP/AR 1312.3 - Uniform Complaint Procedures

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAWS** authorizing the use of uniform complaint procedures (UCP) to resolve allegations of noncompliance with accommodations for pregnant and parenting students (**AB 2289**), the development and adoption of an LCFF budget overview for parents/guardians (**AB 1808**), the development of a school plan for student achievement (**AB 716**), and specified educational rights of migrant students and immigrant students enrolled in a newcomer program (**AB 2121**). Policy also updates section on "Non-UCP Complaints" to reflect **NEW LAW (AB 1808)** which provides that complaints alleging health and safety violations in license-exempt California State Preschool Programs are subject to Williams UCP. Regulation also updates section on "Notifications" to more closely reflect the California Department of Education's (CDE) Federal Program Monitoring instrument, deletes section on "District Responsibilities" which duplicates material in other sections, reorganizes section on "Report of Findings" for clarity, and revises section on "Corrective Actions" to delete item #9 which is not a remedy.

AR/E 1312.4 - Williams Uniform Complaint Procedures

(AR, E(1), and E(2) revised; E(3) and E(4) added)

Regulation updated to reflect **NEW LAW (AB 1808)** which authorizes the use of Williams UCP to resolve allegations of health and safety violations in license-exempt California State Preschool Programs. Regulation also adds optional paragraph authorizing the use of Williams UCP for complaints alleging that a school that serves grades 6-12 and meets a 40 percent student poverty threshold fails to comply with the requirements to stock at least 50 percent of the school's restrooms with feminine hygiene products and to not charge students for such products. Exhibit 1 revised to add the applicable complaint procedure for the types of complaints listed in the notice. Exhibit 2 expands the applicability of the complaint form to include complaints alleging the failure to provide feminine hygiene products. New Exhibits 3 and 4 provide a sample notice and complaint form for complaints regarding health and safety in license-exempt preschool programs pursuant to AB 1808.

AR 1340 - Access to District Records

(AR revised)

Regulation updated to revise section on "Public Records" to delete legal cite which was repealed pursuant to **NEW LAW (AB 716)** and to include any district or school plan, unless otherwise prohibited by law, as a public record to which members of the public have access. Regulation also updated to reflect the prohibition against disclosing an individual's citizenship or immigration status or religious beliefs, practices, or affiliation to federal government authorities.

BP/AR 3100 - Budget

(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 1808)** which requires districts to annually develop, adopt, and post an LCFF budget overview for parents/guardians and to file the budget overview with the county superintendent of schools. Section on "Long-Term Financial Obligations" revised to reflect **NEW LAW (SB 1413)** which establishes the California Employers' Pension Prefunding Trust Program to allow districts to prefund required contributions to the California Public Employees' Retirement System. Regulation updated to emphasize that any recommendations by the budget advisory committee should be consistent with the district's vision, goals, priorities, LCAP, and other comprehensive plans and to clarify that a regional budget review committee convened by the county superintendent of schools requires approval of the Superintendent of Public Instruction as well as the district board.

POLICY GUIDE SHEET

March 2019

Page 2 of 4

BP/AR 3260 - Fees and Charges

(BP/AR revised)

Policy and regulation updated to add new section on "Collection of Debt," reflecting **NEW LAW (AB 1974)** which prohibits negative action against a student or former student for a debt owed to the school and requires districts to provide parents/guardians with an itemized invoice that references applicable district policies. Regulation also revised to more directly reflect the most recent CDE fiscal advisory regarding student fees.

BP/AR 3515.4 - Recovery for Property Loss or Damage

(BP/AR revised)

Policy updated to reflect the 2019 limits for parent/guardian liability for property loss or damage caused by a child's willful misconduct and for any reward paid for information leading to the identification of persons responsible for property damage. Policy also reflects **NEW LAW (AB 1974)** which prohibits the collection of debt owed by a current or former homeless or foster youth. Regulation updated to reflect the requirement to offer an option for a student to provide work in lieu of payment when the parents/guardians are unable to pay, and AB 1974 which allows the district, at its discretion, to offer any student, regardless of ability to pay, a nonmonetary means to settle debt. Regulation also adds a paragraph allowing the district to withhold a student's grades, diplomas, or transcripts until the damages have been recovered. Section on "Payment of Reward" deleted and key concepts moved to BP.

BP/AR 4030 - Nondiscrimination in Employment

(BP/AR revised)

Policy and regulation updated to clarify applicability of the policy to nonemployees providing services to the district pursuant to a contract. Policy reflects **NEW STATE REGULATIONS (Register 2018, No. 20)** which add a definition of national origin and make it an unlawful employment practice to inquire into or discriminate against an employee on the basis of immigration status. Policy also reflects **NEW LAW (SB 1300)** which (1) prohibits districts from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or release the right to file a claim against the district for unlawful acts in the workplace, including sexual harassment, and (2) provides that a district may be responsible for any harassment (not just sexual harassment) of employees by nonemployees if the district knows or should have known of the conduct and failed to take action. Regulation revises section on "Measures to Prevent Discrimination" to reflect a requirement, formerly in BP, to post the California Department of Fair Employment and Housing (DFEH) poster on workplace discrimination and harassment and to add the requirement to post the DFEH poster on the rights of transgender employees. Regulation also reflects **NEW LAW (SB 1300)** which authorizes training on bystander intervention.

AR 4161.1/4361.1 - Personal Illness/Injury Leave

(AR revised)

Regulation updated to revise section on "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" to clarify that, for districts choosing Option 2, employees must receive "at least" 50 percent of their regular salary during the additional period of absence. Section on "Parental Leave" updated to reflect **NEW LAW (AB 2012)** which requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave.

AR 4261.1 - Personal Illness/Injury Leave

(AR revised)

Regulation updated to revise section on "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" to clarify that, for districts choosing Option 2, employees must receive "at least" 50 percent of their regular salary during the additional period of absence. Section on "Parental

POLICY GUIDE SHEET

March 2019

Page 3 of 4

Leave" updated to reflect **NEW LAW (AB 2012)** which requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave.

BP/AR 5117 - Interdistrict Attendance

(BP/AR revised)

Policy updated to delete references to the Open Enrollment Act since schools are not currently being identified as low achieving based on the Academic Performance Index, update legal cites, and clarify the continuing requirement to register as a school district of choice with the Superintendent of Public Instruction and county board of education before enrolling students under that program. Regulation updated to reflect **NEW LAW (AB 2826)** which adds a requirement, applicable to districts that have entered into interdistrict attendance agreements, to post on their web site the procedures and timelines for requests for interdistrict transfer permits. Regulation also reflects timelines added by AB 2826 for notifying parents/guardians of the district's granting or denial of the transfer request, which differ for current-year and future-year transfer requests, and for the parent/guardian's appeal of the district's decision to the county office of education. In section on "School District of Choice Program," material deleted regarding the denial of a transfer into the district based on a negative impact on a desegregation plan or the racial/ethnic balance of the district, as such grounds are only applicable to transfers out of the district.

