

**AGENDA**  
**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT**  
**BOARD OF TRUSTEES**  
Board Room      1900 18th Avenue      4:00 p.m.  
Kingsburg, CA 93631  
August 17, 2020  
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	_____	_____
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4. OTHERS PRESENT \_\_\_\_\_

5. APPROVAL OF AGENDA

Motion _____	Second _____	Vote _____
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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](mailto: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 outloud 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 – July 20, 2020
- 7.2 Special Meeting – July 28, 2020
- 7.3 Special Meeting – August 3, 2020

**8. REPORTS**

- 8.1 Superintendent Report
- 8.2 Principal Report
- 8.3 Director Alternative Education Center Report

**9. ACTION**

- 9.1 Accounts Payable for July 2020 ..... 1
- 9.2 Interdistrict Permit Requests –2020-2021 ..... 17
- 9.3 Professional Learning/Training Agreement FCSS ..... 36
- 9.4 KJUHS D Time Accounting Guidelines Categorical ly Funded Employees ..... 43
- 9.5 Resolution #R09-2021 Awarding Contract to CDW-G Technology Equipment ..... 56
- 9.6 American Incorporated Contract Water Bottle Fill Stations ..... 119
- 9.7 AMS.NET Contract Vape Detectors ..... 123
- 9.8 KJUHS D 2020-21 Distance Learning Calendar ..... 127
- 9.9 Board Policy GAMUT Conversion – Delet ing & Adopting Policies/Checklist ..... 129

**10. DISCUSSION**

10.1 – Local Continuity and Attendance Plan (LCP) – Director Student Services, Cindy Schreiner

**11. WRITTEN INFORMATION**

- 11.1 Student Body Fund Report for June & July 2020 ..... 151

**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.)

Conference with Labor Negotiator (Government Code Section 54957.6)  
 Agency Designated Representative: Superintendent  
 Employee Organization: CTA

From \_\_\_\_\_ to \_\_\_\_\_

**13. ACTION REPORTED OUT OF CLOSED SESSION, IF ANY**

**14. ADJOURNMENT** \_\_\_\_\_  
 (Time)

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
 Nagle: \_\_\_\_\_ Serpa: \_\_\_\_\_ Lunde: \_\_\_\_\_ Jackson: \_\_\_\_\_ Thomsen: \_\_\_\_\_

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

**PLACE AND DATE**

Kingsburg High School District Office, Kingsburg High School, 1900 18<sup>th</sup> Avenue, Kingsburg, California, July 20, 2020.

**CALL TO ORDER**

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

**MEMBERS PRESENT**

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

**MEMBERS ABSENT**

None

**OTHERS PRESENT**

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

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

**APPROVAL OF AGENDA (M001-2021)**

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

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye  
Mr. Serpa: Aye  
Mr. Lunde: Aye  
Mr. Jackson: Aye  
Mr. Thomsen: Aye

**PUBLIC COMMENTS**

None

**APPROVAL OF MINUTES**

**REGULAR MEETING – JUNE 23, 2020 (M002-2021)**

Mr. Nagle moved to approve the minutes of the regular meeting of June 23, 2020 as presented in 7.1 of the supporting documents.

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye  
Mr. Serpa: Aye  
Mr. Lunde: Aye  
Mr. Jackson: Aye  
Mr. Thomsen: Aye

**REPORTS****SUPERINTENDENT REPORT**

- Continue to meet with teacher task force to mitigate the opening of school.
- Governor Newsom threw a wrench into our plans to open in person teaching and is mandating distance learning until Fresno County is off the state watch list for Covid-19 cases.
- CIF came out with a new updated plan. Refer to CIF website.

**PRINCIPAL REPORT**

- Working hard preparing for the school year. Registration and Orientation information getting finalized at this time.
- Huge numbers in summer school. Approximately 175 more kids than normal.

**DIRECTOR OF ALTERNATIVE EDUCATION REPORT**

- Interviews for new English Teacher at OASIS to take place in next two weeks.
- Continued researching options for reopening school for students.

**BOND OVERSIGHT COMMITTEE REPORT**

- Ben Carlson, Bond Oversight Committee Member
- Reported that all aspects of the spending on the bond look to be in place and district is following the guidelines.
- All committee members agreed the district has managed the bond to the expectations of the community.
- Committee was pleased that district has a surplus for future projects.

**BOARD ACTION****BILLS PAID JUNE 2020 (M003-2021)**

Mr. Serpa moved to approve the bills paid for June 2020 as presented in 9.1 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**INTERDISTRICT TRANSFERS**

9.2 Moved to Closed Session

**LEGAL SERVICES AGREEMENT FCSS 2020-2022 (M004-2021)**

Mr. Jackson moved to approve the Legal Services Agreement between Kingsburg Joint Union High School District and Fresno County Superintendent of Schools as presented in 9.3 of the supporting document.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**2020-2021 KINGSBURG HIGH SCHOOL MASTER SCHEDULE (M005-2021)**

Mr. Nagle moved to approve the Kingsburg High School Master Schedule for the 2020-2021 school year as presented in 9.4 of the supporting documents.

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**2020-2021 KINGSBURG ALTERNATIVE EDUCATION CENTER MASTER SCHEDULE (M006-2021)**

Mr. Serpa moved to approve the 2020-2021 Kingsburg Alternative Education Center Master Schedule as presented in 9.5 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**TEACHERS LOCAL ASSIGNMENT OPTION RESOLUTIONS FOR 2020-2021 SCHOOL YEAR (M007-2021)**

Mr. Jackson moved to approve the following teachers who will be teaching in subject matter under Local Assignment Option by meeting the criteria under Education Code 44263: Richard Mynderup, Drama; David Wilson, Weightlifting; Darin Peterson, Earth Science; Fernando Avila, Physical Education; John Lovejoy, Social Science; Kathryn Olson, Biology as presented in 9.6 of the supporting documents.

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**GRANT AGREEMENT KINGSBURG TRI-COUNTY HEALTH CARE DISTRICT & KJUHS (M008-2021)**

Mr. Nagle moved to approve the Grant Agreement between Kingsburg Tri-County Health Care District and Kingsburg Joint Union High School District for purchase of water fill stations and vape detectors in the amount of \$39,975.72 as presented in 9.7 of the supporting documents.

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**RESIGNATION KHS ENGLISH TEACHER – LISSA ENGSTROM (M009-2021)**

Mr. Jackson moved to approve the resignation of Kingsburg High School English Teacher, Lissa Engstrom with best wishes as presented in 9.8 of the supporting document.

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**CONSOLIDATED APPLICATION 2020-2021 (M010-2021)**

Mr. Nagle moved to approve the Consolidated Application 2020-2021 which is used by the California Department of Education to distribute categorical funds as presented in 9.9 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**DATE FOR PUBLIC HEARING RE: LEARNING CONTINUITY & ATTENDANCE PLAN (M011-2021)**

Mr. Jackson moved to approve September 8<sup>th</sup>, 2020 to hold a public hearing for the Learning Continuity and Attendance Plan as presented in 9.10 of the supporting document.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**RESOLUTION #R07-2021 ESTABLISHING TEMPORARY INTERFUND TRANSFERS (M012-2021)**

Mr. Nagle moved to approve Resolution #R07-2021 In the Matter of Establishing Temporary Interfund Transfers to Special or Restricted Fund Moneys which authorizes, for the 2020-2021 fiscal year, the ability to temporarily transfer moneys between funds provided that all transfers are approved by the Superintendent or his designee as presented in 9.11 of the supporting document.

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**ELECTION OF CERTIFICATED STAFF 2020-2021 (M013-2021)**

Mr. Jackson moved to approve the Election of Certificated Staff for the 2020-2021 school year as presented in 9.12 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**ELECTION OF CLASSIFIED STAFF 2020-2021 (M014-2021)**

Mr. Nagle moved to approve the Election of Classified Staff for the 2020-2021 school year as presented in 9.13 of the supporting document.

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**DISCUSSION****10.1 LCAP**

Executive Director of Student Services – Cindy Schreiner  
"Learning Continuity & Attendance Plan (LCP)"- available at district office.

**10.2 SCHOOL REOPENING SURVEY RESULTS**

Executive Director of Student Services – Cindy Schreiner  
"Reopening Survey" - available at district office.

**WRITTEN INFORMATION****NOTICE & ORDER OF ELECTION CONSOLIDATION RESOLUTION #2020-15**

The Board noted the Notice and Order of Election Consolidation Reso #2020-15 as presented in 11.1 of the supporting documents.

**QUARTERLY REPORT WILLIAMS UNIFORM COMPLAINTS JULY 2020**

The Board noted the Quarterly Report Williams Uniform Complaints for the quarter of July 2020 in which no formal complaints were filed with the Kingsburg Joint Union High School District as presented in 11.2 of the supporting document.

**POSITIVE EVALUATION OF SUPERINTENDENT- DON SHOEMAKER**

The Board noted the positive evaluation of Superintendent Don Shoemaker and the renewal of his contract as stated in the *Summary of Superintendent Employment Agreement Key Financial Terms* as presented in 11.3 of the supporting documents.

**CLOSED SESSION****INTERDISTRICT TRANSFERS (M015-2021)****VOLUNTEER BAND COLOR GUARD COACH- ANTONETTE TRACY (M016-2021)**

The Board met in closed session from 4:40 p.m. to 6:09 p.m.

**ITEMS REPORTED OUT OF CLOSED SESSION****INTERDISTRICT TRANSFERS (M015-2021)**

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

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**VOLUNTEER BAND COLOR GUARD COACH- ANTONETTE TRACY (M016-2021)**

Mr. Serpa moved to deny Antonette Tracy as a Volunteer Band Color Guard Coach for the 2020-2021 school year as presented in 12.1 of the supporting document.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**ADJOURNMENT (M017-2021)**

Mr. Nagle moved to adjourn the meeting at 6:10 p.m.

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle:

Mr. Serpa:

Mr. Lunde:

Mr. Jackson:

Mr. Thomsen:



Minutes of the regular meeting of July 20, 2020 are approved except for the following omissions, deletions or changes:

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**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Serpa: \_\_\_\_\_ Lunde: \_\_\_\_\_ Jackson: \_\_\_\_\_ Thomsen: \_\_\_\_\_

Minutes of the regular meeting of July 20, 2020 are approved by action of the board.

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Mr. Johnie Thomsen  
President of the Board

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Mr. Rick Jackson  
Clerk of the Board

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

**PLACE AND DATE**

Board Room, Kingsburg High School, 1900 18<sup>th</sup> Avenue, Kingsburg, California,  
July 28, 2020.

**CALL TO ORDER**

The meeting was called to order at 8:00 a.m. by Mr. Johnie Thomsen, President.

**MEMBERS PRESENT**

Mr. Johnie Thomsen (Left 10:00 a.m.)  
Mr. Brent Lunde  
Mr. Rick Jackson  
Mr. Mike Serpa  
Mr. Steve Nagle (Left 10:00 a.m.)

**MEMBERS ABSENT**

None

**OTHERS PRESENT**

Mr. Don Shoemaker, Superintendent

**APPROVAL OF AGENDA (M018-2021)**

Mr. Jackson moved to approve the agenda as presented.

Mr. Nagle seconded the motion.

The motion carried unanimously; 5 ayes, 0 noes

**PUBLIC COMMENT**

None

**CLOSED SESSION****ENGLISH TEACHER OASIS – MELISSA ADAME (M019-2021)**

Conference with Legal Counsel Regarding Anticipated Litigation – Significant Exposure to Litigation Pursuant to Government Code 54956.9(d)(2): One matter;

Conference with Labor Negotiator (Government Code section 54957.6)

Agency Designated Representative: Superintendent

Employee Organizations: CTA/CSEA

Potential Threat to Public Services or Facilities Pursuant to Government Code 54957(a)

Consultation with District Legal Counsel

From 8:03 a.m. to 10:20 a.m.

**ITEMS REPORTED OUT OF CLOSED SESSION**

**ENGLISH TEACHER OASIS – MELISSA ADAME (M019-2021)**

Mr. Nagle moved approve Melissa Adame as an English Teacher for the Kingsburg Joint Union High School District for the 2020-2021 school year as presented in 7.1 of the supporting documents.

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

- Mr. Nagle: Aye
- Mr. Serpa: Aye
- Mr. Lunde: Aye
- Mr. Jackson: Aye
- Mr. Thomsen: Aye

**ADJOURNMENT (M020-2021)**

Mr. Jackson moved to adjourn the meeting at 10:33 a.m.

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

- Mr. Nagle: Aye
- Mr. Serpa: Aye
- Mr. Lunde: Aye
- Mr. Jackson: Aye
- Mr. Thomsen: Aye

Minutes of the special meeting of July 28, 2020 are approved except for the following omissions, deletions or changes:

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**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Nagle: \_\_\_\_\_ Serpa: \_\_\_\_\_ Lunde: \_\_\_\_\_ Jackson: \_\_\_\_\_ Thomsen: \_\_\_\_\_

Minutes of the special meeting of July 28, 2020 are approved by action of the board.

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Johnie Thomsen  
President of the Board

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Rick Jackson  
Clerk of the Board

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

**PLACE AND DATE**

Board Room, Kingsburg High School, 1900 18<sup>th</sup> Avenue, Kingsburg, California,  
August 3, 2020.

**CALL TO ORDER**

The meeting was called to order at 8:05 a.m. by Mr. Johnie Thomsen, President.

**MEMBERS PRESENT**

Mr. Johnie Thomsen  
Mr. Brent Lunde  
Mr. Rick Jackson  
Mr. Mike Serpa  
Mr. Steve Nagle

**MEMBERS ABSENT****OTHERS PRESENT**

Mr. Don Shoemaker, Superintendent  
Mr. Noel Chavez, Technology Services Coordinator

**APPROVAL OF AGENDA (M021-2021)**

Mr. Serpa moved to approve the agenda as presented.

Mr. Nagle seconded the motion.

The motion carried unanimously; 5 ayes, 0 noes

**BOARD ACTION****RESOLUTION #R08-2021 REOPEN SCHOOL PLAN DELEGATE AUTHORITY COVID-19 (M022-2021)**

Mr. Nagle moved to approve Resolution #R08-2021 to Reopen Schools Approve the District's Reopening Plan and Delegate Emergency Authority During the Coronavirus/Covid-19 Pandemic as presented in 7.1 of the supporting documents. Statements by Mr. Rick Jackson , Mr. Johnie Thomsen and Mr. Steve Nagle were also read before the vote.

Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**CLOSED SESSION****ATTENDANCE CLERK – ROSA CORONA (M023-2021)**

From 8:27 a.m. to 9:10 a.m.

**ITEMS REPORTED OUT OF CLOSED SESSION**

**ATTENDANCE CLERK – ROSA CORONA (M023-2021)**

Mr. Serpa moved to Rosa Corona as full-time Attendance Clerk for the Kingsburg Joint Union High School District for the 2020-2021 school year as presented in 8.1 of the supporting documents.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**ADJOURNMENT (M024-2021)**

Mr. Nagle moved to adjourn the meeting at 9:11 a.m.

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

Minutes of the special meeting of August 3, 2020 are approved except for the following omissions, deletions or changes:

\_\_\_\_\_  
\_\_\_\_\_

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Nagle: \_\_\_\_\_ Serpa: \_\_\_\_\_ Lunde: \_\_\_\_\_ Jackson: \_\_\_\_\_ Thomsen: \_\_\_\_\_

Minutes of the special meeting of August 3 2020 are approved by action of the board.

\_\_\_\_\_  
Johnie Thomsen  
President of the Board

\_\_\_\_\_  
Rick Jackson  
Clerk of the Board

**ISSUE:** Presentation of Accounts Payable for the month of July 2020.

**ACTION:** Presentation of Accounts Payable for the month of July 2020.

**RECOMMENDATION:** Recommend approval.

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Nagle: \_\_\_\_\_ Serpa: \_\_\_\_\_ Lunde: \_\_\_\_\_ Jackson: \_\_\_\_\_ Thomsen: \_\_\_\_\_

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
 ACCOUNTS PAYABLE BOARD REPORT  
 Issue Date: 07/01/2020 thru 07/31/2020  
 Regular Meeting August 17, 2020**

Resources--(Re)

- 11000-Lottery
- 14000-EPA
- 30100-Title I
- 32100-ESSER (COVID19)
- 33100-Special Education
- 33110-Special Education: IDEA
- 35500-Vocational Program (AG)
- 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)
- 65200-Special Education: Project
- 70100-Agriculture Vocational (AG)
- 73880-SB117 (COVID19)
- 75100-Low Performing Student Block Grant
- 81500-Ongoing Major Maintenance
- 90520-Comm RDA

0100-General Fund

Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount
2581-ALBERS, DANIEL	512310276	PO-210068	AP BY THE SEA	0100-40350-0-1110-1000-520000-001-0000	550.00
				<b>Warrant Total:</b>	<b>550.00</b>
				<b>Vendor Total:</b>	<b>550.00</b>
1253-AMAZON.COM LLC	512308551	LB-2000001	CARES ACT-SUMMER SCHOOL	0100-00000-0-1110-2420-430000-001-0000	65.37
		LB-2000002	BOOKS-LIBRARY	0100-00000-0-1110-2420-430000-001-3096	17.64
		LB-2000003	TECHNOLOGY-MUSIC DEPT	0100-00000-0-1110-2420-430000-001-1155	27.22
		LB-2000003	TECHNOLOGY-MUSIC DEPT	0100-63000-0-1110-1000-430000-001-1155	4.11
		LB-2000011	SUPPLIES-AG	0100-14000-0-1110-1000-430000-001-1132	585.08
		LB-2000012	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-1145	126.70
		LB-2000013	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-1145	30.39
		LB-2000025	SUPPLIES-ADMIN	0100-00000-0-0000-2700-430000-001-0000	30.48
		LB-2000026	SUPPLIES-WOODS/CTEIG	0100-63870-9-3800-1000-430000-001-3015	12.52
		LB-2000026	SUPPLIES-WOODS/CTEIG	0100-63870-9-3800-1000-430000-001-3015	39.03
		LB-2000026	SUPPLIES-WOODS/CTEIG	0100-63870-9-3800-1000-430000-001-3015	194.45
		LB-2000026	SUPPLIES-WOODS/CTEIG	0100-63870-9-3800-1000-430000-001-3015	797.16
		LB-2000027	SUPPLIES-PHOTOGRAPHY	0100-63870-9-3800-1000-430000-001-3016	40.87
		LB-2000027	SUPPLIES-PHOTOGRAPHY	0100-63870-9-3800-1000-430000-001-3016	91.50
		LB-2000028	SUPPLIES-SCIENCE	0100-14000-0-1110-1000-430000-001-1167	47.93
		LB-2000029	SUPPLIES-OASIS	0100-14000-0-1110-1000-430000-002-0000	81.55
amazon cont.....		LB-2000029	SUPPLIES-OASIS	0100-14000-0-1110-1000-430000-002-0000	87.17

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT**  
**ACCOUNTS PAYABLE BOARD REPORT**  
**Issue Date: 07/01/2020 thru 07/31/2020**  
**Regular Meeting August 17, 2020**

Vendor	Warrant #	Reference	Description	Fu---Re---Y-Gl---Fn---Ob-----Si--Dp	Amount
1253-AMAZON.COM LLC cont.....		LB-2000030	SUPPLIES-MATH	0100-14000-0-1110-1000-430000-001-1152	97.99
		LB-2000030	SUPPLIES-MATH	0100-14000-0-1110-1000-430000-001-1152	408.33
		LB-2000031	SUPPLIES-INFO TECH	0100-63870-9-3800-1000-430000-001-3015	56.64
		LB-2000031	SUPPLIES-INFO TECH	0100-63870-9-3800-1000-430000-001-3015	305.01
		LB-2000032	SUPPLIES-TECH	0100-14000-0-1110-1000-430000-001-0000	853.27
		LB-2000033	SUPPLIES-MATH	0100-14000-0-1110-1000-430000-001-1152	148.13
		LB-2000034	SUPPLIES-MATH	0100-14000-0-1110-1000-430000-001-1152	164.07
		LB-2000034	SUPPLIES-MATH	0100-14000-0-1110-1000-430000-001-1152	198.29
		LB-2000035	SUPPLIES-SOC SCI	0100-14000-0-1110-1000-430000-001-1170	86.09
		LB-2000035	SUPPLIES-SOC SCI	0100-14000-0-1110-1000-430000-001-1170	256.62
		LB-2000036	SUPPLIES-OFFICE	0100-14000-0-1110-1000-430000-001-0000	64.49
		LB-2000037	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	263.03
		LB-2000038	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	56.10
		LB-2000038	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	151.58
		LB-2000039	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	26.07
		LB-2000010	SUPPLIES-SCIENCE	0100-14000-0-1110-1000-430000-001-1167	517.52
		LB-2000039	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	21.78
		LB-2000039	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	264.86
		LB-2000040	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	20.09
		LB-2000040	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	92.83
		LB-2000041	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	288.62
		LB-2000042	SUPPLIES-SOC SCI	0100-63000-0-1110-1000-430000-001-1170	65.37
		LB-2000043	SUPPLIES-SCIENCE	0100-14000-0-1110-1000-430000-001-0000	844.56
		LB-2000044	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-0000	833.66
		LB-2000045	SUPPLIES-DISTRICT	0100-00000-0-0000-7300-430000-000-0000	89.61
		LB-2000046	SUPPLIES-MUSIC	0100-14000-0-1110-1000-430000-001-1155	50.07
		LB-2000046	SUPPLIES-MUSIC	0100-14000-0-1110-1000-430000-001-0000	16.88
		LB-2000002	BOOKS-LIBRARY	0100-00000-0-1110-2420-430000-001-3096	36.60
		LB-2000004	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	16.31
		LB-2000004	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	88.62
		LB-2000005	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	221.69
		LB-2000006	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	123.66
		LB-2000006	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	188.31
		LB-2000007	SUPPLIES-SPEC ED	0100-65000-0-5770-1120-430000-001-0000	90.88
		LB-2000007	SUPPLIES-SPEC ED	0100-65000-0-5770-1120-430000-001-0000	179.05
		LB-2000007	SUPPLIES-SPEC ED	0100-65000-0-5770-1120-430000-001-0000	385.74
		LB-2000008	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-1145	179.80
		LB-2000009	SUPPLIES-COVID19/SB117	0100-73880-0-0000-8200-430000-000-0000	117.66
		LB-2000014	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	12.78
		LB-2000014	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	238.70
		LB-2000015	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	79.87
		LB-2000016	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	83.84
amazon cont.....		LB-2000016	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	164.44



