

AGENDA
KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES
Board Room 1900 18th Avenue 4:00 p.m.
Kingsburg, CA 93631
June 24, 2024

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 _____

6. PUBLIC COMMENT

Public Comment

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

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

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.)*

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CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) Agency Designated Negotiator: Board President KJUHSD. Agency Designated Representative: Executive Director of Student Services.

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GOVERNMENT CODE SECTION 54957: Superintendent Evaluation – June 2023 – June 2024

From _____ to _____

13. ACTION REPORTED OUT OF CLOSED SESSION, IF ANY

14. ITEMS FOR NEXT AGENDA

None

15. ADJOURNMENT _____

(Time)

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

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

**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 18th Avenue, Kingsburg, California,
May 1, 2024.

CALL TO ORDER

The meeting was called to order at 7:30 a.m. by Mr. Mike Serpa, President.

MEMBERS PRESENT

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

MEMBERS ABSENT

None

OTHERS PRESENT

Mr. Rufino Ucelo, Jr. – Chief Business Official

APPROVAL OF AGENDA (M230-2324)

Mr. Thomsen moved to approve the agenda as presented.

Mr. Jackson seconded the motion.

The motion carried unanimously; 5 ayes, 0 noes

BOARD ACTION**AGREEMENT BETTER ENTERPRISES – BATHROOM RENOVATION PROJECT (M231-2324)**

Mr. Jackson moved to approve the Agreement between Kingsburg Joint Union High School District and Better Enterprises, contractor for the bathroom renovation project at Kingsburg High School as presented in 7.1 of the supporting document.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

PROPOSAL AUTOMATED OFFICE SYSTEMS – RENEWAL RICOH DIGITAL COPIER (M232-2324)

Mr. Jackson moved to approve the Proposal from Automated Office Systems for the renewal of the Ricoh IM 2500 digital copier as presented in 7.2 of the supporting document.

Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

ADJOURNMENT (M233-2324)

Mr. Jackson moved to adjourn the meeting at 7:52 a.m.

Mr. Thomsen seconded the motion.

Mr. Thomsen: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

Minutes of the special meeting of May 1, 2024 are approved except for the following omissions, deletions or changes:

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

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

Minutes of the special meeting of May 1, 2024 are approved by action of the board.

Mike Serpa
President of the Board

Steve Nagle
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 18th Avenue, Kingsburg, California,
May 13, 2024.

CALL TO ORDER

The meeting was called to order at 1:30 p.m. by Mr. Mike Serpa, President.

MEMBERS PRESENT

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

MEMBERS ABSENT

None

OTHERS PRESENT

Ryan Phelan, KHS Principal
Cindy Schreiner – Executive Director Student Services
Rufino Ucelo, Jr. – CBO
Michelle Warkentin – Assistant Principal KHS
Mark Jensen – Teacher KHS

APPROVAL OF AGENDA (M234-2324)

Mr. Thomsen moved to approve the agenda as presented.

Mr. Nagle seconded the motion.

The motion carried unanimously; 5 ayes, 0 noes

CLOSED SESSION

Administrative Personnel: Government Code Sec. 54957: Public Employee
Appointment/Employment: KHS Principal

From 1:30 p.m. to 3:20 p.m.

ITEMS REPORTED OUT OF CLOSED SESSION

None

ADJOURNMENT (M235-2324)

Mr. Thomsen moved to adjourn the meeting at 3:21 p.m.

Mr. Lunde seconded the motion.

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

Minutes of the special meeting of May 13, 2024 are approved except for the following omissions, deletions or changes:

FOR BOARD ACTION:

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

Minutes of the special meeting of May 13, 2024 are approved by action of the board.

Mike Serpa
President of the Board

Steve Nagle
Clerk of the Board

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

PLACE AND DATE

Board Room, Kingsburg High School, 1900 18th Avenue, Kingsburg, California, May 13, 2024.

CALL TO ORDER

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

MEMBERS PRESENT

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

MEMBERS ABSENT

None

OTHERS PRESENT

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

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

APPROVAL OF AGENDA (M236-2324)

Mr. Thomsen moved to approve the agenda as presented.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

PUBLIC COMMENTS

Boys Water Polo Team/Community Members & Parents/Rob Brett/Shannon Coddington/
Bill Hammerstrom/Jason Coddington/Katrina Alvarez.

All spoke on behalf of Luca Pavlina and his qualifications and dedication to the boys' water polo program. Mr. Pavlina has helped build the program over years. His qualifications, good character, passion, trust, love of the game and the respect given to him by the team, make him more than qualified for the head coach position. Stressed to the Board to always give the program the best qualified person, the one with the most value for the team. Asked the Board to be diligent in understanding that the water polo program, and student athletes who participate, are striving to be the top in their league. Having the best qualified head coach for the water polo program builds toward this goal. The position is just as important as any other head coach at Kingsburg High School.

APPROVAL OF MINUTES**SPECIAL MEETING – APRIL 4, 2024 10:00 A.M. (M237-2324)**

Mr. Nagle moved to approve the minutes of the special meeting of April 4, 2024 at 10:00 A.M. as presented in 7.1 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

SPECIAL MEETING – APRIL 4, 2024 1:00 P.M. (M238-2324)

Mr. Thomsen moved to approve the minutes of the special meeting of April 4, 2024 at 1:00 P.M. as presented in 7.2 of the supporting documents.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

REGULAR MEETING – APRIL 15, 2024 (M239-2324)

Mr. Nagle moved to approve the minutes of the regular meeting of April 15, 2024 as presented in 7.3 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

SPECIAL MEETING – APRIL 22, 2024 (M240-2324)

Mr. Jackson moved to approve the minutes of the special meeting of April 22, 2024 as presented in 7.4 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

SPECIAL MEETING – APRIL 24, 2024 (M241-2324)

Mr. Thomsen moved to approve the minutes of the special meeting of April 24, 2024 as presented in 7.5 of the supporting documents.

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

SPECIAL MEETING – APRIL 26, 2024 (M242-2324)

Mr. Thomsen moved to approve the minutes of the special meeting of April 26, 2024 as presented in 7.6 of the supporting documents.

Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen Aye

Mr. Lunde Aye

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

STUDENT REPRESENTATIVE REPORT

William Butts – Student Representative

- Saturday, May 18th Prom at Legacy Ranch 7-11 pm
- Buff Ball Game and Powder Puff were a success last month.
- Movie Night at the Bowl had a great turnout.
- Farewell Rally to honor the seniors will be in the gym. A slide show for the seniors is presented, with over 350 slides.
- Senior Sunset – seniors will watch the sunset and sign yearbooks.
- Thank you to the Board for the opportunity of presenting this year at the regular meetings. Enjoyed and learned a lot.

SPECIAL EDUCATION DEPARTMENT PRESENTATION

Elizabeth VanderVelde – Department Head; Gabriella Lopes, Special Education Teacher; Kathryn Olson, Special Education Teacher (KAEC), Robert Hernandez, Special Education Teacher

- Overview: Total Students: 84 Category with most increase from 2020 – Autism
- SELPA ADR: Utilizing and improving the IEP process with student-led IEPs and parent engagement strategies -- improving communication and outcomes.
- Life Skills: Students with the highest needs are engaging in weekly coffee service and off-campus trips to Bella Bakery and Kingsburg Library.
- Adult Transition Program (ATP) – For students who earned a Certificate of Completion. Program provides individuals with curriculum at Reedley College as well as opportunities for work experience at local businesses.
- Next year focus for 2024-2025: Alignment of ATP and Life Skills curriculum; continue education and development of Student Led-IEPs.

VALLEY ROP REPORT

- Presentation on file at district office.

PRINCIPAL REPORT

Ryan Phelan – Principal Kingsburg High School

- Staff appreciation week: Community family provided tri-tip meal mid-week followed on Friday with pasta lunch in the library.
- AP Testing is in process
- Graduation is June 6, 8:00 p.m. at the football stadium
- Sports Spring Outcomes:
 - Boys Golf - Tri-County Conference Champions
 - Boys Swim & Dive - Tri-County Conference Champions
 - Girls Swim & Dive - Tri-County Conference Co-Champions
 - Varsity Baseball - Tri-County Conference Champions
 - JV Baseball - Tri-County Conference Champions

- Varsity Softball - Tri-County Conference Champions
- JV Softball - Tri-County Conference Champions
- Boys Track & Field - CIF Division 3 Section Champions
- Sydnee Wilson - 15th in the State (the entire State) - 50m Freestyle
- Lucas Huckabay - 5th in the State (the entire State) - 100m Breaststroke
- Bryson Brandon - 5th in Nations (held in Florida) - Gymnastics (Non-CIF Event)

DIRECTOR OF KINGSBURG ALTERNATIVE EDUCATION CENTER

- Graduation June 4th 7:00 p.m. in the new gym- Approximately 45-50 will walk.
- Held the last sport season game. The program has been a great success for our students.
- Graphic Design class – has laid down a great foundation for our students and they are now producing some great projects.
- Reedley Community College and College of the Sequoias will be presenting the junior students, helping them plan their future goals after high school.

SUPERINTENDENT REPORT

- Read by Rufino Ucelo, Jr., CBO
- Bathroom Renovation meeting was this week. Ryan Phelan and Rufino Ucelo, Jr. attended. Start date is June 10th with the finish date to be determined.
- Theater construction is ongoing with electrical, irrigation, and leveling of ground happening later this week and next. The two areas to the right and left of the gym entrance will start this week with new irrigation, sod, and trees.
- All gates to the theater area will be done by next week
- We are looking into dividing room 60 into two rooms and are waiting to hear back from Teter Architect on a ballpark number.

BOARD ACTION

BILLS PAID APRIL 2024 (M243-2324)

Mr. Jackson moved to approve the bills paid for April 2024 as presented in 9.1 of the supporting documents.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen Aye

Mr. Lunde Aye

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

INTERDISTRICT TRANSFERS

9.2 Moved to Closed Session

OVERNIGHT TRIP REQUEST KHS ASB OFFICERS LEADERSHIP CAMP - UCSB (M244-2324)

Mr. Nagle moved to approve the Overnight Trip Request to UC Santa Barbara Leadership Camp for the Kingsburg High School ASB Officers on July 12, 2024 – July 15, 2024 as presented in 9.3 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Thomsen Aye

Mr. Lunde No

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

2023-2024 SUMMER SCHOOL MASTER SCHEDULE (M245-2324)

Mr. Thomsen moved to approve the 2023-2024 Summer School Master Schedule as presented in 9.4 of the supporting document.

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen Aye

Mr. Lunde Aye

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

RESOLUTIONS SUMMER SCHOOL TEACHERS LAO ED CODE 44263 (M246-2324)

Mr. Nagle moved to approve the resolutions for teachers who will be teaching courses during summer school for 2023-2024: #R14-2324 David Wilson - Health & Wellness; #R15-2324 Jonathan Hall - Health & Wellness; #R16-2324 Chris Woods - Health & Wellness; #R17-2324 John Lovejoy - U.S. History; #R18-2324 Ana Parra - Earth Science Recovery as presented in 9.5 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen Aye

Mr. Lunde Aye

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

PROPOSAL M.C.I. INSPECTIONS – RESTROOM RENOVATION PROJECT (M247-2324)

Mr. Nagle moved to approve the Proposal from M.C.I. Inspections for Inspector of Record for the Kingsburg High School restroom renovation project at a rate of \$7,000.00 per month, estimated time of seven months, for a total of \$49,000.00 as presented in 9.6 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Thomsen Aye

Mr. Lunde Aye

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: No

AGREEMENT INFINITY & KJUHS D CONSULTING SERVICES – 3 YEAR TERM (M248-2324)

Mr. Thomsen moved to approve the Agreement between Infinity and Kingsburg Joint Union High School District for Category One E-Rate Consulting Services for a three-year term expiring on June 30, 2027 as presented in 9.7 of the supporting document.

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

AG DEPARTMENT POLICY UPDATE – FRESNO FAIR ELIGIBILITY (M249-2324)

Mr. Thomsen moved to approve the Agriculture Department Updated Kingsburg FFA Policy for Fresno Fair Eligibility as presented in 9.8 of the supporting document.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

OASIS & KINGSBURG INDEPENDENT STUDY HANDBOOKS 2024-2025**(M250-2324) TABLE FUTURE DATE)**

Mr. Thomsen moved to table to a future date the OASIS and Kingsburg Independent Study Handbooks for 2024-2025 as presented in 9.9 of the supporting document.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

UPDATED KJUHS D PRINCIPAL 2024-2025 SALARY SCHEDULE (M251-2324)

Mr. Nagle moved to approve the updated KJUHS D Principal 2024-2025 Certificated Management Position Salary Schedule effective July 1, 2024, eliminating the legacy language when the job position was held by one person as both the Superintendent/Principal: "Vacation 27 Days accrual each school year. May only carry over 17 vacation day not to accrual more than 44 day", language is now removed as presented in 9.10 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

2024-2025 CIF REPRESENTATIVE TO THE LEAGUE (M252-2324)

Mr. Thomsen moved to approve the 2024-2025 CIF Representatives to the League as presented in 9.11 of the supporting document.

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen Aye

Mr. Lunde Aye

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

CREDENTIALLED SCHOOL NURSE PROFESSIONAL SERVICES AGREEMENT FCSS (M253-2324)

Mr. Jackson moved to approve the Credentialed School Nurse Professional Services Agreement with Fresno County Superintendent of Schools for the term of July 1, 2024 – June 30, 2027. Contract amount is for \$650.00 for each Service Day of Paid Services, not to exceed \$27,950.00 per each fiscal year as presented in 9.12 of the supporting document.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen Aye

Mr. Lunde Aye

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

NEW JOB DESCRIPTIONS: SARB COORDINATOR & INTERVENTION SPECIALIST (M254-2324)

Mr. Thomsen moved to approve the new job descriptions for SARB Coordinator Full-Time and Intervention Specialist Full-Time as presented in 9.13 of the supporting document.

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen Aye

Mr. Lunde Aye

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

BEST PRACTICE STUDENT ATHLETE "PREPARTICIPATION PHYSICAL EXAM FORM" (M255-2324)

Mr. Nagle moved to approve the best practice of having the student athlete "Preparticipation Physical Exam Form" be signed by medical practitioners with credentials of a MD, DO, MP or PA, no longer allowing a chiropractor to sign the form as presented in 9.14 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen Aye

Mr. Lunde Aye

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

**2024-2025 STUDENT ATHLETE HANDBOOK & 2024-2025 COACHES ATHLETIC HANDBOOK
(M256-2324) TABLED TO FUTURE DATE**

Mr. Nagle moved to table to a future date the 2024-2025 Student Athletes Handbook and the 2024-2025 Coaches Athletic Handbook as presented in 9.15 of the supporting document.

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen Aye

Mr. Lunde Aye

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

**OVERNIGHT TRIP REQUEST VARIETY BOYS BASKETBALL TEAM SAN LUIS OBISPO, CA
(M257-2324)**

Mr. Thomsen moved to approve the Overnight Trip Request for the Varsity Boys Basketball Team for a 2-Game Tournament at Mission Prep High School in San Luis Obispo, CA on December 13, 2024 – December 14, 2024 as presented in 9.16 of the supporting document.

Mr. Nagle seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Thomsen Aye

Mr. Lunde No

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

**OVERNIGHT TRIP REQUEST VARSITY GIRLS WATER POLO TEAM ARROYO GRANDE CA
(M258-2324)**

Mr. Thomsen moved to approve the Overnight Trip for the Kingsburg Varsity Girls Water Polo Team to Arroyo Grande for a tournament at Arroyo Grande High School on October 3, 2024 – October 5, 2024 as presented in 9.17 of the supporting document.

Mr. Serpa seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Thomsen Aye

Mr. Lunde No

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

VARSITY TUTORS FOR SCHOOLS, LLC – ONLINE TUTORING FOR STUDENTS (M259-2324)

Mr. Nagle moved to approve the proposal from Varsity Tutors for Schools, LLC for online tutoring for students for the 2024-2025 school year in the amount of \$47,320.00 as presented in 9.18 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen Aye

Mr. Lunde Aye

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

POSITION FULL-TIME PIANO ACCOMPANIST/ MUSIC ASSISTANT (M260-2324)

Mr. Thomsen moved to approve the position of Full-Time Piano Accompanist/Music Assistant for the Kingsburg Joint Union High School District as presented in 9.19 of the supporting document.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen Aye

Mr. Lunde Aye

Mr. Jackson: Aye

Mr. Nagle: Aye

Mr. Serpa: Aye

DISCUSSION**10.1 2024-2025 LCAP**

Cindy Schreiner, Executive Director of Student Services

- Board Presentation LCAP 2024-2025 Annual Update Presentation (on file at district office)
- 2023-2024 Local Control & Accountability Plan Annual Update DRAFT (on file at district office)

WRITTEN INFORMATION**STUDENT BODY FUND REPORT**

The Board noted the ASB Fund Report for March 2024 as presented in 11.1 of the supporting documents.

SUSPENSION REPORT – APRIL 2024

The Board noted the suspension report for Kingsburg High School and Oasis High School for April 2024 as presented in 11.2 of the supporting document.

2023-2024 SECOND INTERIM REPORT CERTIFICATION

The Board noted the Second Interim Report Certification from Fresno County Superintendent of Schools showing a positive certification reported to the CDE indicating the District will meet its financial obligations for the current fiscal year and subsequent two fiscal years as presented in 11.3 of the supporting documents.

WASC MID-CYCLE REPORT KHS

The Board noted the WASC Mid-Cycle Report for Kingsburg High School dated March 18, 2024 as presented in 11.4 of the supporting documents.

CLOSED SESSION**INTERDISTRICT TRANSFERS (M261-2324)****SCIENCE TEACHER – BRITNI BOYAJIAN (M262-2324)****OFFICE CLERK PART-TIME – KARLEE PETERSON (M263-2324)****VOLUNTEER ATHLETIC TRAINER – JOHN SAUBERT (M264-2324)**

ADDITIONAL FALL COACHES 2024-2025 (M265-2324)**2024-2025 WINTER ATHLETIC COACHES (M266-2324)****DRUM LINE INSTRUCTOR KHS MARCHING BAND – JAMES NOBRIGA (M267-2324)**

CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6): Agency Designated Negotiator: Board President. Agency designated representative: Superintendent/August

The Board met in closed session from 5:48 p.m. to 6:22 p.m.

ITEMS REPORTED OUT OF CLOSED SESSION**INTERDISTRICT TRANSFERS (M261-2324)**

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

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

SCIENCE TEACHER – BRITNI BOYAJIAN (M262-2324)

Mr. Nagle moved to approve the employment of Britni Boyajian as a Science Teacher for the Kingsburg Joint Union High School District for the 2024-2025 school year as presented in 12.1 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

OFFICE CLERK PART-TIME – KARLEE PETERSON (M263-2324)

Mr. Thomsen moved to approve Karlee Peterson as an Office Clerk Part-Time for the Kingsburg Joint Union High School District for the 2024-2025 school year as presented in 12.2 of the supporting document.

Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

VOLUNTEER ATHLETIC TRAINER – JOHN SAUBERT (M264-2324)

Mr. Jackson moved to approve John Saubert as a volunteer athletic trainer for the Kingsburg Joint Union High School District for the 2024-2025 school year as presented in 12.3 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

ADDITIONAL FALL COACHES 2024-2025 (M265-2324)

Mr. Thomsen moved to approve the additional Fall Coaches for the 2024-2025 school year as presented in 12.4 of the supporting documents.

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

2024-2025 WINTER ATHLETIC COACHES (M266-2324)

Mr. Nagle moved to approve the Winter Athletic Coaches for the 2024-2025 school year as presented in 12.5 of the supporting document.

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

DRUM LINE INSTRUCTOR KHS MARCHING BAND – JAMES NOBRIGA (M267-2324)

Mr. Thomsen moved to approve James Nobriga as a paid Drum Line Instructor for the KHS Marching Band for the 2024-2025 school year as presented in 12.3 of the supporting document.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

ADJOURNMENT (M268-2324)

Mr. Nagle moved to adjourn the meeting at 6:23 p.m.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

Minutes of the regular meeting of May 13, 2024 are approved except for the following omissions, deletions or changes:

FOR BOARD ACTION:

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

Minutes of the regular meeting of May 13, 2024 are approved by action of the board.

Mr. Mike Serpa
President of the Board

Mr. Steve Nagle
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 18th Avenue, Kingsburg, California,
May 24, 2024.

CALL TO ORDER

The meeting was called to order at 11:46 a.m. by Mr. Mike Serpa, President.

MEMBERS PRESENT

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

MEMBERS ABSENT

Mr. Brent Lunde

OTHERS PRESENT

Dr. Ryan Phelan, Superintendent

APPROVAL OF AGENDA (M269-2324)

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

The motion carried unanimously; 4 ayes, 0 noes

HEARING SESSION

None

BOARD ACTION**OASIS & KIS 2024-2025 HANDBOOKS (M270-2324)**

Mr. Thomsen moved to approve the OASIS & KIS 2024-2025 Handbooks as presented in 7.1 of the supporting documents.

Mr. Nagle seconded the motion.

The motion carried: 4 ayes; 0 noes;

Mr. Thomsen: *Aye*

Mr. Lunde: *Absent*

Mr. Jackson: *Aye*

Mr. Nagle: *Aye*

Mr. Serpa: *Aye*

KHS 2024-2025 COACHES ATHLETIC HANDBOOK (M271-2324)

Mr. Nagle moved to approve the KHS 2024-2025 Coaches Athletic Handbook as presented in 7.2 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 4 ayes; 0 noes;

Mr. Thomsen: *Aye*

Mr. Lunde: *Absent*

Mr. Jackson: *Aye*

Mr. Nagle: *Aye*

Mr. Serpa: *Aye*

KHS 2024-2025 STUDENT ATHLETES ATHLETIC HANDBOOK (M272-2324)

Mr. Thomsen moved to approve the KHS 2024-2025 Student Athletes Athletic Handbook as presented in 7.3 of the supporting document.

Mr. Jackson seconded the motion.

The motion carried: 4 ayes; 0 noes;

Mr. Thomsen: *Aye*

Mr. Lunde: *Absent*

Mr. Jackson: *Aye*

Mr. Nagle: *Aye*

Mr. Serpa: *Aye*

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.)

Administrative Personnel: Government Code Section 54957: Public Employee
Appointment/Employment: KHS Assistant Principal

From 12:42 p.m. to 2:31 p.m.

ITEMS REPORTED OUT OF CLOSED SESSION

None

ADJOURNMENT (M273-2324)

Mr. Nagle moved to adjourn the meeting at 2:32 p.m.

Mr. Thomsen seconded the motion.

Mr. Thomsen: *Aye*

Mr. Lunde: *Absent*

Mr. Jackson: *Aye*

Mr. Nagle: *Aye*

Mr. Serpa: *Aye*

Minutes of the special meeting of May 24, 2024 are approved except for the following omissions, deletions or changes:

FOR BOARD ACTION:

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

Minutes of the special meeting of May 2024 are approved by action of the board.