AR 5125.2 - Withholding Grades, Diploma and Transcripts

(AR revised)

Regulation updated to reflect **NEW LAW (AB 1974)** which allows districts to offer any student, other than a current or former homeless student, nonmonetary means to settle debt owed for property loss or damage resulting from the student's willful misconduct and to withhold the student's grades, diploma, and/or transcripts until the work or other alternative is completed.

BP 5127 - Graduation Ceremonies and Activities

(BP revised)

Policy updated to provide optional language providing that passage of any of the three high school equivalency tests approved by the State Board of Education is not equivalent to completing all graduation requirements for participation in graduation ceremonies. Option for student-initiated, student-led prayer at graduation ceremonies deleted consistent with court decisions which suggest that such prayer could be unconstitutional. Policy also reflects **NEW LAW (AB 1248)** which permits students to wear tribal regalia or recognized religious or cultural adornments to the cap and gown, unless the district determines that an item is likely to cause substantial disruption of the ceremony.

E 5145.6 - Parental Notifications

(E revised)

Exhibit reflects **NEW LAWS** requiring parental notice of the rights of pregnant and parenting students (**AB 2289**), mental health services available in the school and community (**AB 2022**), risks and effects of lead exposure when child enrolls in a licensed child care center or preschool (**AB 2370**), and specified educational rights of migrant students and newly arrived immigrant students in grades 11-12 (**AB 2121**). Exhibit also deletes two items related to Open Enrollment Act transfers since schools are not currently being identified as low achieving under this program. Section V updated to add legal cite pursuant to **NEW LAW (AB 1808)** which requires classroom notice on Williams UCP to include health and safety issues in license-exempt California State Preschool Programs.

POLICY GUIDE SHEET

March 2019

Page 4 of 4

BB/E 9323.2 - Actions by the Board

(BB/E(1)/E(2) revised)

Bylaw updated to reference the timelines by which a civil action may be filed to determine the applicability of the Brown Act to past board actions, and to clarify the circumstances under which a board action cannot be invalidated. Exhibit 1 updated to consolidate several items related to situating a community day school on an existing school site, add board action to respond to an emergency facilities condition without giving notice for bids to let contracts (requiring two-thirds vote for three-member boards, or four-fifths vote for five-member and seven-member boards), and reflect **NEW LAW (AB 2249)** which amends the threshold requirements for public works projects bid pursuant to the Uniform Public Construction Cost Accounting Act. Section on "Actions Requiring a Unanimous Vote of the Board" updated to further explain the ability to authorize the use of day labor or force account and/or waive the competitive bid process when the board determines that an emergency exists. Exhibit 2 contains minor revision for clarity.

POLICY GUIDE SHEET

May 2019

Page 1 of 3

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

BP/AR 1312.1 - Complaints Concerning District Employees

(BP/AR revised)

Policy updated to reflect a court decision which held that a district cannot bar criticism of employees at public board meetings, and to add referral of complainants to the appropriate complaint procedures when concerns are expressed at a board meeting or to an individual board member outside a board meeting. Policy includes material formerly in AR regarding reports against employees for child abuse or neglect, and adds circumstances under which complaints should be addressed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures or AR 4030 - Nondiscrimination in Employment. Policy also adds material related to the investigation of a complaint, including an anonymous complaint, and includes material formerly in AR regarding appeals to the board. Regulation reorganized and updated to require that complaints be made in writing and to add steps regarding the investigation of the complaint and the notification of the complainant and employee regarding the final decision.

BP/AR 3250 - Transportation Fees

(BP/AR revised)

Policy updated to reference types of transportation services, in addition to home-to-school transportation, for which fees may be charged. The basis for establishing the amount of the fee deleted in BP since it is addressed in AR. Policy also adds material formerly in AR regarding (1) criteria for determining exemption of transportation fees based on financial need and (2) board certification to the county superintendent of schools that fees have been levied in accordance with law. Regulation reorganized to describe the types of transportation services for which fees are allowed, the amount of the fee, and then exemptions from fees. Material regarding the establishment of fees revised to reflect current practice which is no longer based on the Superintendent of Public Instruction's determination of the statewide average nonsubsidized cost of providing transportation on a publicly owned or operated transit system.

BP 3510 - Green School Operations

(BP revised)

Policy expands best practices for environmental accountability in district programs and operations, including involvement of staff at all levels, use of least toxic pest management practices, compliance with green building standards in any new construction, limitation of unnecessary idling of school buses or personal vehicles, implementation of green practices in the district's food services program, and use of green school activities as tools for student learning.

BP/AR 3511 - Energy and Water Management

(BP/AR revised)

Policy and regulation updated to reflect recommendations in **NEW STATE GUIDANCE** from CDE, the Division of the State Architect in the Department of General Services, and the State Water Resources Control Board. Policy also deletes green school strategies duplicated in other policies, and adds coordination with local and regional entities to share expertise and resources. Section on "Storm Water Management" deletes specific requirements for "nontraditional MS4 entities" that are subject to the General Permit for Storm Water Discharges to Small Municipal Separate Storm Sewer Systems, and clarifies that districts may also be subject to the Construction General Permit and the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Industrial Activities.

POLICY GUIDE SHEET

May 2019

Page 2 of 3

Section on "Emergency Interruption of Services" contains material formerly in AR. Regulation expands components of the district's resource management program to include strategies related to outdoor spaces, drought-tolerant habitats, and equipment maintenance and repair. Regulation also adds new section on "Storm Water Management" with examples of best practices and adds new material related to the emergency interruption of services.

AR 3514 - Environmental Safety

(AR revised)

Regulation updated to reflect **NEW LAW (AB 2453, 2018)** which (1) authorizes state facilities modernization grants to be used to update air filtration systems and (2) authorizes districts and schools in communities with a high cumulative exposure to toxic air contaminants to work with air districts and to be eligible for a grant to implement air quality mitigation efforts. Regulation also reflects the July 1, 2019 deadline for completing testing for lead in the drinking water of any school constructed before January 1, 2010, and **NEW LAW (AB 2370, 2018)** which requires a licensed child care center that is located in a building constructed before January 1, 2010 to have its drinking water tested for lead contamination.

BP/AR 3540 - Transportation

(BP revised; AR deleted)

Policy updated to include material formerly in AR regarding the means of transportation, contracts for transportation services, and the option to pay parents/guardians their actual and necessary expenses in transporting the student. Policy also addresses (1) the district's authority to require families to pay a transportation fee, with specified exceptions; (2) the district's authority to transport students without parent/guardian permission when evacuation of students is necessary for their safety; and (3) the installation of a global positioning system on school buses to enhance safety and provide real-time location data. Regulation deleted and key concepts moved to BP.

BP 4119.22/4219.22/4319.22 - Dress and Grooming

(BP revised)

Policy updated to reflect laws which allow employees to appear and dress in a manner consistent with their gender identity, gender expression, or religious creed. Policy also adds material regarding the communication of the district's dress and grooming policy to employees.

BP 5131.2 - Bullying

(BP revised; AR added)

Policy updated and regulation added to reflect **NEW LAW (AB 2291, 2018)** which mandates districts to adopt, on or before December 31, 2019, procedures for preventing acts of bullying, including cyberbullying. Regulation includes material formerly in BP re: bullying prevention measures, staff development, student instruction, reporting, and corrective actions. Regulation also adds definition of bullying and examples of behaviors that may constitute bullying and cyberbullying, and reflects CDE's online training module on bullying developed pursuant to AB 2291.