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1253-AMAZON.COM LLC cont.....		LB-2000016	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	170.98	
		LB-2000017	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	48.30	
		LB-2000017	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	158.57	
		LB-2000018	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	13.51	
		LB-2000018	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	124.11	
		LB-2000019	SUPPLIE-SOC SCI	0100-63000-0-1110-1000-430000-001-1170	107.89	
		LB-2000020	SUPPLIES-OASIS	0100-14000-0-1110-1000-430000-002-0000	75.74	
		LB-2000020	SUPPLIES-OASIS	0100-14000-0-1110-1000-430000-002-0000	108.96	
		LB-2000020	SUPPLIES-OASIS	0100-14000-0-1110-1000-430000-002-0000	134.88	
		LB-2000021	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	39.45	
		LB-2000021	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	3.54	
		LB-2000021	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	102.36	
		LB-2000021	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	18.76	
		LB-2000021	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	6.53	
		LB-2000021	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	3.29	
		LB-2000021	SUPPLIES-ENGLISH	0100-14000-0-1110-1000-430000-001-1143	151.48	
		LB-2000022	SUPPLIES-UP	0100-30100-0-1110-1000-430000-001-0000	314.00	
		LB-2000023	SUPPLIES-AVID	0100-30100-0-1110-1000-430000-001-1700	50.68	
		LB-2000023	SUPPLIES-AVID	0100-30100-0-1110-1000-430000-001-1700	102.00	
		LB-2000024	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0000	112.35	
		LB-2000024	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0000	561.75	
				<b>Warrant Total:</b>	<b>13,137.81</b>	
		512310277	LB-2000089	SUPPLIES-UP	0100-30100-0-1110-1000-430000-001-0000	56.93
			LB-2000089	SUPPLIES-UP	0100-30100-0-1110-1000-430000-001-0000	13.40
		LB-2000089	SUPPLIES-UP	0100-30100-0-1110-1000-430000-001-0000	199.34	
		LB-2000089	SUPPLIES-UP	0100-30100-0-1110-1000-430000-001-0000	44.61	
		LB-2000089	SUPPLIES-UP	0100-30100-0-1110-1000-430000-001-0000	143.74	
		LB-2000089	SUPPLIES-UP	0100-30100-0-1110-1000-430000-001-0000	343.05	
		LB-2000089	SUPPLIES-UP	0100-30100-0-1110-1000-430000-001-0000	44.97	
		LB-2000089	SUPPLIES-UP	0100-30100-0-1110-1000-430000-001-0000	47.12	
		LB-2000089	SUPPLIES-UP	0100-30100-0-1110-1000-430000-001-0000	169.26	
			<b>Warrant Total:</b>	<b>1,062.42</b>		
	512310784	LB-2000010	SUPPLIES-SCIENCE	0100-14000-0-1110-1000-430000-001-1167	21.82	
			<b>Warrant Total:</b>	<b>21.82</b>		
			<b>Vendor Total:</b>	<b>14,222.05</b>		
2257-AMERICAN SCHOOL COUNSELOR	512308553	PO-210047	DUES	0100-00000-0-1110-3110-530000-001-0000	129.00	
			<b>Warrant Total:</b>	<b>129.00</b>		
			<b>Vendor Total:</b>	<b>129.00</b>		

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64-AVID CENTER HQ	512308554	PO-210035	AVID MEMBERSHIP	0100-30100-0-1110-1000-580000-001-1700	4,679.00
	<b>Warrant Total: 4,679.00</b>				
	512310278	PO-210048	DIGITAL EXP REGISTRATION	0100-40350-0-1110-1000-520000-001-0000	905.00
<b>Warrant Total: 905.00</b>					
<b>Vendor Total: 5,584.00</b>					
221-BLICK ART MATERIALS LLC	512308555	LB-2000093	SUPPLIES-ART	0100-14000-0-1110-1000-430000-001-1133	16.22
	<b>Warrant Total: 16.22</b>				
	<b>Vendor Total: 16.22</b>				
501-BUSINESS CARD	512307884	LB-2000048	SUPPLIES-SOC SCI	0100-14000-0-1110-1000-430000-001-1170	376.49
		LB-2000048	SUPPLIES-SOC SCI	0100-63000-0-1110-1000-430000-001-1170	280.35
		LB-2000049	BLEACHER INSPECTIONS	0100-81500-0-0000-8100-560019-000-0000	25.00
	<b>Warrant Total: 681.84</b>				
	512311346	PO-210054	"DON'T WANT TO GO BACK"	0100-32100-0-0000-7150-520000-000-0000	99.00
		PO-210079	WESTHOST	0100-00000-0-1110-2420-560049-001-0000	13.99
<b>Warrant Total: 112.99</b>					
<b>Vendor Total: 794.83</b>					
182-CALIFORNIA SCHOOL BOARDS ASSOC	512308556	PO-210037	CSBA MEMBERSHIP	0100-00000-0-0000-7150-530000-000-9975	8,818.00
	<b>Warrant Total: 8,818.00</b>				
	512310785	PO-210055	GAMUT POLICY	0100-00000-0-0000-7150-530000-000-9976	2,190.00
		PO-210055	GAMUT POLICY	0100-00000-0-0000-7150-530000-000-9990	2,640.00
<b>Warrant Total: 4,830.00</b>					
<b>Vendor Total: 13,648.00</b>					
123-CASBO CENTRAL SECTION	512308557	PO-210036	CAREER BUILDER	0100-00000-0-0000-7150-530000-000-9931	240.00
	<b>Warrant Total: 240.00</b>				
<b>Vendor Total: 240.00</b>					
2438-CINTAS CORPORATION	512308558	LB-2000077	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	186.41
		LB-2000077	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	186.41
		LB-2000077	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	191.95
		LB-2000077	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	186.41
		LB-2000077	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	186.41
		LB-2000078	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	234.34
		LB-2000078	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	234.34
		LB-2000078	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	234.34
		LB-2000078	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	214.51
		LB-2000078	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	214.51
	<b>Warrant Total: 2,069.63</b>				
	<b>Vendor Total: 2,069.63</b>				

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150-CITY OF KINGSBURG	51230859	PO-210010	UTILITIES-OASIS	0100-00000-0-3200-8100-550009-002-0000	334.00
		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	7,712.91
				<b>Warrant Total:</b>	<b>8,380.91</b>
				<b>Vendor Total:</b>	<b>8,380.91</b>
2243-COSCO FIRE PROTECTION	512311347	PO-210081	REPAIRS-MAINT	0100-81500-0-0000-8100-560019-000-0000	383.00
		PO-210081	REPAIRS-MAINT	0100-81500-0-0000-8100-560019-000-0000	405.00
				<b>Warrant Total:</b>	<b>788.00</b>
				<b>Vendor Total:</b>	<b>788.00</b>
2572-DBA: CORE TEAM	512310280	PO-210001	CARES ACT	0100-32100-0-0000-8200-430006-000-0000	1,819.34
		PO-210001	CARES ACT	0100-32100-0-0000-8200-440000-000-0000	7,185.80
				<b>Warrant Total:</b>	<b>9,005.14</b>
				<b>Vendor Total:</b>	<b>9,005.14</b>
265-DBA: ENVIROCLEAN	512308560	LB-2000080	SUPPLIES-COVID-SB117	0100-73880-0-0000-8200-430000-000-0000	1,762.13
		512311348	PO-210082 SUPPLIES-CUSTODIAL	0100-00000-0-0000-8200-430006-000-0000	266.99
				<b>Warrant Total:</b>	<b>266.99</b>
				<b>Vendor Total:</b>	<b>2,029.12</b>
2419-DBA: FRONTLINE EDUCATION	512308561	PO-210040	EMPLOYEE ABSENCE	0100-14000-0-1110-1000-580000-001-3100	2,692.55
				<b>Warrant Total:</b>	<b>2,692.55</b>
				<b>Vendor Total:</b>	<b>2,692.55</b>
2469-DBA: GOGUARDIAN	512307887	PO-210003	COMPUTER MONITORING	0100-14000-0-1110-1000-580000-001-3114	11,234.56
				<b>Warrant Total:</b>	<b>11,234.56</b>
				<b>Vendor Total:</b>	<b>11,234.56</b>
2568-DBA: GUARDIAN EMS PRODUCTS	512308562	LB-2000090	SUPPLIES-SPORTS MED	0100-63880-0-6000-1000-430000-001-6389	1,975.56
				<b>Warrant Total:</b>	<b>1,975.56</b>
				<b>Vendor Total:</b>	<b>1,975.56</b>
2094-DBA: ISOM ADVISORS	512307888	LB-2000056	CONSULTING PROJECT	0100-00000-0-0000-7150-580000-000-0000	3,425.00
				<b>Warrant Total:</b>	<b>3,425.00</b>
				<b>Vendor Total:</b>	<b>3,425.00</b>
1305-DBA: NAPA AUTO PARTS	512308563	LB-2000081	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-9960	51.17
				<b>Warrant Total:</b>	<b>51.17</b>
				<b>Vendor Total:</b>	<b>51.17</b>

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2271-DBA: RYDIN DECAL	512311349	PO-210084	PARKING PERMITS	0100-00000-0-1110-1000-430000-001-0000	465.19
					<b>Warrant Total: 465.19</b>
					<b>Vendor Total: 465.19</b>
2057-DBA: TEAMTALK NETWORK	512308564	PO-210026	DISPATCH RADIOS	0100-00000-0-1110-3600-590003-001-0000	199.92
		PO-210026	DISPATCH RADIOS	0100-00000-0-1110-3600-590003-001-0000	199.92
					<b>Warrant Total: 399.84</b>
	512311350	PO-210026	DISPATCH RADIOS	0100-00000-0-1110-3600-590003-001-0000	199.92
					<b>Warrant Total: 199.92</b>
					<b>Vendor Total: 599.76</b>
2563-DBA: TRUCE MEDIA COLLECTIVE	512307889	LB-2000070	VIRTUAL GRADUATION	0100-00000-0-1110-1000-580000-001-3200	1,237.50
					<b>Warrant Total: 1,237.50</b>
					<b>Vendor Total: 1,237.50</b>
2533-DBA: TURF TANK	512308565	PO-210045	EQUIP-SUBSCRIPTION	0100-00000-0-0000-8200-560000-000-0000	2,500.00
					<b>Warrant Total: 2,500.00</b>
					<b>Vendor Total: 2,500.00</b>
1715-DBA: U.S. BANK EQUIPMENT	512308566	PO-210033	COPIER LEASE	0100-00000-0-1110-1000-560008-001-0000	184.02
		PO-210033	COPIER LEASE	0100-00000-0-3200-8100-560008-002-0000	263.75
		LB-2000086	COPIER LEASE	0100-00000-0-3200-8100-560008-002-0000	102.91
					<b>Warrant Total: 550.68</b>
					<b>Vendor Total: 550.68</b>
2570-DBA: UC ANR	512308567	LB-2000087	SUPPLIES-AG	0100-35500-0-3800-1000-430000-001-0000	445.28
					<b>Warrant Total: 445.28</b>
					<b>Vendor Total: 445.28</b>
835-DBA: VILLAGE TIRE SALES	512310282	LB-2000101	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	77.39
					<b>Warrant Total: 77.39</b>
					<b>Vendor Total: 77.39</b>
2237-DBA:SIERRA PACKAGING SOLUTIONS	512308568	LB-2000083	SUPPLIES-COVID19-SB117	0100-73880-0-0000-8200-430000-000-0000	599.25
					<b>Warrant Total: 599.25</b>
	512311351	PO-210052	EQUIPMENT-CARES ACT	0100-32100-0-0000-8200-440000-000-0000	4,304.51
		PO-210052	EQUIPMENT-CARES ACT	0100-32100-0-0000-8200-440000-000-0000	4,304.51
					<b>Warrant Total: 8,609.02</b>
					<b>Vendor Total: 9,208.27</b>

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2524-DIRECT SUPPLY INC.	512310283	LB-2000096	SUPPLIES-SWP	0100-63880-0-6000-1000-430000-001-6389	366.61
					<b>Warrant Total: 366.61</b>
					<b>Vendor Total: 366.61</b>
2503-DOCUMENT TRACKING SERVICES LLC	512308569	PO-210038	DOCUMENT TRACKING	0100-00000-0-0000-7700-580000-000-0000	1,245.00
					<b>Warrant Total: 1,245.00</b>
					<b>Vendor Total: 1,245.00</b>
2060-EDGENUITY INC.	512311352	PO-210039	DIGITAL LIBRARY	0100-14000-0-3300-1000-430000-002-3102	25,000.00
					<b>Warrant Total: 25,000.00</b>
					<b>Vendor Total: 25,000.00</b>
2041-ENFINITY CENTRALVAL7 KJHSD	512307891	LB-2000054	SOLAR-APRIL	0100-11000-0-0000-8200-550001-000-0005	17,080.96
					<b>Warrant Total: 17,080.96</b>
					<b>Vendor Total: 17,080.96</b>
1261-ENNS, MIKE	512308570	LB-2000079	COMPUTER SERVICE	0100-00000-0-1110-2420-580000-001-0037	2,167.50
					<b>Warrant Total: 2,167.50</b>
					<b>Vendor Total: 2,167.50</b>
274-EWING IRRIGATION PRODUCTS INC.	512311353	PO-210083	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	536.11
					<b>Warrant Total: 536.11</b>
					<b>Vendor Total: 536.11</b>
2267-FERGUSON, AMANDA	512310284	PO-210069	GERMINATE CONF.	0100-35500-0-3800-1000-520000-001-0000	75.00
					<b>Warrant Total: 75.00</b>
					<b>Vendor Total: 75.00</b>
1446-FRESNO COUNTY CLERK	512307892	LB-2000055	MEASURE E	0100-00000-0-0000-7150-580013-000-0000	13,301.72
					<b>Warrant Total: 13,301.72</b>
					<b>Vendor Total: 13,301.72</b>
2468-HENRY SCHEIN INC.	512308571	LB-2000082	SUPPLIES-COVID19-SB117	0100-00000-0-0000-8200-430006-000-0000	7.97
					<b>Warrant Total: 7.97</b>
	512308572	LB-2000082	SUPPLIES-COVID19-SB117	0100-73880-0-0000-8200-430000-000-0000	114.07
					<b>Warrant Total: 114.07</b>
	512308573	LB-2000082	SUPPLIES-COVID19-SB117	0100-73880-0-0000-8200-430000-000-0000	1,073.13
					<b>Warrant Total: 1,073.13</b>
					<b>Vendor Total: 1,195.17</b>
1721-INFINITY COMMUNICATIONS &	512308574	PO-210014	ERATE CONSULTING	0100-00000-0-0000-7150-580000-000-0000	1,125.00
					<b>Warrant Total: 1,125.00</b>
					<b>Vendor Total: 1,125.00</b>

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1301-KINGS COUNTY ASSESSOR	512307893	LB-2000052	MEASURE E	0100-00000-0-0000-7150-580013-000-0000	457.77
				<b>Warrant Total:</b>	<b>457.77</b>
				<b>Vendor Total:</b>	<b>457.77</b>
1850-LAWRENCE TRACTOR COMPANY INC.	512310285	LB-2000097	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	34.07
		LB-2000097	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	99.50
		LB-2000097	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	254.35
				<b>Warrant Total:</b>	<b>387.92</b>
				<b>Vendor Total:</b>	<b>387.92</b>
2125-MONTALVO, GILBERT	512307894	LB-2000057	D.O.T. PHYSICAL	0100-00000-0-1110-3600-580025-001-0000	75.00
				<b>Warrant Total:</b>	<b>75.00</b>
				<b>Vendor Total:</b>	<b>75.00</b>
547-NELSON'S ACE HARDWARE	512307895	LB-2000058	SUPPLIES-MAY/JUNE	0100-81500-0-0000-8100-430018-000-0030	650.87
		LB-2000058	SUPPLIES-MAY/JUNE	0100-81500-0-0000-8100-430018-000-0030	377.92
				<b>Warrant Total:</b>	<b>1,028.79</b>
	512311354	PO-210018	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0030	156.92
				<b>Warrant Total:</b>	<b>156.92</b>
				<b>Vendor Total:</b>	<b>1,185.71</b>
568-OFFICE DEPOT INC.	512307896	LB-2000059	SUPPLIES-ADMIN	0100-00000-0-0000-2700-430000-001-0000	19.60
				<b>Warrant Total:</b>	<b>19.60</b>
	512311355	PO-210050	SUPPLIES-SPEC ED	0100-65000-0-5760-1120-430000-001-0000	290.47
				<b>Warrant Total:</b>	<b>290.47</b>
				<b>Vendor Total:</b>	<b>310.07</b>
578-ORGANIZATION OF SELF INSURED	512310786	PO-210004	INSURANCE RENEWAL	0100-00000-0-1110-3600-540000-001-0000	9,510.41
		PO-210004	INSURANCE RENEWAL	0100-00000-0-0000-7110-540000-000-0000	126,352.59
				<b>Warrant Total:</b>	<b>135,863.00</b>
				<b>Vendor Total:</b>	<b>135,863.00</b>

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Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount					
584-PACIFIC GAS & ELECTRIC CO.	512307897	LB-2000060	NON SOLAR-JUNE	0100-00000-0-0000-8200-550001-000-0000	5,000.04					
	<b>Warrant Total:</b>					<b>5,000.04</b>				
	512310286	LB-2000099	UTILITIES-SOLAR/OASIS	0100-00000-0-3200-8100-550001-002-0000	12.28					
		LB-2000099	UTILITIES-SOLAR/I.S.	0100-00000-0-3300-8100-550001-002-0000	12.28					
		LB-2000099	UTILITIES-SOLAR/KHS	0100-00000-0-0000-8200-550001-000-0000	249.94					
<b>Warrant Total:</b>					<b>274.50</b>					
512311356	PO-210019		UTILITIES-NON SOLAR/KHS	0100-00000-0-0000-8200-550001-000-0000	7,246.92					
					<b>Warrant Total:</b>					<b>7,246.92</b>
					<b>Vendor Total:</b>					<b>12,521.46</b>
585-PACIFIC WEST CONTROLS INC.	512308576	PO-210020	HVAC MAINT/SERVICE	0100-81500-0-0000-8100-560010-000-0000	150.00					
					<b>Warrant Total:</b>					<b>150.00</b>
					<b>Vendor Total:</b>					<b>150.00</b>
596-PEARSON EDUCATION INC.	512307898	LB-2000061	SUPPLIES-SCIENCE	0100-14000-0-1110-1000-430000-001-0000	2,309.62					
					<b>Warrant Total:</b>					<b>2,309.62</b>
					<b>Vendor Total:</b>					<b>2,309.62</b>
439-PHILLIPS 66-CO./SYNCB	512307899	LB-2000062	FUEL	0100-00000-0-1110-3600-430009-001-9959	72.09					
					<b>Warrant Total:</b>					<b>72.09</b>
					<b>Vendor Total:</b>					<b>72.09</b>
2138-QUADIENT LEASING USA INC.	512308577	PO-210016	POSTAGE MACHINE LEASE	0100-00000-0-0000-7300-590002-000-0000	710.73					
					<b>Warrant Total:</b>					<b>710.73</b>
					<b>Vendor Total:</b>					<b>710.73</b>
2466-RAPTOR TECHNOLOGIES LLC	512308578	PO-210041	ACCESS RENEWAL	0100-14000-0-1110-1000-580000-001-1201	1,695.00					
					<b>Warrant Total:</b>					<b>1,695.00</b>
					<b>Vendor Total:</b>					<b>1,695.00</b>
1728-RAY MORGAN COMPANY INC.	512307901	LB-2000064	COPIER MAINT.	0100-00000-0-1110-1000-560008-001-0000	116.95					
					<b>Warrant Total:</b>					<b>116.95</b>
					512310787	PO-210032	COPIER MAINT	0100-00000-0-1110-1000-560008-001-0000	14.63	
<b>Warrant Total:</b>					<b>14.63</b>					
<b>Vendor Total:</b>					<b>131.58</b>					
1476-SCHOOL SAVERS CORPORATION	512310287	LB-2000100	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	126.14					
					<b>Warrant Total:</b>					<b>126.14</b>
					<b>Vendor Total:</b>					<b>126.14</b>

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700-SCHOOL SERVICES OF CALIFORNIA	512308579	PO-210042	FISCAL BUDGET SERVICES	0100-00000-0-0000-7150-530000-000-9979	3,840.00
					<b>Warrant Total: 3,840.00</b>
					<b>Vendor Total: 3,840.00</b>
724-SISC III	512308580	PV-210001	BOARD	0100-00000-0-0000-7110-340200-000-0000	6,911.50
		PV-210001	BC RETIREE*	0100-00000-0-0000-7110-340200-000-0000	1,826.30
		PV-210001	RS RETIREE*	0100-00000-0-0000-8200-370200-000-0000	2,233.80
		PV-210001	WS RETIREE*	0100-00000-0-0000-7110-370200-000-0000	2,205.80
		PV-210001	JH RETIREE	0100-00000-0-0000-8200-370200-000-0000	1,792.80
		PV-210001	JD RETIREE	0100-00000-0-0000-8200-370200-000-0000	1,232.80
		PV-210001	STAFF	0100-00010-0-0000-0000-951400-000-0000	133,771.20
					<b>Warrant Total: 149,974.20</b>
					<b>Vendor Total: 149,974.20</b>
737-STATE OF CALIFORNIA	512307902	LB-2000065	USE TAX 2019-2020	0100-00000-0-0000-0000-958000-000-0000	1,988.02
					<b>Warrant Total: 1,988.02</b>
740-STATE OF CALIFORNIA	512307903	LB-2000066	FINGERPRINTING	0100-00000-0-0000-7150-580015-000-0000	113.00
					<b>Warrant Total: 113.00</b>
					<b>Vendor Total: 2,101.02</b>
748-SULLIVAN SUPPLY INC.	512308581	LB-2000084	SUPPLIES-AG	0100-35500-0-3800-1000-430000-001-0000	428.36
		LB-2000084	SUPPLIES-AG	0100-35500-0-3800-1000-430000-001-0000	487.60
					<b>Warrant Total: 915.96</b>
					<b>Vendor Total: 915.96</b>
758-TCM INVESTMENTS	512308582	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-OASIS	0100-00000-0-3300-8100-560008-002-0000	72.76
					<b>Warrant Total: 165.39</b>
					<b>Vendor Total: 165.39</b>
2536-THE FOUNDATION @ FCOE	512308583	PO-210044	CRADLE TO CAREER	0100-00000-0-0000-7150-530000-000-9973	500.00
					<b>Warrant Total: 500.00</b>
					<b>Vendor Total: 500.00</b>
774-THE GAS COMPANY	512308584	LB-2000085	NATURAL GAS	0100-00000-0-0000-8200-550003-000-0000	219.33
					<b>Warrant Total: 219.33</b>
					<b>Vendor Total: 219.33</b>