Mike Serpa
President of the Board

Steve Nagle
Clerk of the Board

9. DISCUSSION

- 9.1 2024-2025 Local Performance Indicator Self-Reflection
Executive Director of Student Services, Cindy Schreiner

2024-25 Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
Kingsburg Joint Union High School District	Cindy Schreiner Executive Director of Student Services	cschreiner@kingsburghigh.com 5598977721

Introduction

The California State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Local Indicators

The local indicators address the following state priority areas:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA's Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
2022-23								

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Implementation of State Academic Standards (LCFF Priority 2)

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards			3		
History-Social Science				4	

2. Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards			3		
History-Social Science			3		

3. Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)			3		
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards			3		
History-Social Science			3		

Other Adopted Academic Standards

4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5	N/A
Career Technical Education				4		
Health Education Content Standards				4		
Physical Education Model Content Standards			3			
Visual and Performing Arts			3			
World Language				4		

Support for Teachers and Administrators

5. Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole				4	
Identifying the professional learning needs of individual teachers			3		
Providing support for teachers on the standards they have not yet mastered			3		

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

In comparing data to previous years, the district saw ELD and math be rated as full implementation over all questions. In question 1, progress on providing professional learning, ELA, ELD and History all increased from level 3 to level 4. In reviewing question 2, making instructional materials aligned to standards, ELD saw a level increase to level 4, but History saw a level decrease to level 3. Question 3, implementing policies and procedures, saw increases for both ELA and Math to level 4. When reviewing other adapted academic standards, question 4, CTE, Health, Visual/Performing Arts, and World Language remained at level 4, but PE dropped to level 3. When reviewing question 5, the LEA's success at engaging the following activities, there was mixed results. Identifying the professional learning needs of groups of teachers or staff as a whole remained at level 4. Identifying the professional learning of individual teachers and providing support for teachers in the standards not mastered, dropped to level 3.

From other local surveys, teachers/staff report that the district improved on identifying needs of the whole, but remained consistent with individual need and mastery of standards. The results also mentioned that more specific training by department and specific ways to support students is needed for the the coming year. The district plans to base professional development around the request of the teacher/staff.

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit: ¹

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):
 - 1 – Exploration and Research
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability
4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.
5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	3
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	3
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	3
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	3

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

Overall, parents reported an increase in all questions. Supporting staff to learn about each family's strength went up a level from 2 to 3. The district continues to engage parents in having welcoming events for parents. Parent participation at schoolwide events has increased, though this does not reflect in the survey results. The district will continue to work hard on developing relationships with parents to move towards full implementation in all four areas.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

Educational partner feedback from survey results show that in the above questions, parents rated the school higher. All questions are now rated at the initial implementation level. On average for these questions, 30 parents stated no response or unknown. When speaking with parent groups, they state these questions are hard for them to evaluate. There was a 3% decrease in stating communication was good or better and a 5% decrease in stating the school treats parents/caregivers in a way that makes them feel respected. The district will continue to build on building relationships with supporting staff on understanding the different cultures of the district and improve teacher communication with parents.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

Based on analysis, the focus on improved engagement through an action item on the LCAP by providing additional parent support meetings, translation services, food for meetings and child care was effective, as all ratings were in the initial implementation, but from other survey results, the parents felt that communication and respect has gone down. The district will continue to focus on parent engagement and building relationships through more parent education nights.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	3
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	3
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	3
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	3

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

Overall, parents reported an increase in all questions. Supporting families to understand and exercise their legal rights went up a level from 2 to 3. All questions are at initial implementation. Parent engagement meetings also had positive input on the increase in mental health support. The district continued to use federal funds to help support learning outside of school by supporting 2 community hubs that students could access after school. The community hubs were in addition to tutoring options available four days a week on campus as well as 24 hour online tutoring in addition to one-on-one online tutoring support to students.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

Survey results show that a continued focus on supporting families and including them in their students education is needed as the district is still at initial implementation. The district continues to provide parent/family nights, but on specific topics related to getting input and hearing from parents, the attendance is low. on specific topics, but attendance is low. At educational partner meetings they stated that the continued focus on supporting students and families is essential. The district still has room to improve to move all questions to the full implementation stage.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

Based on analysis, the focus on improved engagement through an action item on the LCAP by providing additional tutoring both online and in person, community hubs (Federal grant), and an increase in on campus mental health support was effective through parent feedback at meetings and surveys, but not specifically in the above areas on the survey. The actions from the previous LCAP will remain, with the addition of an action related to drug prevention which will offer more support for parents and students.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	3
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	3
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	3
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	3

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

Overall the district saw a small increase in all questions, but remained at the initial implementation level. The district and school sites continued to hold meetings to gather parent input, but these meetings still have low attendance. This year though, there was an increase in completed surveys from 86 to 110. As a small town, input from parents often come during extra curricular activities and not through formal meetings. As a district we take all of this input to help impact our LCAP.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

Educational partner feedback stated that the continued focus on supporting students and families is essential. With the new 2024-25 LCAP, the actions from the previous LCAP will remain with new actions that will support more engagement with parents. The district still has room to improve to move all questions to the full implementation stage.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

Based on analysis, the district continues to struggle to get parents engagement at meetings, though there was an increase in parents completing the LCAP survey. The district will continue to engage parents and encourage involvement in all aspects of their students school experience. The actions from the previous LCAP will remain, with the addition of an action related to drug prevention which will offer more support for parents and students, as this was an area of concern from parent meetings and survey results.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Introduction

LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and
- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

KJUHSD conducted a survey in the spring to all students in the district which garnered a total of 863 responses. Students were asked a variety of questions to gather information about views on school climate, including safety, academic rigor, opportunities for extracurricular participation, teaching strategies, student connectedness and providing resources for personal issues. In the area of school safety, 90% of the students feel safe on campus, an increase of 6% from the previous year. In comparing grade levels, ninth (90%) and eleventh (85%) graders feel the least safe, with tenth (91%) and twelfth (94%) graders feeling the safest. A total of 73% of the students feel connected to school, which is an increase of 9% from the previous year. In comparing grade level, the eleventh (70%) and twelfth (71%) graders rated the district the lowest, with ninth (77%) scoring the highest and then tenth (72%). A total of 85% of the students feel the district provides resources for personal issues, which is an increase of 7% from the previous year. In comparing grade level, the eleventh (83%) and ninth (84%) graders rated the district the lowest, with tenth (87%) scoring the highest and then twelfth (86%). Results from the 9th grade mentor program showed 76% of 9th grade students felt the program helped the transition to high school, a 10% increase from the previous year. 70% of the 9th grade students felt their mentor cared and supported them, an increase of 19% from the previous year. 86% of 9th grade students felt the school should keep the mentor program, a 6% increase from the previous year. Overall results towards specific issues being a major issue on campus all declined. The students rated the following issues as a major issue: Bullying (4%) a decrease of 1%, Fights on campus (2%) a decrease of 7%, Drugs (10%) a decrease of 8%, and Weapons (1%) a decrease of 2%.

Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

Overall student results showed an increase in all survey areas related to school safety and feeling connected. The district committed to continue to support safety and school connectedness by including more school tutoring opportunities including lunch tutorials; after school transportation for tutoring and sports; 24/7 online tutoring; and the hiring of a school resource officer. To support student emotional needs, the district contracted for 4 full time mental health professionals which was an increase of 1 person more than expected, in addition to a program that helps connects families to counseling outside of school. These supports demonstrated effectiveness by the increase in all of the metrics, in addition to educational partner feedback that noted the positives of the changes in the district.

Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

In analyzing the current data by grade level, shows that there is some noted concerns. First, students become less connected as they stay in school. This could also be a reflection of the mentor program that connects ninth graders with older students and helps get these students connected. The second concern is though we increased student feeling of connectedness to 73%, the district would like to see this grow to 80% or higher. Data also shows that attendance issues become an issue as students get older and this could lead to feeling less connected. The district will continue to implement the plan that was in place last year with a new focus on attendance and getting students back on campus everyday, in addition to a focus on drug prevention. The addition of this focus in our plan the district expects our numbers to continue to improve.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

A broad course of study includes the adopted courses specified in the California Education Code for grades 9 to 12, namely in the following areas: English; social sciences; foreign language or languages; physical education; science; mathematics; visual and performing arts; applied arts; Career Technical Education. KJUHSD offers courses in all areas required by the California Education Code. To ensure KJUHSD is meeting the needs of the students, courses are reviewed yearly, collects input from educational partners through meetings and surveys on need for classes and talk with students about what type of classes students are interested in. To ensure the fewest number of student conflicts and student access to a broad course of study, master scheduling is student-focused and not teacher-focused.

- Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

During the 2022-23 school year, Kingsburg High School students had access to 9 AP classes (with 15 sections), 4 honor classes (with 6 sections), 19 fine/performing arts classes (with 26 sections), and 29 CTE classes (with 54 sections). All students are given access to classes, though some classes may have prerequisites. All AP classes are open to all students and ROP classes may be limited due to grade level requirements. During the 2023-24 school year, Oasis High School students had access to all state- required courses and had access to 1 ROP class on campus. During the 2023-24 school year, Kingsburg Independent Study High School students had access to all state-required courses, including A-G courses. Students in good standing are able to take courses (both electives and core classes) on the KHS campus.

- Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

KJUHSD strives to provide access to a broad course of study for all students. The district continues to look for new classes to offer students to help prepare them for college and career. The largest barrier to KJUHSD is the size of the student population and the ability of the district to offer more AP and CTE classes without taking away from other elective classes. Engagement partners want the district to explore the possibility of more academic dual enrolled classes, but a barrier is having qualified teachers to teach dual enrolled classes.

- In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

The district continues to explore new course options for students. During the 2023-24 school year students at Kingsburg High School and Oasis High School had one new course options, ROP Intro to Graphic Design. The district will offer an advanced course for Graphic Design next year. The district is exploring ways to incorporate more dual enrolled classes moving forward.

ISSUE: Presentation of Accounts Payable for the month of May 2024.

ACTION: Presentation of Accounts Payable for the month of May 2024.

RECOMMENDATION: Recommend approval.

FOR BOARD ACTION:

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

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
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- Resources--(Re)
09000: Supplemental & Concentration
11000: Lottery
14000: EPA
30100: Title I
31820: Comprehensive Support and Improvement
3213:ESSER III
3214:ESSER III (20%)
3218:ELO (FEDERAL)
3219:ELO (FEDERAL)
33100: Special Education
35500: Carl Perkins Grant
40350: Title II
41270: ESSA: Title IV
62660: Educator Effectiveness Block Grant
63000: Lottery
63870: Career Technical Education (VROP)
63880: Strong Workforce Program
65000: Special Education
67620: Arts, Music & Instructional Materials Block Grant
70100: Ag Incentive Grant
74120:A-G-Access Grant
74350: Learning Recovery Emergency Block Grant
81500: Ongoing Major Maintenance

Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount
0100-General Fund					
12-ACSA	512645851	PO-240009	ANNUAL DUES	0100-00000-0-0000-7300-530000-000-9978	674.00
					Warrant Total: 674.00
					Vendor Total: 674.00
1253-AMAZON.COM LLC	512637492	PO-241050	SUPPLIES	0100-00000-0-0000-7300-430000-000-0000	244.20
		PO-241050	SUPPLIES	0100-00000-0-0000-7300-430000-000-0000	147.37
		CM-240028	RETURN	0100-00000-0-0000-7300-430000-000-0000	(244.20)
		PO-240159	SUPPLIES-LIBRARY	0100-09000-0-1110-1000-430000-001-0107	231.02
		PO-241000	SUPPLIES-AG MECH	0100-00000-0-1132-1000-430000-001-1132	399.70
		PO-241161	SUPPLIES-SCI	0100-63000-0-1110-1000-430000-001-1167	587.79
		PO-241128	SUPPLIES-ENGLISH/CUSTODIAL	0100-63000-0-1110-1000-430000-001-1143	136.61
		PO-241137	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	70.82
		PO-241137	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	119.80
		PO-241140	SUPPLIES-TESTING	0100-00000-0-1110-1000-430000-001-9943	49.02
		PO-241160	SUPPLY-INK	0100-00000-0-1110-2420-430000-001-1167	297.02
		PO-241128	SUPPLIES-ENGLISH/CUSTODIAL	0100-00000-0-0000-8200-430006-000-0000	65.33
		PO-241137	SUPPLIES-ENGLISH	0100-00000-0-0000-8200-430006-000-0000	36.01
1253-AMAZON.COM LLC	cont----->	PO-241154	REPAIRS-FAUCET	0100-81500-0-0000-8100-560019-000-0000	32.68

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Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount
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	512640406	PO-241188	SUPPLIES-PBIS	0100-09000-0-1110-1000-430000-001-0201	243.14
		PO-240911	SUPPLIES-SUMMER BRIDGE	0100-32140-0-1110-1000-430000-000-0000	782.09
		PO-241193	SUPPLIES-DISTRICT	0100-00000-0-0000-7300-430000-000-0000	20.69
		PO-241193	SUPPLIES-DISTRICT	0100-00000-0-0000-7300-430000-000-0000	102.85
		PO-241197	SUPPLIES-TONER	0100-00000-0-1110-2420-430000-001-1132	589.55
		PO-241189	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	161.14
		PO-241193	SUPPLIES-DISTRICT	0100-00000-0-0000-7300-430000-000-0000	6.35
		PO-241158	SUPPLIES-ATHLETICS	0100-00000-0-1135-4200-430000-001-0000	235.06
		PO-241117	SUPPLIES-STUDY SKILLS	0100-09000-0-1110-1000-430000-001-0108	612.80
				Warrant Total:	2,753.67
	512642243	PO-241133	SUPPLIES-AG	0100-63000-0-1110-1000-430000-001-1132	486.48
		PO-241133	SUPPLIES-AG	0100-63000-0-1110-1000-430000-001-1132	1,033.77
		PO-241209	SUPPLIES-OHS	0100-63000-0-3200-1000-430000-002-0000	23.11
		PO-241211	SUPPLIES-OHS	0100-00000-0-1110-1000-430000-002-0000	35.72
		PO-241209	SUPPLIES-OHS	0100-63000-0-3200-1000-430000-002-0000	23.11
		CM-240031	REFUND	0100-00000-0-0000-7300-430000-000-0000	(91.96)
		PO-241242	HP 67XL/67 INK	0100-00000-0-1110-2420-430000-000-0307	200.04
		PO-241213	SUPPLY-PRINCIPAL	0100-00000-0-3200-2700-430000-002-0000	173.27
		PO-241223	SUPPLIES-SCI DEPT	0100-63000-0-1110-1000-430000-001-1167	37.50
		PO-241226	SUPPLIES-SCI DEPT	0100-63000-0-1110-1000-430000-001-1167	117.13
		PO-241229	SUPPLIES-SARB	0100-09000-0-1110-1000-430000-001-0208	343.04
		PO-241231	SUPPLIES-TECH DEPT	0100-00000-0-1110-2420-430000-000-0307	672.22
		PO-241240	SUPPLIES-MANUF.	0100-63870-3-7110-1000-430000-001-3019	426.10
		PO-241238	SUPPLIES-CLEANING	0100-00000-0-0000-8200-430006-000-0000	110.82
		CM-240029	RETURN	0100-00000-0-0000-8200-430010-000-0000	(47.20)
		CM-240030	RETURN	0100-00000-0-0000-8200-430010-000-0000	(94.40)
		PO-241052	GROUND SUPPLY	0100-00000-0-0000-8200-430010-000-0000	141.60
		PO-241219	SUPPLY-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	206.65
		PO-241234	SUPPLIES-TECH/ENGLISH	0100-63000-0-1110-1000-440000-001-0000	467.05
		PO-241235	OFFICE CHAIR	0100-00000-0-1110-1000-440001-001-0000	130.76
				Warrant Total:	4,394.81
	512643972	PO-241281	SUPPLY-SPEC ED	0100-65000-0-5760-1120-430000-001-0000	10.88
		PO-241254	SUPPLIES/PRINTER-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	272.15
		PO-241233	SUPPLIES-CONAPP	0100-30100-0-1110-1000-430000-001-3095	967.54
		PO-240091	SUPPLY-CTEIG	0100-63870-3-7110-1000-430000-001-3024	75.14
		PO-241265	EPSON 232 INK	0100-00000-0-1110-2420-430000-000-0307	22.83
		PO-241256	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	139.50
		PO-241257	PRINTER/TONER	0100-63000-0-1110-1000-430000-001-0000	409.18
		PO-241251	SUPPLIES-COMPUTER SCI	0100-63870-3-7110-1000-430000-001-3015	323.55
		PO-241251	SUPPLIES-COMPUTER SCI	0100-63870-3-7110-1000-430000-001-3015	525.12
		PO-241252	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	83.97
		CM-240034	REFUNDED	0100-63000-0-1110-1000-440000-001-0000	(403.19)

1253-AMAZON.COM LLC

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1253-AMAZON.COM LLC		PO-241254	SUPPLIES/PRINTER-ENGLISH	0100-63000-0-1110-1000-440000-001-1143	385.38
		PO-241257	PRINTER/TONER	0100-63000-0-1110-1000-440000-001-0000	403.19
		PO-241291	NON CAP FURNITURE	0100-00000-0-1110-1000-440000-001-0000	130.75
		PO-241291	NON CAP FURNITURE	0100-00000-0-1110-1000-440000-001-0000	130.75
			Warrant Total:		3,476.74
512645852		CM-240036	RETURN-DEFECTIVE	0100-63870-3-7110-1000-430000-001-3020	(163.41)
		PO-241210	SUPPLIES-OHS	0100-63000-0-3200-1000-430000-002-0000	199.17
		PO-241311	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	96.97
		PO-241329	SUPPLIES-BARISTA	0100-00000-0-1110-1000-430000-001-0000	26.14
		PO-241329	SUPPLIES-BARISTA	0100-00000-0-1110-1000-430000-001-0000	112.11
		PO-241055	SUPPLIES-AG FLORAL	0100-63870-3-7110-1000-430000-001-3020	163.41
		PO-241055	SUPPLIES-AG FLORAL	0100-63870-3-7110-1000-430000-001-3020	326.82
		PO-241210	SUPPLIES-OHS	0100-63000-0-3200-1000-430000-002-0000	43.14
			Warrant Total:		804.35
			Vendor Total:		13,602.74
583-AT&T	512640407	PO-240034	PHONES-OHS-FLEX	0100-00000-0-3200-8100-590004-002-0000	55.05
		PO-240034	PHONES-OHS-INT	0100-00000-0-3200-8100-590004-002-0000	55.05
		PO-240034	PHONES-I.S.-FLEX	0100-00000-0-3300-8100-590004-002-0000	31.75
		PO-240034	PHONES-I.S-INT	0100-00000-0-3300-8100-590004-002-0000	31.75
		PO-240034	PHONES-KHS-FA	0100-00000-0-1110-1000-590008-001-0000	29.00
		PO-240034	PHONES-KHS-FLEX	0100-00000-0-1110-1000-590008-001-0000	110.77
		PO-240034	PHONES-KHS-INT	0100-00000-0-1110-1000-590008-001-0000	515.69
			Warrant Total:		829.06
			Vendor Total:		829.06
61-AUTOMATED OFFICE SYSTEMS	512640408	PO-241190	COPIER-AG	0100-35500-0-3800-1000-560007-001-0000	48.70
		PO-241190	COPIER-AG	0100-70100-0-3800-1000-560007-001-0000	48.71
		PO-241190	COPIER-I.S.	0100-00000-0-3300-8100-560007-002-0000	100.51
			Warrant Total:		197.92
			Vendor Total:		197.92
939-A-Z BUS SALES INC.	512637491	PO-241153	BUS 7-FLAT REPAIR	0100-00000-0-1110-3600-560022-001-0000	550.00
			Warrant Total:		550.00
			Vendor Total:		550.00
2854-BAUTISTA, JUSTIN	512638333	PO-241169	MEALS 04/22/24	0100-00000-0-0000-7300-520000-000-0000	23.25
		PO-241169	MEALS 04/23/24	0100-00000-0-0000-7300-520000-000-0000	31.00
		PO-241169	MEALS 04/25/24	0100-00000-0-0000-7300-520000-000-0000	20.58
			Warrant Total:		74.83
			Vendor Total:		74.83

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2242-BELKORP AG LLC	512645073	PO-241324	GROUND REPAIR	0100-00000-0-0000-8200-560013-000-0000	2,771.29
				Warrant Total:	2,771.29
				Vendor Total:	2,771.29
1532-BIO CORPORATION	512642245	PO-241164	SUPPLIES-SCIENCE	0100-63000-0-1110-1000-430000-001-1167	246.01
		PO-241164	SUPPLIES-SCIENCE	0100-63000-0-1110-1000-430000-001-1167	473.66
				Warrant Total:	719.67
				Vendor Total:	719.67
221-BLICK ART MATERIALS LLC	512645074	PO-241261	SUPPLIES-ART	0100-63000-0-1110-1000-430000-001-1133	993.11
				Warrant Total:	993.11
				Vendor Total:	993.11
1686-BRADY INDUSTRIES	512642246	PO-240878	SUPPLIES-OPERATIONS	0100-81500-0-0000-8100-430006-000-0000	2,231.27
		PO-240878	SUPPLIES-OPERATIONS	0100-81500-0-0000-8100-430006-000-0000	3,334.97
		PO-240878	SUPPLIES-OPERATIONS	0100-81500-0-0000-8100-430006-000-0000	5,486.23
		PO-240878	SUPPLIES-OPERATIONS	0100-81500-0-0000-8100-430006-000-0000	408.65
		PO-240878	SUPPLIES-OPERATIONS	0100-81500-0-0000-8100-430006-000-0000	981.75
		PO-240878	SUPPLIES-OPERATIONS	0100-81500-0-0000-8100-430006-000-0000	1,687.32
		CM-240033	RETURN	0100-81500-0-0000-8100-430006-000-0000	(149.28)
				Warrant Total:	13,980.91
	512645075	PO-241326	CUSTODIAL SUPPLY	0100-81500-0-0000-8100-430006-000-0000	149.28
				Warrant Total:	149.28
				Vendor Total:	14,130.19
501-BUSINESS CARD	512640409	PO-241201	SUPPLY-PBIS	0100-09000-0-1110-1000-430000-001-0201	100.00
		PO-241098	SUPPLIES-S&C	0100-09000-0-1143-1000-430000-001-0109	21.00
		PO-241151	SUPPLIES-PUBLISHING	0100-63870-3-7110-1000-430000-001-3018	542.70
		PO-241049	CUSTODIAL SUPPLY	0100-00000-0-0000-8200-430006-000-0000	713.13
		PO-241104	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	117.74
		PO-240037	NYTIMES	0100-63000-0-1110-1000-430020-001-1143	4.00
		PO-241200	INNOVATIVE SCHOOL SUMMIT	0100-63880-0-7110-1000-520000-001-6394	214.29
		PO-241200	INNOVATIVE SCHOOL SUMMIT	0100-63880-0-7110-1000-520000-001-6394	657.00
		PO-241202	LODGING-CASBO CONF	0100-00000-0-0000-7300-520000-000-0000	975.38
		PO-241011	LODGING-CSADA CONF.	0100-00000-0-0000-2700-520000-001-0000	833.46
		PO-241141	LASERFICHE CONF-SHUTTLE	0100-00000-0-0000-7300-520000-000-0000	238.63
		PO-240036	CANVA PRO	0100-00000-0-1110-2420-580000-001-3010	33.92
		PO-241057	BOARD/SUPER. LUNCH	0100-00000-0-0000-7110-580000-000-0000	61.58
				Warrant Total:	4,512.83
				Vendor Total:	4,512.83