BP/AR 5132 - Dress and Grooming

(BP/AR revised)

Policy updated to address communication of the dress code to students and staff; grant enforcement authority to the principal or designee; prohibit discriminatory enforcement of the dress code, including, but not limited to, discrimination based on gender identity, gender expression, or religious or cultural observance; and address disciplinary action for repeated violations or refusal to comply with the dress code. Policy also provides that the determination of specific items of clothing defined as gang apparel shall be free from bias based on race, ethnicity, national origin, immigration status, or other protected characteristics. Regulation updated to provide general, gender-neutral guidelines for the dress code that may be revised to reflect district practice; add circumstances under which the dress code should be

POLICY GUIDE SHEET

May 2019

Page 3 of 3

modified for classes, activities, or individual students; and call for collaboration with law enforcement agencies to update definitions of gang-related apparel.

BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction

(BP/AR revised)

Policy updated to more directly reflect the goals of the California Healthy Youth Act, incorporate the legal requirement for districts whose graduation requirements include completion of a health education course to include instruction on the affirmative consent standard, and reflect **NEW LAW (SB 1104, 2018)** which requires districts offering grades 6-12 to provide information on human trafficking prevention resources to parents/guardians by January 1, 2020. Policy also adds timeline for notification to parents/guardians that they may request to excuse their child from comprehensive sexual health and HIV prevention education. Regulation updated to reflect **NEW LAW (AB 1861, 2018)** which requires that comprehensive sexual health education include specified information regarding human trafficking, and **NEW LAW (AB 1868, 2018)** which authorizes instruction regarding the potential risks and consequences of electronically sharing suggestive or sexually explicit materials. Section on "Professional Development" updated to reflect a legal requirement to provide periodic staff development regarding sexual abuse and human trafficking.

BP 6142.6 - Visual and Performing Arts Education

(BP revised)

Policy updated to reflect revised content standards for visual and performing arts, including media arts, adopted by the State Board of Education in January 2019. Policy incorporates the philosophical foundation, lifelong goals, and artistic processes upon which the state standards are based.

BP 6146.1 - High School Graduation Requirements

(BP revised)

Policy includes minor revision to clarify that immigrant students enrolled in a newcomer program in grades 11-12 may be eligible for an exemption from locally established graduation requirements, regardless of whether they transferred between schools after the completion of the second year of high school.

ISSUE:

Presented to the Board for adoption is Resolution #R19-2021 Awarding a Contract to SHI International Corp., using the piggy back clause identified in City of Mesa, Arizona Contract Number 2018011-02 for Information Technology Solutions and Services in the amount of \$169,003.65.

ACTION:

Approve or deny Resolution #R19-2021 Awarding Contract to SHI International Corp. for Information Technology Solutions and Services.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____



COPY

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

Superintendent | Don Shoemaker

Board of Trustees | Rick Jackson | Brent Lunde | Steve Nagle | Mike Serpa | Johnie Thomsen

In the Matter of Awarding a Contract to SHI)	
International Corp., for Information)	RESOLUTION
Technology Solutions and Services.)	NO.R19-2021
)	

WHEREAS, Public Contract Code Section 20118 authorizes school districts to utilize other public agency competitively bid contracts; and

WHEREAS, City of Mesa, Arizona awarded a competitively bid contract to SHI International Corp., at competitive prices; and

WHEREAS, City of Mesa, Arizona have made their contract available to the Kingsburg Joint Union High School District;

NOW, THEREFORE, BE IT RESOLVED and ordered that the Kingsburg Joint Union High School District Board of Trustees determines that it is in the best interest of the District to award a contract to SHI International Corp., pursuant to the City of Mesa, Arizona Contract Number 2018011-02 for Information Technology Solutions and Services., valid through February 28, 2023, for the procurement of Information Technology Solutions and Services, terms and conditions of the contract awarded by the City of Mesa, Arizona.

IN WITNESS OF THE ABOVE STATED ACTION, I have hereunto set my hand this 15th day of March, 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

March 15, 2021

By: _____
Rick Jackson
President Board of Trustees
Kingsburg Joint Union High School District



KJUHSD

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

COPY

Superintendent | **Don Shoemaker**

Board of Trustees | **Rick Jackson** | **Brent Lunde** | **Steve Nagle** | **Mike Serpa** | **Johnnie Thomsen**

Date: March 15, 2021

To: Board of Trustees

From: Rufino Ucelo Jr., Chief Business Official (CBO)

Subject: Item 9.6.: Adopt Resolution #R19-2021 – SHI International Corp – Piggyback/Agreement

CBO RECOMMENDATION: Board approval is requested for adoption of Resolution No. R19-2021 allowing Kingsburg Joint Union High School District (KJUHSD) to piggyback on an agreement identified as City of Mesa, Arizona Contract Number 2018011-02 for Information Technology Solutions and Services.

BACKGROUND INFORMATION: CBO reviews contracts, which have been competitively bid by public agencies and are available for use by all public agencies. The purpose of the review is to determine the most cost effective basis for the District to procure its own equipment and supplies as may be required.

The City of Mesa, Arizona competitively solicited Bid Solicitation Number 2018011 and is available to all public agencies. The contract allows school districts to utilize the contract pursuant to Public Contract Code section 20118. The contract is valid through February 28, 2023. CBO has determined that the use of this contract is in the best interest of the District when needed for Information Technology Solutions and Services.

CURRENT CONSIDERATION: CBO is presenting this resolution to amplify when utilizing a piggyback clause. It is recommended that the Board of Trustees approve Resolution No. #19-2021, and to award the contract to SHI International Corp., for the procurement of Information Technology Solutions and Services, pursuant to the contract awarded by the City of Mesa, Arizona.

REVIEW BY OTHERS: Don Shoemaker, Superintendent

ATTACHMENTS:

- Resolution No. R19-2021,
- City of Mesa, Arizona Contract Number 2018011-02 for Information Technology Solutions and Services.
- SHI International Corp., Quote

FISCAL IMPACT: \$169,003.65



Pricing Proposal
 Quotation #: 20110112
 Created On: 2/24/2021
 Valid Until: 2/26/2021

Kingsburg Joint Union High School District

Senior Inside Account Executive

Noel Chavez
 1900 18TH AVE.
 KINGSBURG, CA 93631
 United States
 Phone: (559) 897-7721
 Fax:
 Email: nchavez@kingsburghigh.com