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779-THE HOME DEPOT	512307904	LB-2000068	SUPPLIES-OH/AG SCIENCE	0100-35500-0-3800-1000-430000-001-0000	549.59		
		LB-2000068	SUPPLIES-OH/AG SCIENCE	0100-14000-0-1110-1000-430000-001-1132	65.85		
		LB-2000069	SUPPLIES-CTEIG/ART	0100-63870-9-3800-1000-430000-001-3017	849.92		
		LB-2000069	SUPPLIES-CTEIG/ART	0100-14000-0-1110-1000-430000-001-1133	419.53		
<b>Warrant Total:</b>					<b>1,884.89</b>		
512308585	LB-2000092	SUPPLIES-GRADUATION		0100-00000-0-1110-1000-430000-001-3200	62.74		
		<b>Warrant Total:</b>					<b>62.74</b>
		<b>Vendor Total:</b>					<b>1,947.63</b>
817-UNITED PARCEL SERVICE	512307905	LB-2000071	PARCEL SERVICE	0100-00000-0-1110-1000-590010-001-0015	165.25		
		<b>Warrant Total:</b>					<b>165.25</b>
<b>Vendor Total:</b>					<b>165.25</b>		
2482-USPS-HASLER	512307906	PO-210002	POSTAGE	0100-00000-0-1110-1000-590010-001-0000	5,000.00		
		<b>Warrant Total:</b>					<b>5,000.00</b>
<b>Vendor Total:</b>					<b>5,000.00</b>		
2297-VALERO MARKETING & SUPPLY COMP	512307907	LB-2000072	FUEL	0100-00000-0-1110-3600-430009-001-9956	58.02		
		<b>Warrant Total:</b>					<b>58.02</b>
		512311358	PO-210030	FUEL	0100-00000-0-1110-3600-430009-001-9956	480.73	
		LB-2000107	FUEL	0100-00000-0-1110-3600-430009-001-9956	221.14		
<b>Warrant Total:</b>					<b>701.87</b>		
<b>Vendor Total:</b>					<b>759.89</b>		
994-VALLEY R.O.P.	512307908	LB-2000073	CONTRACTED EXPENSE	0100-63870-9-3800-1000-580000-001-0000	1,321.72		
		LB-2000073	CONTRACTED EXPENSE	0100-00000-0-1110-1000-580000-001-6350	23,859.32		
		LB-2000074	CONTRACTED EXPENSE	0100-63870-9-3800-1000-580000-001-3013	1,034.65		
<b>Warrant Total:</b>					<b>26,215.69</b>		
<b>Vendor Total:</b>					<b>26,215.69</b>		
2151-VERIZON WIRELESS	512311359	LB-2000108	CELL PHONES	0100-00000-0-0000-7150-590006-000-0000	2,395.46		
		PO-210031	CELL PHONES	0100-00000-0-0000-7150-590006-000-0000	1,685.35		
<b>Warrant Total:</b>					<b>4,080.81</b>		
<b>Vendor Total:</b>					<b>4,080.81</b>		
2321-WESTAIR GASES & EQUIPMENT INC.	512307909	LB-2000075	SUPPLIES-AG MECH	0100-35500-0-3800-1000-430000-001-0000	985.06		
		<b>Warrant Total:</b>					<b>985.06</b>
<b>Vendor Total:</b>					<b>985.06</b>		
<b>Fund Total:</b>					<b>506,879.20</b>		

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Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount
<b>1300-Cafeteria Fund</b>					
1253-AMAZON.COM LLC	512308552	LB-2000076	SUPPLIES-FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	13.89
		LB-2000076	SUPPLIES-FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	15.95
		LB-2000076	SUPPLIES-FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	45.51
					<b>Warrant Total: 75.35</b>
					<b>Vendor Total: 75.35</b>
1994-DINUBA UNIFIED SCHOOL DISTRICT	512307890	LB-2000053	FOOD SERVICE	1300-53100-0-0000-3700-580000-000-0000	3,181.00
					<b>Vendor Total: 3,181.00</b>
2163-PRODUCERS DAIRY FOODS INC.	512307900	LB-2000063	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	144.17
		LB-2000063	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	85.61
		LB-2000063	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	115.63
		LB-2000063	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	101.18
		LB-2000063	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	173.45
		LB-2000063	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	85.61
		LB-2000063	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	158.63
					<b>Warrant Total: 864.28</b>
					<b>Vendor Total: 864.28</b>
755-SYSCO CENTRAL CALIFORNIA INC.	512311357	LB-2000067	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	354.88
		LB-2000067	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	1,031.36
		LB-2000067	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	334.94
					<b>Warrant Total: 1,721.18</b>
					<b>Vendor Total: 1,721.18</b>
2573-TITAN SCHOOL SOLUTIONS INC.	512308586	PO-210046	FOOD SERVICE	1300-53100-0-0000-3700-560010-000-0000	955.90
		PO-210046	FOOD SERVICE	1300-53100-0-0000-3700-560010-000-0000	1,300.00
		PO-210046	FOOD SERVICE	1300-53100-0-0000-3700-560010-000-0000	1,600.00
					<b>Warrant Total: 3,855.90</b>
					<b>Vendor Total: 3,855.90</b>
					<b>Fund Total: 9,697.71</b>

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Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount
<b>1400-Deferred Maintenance Fund</b>					
2383-BEYNON SPORTS SURFACES INC.	512307883	LB-2000047	Kingsburg HS- FastTrack	1400-00000-0-0000-8500-560019-000-0000	14,500.00
<b>Warrant Total:</b>					<b>14,500.00</b>
<b>Vendor Total:</b>					<b>14,500.00</b>
<b>Fund Total:</b>					<b>14,500.00</b>

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Vendor	Warrant #	Reference	Description	Fu---Re-----Y-Gl---Fn---Ob-----Si--Dp	Amount
<b>2104-Building Fund</b>					
130-CDW GOVERNMENT INC.	512310279	LB-2000098	TECHNOLOGY	2104-00000-0-0000-8500-640000-000-0000	10,965.61
					<b>Warrant Total: 10,965.61</b>
					<b>Vendor Total: 10,965.61</b>
1318-CITY OF KINGSBURG	512307886	LB-2000051	POOL IMPROVEMENTS	2104-00000-0-0000-8500-617000-000-9966	312,150.55
					<b>Warrant Total: 312,150.55</b>
					<b>Vendor Total: 312,150.55</b>
2454-DBA: THE TAYLOR GROUP ARCH.	512310281	PO-210051	KHS-HARDSCAPE	2104-00000-0-0000-8500-620002-000-2924	2,716.88
		PO-210051	KHS-AG CANOPY	2104-00000-0-0000-8500-620002-000-2926	10,293.75
					<b>Warrant Total: 13,010.63</b>
					<b>Vendor Total: 13,010.63</b>
476-LOZANO SMITH LLP	512308575	LB-2000091	LEGAL SERVICES-SOLAR	2104-00000-0-0000-8500-580018-000-2927	1,358.50
					<b>Warrant Total: 1,358.50</b>
					<b>Vendor Total: 1,358.50</b>
2566-ZELTMACHER STRUCTURAL DESIGN	512308587	LB-2000088	AG CANOPY	2104-00000-0-0000-8500-620002-000-2926	7,875.00
					<b>Warrant Total: 7,875.00</b>
					<b>Vendor Total: 7,875.00</b>
<b>Fund Total: 345,360.29</b>					

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Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount
<b>2500-Capital Facilities Fund</b>					
139-CERTIFIED SPECIALIST INC.	512307885	LB-2000050	ASBESTOS SURVEILLANCE	2500-90510-0-0000-8500-620000-000-0000	579.00
				<b>Warrant Total:</b>	<b>579.00</b>
				<b>Vendor Total:</b>	<b>579.00</b>
				<b>Fund Total:</b>	<b>579.00</b>

**ISSUE:** Presentation of Interdistrict Attendance Permits for the 2020-2021 school year.

<u>FROM</u>	<u>GRADE</u>
<b><u>Dinuba</u></b>	
Castillo, Eluterio	11
Valdivia, Crystal	11
<b><u>Fowler</u></b>	
Williams, Katie	10
<b><u>Kings Canyon</u></b>	
Hager, Jack	10
<b><u>Parlier</u></b>	
Lopez Platon, Irvin	11
Lopez Platon, Angel	10
<b><u>Selma</u></b>	
Aguilar, Jeannette	9
Harrell, Bridget	9
Chavez, Janelle	10
Gomez, Rosalio	11
Perez, Julissa	11
Pumarejo, Bella	9
Pumarejo, Brenton	10
Ramirez, Britney	11
Ventura, Emmanuel	12
Ventura, Jose	11
<b><u>OUT</u></b>	
<b><u>Cutler-Orosi</u></b>	
Sanchez, Joana	10
<b><u>Dinuba</u></b>	
Robles, Ramon	11
<b><u>Kings Canyon</u></b>	
Cortez, Karissa	10
<b><u>Selma</u></b>	
Dupont, Olivia	9
<b><u>Visalia</u></b>	
Ford, Payton	10

**ACTION:** Accept or reject Interdistrict permits as presented.

**RECOMMENDATION:** Accept or reject Interdistrict Permits as recommended by the Superintendent.

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
 Nagle: \_\_\_\_\_ Serpa: \_\_\_\_\_ Lunde: \_\_\_\_\_ Jackson: \_\_\_\_\_ Thomsen: \_\_\_\_\_

**ISSUE:** Presented to the Board is the Professional Learning/Training Agreement between Kingsburg Joint Union High School District and Fresno County Superintendent of Schools for the 2020-2021 school year in the amount of \$34,600.00.

**ACTION:** Approve or deny the Professional Learning/Training Agreement for the 2020-2021 school year.

**RECOMMENDATION:** Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Serpa: \_\_\_\_\_ Lunde: \_\_\_\_\_ Jackson: \_\_\_\_\_ Thomsen: \_\_\_\_\_



**PROFESSIONAL LEARNING/TRAINING AGREEMENT**  
**("Agreement")**



Legal Doc. No. of this signed Agreement (*Legal use only*): \_\_\_\_\_

**COVER**

Program/Event: Kingsburg Joint Union High School

<p><b>AGENCY</b></p> <p>Kingsburg Joint Union High School ("<b>Agency</b>")          Attn: Don Shoemaker, Superintendent          1900 18<sup>th</sup> Avenue          Kingsburg, CA 93631          Phone: (559) 897-7721          Email: dshoemaker@kingsburghigh.com</p>	<p><b>FCSS</b></p> <p>Fresno County Superintendent of Schools ("<b>FCSS</b>")          Attn: Diane Leonardo, Senior Director          Dept.: Curriculum &amp; Instruction          Fresno County Office of Education          1111 Van Ness Ave.          Fresno, CA 93721          Phone: (559) 265-3098 Email: dleonardo@fcoe.org</p>
<p><b>CONTRACT TERM</b> (see § 3.1)</p> <p><b>"Effective Date"</b>: August 1, 2020  <b>"Termination Date"</b>: May 30, 2021</p>	<p><b>TERMINATION DURING CONTRACT TERM</b> (see § 3.2)</p> <p>Ground for termination: With or without cause  <b>"Notice Period"</b>: At least 30 before the effective date of termination of this Agreement</p>

**FCSS OBLIGATIONS.** Unless specifically stated otherwise on this Cover, FCSS shall provide all labor, materials, supplies, equipment, and transportation necessary to perform the following "**Services**":

- Description of Professional Learning/Training:** FCSS shall provide the following professional learning/training:
  - English Language Arts/English Language Development professional development and coaching: 18 days at \$950 per day = \$17,100
  - Mathematics professional development and coaching: 6 days at \$950 per day = \$5,700
  - Science: One teacher registration to Regional Science Professional Learning Communities: \$800
  - Visual and Performing Arts: 4 half days at \$500 per day = \$2,000
  - Instructional Technology: 6 half days at \$500 per day= \$ 3,000
  - Systems and Leadership Implementation Coaching: 12 half days at \$500 per half day = \$6,000
- Date(s) of Professional Learning/Training:** The Parties' staff will coordinate and schedule the particular date(s) on which FCSS will conduct the professional learning/training, which date(s) shall be within the Contract Term.
- Location of Professional Learning/Training:** The Parties' staff will coordinate and determine the location(s) of the professional learning/training.

**CONTRACT AMOUNT AND PAYMENT SCHEDULE** (see Art. 2). Agency shall pay FCSS the Contract Amount stated below pursuant to the following "**Payment Schedule**" (*mark one and complete as Indicated*):

**"Contract Amount"** of \$34,600, the breakdown of which is set forth above under FCSS OBLIGATIONS. FCSS shall submit each invoice for payment to Agency as follows: November 2020, May 2021 . Agency shall pay FCSS within 30 days after: (A) FCSS has completed the Services required of FCSS for the period for which FCSS requests payment; and (B) Agency has received FCSS' invoice requesting payment for such Services.

**AGENCY OBLIGATIONS.** Agency shall perform all obligations required of Agency as set forth elsewhere in this Agreement and the following:


Communicate and coordinate with FCSS staff regarding the professional learning/training referenced above.



In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Agency and FCSS, separately referred to as a "Party" and collectively as the "Parties," have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. 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: Mr. Don Shoemaker  
Title: Superintendent

By: \_\_\_\_\_  
Jim A. Yovino, Superintendent  
or Authorized Designee

**NOTE – ELECTRONIC SIGNATURE:** While FCSS will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to FCSS in the electronic format it was signed in.

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## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

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

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

### ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE. By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide, and Agency shall compensate FCSS for, performance of those obligations required of FCSS under this Agreement and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 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 for 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 the Applicable Law 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 1.3 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.

### SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION.

1.4.1 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; 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 Subsection shall survive the termination of this Agreement.

1.4.2 SCHOOL OFFICIAL DESIGNATION. To the extent FCSS' provision of the Services under this Agreement will entail FCSS staff to view, handle, create, or receive Confidential Material consisting of student records of Agency's students ("Pupil Records") that are subject to the Family Educational Rights and Privacy Act ("FERPA"), FCSS acknowledges and agrees, for the purposes of this Agreement, that FCSS is hereby designated as a "school official" with "legitimate educational interests" in the Pupil Records, as those terms are defined under FERPA and its implementing regulations. FCSS agrees to abide by the FERPA limitations and requirements imposed by 34 CFR 99.33(a) on school officials, including that FCSS will not disclose Pupil Records to any other party without the prior written consent of each pupil's parent or eligible pupil.

**ARTICLE 2 PAYMENT.** As full consideration and compensation for FCSS' performance of this Agreement, Agency shall pay FCSS the Contract Amount in accordance with the Payment Schedule stated on the Cover.

### **ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.**

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("Contract Term") and, unless terminated during the Contract Term in accordance with Subsection 3.2.1 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION DURING CONTRACT TERM; RIGHTS AND OBLIGATIONS UPON TERMINATION. During the Contract Term, a Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover. Upon termination of this Agreement, Agency shall pay FCSS for all Services that FCSS performed before the effective date of termination of this Agreement, such payment to be made within 30 days of the effective date of termination of this Agreement and Agency's receipt of FCSS' invoice. The provisions of this Section shall survive the termination of this Agreement.

SECTION 3.3 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 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.

### **ARTICLE 4 INSURANCE.**

Each Party, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance providing coverage 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, non-owned and hired autos and, if there are any autos owned by the Party, then also covering owned autos, with a combined single limit of not less than \$1,000,000 per accident.

### **ARTICLE 5 INDEMNITY.**

Except as stated on the Cover in which case such provisions shall govern to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("Indemnitor") shall: (A) indemnify and hold harmless the other Party ("Indemnitee") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party 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. A Party'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 that a Party 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* any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Agency; (C) an officer, employee, or agent of FCSS; or (D) 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, each a **"Determination,"** by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

#### **ARTICLE 6 DISPUTE RESOLUTION.**

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Agency shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Agency shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Agency shall pay FCSS in accordance therewith. 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 the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

#### **ARTICLE 7 GENERAL PROVISIONS.**

**SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, 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 conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment 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 provision 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.** If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall 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 each Party 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 employment or agency relationship, partnership, or joint venture between the Parties. Each 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, the Parties agreeing that this provision shall not prohibit FCSS from contracting with one or more third parties to perform the Services required of FCSS under this Agreement.

SECTION 7.4 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](mailto: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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**ISSUE:** Presented to the Board is the Kingsburg Joint Union High School District Federal Time Accounting Guidelines that provides all district categorically funded employees information for their position and time accounting guidelines, procedures and requirements. Time documentation is required to ensure the district is properly following all applicable program requirements.

**ACTION:** Approve or deny the Kingsburg Joint Union High School District Federal Time Accounting Guidelines/Procedure Manual.

**RECOMMENDATION:** Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Serpa: \_\_\_\_\_ Lunde: \_\_\_\_\_ Jackson: \_\_\_\_\_ Thomsen: \_\_\_\_\_

# Kingsburg Joint Union High School District

## TIME ACCOUNTING GUIDELINES

*The purpose of this KJUHSD Federal Time Accounting Procedures Manual is to provide all district categorically funded employees with the information needed for their position and the time accounting guidelines, procedures and requirements to their funding and position/function. All employees who are fully or partially funded by federal programs are to prepare and maintain time documentation. Non-compliance results in audit findings reported both to the state and federal governments and will result in loss of funding. These time accounting documents will be reviewed during both the district's annual financial audit and by CDE during Federal Program Monitoring (FPM).*

### **FEDERAL FUNDED EMPLOYEE TIME DOCUMENTATION**

*Time documentation is required to ensure that the district is properly charging salaries and wages that are reasonable, necessary and allowable in accordance with applicable program requirements.*

The funds involved with federal programs are Title IA and Title IIA.

#### **TITLE I PART A (3010)**

- Must be used to supplement the basic program
- Site employees cannot participate in administrative or clerical duties
- Intent is to provide support for low income students to become academically proficient in State Standards

#### **TITLE II PART A (4035)**

- Development and continuous improvement of quality educational programs resulting in improved student achievement
- Hold teacher accountable to achieve high standards
- Class size reduction

#### **TITLE IV, PART A (4127)**

- Development and continuous improvement of activities and support for a well-rounded education

#### **LOCAL CONTROL FUNDING FORMULA (LCFF)**

- Employees funded with only LCFF (100%) are not required to complete the Time Accounting documents
- Time Accounting documents are required if LCFF is combined with other categorical funding

## PERSONNEL

All district employees who are paid in full or part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend of grant activities. (2 CFR 200.430)

## LEAVE

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as annual leave.

- ARTICLE 3. Resignations, Dismissals, and Leaves of Absence [44930 - 44988] (Article 3 enacted by Stats. 1976, Ch. 1010.)
  - 44984. (a) The governing board of a school district shall provide by rules and regulations for industrial accident and illness leaves of absence for all certificated employees. The governing board of a school district that is created or whose boundaries or status is changed by an action to organize or reorganize school districts completed after the effective date of this section shall provide by rules and regulations for these leaves of absence on or before the date on which the organization or reorganization of the school district becomes effective for all purposes.
  - If a certificated employee is absent from his or her duties on account of an industrial accident or illness, he or she shall be paid the portion of the salary due him or her for any month in which the absence occurs as, when added to his or her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him or her of not more than his or her full salary. Ed Code 44984 (a)(4)(A)
  - The phrase "full salary" as used in this subdivision shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is used in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable. Ed Code 44984 (a)(4)(B)
- An employee on authorized leave must continue to complete the required time accounting forms.

## EMPLOYEE RESPONSIBILITIES

- If you are a Kingsburg JUHSD employee whose position is funded with federal funds, you must complete monthly personnel activity reports
- At the beginning of the school year you will meet with the Executive Director of Student Services to review your job duty statement to sign



- Be knowledgeable about your duties and funding sources as stated in the job duty statement for your position (the job duty statement is different than your District Job Description)
- There are two time accounting forms to use depending on funding sources
  - 1) Single funded employees must fill out the Single Funded Categorical Personnel Certification form
  - 2) Multi funded employees must fill out the Multi-funded Categorical Personnel Certification form and Time Sheet for Multi-Funded Categorical Personnel form
- The reports are to be prepared and signed by the employee (employee's original signature), then submitted to the Executive Director of Student Services within ten days after the end of each month.

### **SINGLE FUNDED TIME ACCOUNTING**

When an employee works solely with a single federal fund, they will need to sign the "Time Sheet for Single Funded Categorical Personnel Certification" every month for the school categorical file.

#### **Documents include:**

- 1) Signed Single Funded Categorical Personnel Certification
- 2) Student list - first name only
- 3) Lesson Plan or Personal Activity log and Schedule

### **MULTI-FUNDED TIME ACCOUNTING**

When an employee is funded with more than one funding source, the employee is considered to work with multiple cost objectives. They will need to sign the "Time Sheet for Multi-Funded Categorical Personnel" every month for the school categorical file.

#### **Documents include:**

- 1) Signed Multi-Funded Categorical Personnel Certification
  - 2) Time Sheet for Multi-Funded Categorical Personnel
  - 3) Student list - first name only
  - 4) Lesson Plan or Personal Activity log and Schedule
- Documents must accurately reflect a distribution of the actual time spent on each activity. The time accounting documents must account for the total time for which the person is employed regardless of the funding sources. The records must represent the total time, on a daily basis, that the employee is employed for the District.

- Documents are written neatly and legible in a lesson plan form and student list or roster is included. Documentation should be easily read and understood.
- If multi-funded, the activities/duties are marked to indicate which funding source the activity/duty represents.