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107-BUSWEST-FRESNO	512645076	PO-241310	BUS MAINT	0100-00000-0-1110-3600-560005-001-0000	85.90
		PO-241310	BUS MAINT	0100-00000-0-1110-3600-560005-001-0000	129.86
Warrant Total:					215.76
Vendor Total:					215.76
106-CALIFORNIA ASSOCIATION FFA	512643973	PO-241295	LEADERSHIP PACKET	0100-35500-0-3800-1000-430000-001-0000	5.00
		PO-241295	LEADERSHIP PACKET	0100-70100-0-3800-1000-430000-001-0000	5.00
Warrant Total:					10.00
Vendor Total:					10.00
126-CATA	512645853	PO-241339	SUMMER CONF.	0100-35500-0-3800-1000-520000-001-0000	520.00
Warrant Total:					520.00
Vendor Total:					520.00
130-CDW GOVERNMENT INC.	512637493	PO-241143	NON CAP COMPUTER EQUIP	0100-63880-0-7110-1000-440002-001-6394	1,023.00
		PO-241143	NON CAP COMPUTER EQUIP	0100-63880-0-7110-1000-440002-001-6394	4,977.00
		PO-241143	NON CAP COMPUTER EQUIP	0100-63000-0-1110-1000-440002-001-3015	7,000.00
		PO-241143	NON CAP COMPUTER EQUIP	0100-63870-3-7110-1000-440002-001-3015	5,564.42
Warrant Total:					18,564.42
512643974	PO-240941	SUPPLIES-COMPUTER SCI	0100-63000-0-1110-1000-430000-001-0000	31.00	
		SUPPLIES-COMPUTER SCI	0100-63000-0-1110-1000-430000-001-0000	552.50	
Warrant Total:					583.50
Vendor Total:					19,147.92
2438-CINTAS CORPORATION	512640411	PO-240040	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	154.00
		PO-240040	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	154.00
		PO-240040	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	154.00
		PO-240040	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	154.00
		PO-240040	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	154.00
		PO-240040	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	562.26
		PO-240040	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	562.26
		PO-240040	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	562.26
		PO-240040	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	562.26
Warrant Total:					3,581.30
Vendor Total:					3,581.30
150-CITY OF KINGSBURG	512640412	PO-240042	UTILITIES-KHS	0100-00000-0-0000-8200-550009-000-0000	3,094.45
		PO-240042	UTILITIES-OHS	0100-00000-0-3200-8100-550009-002-0000	391.00
		PO-240042	UTILITIES-I.S.	0100-00000-0-3300-8100-550009-002-0000	391.00
Warrant Total:					3,876.45
1111-CITY OF KINGSBURG	512643975	PO-241275	AMBULANCE STAND BY	0100-00000-0-1135-4200-580000-001-0000	1,680.00
Warrant Total:					1,680.00

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1318-CITY OF KINGSBURG	512643976	PO-241279	QUARTERLY POOL	0100-00000-0-8100-5100-580000-000-9966	14,817.26
					Warrant Total: 14,817.26
					Vendor Total: 20,373.71
2628-CMS COMMUNICATIONS INC.	512645077	PO-241292	NON CAP EQUIPMENT	0100-00000-0-1110-2420-440000-000-0307	1,147.96
					Warrant Total: 1,147.96
					Vendor Total: 1,147.96
166-COMPREHENSIVE YOUTH SERVICES	512642247	PO-240012	2023-2024 STUDENT SERVICES	0100-32140-0-1110-1000-580000-000-3103	41,712.00
					Warrant Total: 41,712.00
					Vendor Total: 41,712.00
1852-CORSARO'S FAMILY PIZZA	512645854	PO-241332	FINANCIAL AID NIGHT	0100-09000-0-1110-1000-580000-000-0301	226.67
		PO-241334	AVID CELEBRATION NIGHT	0100-30100-0-1110-1000-580000-001-1700	470.77
					Warrant Total: 697.44
					Vendor Total: 697.44
2851-CPRTODAY INC.	512642248	PO-241215	COMP. BLS TRAINING	0100-00000-0-1110-1000-580000-001-7026	2,812.50
					Warrant Total: 2,812.50
					Vendor Total: 2,812.50
1616-CRESPIN, LISA	512645078	PO-241301	PARKING	0100-00000-0-0000-7300-520002-000-0000	5.00
		PO-241301	PARKING	0100-00000-0-0000-7300-520002-000-0000	5.00
					Warrant Total: 10.00
					Vendor Total: 10.00
1539-CSU-FRESNO FOUNDATION	512642249	PO-241228	AVID-TEAM BUILDING	0100-30100-0-1110-1000-580000-001-1700	2,200.00
					Warrant Total: 2,200.00
					Vendor Total: 2,200.00
2646-DBA: BACKSTAGE THEATRICAL	512640413	PO-240943	NON CAP EQUIP-LITTLE THEATER	0100-63870-3-7110-1000-430000-001-3017	11,346.88
					Warrant Total: 11,346.88
					Vendor Total: 11,346.88
1043-DBA: BETTS TRUCK PARTS & SERV	512645079	PO-241309	REPAIRS-BUS 3	0100-00000-0-1110-3600-560005-001-0000	3,022.85
					Warrant Total: 3,022.85
					Vendor Total: 3,022.85
2858-DBA: COLIBRI SYSTEM	512643977	PO-241249	SUPPLIES-LIBRARY	0100-09000-0-1110-1000-430000-001-0107	1,693.64
					Warrant Total: 1,693.64
					Vendor Total: 1,693.64

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2572-DBA: CORE TEAM	512643978	PO-241095	SUPPLIES-CUSTODIAL	0100-00000-0-0000-8200-430006-000-0000	691.07
					Warrant Total: 691.07
					Vendor Total: 691.07
1037-DBA: DANNY'S DIESEL REPAIR	512645080	PO-241312	BUS MAINT-BUS 2	0100-00000-0-1110-3600-560005-001-0000	280.00
					Warrant Total: 280.00
					Vendor Total: 280.00
2864-DBA: DUNN'S INC.	512645081	PO-241313	DG FOR BASEBALL AREA	0100-00000-0-0000-8200-430010-000-0000	888.94
					Warrant Total: 888.94
					Vendor Total: 888.94
2855-DBA: FASTSRPING	512640414	PO-241174	MANAGEMENT SOFTWARE	0100-09000-0-1110-2420-580000-000-0302	3,000.00
					Warrant Total: 3,000.00
					Vendor Total: 3,000.00
2860-DBA: FIREWORKS & STAGE FX	512643979	PO-241272	GRADUATION-FIREWORKS	0100-00000-0-1110-1000-580000-001-3200	2,500.00
					Warrant Total: 2,500.00
					Vendor Total: 2,500.00
2593-DBA: GOTTSCHALK MUSIC CENTER	512640415	PO-240721	EQUIPMENT	0100-67620-0-1156-1000-440000-001-0000	2,781.04
		PO-240721	EQUIPMENT	0100-67620-0-1156-1000-640000-001-0000	13,838.74
					Warrant Total: 16,619.78
	512642251	PO-240721	EQUIPMENT	0100-67620-0-1156-1000-440000-001-0000	7,390.68
					Warrant Total: 7,390.68
					Vendor Total: 24,010.46
2683-DBA: KCAPS	512645082	PO-241302	COMMUNITY HUBS-KHS SUPPLIES	0100-32140-0-1110-1000-580000-000-0023	160.42
		PO-241302	COMMUNITY HUBS-KHS-PAYROLL	0100-32140-0-1110-1000-580000-000-0023	9,032.01
					Warrant Total: 9,192.43
					Vendor Total: 9,192.43
2564-DBA: MARSHALL PHOTOGRAPHY	512645084	PO-241317	INCOMMING FRESHMAN VIDEO	0100-00000-0-0000-2700-580000-001-0000	250.00
					Warrant Total: 250.00
					Vendor Total: 250.00
1305-DBA: NAPA AUTO PARTS	512640416	PO-241185	SUPPLIES-TRANSPORTATION	0100-00000-0-1110-3600-430024-001-0000	669.49
					Warrant Total: 669.49
					Vendor Total: 669.49
2618-DBA: NICK'S CUSTOM GOLF CARS	512645085	PO-241300	SUPPLY-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	265.35
					Warrant Total: 265.35
					Vendor Total: 265.35

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691-DBA: SARGENT WELCH	512642252	PO-241163	SUPPLIES-SCI	0100-63000-0-1110-1000-430000-001-1167	36.20
		PO-241163	SUPPLIES-SCI	0100-63000-0-1110-1000-430000-001-1167	111.00
		PO-241163	SUPPLIES-SCI	0100-63000-0-1110-1000-430000-001-1167	248.41
		PO-241163	SUPPLIES-SCI	0100-63000-0-1110-1000-430000-001-1167	19.62
				Warrant Total:	415.23
				Vendor Total:	415.23
2551-DBA: SCHOOL DATEBOOKS	512643980	PO-240547	SUPPLIES-AVID	0100-30100-0-1110-1000-430000-001-1700	309.92
					Warrant Total:
				Vendor Total:	309.92
2768-DBA: SCRIBBLES SOFTWARE	512642253	PO-240242	SUBSCRIPTION	0100-00000-0-0000-7300-580000-000-9926	162.17
					Warrant Total:
				Vendor Total:	162.17
660-DBA: SIGN RANCH	512637494	PO-241173	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0000	287.58
					Warrant Total:
				Vendor Total:	287.58
2744-DBA: SILVERFOX ELECTRIC INC.	512642254	PO-241180	REPAIRS-WRESTLING ROOM	0100-81500-0-0000-8100-560019-000-0000	1,274.97
					Warrant Total:
	512645086	PO-241319	REPAIRS-SUMP PUMP	0100-81500-0-0000-8100-560019-000-0000	165.00
				Warrant Total:	165.00
				Vendor Total:	1,439.97
2842-DBA: SUPERIOR AUTO GLASS	512645087	PO-241318	WINDSHIELD REPAIR BUS 6	0100-00000-0-1110-3600-560005-001-0000	170.00
					Warrant Total:
				Vendor Total:	170.00
2856-DBA: TOP YOUTH SPEAKERS	512642255	PO-241220	GUEST SPEAKER	0100-32140-0-1110-1000-580000-000-0000	2,980.00
					Warrant Total:
				Vendor Total:	2,980.00
2533-DBA: TURF TANK	512645088	PO-241304	EQUIPMENT SUBSCRIPTION	0100-00000-0-0000-8200-560000-000-0000	2,724.38
					Warrant Total:
				Vendor Total:	2,724.38
1715-DBA: U.S. BANK EQUIPMENT	512637495	PO-240055	COPIER LEASE	0100-00000-0-3200-8100-560008-002-0000	306.65
		PO-240055	COPIER LEASE	0100-00000-0-1110-1000-560008-001-0000	965.83
		PO-240055	COPIER LEASE	0100-00000-0-1110-1000-560008-001-0000	2,238.43
				Warrant Total:	3,510.91
				Vendor Total:	3,510.91

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1757-DBA: VALLEY VET SUPPLY	512643981	PO-241243	SUPPLIES-AG	0100-35500-0-3800-1000-430000-001-0000	705.88
		PO-241243	SUPPLIES-AG	0100-70100-0-3800-1000-430000-001-0000	705.88
					Warrant Total: 1,411.76
					Vendor Total: 1,411.76
2560-DBA: VECTOR SOLUTIONS	512643982	PO-240977	SUBSCRIPTION-SPEC ED	0100-32180-0-1110-1000-580000-001-0000	1,125.51
					Warrant Total: 1,125.51
					Vendor Total: 1,125.51
835-DBA: VILLAGE TIRE SALES	512645089	PO-241328	TIRES-BUS 1	0100-00000-0-1110-3600-430021-001-0000	1,773.38
		PO-241327	GROUND REPAIR	0100-00000-0-0000-8200-560013-000-0000	79.21
					Warrant Total: 1,852.59
					Vendor Total: 1,852.59
2801-DBA: YOU-BE'S U-BAKE PIZZA	512645090	PO-241298	PIZZA-VIKING OF THE MONTH	0100-09000-0-1110-1000-580000-001-0201	651.00
					Warrant Total: 651.00
					Vendor Total: 651.00
2425-DBA:BAKER SUPPLIES AND REPAIRS	512643983	PO-241280	SUPPLY-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	41.33
		PO-241280	SUPPLY-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	97.43
		PO-241280	SUPPLY-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	608.16
					Warrant Total: 746.92
					Vendor Total: 746.92
2220-ELECTRIC MOTOR SHOP & SUPPLY	512642256	PO-241186	SUPPLY-MAINT	0100-81500-0-0000-8100-430018-000-0000	80.61
					Warrant Total: 80.61
					Vendor Total: 80.61
2041-ENFINITY CENTRALVAL7 KJUHSD	512640418	PO-241175	SOLAR	0100-11000-0-0000-8200-550001-000-0005	16,683.43
					Warrant Total: 16,683.43
					Vendor Total: 16,683.43
1261-ENNS, MIKE	512642257	PO-240045	COMPUTER SERVICE	0100-00000-0-1110-2420-580000-000-0307	1,800.00
					Warrant Total: 1,800.00
					Vendor Total: 1,800.00
1954-FCSS SPECIAL PROJECTS	512643984	PO-240077	PROFESSIONAL LEARNING	0100-09000-0-1110-1000-580000-001-0403	2,200.00
					Warrant Total: 2,200.00
					Vendor Total: 2,200.00
1635-FCSS-LEGAL SERVICES DEPARTMENT	512645855	PO-241336	LEGAL SERVICES	0100-00000-0-0000-7300-580018-000-0000	285.00
					Warrant Total: 285.00
					Vendor Total: 285.00

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1155-FLINN SCIENTIFIC INC.	512642258	PO-241162	SUPPLIES-SCIENCE	0100-63000-0-1110-1000-430000-001-1167	1,311.35	
		PO-241162	SUPPLIES-SCIENCE	0100-63000-0-1110-1000-430000-001-1167	282.35	
					Warrant Total:	1,593.70
					Vendor Total:	1,593.70
2501-FLORAL SUPPLY SYNDICATE	512637496	PO-241058	SUPPLIES-AG FLORAL	0100-63870-3-7110-1000-430000-001-3020	817.17	
					Warrant Total:	817.17
					Vendor Total:	817.17
335-GRADUATE SERVICES	512637497	PO-241123	SERVICE-GRADUATION	0100-00000-0-1110-1000-580000-001-3200	3,011.33	
					Warrant Total:	3,011.33
	512645856	PO-241330	SUPPLIES-GRADUATION	0100-00000-0-1110-1000-430000-001-3200	2,316.37	
				Warrant Total:	2,316.37	
					Vendor Total:	5,327.70
2764-GRANGE ENTERPRISES LLC	512645091	PO-241315	REPAIRS	0100-81500-0-0000-8100-560019-000-0000	1,239.87	
		PO-241314	MAINT. CONTRACT	0100-81500-0-0000-8100-580000-000-0000	838.00	
					Warrant Total:	2,077.87
					Vendor Total:	2,077.87
1850-LAWRENCE TRACTOR COMPANY INC.	512645092	CM-240035	REFUND	0100-00000-0-0000-8200-560013-000-0000	(652.36)	
		PO-241323	REPAIRS-GROUNDS	0100-00000-0-0000-8200-560013-000-0000	40.26	
		PO-241323	REPAIRS-GROUNDS	0100-00000-0-0000-8200-560013-000-0000	96.55	
		PO-241323	REPAIRS-GROUNDS	0100-00000-0-0000-8200-560013-000-0000	294.70	
		PO-241323	REPAIRS-GROUNDS	0100-00000-0-0000-8200-560013-000-0000	721.92	
					Warrant Total:	501.07
					Vendor Total:	501.07
476-LOZANO SMITH LLP	512642259	PO-241245	LEGAL SERVICES	0100-00000-0-0000-7300-580018-000-0000	308.00	
		PO-241245	LEGAL SERVICES	0100-00000-0-0000-7300-580018-000-0000	847.00	
					Warrant Total:	1,155.00
					Vendor Total:	1,155.00
479-LUND, ROBIN	512643986	PO-241273	SUPPLIES-CONAPP	0100-30100-0-1110-1000-430000-001-3095	75.00	
		PO-241273	SUPPLIES-CONAPP	0100-30100-0-1110-1000-430000-001-3095	50.00	
		PO-241273	SUPPLIES-CONAPP	0100-30100-0-1110-1000-430000-001-3095	200.00	
		PO-241274	SUPPLIES-SUP INTERVIEWS	0100-00000-0-0000-7110-430000-000-0000	25.17	
		PO-241273	SUPPLIES-CONAPP	0100-30100-0-1110-1000-430000-001-3095	37.42	
					Warrant Total:	387.59
					Vendor Total:	387.59

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1018-MARTENS CHEVROLET	512645093	PO-241320	REPAIRS-VEHICLES	0100-00000-0-1110-3600-560022-001-0000	273.02
		PO-241320	REPAIRS-2014 CHEVY 68165	0100-00000-0-1110-3600-560022-001-0000	3,113.33
		PO-241320	REPAIRS-2013 CHEVY 26830	0100-00000-0-1110-3600-560022-001-0000	3,113.33
		PO-241320	REPAIRS-2014 CHEVY 19961	0100-00000-0-1110-3600-560022-001-0000	3,113.33
Warrant Total:					9,613.01
Vendor Total:					9,613.01
2255-MID VALLEY DISPOSAL LLC	512643987	PO-241294	REFUSE/WASTE	0100-00000-0-0000-8200-550008-000-0000	57.50
					Warrant Total:
Vendor Total:					57.50
2083-MONOPRICE INC.	512643988	PO-241258	SUPPLIES-TECH	0100-00000-0-1110-2420-430000-000-0307	748.32
					Warrant Total:
Vendor Total:					748.32
533-MYNDERUP, RICHARD	512642261	PO-241206	FUEL-FULLERTON JAZZ FESTIVAL	0100-00000-0-1110-3600-430009-001-0000	40.00
		PO-241206	FUEL-FULLERTON JAZZ FESTIVAL	0100-00000-0-1110-3600-430009-001-0000	114.51
Warrant Total:					154.51
Vendor Total:					154.51
2298-NAVARRO, ROBERT	512643989	PO-241268	D.O.T. PHYSICAL	0100-00000-0-1110-3600-580025-001-0000	75.00
					Warrant Total:
Vendor Total:					75.00
547-NELSON'S ACE HARDWARE	512640419	PO-241168	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	468.60
		PO-241168	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0000	205.43
Warrant Total:					674.03
Vendor Total:					674.03
551-NEW ENGLAND SHEET METAL AND	512645094	PO-241322	REPAIRS-SPLIT IT ROOM/WING 20	0100-81500-0-0000-8100-560019-000-0000	470.00
		Warrant Total:	470.00		
512645857	PO-241335	REPAIRS-HVAC/LITTLE THEATER	0100-81500-0-0000-8100-560019-000-0000	3,518.19	
				Warrant Total:	3,518.19
Vendor Total:					3,988.19
568-OFFICE DEPOT INC.	512637498	PO-241051	SUPPLIES-DISTRICT	0100-00000-0-0000-7300-430000-000-0000	136.91
		PO-241125	SUPPLIES-SOC SCI	0100-63000-0-1110-1000-430000-001-1170	184.18
		PO-241122	SUPPLIES-STUDY SKILLS	0100-09000-0-1110-1000-430000-001-0108	81.39
		PO-241101	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	287.26
		PO-241108	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	296.97
		PO-241109	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	8.76
568-OFFICE DEPOT INC.	512637498	PO-241109	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	548.61
		PO-241114	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	8.71

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568-OFFICE DEPOT INC.		PO-241114	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	36.47
		PO-241114	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	613.38
		PO-240991	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	8.89
		PO-240991	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	143.19
			Warrant Total:		2,354.72
512638334		PO-241102	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	311.73
		PO-241157	SUPPLIES-SCIENCE	0100-63000-0-1110-1000-430000-001-1167	394.59
		PO-241159	SUPPLY-INK	0100-00000-0-1110-2420-430000-001-1167	100.03
		PO-241102	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	8.71
		PO-241102	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	248.43
		PO-241102	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	4.56
		PO-240998	PRINTER/TONER	0100-00000-0-3200-1000-430000-002-0000	122.04
		PO-240998	PRINTER/TONER	0100-00000-0-3200-1000-430000-002-0000	463.55
		PO-241129	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	2.44
		PO-241129	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	5.00
		PO-241129	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	11.97
		PO-241129	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	319.73
		PO-241156	SUPPLIES-SARB	0100-09000-0-1110-1000-430000-001-0208	226.25
		PO-240998	PRINTER/TONER	0100-00000-0-3200-1000-440000-002-0000	536.69
			Warrant Total:		2,755.72
512640420		PO-241147	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-0000	18.86
		PO-241171	SUPPLIES-INK	0100-00000-0-1110-2420-430000-001-0000	100.03
		PO-241167	SUPPLY-SCHOLARSHIPS	0100-00000-0-1110-1000-430000-001-3200	150.41
		PO-241147	SUPPLIES-SPANISH	0100-00000-0-0000-8200-430006-000-0000	35.84
			Warrant Total:		305.14
512642262		PO-241194	SUPPLIES-DISTRICT	0100-00000-0-0000-7300-430000-000-0000	3.53
		PO-241194	SUPPLIES-DISTRICT	0100-00000-0-0000-7300-430000-000-0000	433.97
			Warrant Total:		437.50
512643990		PO-241198	SUPPLIES-TONER	0100-00000-0-1110-2420-430000-001-1132	73.17
		PO-241130	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	8.00
		PO-241130	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	21.46
		PO-241130	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	218.20
			Warrant Total:		320.83
512645095		PO-241217	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-1145	17.39
		PO-241217	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-1145	31.28
		PO-241217	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-1145	47.19
		PO-241217	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-1145	559.19
		PO-241221	SUPPLIES-SCI. DEPT	0100-63000-0-1110-1000-430000-001-1167	32.66
		PO-241221	SUPPLIES-SCI. DEPT	0100-63000-0-1110-1000-430000-001-1167	117.58
		PO-241212	SUPPLIES-OHS	0100-00000-0-1110-1000-430000-002-0000	56.21
		PO-241214	SUPPLIES-OHS	0100-63000-0-3200-1000-430000-002-0000	157.88
		PO-241216	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-1145	32.68
		PO-241216	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-1145	37.99