Francesca Lima
 290 Davidson Ave
 Somerset, NJ, 08873
 Phone: 732-652-3092
 Fax: 732-652-3099
 Email: Francesca_Lima@shii.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Arm Mount Verkada - Part#: ACC-mnt-2	30	\$69.40	\$2,082.00
2 L-Bracket Mount Verkada - Part#: acc-mnt-3	10	\$98.00	\$980.00
3 Camera dome angle mount Verkada - Part#: ACC-MNT-7	10	\$119.20	\$1,192.00
4 Camera pendant cap Verkada - Part#: ACC-MNT-8	30	\$51.80	\$1,554.00
5 Pole Mount, 2nd Generation Verkada - Part#: ACC-MNT-9	2	\$156.80	\$313.60
6 Verkada CB61-TE Outdoor Bullet Camera, 4K, Telephoto Zoom Le Verkada - Part#: CB61-30TE-HW	6	\$1,384.30	\$8,305.80
7 Verkada CD61 - network surveillance camera - with 30 days of Verkada - Part#: CD61-30-HW	5	\$968.90	\$4,844.50
8 CD61-E Outdoor Dome Camera, 30 Days Verkada - Part#: CD61-30E-HW	75	\$1,091.70	\$81,877.50
9 Command Cloud Service - subscription license (5 years) Verkada - Part#: LIC-5Y	86	\$545.50	\$46,913.00
10 5 Year SV11 License Verkada - Part#: LIC-SV-5Y	8	\$709.60	\$5,676.80
11 SV11 Environmental Sensor Verkada - Part#: SV11-HW	8	\$709.60	\$5,676.80

Subtotal	\$159,416.00
Shipping	\$0.00
*Tax	\$9,587.65
Total	\$169,003.65

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

ISSUE: Presented to the Board are the KJUHSD Reclassification Forms for English Language Proficiency Assessments that have been revised February 2021.

ACTION: Approve or deny the new revisions of the KJUHSD Reclassification Forms.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

Reclassification Form

Student Name: _____ **ID #** _____ **Grade:** _____ **English teacher:** _____

1. **English Language Proficiency Assessment for California.** Interim Reclassification, until California full establishes guidelines. To be considered for reclassification a student must be well developed overall; moderately developed in oral language and written language; Somewhat/moderately in reading, writing, listening, and speaking.

Test	Scale Score	Moderately Developed	Well Developed
Overall			
Oral Language			
Written Language			
Sub Test	Scale Score	Somewhat/Moderately	Well Developed
Reading			
Writing			
Listening			
Speaking			

2. **Comparison of Performance in Basic Skills** Student must meet criteria.
 a) Score of equal to or higher than the school average on the English Benchmark Test _____ or
 b) SBAC score that meets or exceeds requirements _____
3. **Teacher Evaluation** Student must meet the criteria below:
 a) SOLOM (Student Oral Language Observation) = 19 or higher. Score _____
 b) Writing Success= C or higher on teacher writing assessment. Writing Grade _____

_____ I do recommend student for reclassification. _____ I DO NOT recommend student for reclassification

because _____

Teacher Signature _____ Date _____

Principal/Signature _____ Date _____

Parent Opinion and Consultation

The meaning of reclassification, the district’s reclassification criteria and process, my child’s scores and how his/her academic program will change as a result of reclassification have all been clearly explained to me.

_____ I have received the reclassification information for my child.

Parent Signature _____

_____ Student meets all district reclassification criteria and is now classified as fluent English proficient.

_____ Student does not meet district reclassification criteria because _____
 (Student is officially reclassified only after district level review and signature.)

English Learner Coordinator Signature _____ Date _____

NOTE: IF THIS FORM IS NOT RETURNED WITHIN 10 DAYS OF RECEIPT YOUR CHILD WILL AUTOMATICALLY BE RECLASSIFIED AS A RECLASSIFIED FLUENT ENGLISH PROFICIENT STUDENT.

UNIÓN DEL DISTRITO DE ESCUELAS SECUNDARIAS CONJUNTAS DE KINGSBURG

Formulario de reclasificación

Nombre del estudiante: _____ No de Identificación _____ Grado: _____

Maestro/a de Inglés: _____

1. **Evaluación del dominio del idioma inglés para California.** Reclasificación provisional, hasta que California establezca pautas completas. Para ser considerado para la reclasificación, un estudiante debe estar bien desarrollado en general; moderadamente desarrollado en lenguaje oral y lenguaje escrito; Algo / moderadamente en leer, escribir, escuchar y hablar.

Prueba	Escala de puntuación	Moderadamente desarrollado	Bien desarrollado
En general			
Lenguaje oral			
Lengua escrita			
Sub prueba	Escala de puntuación	Algo / Moderadamente	Bien desarrollado
Leyendo			
Escritura			
Escuchando			
Hablando			

2. **Comparación de rendimiento en habilidades básicas El alumno debe cumplir los criterios.**
 a) Puntaje igual o superior al promedio de la escuela en el examen comparativo de inglés _____ o
 b) Puntaje SBAC que cumple o excede los requisitos _____
3. **Evaluación del maestro El alumno debe cumplir con los siguientes criterios:**
 a. SOLOM (observación del lenguaje oral del estudiante) = 19 o más. Puntuación _____
 b. Exito de escritura = C o más alto en la evaluación de redacción del docente. Escribir Grade _____

_____ Recomiendo al estudiante para la reclasificación. _____ NO RECOMIENDO estudiante para reclasificación

Firma del maestro _____ Fecha _____

Firma/Principal _____ Fecha _____

Consulta y opinión de los padres

El significado de la reclasificación, el estándar y proceso de reclasificación del distrito, y cómo las calificaciones de mi hijo van a cambiar su programa académico como resultado de la reclasificación me han sido todas explicadas claramente.

He recibió la información de reclasificación para mi hijo.

Firma del padre _____

_____ El estudiante cumple todos los estándares de reclasificación del distrito y ahora está clasificado como un estudiante fluido en el idioma inglés.

_____ El estudiante no cumple con los estándares de reclasificación del distrito porque _____.
 (El estudiante es oficialmente reclasificado; sólo después de la revisión del nivel del distrito y firma).

Firma del Coordinador del estudiante de Inglés _____ Fecha _____

NOTA: SI ESTE FORMULARIO NO ES DEVUELTO DENTRO DE 10 DÍAS DEL RECIBO DEL MISMO, SU HIJO SERÁ AUTOMÁTICAMENTE RECLASIFICADO COMO ESTUDIANTE FLUIDO EN EL IDIOMA INGLÉS.

Copias: Para padres (después de la revisión del distrito), en la carpeta Cumfolder y en el archivo de Idioma Inglés del estudiante Revisado

ISSUE:

Presented to the Board is the Oral E. Micham Inc. Contract, for the Kingsburg High School Proposed Ag Shop Canopy/Project Number 02-118435 in the amount of \$170,066.00.

ACTION:

Approve or deny the Oral E. Micham Inc., Contract for the Ag Shop Canopy in the amount of \$170,066.00

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____



COPY

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

Superintendent | **Don Shoemaker**
Board of Trustees | **Rick Jackson** | **Brent Lunde** | **Steve Nagle** | **Mike Serpa** | **Johnie Thomsen**

Kingsburg High School Proposed Ag Shop Canopy Agreement

Project Number: 02-118435

AGREEMENT made as of the _____ day of _____ in the year _____

BETWEEN the Owner:

Kingsburg Joint Union High School District
1900 18th Ave.
Kingsburg, Ca 93631

And, the Contractor

Oral E. Micham
21128 Sentinel Drive
Woodlake, Ca 93286

for the following Project:

The project consists of a proposed new concrete apron and metal shade canopy totaling approximately 1,800 sq. ft. adjacent to the existing agricultural shop and classroom building.