### **EXECUTIVE DIRECTOR OF STUDENT SERVICES RESPONSIBILITIES**

The Executive Director of Student Services must ensure that all affected employees and their supervisors are familiar with the documentation guidelines and funding compliance and are following these requirements.

- The Executive Director of Student Services will meet with each employee that is categorically funded to review and sign a Job Duty Statement. It is important that each employee know the funding source(s) for their position; if multi-funded, the percent; and the amount of time (per day/week) for which they have been employed.
- All original signed Duty Statements from the Sites are collected from the sites and kept at the District Office (copies kept in site Categorical Files)
- The Executive Director will collect Time Accounting site documents monthly. Documents must be submitted in a timely manner: Time sheets for Single-Funded Categorical Personnel and Time Sheets for Multi-Funded Categorical Personnel are collected monthly and due on the 10<sup>th</sup> of the following month.
- Three times a year the information will be given to the Chief Business Official to monitor district compliance.

### **CHIEF BUSINESS OFFICIAL RESPONSIBILITIES**

- The Chief Business Official will monitor and check all District Time Accounting Records to meet Federal Requirements and Auditor Standards.
- Three times a year in November, March and June a reconciliation will be made between the Multi-Funded employees' Time Sheet for Multi-Funded Categorical Personnel documentation and the employees' actual funding charges. The Chief Business Official will note discrepancies between the hours reported on the form and actual charges as well as any missing documentation. He/she will follow up with the Program Manager as necessary until all hours are reconciled.
- The Chief Business Official will compare Multi-Funded Categorical Personnel documentation of employees with the Payroll percentages three times a year. If the difference between the employee's time accounting and the payroll percentages are over or under 2% of the funding sources a journal entry will be prepared by The Chief Business Official and entered by a Financial Analyst after the fact to correct the payroll charges to reflect the actual activity of the employee.

### **Chief Business Official Timeline for Time Accounting:**

**Monthly:** Time Sheet for Multi-Funded Categorical Personnel must be turned in monthly to the Executive Director of Student Services by the 10<sup>th</sup>.

**October 15<sup>th</sup>:** Send Duty Statement to school sites and departments

**November 10<sup>th</sup>:** Duty Statements due to the Executive Director of Student Services

**November 10<sup>th</sup>:** The first Single Funded and Multi-Funded Categorical Personnel Certification documentation is due from the Executive Director of Student Services. The Chief Business Official will check for accuracy and reconcile employee time accounting with payroll records.

**During the month of November:** The Chief Business Official will note discrepancies between the hours reported on the form and actual charges as well as any missing documentation. He/she will follow up with the Program Manager as necessary until all hours are reconciled. He/she will also check for any differences between the employee's time accounting and the payroll percentages and follow the appropriate steps to correct the payroll charges in the General Ledger to reflect the actual activity of the employee.

**March 10<sup>th</sup>:** The second Single Funded and Multi-Funded Categorical Personnel Certification documentation is due from the Executive Director of Student Services. The Chief Business Official will check for accuracy and reconcile employee time accounting with payroll records.

**During the month of March:** The Chief Business will note discrepancies between the hours reported on the form and actual charges as well as any missing documentation. He/she will follow up with the Program Manager as necessary until all hours are reconciled. He/she will also check for any differences between the employee's time accounting and the payroll percentages and follow the appropriate steps to correct the payroll charges in the General Ledger to reflect the actual activity of the employee.

**Last Day of Work:** The Single Funded and Multi-Funded Categorical Personnel Certification documentation is due from all sites and departments. The Chief Business Official will check for accuracy and reconcile employee time accounting with payroll records.

**Last Day of Work:** May and June Time Sheets for Single-Funded and Multi-Funded Categorical Personnel are due to the Executive Director of Student Services.

**During the month of June:** The Chief Business will note discrepancies between the hours reported on the form and actual charges as well as any missing documentation. He/she will follow up with the Program Manager as necessary until all hours are reconciled. He/she will also check for any differences between the employee's time accounting and the payroll percentages and follow the appropriate steps to correct the payroll charges in the General Ledger to reflect the actual activity of the employee.

## **Time & Effort**

### **Under Extraordinary Circumstances**

#### **Policy:**

During extended periods of emergency or extraordinary circumstances Kingsburg Joint Union High School District will take necessary steps to adjust time and effort reporting to meet the immediate health and safety needs of students and staff while ensuring documentation is maintained to support the use of federal program funds during the emergency period.

#### **Procedures:**

When an emergency or period of extraordinary circumstances is declared by the superintendent or designee disrupting normal work activities for more than two weeks the following procedures will take effect:

1. If an extraordinary circumstance results in the closure of school buildings and/or other facilities, or otherwise prohibits employees from working normal hours in their assigned location, the superintendent or designee will determine if employees, paid from all funds sources, will be allowed to work from home where feasible, in the interim. (BP 4113.5(a), BP 4213.5, BP 4313.5)
2. Employees' direct supervisors will determine which employees can perform their duties from home and will report that to the superintendent.
3. Employees paid in whole or part with federal funds will be required to maintain a work log on a weekly basis, including 100% of their work performed and the program(s) supported by the activities identified.
4. Employees working on multiple cost objectives, will submit logs to their direct supervisor on a monthly basis, and the supervisor will be responsible for verifying the accuracy of the reports. Reports may be signed electronically or may be signed and scanned for submission. The Executive Director of Student Services will review and maintain all reports.
5. Employees paid from a single federal program, funding source or cost objective, will retain the log and submit it monthly, following normal procedures.

6. If the duties of an employee paid in whole or part with federal funds are changed due to the emergency situation, the employee will continue to maintain a log of their activities, the employee's duty statement will be revised within two weeks to reflect the actual duties during the time of emergency and the Chief Business Official will reconcile the budget to reflect actual cost with actual duties performed within two weeks of the end of the emergency situation. Primary consideration will be given to ways employees paid with grant funds can support continuing activities for students served by the grant.
7. Employees paid from all fund sources who are unable to perform their normal duties due to school closures or other emergency situations, will be reassigned where feasible, with first priority on activities supporting activities for students served by grant funds, or placed on paid leave based on Kingsburg Joint Union High School District's paid leave policy (AR 4161.1, AR 4161.8, AR 4161.11, AR 4261.1).
8. Any waivers of time and effort reporting requirements from federal awarding agencies will be applied to these procedures as applicable.

**Kingsburg Joint Union High School District  
Multi-Funded Categorical Personnel Certification**

School Year: \_\_\_\_\_

Month: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Position: \_\_\_\_\_

**Duties:**

**Tutor/Aide:** Provides supplementary assistance to certificated instructional personnel with the presentation of learning materials in the subject area of: \_\_\_\_\_

**Teacher:** Provides direct instruction to students in: \_\_\_\_\_

**Director:** Oversees all State, Federal and Local programs including planning and reporting

**Counselor:** \_\_\_\_\_

Program/Resource	Hours/Even	Hours/Odd	%
0100 LCFF			
3010 Title I			
3010 Title I/Avid			
4035 Title II			
4127 Title IV			
6500/3310 Special Ed			

I affirm that I performed work consistent with this schedule. Additional verification (time sheet, lesson plans, student list) has been provided.

\_\_\_\_\_ I hereby certify that this report is an after-the-fact determination of actual effort expended for the period indicated and that I have full knowledge of 100% of these activities.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

Rate Board Adopted:

**Kingsburg Joint Union High School District  
Single Funded Categorical Personnel Certification**

School Year: \_\_\_\_\_

Month: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Position: \_\_\_\_\_

**Duties:**

**Tutor/Aide:** Provides supplementary assistance to certificated instructional personnel with the presentation of learning materials in the subject area of: \_\_\_\_\_

**Teacher:** Provides direct instruction to students in: \_\_\_\_\_

**Director:** Oversee all State, Federal and Local programs including planning and reporting

**Counselor:** \_\_\_\_\_

Program/Resource	Hours/Even	Hours/Odd	%
0100 LCFF			
3010 Title I			
3010 Title I/Avid			
4035 Title II			
4127 Title IV			
6500/3310 Special Ed			

I affirm that I performed work consistent with this schedule. Additional verification (time sheet, lesson plans, student list) has been provided.

\_\_\_\_\_ I hereby certify that this report is an after-the-fact determination of actual effort expended for the period indicated and that I have full knowledge of 100% of these activities.

Employee Signature \_\_\_\_\_

\_\_\_\_\_ Date  
Superintendent \_\_\_\_\_ Date



**Kingsburg Joint Union High School District  
Time Sheet for Multi-Funded Categorical Personnel**

Employee Name: \_\_\_\_\_ Month: \_\_\_\_\_ Year: \_\_\_\_\_  
 Position/Title: \_\_\_\_\_

**How am I funded**

Program	%
LCFF	
Title I	
Title II	
Title IV	
Special Ed	

Hours per day: \_\_\_\_\_

Program	Activity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Totals	%		
(P) Present, (A) Absence, (W) Weekend, (H) Holiday, (X) N/A																																				
LCFF																																				
Title I																																				
Title II																																				
Title IV																																				
Special Education																																				

I hereby certify that this report is an after-the-fact determination of actual effort expended for the period indicated and that I have full knowledge of 100% of these activities.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

These reports are to be filed in the district's categorical files to be reviewed at the end of each fiscal year. Please make a copy for your records and send the original to District Office by the 10<sup>th</sup> of the following month.

Date Board Adopted: \_\_\_\_\_

# LESSON PLAN – Single funded/Multi funded

Name: \_\_\_\_\_ School: \_\_\_\_\_ Month: \_\_\_\_\_ Week Of: \_\_\_\_\_

List the instruction time and days that he/she assist students. Please use this calendar to input time for your multi-funded log, it has to match.

Funding	Monday Subject/Activities	Tuesday Subject/Activities	Wednesday Subject/Activities	Thursday Subject/Activities	Friday Subject/Activities
Please check one <input type="checkbox"/> Title I <input type="checkbox"/> Title II <input type="checkbox"/> Title IV <input type="checkbox"/> Special Education Teacher: Time: Date: Period:					
Please check one <input type="checkbox"/> Title I <input type="checkbox"/> Title II <input type="checkbox"/> Title IV <input type="checkbox"/> Special Education Teacher: Time: Date: Period:					
Please check one <input type="checkbox"/> Title I <input type="checkbox"/> Title II <input type="checkbox"/> Title IV <input type="checkbox"/> Special Education Teacher: Time: Date: Period:					

I certify that the information recorded on this report is true and correct to the best of my knowledge.

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

Signature of Teacher/Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Date Board Adopted: \_\_\_\_\_

**ISSUE:** Presented to the Board for adoption is Resolution #R09-2021 Awarding a Contract to CDW-G for Technology Equipment and Peripherals using the Piggyback clause identified in Irvine Unified School District Bid No. 19/20-01IT in the amount of \$100,777.14.

**ACTION:** Approve or deny Resolution #R09-2021 Awarding Contract to CDW-G for Technology Equipment and Peripherals.

**RECOMMENDATION:** Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Serpa: \_\_\_\_\_ Lunde: \_\_\_\_\_ Jackson: \_\_\_\_\_ Thomsen: \_\_\_\_\_



# KJUHS

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

Superintendent | **Don Shoemaker**

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

---

Date: August 17, 2020  
To: Board of Trustees  
From: Rufino Ucelo Jr., Chief Business Official (CBO)  
Subject: Item 9.5.: Adopt Resolution R09-2021– CDW-G –Piggyback/Agreement

**CBO RECOMMENDATION:** Board approval is requested for adoption of Resolution No. R09-2021 allowing Kingsburg Joint Union High School District (KJUHS) to piggyback on an agreement identified as Irvine Unified School District Bid No. 19/20-01IT for Technology Equipment and Peripherals.

**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.

Irvine Unified School District competitively solicited Bid No. 19/20-01IT for Technology Equipment and Peripherals 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 December 31, 2021. CBO has determined that the use of this contract is in the best interest of the District when needed for Technology Equipment and Peripherals.

**CURRENT CONSIDERATION:** CBO is presenting this resolution to amplify when utilizing a piggyback. It is recommended that the Board of Trustees approve Resolution No. R09-2021, and to award the contract to CDW-G for the procurement of Technology Equipment and Peripherals, pursuant to the contract awarded by Irvine Unified School District.

**REVIEW BY OTHERS:** Don Shoemaker, Superintendent

**ATTACHMENTS:** Resolution No. R09-2021, Bid No. 19/20-01IT for Technology Equipment and Peripherals, CDW-G Quote

**FISCAL IMPACT:** \$100,837.07



# KJUHSD

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

COPY

Superintendent | **Don Shoemaker**

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

In the Matter of Awarding a Contract to	)	
CDW-G for Technology Equipment and	)	RESOLUTION
Peripherals.	)	NO. R09-2021
	)	

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

WHEREAS, Irvine Unified School District awarded a competitively bid contract to CDW-G at competitive prices; and

WHEREAS, Irvine Unified School District 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 CDW-G pursuant to the Irvine Unified School District Bid No. 19/20-01IT for Technology Equipment and Peripherals., valid through December 31, 2021, for the procurement of Technology Equipment and Peripherals as specified under the terms and conditions of the contract awarded by Irvine Unified School District.

IN WITNESS OF THE ABOVE STATED ACTION, I have hereunto set my hand this 17th day of August, 2020.

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

August 17, 2020

By: \_\_\_\_\_  
 Rick Jackson  
 Clerk  
 Kingsburg Joint Union High School District

# QUOTE CONFIRMATION



DEAR NOEL CHAVEZ,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LPBQ885	8/11/2020	CHROME/DELL	6068642	\$100,777.14


<b>IMPORTANT - PLEASE READ</b>
Fees applied to item(s): 6027157, 6097639

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>HP Chromebook 11A G8 - Education Edition - 11.6" - A4 9120C - 4 GB RAM - 32</u> Mfg. Part#: 16W64UT#ABA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	300	6027157	\$220.00	\$66,000.00
<u>Google Chrome Management Console License - Education</u> Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	300	3577022	\$25.00	\$7,500.00
<u>Dell Latitude 7210 2-in-1 - 12.3" - Core i5 10310U - 8 GB RAM - 256 GB SSD</u> Mfg. Part#: RDDD5 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	5	6097639	\$1,617.00	\$8,085.00
<u>Dell Active Pen - stylus - Bluetooth 4.0 - active black</u> Mfg. Part#: PNS57W UNSPSC: 43211709 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	5	4550932	\$52.00	\$260.00
<u>Dell Thunderbolt Dock WD19TB - docking station - HDMI, DP, Thunderbolt</u> Mfg. Part#: DELL THUNDERBOLT DOCK - WD19TB UNSPSC: 43211602 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	1	5644777	\$285.00	\$285.00
<u>Dell Upgrade from 3Y Next Business Day to 5Y ProSupport - extended service</u> Mfg. Part#: 812-0038 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	5	4302412	\$266.00	\$1,330.00
<u>HP Gumdrops DropTech Case for Chromebook 11 G8 EE</u> Mfg. Part#: C005257 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	300	6052203	\$28.75	\$8,625.00
<b>RECYCLING FEE DETAILS</b>				

QUOTE DETAILS (CONT.)				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b>RECYCLING FEE 4" TO LESS THAN 15"</b> Fee Applied to Item: 6027157,6097639	305	654809	\$4.00	\$1,220.00

PURCHASER BILLING INFO		SUBTOTAL	
<b>Billing Address:</b> KINGSBURG JOINT UNION HS DISTRICT ACCTS PAYABLE 1900 18TH AVE KINGSBURG, CA 93631-1629 <b>Phone:</b> (559) 897-7721 <b>Payment Terms:</b> NET 30 Days-Govt/Ed		SHIPPING \$0.00	
		RECYCLING FEE \$1,220.00	
		SALES TAX \$7,472.14	
		<b>GRAND TOTAL \$100,777.14</b>	
DELIVER TO		<b>Please remit payments to:</b>	
<b>Shipping Address:</b> KINGSBURG JOINT UNION HS DISTRICT NOEL CHAVEZ 1900 18TH AVE KINGSBURG, CA 93631-1629 <b>Phone:</b> (559) 897-7721 <b>Shipping Method:</b> CEVA Deferred, 3-5 Days		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Chris Atraje		(877) 325-2820		chriatr@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/resources/terms-conditions/product-sales.html>  
 For more information, contact a CDW account manager

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**Irvine Unified School District**  
**Orange County, CA**

**Bid No. 19/20-01 IT**  
**Technology Equipment and Peripherals**

**Bid Deadline/Opening: December 3, 2019 at 2:00 pm**

Contact: Michelle Bennett

Irvine Unified School District  
5050 Barranca Parkway, Irvine, CA 92604  
949-936-5022



Email: MichelleBennett@iusd.org

## REQUIRED DOCUMENTS

*\*Please return this sheet with your Bid Documents\**

### Bid Documents Due at the Submission of the Due Date

- Bid Form
- Bid Form Pricing Sheet (all pages)
- Noncollusion Declaration
- Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- Certification of Restriction on Lobbying
- Piggyback Clause
- Manufacturer's letter(s) authorizing Bidder to sell

### Other Forms not required until after award

- Agreement (Sample Agreement included)
- Tobacco Use Policy
- Worker's Compensation Certificate
- Drug-Free Workplace Certification
- Criminal Records Check Certification
- Technical Specification and Requirements
- W-9
- Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (Irvine Unified School District must be named as an Additional Insured)

## **Bid No. 19/20-01 IT, Technology Equipment and Peripherals**

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**\*IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NON-RESPONSIVE.**

### NOTICE CALLING FOR BIDS

DISTRICT: **IRVINE UNIFIED SCHOOL DISTRICT**

BID DEADLINE: **December 3, 2019 at 2:00 pm**

PLACE OF RECEIPT: Irvine Unified School District  
Attn: Michelle Bennett  
5050 Barranca Parkway  
Irvine, California 92604

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 19/20-01 IT Technology Equipment and Peripherals**.

BID DOCUMENTS will be made available on October 28, 2019 (as a download) at the following website: <https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps>. **Bidders will be responsible for reproducing all documents related to this bid.** All bids shall be made and presented on the forms provided in the Bid Documents.

Any questions regarding Bid Documents must be received via e-mail to the attention of Michelle Bennett at [MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org) by 11:00 am on November 15, 2019.

Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The Award of the Contract, if made by the District, will be by the action of the Governing Board. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Irvine Unified School District  
Governing Board

By: Michelle Bennett  
Specialist, Information Technology Contracts

Published: October 28, 2017  
November 4, 2017

Newspaper: OC Register

## CALENDAR OF EVENTS

Event	Details	Date
<b>Bid Advertised</b>	Orange County Register	October 28, 2019 November 4, 2019
<b>Bid Posted</b>	IUSD Website	October 28, 2019
<b>Last Day to Submit RFIs/Questions</b>	<a href="mailto:MichelleBennett@iud.org">MichelleBennett@iud.org</a>	November 15, 2019 at 11:00 am
<b>Response to Questions/RFIs Posted</b>	IUSD Website	On or before November 20, 2019
<b>Bid Deadline/Opening</b>	<b>Irvine Unified School District Office - Board Room</b> 5050 Barranca Parkway Irvine, CA 92604	December 3, 2019 at 2:00 pm
<b>*Board of Education Action</b>	Award of Contract	*anticipated December 17, 2019

\*Date is subject to change at the discretion of the District.

## INFORMATION FOR BIDDERS

### WARNING:

READ THIS DOCUMENT CAREFULLY.  
DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU  
MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed forms including, but not limited to, the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, and all applicable modifications, addenda and amendments, if any ("Bid Response Documents") and completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. Whenever the amount resulting from the multiplication of the unit price bid by the Bidder on any item by the total number of units called for in the item does not equal the total price bid, then the unit price shall govern for all purposes. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all Bid Documents and shall be made on the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, and all applicable modifications, addenda and amendments, if any ("Bid Response Documents") and completed in full. Bidders shall submit:

- one (1) original hardcopy and
- two (2) additional hardcopies and
- one (1) electronic copy on CD or flashdrive.

The complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to **Irvine Unified School District, Purchasing Department, 5050 Barranca Parkway, Irvine, CA 92604, Attn: Michelle Bennett**, and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left hand corner with the Bidder's name, the bid number and the date and time for the opening of bids. **It is the Bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. Bid Pricing. Bid prices are to include all costs associated with the technology equipment and peripherals included on Bid Form Pricing Sheet (hereinafter referred to as “Equipment”, “Project” and/or “Work”) including, but not limited to, shipping, F.O.B. Irvine Unified School District (“District”) or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by respondent to this solicitation (“Bidder”) shall be borne by Bidder and will not alter the requirements identified in this solicitation.

4. Signature. The signatures of all persons shall be in longhand and in ink. Any signature required on the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer’s letter(s) authorizing Bidder to sell, Tobacco Use Policy, Workers’ Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all required insurance documents, Technical Specifications and Requirements, General Conditions, Sample Agreement, specifications, and all modifications, addenda and amendments provided (“Bid Documents”) must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Bidder is a joint venture or partnership, there shall be submitted with the Bid Documents signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such Bid Documents.

5. Modifications. Changes in or additions to any of the Bid Documents, alternative proposals, or any other modifications which are not specifically called for in the Bid Documents may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the Bid Documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.

7. Examination of Site and Bid Documents. At its own expense and prior to submitting its bid, each Bidder shall examine all Bid Documents; visit the sites and determine the local conditions which may in any way affect the Project; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the Project, including the cost of permits and licenses required for the Project; determine the character, quality, and quantities of the Work to be performed and the Equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. Irvine Unified School District (District) shall not be liable for any loss sustained by the successful Bidder resulting from any variance between the actual conditions and data given in the Bid Documents. Bidder agrees that the submission of bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of bids. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

9. Interpretation of Bid Documents. If any Bidder is in doubt as to the true meaning of any part of the Bid Documents, wishes to request a substitute “or equal” item for Equipment or Work listed on the Short List in the Bid Form Pricing Sheet, or finds discrepancies in, or omissions from the Bid Documents, a written request for an interpretation or correction thereof must be submitted to District via email to the attention of Michelle Bennett at [MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org) by **November 15, 2019 at 11:00 am pacific time**. No requests shall be considered after this time. The Bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid Documents will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be posted publicly on the Irvine Unified School District website and hand delivered, emailed or faxed to each Bidder known to have received a set of Bid Documents. No person is authorized to make any oral interpretation of any provision in the Bid Documents, nor shall any oral interpretation of the Bid Documents be binding on the District. If there are discrepancies of any kind in the Bid Documents, the interpretation of the District shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK AND PROVIDING THE EQUIPMENT AND WORK; AND THAT THE BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK AND PROVIDING THE EQUIPMENT AND WORK IN ACCORDANCE WITH THE BID DOCUMENTS.**

10. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid for the same Work/ Equipment unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a proposal or quoting prices to other Bidders or submitting a bid.