568-OFFICE DEPOT INC. cont----->

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568-OFFICE DEPOT INC.		PO-241216	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-1145	350.07
		PO-241217	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-1145	15.64
		PO-241222	SUPPLIES-SCI. DEPT	0100-63000-0-1110-1000-430000-001-1167	3.84
		PO-241222	SUPPLIES-SCI. DEPT	0100-63000-0-1110-1000-430000-001-1167	167.02
		PO-241236	TONER	0100-00000-0-1110-2420-430000-000-0307	57.70
		PO-241248	910XL INK	0100-00000-0-0000-2700-430000-001-0000	282.01
		PO-241250	SUPPLIES-REGISTRAR	0100-00000-0-1110-1000-430000-001-0000	16.06
		PO-241250	SUPPLIES-REGISTRAR	0100-00000-0-1110-1000-430000-001-0000	48.93
		PO-241237	SUPPLIES-CLEANING	0100-00000-0-0000-8200-430006-000-0000	11.25
		PO-241237	SUPPLIES-CLEANING	0100-00000-0-0000-8200-430006-000-0000	62.07
Warrant Total:					2,104.64
Vendor Total:					8,278.55
2786-ORTIZ, KRISTY	512638335	PO-241183	MEALS 04/22/24	0100-00000-0-0000-7300-520000-000-0000	23.25
		PO-241183	MEALS 04/23/24	0100-00000-0-0000-7300-520000-000-0000	31.00
		PO-241183	MEALS 04/25/24	0100-00000-0-0000-7300-520000-000-0000	23.25
		Warrant Total:			
Vendor Total:					77.50
579-OSBORNE, KAREN	512638336	PO-241170	MEALS 04/22/24	0100-00000-0-0000-7300-520000-000-0000	23.25
		PO-241170	MEALS 04/25/24	0100-00000-0-0000-7300-520000-000-0000	23.25
		Warrant Total:			
Vendor Total:					46.50
584-PACIFIC GAS & ELECTRIC CO.	512640421	PO-241176	UTILITIES-KHS/NON SOLAR	0100-00000-0-0000-8200-550001-000-0000	11,486.26
		PO-241176	UTILITIES-KHS/SOLAR	0100-00000-0-0000-8200-550001-000-0000	34,418.38
		PO-241176	UTILITIES-OHS/SOLAR	0100-00000-0-3200-8100-550001-002-0000	13.14
		PO-241176	UTILITIES-I.S./SOLAR	0100-00000-0-3300-8100-550001-002-0000	13.15
		Warrant Total:			
Vendor Total:					45,930.93
585-PACIFIC WEST CONTROLS INC.	512640422	PO-240048	HVAC MAINT/SERVICE	0100-81500-0-0000-8100-560010-000-0000	150.00
		Warrant Total:			
Vendor Total:					150.00
2857-PATHWAY INNOVATIONS INC.	512642263	PO-241247	SUPPLY-TECH	0100-00000-0-1110-2420-430000-000-0307	124.73
		Warrant Total:			
Vendor Total:					124.73

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2124-PETERSON, KERRY	512640423	PO-241195	POSTAGE-SCHOLARSHIP APPS	0100-00000-0-1110-1000-590010-001-0000	13.46	
	Warrant Total:					13.46
	512645858	PO-241333	AVID CELBRATION NIGHT	0100-30100-0-1110-1000-430000-001-1700	22.67	
Warrant Total:					22.67	
Vendor Total:					36.13	
2160-PHELAN, RYAN	512643991	PO-241270	CSADA CONF-MEALS 04/11/24	0100-00000-0-0000-2700-520002-000-0000	20.42	
		PO-241270	CSADA CONF-MEALS 04/12/24	0100-00000-0-0000-2700-520002-000-0000	29.10	
		PO-241270	CSADA CONF-MEALS 04/13/24	0100-00000-0-0000-2700-520002-000-0000	50.37	
		PO-241270	CSADA CONF-PARKING	0100-00000-0-0000-2700-520002-000-0000	60.00	
		PO-241270	CSADA CONF-UBER	0100-00000-0-0000-2700-520002-000-0000	99.73	
		PO-241270	CSADA CONF-AIRFARE	0100-00000-0-0000-2700-520002-000-0000	466.20	
	Warrant Total:					725.82
Vendor Total:					725.82	
2314-PRESENCE LEARNING INC.	512642264	PO-240071	TELE THERAPY	0100-65000-0-5760-3120-580000-001-9910	4,544.10	
	Warrant Total:					4,544.10
Vendor Total:					4,544.10	
657-ROBERT V. JENSEN INC	512637499	PO-241172	FUEL- APRIL 1-15	0100-00000-0-1110-3600-430009-001-0000	1,440.63	
		PO-241172	FUEL- APRIL 1-15/SARB	0100-09000-0-1110-1000-430009-001-0208	90.71	
	Warrant Total:					1,531.34
	512640424	PO-241204	FUEL- APRIL 16-30	0100-00000-0-1110-3600-430009-001-0000	1,235.47	
		PO-241204	FUEL- APRIL 16-30/SARB	0100-09000-0-1110-1000-430009-001-0208	137.16	
	Warrant Total:					1,372.63
	512643992	PO-241293	FUEL-MAY 1-15	0100-00000-0-1110-3600-430009-001-0000	1,241.92	
		PO-241293	FUEL-MAY 1-15/SARB	0100-09000-0-1110-1000-430009-001-0208	169.17	
	Warrant Total:					1,411.09
	Vendor Total:					4,315.06
2852-ROSETTA STONE LLC	512645096	PO-241107	SUBSCRIPTION	0100-09000-0-1143-1000-580000-001-0109	2,295.00	
	Warrant Total:					2,295.00
Vendor Total:					2,295.00	
693-SCANTRON CORPORATION	512645859	PO-241325	882-E ANSWER SHEETS	0100-63000-0-1110-1000-430000-001-0000	690.37	
	Warrant Total:					690.37
Vendor Total:					690.37	
1476-SCHOOL SAVERS CORPORATION	512640425	PO-241116	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	386.04	
	Warrant Total:					386.04
Vendor Total:					386.04	

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700-SCHOOL SERVICES OF CALIFORNIA	512640426	PO-240786	WEBINARS-E. VARGAS	0100-00000-0-0000-7300-520000-000-0000	195.00
		PO-240786	WEBINARS-E. VARGAS	0100-00000-0-0000-7300-520000-000-0000	275.00
Warrant Total:					470.00
Vendor Total:					470.00
724-SISC III	512638337	PV-240016	BOARD	0100-00000-0-0000-7110-340200-000-0000	7,960.80
		PV-240016	BC-RETIREE*	0100-00000-0-0000-7110-340200-000-0000	2,027.20
		PV-240016	BS-RETIREE*	0100-00000-0-0000-7110-370200-000-0000	2,304.60
		PV-240016	RS-RETIREE*	0100-00000-0-0000-8200-370200-000-0000	2,326.60
		PV-240016	JH-RETIREE	0100-00000-0-0000-8200-370200-000-0000	1,994.60
		PV-240016	LC-RETIREE	0100-00000-0-0000-3130-370200-000-0000	1,848.60
		PV-240016	STAFF	0100-00010-0-0000-0000-951400-000-0000	172,416.50
Warrant Total:					190,878.90
Vendor Total:					190,878.90
1618-SITE ONE LANDSCAPE SUPPLY	512645860	PO-241305	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	577.59
		Warrant Total:			
Vendor Total:					577.59
2806-SMARTSHEET INC.	512640427	PO-241149	SMARTSHEET SOFTWARE: EDU PACKAGE	0100-00000-0-0000-7300-580000-000-9981	2,532.10
		Warrant Total:			
Vendor Total:					2,532.10
2701-SMITH, THERESA	512643994	PO-241296	SUPPLIES-VIKING OF THE MONTH	0100-09000-0-1110-1000-430000-001-0201	59.57
		PO-241296	SUPPLIES-VIKING OF THE MONTH	0100-09000-0-1110-1000-430000-001-0201	17.97
		PO-241269	CATERING-STAFF MEETING	0100-09000-0-1110-1000-580000-000-0301	1,114.95
Warrant Total:					1,192.49
Vendor Total:					1,192.49
2822-STAHLS' SCS INC.	512642265	PO-241207	SUPPLIES-WBL/GRAPHIC DESIGN	0100-63880-5-7110-1000-430000-001-6396	114.97
		PO-241207	SUPPLIES-WBL/GRAPHIC DESIGN	0100-63880-5-7110-1000-430000-001-6396	321.35
Warrant Total:					436.32
Vendor Total:					436.32
740-STATE OF CALIFORNIA	512640428	PO-240051	FINGERPRINTING	0100-00000-0-0000-7300-580015-000-0000	94.00
		Warrant Total:			
Vendor Total:					94.00
755-SYSCO CENTRAL CALIFORNIA INC.	512638338	PO-241182	INTERVENTION SNACKS	0100-09000-0-1110-1000-430000-001-0201	156.69
		Warrant Total:			
Vendor Total:					156.69

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758-TCM INVESTMENTS	512640429	PO-240591	COPIER RENTAL-AG	0100-70100-0-3800-1000-560008-001-0000	46.32	
		PO-240591	COPIER RENTAL-AG	0100-35500-0-3800-1000-560008-001-0000	46.31	
		PO-240591	COPIER RENTAL-I.S.	0100-00000-0-3300-8100-560008-002-0000	72.76	
					Warrant Total:	165.39
				Vendor Total:	165.39	
774-THE GAS COMPANY	512640430	PO-241177	NATURAL GAS	0100-00000-0-0000-8200-550003-000-0000	890.28	
					Warrant Total:	890.28
					Vendor Total:	890.28
779-THE HOME DEPOT	512640431	PO-241152	SUPPLIES-MANUF	0100-63870-3-7110-1000-430000-001-3019	1,288.91	
		PO-241134	SUPPLIES-AG	0100-63000-0-1110-1000-430000-001-1132	355.98	
		PO-241134	SUPPLIES-AG	0100-63000-0-1110-1000-430000-001-1132	255.32	
		PO-241134	SUPPLIES-AG	0100-70100-0-3800-1000-430000-001-0000	355.99	
		PO-241134	SUPPLIES-AG	0100-70100-0-3800-1000-430000-001-0000	255.33	
						Warrant Total:
				Vendor Total:	2,511.53	
2173-THE LINCOLN ELECTRIC COMPANY	512642266	PO-241028	SUPPLIES-CTEIG/AG	0100-63870-3-7110-1000-430000-001-1132	980.78	
		PO-241028	SUPPLIES-CTEIG/AG	0100-63870-3-7110-1000-430000-001-1132	980.78	
		PO-241028	SUPPLIES-CTEIG/AG	0100-63870-3-7110-1000-430000-001-1132	576.88	
						Warrant Total:
				Vendor Total:	2,538.44	
2859-THRIVING STUDENTS COLLECTIVE	512642267	PO-241263	THRIVING STUDENTS BUNDLE	0100-74350-0-1110-1000-580000-001-0000	45,399.00	
					Warrant Total:	45,399.00
					Vendor Total:	45,399.00
2482-USPS-POC	512640432	PO-241203	POSTAGE	0100-00000-0-1110-1000-590010-001-0000	3,000.00	
					Warrant Total:	3,000.00
					Vendor Total:	3,000.00
828-VALLEY IRON INC	512637500	PO-240094	SUPPLIES-SWP/WELDING	0100-63880-0-7110-1000-430000-001-6395	3,043.82	
					Warrant Total:	3,043.82
	512643995	PO-240983	SUPPLIES-AG MECH	0100-00000-0-1132-1000-430000-001-0010	1,919.01	
					PO-240983	SUPPLIES-AG MECH
					Warrant Total:	1,957.15
	512645097	PO-240094	SUPPLIES-SWP/WELDING	0100-63880-0-7110-1000-430000-001-6395	1,432.48	
				Warrant Total:	1,432.48	
				Vendor Total:	6,433.45	

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994-VALLEY R.O.P.	512637501	PO-240428	DRIVER	0100-63870-3-7110-1000-580000-001-6350	529.78
		PO-240429	HEALTH SCI/MEDICAL TECH	0100-00000-0-1135-4200-580000-000-0204	3,779.76
		PO-240430	MULTI MEDIA & GRAPHIC DESIGN	0100-67700-0-1110-1000-580000-000-3027	9,115.74
		PO-240431	MANUFACTURING/CONST.	0100-00000-0-1110-1000-580000-001-6350	11,339.01
Warrant Total:					24,764.29
Vendor Total:					24,764.29
2772-VARGAS, ELSA	512645098	PO-241308	MEALS-04/22/24	0100-00000-0-0000-7300-520002-000-0000	23.25
		PO-241308	MEALS-04/23/24	0100-00000-0-0000-7300-520002-000-0000	31.00
		PO-241308	MEALS-04/25/24	0100-00000-0-0000-7300-520002-000-0000	23.25
Warrant Total:					77.50
Vendor Total:					77.50
2838-VARITRONICS LLC	512640433	PO-241166	SUPPLY-LIBRARY	0100-09000-0-1110-1000-430000-001-0107	472.12
		Warrant Total:			
Vendor Total:					472.12
2151-VERIZON WIRELESS	512642268	PO-240057	CELL PHONE-ADMIN	0100-00000-0-0000-7300-590006-000-0000	762.35
		PO-240057	HOT SPOTS-KHS	0100-09000-0-1110-1000-590008-001-0302	5,193.65
		PO-240057	HOT SPOTS-OHS	0100-09000-0-1110-1000-590008-002-0302	1,482.39
Warrant Total:					7,438.39
Vendor Total:					7,438.39
2321-WESTAIR GASES & EQUIPMENT INC.	512642269	PO-241199	SUPPLIES-CTEIG/AG	0100-63870-3-7110-1000-430000-001-1132	293.69
		PO-241199	SUPPLIES-CTEIG/AG	0100-70100-0-3800-1000-430000-001-0000	293.69
Warrant Total:					587.38
Vendor Total:					587.38
Fund Total:					613,519.57

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1300-Cafeteria Fund					
1253-AMAZON.COM LLC	512642244	PO-241208	SUPPLIES-FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	81.50
		CM-240032	RETURN	1300-53100-0-0000-3700-430000-000-0000	(45.98)
				Warrant Total:	35.52
				Vendor Total:	35.52
501-BUSINESS CARD	512640410	PO-241093	SUPPLIES-FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	797.83
		PO-240039	WEBSTAIRANT MEMBERSHIP	1300-53100-0-0000-3700-580000-000-0000	107.89
				Warrant Total:	905.72
				Vendor Total:	905.72
2572-DBA: CORE TEAM	512642250	PO-241096	SUPPLIES-FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	259.15
				Warrant Total:	259.15
				Vendor Total:	259.15
2614-IMPERIAL DADE	512643985	PO-241165	SUPPLIES-FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	863.84
				Warrant Total:	863.84
				Vendor Total:	863.84
2418-SELMA UNIFIED SCHOOL DISTRICT	512643993	PO-241267	LUNCHES-JAN 2024	1300-53100-0-0000-3700-470002-000-0000	11,991.29
		PO-241267	LUNCHES-MARCH 2024	1300-53100-0-0000-3700-470002-000-0000	13,000.00
				Warrant Total:	24,991.29
				Vendor Total:	24,991.29
755-SYSCO CENTRAL CALIFORNIA INC.	512638339	PO-241181	FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	175.89
		PO-241181	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	62.97
		PO-241181	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	515.48
		PO-241181	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	895.21
		PO-241181	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	1,462.39
		PO-241181	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	1,897.08
				Warrant Total:	5,009.02
				Vendor Total:	5,009.02
Fund Total:					32,064.54

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2104-Building Fund					
2282-DBA: KNIGHT'S PUMPING &	512645083	PO-241316	PORTA POTTY RENTAL	2104-00000-0-0000-8500-580000-000-2924	813.40
		PO-241316	PORTA POTTY RENTAL	2104-00000-0-0000-8500-580000-000-2924	1,089.28
					Warrant Total: 1,902.68
					Vendor Total: 1,902.68
2454-DBA: THE TAYLOR GROUP ARCH.	512640417	PO-241205	KHS-HARDSCAPE	2104-00000-0-0000-8500-620002-001-2924	2,790.00
					Vendor Total: 2,790.00
2296-MARK WILSON CONSTRUCTION INC.	512642260	PO-240114	PROJECT MANAGEMENT SERVICES	2104-00000-0-0000-8500-580000-000-2924	3,933.00
		PO-240114	PROJECT MANAGEMENT SERVICES	2104-00000-0-0000-8500-580000-000-2924	1,035.04
					Warrant Total: 4,968.04
					Vendor Total: 4,968.04
Fund Total:					9,660.72

ISSUE: Presentation of Interdistrict Attendance Permits for the 2024-2025 school years.

<u>FROM</u>	<u>GRADE</u>
<u>Caruthers</u>	
Paulsen, Madisen	10
<u>Dinuba</u>	
Croissant, Averie	10
Croissant, Christian	12
Olea, Andres	9
Penner, Jillian	12
Penner, Kayden	10
<u>Kings Canyon</u>	
Hoffman, Amanda	11
<u>Laton</u>	
Montgomery, Heath	11
<u>Parlier</u>	
Holt, Kendall	10
<u>Reedley</u>	
<u>Selma</u>	
Aragon Macal, Jeremy	9
Castro, Dana	9
Jimenez, Joseph	9
Jimenez, Ulysses	12
Reyes, Evolette	10
<u>Visalia</u>	
Cervantes, Cassius	9
<u>OUT</u>	
<u>Dinuba</u>	
Schofield, Myles	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 _____

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

ISSUE: Presented to the Board is Resolution #R19-2324 in the Matter of Calling a Governing Board Member Election on November 5, 2024. The purpose of the election is to choose members of the board of trustees for the following seats: Area 1; Area 4.

ACTION: Approve or deny Resolution #19-2324 in the Matter of Calling a Governing Board Member Election on November 5, 2024.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

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



Kingsburg Joint Union High School District

1900 18th Ave Kingsburg, CA 93631 (559) 897-7721 FAX (559) 419-6404

Don Shoemaker – Superintendent

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

**BEFORE THE GOVERNING BOARD OF
KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
FRESNO KINGS TULARIE COUNTIES
RESOLUTION #R19-2324**

COPY

In the Matter of Calling a)
Governing Board Member)
Election)
_____)

**RESOLUTION, ORDER OF ELECTION, AND
SPECIFICATIONS OF THE ELECTION ORDER
(Education Code § 5322)**

WHEREAS, Section 5322 of the California Education Code requires a resolution known as the “specifications of the election order” to be submitted to the County Superintendent of Schools and the officer conducting the election not less than 123 days prior to the date set for the election.

NOW, THEREFORE, IT IS RESOLVED that this *Resolution, Order of Election, and Specifications of the Election Order* be submitted to the Fresno County Superintendent of Schools and to the County Elections Office not later than 123 days prior to Tuesday, November 5, 2024, the date of the election.

Pursuant to the authority of Section 5340 of the Education Code, the governing board member election will be held and conducted within the territorial jurisdiction of the above-named school district, consolidated with other elections on the same day and within the same territory, for the purpose of electing qualified person(s) to fill the office(s) of board member(s) whose term(s) will expire on the second Friday in December of 2024. Accordingly, the district’s board member election shall have the same precincts, polling places, voting booths, and polling hours as that for any other election consolidated therewith.

The governing board hereof hereby orders and consents to a consolidated election pursuant to and in accordance with Elections Code section 10400, et seq., and Education Code sections 5323, 5340, and 5342. The election shall be held on Tuesday, November 5, 2024. The electorate in the above-named school district votes by trustee area. The purpose of the election is to choose members of the board of trustees for the following seats:

<u>Trustee Area</u>	<u>Term Period</u>	<u>Short Term</u>	<u>Name of Incumbent</u>	<u>County(ies)</u>
Area 1	2024-2028	No	Johnie Thomsen	Fresno
Area 4	2024-2028	No	Rick Jackson	Tulare

The above-named school district falls within the following counties: Fresno, Kings, and Tulare.

The above-named school district has determined that each candidate will pay for any candidate statement. Any candidate statement will be limited to 200 words. As a condition of having a candidate statement published, the candidate shall pay the amount established by the County Clerk/Registrar of Voters. The school district designates Selma Enterprise/Kingsburg Recorder as its newspaper of general circulation.

The above-named school district will reimburse the county for the actual cost incurred by the county elections official in conducting the general school district election upon receipt of a bill stating the amount due as determined by the elections official.

The governing board hereby authorizes the district's Superintendent or Superintendent's designee to review, verify, and certify any district and trustee area maps of the above-named school district presented to the district for certification by the County Superintendent of Schools or the County Clerk/Registrar of Voters.

The foregoing *Resolution, Order for Election, and Specifications of the Election Order* was adopted by the governing board hereof at a duly called meeting of said board held on the 24th day of June, 2024 by the following vote, to-wit:

AYES: Mike Serpa
 Steve Nagle
 Rick Jackson
 Brent Lunde
 Johnie Thomsen

NOES: 0
ABSENT: 0

Dated: June 24, 2024

President or Clerk of the Board (Signature)

Mr. Mike Serpa
(Printed Name)

CERTIFICATION

STATE OF CALIFORNIA)
)
COUNTY OF FRESNO)

I, the undersigned, hereby certify that the above is a true and correct copy of a resolution of the governing board of the Kingsburg Joint Union High School District, adopted on the 24th day of June, 2024, at a duly called meeting of the governing board.

Dated: June 24, 2024

Secretary of the Board (Signature)

Mr. Don Shoemaker
(Printed Name)

ISSUE: Presented to the Board is the Foster Youth Data Sharing Agreement for a three-year term in the total amount of \$500.00.

ACTION: Approve or deny the Foster Youth Data Sharing Agreement.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

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



FOSTER YOUTH DATA SHARING AGREEMENT
("Agreement")

COPY

COVER PAGE

This Foster Youth Data Sharing Agreement ("Agreement") is entered between and amongst each Party that executes the Signature Page, which form is set forth in Attachment 1 to this Agreement. An FCSS-approved public agency in Fresno County may become a party to this Agreement by submitting a completed Signature Page signed by the public agency's authorized representative and approved by the FCSS Contact/Designee listed on FCSS' Signature Page. FCSS and all other public agencies that have completed and signed a Signature Page are also referred to in this Agreement collectively as the "Parties" and individually as a "Party". All Parties, except FCSS, are also referred to individually as an "Agency" and collectively as "Agencies," and all Agencies that are California public school districts are also referred to individually as a "School District" and collectively as "School Districts."

1. Recitals.

- 1.1 Foster youth often change residences, foster parents, and schools. Thus, schools and other public agencies have difficulties identifying and obtaining information regarding the foster youth in order to provide them with educational, counseling, and other services. Foster youth are youth who are placed in foster care and include those youth whom FCSS or an Agency, based on available information, believes is in foster care.
- 1.2 FCSS, through FCSS' Foster Youth Education Services Department, desires to facilitate School Districts joining an electronic-based information sharing network ("Foster Youth Network") partially based upon providing access to Sacramento County Office of Education's ("SCOE") Foster Focus ("Foster Focus") system; cooperate with the Agencies to gather, process, share, and post on the Foster Youth Network certain information and data regarding foster youth in Fresno County ("Foster Youth Data"); and coordinate and collaborate with the Agencies to allow FCSS and the Agencies to identify, and share information regarding, foster youth in Fresno County.
- 1.3 By this Agreement, the Parties desire to set forth the terms and conditions governing the development, operation, and maintenance of the Foster Youth Network; the gathering, posting, and sharing of Foster Youth Data in the Foster Youth Network; and procedures and safeguards required for the Foster Youth Network and Foster Youth Data.
- 1.4 Under this Agreement School Districts will have the option, upon FCSS approval, to directly upload information into the Foster Focus system from their student information system. This is optional, and not required for participation in the Foster Youth Network, or for accessing information in the Foster Youth Network.