The Architect:

The Taylor Group Architects of California, Inc.
410 Park Creek Drive
Clovis, Ca 93611
PH: 559-708-4046

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 PREVAILING WAGES

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated 09/18/2020, and enumerated as follows:

Drawings:

All drawings listed under the "Sheet Index" heading on Cover Sheet - C (15 sheets, total) of the "Proposed Ag Shop Canopy For: Kingsburg High School - Back check Submittal" drawing set. Drawing set dated 09/18/2020 with "DSA Reviewed" stamp dated 10/06/2020.

Specification:

All sections listed under the "Table of Contents" section of the "Technical Specifications for Proposed Ag Shop Canopy for Kingsburg High School" Project Manual. Project Manual dated June 30, 2020 with "DSA Reviewed" stamp dated 10/06/2020.

- .3 other documents, if any, identified as follows:
DSA Form DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2019 CBC for Project Application number 02-118435, dated 09/18/2020 with "DSA Reviewed" stamp dated 10/06/2020.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

Not later than Ninety (90) calendar days from the date of commencement

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

One Hundred Seventy Thousand and Sixty Six Dollars (\$170,066)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12.

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than Two Million Dollars (\$2,00,000) each occurrence, and Four Million Dollars (\$4,000,000) general aggregate.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the

instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

Rufino Ucelo Jr., Chief Business Official: rucelo@kingsburghigh.com

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and

shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this

Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 PREVAILING WAGES

§ 17.1 The project is a public work, the work shall be performed as a public work, and under California Labor Code section 1770 et seq., the Director of the California Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension,

vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are available at dir.ca.gov. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record for work on this project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the DIR. Contractor and all subcontractors shall comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

As a public work, the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000): in order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1(1720 et seq.) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (1720 et. seq.)of the Labor Code.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Don Shoemaker, Superintendent
Kingsburg Joint Union High School District

CONTRACTOR *(Signature)*

Steve Tindle, Vice President
Oral E. Micham Inc.

ISSUE: Presented to the Board is the Second Interim Report 2020-2021.

ACTION: Approve or deny the Second Interim Report 2020-2021.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

ISSUE:

Presented to the Board is the School Psychologist Services Agreement 2021-2022 in the amount of \$82,280.00 between Kingsburg Joint Union High School District and County Superintendent of Schools.

ACTION:

Approve or deny the School Psychologist Services Agreement 2021-2022.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____



SCHOOL PSYCHOLOGIST SERVICES AGREEMENT ("Agreement")

Legal Doc./Contract No. of this signed Agreement (*Legal Services use only*): 129109

COVER

AGENCY

Kingsburg Joint Union High School District ("**Agency**")
Attn: Don Shoemaker, Superintendent
1900 18th Ave.
Kingsburg, CA 93631
Phone: (559) 897-7721
Email: dshoemaker@kingsburghigh.com

FCSS

Fresno County Superintendent of Schools ("**FCSS**")
Attn: Trish Small, Director
Dept.: Pupil Personnel Services
Fresno County Office of Education
1111 Van Ness Avenue
Fresno, CA 93721-2000
Phone: (559) 265-3001
Email: tsmall@fcoe.org

CONTRACT TERM (see § 3.1)

"**Effective Date**": July 1, 2021
"**Termination Date**": June 30, 2022

PAID SERVICES AND CONTRACT AMOUNT. Agency shall pay FCSS for credentialed school psychologist services ("**Paid Services**") in accordance with the following (see Art. 1):

MARK ONE: No Paid Services Paid Services as stated in 1-2 below (**complete 1-2 below**)

1. **CONTRACT AMOUNT.** The Contract Amount shall be calculated as follows:
 - a. Maximum *number of Service Days* on which Paid Services to be provided: 4.00 (149.6 per year)
 - b. Maximum *number of weeks* on which Paid Services to be provided: 37.4
 - c. Amount Agency shall pay FCSS for each Service Day of Paid Services: \$550.00
 - d. "**Contract Amount**" (sum of a x b x c): \$82,280.00

2. **PAYMENT METHOD AND SCHEDULE:** Agency shall pay the Contract Amount to FCSS as designated below (**mark one**):

Automatic Transfer. FCSS will transfer the Contract Amount from Agency's account to FCSS' account on or about March 1 during the Contract Term.

Tender of Payment. Agency will be invoiced for the Contract Amount in or after May during the Contract Term. Payment shall be received by FCSS no later than thirty (30) days from the date of the invoice.

DIRECT SERVICES. FCSS will also provide, at no cost to Agency, credentialed school psychologist services ("**Direct Services**") as follows:

MARK ONE: No Direct Services Direct Services as stated in 1-3 below (**complete 1-3 below**)

1. Maximum *number of Service Days* on which Direct Services to be provided:
2. Maximum *number of weeks* on which Direct Services to be provided:
3. Total number of days on which Direct Services to be provided (sum of 1 x 2):


REQUIRED DOCUMENTS. Each Party, upon the other Party's request, shall provide written proof that the following insurance is in effect during the Contract Term, such proof referred to as "Required Document" (see Art. 4):

- 1. Commercial general liability
- 2. Commercial automobile liability
- 3. Workers comp. and employer's liability

In consideration of the covenants, conditions, and stipulations in and for good and valuable consideration and/or the mutual benefits to be derived from this Agreement, Agency and FCSS, separately referred to as a "Party" and collectively as the "Parties," hereby enter into this Agreement. Unless this Agreement states or the context requires otherwise, any reference to a Party shall mean the Party and its governing body, officers, employees, and agents, and, if Agency is a school district or charter school, includes Agency's students. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

AGENCY

FCSS

By: 
Print Name: Don Shoemaker
Title: Superintendent

By: _____
Jim A. Yovino, Superintendent
or Authorized Designee

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 1A	Additional Requirements
Article 2	Payment
Article 3	Term and Termination of Agreement
Article 4	Insurance
Article 5	Indemnity
Article 6	Dispute Resolution
Article 7	General Provisions

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 RECITALS. Agency requires credentialed school psychologist services and FCSS provides such services. By this Agreement, the Parties desire to set forth the terms and conditions regarding FCSS' provision of Paid Services and/or Direct Services, as stated on the Cover of this Agreement, to Agency and Agency's compensation of FCSS for Paid Services. Agency acknowledges and understands that: (i) FCSS is providing similar services to other agencies and FCSS' departments; (ii) that FCSS' provision of the Paid Services and/or Direct Services to Agency under this Agreement are coordinated with and subject to the availability of FCSS' credentialed school psychologists based on services scheduled with other agencies and FCSS' departments; and (iii) that FCSS' provision of the Paid and/or Direct Services to Agency is conditioned on Agency providing suitable confidential office space, acceptable to FCSS, for FCSS to carry out the credentialed school psychologist services being provided. At FCSS's sole discretion, the provision of Paid Services and/or Direct Services under this agreement may also include FCSS providing assistance to Agency in the organization and review of Agency records for Agency students.