11. Award of Contract. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of bid, if made by the District, will be by the action of the District's Governing Board to the lowest responsive and responsible Bidder. **The District will determine low bid by calculating the total costs of the proposals against a hypothetical scenario(s).** If two identical low bids are received from responsive and responsible Bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a Bidder, and such Bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to Bidder, the District may award the contract to the next lowest responsive and responsible Bidder or reject all bids. Due to the large number of line items, the bids will be received at the location and time designated and a spreadsheet of the awarded result will be posted online at: [www.iusd.org/District\\_services/purchasing/CurrentBidsandRFPs.html](http://www.iusd.org/District_services/purchasing/CurrentBidsandRFPs.html) .

The District's contract award will be made partially on the ability to completely comply with the greatest number of technology catalog categories. The District has also provided a short list of specific Equipment and part numbers as a brief cross-sampling. This short list is solely an example to the District, and the amount of weight in scoring of submitted bids that this short list will receive will be solely at the option and discretion of the District. The District will determine low bid by totaling a hypothetical scenario(s) provided at the Bid Opening.

12. Agreement. The form of Agreement which the successful Bidder (Contractor), will be required to execute, is included as the Sample Agreement in the Bid Documents and should be carefully examined by the Bidder. The Agreement may be executed in two (2) original counterparts. The complete Agreement consists of the following, but not limited to, the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Sample Agreement, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, Tobacco Use Policy, General Conditions, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, Technical Specifications and requirements, all required insurance documents, and all modifications, addenda and amendments, if any, and the completed Agreement (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the Bid Documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all Equipment and Work called for in the Bid Documents.

13. Competency of Bidders. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Project. By submitting a bid, each Bidder agrees that the District, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the contract. The District may also consider the qualifications and



experience of persons and organizations proposed for those portions of the Project. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidder, proposed subcontractors, and other persons and organizations to do the Project to the District's satisfaction within the prescribed time. The District reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the satisfaction of the District.

14. Insurance and Workers' Compensation. The successful Bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful Bidder shall secure the payment of compensation to all employees. The successful Bidder who has been awarded the contract shall sign and file with District prior to performing the Project, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful Bidder shall, at Bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Bidder's fulfillment of the obligations under this bid:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

(a)	General Aggregate	\$2,000,000
(b)	Each Occurrence	\$1,000,000
(c)	Products/Completed Operations	\$1,000,000
(d)	Personal and Advertising Injury	\$1,000,000
(e)	Damage to Rented Premises	\$50,000
(f)	Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Bidder drives on behalf of the District in the course of providing Equipment and performing Work.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering Bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the Bidder.

b. No later than five (5) days from execution of the Agreement by the District and successful Bidder, and prior to proving Equipment and commencing the Work under this bid, Bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful Bidder shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of the Agreement.

15. Anti-Discrimination. In connection with all Equipment provided and Work performed under this bid, there shall be no lawful discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

16. Hold Harmless/Indemnification and Insurance. The successful Bidder awarded the contract will be required to defend, indemnify and hold harmless the District, the Governing Board, officers, agents, and employees and provide the required insurance as set forth in the Agreement.

17. New Equipment. Bidder shall not provide "Remanufactured Equipment," i.e. equipment that has been factory disassembled to a predetermined standard, then reassembled by using new parts and some used or recycled components. District shall be the first user of the equipment. All items furnished under this Bid shall consist of new and original components.

18. **Brand Names and Model Numbers.** Brand names are included for descriptive purposes, to indicate the quality, design and utility desired. Brand names and model numbers where specified have been shown due to existing standards. Specific makes and models are required in some circumstances in order to be compatible with existing District equipment. This specification is not intended to restrict competition. District approved substitutes of equal specifications and capabilities those specified are acceptable unless otherwise indicated in this bid request.

Bidders may find discrepancies in the model numbers given in that the model number may be an old one and the item is not referred to by a new number. Consideration will be given in that situation. Bidders should note that the referenced Equipment in their bids are for the same items as specified by designating “New Number” in the Brand/Model area, should that be the case. Inquiries regarding such discrepancies are to be made in accordance with Section 9: Interpretation of Bid Documents in the Information for Bidders.

19. **Substitutions.** All items bid must conform to the terms and conditions set forth in these Bid Documents. The District reserves the right to reject all bids that do not conform to the Bid Documents.

Whenever in specifications any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to District approval.

- A.) **SHORT LIST.** Should the Bidder wish to request prior to bid opening, any substitution for the Equipment specified in the Short List of the Bid Form Pricing Sheet, the Bidder shall submit a written request to the District **within the timeframe stated for Requests for Information (RFI's), in accordance with Section 9: Interpretation of Bid Documents in the Information for Bidders and as noted on the Calendar of Events.** Bidders submitting RFIs requesting substitutions of “or equal” Equipment should include the line number, description, and manufacturer and model no. listed on the Bid Documents, and the manufacturer and model no. of the proposed “or equal” Equipment. Descriptive technical literature fully describing the claimed “or equal” Equipment (manufacturer’s specifications and a picture of the specific item), marked with the appropriate bid item number should be provided. Suitability and valuation of “equals” rest in the sole discretion of the District. Requests for substitution received after the timeframe stated for Requests for Information (RFI's) deadline (noted on the Calendar of Events) will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum posted to the District website and issued to all Bidders of record. It is the Bidder’s responsibility to monitor the District website for changes, updates, revisions and/or uploaded documents.
- B.) **CATALOG DISCOUNT.** For proposed Catalog Discount Work and Equipment, Bidders should list all manufacturers available in the column denoted “Brands/Manufacturers” on the Bid Form Pricing Sheet. Bidders are not required to offer

Equipment from all manufacturers listed in the description. Bidders may propose additional “or equal” manufacturers. Suitability and valuation of “equals” rest in the sole discretion of the District.

- C.) **AFTER AWARD.** After Award the successful Bidder (“Contractor”) may delete Equipment removed from the market by the manufacturer or and/or add Equipment introduced to the market by the manufacturer under the following conditions:
- a. Deleted Equipment has been discontinued and are no longer available from the manufacturer;
  - b. Added equipment is a direct replacement for original Equipment listed in the bid, Contractor’s bid, the resulting Agreement and/or any Purchase Agreements;
  - c. Contractor has obtained prior written District Board approval; and
  - d. Contractor receives an executed Amendment to the Agreement and/or a revised purchase order.

It is understood and agreed to by the Bidder that the District reserves the right to reject any such proposed substitution. If the “or equal” Equipment or Work offered as a substitution by the Bidder is not acceptable, in the sole opinion of the District, and an Addendum with the proposed “or equal” item(s) is not issued, then the Bidder expressly understands and agrees that Bidder shall furnish the Equipment or Work specified by the District in the Bid Documents. The District is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the Bidder. The District shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the District shall be final and conclusive.

In the event successful Bidder furnishes material, process, service or equipment other than what was specified in the Bid Documents and Bidder’s bid and which has been accepted by the District and which later is defective, then Bidder at its sole cost and expense shall furnish the District specified Equipment or Work or fully replace with new, the defective material process, service or equipment, at District’s discretion.

In the event Bidder furnishes material, process service, or equipment more expensive than specified in the Bid Documents and Bidder’s bid, the difference in cost of such material, process, service, or equipment so furnished shall be borne by Bidder. Any engineering, design fees, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by Bidder. Any difference in cost between an approved substitution which is lower in cost than the originally specified Equipment or Work shall be refunded or credited by Bidder to District.

20. Sample Equipment for Evaluation. Samples of Equipment may be required for evaluation. Samples will be delivered to the District and returned to the Bidder at the Bidder’s expense. Bidders are hereby notified to have samples ready for prompt evaluation if requested within five (5) calendar days of bid opening. Samples which cannot be provided in that time may not be considered for award.

21. Deviations from Bid Terms and Conditions. Deviations from any bid term or condition shall cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that Bidder is bidding as specified in Bid Documents.

22. Warranty/Quality. Bidder shall guarantee that the Equipment shall perform against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

23. Sales Tax. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District.

24. Delivery. Destination will be designated within the boundaries of the Irvine Unified School District. Actual delivery dates should be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the awarded Bidder(s) shall keep sufficient stock of Equipment and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders. **Bid all items F.O.B., Irvine Unified School District** or as directed by the purchase order of said District.

25. Contract Performance. The Equipment in this bid and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by the Irvine Unified School District, and shall be delivered F.O.B. Irvine Unified School District or as directed by the purchase order(s) of said District in the quantities specified on the purchase order(s). Purchase orders will be issued a reasonable time in advance of date of delivery. All Equipment furnished shall be subject to inspection and rejection by Irvine Unified School District for defects or non-compliance with the specifications. The cost of inspection and/or return shipping for Equipment which do not meet the specifications will be borne by the Contractor.

Unless otherwise specified, if any Equipment is not delivered within sixty (60) days following issuance of a purchase order, or if any Contractor delivers any Equipment which does not conform to the specifications, the District may, at its option, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider in accordance with law for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.

26. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

27. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

28. Tobacco-Free Policy. The successful Bidder shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.

29. Criminal Records Check. The successful Bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the Criminal Records Check Certification.

30. Piggyback Clause. For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the Bidder, other public agencies within the counties of the State of California may procure identical Equipment, excluding services, off this bid under the same terms and conditions and at the same percentage discount, pursuant to sections 20118 (K-12 school Districts) and 20652 (Community College) of the Public Contract Code.

The Irvine Unified School District waives its right to require such other Districts and offices to draw their warrants in the favor of the District as provided in said Code section. Public agencies who elect to piggyback on this Bid and the resulting Agreement shall process their purchase orders and warrants directly to the successful Bidder upon agreement by the District and the successful Bidder.

Acceptance or rejection of this clause will not affect the outcome of this bid.

31. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of Bid Documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the Bid Documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protests will be handled by a panel comprised of District staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting Bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

32. References. Bidders shall list a minimum of four (4) references where Bidder has successfully provided the similar type (s) of Equipment and Work to another large school District or large corporation at the similar size and scope as Irvine Unified School District. All references shall include full district/ firm name, address, phone number, management contact, and description of equipment provided and work completed. District reserves the right to contact all references even if Bidder has provided the same type of equipment and/or work for District in the past. Failure by Bidder to provide references with its bid submittal may result in rejection of bid by District. The District reserves the right to obtain from any or all sources, information

concerning Bidder which the District deems pertinent and to consider such information in evaluating the Bidder's bid.

33. Public Information. All Equipment received by the District in response to this bid shall be made available to the public. If any part of a Bidders bid and/or supporting documentation and/or samples is proprietary or confidential, the Bidder must identify and so state, and be submitted separate of the Bid Response Documents. Any Bidder information used to aid in bid selection must not be restricted from the public.

34. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder and/or its principals are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Irvine Unified School District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the Bidder may be declared as nonresponsive.

35. Right to Negotiate Better Prices in the Best Interest of the District. The unit prices set forth by Bidder in the Bid Form Pricing Sheet are intended to give the District flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner. The District wishes to take advantage of volume discounts for orders of large quantities of Equipment and Work, etc. For this reason, the District retains the right to negotiate prices below the unit bid prices listed, and/or to have certain costs waived, if it is mutually agreeable to the Bidder and District, for any particular projects to be initiated within the overall contract.

36. Small Project Applicability. Public Contract Code allows purchase orders to be issued without public bidding for purchases with a cost below \$92,600.00 for the year 2019, to be indexed each calendar year. To get the best overall prices, and to save on "hidden" administrative processing costs, the District may not use (at their sole discretion) the unit price contracting method utilization in this bid process to complete small Projects, below this limit. Lump sum proposals may be accepted for Projects below this cost threshold.



**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:** (\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_) \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**WEBSITE FOR ONLINE CATALOG:** \_\_\_\_\_

**BID FORM AND REQUIRED DOCUMENTS ATTACHED HERETO**

FOR

**BID NO. 19/20-01 IT,**

**TECHNOLOGY EQUIPMENT AND PERIPHERALS**

FOR

**IRVINE UNIFIED SCHOOL DISTRICT  
5050 BARRANCA PARKWAY  
IRVINE, CA 92604**



**BID FORM**

**Bidder Name:** \_\_\_\_\_

**To: Irvine Unified School District, acting by and through the Governing Board herein, called the “District.”**

1. The undersigned Bidder, having become familiarized with all the following documents including, but not limited to, the Notice Calling for Bids, Calendar of Events, Bid Form, Bid Form Pricing Sheet, Information for Bidders, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer’s letter(s) authorizing Bidder to sell, Tobacco Use Policy, Workers’ Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Technical Specifications and Requirements, General Conditions, Sample Agreement, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the Project and cost of the Project at the place where the Equipment is to be provided and Work is to be performed, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the Project, including all Equipment, Work and all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, utility, transportation services, shipping, assembly, installation, implementation, software licensing, maintenance, raining, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products necessary to provide Equipment and perform the Work in a good workmanlike manner required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the Work, in connection with the following:

**Bid No. 19/20-01 IT Technology Equipment and Peripherals**

All in strict conformity with the Bid Documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, on file at the Purchasing Dept. of the Irvine Unified School District for the sums as set forth in the Bid Form Pricing Sheet. The Bidder agrees to provide each item listed under the attached Bid Form Pricing Sheet for the prices indicated. The quantity on which to indicate each price shall be one unit unless specifically noted otherwise. Bidders may expand the provided Bid Form Pricing Sheet and create pricing tiers based on different quantities. All quantities shall be based on annual purchases by District within one calendar year.

Each individual bid term shall be determined from reviewing all portions of the Bid Documents, and shall include all items necessary to complete the Project, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Equipment, and the furnishing of tools, equipment, supplies, facilities,

labor, and supervision, required to perform and complete the Project, all as per the requirements of the Bid Documents, whether or now expressly listed or designated.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that its bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is through December 31, 2021. Term of the Agreement may be extended upon mutual consent of District and successful Bidder(s) for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, emailed, faxed, or delivered to the Bidder, the Bidder will execute and deliver to the Irvine Unified School District the Agreement within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the District, and will also furnish and deliver to the Irvine Unified School District certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification, W-9, Technical Specification and Requirements, and the Criminal Records Check Certification, within five (5) working days of the notice of award of the contract.

5. Communication conveying notice of award of the contract, requests for additional information, or other correspondence should be addressed to the Bidder stated below.

6. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. Name(s) of primary contact(s) who will service this contract/account.

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. How many years of experience has Bidder had providing schools with technology equipment similar to that included in the scope of this Project?

\_\_\_\_\_

9. Has Bidder or any of its principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a similar public project during the past three (3) years? Response must include information pertaining to principal's association outside of the firm bidding this Project.

Yes       No

If Yes, provide name of public agency and details of the dispute: \_\_\_\_\_

\_\_\_\_\_

10. The Bidder hereby warrants that the Bidder has all appropriate licenses and permits to provide the Equipment and perform the Work as specified in the Bid Documents and that such licenses and permits will be in force and effect throughout the duration of performance of any awarded contract. Bidder shall be nonresponsive if the Bidder is does not hold required licenses and permits.

11. The Bidder, whether manufacturer, supplier, distributor, reseller, or retailer, hereby certifies that the Equipment offered under this bid have been placed in regular commercial use and that adequate spare parts exist in the marketplace for the items sold.

12. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

13. The Bidder hereby certifies that it is, and at all times during the performance of Work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

14. It is understood and agreed that if requested by the District, the Bidder shall furnish a notarized financial statement, references, and other information required by the District that is sufficiently comprehensive to permit an appraisal of Bidder's ability to provide the Equipment and perform the Work.

15. **Time is of the essence.**

16. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the Bidder automatically nonresponsive.

17. Failure to complete the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certificate of Primary Participant Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Restriction on Lobbying, Piggyback Clause, and submit Manufacturer's letter(s) authorizing Bidder to sell in their entirety will render a Bidder nonresponsive.

18. **Bid prices are to include shipping, F.O.B. Irvine Unified School District, or as directed by the purchase order of said District, assembly, inside delivery, and any required installation.**

19. All prices on the Bid Form Pricing Sheet shall be incorporated herein as if fully set forth.

20. List of References. Please provide references of school districts and/or any public agencies that Bidder has contracted with to provide technology equipment and peripherals as required under Information for Bidders Section 32.

1. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

3. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

4. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_



\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

5. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

**Bid No. 19/20-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS**

**BID FORM PRICING SHEET**

**Name of Bidder:** \_\_\_\_\_

**Website of Online Catalog:** \_\_\_\_\_

All items shall be complete including applicable delivery, installation, and miscellaneous costs, but do not include California sales taxes in the quoted prices. Bidders must complete all items, or the bid submitted may be declared non-responsive. Note: This is NOT AN ORDER. If a Bidder will not bid on an item, it should write "No Bid" under the unit price.

Whenever any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "**or equal**", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, *subject to District approval*.

Should the Bidder wish to request prior to bid opening, any substitution for the materials, process, Work or Equipment **specified in the Short List**, the Bidder shall submit a written request to the District *within the timeframe stated for Requests for Information (RFI's)*, in accordance with Information for Bidders Sections 9 and 19. Bidders submitting RFIs requesting substitutions of "or equal" products should include the line number, description, and manufacturer and model no. listed on the original Bid Documents, and the manufacturer and model no. of the proposed "or equal" product. Descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District.

For proposed **Catalog Discount Work and Equipment**, Bidders should list all manufacturers available in the column denoted "Brands/Manufacturers". Bidders are not required to offer Equipment from all manufacturers listed in the description. Bidders may propose additional "or equal" manufacturers. Suitability and valuation of "equals" rest in the sole discretion of the District.

Bid prices are to include all costs associated with the proposed Solution including, but not limited to, shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and

costs of optional services and products. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this solicitation.

**EXAMPLE**

Line #	Description	Manufacturer & Model No.	Est. Qty (annual)	Unit Cost	Discount %	Extended Price Per Unit
1.a.	Example Company Chromebook 11"	Example Company, model no. 1234	1-499	\$250	5%	\$237.50
1.b.	Example Company Chromebook 11"	Example Company, model no. 1234	500-1,999	\$250	7%	\$232.50
1.c.	Example Company Chromebook 11"	Example Company, model no. 1234	2,000 - 4,999	\$250	10%	\$225.00
1.d.	Example Company Chromebook 11"	Example Company, model no. 1234	5,000+	\$250	13%	\$217.50

**Short List Bid Items**

Line #	Description	Manufacturer & Model No.	Est. Qty (annual)	Unit Cost	Discount %	Extended Price Per Unit
1	HP Chromebook 11 G7 11.6"	6QY22UT#ABA	1			
2	Google Chrome Management Console License - Education	CROSSWDISEDU	1			
3	AVerCharge C36i+ Cart	CHRG36i+	1			
4	HP Laserjet Pro M404n	HP, W1A52A#BGJ	1			
5	HP Color LaserJet Enterprise M553n	HP, B5L24A#BGJ	1			
6	Cisco Catalyst 4500 Switch L3	WS-C4500X-16SFP+	1			

7	Cisco Catalyst 2960X Switch L2	WS-C2960X-48FPD-L	1			
8	Cisco Catalyst 3850 L2	WS-C3850-12X48U-L	1			
9	HP/Aruba Indoor Access Point AP-335	HPE, JW825A	1			
10	HP/Aruba Outdoor Access Point AP-375	HPE, JZ173A	1			
11	HP/Aruba AP/PEF/RFP license	HPE, JW619AAE	1			
12	Schneider Electric UPS 6KVA	SURTD6000RMXLP3U	1			
13	Epson PowerLite 975w	V11H835020	1			
14	Epson PowerLite 685w	V11H744520	1			
15	Epson ELPLP64 projector lamp	V13H010L64	1			
16	Aver CP3 75" Interactive Display	CP3-75i	1			
17	Samsung QB-R 65" Digital Signage Display	QB65R	1			
18	AVER F70W Wireless Doc Cam	VSIONF70W	1			
19	Lightspeed Topcat Access Speaker System	TCA-FF-M	1			
20	Installation Service - Lightspeed Topcat Access	N/A	1			
21	AtlasIED PoE+ Indoor Wall Mount Loudspeaker	IP-SDM	1			
22	Installation Service - AtlasIED Loudspeaker	N/A	1			

**Catalog Discount:**



Bidders may respond to line items with one catalog discount percentage for all brands/manufacturers. Catalog discounts will be based on Manufacturer's Suggested Retail Price as listed in manufacturer's or Bidder's online catalog. Bidders may include an attachment include additional brands/manufacturers offered.