2. "Contract Term". This Agreement shall become effective on the date on which FCSS and at least one other Party execute its respective Signature Page ("**Contract Effective Date**"). For any other Party who executes the Signature Page after the Contract Effective Date, the Contract Effective Date shall be the date on which that Party executes the Signature Page. This Agreement shall continue in full force and effect commencing on the Contract Effective Date until and including the "**Contract Termination Date**" of June 30, 2027 ("**Contract Term**"), unless this Agreement is terminated during the Contract Term as provided in Article 3 of Attachment 3 to this Agreement.

3. Agreement Documents. This Agreement contains and consists of the following:

- 3.1 Cover Page
- 3.2 Attachment 1 – Signature Page
- 3.3 Attachment 2 – Party Access to Foster Youth Data
- 3.4 Attachment 3 – General Terms and Conditions
 - Article 1: Services and Obligations
 - Article 1A: Additional Terms and Conditions
 - Article 2: Payment
 - Article 3: Termination of Agreement
 - Article 3A: Renewal of Agreement
 - Article 4: [Intentionally Left Blank]
 - Article 5: Indemnity

Article 6: Dispute Resolution

Article 7: General Provisions

- 3.5 Attachment 4 – SCOE, Foster Focus Confidentiality Agreement
- 3.6 Attachment 5 – FCSS and SCOE, Linking Agreement
- 3.7 Attachment 6 – District Linking Agreement

ATTACHMENT 1
SIGNATURE PAGE

If additional spaces are needed to list all Party Contact/Designees, make copy of this Attachment.

NAME OF PARTY: Kingsburg Joint Union High School District
(State full legal name of Party)

The above-listed Party is (mark one): School District Other Agency FCSS

PARTY CONTACT/DESIGNEE (list Party's contact/designee; if more than one department of the Party is involved, the Party may list a Contact/Designee for each department):

Name: Don Shoemaker Title: Superintendent
Address: 1900 18th Ave Kingsburg, CA 93631
Phone No.: 559-897-7721 Email Address: dshoemaker@kingsburghigh.com

Name: Cindy Schreiner Title: Executive Director of Student Services
Address: 1900 18th Ave Kingsburg, CA 93631
Phone No.: 559-897-7721 Email Address: cschreiner@kingsburghigh.com

Name: Title:
Address:
Phone No.: Email Address:

In consideration of the covenants, conditions, and stipulations set forth in this Agreement and for good and valuable consideration and/or the mutual benefits to be derived from this Agreement, the above Party, intending to be legally bound, agrees as set forth herein, and executes this Agreement. **Each person executing this Agreement on behalf of a Party represents that he or she is authorized to execute on behalf of, and to commit and bind, the Party to this Agreement.**

AUTHORIZED AGENCY REPRESENTATIVE

FCSS CONTACT/DESIGNEE APPROVAL

By: _____
(Signature)

By: _____

Print Name: Don Shoemaker

Print Name:

Title: Superintendent

Title:

Date of Execution:

ATTACHMENT 3
GENERAL TERMS AND CONDITIONS

ARTICLE 1 SERVICES AND OBLIGATIONS.

Section 1.2 Parties' Responsibilities. The obligations and responsibilities of the Parties are as follows:

1.2.1 Provision and Updating of Foster Youth Data.

1.2.1.1 FCSS and School Districts: Each School District and FCSS will, pursuant to procedures and format to be established and agreed upon by FCSS and the School Districts, provide to FCSS and/or SCOE via Foster Focus an electronic copy of, or allow FCSS access to one or more of the following, historical, current, and updated information for that Party's students in foster care:

- (a) The name, address, and phone number (or the county/state identification number) of the school site and school district of attendance.
- (b) Grade level performance and transcript(s).
- (c) Student demographics, including but not limited to birth date, race, ethnicity, and any identification numbers but excluding social security number.
- (d) Student guardianship and educational-rights holder's contact information.
- (e) Attendance records.
- (f) Disciplinary history, including suspensions, expulsions and reinstatement conditions.
- (g) Enrollment history, including enter date(s), exit date(s), and reason(s).
- (h) Current class schedule.
- (i) Home language survey results.
- (j) Educational testing results.
- (k) Individualized Education Program ("**IEP**"), Student Study Team ("**SST**"), and Section 504 (Rehabilitation Act of 1973) information.
- (l) Behavioral intervention plans.
- (m) Psychological-educational reports.
- (n) Information related to additional special education programs or other services offered to or utilized by the student and any related reports.
- (o) Identify or designate which student records are foster youth.
- (p) Any notations regarding the student by FCSS or the Party with which the student is placed.

1.2.1.2 Other Agencies: Each Party that is listed as Other Agency on its Signature Page, pursuant to procedures and format to be established and agreed upon by FCSS and such Agencies, will provide to FCSS an electronic copy of or allow FCSS access to historical, current, and updated information for any foster youth placed with that Agency.

1.2.2 Confidentiality. All Parties shall maintain and safeguard the confidentiality of the Foster Youth Network, all Foster Youth Data, and other Confidential Materials in accordance with Section 1A.1 below and the Foster Focus Confidentiality Agreement ("**Confidentiality Agreement**") attached as **Attachment 4** to this Agreement. A Confidentiality Agreement must be completed and signed for each employee of a Party who the Party authorizes to have access to the Foster Youth Network and/or Foster Youth Data. The originals of all completed and signed Confidentiality Agreements shall be transmitted to FCSS to the attention of FCSS' Contact/Designee at the address listed in FCSS' Signature Page.

1.2.3 Contact/Designee and Employee Access Authorization. Each Party shall designate at least one contact person on its Signature Page ("**Contact/Designee**") to serve as the primary contact with the other Parties and to complete and sign Attachment 2 of this Agreement. A Party may change its Contact/Designee by providing written notice to the other Parties in accordance with Section 7.5.

1.2.4 Implementation and Self-Monitor. Each Party shall develop internal policies and procedures to implement this Agreement, including the Party's compliance with all applicable laws. Upon FCSS' request, a Party shall provide

FCSS with a copy of that Party's internal policies and procedures, and evidence of actions that the Party has taken to monitor compliance with such policies and procedures.

Section 1.3 FCSS Responsibilities. In addition to the obligations in Section 1.2 above, FCSS shall have the following obligations and responsibilities:

- 1.3.1 Facilitate, operate, and maintain the Foster Youth Network.
- 1.3.2 Gather the Foster Youth Data electronically from the other Parties and match them to records for dependent and delinquent foster youth using various data elements to ensure accurate matches before processing and sending the processed Foster Youth Data to the Foster Focus system. SCOE via Foster Focus will provide the electronic portal to operate and maintain the Foster Youth Network, and will have access to the Foster Youth Data. From time to time, FCSS, in its discretion, may modify or alter the process of gathering and/or the flow of sharing Foster Youth Data, or may discontinue sending Foster Youth Data to the Foster Focus system and instead may facilitate the local sharing of Foster Youth Data pursuant to this Agreement.
- 1.3.3 Allow access to the Foster Youth Network to each Party's authorized employees.
- 1.3.4 Provide training to the other Parties regarding access to and use of the Foster Youth Network.
- 1.3.5 Provide technical and support services to the other Parties related to the Foster Youth Network and Foster Youth Data.
- 1.3.6 Coordinate and facilitate communications between the Parties regarding the provision of services to, and handling of education-related matters involving, foster youth in Fresno County.
- 1.3.7 Provide some School Districts with the option to directly link their student information systems to the Foster Focus system to directly upload Foster Youth Data ("**Linking**" or the "**Link**"). FCSS has entered into a Linking Agreement with SCOE ("**FCSS and SCOE, Linking Agreement**") attached as **Attachment 5**, which indicates the model by which FCSS may contract for Fresno County School Districts to Link to the Foster Focus system. Upon approval for Linking by FCSS, participating School Districts must execute the District Linking Agreement ("**District Linking Agreement**") attached as **Attachment 6**, prior to directly Linking and uploading Foster Youth Data. FCSS will pay to SCOE the \$5,000.00 Linking fee due upon Linking on behalf of a participating School District, and then each School District who Links will be responsible for the annual \$500.00 maintenance fee, as set forth more specifically in the District Linking Agreement.

Section 1.4 Party Access to Foster Youth Data. Each Party may only access the Foster Youth Network and Foster Youth Data in accordance with the Party's completed Party Access to Foster Youth Data, the form of which is attached to this Agreement as **Attachment 2**. Upon the last date on which the Party Access to Foster Youth Data is signed by the applicable Party and FCSS, it shall become and constitute a part of this Agreement.

ARTICLE 1A ADDITIONAL TERMS AND CONDITIONS.

Section 1A.1 Use and Handling of Confidential Records and Information.

- 1A.1.1 Compliance with Applicable Laws. Any Party receiving or accessing Confidential Materials, as this term is defined in this Subsection, and its officers, employees and agents shall: (1) protect the confidentiality and maintain the security of the Confidential Materials; (2) not release, disseminate, or publish the Confidential Materials, except as required by law or a court order, as may be permitted under this Agreement, or as the Party providing the Confidential Materials may authorize in writing; (3) not use the Confidential Materials for any purpose not related to the performance of this Agreement; and (4) protect all Confidential Materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. "**Confidential Materials**" shall mean the Foster Youth Data, and all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student records and information. In addition, each Party shall comply with the federal Health Insurance Portability and Accountability Act, 45 C.F.R. 160 *et seq.* ("**HIPAA**"), as applicable, Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), as applicable, all regulations promulgated under HIPAA and HITECH by the U.S. Department of Health and Human Services, as applicable, the California Confidentiality of Medical Information Act, California Civil Code § 56 *et seq.*, as applicable, and any other applicable federal and California laws that protect the privacy, security, and confidentiality of an individual's medical and health information. Each Party shall also comply with all applicable federal and California laws that relate to the use, security, confidentiality, privacy, dissemination, retention, or destruction of records relating to this Agreement, which shall include but are not limited to, the California Education Code,

California Welfare and Institutions Code, and the Family Educational Rights and Privacy Act ("FERPA"). The School District shall specifically ensure its own compliance with all notice, description, and/or definition requirements set forth pursuant to FERPA, as applicable.

1A.1.2 Authorization to Share and Access Confidential Information. Each Party agrees and represents that confidential student information relating to foster students provided to FCSS pursuant to this Agreement is being released to FCSS to access and share as authorized by court order for an individual student, or as authorized written consent of the student's parent, guardian, or education rights holder, or as otherwise authorized by law.

1A.1.3 Access and Confidentiality. Access to the Foster Youth Network and Foster Youth Data shall be approved and allowed only for a person who has satisfied all of the following: (1) is an employee of a Party, (2) completed fingerprinting and criminal background checks (California Department of Justice and Federal Bureau of Investigation) and have no conviction and no pending criminal proceeding for a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c); (3) reviewed and signed the Confidentiality Agreement that is attached as Attachment 3 to this Agreement; and (4) authorized by the Party to access and use the Foster Youth Network and Foster Youth Data. Each completed and signed Confidentiality Agreement, containing the employee's original signature, shall be transmitted by the Agency employing the employee to FCSS. FCSS shall obtain and retain a completed and signed Confidentiality Agreement for each FCSS employee who is authorized to have access to the Foster Youth Network and Foster Youth Data. Each completed and signed Confidentiality Agreement shall become and constitute a part of this Agreement. Each Party agrees to notify FCSS immediately when there are changes in the employment status of its employee(s) who access student information under terms of this Agreement.

1A.1.4 Survival of Obligations. The obligations of this Article shall survive the termination of this Agreement.

Section 1A.2 Release of De-Identified Information. Each Party authorizes FCSS to release de-identified educational data to any organization selected by FCSS solely for the purpose of conducting education research and evaluation (referred to as "Evaluators") with the goal of providing information that can be used to improve educational services and outcomes for foster youth. All Party information released to Evaluators shall first be de-identified by FCSS in compliance with applicable legal requirements. Specifically, Party authorizes FCSS to release the following categories of de-identified student educational data to Evaluators to evaluate: test scores, grade level, grade point average, grades, race, ethnicity, birth year, disciplinary information (suspensions, expulsions, etc.), classes, primary language, secondary language, attendance, credits earned, school moves, and enrollment history (enter dates, exit dates, etc.). FCSS shall not release any personally identifiable data to Evaluators such as student names, birthdates, social security numbers, or school-assigned student IDs. Prior to releasing Party's de-identified data to Evaluators, FCSS shall first generate and assign random study IDs to students' data. The study IDs shall be generated and assigned randomly by FCSS and FCSS will not release any information to Evaluators about how FCSS randomly generates and assigns study IDs or information that would allow Evaluators to identify students based on study IDs. The study IDs shall not be used for any purpose other than identifying a de-identified record for purposes of educational research by Evaluators, and such study IDs will not be able to be used to ascertain personally identifiable information about a student. This section will remain valid through the Contract Term and any amended Contract Term of the Foster Youth Data Sharing Agreement. The Party may withdraw its authorization for FCSS to release de-identified information as set forth in this section through written notice to FCSS at any time.

Section 1A.3 Work Product and Intellectual Property Rights. With the exception of student data and information that are provided by the Agencies in their original form (collectively "Agency Student Data"), FCSS solely owns and retains all rights to all software, data, and other intellectual property rights that constitute or are part of the Foster Youth Network, including but not limited to the Foster Youth Data and any other Agency Student Data that FCSS has gathered and processed as part of the Foster Youth Network (collectively "FCSS Work Product"). No Agency shall have ownership, right, title, or interest in any FCSS Work Product or any student data and information that FCSS provides to the Foster Youth Network, except that each Agency shall have the right to use the FCSS Work Product and such student data and information in accordance with this Agreement. FCSS hereby grants to each Agency, while the Agency is a Party to this Agreement, a non-exclusive license to access and use the Foster Youth Network and Foster Youth Data in accordance with this Agreement and applicable laws. Any Agency Student Data that an Agency provides shall remain that Agency's sole property and, to the extent the Agency has any rights or interests in such Agency Student Data, the Agency shall retain all such rights and interests and FCSS shall acquire no right or interest in such Agency Student Data except that the Agency, during the period that the Agency is a Party to this Agreement, grants to FCSS and the other Agencies a non-exclusive license to use such Agency Student Data in accordance with this Agreement and applicable laws.

ARTICLE 2 PAYMENT.

Section 2.1 No Payment Unless and Until Notice. Until and unless notice is provided pursuant to Section 2.2 below, each Party shall not owe to or be entitled from the other Party any compensation for any services rendered under, or costs incurred relating to or in connection with, this Agreement, and no Party shall be charged for use of the Foster Youth Network or access to the Foster Youth Data.

Section 2.2 Notice Regarding Payment. FCSS reserves the right to charge each Agency a fee for the Agency's use of the Foster Youth Network ("**Fee**"). If FCSS decides to charge such a Fee, FCSS shall provide a written notice to each Agency setting forth the amount of the proposed Fee, the method or formula by which the proposed Fee is determined, and the date on which the proposed Fee will become effective ("**Preliminary Fee Notice**"). Any Agency that objects to the amount, or method or formula used to calculate the proposed Fee must provide FCSS with a written statement within 15 days of the date of FCSS' Preliminary Fee Notice, stating the reason(s) for the objection. After receipt and consideration of any Agency objections, FCSS shall provide each Agency with written notice of the amount of the final Fee that will be charged to each Party, the method or formula by which the final Fee is determined, and any adjustment in the date on which the final Fee will become effective ("**Final Fee Notice**"). Any Fee that FCSS may charge the Agencies under this Agreement: (1) shall not exceed the actual cost that FCSS incurs to operate and maintain the Foster Youth Network, which cost shall be based on the operation and maintenance cost incurred by FCSS during the previous 12-month period, and (2) shall not become effective until at least 90 days after the date of FCSS' Final Fee Notice.

ARTICLE 3 TERMINATION OF AGREEMENT.

Section 3.1 Grounds for Termination.

- 3.1.1 Expiration of Contract Term. This Agreement shall terminate upon expiration of the Contract Term. Any termination of this Agreement during the Contract Term by any Agency shall be in accordance with Subsection 3.1.2 below or, if by FCSS, shall be in accordance with Subsection 3.1.3 below.
- 3.1.2 Termination by Agencies. Each Agency, with or without cause, may terminate this Agreement as to itself during the Contract Term upon providing the other Agencies and FCSS with at least 30 days written notice before the effective date of termination. An Agency may terminate this Agreement as to that Agency without affecting and terminating this Agreement as between and amongst the remaining Agencies and FCSS. Upon termination of this Agreement by all Agencies, this Agreement shall terminate as to all Parties.
- 3.1.3 Termination by FCSS. FCSS, with or without cause, may terminate this Agreement during the Contract Term upon providing the Agencies with at least 60 days written notice before the effective date of termination. Unless FCSS agrees in writing to transfer the operation and maintenance of the Foster Youth Network to an Agency or Agencies, this Agreement shall terminate as to all Parties upon the effective date of termination. If FCSS agrees to such a transfer, this Agreement shall continue in full force and effect between and amongst the Agencies, and the name of the Agency or Agencies that will operate and maintain the Foster Youth Network shall be substituted in each place where FCSS appears in this Agreement and that Agency or Agencies shall assume all of FCSS' duties and obligations under this Agreement.

Section 3.3 Rights and Obligations Upon Termination.

- 3.3.1 Termination as to an Agency. Upon termination of this Agreement as to an Agency, FCSS shall terminate all access that the Agency has to the Foster Youth Network and FCSS shall cease the gathering of Agency Student Data from the Agency. Upon the Agency's request, FCSS shall return to Agency or delete all of the Agency's Agency Student Data that are in FCSS' possession. However, any Foster Youth Data generated or derived from the Agency's Agency Student Data before the effective date of termination shall remain in and part of the Foster Youth Network.
- 3.3.2 Expiration of Contract Term, Termination as to All Agencies, or Termination by FCSS. Upon expiration of the Contract Term pursuant to Subsection 3.1.1, termination of this Agreement by all Agencies pursuant to Subsection 3.1.2, or termination of this Agreement by FCSS pursuant to Subsection 3.1.3, FCSS shall terminate all access that each Agency has to the Foster Youth Network and FCSS shall cease the gathering of Agency Student Data from each Agency. Upon an Agency's request, FCSS shall return to the Agency or delete all of the Agency's Agency Student Data that are in FCSS' possession. However, any Foster Youth Data generated or derived from the Agency's Agency Student Data before the effective date of termination shall remain in and part of the Foster Youth Network.

Section 3.4 Force Majeure. No Party shall be liable for any failure or delay in performing this Agreement if the failure or delay is caused by events or circumstances that are beyond a Party's reasonable control and occurring without the Party's fault or negligence, and which by the Party's exercise of due diligence could not reasonably have been avoided

and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation.

ARTICLE 3A RENEWAL OF AGREEMENT. Where this Agreement terminates by expiration of the Contract Term, the Parties may mutually agree in an addendum executed by the Parties to renew this Agreement for a successive period of the same duration as the Contract Term, or for a longer or shorter period.

ARTICLE 4 [INTENTIONALLY LEFT BLANK]

ARTICLE 5 INDEMNITY. Each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement shall be governed solely by the following: (A) a Party ("**Indemnitor**") shall 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) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party 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: (1) 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; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. 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 Indemnitee 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: (A) is not a Party to this Agreement; (B) is not an officer, director, principal, owner, or employee of the Party; and (C) is not contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION. The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this Agreement, including the alleged breach, interpretation, or application of this Agreement. Except for an action to obtain injunctive relieve to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this Article, a Party may not commence a civil action regarding or relating to this Agreement until after compliance with this Article.

ARTICLE 7 GENERAL PROVISIONS.

Section 7.1 Entire Agreement, Amendment, and Severability. This Agreement constitutes, and is a complete and exclusive statement of, the Parties' agreement pursuant to Code of Civil Procedure section 1856. This Agreement shall be amended or modified only by a writing executed by the Parties. 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 and purpose in this Agreement.

Section 7.2 Applicable Law, Venue, and Interpretation. This Agreement is to be construed according to its fair meaning and not strictly for or against any Party, and in accordance with California laws without giving effect to California's conflict of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this Agreement shall be resolved or adjudicated in the appropriate state or federal court in Fresno County, California, provided that nothing in this Agreement constitutes a waiver of immunity to suit by FCSS.

Section 7.3 Execution by Facsimile or in Counterparts. The Parties may sign this Agreement in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this Agreement, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

Section 7.4 Independent Contractor. Contractor is retained as an independent contractor, and it and its officer employees, and agents are not and shall not represent themselves as officers, employees, or agents of FCSS. The Agreement shall not be construed to create a partnership or joint venture between the Parties.

Section 7.5 Notices. All notices and communications required or permitted under this Agreement shall be deemed duly given by a Party if in writing and delivered: (1) personally, sent by a reputable overnight courier services with package tracking capability; (2) certified mail, return receipt requested, first class postage prepaid; or (3) regular mail and/or facsimile or email, to the other Party, to the attention of the other Party's Contact/Designee, at the address, facsimile and/or email, as applicable, stated on the other Party's Signature Page and, if addressed to FCSS, a copy of notices required by this Agreement (not to include invoices and any supporting documentation, and e-mails or other communications relating to normal implementation of this Agreement) to the following: Attention: General Counsel, Legal Services Department, Fresno County Superintendent of Schools, 1111 Van Ness Avenue, Fresno, CA 93721. A Party may change its/his/her designated representative and/or address by notifying the other Party in writing and in the manner described in this Section.

Section 7.6 Assignment, Transfer and Waiver. Contractor shall not assign or transfer any of Contractor's rights or obligations under this Agreement, including by operation of law or change of control or merger, without FCSS' prior written consent. Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor a covenant, term, or condition runs.

Section 7.7 Compliance with Applicable Laws. In performing each Party's obligations under this Agreement, each Party shall comply with applicable federal and California anti-discrimination laws, as well as all applicable federal and State of California laws, codes, and regulations applicable.

Section 7.8 Binding Effect and No Third Party Benefits. This Agreement is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, governing bodies, principals, officers, employees, agents, representative, and assigns (if such assigns are made in accordance with this Agreement). Nothing in this Agreement creates any contractual relationship between any Party and any third party or gives any third party any claim or right of action against any Party.

ATTACHMENT 4
To Foster Youth Data Sharing Agreement

[Attach SCOE, Foster Focus Confidentiality Agreement]

Note: All persons seeking authorization to access the Foster Youth Network and Foster Youth Data must satisfy all of the conditions in Section 1A.1.3 of Attachment 3 to the Foster Youth Data Sharing Agreement.