Agency remains the local educational agency ("LEA") responsible for any and all obligations to Agency students under the IDEA and all state laws. Agency agrees that, by assigning an FCSS employee to the Agency under this Agreement, FCSS is not assuming any decision-making responsibility or control over District students nor is it assuming any LEA responsibilities under the IDEA or any state laws. As a result, Agency shall not object to FCSS's request and/or motion to be dismissed from any complaint—formal or informal—related to the students served under this Agreement that are alleged against FCSS and/or Agency and FCSS if said complaint relates to anything other than an intentional tort claim filed against FCSS for actions of an FCSS employee. Moreover, Agency shall indemnify FCSS in accordance with Article 5 below.

SECTION 1.2 PAID SERVICES AND DIRECT SERVICES. Paid Services and Direct Services shall be rendered in accordance with the following and as stated on the Cover of this Agreement:

1.2.1 SERVICE SCHEDULE. The Parties shall communicate and coordinate throughout the Contract Term regarding: (A) the Paid Services and/or Direct Services that FCSS is to provide to Agency; (B) the location(s), day(s), and time(s) at which the Paid Services and/or Direct Services are to be provided; and (C) other necessary and proper arrangements to allow FCSS to provide the Paid Services and/or Direct Services to Agency (collectively "**Service Schedule**"). The Parties may mutually agree to change the Service Schedule for Paid Services subject to the maximum Service Days and maximum service weeks stated on the Cover, and for Direct Services subject to the maximum Service Days and the maximum service weeks stated on the Cover. A "**Service Day**" is defined as a period of approximately eight hours during which FCSS provides credentialed school psychologist services to Agency and includes all time required to travel to and from the location(s) where services are to be provided, using FCSS' address listed on the Cover as the starting and ending point of travel.

1.2.2 CREDENTIALLED SCHOOL PSYCHOLOGIST. FCSS will provide the Paid Services and/or Direct Services to Agency through one or more FCSS' credentialed school psychologist(s) in accordance with the Service Schedule. To promote continuity in services, FCSS will make reasonable efforts to assign one or more credentialed school psychologists to provide the Paid Services and/or Direct Services to Agency. If an assigned FCSS school credentialed psychologist is not available due to illness, professional staff development or other circumstances, FCSS will notify Agency.

ARTICLE 1A ADDITIONAL REQUIREMENTS.

SECTION 1A.1 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Party shall comply with all laws and related regulations applicable to its performance of this Agreement, and all laws and related regulations with which it agrees to comply under this Agreement (collectively and separately referred to as “**Applicable Law**” and shall include any amendment thereto and laws and related regulations that are effective as of the Effective Date or that become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an Applicable Law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the Applicable Law in which case the provision in the Applicable Law shall govern to the extent provided in the Applicable Law. Each Party shall comply with the terms and conditions of each grant (if any) that provides funding for this Agreement and all applicable laws, regulations, and requirements.

SECTION 1A.2 WORK PRODUCTS AND RIGHTS THERETO. The provisions in this Section shall survive the termination of this Agreement and apply to any Work that a Party prepares for or provides to the other Party pursuant to this Agreement. Each Party’s Work shall remain its property and that Party shall have all interests and rights thereto. Each Party grants to the other Party a limited license during the Contract Term to use and reproduce those portions of the other Party’s Work necessary for the Party’s performance of this Agreement. Upon termination of this Agreement and upon a Party’s request, the other Party shall return any or all Work that belongs to the requesting Party. “**Work**” means any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored. This Section shall not apply to any student-related information and/or student record as defined by Family Education Rights and Privacy Act (“**FERPA**”) and related California law. Any and all non-personal notes student-related information and records shall be the property of the Agency; FCSS shall not be deemed the custodian of any student records under this Agreement.

SECTION 1A.3 CONFIDENTIAL RECORDS AND INFORMATION.

1A.3.1 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately “**Confidential Material**”) are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by applicable laws, not use the Confidential Materials for any purpose not related to a Party’s performance of this Agreement; (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use; (D) acknowledge that any Confidential Material related to students shall be the property of and under the control of the Party whose student it relates to, notwithstanding any use authorized under this Agreement or its status as Work; and (E) not retain any Confidential Material related to a student of the other Party upon the expiration of this Agreement, which shall be accomplished by either the return of or the destruction of such Confidential Material. The provisions of this Section shall survive the termination of this Agreement. This Section shall not turn FCSS into a custodian of student records as defined by FERPA and related California law; any and all non-personal notes-student related information and records shall be the property of Agency; FCSS shall not be deemed the custodian of any student records under this Agreement. This Section shall not turn FCSS into a custodian of student records as defined by FERPA and related California law; any and all non-personal notes-student related information and records shall be the property of Agency; FCSS shall not be deemed the custodian of any student records under this Agreement.

1A.3.2 SCHOOL OFFICIAL DESIGNATION. To the extent that FCSS’s provision of Services under this Agreement will include FCSS staff viewing, handling, creating, and/or receiving student records as defined by FERPA and related California law, FCSS agrees, for purposes of this Agreement, to be designated as a “school official” of the Agency that it is designated as a “school official” with a “legitimate interest to inspect a record” as defined in California Education Code section 49076(a)(1)(A). (See also 34 C.F.R. § 99.31(a)(1)(i)(A).) FCSS agrees to abide by the rules, including limitations and requirements, for disclosure of student records as specified in FERPA and related California law. This role does not convert FCSS into a custodian or records; that role

remains with the Agency. All final decisions regarding compliance with FERPA and related California law shall be made by the Agency; and, responses to records requests shall come from the Agency not FCSS.

ARTICLE 2 PAYMENT.

As full consideration and compensation for FCSS' performance of the Paid Services under this Agreement, Agency shall pay FCSS the Contract Amount stated on the Cover in accordance with the Payment Schedule stated on the Cover. FCSS is not entitled to any payment of compensation from Agency for Direct Services that FCSS provides to Agency under this Agreement.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement shall become effective on the Effective Date stated on the Cover and shall continue in full force and effect thereafter until and including the Termination Date stated on the Cover ("**Contract Term**"), unless this Agreement is terminated during the Contract Term in accordance with Section 3.2 below.

SECTION 3.2 GROUND FOR TERMINATION. This Agreement shall terminate upon expiration of the Contract Term. During the Contract Term, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has provided the breaching Party with at least 30 days written notice before the effective termination date and an opportunity within those 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed; if the material breach has not been cured upon expiration of the 30 days, this Agreement shall terminate without any further notice or action by any Party.

SECTION 3.3 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement, the following shall apply:

3.3.1 FCSS MATERIAL BREACH. If the termination of this Agreement is due solely to FCSS' material breach of this Agreement or by the Parties' mutual agreement, FCSS is entitled to payment of and to retain the portion of the Contract Amount for all Service Days of Paid Services that elapsed before the effective date of termination. FCSS shall refund to Agency the portion of the Contract Amount that Agency has paid for Service Days of Paid Services that have not elapsed before the effective date of termination.

3.3.2 AGENCY MATERIAL BREACH. If this Agreement is terminated due to any material breach of this Agreement by Agency, FCSS is entitled to payment of and to retain the entire Contract Amount. The Parties agree that any amount that FCSS retains is the amount of damages that FCSS shall directly incur upon Agency's material breach of this Agreement.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as epidemics or pandemics (nationally, statewide, or locally declared), tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Agency's payment to FCSS of any portion of the Contract Amount that is due to FCSS for Services that FCSS performed/performs.