**EXAMPLE**

	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
		YES	NO		
1.	Chromebooks, Brands may include, but are not limited to: Brand A, Brand B & Brand C.	X		Brand A, Brand C, Brand D	_____20_____ % Catalog Discount

**General Hardware Catalog Type Items**

	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
		YES	NO		
23	Brand name items from computer hardware manufacturers. Brands may include, but are not limited to: Acer, Dell, HP, Lenovo, Microsoft, Toshiba, and any other Intel or AMD based computers and systems.				_____ % Catalog Discount
24	Computer and tablet peripherals, components, upgrades, accessories, and related equipment including all manufacturers' "optional" products and warranties. Including all manufacturers available to the Bidder.				_____ % Catalog Discount
25	Device storage and/or charging solutions. Brands may include, but are not limited to: Anywhere, Aver, Bretford, LocknCharge, Tripp Lite.				_____ % Catalog Discount
26	Digital cameras, lenses, lighting, microphones, drones, and related photography/videography peripherals, software, and accessories. Brands may include, but are not limited to: Canon, DJI, Panasonic, Sony.				_____ % Catalog Discount



34	Network security appliances and software including layer 7 Firewall, Content Filtering, log management (SEIM), Intrusion Defense and Prevention System (IDS, IPS), endpoint protection, SPAM and phishing protection. Brands may include, but are not limited to: iBoss, Palo Alto, Cisco, HP, Sonicwall, Symantec, CrowdStrike, Microsoft, Barracuda, Agari, Avanan.				_____ % Catalog Discount
35	Uninterruptible Power Supply (UPS). Brands may include, but are not limited to: Schneider Electric, APC, Tripp Lite				_____ % Catalog Discount
36	Safety systems which may include: networked surveillance, access control, and emergency alert systems, cameras, servers, software, and peripherals. Brands may include, but are not limited to: Axis, Avigilon, Cisco, Panasonic, and Entre.				_____ % Catalog Discount
37	Public Address and Clock/Bell/Loudspeaker systems. Brands may include, but are not limited to: Atlas, Bogen, Cisco, Ducane.				_____ % Catalog Discount

**General Software Catalog Type Items**

Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
	YES	NO		
Major software publisher programs including licensing with media option or full packaged products. Academic discounts must be applied when available. Major software publishers may include, but are not limited to: Adobe, Google, and Microsoft.				_____ % Catalog Discount

**Audio Visual Catalog Type Items**

Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
	YES	NO		
Projectors, lamps, mounts, and accessories. Brands may include, but are not limited to: Acer, BenQ, Epson, Optoma, Viewsonic.				_____ % Catalog Discount
Interactive displays, mounts, carts, and accessories. Brands may include, but are not limited to: Aver, Promethean, Samsung, Smart Technologies, Viewsonic.				_____ % Catalog Discount

41	Large format displays, mounts, carts and accessories. Brands may include, but are not limited to: LG, NEC, Panasonic, Samsung, Sharp, Bretford, Conen, Peerless, Tripp Lite.				Catalog Discount _____%
42	Document cameras and accessories. Brands may include, but are not limited to: Aver, Elmo, Epson, Hovercam, IPEVO.				Catalog Discount _____%
43	Integrated audio visual systems. Brands may include, but are not limited to: Extron, Crestron, Lightspeed, and FrontRow.				Catalog Discount _____%
44	Audio visual equipment including, but not limited to: microphones, speakers, sound boards, presenter equipment and accessories, and theater management tools from any manufacturer available to Bidder.				Catalog Discount _____%
<b>Services</b>					
45	Configuration Services, including but not limited to: asset tagging, etching, memory or other component installations, imaging, software installation, or any other Configuration Lab type services.				Catalog Discount _____%
46	Engineering Services, including but not limited to: assessment, design, configuration, implementation, or diagnostic troubleshooting of wired or wireless networking, physical or virtual servers, Storage Area Network (SAN), backup or disaster-recovery solutions. Engineers preferred to be-experienced with: Cisco, Dell EMC, HP, NetApp, VMWare, Microsoft, and must be manufacturer certified.				Catalog Discount _____%
47	Audio Visual Installation Services, including but not limited to: projector/display mounting, low voltage cabling, speaker installation.				Catalog Discount _____%

\* Pricing and discounts reflected are a minimum discount, and additional discounts may be agreed upon by Bidder and District, depending on brands/manufacturers offered, volume purchases, and other promotions.

**Company Name:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**The undersigned hereby declares that all of the representatives of this bid are made under penalty of perjury under the laws of the State of California.**

**Individual** Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

\*\*\*\*\*

**Partnership** Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

**Corporation** Name: \_\_\_\_\_  
 (a \_\_\_\_\_ Corporation)  
 Business Address: \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Signature: \_\_\_\_\_, President Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_, President Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_, Secretary Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_, Secretary Date: \_\_\_\_\_

A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

\*\*\*\*\*

**Joint Venture** Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

\*\*\*\*\*  
**Other Parties to Joint Venture**

***If an individual*** Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Doing Business as: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

***If a Partnership*** Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

***If a Corporation*** Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

(Public Contract Cod Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS**

The \_\_\_\_\_  
Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT \_\_\_\_\_  
Firm name/principal

**CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.**

\_\_\_\_\_  
Signature and Title of Authorized Official

**CERTIFICATE OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf (name of offeror) of \_\_\_\_\_ that:

(Firm Name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

**PIGGYBACK CLAUSE**

1. **Public Contract Code 20118.** Pursuant to Public Contract Code sections 20118 and 20652 (Community Colleges) Irvine Unified School District authorizes all other eligible public entities to piggyback on this bid, except for services. The responding Bidder authorizes this piggyback by signing below. Instead of listing all agencies and districts individually the Irvine Unified School District intentionally names all eligible public entities in total. The District further waives its right to have warrants issued in its favor.
  
2. **Participation.** Bidder agrees to extend the terms of the resulting contract to other public entities. Such participating government bodies shall make purchases in their own name, make payment directly to the Bidder, and be liable directly to the Bidder, holding Irvine Unified School District harmless.
  
3. Acceptance or rejection of this clause will not affect the outcome of this Bid.

- Yes, Piggyback Option Granted
  
- No, Piggyback Option Not Granted

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_



**MANUFACTURER'S LETTER(S) AUTHORIZING BIDDER TO SELL**

### SAMPLE AGREEMENT

THIS AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as “District”), and \_\_\_\_\_, (successful Bidder, hereinafter referred to as “Contractor”).

The District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to comply with all the terms and conditions set forth in the Bid Documents for **Bid No. 19/20-01 IT, Technology Equipment and Peripherals**, including but not limited to the Notice Calling for Bid, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restrictions on Lobbying, Piggyback Clause, Manufacturer’s letter(s) authorizing Bidder to sell, Tobacco Use Policy, Worker’s Compensation Certificate, Drug-Free Workplace Certification, Notice Regarding Criminal Records Check, Criminal Records Check Certification, W-9, Insurance Certificates and Endorsements, Technical Specifications and Requirements, General Conditions, this Sample Agreement, and all modifications, addenda and amendments thereto by this reference incorporated herein (Bid Documents). The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Contractor shall timely perform everything required to be provided and performed, and shall provide, furnish and pay for all the shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, labor, materials, supplies, tools, equipment, utility, transportation services, and costs of optional services and products services required pursuant to this Agreement. All of said Work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet for each individual Project/purchase order activated under this unit price agreement, unless otherwise agreed in writing, in accordance with sections 35 and 36 of the Information for Bidders included in Irvine Unified School District Bid No. 19/20-01 IT. The cost shall be documented in the purchase order for each order of Equipment.

4. The initial term of the Agreement is through December 31, 2021. Term of the Agreement may be extended upon mutual consent of District and Contractor(s) for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code

section 17596 (K-12). The maximum term of the Agreement is five (5) years.

5. **Time is of the essence.**

6. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all Work under this Agreement by providing Contractor thirty (30) days prior written notice of termination, Contractor shall:

- (i) Cease operations as it applies to the District in the notice;
- (ii) Take any actions necessary, as the District may direct, for the protection and preservation of the Work; and
- (iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for technology equipment and peripherals (Work and Equipment as defined in RFP No. 19/20-01 IT) satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. The Work shall be commenced on or before the fifth (5<sup>th</sup>) day after receiving each District purchase order and shall be completed within the number of consecutive days (including punchlist items) negotiated between the District and Contractor for each Project activated under this unit price Agreement not to exceed sixty (60) days unless actually agreed upon.

8. The Equipment in this bid and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by the Irvine Unified School District, and shall be delivered F.O.B. Irvine Unified School District or as directed by the purchase order(s) of said District in the quantities specified on the purchase order(s). Purchase orders will be issued a reasonable time in advance of date of delivery. All Equipment furnished shall be subject to inspection and rejection by Irvine Unified School District for defects or non-compliance with the specifications. The cost of inspection and/or return shipping for Equipment which do not meet the specifications will be borne by the Contractor.

Unless otherwise specified, if any Equipment is not delivered within sixty (60) days following issuance of a purchase order, or if any Contractor delivers any Equipment which does not confirm to the specifications, the District may, at its option, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider in accordance with law for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.

9. To the fullest extent permitted by law, the Contractor at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless the District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses,

anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Contractor, either directly or by independent contract, upon or in connection with the Work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the District.

(b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with the Work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

(c) Any act or omission by the Contractor or any of its officers, agents, employees, subcontractors, suppliers, and person performing any of the Work pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to the Work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with: failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders; any misrepresentations, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the Contractor in connection therewith; any breach of duty, obligation or requirement under the Project Documents; any failure to provide notice to any party as required under the Project Documents; any failure to act in such a manner as to protect the District and the Project from loss, cost, expense or liability.

The Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, Governing Boards, its officers, agents or employees, on any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered against the District, Governing Board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents and/or Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Project Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in its sole discretion determine whether such assurances are reasonable.



10. All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective Work and Equipment have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District. All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

11. While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent contractor, and is not an officer, employee or agent of the District.

12. Contractor shall, at Contractor's sole cost and expense, provide for and maintain in full force and effect, from the commencement of providing Equipment and Work until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of Equipment and Work covered under this Agreement. Contractor agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." In addition, Contractor agrees to name District, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Contractor shall provide District with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

a. Contractor shall, at Contractor sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Work.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to in this Agreement shall not in any way limit the liability of the Contractor.

b. No later than ten (10) days from execution of this Agreement by the District and Contractor, and prior to commencing providing Equipment and Work under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

13. If Contractor is a corporation, the undersigned hereby represents and warrants that

the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

14. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

15. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

16. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

17. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.
- (2) If notice is given to Contractor, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.

18. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA.

19. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

20. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the Work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

21. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

22. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Irvine Unified School District  
Board Approval Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's License No. (if applicable)

\_\_\_\_\_  
Tax ID No.  
(Corporate Seal of Contractor,  
if corporation)

TOBACCO USE POLICY

**IRVINE UNIFIED SCHOOL DISTRICT**  
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**WORKER'S COMPENSATION CERTIFICATE**

Labor Code section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public District, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Agreement.)

### DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition

b) Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintain a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.



I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## NOTICE REGARDING CRIMINAL RECORDS CHECK

### **EDUCATION CODE SECTION 45125.1**

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The Contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Contractor shall certify in writing to the governing board of the school District that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK**  
**AB 1610, 1612 and 2102**

To the Governing Board of Irvine Unified School District:

I, \_\_\_\_\_ certify that:  
Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the Work I will be performing for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the Work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**TECHNICAL SPECIFICATIONS AND REQUIREMENTS:**

As technology advances, it is understood that improved or enhanced equipment may supersede existing Equipment in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the awarded Agreement(s), to be included under the general umbrella of compatible product lines and are thus specifically included in these Bid Documents.

As new models are introduced in the future, this bid and the resulting Agreement(s) will allow purchases of those models. The price will be determined by the successful Bidder subtracting the same discount margin percentage to these models, as calculated on current models. Bidder may be required to produce list/price or manufacturer costs.

All sales of computer units must be from authorized dealers only, with proof provided by manufacturer.

The District may purchase (at its discretion) additional units throughout the life of the Agreement at the prices listed in successful Bidder's Bid Form Pricing Sheet, allowing only price increases reflecting original manufacturer's cost increases to the successful Bidder. Documentation may be required to prove price increase from the manufacturer to the successful Bidder.

Purchases by the Irvine Unified School District to the successful Bidder for awarded technology equipment and peripherals shall be in the form of a Purchase Order.

I understand and agree to all conditions listed above.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

W-9 FORM

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

### GENERAL CONDITIONS

1. The purpose of this bid is to purchase technology equipment and peripherals (as needed) for various sites throughout the Irvine Unified School District.
2. ADD/ DELETE LOCATIONS: Irvine Unified School District is a growing District, therefore, the District reserves the right to add or delete locations at its discretion at any time throughout the term of this proposal.
3. NO MAXIMUM OR MINIMUM QUANTITIES: Quantities shown in the Bid Form Pricing Sheet are estimates only and the District does not guarantee that a minimum or maximum amount will be purchased. The District reserves the right to purchase more or less of the units specified at the unit cost bid.

**The District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the Bidder.**

4. TERM OF AGREEMENT: The initial term of the Agreement is through December 31, 2021. Term of the Agreement may be extended upon mutual consent of District and successful Bidder(s) for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.
5. PRICING: Bid prices are to include **shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products.** Quoted prices must stay in effect for the initial term of the Agreement .
6. EQUIPMENT QUOTING REQUIREMENTS: Successful Bidder(s) will be required to include the following information on quotes requested by the District:
  - (a) **Specified items listed on the Bid** must include the Bid Line Item Number for each item quoted.
  - (b) **Non-Specified items listed on Bid** as a catalog percentage discount must include the discount percentage taken off manufacturer's suggested retail price (MSRP) for each category quoted.
7. DELIVERIES: **Tailgating Deliveries will not be accepted.** Delivery shall be made as agreed upon by successful Bidder and District, within sixty (60) days after receipt of a purchase order, unless successful Bidder has made arrangements for a longer delivery period. Twenty-four (24) hour notice shall be given to District representative listed on the purchase order prior to any deliveries. When Equipment is ordered, delivered, assembled, and set in place, all shipping material shall be removed from site by Bidder.

8. PAYMENTS: Payments may be invoiced after actual delivery to the required destination.
9. CATALOG DISCOUNTS: The District requests the option to purchase additional items not individually listed in bid from Bidder's catalog. The District requests that Bidders list a percentage discount on Bidders entire technology equipment and peripherals in addition to the specific models of Equipment that are listed individually in this bid. Please state percent discount to deduct from MSRP at the designated place on the Bid Form Pricing Sheet. The discount will apply to the **current and future** MSRP at the time orders are placed. Bidder may offer different discounts for separate manufacturers of requested catalog categories. Bidder may include additional line items specifying the percentage discount for each manufacturer on the Bid Form Pricing Sheet. Bidders shall include a link to Bidder's online catalog on the Bid Form Pricing Sheet. The published catalog price must be verifiable during the course of each calendar year for the term of the Agreement for audit purposes. All discounted pricing will be subject to the same terms and conditions included in the Bid Documents. Any exceptions to across-the-board discounts off of MSRP should be submitted with Bid Documents.
10. PRICING: The quoted prices shall remain in effect for the initial term of the Agreement after award of bid, and thereafter for any one-year term extension(s). Compensation for all Equipment and Work provided under the terms of this Agreement shall be subject to adjustment annually to compensate for inflation. In the event that Bidder proposes to increase or decrease the rates for the technology equipment and peripherals as specified herein, the Bidder shall provide the District with a written price adjustment proposal on or before **October 15** of each year the Agreement is in force. The basis for such adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI), for Pacific Cities and U.S. City Average, for the period of August 1 through July 31 of the then current year, in the category All Urban Consumers, Los Angeles-Long Beach-Anaheim, as published in the Department of Labor, Bureau of Labor Statistics Publication. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make adjustments as deemed by the District to be reasonable and fair. The adjusted rate shall be effective January 1 every year that the Agreement is in effect. Any such adjustment shall not result in an increase greater than five percent (5%) annually.
11. PRICE ADJUSTMENTS: The District must be notified of any changes in MSRP over the Agreement period within ten (10) days. In the event of a price decline, such lower prices are to be immediately extended to Irvine Unified School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.
12. MANUFACTURER/AUTHORIZED RESELLER DISTRIBUTOR: Bidders must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information. For resellers/distributors, a manufacturer's

letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any Equipment or Work offered by the manufacturer through the Bidder named in the Bid Documents.

13. DISCONTINUED AWARDED LINE ITEMS: Successful Bidder(s) are required to immediately notify the Purchasing Department when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Successful Bidder(s) shall provide substantiating information when requesting consideration of a substitution as an equal.
14. WARRANTIES AND GUARANTEES: Successful Bidder(s) expressly warrant that the Equipment covered in this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.
15. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the bid and any resulting Agreements.
16. NO ASSIGNMENT: The successful Bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.
17. HAZARDOUS MATERIALS/SUBSTANCES: If any Equipment that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substance List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the Equipment presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the Contractor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.
18. FORCE MAJEURE CLAUSE: The parties of the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
19. HOLD HARMLESS/INDEMNIFY: The successful Bidder awarded the agreement will be required to indemnify and hold harmless the District, its Governing Board, officers,





agents, and employees as set forth in the Agreement. Bidder agrees, at its own expense, cost and risk, to indemnify, defend, and hold harmless the District, its Governing Board, officers, agents, and employees against any and all personal injuries, damages, liabilities, cost, suits, or expenses, including reasonable attorney fees, arising out of any act or omission or the condition of any property owned or controlled by the Bidder in the performance of this Agreement.

20. NO WAIVER: No waiver of a breach of any provision of the agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and successful Bidder to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof.
21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in these Bid Documents and resulting Agreement(s) shall be deemed to be inserted herein and the Bid Documents and Agreement(s) shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or not correctly inserted, then upon application of either party the agreement shall forthwith be physically amended to make such insertion or correction.
22. SEVERABILITY: If any provisions of the Bid Documents and/or Agreement(s) shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of these Bid Documents and/or Agreement(s), which shall remain valid and enforceable according to its term.
23. DEFAULT: If successful Bidder fails or neglects to furnish and/or deliver the specified Equipment or Work at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms and conditions of these Bid Documents in their entirety, the District reserves the right to cancel existing orders of Equipment and/or Work affected by such default, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider, in accordance with law, for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.
24. DRIVING ON PREMISES: The successful Bidder's representative driving motor vehicles on the District's school grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., should be immediately reported to the Irvine Unified School District at (949) 936-5000.

**ISSUE:**

Presented to the Board is the American Incorporated Contract for water bottle fill stations in the amount of \$23,080.00. Funds provided through grant from Tri-County Health Care District.

**ACTION:**

Approve or deny the American Incorporated Contract for water bottle fill stations in the amount of \$23,080.00.

**RECOMMENDATION:**

Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Nagle: \_\_\_\_\_ Serpa: \_\_\_\_\_ Lunde: \_\_\_\_\_ Jackson: \_\_\_\_\_ Thomsen: \_\_\_\_\_

1345 N. American St.

Visalia, Ca 93291



www.AMINC.com

(559) 651-1776

## Proposal # 302 Plumbing

January 30, 2020

**PROJECT:** Kingsburg High School  
**ADDRESS:** 1900 18<sup>th</sup> Ave., Kingsburg CA 93631  
**SUBJECT:** Drinking Fountains

COPY

Company: Kingsburg High School  
 Attention: Roger Carender  
 Address: 1900 18<sup>th</sup> Ave.  
 City: Kingsburg, CA 93631  
 Phone: (559) 897-5156  
 Email: [rcarender@icloud.com](mailto:rcarender@icloud.com)

Company: American Incorporated  
 From: Carlos Torrecilla  
 Address: 1345 North American St.  
 City: Visalia, CA 93292  
 Phone: (559) 651-1776  
 Email: [ctorrecilla@aminc.com](mailto:ctorrecilla@aminc.com)

### Mr. Carender,

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Thank you for allowing American Incorporated the opportunity to be of service. Pursuant to your request, we are pleased to provide the following proposal and quotation for your consideration.

### Parts & Scope of Work

---

Included are the following parts and scope of work;

- Provide necessary management and supervision to accommodate the following.
- Provide access accommodations/rentals, tools and consumables required for American Inc. use to complete the following.
- Provide Labor, Materials and Equipment to Demo, Replace/Install New Drinking Fountains.**
  - ✓ **To Library, Wing #40 # Softball Field. Will also add a Bottle Filler to Existing Drinking Fountain.**
  - ✓ **To Oasis Area, a Bi-Level Pedestal With a Bottle Filler Unit, a 4' x 4' Concrete Pad and a Leach Line 10 Feet away From D. Farea**
  - ✓ **Stadium – Replace Existing with Pedestal Drinking Fountain – Same as Oasis Area.**
  - ✓ **Wing #10, Demo Existing Drinking Fountain and Install Single Station With Bottle Filler.**
- Maintain work area(s) clean and free of debris during and after completion of the work.
- American Inc. will comply with all facility safety and GMP policies. Maintain safe and clean work practices, provided training as required for American Inc. employees, following company policies while on-site.
- Consult with customer to schedule work performance during mutually agreed upon time period(s).

-  Mobilize and setup American Inc. presence at the jobsite to accommodate the following with qualified American Inc. Service Technician(s).

## Price

---

*In accordance with the work described above, we offer the following price:*

**\$ 23,080.00**

*Please note that this price is based upon the acceptance of a mutually agreeable contract and project schedule. Should you have any questions regarding this quotation, please do not hesitate to contact me at (559) 651-1776 or via email at [ctorrecilla@aminc.com](mailto:ctorrecilla@aminc.com)*

## Cost Breakdown

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Material .....	\$	14,330.00
Labor .....	\$	8,750.00

## Payment Terms

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The following payment terms are being requested:

100% Upon completion

*Late Payments will incur a 2% per month service charge.*









## Inclusions & General Notes

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-  All work shall be performed in a professional and workman-like manner.
-  All contractors are to be licensed by the Contractors State License Board in the State of California for their respective trades, and shall maintain proper insurance and furnish copies of Certificates to Owner upon request.
-  In the case of any alteration, deviation from or in addition to, the above specifications a written change order is to be executed to the satisfaction of all parties involved.
-  **This project is being bid at Prevailing Wage Rates.**
-  This agreement is contingent upon strikes, accidents, or delays beyond our control. Owner will carry fire, tornado, and other necessary insurance. Our workers are fully covered by worker's compensation insurance.

## Exclusions

---

-  Considering this document and any billing/invoices as part of another job/project or existing PO.
-  Overtime, double-time, holiday labor.
-  Plan checking, permits, inspections and/or fees.
-  Additional work if determined by the building department or any other agency.
-  Additional City, County, State and/or Federal assessments and requirements.
-  PSM, RMP and compliance work and materials not specifically detailed as provided within this document.
-  Trash disposal and/or removal. All trash to be placed in existing job site trash receptacles.
-  Nothing is included that was not described within the document.

## Acceptance

---

We trust that we have supplied you a thoroughly detailed proposal and quotation for your consideration.

As you evaluate our proposal, we would like you to keep in mind that American Incorporated enjoys the highest customer satisfaction in the industry since 1973. Our enviable track record is the result of ensuring that the systems we engineer, design, install and service for each of our customers meets the demolition, general construction, air management, refrigeration, mechanical, utility, plumbing, controls, automation, energy management, reporting and other needs unique to it.

We are confident that Kingsburg High School will be pleased with the choice of American Incorporated as its preferred vendor on this project, and all projects that follow.