FOCUS

Foster Youth Services Coordinating Program of Sacramento Foster Focus Confidentiality Agreement

As an **employee** of Kingsburg Joint Union High School, the undersigned may have access to confidential communications and foster youth information currently or previously in, or to be entered into, the *Foster Focus* system, maintained by the Sacramento County Office of Education's (SCOE's) Foster Youth Services Coordinating Program (FYSCP). In consideration of said relationship and in consideration of the granting of access to *Foster Focus*, the undersigned agrees as follows:

1. For the purposes of this agreement, "confidential communications and foster youth information" shall be considered to include any and all information defined as such under federal and state law contained in *Foster Focus* at any time, or information accessible to the undersigned for the purpose of entering all or any part of the information into *Foster Focus*.
2. Confidential information shall be accessed only as necessary to perform legitimate FYSCP related job duties.
3. Confidential information shall be handled carefully and with due diligence to protect against such information inadvertently being disclosed.
4. Confidential information shall not be divulged, copied, released, sold, loaned, reviewed, transmitted, altered or destroyed except as authorized by FYSCP.
5. The undersigned's login identity, password or other access codes shall be safeguarded to avoid their unauthorized use by others. The undersigned agrees to be responsible for all activities undertaken using his or her login, password or other access codes.
6. The undersigned agrees not to divulge his or her password to others.
7. The undersigned agrees to immediately request a new login identity and password if there is reason to suspect that another person may have access to his or her login or password.
8. The undersigned understands and agrees that the obligations under this agreement will continue after termination of employment with the agency identified above and/or after access to *Foster Focus* has terminated.

I understand revealing confidential information is a violation of FYSCP policy and law, and could result in civil, criminal, or adverse employment action and/or termination of my relationship with SCOE.

Cindy Schreiner

Applicant's Name (print)
Executive Director of Student Services
Title (print)

559-897-7721

Phone

Signature

Date

As the applicant's supervisor, I hereby authorize the above-named employee to access *Foster Focus* for the purpose of performing authorized FYSCP partnership duties subject to the terms of this agreement. (Please complete the following.)

Check access to be granted: **M** **T** **W** **Th** **F** from (time) 7 am to 6 pm

This employee may access *Foster Focus* from one computer or multiple computers.

Please set expiration date of this agreement for 6 months 1 year None, until further notice (check one).

I agree to notify SCOE when this employee's employment terminates or his/her work assignment changes to non-Foster Youth Services activities.

Don Shoemaker

Applicant's Supervisor's Name (print)
Superintendent
Title (print)

Signature

Date

COE or Agency MUST indicate User Type:

Select a user type from the Foster Focus User Type Reference Guide _____

COE or Agency Approval Signature DATE

67

ATTACHMENT 5
To Foster Youth Data Sharing Agreement

[Attach FCSS and SCOE, Linking Agreement]

Note: This document is provided for information, and by way of reference, indicating the contractual and legal relationship between FCSS and SCOE to facilitate data linking.

Sacramento County Office of Education
Foster Focus System
License Agreement Addendum #1
(Linking Agreement for Linking of District Data)

This Addendum #1 to the Sacramento County Office of Education Foster Focus License Agreement between _____ (Customer) and the Sacramento County Office of Education (Provider) is to enable Customer to electronically link Customer's district data to Foster Focus (Linking Agreement). Except as specifically set forth herein, all other terms of the License Agreement remain unchanged and in full force and effect.

- I. Term. This Addendum is effective for one year, beginning on the date executed by both parties. The term of this Addendum #1 applies only to the linking of district data and has no impact on the term of the underlying License Agreement.

- II. Customer hereby desires to link student information systems for the following districts to Foster Focus:
 - A. X
 - B. Y
 - C. Z

- III. Customer agrees to deliver the data for each district to the appropriate secure server location in the format established by the Provider. Data must be delivered in a compatible format within one year of this Addendum's execution date (i.e., the date signed by both parties).
 - A. The Customer is responsible for monitoring the progress of each district's delivery of the data, completion of validation testing of the data, and delivery to the Provider of signed documents approving installation of district data to Foster Focus. Customer acknowledges that the link will not be successfully established until this is accomplished.
 - B. Provider will be responsible for timely reviewing district's delivered data and reporting any compatibility issues to district's staff and Customer.
 - C. If Customer fails to provide compatible data within one year, Provider has the option of renewing this Linking Agreement or terminating efforts to link Customer's data. No refund will be provided if the link was unsuccessful due to incompatible data.

- IV. Customer will pay \$5,000 per school district for the initial cost of linking the Customer Data. Accordingly, Customer agrees to pay \$XXXXXX for the initial cost

of linking the data. Provider will invoice Customer upon execution of this Addendum and will begin work immediately after payment is received.

- V. After the link is successfully established, Customer will pay a maintenance fee of \$500 per school district, per fiscal year beginning with the fiscal year after the link is successfully established. Maintenance of the successfully established link will be governed by the terms of the License Agreement. Maintenance fees will be included in the License Agreement and invoiced accordingly.
- VI. In the event that a district's data is no longer compatible with Foster Focus (e.g., a district changes student information systems), a successfully established link is terminated. Customer may opt to enter into a new Linking Agreement to establish a new link to the district's data.
- VII. The cost of linking is in addition to the Annual License Fee paid by Customer.

Sacramento County Office of Education:

Nancy Herota
Assistant Superintendent Educational Services

Date

[Customer]:

[Name of Authorized Representative]
[Title]

Date

**ATTACHMENT 6
DISTRICT LINKING AGREEMENT**

Name of School District:

Data Linking to SCOE Foster Focus: The above-listed Party desires to directly link their student information system with the Sacramento County Office of Education's Foster Focus system to facilitate the upload of the Party's Foster Youth Data. Upon the last date on which this Attachment is signed by the Party and approved by the FCSS Contact/Designee, this Attachment shall become and constitute a part of the Foster Youth Data Sharing Agreement ("Agreement"). (See Section 1.4 of the General Terms and Conditions.)

- A. Pursuant to FCSS's contractual relationship with SCOE, FCSS shall initiate with SCOE the direct Linking of the Party's student information system to the Foster Focus system. (See Attachment 5.)
- B. FCSS shall pay to SCOE the \$5,000.00 Linking fee on the Party's behalf, and provide Party with communication and assistance in establishing the Link.
- C. The Party will make appropriate staff available to FCSS and SCOE to complete the Linking, and will within one year of this Attachment's execution begin to upload Foster Youth Data into the Foster Focus system, following the security and data specifications provided by FCSS and SCOE. The Party will participate in data validity testing, as requested by FCSS or SCOE, and will execute any additional requested documentation to evidence, confirm, or clarify the intent of this District Linking Agreement.
- D. While FCSS will pay the initial \$5,000.00 Linking fee on behalf of the Party, each year following the successful Linking each Linking Party will be charged an annual \$500.00 maintenance fee. FCSS will advance payment of the \$500.00 maintenance fee to SCOE on behalf of the Party, and will invoice the Party for the \$500.00 fee, which fee shall be paid by Party to FCSS within 60 days of receipt of the invoice. This \$500.00 maintenance fee **shall not** constitute a "Fee" as defined in Section 2 of the General Terms and Conditions, and shall not be subject to the terms of Section 2.

SCHOOL DISTRICT CONTACT/DESIGNEE SIGNATURE

By: _____

(Signature)

Print Name:

Date of Execution:

Title:

FCSS CONTACT/DESIGNEE SIGNATURE

By: _____

Print Name:

Date of Execution:

Title:

ISSUE: Presented to the Board is the KJUHSD Salary Schedule Chief Business Official 2024-2025.

ACTION: Approve or deny the KJUHSD Salary Schedule Chief Business Official 2024-2025.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

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

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
 CHIEF BUSINESS OFFICIAL
 2024-25 CLASSIFIED MANAGEMENT POSITION
 EFFECTIVE: JULY 1, 2024**

STEP	ANNUAL	MONTHLY	DAILY	DUTY DAYS
1	\$180,683.00	\$ 15,057	\$692.27	261
2	\$186,104.00	\$ 15,509	\$713.04	261
3	\$191,688.00	\$ 15,974	\$734.44	261
4	\$197,439.00	\$ 16,453	\$756.47	261
5	\$203,363.00	\$ 16,947	\$779.17	261
6	\$209,464.00	\$ 17,455	\$802.54	261
7	\$215,748.00	\$ 17,979	\$826.62	261

- 1 Longevity 1/2% added after 7 years of service in this District
- 2 20 days vacation per year, not to accrual more than 20 days
- 3 Professional dues paid by the District

ISSUE: Presented to the Board is the GoGuardian Order Form for a three-year renewal in the amount of \$65,326.50.

ACTION: Approve or deny the GoGuardian Order Form for a three-year renewal: July 1, 2024 – June 30, 2027.

RECOMMENDATION: Recommend approval

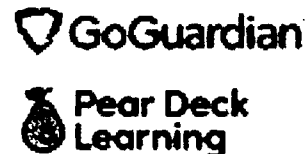
FOR BOARD ACTION:

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

ORDER FORM

QUOTE # Q-400415
 DATE 5/13/2024
 EXPIRATION DATE 6/12/2024

COPY



Bill To

Kingsburg High School (CA)
 1900 18TH Ave
 Kingsburg, California 93631
 United States

Ship To

Cindy Schreiner
 Kingsburg High School (CA)
 1900 18Th Ave
 Kingsburg, California 93631-1699
 United States
 5598977721
 cschreiner@kingsburghigh.com

Liminex, Inc.

dba GoGuardian and Pear Deck Learning
 2030 E Maple Avenue
 El Segundo, California 90245
 United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the Liminex products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**Liminex**", "**we**", "**us**", "**our**"), and the organization listed below ("**School**", "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> and <https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement> (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

Quantity	Product Code	Product Name	Start Date	End Date	Unit Price	Total Price
1,350	GG-ADM3Y-000001	GoGuardian Admin with Fleet, DNS & AdDeflect	7/1/2024	6/30/2027	\$16.13	\$21,775.50
1,350	GG-TCR3Y-000001	GoGuardian Teacher with Video Conferencing	7/1/2024	6/30/2027	\$16.13	\$21,775.50
1,350	GG-BCN3Y-000001	GoGuardian Beacon - Core	7/1/2024	6/30/2027	\$16.13	\$21,775.50
TOTAL (USD):						\$65,326.50

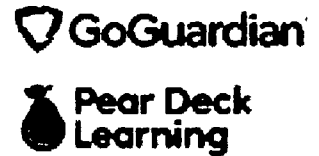
Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

ORDER FORM

QUOTE # Q-400415
DATE 5/13/2024
EXPIRATION DATE 6/12/2024



RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 10% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Signature: _____

Name: _____

Title: _____

Email: _____

Accounts Payable Name: _____

Accounts Payable Email: _____

PO Number (Optional): _____

Additional Notes (requests for delayed invoicing, etc.): _____

ISSUE:

Presented to the Board is the Agreement to Provide Food Service Between Selma Unified School District and Kingsburg Joint Union High School District for the 2024-2025 school year.

ACTION:

Approve or deny the Agreement to Provide Food Service Between Selma Unified School District and Kingsburg Joint Union High School District for the 2024-2025.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion_____	Second_____	Vote_____
Thomsen: _____	Lunde: _____	Jackson: _____
		Nagle: _____
		Serpa: _____

**AGREEMENT TO PROVIDE FOOD SERVICE
BETWEEN SELMA UNIFIED SCHOOL DISTRICT AND
KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
2024-2025**

COPY

This Agreement is for the purpose of providing lunches, which meet the National School Lunch Program meal requirements, for Kingsburg Joint Union High School District (KJUHSD) from Selma Unified School District (SUSD).

1. SUSD will vend lunches which meet the National School Lunch Program meal pattern requirements. These meals will follow the same pattern as the meals prepared for SUSD. The menu pattern provided will be Enhanced Food Based Menus Planning (EFBMP) with the Offer versus Serve requirements for lunches as established by the United States Department of Agriculture (USDA).
2. SUSD will maintain all necessary records on the nutritional components and quantities of the lunches delivered (Transport Records) to KJUHSD and make said records available for inspection by State and Federal authorities upon request.
3. SUSD will provide the necessary eating utensils, straws, and napkins in sufficient quantity for the number of meals ordered.
4. SUSD will prepare lunches at Selma High School. This preparation site will maintain the appropriate state and local health certifications for the facility.
5. The number of lunches prepared by SUSD will be determined by the quantity ordered by KJUHSD.
6. KJUHSD will notify Selma High via email at jhoopes@selausd.org of the quantity of lunches needed no later than 9:00 a.m. each day. Selma High School will confirm receipt of the order. KJUHSD will be required to accept and pay for the number of lunches ordered but not served. Special scheduling of lunch serving times and/or an unusual increase or decrease in the number of meals required would require one (1) week advance notice. Sack lunches for field trips and other special event foods may be arranged with an agreed pricing/timeline schedule.
7. SUSD can provide services to KJUHSD for a per meal charge of \$3.42. The lunch will include up to 3 entrées, fruit (usually fresh), vegetable, two (2) bread items per day, and milk (1% white or non-fat chocolate - strawberry milk will not be offered). Additional milk charges will be \$0.50 per half pint. Offer versus Serve will be maintained and tracked for all meal components by KJUHSD.
8. SUSD will vend assorted fruits and vegetables four (4) days per week to meet the required fruit and vegetable requirement, and ½ cup of legumes one (1) day per week. KJUHSD will

be responsible for managing the Offer versus Serve distribution and meeting all of the USDA meal requirements or reimbursement for the week.

9. KJUHSD will provide all of the equipment and personnel necessary to transport the lunches to KJUHSD, including vehicle, driver and temperature controlled food boxes. KJUHSD will provide all personnel necessary to accept delivery, serve, clean up and supervise the consumption of the lunches. KJUHSD is responsible for all point of service meal counts and completion of all documents required by the National School Lunch Program, including making claim for reimbursements.
10. SUSD will be responsible for the condition or care of said meals until KJUHSD picks up food. KJUHSD will be responsible for maintaining the proper temperature of the lunch components until they are consumed.
11. KJUHSD shall clean and return the following weekday any and all property owned by SUSD.
12. No later than one (1) week prior to the end of each month, SUSD will provide to KJUHSD a monthly menu covering the lunches to be served for the following month.
13. SUSD will submit to KJUHSD itemized invoices for the lunches delivered. The invoices will be for the full cost of the lunch plus any additional items ordered, including, but not limited to, milk, snack items, additional utensils, supplies, catering, etc. SHS will submit payment to SUSD in such form as required by SUSD on or before the last day of the following month.
14. All applications and eligibility requirements will be handled at the site by KJUHSD, and are subject to audit.
15. Commodity Entitlement from KJUHSD will be made available to SUSD for the use of off-setting the cost of meals produced through a commodity contract following the National School Lunch food distribution program guidelines.
16. SUSD will provide KJUHSD with sack lunches which meet the National School Lunch Program meal requirements for field trips when requested at least five (5) working days in advance. The cost per lunch will remain the same as for the regular lunches.
17. Gifts or exchanges of commodities are not permitted. Until it is consumed by the student, the food prepared remains the property of the state and federal governments.
18. SUSD will comply with all applicable Federal, State and Local statutes and regulations with regard to the preparation and consumption of lunches which meet the National School Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of lunches and nondiscrimination. All records maintained by SUSD and KJUHSD with bearing to the

agreement will be open to inspection by proper Federal, State, and Local authorities in accordance with applicable statutes and regulations.

TERM

This Agreement shall become effective on the 1st day of August, 2024 and shall terminate on the 30th day of June 2025. The Agreement shall automatically renew for subsequent one-year period unless either party gives the other written notice of termination at least sixty (60) days prior to expiration of the then-current term.

Selma Unified School District

Jessica Villareal, Assistant Superintendent

Date

Kingsburg Joint Union High School District

Don Shomaker, Superintendent

Date

ISSUE:

Presented to the Board is the Kingsburg Alternative Education Center Master Schedule 2024-2025 for OASIS and Kingsburg Independent Study.

ACTION:

Approve or deny the Kingsburg Alternative Education Center Master Schedule 2024-2025.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

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

OASIS SCHEDULE- Regular

	1	2	3	4	5	6		
Fall Monday	9:35-10:21	10:21-11:08	11:08-11:23	11:23-12:04	12:04-12:47	12:47-1:32	1:32-2:14	2:14-2:55
Fall Tuesday-Friday	8:15-9:05	9:05-10:05	10:05-10:20	10:20-11:20	11:20-12:20	12:20-1:05	1:05-2:00	2:00-2:55
Spring Monday	9:35-10:16	10:16-10:58	10:58-11:13	11:13-11:50	11:50-12:27	12:27-1:07	1:07-1:46	1:46-2:25
Spring Tuesday-Friday	8:15-9:00	9:00-9:55	9:55-10:10	10:10-11:05	11:05-12:00	12:00-12:45	12:45-1:35	1:35-2:25
Fall Faggy Day Schedule	10:10-10:50	10:50-11:30	11:30-11:40	11:40-12:20	12:20-1:00	1:00-1:40	1:40-2:20	2:20-2:55
Spring Faggy Day Schedule	10:10-10:45	10:45-11:20	11:20-11:30	11:30-12:05	12:05-12:40	12:40-1:20	1:20-1:55	1:55-2:25
Arts (Rm. 6)	Math 1B (11th)	Math 1B(11th)		Math 1A(10th)	Leadership(11th/12th)		PE(10/11)	PE(11/12)
Loyalty (Rm. 4)	Civic/Econ (12th)	W. History (10th)		US History (11th)	Study Skills (12th)		Study Skills	Study Skills
Adams (Rm. 3)	Eng. 3 (11th)	Eng. 3 (11th)		Eng. 4 (12th)	Eng. 2 (10th)		Eng. 4	ELD
O'Leary (Rm. 5)	Bio (10th)	MDL/ St. Skills		Earth Sci (12th)	Study Skills 11th		Tutorial	KHS/KIS RSP
Arts, M. (Rm. 2)	KHS Art	KHS Art		Production	Production		Prep	Digital Art (10/11)
KIS	Lab Hours	Lab Hours	Lab Hours	Lab Hours	Lab Hours	Lunch	Lab Hours	Lab Hours

ISSUE:

Presented to the Board is the second reading of mandated board policy March 2024.

ACTION:

Approve or deny the second reading of mandated board policy March 2024.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

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

CSBA POLICY GUIDE SHEET
March 2024

Board Policy 0450 - Comprehensive Safety Plan

Policy updated to reference **NEW LAW (SB 323, 2023)** which (1) authorizes a school employee, a student's parent/guardian or educational rights holder, or a student, at specified times, to bring concerns about an individual student's ability to access disaster safety procedures described in the comprehensive safety plan to the principal, and if there is merit to the concern requires the principal to make appropriate modifications, and (2) requires comprehensive safety plans to include adaptations for students with disabilities in accordance with the federal Individuals with Disabilities Education Act and section 504 of the federal Rehabilitation Act of 1973. Additionally, policy updated to clarify that portions of the comprehensive safety plan that include tactical response to criminal incidents are not required to, but may be, publicly disclosed.

Administrative Regulation 0450 - Comprehensive Safety Plan

Regulation updated to clarify that written notifications to specified persons and entities are required when those persons or entities are available and to reflect **NEW LAW (SB 323, 2023)** which (1) authorizes a school employee, a student's parent/guardian or educational rights holder, or a student, at specified times, to bring concerns about an individual student's ability to access disaster safety procedures described in the comprehensive safety plan to the principal, and if there is merit to the concern requires the principal to make appropriate modifications, and (2) requires comprehensive safety plans to include adaptations for students with disabilities in accordance with the federal Individuals with Disabilities Education Act and section 504 of the federal Rehabilitation Act of 1973. Additionally, regulation updated to reflect **NEW LAW (SB 671, 2023)** which requires a district's comprehensive safety plan to include procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, an activity sponsored by the school, or on a school bus serving the school. In addition, regulation updated to reflect **NEW LAW (SB 10, 2023)** which requires schools that serve students in any of grades 7- 12 to include in their comprehensive safety plans a protocol in the event a student is suffering or reasonably believed to be suffering from an opioid overdose. Regulation also updated to reference **NEW LAW (AB 1023, 2023)** which provides schools increased cybersecurity support.

Delete - Board Policy 0470 - COVID-19 Mitigation Plan

Policy deleted as unnecessary due to expiration of COVID-19 public health emergency declaration, with relevant concepts incorporated into other policies.

Board Policy 3516 - Emergency and Disaster Preparedness Plan

Policy updated to reflect **NEW LAW (SB 323, 2023)** which requires school emergency and disaster preparedness plans to include adaptations for students with disabilities in accordance with the federal Individuals with Disabilities Education Act and section 504 of the federal Rehabilitation Act of 1973.

Administrative Regulation 3516 - Emergency and Disaster Preparedness Plan

Regulation updated to include an attack or threat of attack to the district's digital network and technology infrastructure to the list of emergencies and disasters that the district and/or school site plans should cover, and routine monitoring of such technology as part of the district's strategies and actions for prevention/mitigation, preparedness, response, and recovery. Additionally, regulation updated to reference **NEW LAW (AB 1023, 2023)** which provides schools increased cybersecurity support, include automatic dialing devices as a form of communication during an emergency, and expand the list of critical information that would be needed in an emergency.

Board Policy 3550 - Food Service/Child Nutrition Program

Policy updated to reflect **NEW LAW (SB 348, 2023)** which (1) clarifies that districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, including a student enrolled in an independent study program as specified, regardless of the student's eligibility for a federally funded free or reduced-price meal, (2) defines a "nutritionally adequate breakfast and lunch," and (3) requires that students be provided with adequate time to eat. Additionally, policy updated to reflect **NEW LAW (AB 95, 2023)** which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided. In addition, policy updated to reflect **NEW LAW (SB 114, 2023)** which establishes school food best practices such as serving freshly prepared onsite meals using minimally processed, locally grown, and sustainable food, giving priority to California-grown or produced foods, and increasing plant-based or restricted diet food options for students. Policy updated to reflect California Department of Food and Agriculture guidance about school gardens.

Administrative Regulation 3550 - Food Service/Child Nutrition Program

Regulation updated for clarity and alignment with the accompanying Board Policy, with references to outdated material deleted.

Board Policy 3551 - Food Service Operations/Cafeteria Fund

Policy updated to reflect **NEW LAW (SB 348, 2023)** which clarifies that (1) the establishment of a cafeteria fund does not preclude the district from using other funds for the purpose of purchasing school meals, and (2) districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, including a student enrolled in an independent study program as specified, regardless of the student's eligibility for a federally funded free or reduced-price meal. Additionally, policy updated to reflect **NEW LAW (AB 95, 2023)** which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided and **NEW LAW (SB 114, 2023)** which establishes school food best practices such as giving priority to using California-grown or produced, sustainably grown, or whole or minimally processed foods, increasing plant-based or restricted diet food options for students, and preparing fresh meals onsite.

Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund

Regulation updated for clarity and alignment with the accompanying Board Policy, with references to outdated material deleted.

Board Policy 3553 - Free and Reduced Price Meals

Policy updated to reflect **NEW LAW (SB 348, 2023)** which clarifies that districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, regardless of the student's eligibility for a federally funded free or reduced-price meal, and **NEW LAW (AB 95, 2023)** which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided. Additionally, policy updated to clarify that meals served under the school nutrition program meet district-adopted guidelines, in addition to state and federal nutrition standards. In addition, policy updated to more closely align with code language.

Administrative Regulation 3553 - Free and Reduced Price Meals

Regulation updated for clarity and alignment with the accompanying Board Policy, with references to outdated material deleted.

Board Policy 4111/4211/4311 - Recruitment and Selection

Policy updated to reflect **NEW GUIDANCE** from the California Department of Education and the Commission on Teacher Credentialing related to the benefit to students when district staff reflects the racial, ethnic, linguistic and cultural diversity of the district, and when the district's recruitment and selection process seeks to establish and maintain a diverse staff. Additionally, policy updated to include that the pay scale for an open position be included in the job posting. In addition, policy updated to include that discrimination against a person in hiring based on the person's use of cannabis off the job and away from the workplace is prohibited, and reflect **NEW LAW (SB 700, 2023)** which prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information. In addition, policy updated to provide that the district retains the right to maintain drug-free schools and to prohibit employees from possessing, being impaired by, or using cannabis while on the job. Policy also updated to include that, in addition to Governing Board approval and district needs, the provision of incentives to recruit teachers be in accordance with any applicable collective bargaining agreement.

Administrative Regulation 4112.5/4212.5/4312.5 - Criminal Record Check

Regulation updated to reference that discrimination against a person in hiring based on the person's use of cannabis off the job and away from the workplace is prohibited, including **NEW LAW (SB 700, 2023)** which prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information. Additionally, regulation updated for clarity.

Exhibit(1) 4112.5/4212.5/4312.5 - Criminal Record Check

Exhibit reviewed in conjunction with the update of the accompanying Administrative Regulation.

Board Policy 4118 - Dismissal/Suspension/Disciplinary Action

Policy updated to generalize the material related to the basis for disciplinary action, and reflect **NEW COURT DECISION (Visalia Unified School District v. PERB)** which held that service as a union officer constitutes protected activity under the

Educational Employment Relations Act for purposes of complaints of retaliation for union activities, and that retaliation solely for engaging in protected activities is prohibited. Additionally, policy updated to amend the list of what may be considered disciplinary actions to more closely align with law, and to add new section "Compulsory Leave of Absence" for consistency with law and the accompanying administrative regulation.

Regulation 4118 - Dismissal/Suspension/Disciplinary Action

Regulation updated to reference that discrimination against a person in termination or any term or condition of employment based on the person's use of cannabis when off the job or away from the workplace is prohibited, and to clarify that proper notice is required by March 15 of the employee's second complete consecutive year of employment for the district to not rehire a probationary employee for the following school year without giving a statement of reasons. Additionally, regulation updated to delete outdated material and for clarity.

Board Policy 4140/4240/4340 - Bargaining Units

Policy updated to clarify use of "employee organization," "recognized employee organization," "exclusive representative," and "bargaining unit". Additionally, policy updated to clarify Public Employee Relations Board opinions regarding when a district may restrict the wearing of union buttons, insignia, or other pictorial or written messages by employees, when a district may limit an employee organization's ability to communicate with its members, and what constitutes "reasonable restrictions" by a district. In addition, policy updated to remove outdated material related to COVID-19, and reflect **NEW LAW (AB 243, 2023)** which extends the Safe at Home address confidentiality protection to victims of child abduction and members of their households. Policy also updated for clarity, precision, organization, and consistency.

Board Policy 4157/4257/4357 - Employee Safety

Policy updated to reference **NEW LAW (SB 553, 2023)** which requires, starting July 1, 2024, districts to establish, implement, and maintain at all times and in all work areas a workplace violence prevention plan with specified components.

Administrative Regulation 4157/4257/4357 - Employee Safety

Regulation updated to add that the Department of Industrial Relations Division of Occupational Safety and Health may prohibit entry into a place of employment when, in its opinion, the place of employment exposes employees to an imminent hazard. Additionally, regulation updated to reflect **NEW LAW (SB 553, 2023)** which requires, starting July 1, 2024, districts to (1) establish, implement, and maintain at all times and in all work areas a violence prevention plan with specified components, and (2) provide all employees with training when the plan is first established and annually thereafter. In addition, regulation updated to delete outdated information related to actions districts were required to take upon notice of potential exposure to COVID-19.

Administrative Regulation 4157.1/4257.1/4357.1 - Work-Related Injuries

Regulation updated to move material related to notice requirements for an employee who is a victim of a crime for better placement of content, and delete outdated information related to workers' compensation benefits for illness or death resulting from COVID-19.

Board Policy 4218 - Dismissal/Suspension/Disciplinary Action

Policy updated to add that the Governing Board expects all employees to serve as positive role models at school and in the community for consistency with expectations for certificated staff, generalize the material related to the basis for disciplinary action, and reflect **NEW COURT DECISION (Visalia Unified School District v. PERB)** which held that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of complaints of retaliation for union activities, and that retaliation solely for engaging in protected activities is prohibited. Additionally, policy updated to amend the list of what may be considered disciplinary actions to more closely align with law, clarify that if a timely request for a hearing is submitted, a third-party hearing officer is required to conduct the hearing if the Board has delegated such authority, and to add new section "Compulsory Leave of Absence" for consistency with law and the accompanying administrative regulation.

Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action

Regulation updated to reference that discrimination against a person in termination or any term or condition of employment based on the person's use of cannabis when off the job or away from the workplace is prohibited. Additionally, regulation updated to delete outdated material and for clarity.

Board Policy 5126 - Awards for Achievement

Policy updated to add that a budget be established for the purpose of student awards, and that no fee or other cost be charged to any student in relation to any requirements in qualifying for or receiving any district achievement awards. Additionally, policy updated to separate out the State Seal of Biliteracy material from district established awards for biliteracy, and to clarify that the Governing Board may prohibit the district committee which administers the district's scholarship and loan

fund from accepting any donation under conditions it finds incompatible with the fund's intents and purposes as specified in Board Policy 3290 - Gifts, Grants and Requests.

Administrative Regulation 5126 - Awards for Achievement

Regulation updated to reflect **NEW LAW (AB 370, 2023)** which revises the criteria needed to be met for a student to be awarded the State Seal of Biliteracy, and to clarify the eligibility requirements for an English learner to be eligible for the State Seal of Biliteracy.

Board Policy 5141.21 - Administering Medication and Monitoring Health Conditions

Policy updated to reflect **NEW LAW (AB 1283, 2023)** which authorizes districts to provide emergency stock albuterol inhalers to school nurses or trained personnel who have volunteered, who may use the inhaler to provide emergency medical aid to person(s) suffering, or reasonably believed to be suffering, from respiratory distress, and **NEW LAW (AB 1722, 2023)** which authorizes districts to hire a licensed vocational nurse following Governing Board approval that a diligent search was conducted for a credentialed school nurse.

Board Policy 5144 - Discipline

Policy updated to reflect **NEW LAW (SB 291, 2023)** which, beginning with the 2024-25 school year, prohibits a school staff member from denying a student's recess unless the student's participation poses an immediate threat to the physical safety of the student or one or more of the student's peers. Additionally, policy updated to clarify that the Governing Board may, but is not required, to review approved discipline rules for consistency with Board policy and state law. In addition, policy updated to include interventions and supports to students as a priority in determining appropriate discipline.

Administrative Regulation 5144 - Discipline

Regulation updated to clarify that "junior high" and "high school students" are interpreted to mean students in grades 7-12, which affects the list of representatives for the development of site-level disciplinary rules, and that supervised suspension is one of the means of discipline that may be used when other means of correction have failed to bring about proper conduct. Additionally, regulation updated to reflect **NEW LAW (SB 10, 2023)** which expresses the legislative intent that districts use alternatives to a referral of a student to a law enforcement agency in response to an incident involving the student's misuse of an opioid to the extent that the alternative is not in conflict with any other law requiring a referral, and that a multi-tiered system of supports may be utilized, **NEW LAW (AB 1165, 2023)** which encourages districts to have a student who has been suspended, or for whom other means of correction have been implemented, for an incident of racist bullying, harassment, or intimidation, and the victim, to engage in a restorative justice practice suitable to address the needs of both of the students, engage the perpetrator in a culturally sensitive program, and to regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues, and **NEW LAW (SB 291, 2023)** which, beginning with the 2024-25 school year, prohibits a school staff member from denying a student's recess unless the student's participation poses an immediate threat to the physical safety of the student or one or more of the student's peers.

Board Policy 6115 - Ceremonies and Observances

Policy updated to add events of present day significance to the Governing Board's recognition of the importance of students celebrating events of significance, as observances which districts are required to hold by law may include current laws and rights. Additionally, policy updated to reflect that specified commemorative exercises may be required by law and include educational components.

Administrative Regulation 6115 - Ceremonies and Observances

Regulation updated to reflect **NEW LAW (AB 800, 2023)** which requires districts to observe, during the week that includes April 28, "Workplace Readiness Week" by providing high school students with specified information on their rights as workers, and, for students in grades 11 and 12, for the observances to be integrated into the regular school program consistent with the history-social science framework. Additionally, regulation updated to reflect that specified commemorative exercises may be required by law. In addition, regulation updated to add to the list of when the national flag is required to fly at half-staff to include the death of a first responder in the state who dies while serving in the line of duty.

Board Policy 6141.2 - Recognition of Religious Beliefs and Customs

Policy updated to reflect **NEW GUIDANCE** from the U.S. Department of Education regarding constitutionally protected prayer and religious expression in public schools and Appendix F of the California Department of Education's History and Social Science Framework which offers guidance and support for educators regarding the recognition of religious beliefs and customs. Additionally, policy updated to add that instruction regarding the role of religion in society be consistent with adopted instructional materials and state standards. In addition, policy updated to reflect U.S. Supreme Court decision (Kennedy v. Bremerton) which held that the employee, a football coach, did not coerce students to pray when the employee knelt at midfield after games to offer a quiet personal prayer, rejected the district's argument that any visible religious conduct by a teacher or coach amounted to impermissible coercion on students, and concluded that the coach was acting in a private

capacity and not in the capacity of an employee of the district when the prayer was offered during a time when school employees were free to attend to personal matters. Policy also updated to reflect **NEW COURT DECISION** (Fellowship of Christian Athletes v. San Jose Unified School District) in which the Ninth Circuit U.S. Court of Appeals held that it would be discrimination for a district to fail to recognize a student club with religiously based leadership requirements upon a finding that multiple student clubs imposed certain requirements for membership or leadership positions—i.e., discriminated against certain students—but that the district only objected to the Fellowship of Christian Athletes' requirements because of the *religious* basis of the requirements.

Administrative Regulation 6141.2 - Recognition of Religious Beliefs and Customs

Regulation updated to reflect Appendix F of the California Department of Education's History and Social Science Framework which offers guidance and support for educators regarding the recognition of religious beliefs and customs.

Board Bylaw 9320 - Meetings and Notices

Bylaw updated to clarify that a study session, retreat, public forum, or discussion meeting of the Governing Board must either be held as a regular or special Board meeting. Additionally, bylaw updated to reflect **NEW LAW (AB 557, 2023)** which extended and modified the ability of a Board member to join a meeting by teleconference due to just cause or emergency circumstances or during a proclaimed state of emergency. In addition, bylaw updated to remove outdated COVID-19 related requirements. Bylaw also updated for clarity, precision, organization, and consistency.

Board Bylaw 9323.2 - Actions by the Board

Bylaw updated to add that the Governing Board may take action on a request by a Board member to participate by teleconference due to emergency circumstances if it is not on the posted agenda so long as there was not sufficient time to place it on the agenda. Additionally, bylaw updated to remove language related to the authority of the district attorney's office or an interested person to file a civil action asking the court to order the Board to stop or prevent a Brown Act violation and replace it with language requiring the district attorney's office or interested person to first present a demand to "cure and correct" the alleged violation and, when such occurs, for the Board to consult with legal counsel on if and how to respond.

Exhibit(1) 9323.2 - Actions by the Board

Exhibit updated to clarify that the exhibit is a non-exhaustive list of actions that require more than a simple majority vote and that have restrictions on when the Governing Board may act. Additionally, exhibit updated to remove, in the section "Actions Requiring a Two-Thirds Vote of the Membership of the Board," an item related to school facilities improvement districts as well as an item related to parcel taxes, both of which do not require a two-thirds vote. In addition, exhibit updated to add sections on "Actions Required to Occur During a Regular Board Meeting" and "Prohibitions on Certain Board Actions". Exhibit also updated to reflect **NEW LAW (SB 494, 2023)** which prohibits the Board from taking action to terminate a superintendent or assistant superintendent without cause within 30 calendar days after the first convening of the Board after a general election at which one or more of the Board members are elected or recalled, and **NEW LAW (SB 229, 2023)** which requires a district that is disposing of surplus land and has received notification of a violation to hold an open and public meeting to review and consider the substance of the notice of violation and prohibits the Board from taking final action to ratify or approve the proposed disposal of surplus land until a public meeting is held. Exhibit also updated for clarity, precision, organization, and consistency.

Delete - Exhibit(2) 9323.2 - Actions by the Board

Exhibit deleted as districts should consult with legal counsel if there is a need to respond to a "cure and correct" letter.

ISSUE: Presented to the Board is the 2024-2025 Carl Perkins Application.

For full documentation please visit:
Kingsburghigh.com > Board > Current Board Agenda Documents

ACTION: Approve or deny the 2024-2025 Carl Perkins Application.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

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

10.10



Kingsburg Joint Union High School District
Agriculture Department
1900 18th Avenue
Kingsburg, CA 93631
(559) 897-2248

To: Board of Trustees
Kingsburg Joint Union High School District

From: Brian Donovan
Career Technical Education Coordinator

Date: May 16, 2024

Re: 2024-2025 Carl Perkins Application

I am requesting board approval of the 2024-2025 Carl Perkins Career & Technical Education application. This document is required by the state of California in order for them to distribute funding to our site in accordance with the guidelines of the Carl D. Perkins Career & Technical Education Improvement Act.

The Kingsburg Joint Union High School District is scheduled to receive \$33,870 in Perkins funding next year to supplement district and other funds that aid in developing, implementing and strengthening programs for career technical education students.

In April, an application form was sent to district CTE teachers, those teachers who responded to the form by the deadline were include in the application for 2024-2025.

If you have any questions or concerns, I can be reached by cell phone (650-255-2873).

Thank you.

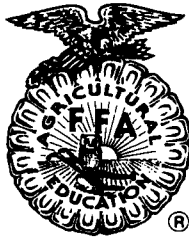
ISSUE: Presented for the Board is the 2024-2025 Agriculture Incentive Grant Application.

ACTION: Approve or deny the 2024-2025 Agriculture Incentive Grant Application.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

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



Kingsburg Joint Union High School District
Agriculture Department
1900 18th Avenue
Kingsburg, CA 93631
(559) 897-2248

To: Board of Trustees
Kingsburg Joint Union High School District

From: Brian Donovan
Agriculture Department Chair

Date: June 17, 2024

Re: 2024-2025 Agriculture Incentive Grant Application

COPY

I am requesting board approval of the 2024-2025 Agriculture Incentive Grant application. The Kingsburg Joint Union High School District is scheduled to receive \$28,940 in Ag Incentive Grant funding next year to supplement district and other funds that aid in developing, implementing and strengthening the agriculture program for students.

If you have any questions or concerns, I can be reached by cell phone (650-255-2876).

Thank you.

Application for Funding

Agricultural Career Technical Education Incentive Grant Program Year 2024–25

Project Duration: July 1, 2024, to June 30, 2025

School Site: Kingsburg High School

District: Kingsburg Joint Union High School District

Certification:

I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Signature of Authorized Agent

Superintendent
Authorized Agent Title


Signature of Agriculture Teacher
Responsible for Program

Signature of Principal

Agriculture Teacher Summer Contact Cell Number: (650) 255-2876

Local Educational Agency (LEA) Board Approval Date: 6/24/2024

Printed Name of Agriculture Teachers:

Brian Donovan

Amanda Ferguson

Allexis Calvert

PART A – Base Level Funding

In order to qualify for the Agriculture Education Incentive Grant an LEA must meet all the following criteria or provide a Variance approved by the Regional Supervisor for each criterion not met. All evidence must be included with the original application submitted to the Regional Supervisor.

Note: Stand-alone middle school programs will only be required to complete Part A.

- 1. Properly Credentialed Teachers:
Log onto the California Commission on Teacher Credentialing (CTC) and provide printout of credentials or provide a copy of current credentials.
- 2. Professional Development:
Provide printout from teacher journal in Agriculture Experience Tracker (AET) verifying professional development activities.
- 3. Course Sequence:
Provide documents/evidence of at least one three-year course sequence.
- 4. Grading of Future Farmers of America (FFA) and Supervised Agricultural Experience Participation (SAE):
Provide a copy of course syllabus identifying grading of FFA and SAE.
- 5. Alternative Credits:
Submit description of at least one course meeting A-G, Dual Enrollment, Articulation, etc.
- 6. Future Farmers of America Constitution and By-Laws:
Provide a copy of the current Chapter Constitution and Bylaws with the election of officers highlighted.
- 7. Future Farmers of America Meetings:
Use meeting manager in AET or provide minutes for a minimum of six chapter meetings.
- 8. Agriculture Advisory Committee:
Provide meeting minutes for two Agriculture Advisory Committee meetings.

Checking all the required criteria as being met qualifies the LEA for Part A funding. Verification of meeting each criterion must be provided to the Regional Supervisor.

PART A – Base Level Funding (Continued)

Qualified Program (\$4,500) to each site		<u>\$ 4,500</u>
Number of Agriculture Teachers teaching at least one approved agriculture course?	<u>3</u>	
Teacher based funding (Number of teachers x \$500)		<u>\$ 1,500.00</u>
Number of Students as identified on the 2023-24 FFA Membership roster?	<u>\$ 294</u>	
Student based funding (Number of students x \$10)		<u>\$ 2,940.00</u>
Class size funding A (number of teachers meeting level A in all classes – 29-31 in classroom/23-25 in shop classes)	<u>\$ 1</u>	
Class size A funding (Number of teachers meeting level A class size x \$1,000)		<u>\$ 1,000.00</u>
Class size funding B (number of teachers meeting level B in all classes – 28 in classroom/22 in shop classes)	<u>\$ 2</u>	
Class size B funding (Number of teachers meeting level B class size x \$2,000)		<u>\$ 4,000.00</u>
Total Part A Funding:	<u>\$ 13,940.00</u>	

PART B – Additional Funding

LEA's may qualify for additional funding based on their ability to meet specific classroom, leadership, and experiential learning (SAE) criteria. It is not necessary for a program to meet all criteria in each category to be eligible to receive additional funding. Verification of meeting criteria will be taken from entries in the AET. The AET report will be developed based on data as of June 30th. Funding in each section will be based on the number of points accumulated in that section. This report will be used to complete Part B and will be included as part of the application.

Based on the 2023-24 Agricultural Education Incentive Grant Report, and points accumulated, the LEA may qualify for base level funding through the classroom section, leadership section, and experiential learning (SAE) section.

An LEA shall qualify for Part B funding in each section if they meet the predetermined base level. Bonus funding is earned if a program exceeds the predetermined base level by twenty percent (20%). LEA's meeting the base level shall receive \$2,250 plus \$250 per qualified teacher. LEA's meeting the bonus level shall receive an additional \$2,250 plus an additional \$250 per qualified teacher.

Note: An LEA may qualify for Level A, Level B, or no funding in each section but shall not qualify for both funding levels in a section. Example: The LEA qualifies for Level A funding in the Classroom Section, Level B in the Leadership Section and no funding in the SAE section.

PART B – Additional Funding (Continued)

Classroom Section

Points Earned as Identified in the AET Report	<u>982</u>	
Level A Funding: (number of teachers x \$250) + \$2,250		<u>\$ 6,000.00</u>
Level B Funding: (number of teachers x \$500) + \$4,500		<u>\$ 6,000.00</u>
Total Classroom Section Funding		<u>\$ 6,000.00</u>

Leadership Section

Points Earned as Identified in the AET Report	<u>697</u>	
Level A Funding: (number of teachers x \$250) + \$2,250		<u>\$ 6,000.00</u>
Level B Funding: (number of teachers x \$500) + \$4,500		<u>\$ 6,000.00</u>
Total Leadership Section Funding		<u>\$ 6,000.00</u>

Experiential Learning SAE Section

Points Earned as Identified in the AET Report	<u>1,104</u>	
Level A Funding: (number of teachers x \$250) + \$2,250		<u>\$ 3,000.00</u>
Level B Funding: (number of teachers x \$500) + \$4,500		<u>\$ 3,000.00</u>
Total Experiential Learning SAE Section		<u>\$ 3,000.00</u>

Total Part B Funding: \$ 15,000.00

Part C – Program Funding

LEAs may qualify for additional funding based on their ability to meet specific program criteria. To qualify for Program Funding, a program must show evidence of meeting all criteria identified. Evidence must be submitted at the time the original application is submitted to the Region Supervisor.

Part C – Program Funding (Continued)

To qualify for Part C Program Funding, a site must show evidence of meeting the following. If any item is not met, the program is not eligible to apply for Part C funding.

- Each teacher (50 percent of their teaching load in agriculture) must have participated in eight approved professional development activities.
- Agenda and Minutes for three Agriculture Education Advisory Committee meetings.
- Each teacher (50 percent of their teaching load in agriculture) must have an extended contract and/or a project supervision period. The project supervision period must be in addition to the provided prep period.

If a program has met the three required criteria, they are eligible for funding and must complete the following Sections.

Section A – Earn one point for each criterion met.

- Held an FFA Officer team retreat or other planning activity prior to the start of school and continued to hold meetings during the year to plan FFA activities.
- In addition to the Agricultural Education Advisory Committee, the program has an Agriculture Boosters Club and/or an FFA Alumni Chapter.
- Program hosted a Student Teacher.

Total Points Section A: _____
(3 Points Possible)

Section B – Earn points based on AET California Ag CTE Incentive Grant Application Report. Points Earned as Identified in the AET Report for D–Program: _____

Total Points Section B: 0.00
(Section A + Section B Points)

Level A Funding: (\$5,000)	_____
Level B Funding: (\$7,500)	_____
Total Part C Funding:	\$ 0.00
Part A Base Level Funding:	<u>\$ 13,940.00</u>
Part B Additional Funding:	<u>\$ 15,000.00</u>
Part C Program Funding:	<u>\$ 0.00</u>

Grand Total Funding: \$ 28,940.00

ISSUE:

Presented to the Board is Proposition 28 Arts & Music in Schools Act – School Site Expenditure Plans.