ARTICLE 4 INSURANCE.

Each Party, at its cost and during the Contract Term, shall maintain in effect insurance or self-insurance providing the coverage listed on the Cover that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request: (A) *commercial general liability* with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) *workers compensation* with limits of not less than \$1,000,000 or as required by California laws, whichever is greater; and *employer's liability insurance* of not less than \$1,000,000; and (C) *commercial automobile liability* covering, at a minimum, all owned, non-owned, and hired autos or any auto, with a combined single limit of not less than \$1,000,000 per accident.

ARTICLE 5 INDEMNITY.

Agency's indemnity, defense, and hold harmless obligation to FCSS under this Agreement shall be governed solely by the following: (A) Agency ("**Indemnitor**") shall indemnify and hold harmless FCSS ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party; and (B) Agency shall defend and pay for all of FCSS's attorney's fees and litigation costs related to any Claim or Loss from which FCSS is not dismissed without any right against or from FCSS for indemnity and/or hold harmless of such costs and fees, or any right for defense. If FCSS intends to seek or seeks indemnity and/or hold harmless for any Loss from Agency, FCSS: (1) shall notify Agency in writing and within a reasonable time after FCSS knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified Agency of the Claim in accordance with the preceding provision (1) and given Agency written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent Agency shall not unreasonably withhold. Agency's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs FCSS or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who, or an entity that, is not a Party to this Agreement and is not employed by, contracted with (whether directly or through a subcontract of any level), or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired. This Article shall not apply to an intentional tort claim filed against FCSS related to the actions of an FCSS employee.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement. During a dispute regarding payment under this Agreement, Agency shall pay FCSS the amount that is undisputed and due to FCSS; if a disputed amount is finally determined to be due to FCSS, Agency shall pay such amount to FCSS within 30 days of the final determination. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after complying with this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and any conflicts or inconsistencies in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, Required Documents marked as required on the Cover, any exhibit or attachment that is stated on the Cover, and any amendment entered into by the Parties in accordance with this Section. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any covenant, term, or condition of this Agreement only by a writing executed by them.

SECTION 7.2 INTERPRETATION, APPLICABLE LAWS AND TIME ZONE, VENUE, SEVERABILITY, AND SURVIVAL OF TERMINATION. This Agreement is to be interpreted according to its fair meaning and not strictly for or against any Party, and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in

Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an agency relationship, partnership, or joint venture between the Parties. Except as otherwise set forth in this Agreement, a Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's' prior written consent; however, this provision shall not be read or construed to prohibit FCSS from contracting with one or more third parties to provide all or a part of the Services.

SECTION 7.4 TRANSFER AND ASSIGNMENT OF MEDI-CAL BILLING RIGHTS. As to all Paid Services (not Direct Services) provided to Agency by FCSS under this Agreement, FCSS hereby transfers and assigns to Agency all legal and beneficial rights to submit claims to and receive all monetary payments/reimbursement from Medi-Cal for qualified credentialed school nurse services provided to Agency students pursuant to this Agreement subject to the LEA Medi-Cal Billing Option Program regulations.

SECTION 7.5 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, ***if to FCSS, a copy of any notice and demand by email to: FCSS Legal Services at legalservices@fcoe.org.*** A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

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BANK RECONCILIATION REPORT

As of Statement Ending Date: 2/26/2021

Bank Code: A - Cash-Checking-WestAmerica Bank GL Account: 100-00-00 Cash-Checking-WestAmerica Bank

Opening Bank Statement Balance:	148,247.48
Cleared Deposits:	4,323.78
Cleared Checks and Charges:	3,160.14
Cleared Adjustments:	2.97

Calculated Bank Balance: 149,414.09

Less:	Outstanding Checks:	6,604.77
Plus:	Deposits In Transit:	0.00
Plus:	Uncleared Adjustments:	0.00

Calculated Book Balance:	142,809.32
Actual Book Balance:	142,809.32

VARIANCE: 0.00

Ending Bank Statement Balance:	149,414.09
Calculated Bank Balance:	<u>149,414.09</u>
Out of Balance Amount:	<u>0.00</u>

Prepared by: Karen Osborne Date: 03.04.2021

Reviewed by: [Signature] Date: 3/4/2021

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 2/1/2021 through 2/28/2021

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
100-00-00 Cash-Checking-WestAmerica Bank	145,060.29	4,326.75	6,577.72		142,809.32
105-00-00 CD-WestAmerica Bank	10,011.75				10,011.75
110-00-00 CD-WestAmerica Bank	18,302.41				18,302.41
115-00-00 CD-WestAmerica Bank	10,000.00				10,000.00
120-00-00 Petty Cash	100.00				100.00
910-00-00 Web Store Clearing Bank	29.00				29.00
Total Cash Accounts	183,503.45	4,326.75	6,577.72	0.00	181,252.48
Other Accounts					
004-40-00 SKILLS USA	596.08				596.08
005-40-00 INTRO TO TEACHING	3,116.75				3,116.75
006-40-00 BARISTA PROJECT	402.56				402.56
007-40-00 CNA CLASS	897.38				897.38
008-40-00 ACADEMIC DECATHLON	565.27		311.52	shirts	253.75
009-40-00 CLASS 2009	0.00				0.00
010-00-00 CLASS 2010	0.00				0.00
011-40-00 ART OPPORTUNITIES	406.32				406.32
012-40-00 CLASS 2012	0.00				0.00
013-40-00 CLASS 2013	0.00				0.00
014-00-00 CLASS 2014	0.00				0.00
015-00-00 Class 2015	0.00				0.00
015-40-00 CLASS 2015	0.00				0.00
016-00-00 CLASS 2016	0.00				0.00
017-00-00 CLASS 2017	0.00				0.00
018-00-00 CLASS 2018	0.00				0.00
019-00-00 CLASS 2019	0.00				0.00
020-40-00 Class 2020	0.00				0.00
021-40-00 Class 2021	50.00				50.00
101-00-00 DUE TO STUDENT BODY	0.00				0.00
102-30-00 FELLOWSHIP OF CHRISTIAN ATHLET	270.68				270.68
103-40-00 AUTOSHOP OPPORTUNITIES	0.00				0.00
104-40-00 LIFE SKILLS	830.19				830.19
105-30-00 Catholics in Action	1,061.36				1,061.36
106-10-10 GOLF~BOYS	90.00				90.00
106-10-20 GOLF~GIRLS	230.24				230.24
107-00-00 BAND	15.71		500.00	donation	515.71
107-01-00 CHOIR	142.00		500.00		642.00
107-02-00 COLOR GUARD	0.00				0.00
108-00-00 PRE-MED SCHOLARSHIP	0.00				0.00
108-30-00 PRE-MED CLUB	341.64				341.64
109-30-00 A RANDOM KINDNESS	173.19				173.19
109-30-01 FBLA-PRINTING ACCOUNT	0.00				0.00
111-00-00 STUDENT BODY GENERAL	11,210.87	2.97	1,057.54	rally	10,156.30
111-01-00 SCHOLARSHIP ACCOUNT	13,875.70				13,875.70
111-02-00 SPECIAL PROJECTS	1,044.57				1,044.57
112-30-00 VIRTUAL ENTERPRISE	0.00				0.00
113-40-00 LIBRARY OPPORTUNITIES	219.30				219.30
114-30-00 BEYOND BELIEF	0.00				0.00
116-00-00 RIBBONS OF HOPE	399.60				399.60
117-00-00 PEPSI FUND	366.52				366.52
118-00-00 ENGLISH OPPORTUNITIES	0.00				0.00
119-00-00 PRE-LAW CLUB	315.43				315.43
121-10-00 CONCESSIONS	5,329.08				5,329.08
122-10-10 TENNIS~BOYS	0.00				0.00