Thank you again for allowing American Incorporated to be of service. If you have any questions or concerns regarding this proposal, please do not hesitate to contact us, as we would be happy to clarify and/or elaborate on any topic or issue, revisions or addenda as necessary.

### Approval

---

Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO # \_\_\_\_\_

### Proposal # 302 Plumbing

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Company: American Incorporated  
Name: Carlos Torrecilla  
Group: Plumbing Service  
Date: January 30, 2020

**ISSUE:**

Presented to the Board is the AMS.NET Contract for vape detectors in the amount of \$12,895.72. Funds provided through grant from Tri-County Health Care District

**ACTION:**

Approve or deny the AMS.NET Contract for vape detectors in the amount of \$12,895.72.

**RECOMMENDATION:**

Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Serpa: \_\_\_\_\_ Lunde: \_\_\_\_\_ Jackson: \_\_\_\_\_ Thomsen: \_\_\_\_\_



AMS.NET, Inc.  
 502 Commerce Way, Livermore, CA 94551  
 925-245-6100 • 925-245-6150 Fax  
 www.ams.net

## Customer Price Quote

### Customer

Kingsburg Joint Union High School District  
 1900 18th Ave  
 Kingsburg CA, 93631-1629 US  
 ATTN: Ben Lane

COPY

<b>Quote #</b>	<b>#Q-00041189</b>
<b>Project #</b>	91302
<b>Modified</b>	1/29/2020
<b>Account Mgr.</b>	Drew Ekizian
<b>AM Phone</b>	(559) 547-2866
<b>AM Email</b>	dekizian@ams.net
<b>Inside Account Mgr.</b>	Ken Falconitin
<b>IAM Phone</b>	(925) 245-6119
<b>IAM Email</b>	kfalconitin@ams.net
<b>Quote Exp.</b>	4/21/2020

### Ship To

Kingsburg Joint Union High School District  
 1900 18th Avenue  
 Kingsburg, CA 93631  
 ATTN: Ben Lane

### Quote Description

HS - Halo Vape Detection

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Vape Detection Sensors					
1	<b>HALO-V2.00</b> HALO IOT SMART SENSOR ACCS	IPVIDEO	11.00	\$995.00	\$10,945.00
2	<b>HALO-SMADAPT</b> HALO SURFACE MOUNT ADAP MNT	IPVIDEO	11.00	\$77.15	\$848.65
AMS FREIGHT					
3	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$40.00	\$40.00

### Order Summary

<b>Subtotal</b>	\$11,833.65
<b>Adjustment</b>	\$0.00
<b>Estimated Taxes</b>	\$1,062.07
<b>Total</b>	<b>\$12,895.72</b>

## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.
7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net). A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)
8. The laws of the State of California will apply to this sale.
9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.
10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.  
  
Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.
11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your





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Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

**ISSUE:**

Presented to the Board is the Kingsburg Joint Union High School District 2020-2021 Distance Learning Calendar.

**ACTION:**

Approve or deny the Kingsburg Joint Union High School District Distance Learning Calendar.

**RECOMMENDATION:**

Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Nagle: \_\_\_\_\_ Serpa: \_\_\_\_\_ Lunde: \_\_\_\_\_ Jackson: \_\_\_\_\_ Thomsen: \_\_\_\_\_

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
2020-21 SCHOOL CALENDAR  
DISTANCE LEARNING CALENDAR  
(Subject to change based on instructional model)**

School + Month	Duty Days	M	T	W	Th	F	Teaching Days
August	12					14 I	11 Inservice: Aug. 14 Opening Day: Aug. 17 Minimum Day: Aug. 21, 24
		17 O	18 E	19 O	20 E	21 O-M	
		24 E-M	25 O	26 E	27 O	28 E	
		31 O					
September	21		1 E	2 O-M	3 E	4 O	21 Labor Day: Sept 7 Minimum Day: Sept. 2, 16
		[7]	8 E	9 O	10 E	11 O	
		14 E	15 O	16 E-M	17 O	18 E	
		21 O	22 E	23 O	24 E	25 O	
October	22				1 O	2 E	22 Minimum Day: Oct. 12, 27 End of 1 <sup>st</sup> Quarter: Oct. 15
		5 O	6 E	7 O	8 E	9 O	
		12 E-M	13 O	14 E	15 O	16 E	
		19 O	20 E	21 O	22 E	23 O	
November	15	26 E	27 O-M	28 E	29 O	30 E	15 Minimum Day: Nov. 9, 30 Veterans Day: Nov. 11 Thanksgiving Holiday: Nov. 23-27
		2 O	3 E	4 O	5 E	6 O	
		9 E-M	10 O	[11]	12 E	13 O	
		16 E	17 O	18 E	19 O	20 E	
December	13	(23)	(24)	(25)	[26]	[27]	13 Minimum Day: Dec. 14 End of 1 <sup>st</sup> Semester: Dec. 17 Christmas Holiday: Dec. 18 – Jan. 1
		30 O-M					
		7 E	8 O	9 E	10 O	11 E	
		14 A-M	15 F	16 F	17 F	(18)	
		(21)	(22)	(23)	[24]	[25]	
		(28)	(29)	(30)	(31)		

( ) Local Holiday  
[ ] Legal Holiday

E = Even Schedule (2, 4, 6)  
O = Odd Schedule (1, 3, 5)  
F = Finals Schedule  
A = All Classes

M = Minimum Day (No PM Blocks)

Revised: August 6, 2020

- Distance Learning Calendar subject to change based on instructional model.
- Minimum days subject to change based on teacher and student needs.
- Students still required to work in the afternoon of minimum days but will not have access to their teacher.
- Rigorous courses (AP, Honors, etc.) may still hold classes in the afternoon of minimum days.

**ISSUE:**

Presented to the Board is the CSBA Gamut Policy Conversion Check List. District is migrating to a new software platform for maintaining our district policies. In order to complete the conversion, policies no longer valid due to law changes or potential number sequence changes and updates, need to be adopted as outlined in the CSBA Exception Report Checklist. The following two policies are additional updates that are considered now to be a first reading, and waive the second reading, in order to adopt the full checklist as described:

**BP AR 1312.1 Complaints Concerning District Employees**

**BP 3470 Debt Issuance and Management**

**ACTION:**

Approve or deny the CSBA Gamut Policy Conversion Checklist with adoption of BP AR 1312.1 and BP 3470.

**RECOMMENDATION:**

Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Nagle: \_\_\_\_\_ Serpa: \_\_\_\_\_ Lunde: \_\_\_\_\_ Jackson: \_\_\_\_\_ Thomsen: \_\_\_\_\_

**CSBA EXCEPTION REPORT CHECKLIST**

**Please return this checklist with selections and applicable Board approval date within 45 days of receiving this email.**

CSBA Consultant: Alex Zucco (916) 669-3371 [AZucco@csba.org](mailto:AZucco@csba.org)

District Name: Kingsburg Joint Union HSD  
 Contact Phone: (559) 897-7721

District Contact: Shari Jensen  
 Contact Email: [SJensen@kingsburghigh.com](mailto:SJensen@kingsburghigh.com)

The following policies need to be reviewed before your district’s policy manual can go live on the new GAMUT Policy Plus site. Please review these policies and indicate

POLICY CODE	DISTRICT TITLE	REASON	REQUESTED ACTION	DISTRICT APPROVAL	ADOPT DATE
BP 0520.2	Title I Program Improvement Schools	Policy Code not found in the Policy Codification. Policy deleted 10/17 as the federal program improvement requirements have been replaced by a new system of comprehensive and targeted improvement established by the Every Student Succeeds Act.	Delete Policy	✓ Yes <input type="checkbox"/> No	
AR 0520.2	Title I Program Improvement Schools	Regulation Code not found in the Regulation Codification. Regulation deleted 10/17 as the federal program improvement requirements have been replaced by a new system of comprehensive and targeted improvement established by the Every Student Succeeds Act.	Delete AR	✓ Yes <input type="checkbox"/> No	
BP 0520.3	Title I Program Improvement Districts	Policy Code not found in the Policy Codification. Policy deleted 10/17 as the federal program improvement requirements have been replaced by a new system of comprehensive and targeted improvement established by the Every Student Succeeds Act.	Delete Policy	✓ Yes <input type="checkbox"/> No	

## CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – July 2020

District Name: Kingsburg Joint Union High School District

POLICY CODE	DISTRICT TITLE	REASON	REQUESTED ACTION	DISTRICT APPROVAL	ADOPT DATE
AR 0520.3	Title I Program Improvement Districts	Regulation Code not found in the Regulation Codification. Regulation deleted 7/16 (and policy deleted 10/17) as the federal program improvement requirements have been replaced by a new system of comprehensive and targeted improvement established by the Every Student Succeeds Act.	Delete AR	✓Yes <input type="checkbox"/> No	
BP 1312	Complaints Concerning The Schools	Policy Code not found in the Policy Codification. Policy deleted 3/06 as no longer necessary, as details provided in 1312.1 - Complaints Concerning District Employees, 1312.2 - Complaints Concerning Instructional Materials, 1312.3 - Uniform Complaint Procedures, and 1312.4 - Williams Uniform Compliant Procedures.	Delete Policy BP1312 AND Adopt BP AR 1312.1 Attached.	✓Yes <input type="checkbox"/> No	
BP 2220	Administrative Staff Organization	Policy Code not found in the Policy Codification. Policy deleted 7/07 as it was renumbered and reissued as 4301 - Administrative Staff Organization.	Delete Policy	✓Yes <input type="checkbox"/> No	
BP 3111	Deferred Maintenance Funds	Policy Code not found in the Policy Codification. Policy deleted 12/13 as law containing requirements pertaining to deferred maintenance categorical funds repealed, and funds redirected into LCFF.	Delete Policy	✓Yes <input type="checkbox"/> No	

**CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – July 2020**

District Name: Kingsburg Joint Union High School District

POLICY CODE	DISTRICT TITLE	REASON	REQUESTED ACTION	DISTRICT APPROVAL	ADOPT DATE
BP 3315	Relations With Vendors	Policy Code not found in the Policy Codification. Policy deleted 7/06 as unnecessary. Material regarding acceptance of gifts and reporting of gifts received from vendors found in BB 9270 - Conflict Of Interest.	Delete Policy	✓ Yes <input type="checkbox"/> No	
BP 3461	Debt Management	Policy Code not found in the Policy Codification. This policy is unique to the district and does not exist in the CSBA policy manual. Similar content may be found in 3470 - Debt Issuance And Management.	Delete Policy BP 3461 AND Adopt BP3470 Attached	✓ Yes <input type="checkbox"/> No	
AR 4031	Complaints Concerning Discrimination In Employment	Regulation Code not found in the Regulation Codification. Regulation deleted 12/15 and complaint procedures incorporated into AR 4030 - Nondiscrimination In Employment.	Delete AR	✓ Yes <input type="checkbox"/> No	
BP 4112.24	Teacher Qualifications Under The No Child Left Behind Act	Policy Code not found in the Policy Codification. Policy deleted 5/16 since federal law P.L. 114-95 repealed requirements that teachers meet criteria of "highly qualified" teachers, as defined.	Delete Policy	✓ Yes <input type="checkbox"/> No	
AR 4112.24	Teacher Qualifications Under The No Child Left Behind Act	Regulation Code not found in the Regulation Codification. Regulation deleted 5/16 since federal law P.L. 114-95 repealed requirements that teacher's meet criteria of "highly qualified" teachers, as defined.	Delete AR	✓ Yes <input type="checkbox"/> No	

## CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – July 2020

District Name: Kingsburg Joint Union High School District

POLICY CODE	DISTRICT TITLE	REASON	REQUESTED ACTION	DISTRICT APPROVAL	ADOPT DATE
BP 4131.5	Professional Growth	Policy Code not found in the Policy Codification. Policy deleted 11/06 due to repeal of 150 hour individualized professional growth program as a condition of credential renewal, with relevant optional language incorporated in AR 4131 - Staff Development.	Delete AR	✓Yes <input type="checkbox"/> No	
BP 4137	Tutoring	Policy Code not found in the Policy Codification. Policy deleted 7/08 as unnecessary as material incorporated into 4136/4236/4336 - Nonschool Employment.	Delete Policy	✓Yes <input type="checkbox"/> No	
BP 4219.2	Employment Responsibilities	Policy Code not found in the Policy Codification. This policy is unique to the district and does not exist in the CSBA policy manual.	Deleted Policy	✓Yes <input type="checkbox"/> No	
BP 4313.1	Load/Scheduling/Hours Of Employment	Policy Code not found in the Policy Codification. Policy deleted 11/06 as unnecessary.	Delete Policy	✓Yes <input type="checkbox"/> No	
BP 4313.2	Promotion/Demotion/Re assignment	Policy title mismatch. CSBA title "Demotion/Reassignment"	Retitle Policy	✓Yes <input type="checkbox"/> No	
AR 4313.2	Promotion/Demotion/Re assignment	Regulation title mismatch. CSBA title "Demotion/Reassignment"	Retitle AR	✓Yes <input type="checkbox"/> No	
AR 4317.3	Personnel Reduction	Regulation Code not found in the Regulation Codification. Regulation deleted 3/07 as unnecessary with material regarding seniority rights for certificated administrative personnel moved to AR 4313.2 - Demotion/Reassignment.	Delete AR	✓Yes <input type="checkbox"/> No	



**CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – July 2020**

District Name: Kingsburg Joint Union High School District

POLICY CODE	DISTRICT TITLE	REASON	REQUESTED ACTION	DISTRICT APPROVAL	ADOPT DATE
AR 5111.13	Residency For Homeless Children	Regulation Code not found in the Regulation Codification. Regulation deleted 11/11 and key concepts incorporated in AR 5111.1 - District Residency.	Delete AR	✓Yes <input type="checkbox"/> No	
BP 5124	Communication With Parents/Guardians	Policy Code not found in the Policy Codification. Policy deleted 7/06 as unnecessary. Material regarding communication strategies for parent involvement moved to 6020 - Parent Involvement.	Delete Policy	✓Yes <input type="checkbox"/> No	
BP 5131.4	Campus Disturbances	Policy title mismatch. CSBA title "Student Disturbances"	Retitle Policy	✓Yes <input type="checkbox"/> No	
AR 5131.4	Campus Disturbances	Regulation title mismatch. CSBA title "Student Disturbances:	Retitle AR	✓Yes <input type="checkbox"/> No	
BP 5131.63	Anabolic Steroids	Policy title mismatch. CSBA title "Steroids"	Retitle Policy	✓Yes <input type="checkbox"/> No	
BP 5141.1	Accidents	Policy Code not found in the Policy Codification. Policy deleted 3/05 as unnecessary with language on accidents now located in BP 5141 - Health Care And Emergencies.	Delete Policy	✓Yes <input type="checkbox"/> No	
BP 5141.23	Infectious Disease Prevention	Policy title mismatch. 5141.23 - Infectious Disease Prevention deleted 7/06 with material incorporated into 5141.22 - Infectious Diseases. 5141.23 - Asthma Management added 3/09.	Delete/Update & Add BP 5141	✓Yes <input type="checkbox"/> No	

## CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – July 2020

District Name: Kingsburg Joint Union High School District

POLICY CODE	DISTRICT TITLE	REASON	REQUESTED ACTION	DISTRICT APPROVAL	ADOPT DATE
AR 5145.11	Questioning And Apprehension	Regulation not found in the Regulation Codification. Regulation deleted 3/10 as unnecessary, with specified material moved to Board Policy.	Delete AR	✓Yes <input type="checkbox"/> No	
BP 5149	At-Risk Students	Policy Code not found in the Policy Codification. Policy deleted 8/14 and key concepts moved to BP 5147 - Dropout Prevention.	Delete Policy	✓Yes <input type="checkbox"/> No	
AR 5149	At-Risk Students	Regulation Code not found in the Regulation Codification. Regulation deleted 7/05 as unnecessary.	Delete AR	✓Yes <input type="checkbox"/> No	
BP 6010	Goals And Objectives	Policy Code not found in the Policy Codification. Policy deleted 7/06 as being redundant with material in BP 0000 - Vision and 0200 - Goals For The School District.	Delete Policy	✓Yes <input type="checkbox"/> No	
BP 6142.2	World/Foreign Language Instruction	Policy title mismatch. CSBA Policy Title "World Language Instruction:	Retitle Policy	✓Yes <input type="checkbox"/> No	N/A
AR 6142.2	World/Foreign Language Instruction	Regulation title mismatch. CSBA Title "World Language Instruction"	Retitle AR	✓Yes <input type="checkbox"/> No	N/A
BP 6142.4	Service Learning	Policy title mismatch. CSBA title "Service Learning/Community Service Classes"	Retitle Policy	✓Yes <input type="checkbox"/> No	N/A
BP 6161.4	Selection And Reconsideration Of Library Instructional Materials	Policy Code not found in the Policy Codification. This policy is unique to the district and does not exist in the CSBA policy manual. Similar content may be found in 6163.1 - Library Media Centers.	Deleted Policy	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No KJUHSD Created.	

## CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – July 2020

District Name: Kingsburg Joint Union High School District

POLICY CODE	DISTRICT TITLE	REASON	REQUESTED ACTION	DISTRICT APPROVAL	ADOPT DATE
AR 6161.4	Selection And Reconsideration Of Library Instructional Materials	Regulation Code not found in the Regulation Codification. This regulation is unique to the district and does not exist in the CSBA policy manual. Similar content may be found in BP 6163.1 - Library Media Centers.	Deleted AR	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No KJUHSD Created.	
BP 6162.51	Standardized Testing And Reporting Program	Policy title mismatch. CSBA title "State Academic Achievement Tests"	Retitle BP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
BP 6162.7	Use Of Technology In Instruction	Policy Code not found in the Policy Codification. Policy deleted 7/07 as unnecessary and duplicative with other policies including 0440 - District Technology Plan, 6161.1 - Selection And Evaluation Of Instructional Materials, and 6162.6 - Use Of Copyrighted Materials.	Delete Policy BP 6162.7	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
AR 9311	Board Policies	Regulation Code not found in the Regulation Codification. Board Bylaw and AR 9311 - Board Policies deleted 7/06 with material moved into BB 9310 - Board Policies.	Delete AR 9311	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
BB 9321	Closed Session Purposes And Agendas	Board Bylaw title mismatch. CSBA title Closed Session. Board Bylaw was retitled 7/19 and key concepts from 9321.1 incorporated within.	Update/Retitle Board Bylaw	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
BB 9321.1	Closed Session Actions And Reports	Board Bylaw Code not found in the Board Bylaw Codification. Board Bylaw deleted 7/19 and key concepts incorporated in BB 9321 - Closed Session.	Delete Bylaw, Do not see on our GAMUT KJUHSD	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	N/A

# **Kingsburg Joint Union HSD**

## **Board Policy**

### **Complaints Concerning District Employees**

BP 1312.1

#### **Community Relations**

The Governing Board recognizes its accountability to the public for the quality of the district's educational program and the performance of district employees. The district shall provide a process by which a complaint submitted by any person regarding an employee can be resolved impartially, expeditiously, and with minimal disruption to district operations and the educational program.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

When a concern regarding an employee is presented during a Board meeting or to an individual Board member or employee outside of a Board meeting, the complainant shall be informed of the appropriate complaint procedure.

(cf. 9323 - Meeting Conduct)

Any complaint regarding the Superintendent shall be initially filed in writing with the Board. The Board shall consult with legal counsel or appoint an appropriate agent to conduct the investigation.

The Superintendent or designee shall determine whether a complaint against any other employee should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures. Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law and BP 5141.4 - Child Abuse Prevention and Reporting. Any complaint alleging that an employee engaged in unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. Any complaint by an employee, job applicant, volunteer, intern, or independent contractor alleging unlawful discrimination or harassment by an employee shall be filed in accordance with AR 4030 - Nondiscrimination in Employment.

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3555 - Nutrition Program Compliance)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4144/4244/4344 - Complaints)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Any complaint subject to this policy and the accompanying administrative regulation shall be investigated by the principal, the employee's immediate supervisor, the Superintendent or designee, legal counsel, agent of the Board, and/or other appropriate person who is not the subject of the complaint or subordinate to the employee charged in the complaint. The complainant and the employee shall have an opportunity to present information relevant to the complaint.

A complaint that is filed anonymously may be investigated by the Superintendent or designee depending on the specificity and reliability of the information.

If a complainant requests confidentiality, the Superintendent or designee shall inform the complainant that the request may limit the district's ability to investigate the employee's conduct or take other necessary action. However, the Superintendent or designee shall take all reasonable steps to investigate and resolve the complaint without divulging the complainant's identity.

The Board prohibits retaliation against complainants.

### **Appeals**

If either the complainant or the employee submits an appeal of the Superintendent's decision to the Board, the Board shall determine whether to uphold the Superintendent's decision without hearing the complaint, appoint an appeals committee to advise the Board, or hear the appeal itself.

(cf. 9130 - Board Committees)

If the Board decides to hear the complaint, the matter shall be addressed in closed session in accordance with Government Code 54957 unless the employee requests that it be heard in open session. The Board shall review the original complaint and additional information provided by the Superintendent or designee regarding the steps taken to resolve the issue.

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9323 - Meeting Conduct)

The Board's decision shall be final.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

### **Legal Reference:**

#### **EDUCATION CODE**

33308.1 Guidelines on procedure for filing child abuse complaints

35146 Closed sessions

44031 Personnel file contents and inspection

44811 Disruption of public school activities

44932-44949 Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)

48987 Child abuse guidelines

GOVERNMENT CODE

54957 Closed session; complaints re employees

54957.6 Closed session; salaries or fringe benefits

PENAL CODE

273 Cruelty or unjustifiable punishment of child

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction of juvenile court

COURT DECISIONS

Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719

# **Kingsburg Joint Union HSD**

## **Administrative Regulation**

### **Complaints Concerning District Employees**

AR 1312.1

#### **Community Relations**

Every effort should be made to resolve complaints regarding district employees at the earliest possible stage. Any person who complains about a district employee shall be encouraged to resolve the matter informally through direct communication with the employee whenever possible.

If a complainant is unable or unwilling to resolve the complaint directly with the employee, the complainant may submit a written complaint to the principal or other immediate supervisor of the employee. Complaints related to a principal or district administrator shall be initially filed in writing with the Superintendent or designee. If the complainant is unable to prepare the complaint in writing, administrative staff shall provide assistance in the preparation of the complaint.

A written complaint shall include the full name of the employee involved, a brief but specific summary of the complaint and the facts surrounding it, and a description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees:

1. When a written complaint is received, the employee who is the subject of the complaint shall be notified within five days or in accordance with the collective bargaining agreement.
2. The principal or other immediate supervisor of the employee shall investigate and attempt to resolve the complaint to the satisfaction of the parties involved within 30 days. A complaint against a school or district administrator shall be investigated by the Superintendent or designee. The investigation may include interviews of the employee, complainant, or witnesses as necessary and/or a review any documentation relevant to the complaint.
3. Both the complainant and employee shall be notified in writing of the final decision regarding the resolution of the complaint.
4. Either the complainant or the employee against whom the complaint was made may appeal the decision. A decision by the principal or immediate supervisor may be appealed to the Superintendent or designee, who shall attempt to resolve the complaint to the satisfaction of the parties involved within 30 days. Either the complainant or the

employee may appeal the Superintendent's decision to the Governing Board.

5. If the decision is appealed to the Board, the Superintendent or designee shall submit to the Board the following information:
  - a. The full name of each employee involved
  - b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response
  - c. A copy of the signed original complaint
  - d. A summary of the action taken by the Superintendent or designee and the reasons that the problem has not been resolved



# Kingsburg Joint Union HSD

## Board Policy

### Debt Issuance And Management

BP 3470

#### Business and Noninstructional Operations

The Governing Board is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the district shall be consistent with law and this policy.

(cf. 3000 - Concepts and Roles)

(cf. 3460 - Financial Reports and Accountability)

(cf. 7110 - Facilities Master Plan)

(cf. 7210 - Facilities Financing)

The district shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. (California Constitution, Article 16, Section 18)

When the Board determines that it is in the best interest of the district, the Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Superintendent or designee shall administer and coordinate the district's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, and marketing strategies.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the district's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the district issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. In addition, the district shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

(cf. 9270 - Conflict of Interest)

## Goals

The district's debt issuance activities and procedures shall be aligned with the district's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the district shall ensure that it:

1. Maintains accountability for the fiscal health of the district, including prudent management and transparency of the district's financing programs
2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements
3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues
4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt
5. Monitors the district's statutory debt limit in relation to assessed valuation within the district and the tax burden needed to meet long-term debt service requirements
6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the district's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws
7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the district at the time the new debt is issued
8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future
9. Preserves the availability of the district's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt
10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 7000 - Concepts and Roles)

## **Authorized Purposes for the Issuance of Debt**

The district may issue debt for any of the following purposes:

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities
2. To refund existing debt
3. To provide for cash flow needs

(cf. 3100 - Budget)

(cf. 3110 - Transfer of Funds)

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the district's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The district may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

## **Authorized Types of Debt**

The Superintendent or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the district, with the cost of staff and consultants considered.

Potential financing sources may include:

1. Short-Term Debt
  - a. Short-term debt, such as tax and revenue anticipation notes (TRANS), when necessary to allow the district to meet its cash flow requirements (Government Code 53850-53858)
  - b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)
  - c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the district (Government Code 53859-53859.08)

2. Long-Term Debt

- a. General obligation bonds for projects approved by voters (California Constitution, Article 13A, Section 1; Education Code 15100-15262, 15264-15276; Government Code 53506-53509.5)

(cf. 7214 - General Obligation Bonds)

- b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)

(cf. 7212 - Mello-Roos Districts)

3. Lease financing, including certificates of participation (COPs)

- a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible (Education Code 17450-17453.1)
- b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (Education Code 17400-17429)

4. Special financing programs or structures offered by the federal or state government, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs

5. Temporary borrowing from other sources such as the County Treasurer

COPs, TRANS, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the district in any fiscal year in which the district has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. (Education Code 42133)

**Relationship of Debt to District Facilities Program and Budget**

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of district property and facilities as identified in the district's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

The cost of debt issued for major capital repairs or replacements shall be evaluated against the potential cost of delaying such repairs and/or replacing such facilities.

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include, but is not limited to, the projected ratio of annual debt service to the tax burden on the district's taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The district may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

### **Structure of Debt Issues**

The district shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The district shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

For new money debt issuances for capital improvements, the district shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Board, as long as the issuance is consistent with the overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the state, will not cause the district to exceed the limitation on debt issuances specified in the California Constitution or Education Code 15106.

To the extent practicable, the district shall also consider credit issues, market factors, and tax law when sizing the district's bond issuance. The sizing of refunding bonds shall be determined by the amount of money that will be required to cover the principal of, any accrued interest on, and any redemption premium for the debt to be paid on the call date and to cover appropriate financing costs.

Any general obligation bond issued by the district shall mature within 40 years of the issuance date or as otherwise required by law. (California Constitution, Article 16, Section 18; Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed but, with respect to a lease purchase of equipment, no longer than a period of 10 years. (Education Code 17452)

## **Method of Sale**

For the sale of any district-issued debt, the Superintendent or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the district. Potential methods of sale include:

1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost
2. Negotiated sale, subject to approval by the district to ensure that interest costs are in accordance with comparable market interest rates
3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the district than either a negotiated or competitive sale

## **Investment of Proceeds**

The district shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the district. Where applicable, the district's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

(cf. 3430 - Investing)

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

The management of public funds shall enable the district to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

## **Refunding/Restructuring**

The district may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, the district shall consider the maximization of the district's expected net savings over the life of the debt issuance and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

## **Internal Controls**

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the district in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the district and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

(cf. 3314 - Payments for Goods and Services)  
(cf. 3400 - Management of District Assets/Accounts)

The district shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure.  
(Government Code 53410)

When feasible, the district shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

The district shall annually conduct a due diligence review to ensure its compliance with all ongoing obligations applicable to issuers of debt. Such a review may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews shall receive periodic training regarding their responsibilities.

In addition, the Superintendent or designee shall ensure that the district completes, as applicable, all performance and financial audits that may be required for any debt issued by the district, including disclosure requirements applicable to a particular transaction.

## **Records/Reports**

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report shall include a self-certification that the district has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

On or before January 31 of each year, the Superintendent or designee shall submit a report to the CDIAC regarding the debt authorized, the debt outstanding, and the use of proceeds of the issued debt for the period from July 1 to June 30. (Government Code 8855)

The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the district's disclosure filings are updated as needed.

The Superintendent or designee shall maintain transaction records of decisions made in connection with each debt issuance, including the selection of members of the financing team, the structuring of the financing, selection of credit enhancement products and providers, and selection of investment products. Each transaction file shall include the official transcript for the financing, interest rates and cost of issuance on the day when the debt was sold ("final number runs"), and a post-pricing summary of the debt issue. In addition, documentation evidencing the expenditure of proceeds, the use of debt-financed property by public and private entities, all sources of payment or security for the debt, and investment of proceeds shall be kept for as long as the debt is outstanding, plus the period ending three years after the financial payment date of the debt or the final payment date of any obligations or series of bonds issued to refund directly or indirectly all of any portion of the debt, whichever is later.

The Superintendent or designee shall annually report to the Board regarding debts issued by the district, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the district's bonds, market update and refunding opportunities, new development for California bond financings, and the district's compliance with post-issuance requirements.

Legal Reference:

EDUCATION CODE

5300-5441 Conduct of elections

15100-15262 Bonds for school districts and community college districts

15264-15276 Strict accountability in local school construction bonds

15278-15288 Citizen's oversight committees

15300-15425 School Facilities Improvement Districts

17150 Public disclosure of non-voter-approved debt

17400-17429 Leasing of district property

17450-17453.1 Leasing of equipment

17456 Sale or lease of district property

17596 Duration of contracts

42130-42134 Financial reports and certifications

ELECTIONS CODE

1000 Established election dates

GOVERNMENT CODE

8855 California Debt and Investment Advisory Commission

53311-53368.3 Mello-Roos Community Facilities Act

53410-53411 Bond reporting

53506-53509.5 General obligation bonds

53550-53569 Refunding bonds of local agencies

53580-53595.55 Bonds

53850-53858 Tax and revenue anticipation notes

53859-53859.08 Grant anticipation notes

CALIFORNIA CONSTITUTION

Article 13A, Section 1 Tax limitation

Article 16, Section 18 Debt limit



UNITED STATES CODE, TITLE 15  
78o-4 Registration of municipal securities dealers  
UNITED STATES CODE, TITLE 26  
54E Qualified Zone Academy Bonds  
CODE OF FEDERAL REGULATIONS, TITLE 17  
240.10b-5 Prohibition against fraud or deceit  
240.15c2-12 Municipal securities disclosure  
CODE OF FEDERAL REGULATIONS, TITLE 26  
1.6001-1 Records

Management Resources:

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION PUBLICATIONS  
California Debt Issuance Primer

GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS

An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016

Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015

Investment of Bond Proceeds, Best Practice, September 2014

Selecting and Managing Municipal Advisors, Best Practice, February 2014

Debt Management Policy, Best Practice, October 2012

Analyzing and Issuing Refunding Bonds, Best Practice, February 2011

INTERNAL REVENUE SERVICE PUBLICATIONS

Tax Exempt Bond FAQs Regarding Record Retention Requirements

Tax-Exempt Governmental Bonds, Publication 4079, rev. 2016

U.S. GOVERNMENT ACCOUNTABILITY OFFICE PUBLICATIONS

Internal Control System Checklist

WEB SITES

California Debt and Investment Advisory Commission: <http://www.treasurer.ca.gov/cdiac>

Government Finance Officers Association: <http://www.gfoa.org>

Internal Revenue Service: <http://www.irs.gov>

Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA):  
<http://www.emma.msrb.org>

U.S. Government Accountability Office: <http://www.gao.gov>

U.S. Securities and Exchange Commission: <http://www.sec.gov>

**BANK RECONCILIATION REPORT**

As of Statement Ending Date: 7/31/2020

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

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Opening Bank Statement Balance:	188,008.46
Cleared Deposits:	2,414.69
Cleared Checks and Charges:	14,387.36
Cleared Adjustments:	3.74
	<hr/>
Calculated Bank Balance:	176,039.53
Less: Outstanding Checks:	5,384.32
Plus: Deposits In Transit:	0.00
Plus: Uncleared Adjustments:	0.00
	<hr/>
Calculated Book Balance:	170,655.21
Actual Book Balance:	170,655.21
	<hr/>
VARIANCE:	0.00

Ending Bank Statement Balance:	176,039.53
Calculated Bank Balance:	<u>176,039.53</u>
Out of Balance Amount:	<u><u>0.00</u></u>

Prepared by: Karen Osborne      Date: 8.6.2020

Reviewed by: [Signature]      Date: 8/11/2020

**ACCOUNT ANALYSIS REPORT - SUMMARY**

Date Range: 7/1/2020 through 7/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
<b>Cash Accounts</b>					
100-00-00 Cash-Checking-WestAmerica Bank	169,236.78	2,418.43	1,000.00		170,655.21
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
<b>Total Cash Accounts</b>	<b>207,679.94</b>	<b>2,418.43</b>	<b>1,000.00</b>	<b>0.00</b>	<b>209,098.37</b>
<b>Other Accounts</b>					
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	642.38				642.38
008-40-00 ACADEMIC DECATHLON	353.77				353.77
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	401.62				401.62
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	579.35				579.35
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	0.00				0.00
106-10-20 GOLF~GIRLS	230.24				230.24
107-00-00 BAND	15.71				15.71
107-01-00 CHOIR	142.00				142.00
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	941.64				941.64
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	11,681.98	3.74			11,685.72
111-01-00 SCHOLARSHIP ACCOUNT	22,075.70		1,000.00	Scholar.	21,075.70
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	799.60				799.60
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	5,401.66				5,401.66
122-10-10 TENNIS~BOYS	0.00				0.00

**ACCOUNT ANALYSIS REPORT - SUMMARY**

Date Range: 7/1/2020 through 7/31/2020

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	1,600.12				1,600.12
124-10-00 WEIGHTLIFTING	0.00				0.00
125-10-10 FOOTBALL	155.70				155.70
126-10-00 BASKETBALL	1.00				1.00
127-10-10 BASEBALL	1,838.07				1,838.07
128-10-20 SOFTBALL	1,314.58				1,314.58
129-10-00 CROSS COUNTRY	13,017.40				13,017.40
130-40-00 AVID	7,101.21				7,101.21
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	22,046.93				22,046.93
132-40-00 VIKING VOICE	0.00				0.00
133-30-00 IOTA LAMBDA CHI	379.91				379.91
134-30-00 MU ALPHA THETA	739.36				739.36
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	206.68				206.68
136-30-01 KEY CLUB-LT GOV FUND	0.00				0.00
137-30-00 CSF	614.91				614.91
138-10-20 VOLLEYBALL	100.00				100.00
139-00-00 AP OPPORTUNITIES	299.57				299.57
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	21,244.25				21,244.25
145-01-00 FFA-ORNAMENTAL HORTICULTURE	2,402.71				2,402.71
145-02-00 FFA DONATION ACCOUNT	25,208.63				25,208.63
145-03-00 FFA-LIVESTOCK ACCOUNT	616.76				616.76
145-04-00 FFA-FLORAL DESIGN	3,239.86				3,239.86
148-10-10 WRESTLING	2,506.85				2,506.85
149-10-00 Jose Valencia Scholarship	0.00				0.00
150-10-00 ATHLETICS	28,333.31				28,333.31
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	1,451.88				1,451.88
153-40-00 GYM CLOTHES	2,338.80				2,338.80
158-30-00 FRIDAY NIGHT LIVE	0.00				0.00
159-10-00 AQUATICS	879.88				879.88
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	12,753.25				12,753.25
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				0.00
405-00-00 DISTRICT	620.00				620.00
900-00-00 Web Store Clearing for Remitt	(1,102.74)	2,414.69		<i>web dep.</i>	1,311.95
920-00-00 Web Store Fees	(918.69)				(918.69)

**ACCOUNT ANALYSIS REPORT - SUMMARY**

Date Range: 7/1/2020 through 7/31/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
<b>Total Other Accounts</b>	207,679.94	2,418.43	1,000.00	0.00	209,098.37

**BANK RECONCILIATION REPORT**

As of Statement Ending Date: 6/30/2020


Bank Code: A - Cash-Checking-WestAmerica Bank

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

Opening Bank Statement Balance:	202,648.08
Cleared Deposits:	18,096.13
Cleared Checks and Charges:	26,442.26
Cleared Adjustments:	(6,293.49)
	<hr/>
Calculated Bank Balance:	188,008.46
Less: Outstanding Checks:	18,771.68
Plus: Deposits In Transit:	0.00
Plus: Uncleared Adjustments:	0.00
	<hr/>
Calculated Book Balance:	169,236.78
Actual Book Balance:	169,236.78
	<hr/>
	<hr/>
	VARIANCE: 0.00
	<hr/>

Ending Bank Statement Balance:	188,008.46
Calculated Bank Balance:	<u>188,008.46</u>
Out of Balance Amount:	<u><u>0.00</u></u>

Prepared by: Karen Osborne Date: 8.4.2020

Reviewed by:  Date: 8/4/2020

**ACCOUNT ANALYSIS REPORT - SUMMARY**

Date Range: Through 8/3/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
<b>Cash Accounts</b>					
100-00-00 Cash-Checking-WestAmerica Bank	142,741.96	476,606.63	451,111.81		168,236.78
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
<b>Total Cash Accounts</b>	<b>181,185.12</b>	<b>476,606.63</b>	<b>451,111.81</b>	<b>0.00</b>	<b>206,679.94</b>
<b>Other Accounts</b>					
004-40-00 SKILLS USA	272.24	991.25	667.41		596.08
005-40-00 INTRO TO TEACHING	1,301.72	2,111.00	133.97	(162.00)	3,116.75
006-40-00 BARISTA PROJECT	239.45	190.00	188.89	162.00	402.56
007-40-00 CNA CLASS	184.88	5,497.35	5,039.85		642.38
008-40-00 ACADEMIC DECATHLON	0.00	740.00	1,386.23	1,000.00	353.77
009-40-00 CLASS 2009	0.00				0.00
010-00-00 CLASS 2010	0.00	10.00		(10.00)	0.00
011-40-00 ART OPPORTUNITIES	0.00	500.00	93.68		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	16.43			(16.43)	0.00
019-00-00 CLASS 2019	1,362.13		1,362.13		0.00
020-40-00 Class 2020	2,008.80	14,244.00	11,878.18	(3,973.00)	401.62
021-40-00 Class 2021	0.00	50.00			50.00
101-00-00 DUE TO STUDENT BODY	0.00				0.00
102-30-00 FELLOWSHIP OF CHRISTIAN ATHLET	755.13	65.00	240.78		579.35
103-40-00 AUTOSHOP OPPORTUNITIES	0.00				0.00
104-40-00 LIFE SKILLS	608.34	321.85	100.00		830.19
105-30-00 Catholics in Action	1,041.36	150.00	130.00		1,061.36
106-10-10 GOLF~BOYS	199.13	564.74	1,114.00	350.13	0.00
106-10-20 GOLF~GIRLS	30.00	1,727.00	1,276.76	(250.00)	230.24
107-00-00 BAND	225.98		1,528.77	1,318.50	15.71
107-01-00 CHOIR	82.00	60.00			142.00
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	1,162.83		221.19		941.64
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	7,974.70	45,271.55	36,196.27	(5,368.00)	11,681.98
111-01-00 SCHOLARSHIP ACCOUNT	22,075.70	9,500.00	11,700.00	1,200.00	21,075.70
111-02-00 SPECIAL PROJECTS	2,174.87	2,637.00	1,130.30	(2,637.00)	1,044.57
112-30-00 VIRTUAL ENTERPRISE	0.00				0.00
113-40-00 LIBRARY OPPORTUNITIES	19.30	200.00			219.30
114-30-00 BEYOND BELIEF	0.00				0.00
116-00-00 RIBBONS OF HOPE	904.80	944.80	1,050.00		799.60
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	2,111.94	14,047.37	10,757.65		5,401.66
122-10-10 TENNIS~BOYS	0.00				0.00

## ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: Through 8/3/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
122-10-20 TENNIS~GIRLS	438.73		438.73		0.00
123-10-10 SOCCER~BOYS	1,051.39	1,834.45	3,385.84	500.00	0.00
123-10-20 SOCCER~GIRLS	681.51	2,450.00	1,531.39		1,600.12
124-10-00 WEIGHTLIFTING	0.00				0.00
125-10-10 FOOTBALL	155.70				155.70
126-10-00 BASKETBALL	1.00				1.00
127-10-10 BASEBALL	1,032.72	2,000.00	1,194.65		1,838.07
128-10-20 SOFTBALL	46.68	2,000.00	732.10		1,314.58
129-10-00 CROSS COUNTRY	4,819.00	14,239.17	4,040.77	(2,000.00)	13,017.40
130-40-00 AVID	3,340.75	9,655.75	6,895.29	1,000.00	7,101.21
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	11,808.58	61,845.75	52,112.40	505.00	22,046.93
132-40-00 VIKING VOICE	0.00				0.00
133-30-00 IOTA LAMBDA CHI	19.42	451.00	90.51		379.91
134-30-00 MU ALPHA THETA	1,096.97	1,478.59	1,836.20		739.36
135-00-02 SCI OPPORT-GRANT #2	0.00				0.00
135-40-00 SCIENCE OPPORTUNITIES	998.08	1,215.00	1,240.17		972.91
135-40-01 SCI OPPORT-GRANT #1	0.00				0.00
136-30-00 KEY CLUB	631.76	1,134.51	1,559.59		206.68
136-30-01 KEY CLUB-LT GOV FUND	0.00				0.00
137-30-00 CSF	1,551.56	1,663.35	2,600.00		614.91
138-10-20 VOLLEYBALL	100.00				100.00
139-00-00 AP OPPORTUNITIES	376.18	250.00	326.61		299.57
140-30-00 ART CLUB	504.44				504.44
141-00-00 HISTORY OPPORTUNITIES	0.00				0.00
142-00-00 GREEN CLUB	1,003.72	112.00	369.41		746.31
145-00-00 FFA	3,343.22	68,928.56	50,231.75	(795.78)	21,244.25
145-01-00 FFA-ORNAMENTAL HORTICULTURE	1,880.48	1,560.50	1,038.27		2,402.71
145-02-00 FFA DONATION ACCOUNT	47,238.11	2,440.00	24,469.48		25,208.63
145-03-00 FFA-LIVESTOCK ACCOUNT	2,685.27	6,924.26	9,598.55	605.78	616.76
145-04-00 FFA-FLORAL DESIGN	1,646.08	6,578.49	5,174.71	190.00	3,239.86
148-10-10 WRESTLING	689.52	2,989.95	1,172.62		2,506.85
149-10-00 Jose Valencia Scholarship	0.00				0.00
150-10-00 ATHLETICS	15,412.87	119,552.62	110,939.88	4,307.70	28,333.31
150-10-02 ATHLETICS-TOURNAMENT ACCOUNT	0.00	3,281.00	1,811.73		1,469.27
151-30-00 MULTI-CULTURAL CLUB	1,562.95	3,396.20	1,995.00		2,964.15
152-40-00 PEP SQUAD	12,570.70	6,738.60	19,083.85	1,226.43	1,451.88
153-40-00 GYM CLOTHES	914.29	3,424.51	2,000.00		2,338.80
158-30-00 FRIDAY NIGHT LIVE	0.00				0.00
159-10-00 AQUATICS	332.73	2,350.00	2,222.85	420.00	879.88
160-40-00 MATH PROJECT	0.00				0.00
165-00-00 KAEC	209.62		156.00		53.62
165-01-00 KAEC OPPORTUNITIES	0.00				0.00
168-30-00 DRAMA CLUB	17,899.66		5,146.41		12,753.25
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	572.01		2,002.68	1,430.67	0.00
405-00-00 DISTRICT	0.00	49,142.31	49,518.31	996.00	620.00
900-00-00 Web Store Clearing for Remitt	(297.64)	(805.10)			(1,102.74)
920-00-00 Web Store Fees	(870.94)	(47.75)			(918.69)



**ACCOUNT ANALYSIS REPORT - SUMMARY**

Date Range: Through 8/3/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
<b>Total Other Accounts</b>	181,185.12	476,606.63	451,111.81	0.00	206,679.94