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 2/1/2021 through 2/28/2021

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
122-10-20 TENNIS~GIRLS	0.00				0.00
123-10-10 SOCCER~BOYS	0.00				0.00
123-10-20 SOCCER~GIRLS	900.12				900.12
124-10-00 WEIGHTLIFTING	0.00				0.00
125-10-10 FOOTBALL	255.70				255.70
126-10-00 BASKETBALL	101.00				101.00
127-10-10 BASEBALL	1,628.34				1,628.34
128-10-20 SOFTBALL	1,314.58				1,314.58
129-10-00 CROSS COUNTRY	8,322.84		1,000.00		7,322.84
130-40-00 AVID	5,521.21		481.02	shirts	5,040.19
130-40-09 AVID 9	0.00				0.00
130-40-10 AVID 10	0.00				0.00
130-40-11 AVID 11	0.00				0.00
130-40-12 AVID 12	14.87				14.87
131-40-00 YEARBOOK	21,874.08	885.65		YB	22,759.73
132-40-00 VIKING VOICE	0.00				0.00
133-30-00 IOTA LAMBDA CHI	679.91				679.91
134-30-00 MU ALPHA THETA	174.50	1,218.25		Valentines	1,392.75
135-00-02 SCI OPPORT-GRANT #2	0.00				0.00
135-40-00 SCIENCE OPPORTUNITIES	972.91				972.91
135-40-01 SCI OPPORT-GRANT #1	0.00				0.00
136-30-00 KEY CLUB	140.18				140.18
136-30-01 KEY CLUB-LT GOV FUND	0.00				0.00
137-30-00 CSF	964.16				964.16
138-10-20 VOLLEYBALL	100.00				100.00
139-00-00 AP OPPORTUNITIES	549.57				549.57
140-30-00 ART CLUB	504.44				504.44
141-00-00 HISTORY OPPORTUNITIES	0.00				0.00
142-00-00 GREEN CLUB	746.31				746.31
145-00-00 FFA	23,388.16		1,716.61	FFA week Reg	21,671.55
145-01-00 FFA-ORNAMENTAL HORTICULTURE	2,677.71				2,677.71
145-02-00 FFA DONATION ACCOUNT	25,208.63				25,208.63
145-03-00 FFA-LIVESTOCK ACCOUNT	811.86				811.86
145-04-00 FFA-FLORAL DESIGN	2,962.40		97.34	Field day	2,865.06
148-10-10 WRESTLING	2,506.85				2,506.85
149-10-00 Jose Valencia Scholarship	0.00				0.00
150-10-00 ATHLETICS	15,165.15		1,913.69	balls	13,251.46
150-10-02 ATHLETICS-TOURNAMENT ACCOUNT	1,469.27				1,469.27
151-30-00 MULTI-CULTURAL CLUB	2,964.15				2,964.15
152-40-00 PEP SQUAD	3,170.63	96.28			3,266.91
153-40-00 GYM CLOTHES	2,572.26				2,572.26
158-30-00 FRIDAY NIGHT LIVE	0.00				0.00
159-10-00 AQUATICS	1,079.88	386.00		Suits	1,465.88
160-40-00 MATH PROJECT	0.00				0.00
165-00-00 KAEC	53.62				53.62
165-01-00 KAEC OPPORTUNITIES	0.00				0.00
168-30-00 DRAMA CLUB	13,424.91	500.00		donation	13,924.91
170-40-00 SHAKESPEAREAN STUDY TOUR	0.00				0.00
173-30-00 SCIENCE CLUB	116.26				116.26
175-30-00 TEACHERS OF TOMORROW	0.00				0.00
176-10-00 TRACK	0.00	100.00			100.00
405-00-00 DISTRICT	461.40	215.00			676.40
900-00-00 Web Store Clearing for Remitt	(297.64)	(75.05)			(372.69)
920-00-00 Web Store Fees	(947.21)	(2.35)			(949.56)

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 2/1/2021 through 2/28/2021

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Total Other Accounts	183,503.45	4,326.75	6,577.72	0.00	181,252.48

To: Don Shoemaker, Superintendent, KJUHSD
From: Mark Jensen, President, KJUHSTA
RE: KJUHSTA Contract Proposal for 2020-2021 Year

COPY

Pursuant to the collective bargaining process, the following proposal is submitted to fulfill the requirement for the "sun shining" provisions related to the negotiations process. Please be advised the list of sunshine proposals is not exhaustive and the KJUHSTA reserves the right to offer new proposals and counter-proposals consistent with the ground rules for bargaining.

The Kingsburg Joint Union High School Teachers bargaining unit would like to open negotiations on the following items:

1. Salary and benefits.

Please feel free to contact me in the interim if there are questions.

Thank You,



Mark Jensen
President, KJUHSTA

ISSUE:

Presented to the Board for employment is Kristine Johnston as a Kingsburg High School Responsibility Center Classroom Clerk for the 2020-2021 school year for the Kingsburg Joint Union High School District.

ACTION:

Approve or deny the employment of Kristine Johnston as a Kingsburg High School Responsibility Center Classroom Clerk.

RECOMMENDATION:

Recommend approval.

FOR BOARD ACTION:

Motion _____	Second _____	Vote _____
Thomsen: _____	Nagle: _____	Lunde: _____
Serpa: _____	Jackson: _____	

ISSUE: Presented to the Board is Brandon Moreno as a Girls Basketball JV/Frosh Assistant Volunteer Coach for the 2020-2021 school year.

ACTION: Approve or deny Brandon Moreno as a Girls Basketball JV/Frosh Assistant Volunteer Coach for the 2020-2021 school year.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

ISSUE: Presented to the Board is Kristi Bravo as a Girls Basketball JV/Frosh Assistant Volunteer Coach for the 2020-2021 school year.

ACTION: Approve or deny Kriki Bravo as a Girls Basketball JV/Frosh Assistant Volunteer Coach for the 2020-2021 school year.

RECOMMENDATION: Recommend approval.

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

ISSUE:

Presented to the Board is Sofia Iraheta as a Girls Basketball Varsity Assistant Volunteer Coach for the 2020-2021 school year.

ACTION:

Approve or deny Sofia Iraheta as a Girls Basketball Varsity Assistant Volunteer Coach for the 2020-2021 school year.

RECOMMENDATION:

Recommend approval.

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____