ACTION:

Approve or deny the Proposition 28 Arts & Music in Schools Act – School Site Expenditure Plans.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

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

Proposition 28: Arts and Music in Schools Act — School Site Expenditure Plan

Background

The Proposition 28: the Arts and Music in Schools (AMS) Act provides an annual source of funding for arts education in California, between \$800 million and \$1 billion each year. This document, the School Site Expenditure Plan Template, can be used to support the planning of these funds. Each school is required to submit an annual board-approved report to post on the school district’s and Department of Education’s website that details the types of arts education programs funded by the program, the number of full-time equivalent (FTE) teachers, classified personnel, and teaching aides; the number of students served; and the number of school sites providing arts education programs with such funds.

Document Purpose

Directions:

The instructions below guide school sites through inventorying current expenditures supporting arts education. School sites may use the related Excel workbook to fill in the information outlined in the instructions below. All cells highlighted in yellow require data to be entered by the user. The information below provides an example.

School Site Information Tab

Begin by filling out the “School Site Information” Tab.

School Site Information				
School Name	County Code	District Code	Charter Number (if applicable)	Fiscal Year
Kingsburg High School	10	1062257		2024-25
Address		County Name		
1900 18th Ave		United States		
City		State	Zip Code	
Kingsburg		CA	93631	
Contact Name	Title	Phone	Email	
Ryan Phelan	Principal	559-897-5156	rphelan@kingsburghigh.com	

Rollup Summary Tab

Next, in the "Rollup Summary" Tab, enter the fiscal year and the total Proposition 28 AMS funding received by the school site.

Total Proposition AMS 28 Funds received by the LEA	
Fiscal year:	2024-25
Total Prop 28 AMS funding received:	\$173,529.00

The Plan Summary Section as well as the Total Proposition 28 AMS Funds Included will be automatically filled in after the expenditure plan is complete.

Plan Summary	Total Planned Expenditures
Staffing	\$133,869.00
Equipment, supplies, materials, and contracts	\$39,660.00
Administrative costs	\$0.00

Total Proposition 28 AMS Funds Included in this Plan
\$173,529.00

Prior Year Costs

Enter the costs from the prior year as the estimated costs for arts education programming. For school sites that used the Inventory of Arts Programming and Expenditures Template, use the total sums from that tool to input data into this section.

Estimated Costs Arts Education Costs in Prior Year	Total Planned Expenditures
Staffing	\$101,103.00
Equipment, supplies, materials, and contracts	0.00
Administrative costs	0.00

Community Engagement

A school's decisions about how to use its Proposition 28 AMS funds will directly impact the students, families, and local community and it is highly recommended LEAs consult with their community. The following is a description of how the school meaningfully consulted with its community members in determining the best use of arts education funding in the school. For schools that used the Collecting Community Input Template, enter a summary of information collected here.

Describe the meaningful efforts made by the LEA to consult with its required community members and the opportunities provided by the school for public input in the development of the plan.
Prop 28 was discussed at PAC, ELAC/DELAC, and SSC meetings prior to writing the plan. Meetings were held in December 2023, March 2024 and May 2024.

Describe how the development of the plan was influenced by community input.

Community members understood that the district hired a new CTE pathway teacher. The district started a graphic design class that would support both Kingsburg High School, Oasis High School and Kingsburg Independent Study High School students. Members stated they heard good comments about the class. Additional stipend positions to support band, color guard, choir and drama started this year and will continue. The district is working with VROP to get another part-time CTE teacher to provide classes for students. Discussion of spending 80% of the funds on hiring has been difficult, because of limited classrooms on both campuses and hiring part time teachers. Discussion of other equipment/supplies, materials was discussed. Since the district still has money from the Art and Music grant, that funding is being used first. Members understood the direction of Prop 28 money and agreed to the districts plan.

Expenditure Plan

Next, in the "School Expenditure Plan" Tab, fill out the expenditures planned for the fiscal year related to arts programming. This can include all expenditures from any source of funding.

- **Category 1: Staffing Expenditures**

Enter information below on how the school will use funds to hire personnel to support arts education programs. Include the arts discipline or course, course number, the FTE, whether the staff has credentials—CTE, classified, or a teacher's aide—the grade levels, and the number of students the position will serve. Include an estimated cost and what funding source (or sources) will support this staff position.

Arts Discipline or Course	Course Number	Staffing FTE or fraction	Credentialed	CTE Credentialed	Classified	Teacher's Aide	Grade Levels Served	Number of Students Served	Estimated Cost (Salary + Benefits)	Funding Sources	Percent
Band	9291	Stipend			XX		9-12	92	\$1646.00	6770	
Band	9291	Stipend			XX		9-12	92	\$1646.00	6770	
Colorguard	9291	Stipend			XX		9-12	19	\$3840.00	6770	
Band	9291	Stipend			XX		9-12	92	\$1646.00	6770	
Band	9291	Stipend			XX		9-12	92	\$1646.00	6770	
Colorguard	9291	Stipend			XX		9-12	19	\$3840.00	6770	
Band	9291	Stipend			XX		9-12	92	\$5486.00	6770	
Colorguard	9291	Stipend			XX		9-12	19	\$3840.00	6770	
Graphic Design	7211	1 FTE		XX			9-12	38	\$75,230.00	6770	
CTE Teacher		.333 FTE		XX			9-12	40	\$35,049.00	6770	
TOTALS									\$133,869.00	6770	

- **Category 2: Equipment, Supplies, and Materials**

Enter information on how the school will use funds to purchase equipment, supplies, and materials to support arts education. Include the arts discipline or course, item description, the grade levels, and number of students served with this item. Include an estimated cost and what funding source (or sources) will be used for the item.

Note: For LEAs with more than 500 students, no more than 20% of funds can be spent on training supplies, curriculum, professional learning, materials, and arts education programs. In this template, Category 2: Equipment, Supplies, & Materials and Category 3: Arts Partnership Programs roll up together to make up this 20%.

Arts Discipline or Course	Item Description	Grade Levels Served	Number of Students Served	Estimated Cost	Funding Sources	Percent
All courses based on need	Supplies and material	9-12		\$39,660.00	6770	100%
TOTALS				\$39,660.00		

- **Category 3: Arts Partnership Programs**

Describe how the school will use funds for contracts, leases, and rentals with third party vendors. Include the arts discipline or course, contract description, the arts partner, the grade levels served, and number of students served. Include an estimated cost and what funding source (or sources) will be used to pay for the partnership. These costs will be rolled up with costs related to equipment, supplies, and materials in the "Rollup Summary" tab.

Note: For LEAs with more than 500 students, no more than 20% of funds can be spent on training supplies, curriculum, professional learning, materials, and arts education programs. In this template, Category 2: Equipment, Supplies, & Materials and Category 3: Arts Partnership Programs roll up together to make up this 20% of spending.

Arts Discipline or Course	Contract Description	Arts Partner	Grade Levels Served	Number of Students Served	Estimated Cost	Funding Sources	Percent
TOTAL					0.00		

- **Category 4: Administrative Costs**

Finally, describe how the school will use funds for administrative costs. Include a description of the administration or oversight provided, the arts coordinator, district level coordinator, or arts lead involved, and the service provided. Include an estimated cost and what funding source (or sources) will be used to pay for the administrative cost.

Administration or oversight provided	Arts Coordinator, District Level Coordinator, Arts Leads, etc.	Service Provided	Estimated Cost	Funding Sources	Percent
TOTAL			\$0.00		

Proposition 28: Arts and Music in Schools Act — School Site Expenditure Plan

Background

The Proposition 28: the Arts and Music in Schools (AMS) Act provides an annual source of funding for arts education in California, between \$800 million and \$1 billion each year. This document, the School Site Expenditure Plan Template, can be used to support the planning of these funds. Each school is required to submit an annual board-approved report to post on the school district’s and Department of Education’s website that details the types of arts education programs funded by the program, the number of full-time equivalent (FTE) teachers, classified personnel, and teaching aides; the number of students served; and the number of school sites providing arts education programs with such funds.

Document Purpose

Directions:

The instructions below guide school sites through inventorying current expenditures supporting arts education. School sites may use the related Excel workbook to fill in the information outlined in the instructions below. All cells highlighted in yellow require data to be entered by the user. The information below provides an example.

School Site Information Tab

Begin by filling out the “School Site Information” Tab.

School Site Information				
School Name	County Code	District Code	Charter Number (if applicable)	Fiscal Year
Oasis High School	10	62257		2024-25
Address		County Name		
1900 18th Ave		United States		
City		State	Zip Code	
Kingsburg		CA	93631	
Contact Name	Title	Phone	Email	
Ryan Walterman	Director of Alternative Education	559-897-3880	rwalterman@kingsburghigh.com	

Rollup Summary Tab

Next, in the "Rollup Summary" Tab, enter the fiscal year and the total Proposition 28 AMS funding received by the school site.

Total Proposition AMS 28 Funds received by the LEA	
Fiscal year:	2024-25
Total Prop 28 AMS funding received:	\$10,819.00

The Plan Summary Section as well as the Total Proposition 28 AMS Funds Included will be automatically filled in after the expenditure plan is complete.

Plan Summary	Total Planned Expenditures
Staffing	\$10,819.00
Equipment, supplies, materials, and contracts	\$0.00
Administrative costs	\$0.00

Total Proposition 28 AMS Funds Included in this Plan
\$10,819.00

Prior Year Costs

Enter the costs from the prior year as the estimated costs for arts education programming. For school sites that used the Inventory of Arts Programming and Expenditures Template, use the total sums from that tool to input data into this section.

Estimated Costs Arts Education Costs in Prior Year	Total Planned Expenditures
Staffing	\$10,819.00
Equipment, supplies, materials, and contracts	\$0.00
Administrative costs	\$0.00

Community Engagement

A school's decisions about how to use its Proposition 28 AMS funds will directly impact the students, families, and local community and it is highly recommended LEAs consult with their community. The following is a description of how the school meaningfully consulted with its community members in determining the best use of arts education funding in the school. For schools that used the Collecting Community Input Template, enter a summary of information collected here.

Describe the meaningful efforts made by the LEA to consult with its required community members and the opportunities provided by the school for public input in the development of the plan.
Prop 28 was discussed at PAC, ELAC/DELAC, and SSC meetings prior to writing the plan. Meetings were held in December 2023, March 2024 and May 2024.

Describe how the development of the plan was influenced by community input.

Community members understood that the district hired a new CTE pathway teacher. The district started a graphic design class that would support both Kingsburg High School, Oasis High School and Kingsburg Independent Study High School students. Members stated they heard good comments about the class. Additional stipend positions to support band, color guard, choir and drama started this year and will continue. The district is working with VROP to get another part-time CTE teacher to provide classes for students. Discussion of spending 80% of the funds on hiring has been difficult, because of limited classrooms on both campuses and hiring part time teachers. Discussion of other equipment/supplies, materials was discussed. Since the district still has money from the Art and Music grant, that funding is being used first. Members understood the direction of Prop 28 money and agreed to the districts plan.

Expenditure Plan

Next, in the "School Expenditure Plan" Tab, fill out the expenditures planned for the fiscal year related to arts programming. This can include all expenditures from any source of funding.

- **Category 1: Staffing Expenditures**

Enter information below on how the school will use funds to hire personnel to support arts education programs. Include the arts discipline or course, course number, the FTE, whether the staff has credentials—CTE, classified, or a teacher's aide—the grade levels, and the number of students the position will serve. Include an estimated cost and what funding source (or sources) will support this staff position.

Arts Discipline or Course	Course Number	Staffing FTE or fraction	Credentialed	CTE Credentialed	Classified	Teacher's Aide	Grade Levels Served	Number of Students Served	Estimated Cost (Salary + Benefits)	Funding Sources	Percent
Graphic Design	7211	1 FTE		XX			10-12	40	\$10,819.00	6770	
TOTALS									\$10,819.00		

- **Category 2: Equipment, Supplies, and Materials**

Enter information on how the school will use funds to purchase equipment, supplies, and materials to support arts education. Include the arts discipline or course, item description, the grade levels, and number of students served with this item. Include an estimated cost and what funding source (or sources) will be used for the item.

Note: For LEAs with more than 500 students, no more than 20% of funds can be spent on training supplies, curriculum, professional learning, materials, and arts education programs. In this template, Category 2: Equipment, Supplies, & Materials and Category 3: Arts Partnership Programs roll up together to make up this 20%.

Arts Discipline or Course	Item Description	Grade Levels Served	Number of Students Served	Estimated Cost	Funding Sources	Percent
TOTALS				\$0.00		

- **Category 3: Arts Partnership Programs**

Describe how the school will use funds for contracts, leases, and rentals with third party vendors. Include the arts discipline or course, contract description, the arts partner, the grade levels served, and number of students served. Include an estimated cost and what funding source (or sources) will be used to pay for the partnership. These costs will be rolled up with costs related to equipment, supplies, and materials in the "Rollup Summary" tab.

Note: For LEAs with more than 500 students, no more than 20% of funds can be spent on training supplies, curriculum, professional learning, materials, and arts education programs. In this template, Category 2: Equipment, Supplies, & Materials and Category 3: Arts Partnership Programs roll up together to make up this 20% of spending.

Arts Discipline or Course	Contract Description	Arts Partner	Grade Levels Served	Number of Students Served	Estimated Cost	Funding Sources	Percent
TOTAL					\$0.00		

- **Category 4: Administrative Costs**

Finally, describe how the school will use funds for administrative costs. Include a description of the administration or oversight provided, the arts coordinator, district level coordinator, or arts lead involved, and the service provided. Include an estimated cost and what funding source (or sources) will be used to pay for the administrative cost.

Administration or oversight provided	Arts Coordinator, District Level Coordinator, Arts Leads, etc.	Service Provided	Estimated Cost	Funding Sources	Percent
TOTAL			\$0.00		

Proposition 28: Arts and Music in Schools Act — School Site Expenditure Plan

Background

The Proposition 28: the Arts and Music in Schools (AMS) Act provides an annual source of funding for arts education in California, between \$800 million and \$1 billion each year. This document, the School Site Expenditure Plan Template, can be used to support the planning of these funds. Each school is required to submit an annual board-approved report to post on the school district’s and Department of Education’s website that details the types of arts education programs funded by the program, the number of full-time equivalent (FTE) teachers, classified personnel, and teaching aides; the number of students served; and the number of school sites providing arts education programs with such funds.

Document Purpose

Directions:

The instructions below guide school sites through inventorying current expenditures supporting arts education. School sites may use the related Excel workbook to fill in the information outlined in the instructions below. All cells highlighted in yellow require data to be entered by the user. The information below provides an example.

School Site Information Tab

Begin by filling out the “School Site Information” Tab.

School Site Information				
School Name	County Code	District Code	Charter Number (if applicable)	Fiscal Year
Kingsburg Independent Study High School	10	62257		2024-25
Address		County Name		
1900 18th Ave		United States		
City		State	Zip Code	
Kingsburg		CA	93631	
Contact Name	Title	Phone	Email	
Ryan Walterman	Director of Alternative Education	559-897-3880	rwalterman@kingsburghigh.com	

Rollup Summary Tab

Next, in the "Rollup Summary" Tab, enter the fiscal year and the total Proposition 28 AMS funding received by the school site.

Total Proposition AMS 28 Funds received by the LEA	
Fiscal year:	2024-25
Total Prop 28 AMS funding received:	\$13,952.00

The Plan Summary Section as well as the Total Proposition 28 AMS Funds Included will be automatically filled in after the expenditure plan is complete.

Plan Summary	Total Planned Expenditures
Staffing	\$13,952.00
Equipment, supplies, materials, and contracts	\$0.00
Administrative costs	\$0.00

Total Proposition 28 AMS Funds Included in this Plan
\$13,952.00

Prior Year Costs

Enter the costs from the prior year as the estimated costs for arts education programming. For school sites that used the Inventory of Arts Programming and Expenditures Template, use the total sums from that tool to input data into this section.

Estimated Costs Arts Education Costs in Prior Year	Total Planned Expenditures
Staffing	\$13,952.00
Equipment, supplies, materials, and contracts	\$0.00
Administrative costs	\$0.00

Community Engagement

A school's decisions about how to use its Proposition 28 AMS funds will directly impact the students, families, and local community and it is highly recommended LEAs consult with their community. The following is a description of how the school meaningfully consulted with its community members in determining the best use of arts education funding in the school. For schools that used the Collecting Community Input Template, enter a summary of information collected here.

Describe the meaningful efforts made by the LEA to consult with its required community members and the opportunities provided by the school for public input in the development of the plan.
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Describe how the development of the plan was influenced by community input.

Community members understood that the district hired a new CTE pathway teacher. The district started a graphic design class that would support both Kingsburg High School, Oasis High School and Kingsburg Independent Study High School students. Members stated they heard good comments about the class. Additional stipend positions to support band, color guard, choir and drama started this year and will continue. The district is working with VROP to get another part-time CTE teacher to provide classes for students. Discussion of spending 80% of the funds on hiring has been difficult, because of limited classrooms on both campuses and hiring part time teachers. Discussion of other equipment/supplies, materials was discussed. Since the district still has money from the Art and Music grant, that funding is being used first. Members understood the direction of Prop 28 money and agreed to the districts plan.

Expenditure Plan

Next, in the "School Expenditure Plan" Tab, fill out the expenditures planned for the fiscal year related to arts programming. This can include all expenditures from any source of funding.

- **Category 1: Staffing Expenditures**

Enter information below on how the school will use funds to hire personnel to support arts education programs. Include the arts discipline or course, course number, the FTE, whether the staff has credentials—CTE, classified, or a teacher's aide—the grade levels, and the number of students the position will serve. Include an estimated cost and what funding source (or sources) will support this staff position.

Arts Discipline or Course	Course Number	Staffing FTE or fraction	Credentialed	CTE Credentialed	Classified	Teacher's Aide	Grade Levels Served	Number of Students Served	Estimated Cost (Salary + Benefits)	Funding Sources	Percent
Graphic Design	7211	1 FTE		XX			9-12	10	\$13,952.00	6770	
TOTALS									\$13,952.00		

- **Category 2: Equipment, Supplies, and Materials**

Enter information on how the school will use funds to purchase equipment, supplies, and materials to support arts education. Include the arts discipline or course, item description, the grade levels, and number of students served with this item. Include an estimated cost and what funding source (or sources) will be used for the item.

Note: For LEAs with more than 500 students, no more than 20% of funds can be spent on training supplies, curriculum, professional learning, materials, and arts education programs. In this template, Category 2: Equipment, Supplies, & Materials and Category 3: Arts Partnership Programs roll up together to make up this 20%.

Arts Discipline or Course	Item Description	Grade Levels Served	Number of Students Served	Estimated Cost	Funding Sources	Percent
TOTALS				\$0.00		

- **Category 3: Arts Partnership Programs**

Describe how the school will use funds for contracts, leases, and rentals with third party vendors. Include the arts discipline or course, contract description, the arts partner, the grade levels served, and number of students served. Include an estimated cost and what funding source (or sources) will be used to pay for the partnership. These costs will be rolled up with costs related to equipment, supplies, and materials in the "Rollup Summary" tab.

Note: For LEAs with more than 500 students, no more than 20% of funds can be spent on training supplies, curriculum, professional learning, materials, and arts education programs. In this template, Category 2: Equipment, Supplies, & Materials and Category 3: Arts Partnership Programs roll up together to make up this 20% of spending.

Arts Discipline or Course	Contract Description	Arts Partner	Grade Levels Served	Number of Students Served	Estimated Cost	Funding Sources	Percent
TOTAL					\$0.00		

- **Category 4: Administrative Costs**

Finally, describe how the school will use funds for administrative costs. Include a description of the administration or oversight provided, the arts coordinator, district level coordinator, or arts lead involved, and the service provided. Include an estimated cost and what funding source (or sources) will be used to pay for the administrative cost.

Administration or oversight provided	Arts Coordinator, District Level Coordinator, Arts Leads, etc.	Service Provided	Estimated Cost	Funding Sources	Percent
TOTAL			\$0.00		

ISSUE:

Presented to the Board is the 2024-2025 Comprehensive Youth Services Proposed Budget for the student assistance program for the Kingsburg Joint Union High School District in the amount of \$404,878.00.

ACTION:

Approve or deny the 2024-2025 Comprehensive Youth Services Proposed Budget for the student assistance program.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

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



Comprehensive Youth Services

Counseling & Supportive Services • Since 1973

May 9, 2024

Kingsburg Joint Union High School District

Student Assistance Program - Proposed Budget

SAP Counselor(s)

Start Date **August 16, 2024**

End Date **June 30, 2025**

FTE	3.5
Total Budget	\$ 404,878.00
Contracted Hours	6,356



ISSUE:

Presented to the Board is the *A. Solution 2024-2025 Proposal* for on-site counseling and prevention for Kingsburg Joint Union High School District in the amount of \$14,087.50.

ACTION:

Approve or deny the *A. Solution 2024-2025 Proposal* for Kingsburg Joint Union High School District.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

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

COPY

a.sOLUTION

thru treatment, education, and prevention, inc.

DATE OF PROPOSAL: 05-17-2024

(FOR THE 2024-2025 SCHOOL YEAR)

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
1900 18TH Ave.
Kingsburg, CA 93631

"1 day per week proposal"

"A Solution Inc." proposal to Kingsburg Joint Union High School District for the following services:

School Sites (days per week)	Service provided	Cost
Kingsburg HS And Oasis HS (1 day per week total)	On-Site Drug & Alcohol Counseling/Prevention	1 total service day per week (for 35 weeks) for a total of 35 days billed at \$402.50 per day. GRAND TOTAL = \$14,087.50

Should this proposal be accepted, please include a PO# with the eventual contract to ensure accurate billing of services. Any additional services requested during the course of the school year, above and beyond the frequency of days listed above will be billed at the following rate:

On-Site Counseling and Prevention = \$402.50 per day

Make Checks Payable to: A Solution thru Treatment, Education, and Prevention, Inc. (AKA "A Solution Inc.")
Federal Tax-ID#: 56-2345295

Mail to: A Solution Inc.
PO Box 3280
Visalia, CA 93278

KJUHS Consultant – Print Name

KJUHS Consultant - Signature

Date Signed

COPY

**DATE OF PROPOSAL: 05-11-2024
(FOR THE 2024-2025 SCHOOL YEAR)**

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
1900 18th Ave.
Kingsburg, CA 93631**

PromptTest, LLC proposal to Kingsburg Joint Union High School District for the following services:

School Site(s)	Service provided	Cost
Kingsburg HS and Oasis HS	Random Drug Testing	10 drug tests per week (for 35 weeks) for a total of 350 drug tests billed at \$55.00 per test = \$19,250.00
	Follow-up Testing	90 Follow-up tests at \$55.00 per test = \$4,950.00
	GRAND TOTAL = \$24,200.00	

Drugs tested for that are included in each panel:

1. Alcohol (Ethanol – 12 hour)
2. Amphetamines
3. Barbiturates
4. Benzodiazepines
5. Cocaine
6. Opiates
7. THC (Marijuana)
8. Fentanyl
9. Creatinine

Not included, but available at request:

1. **EtG (80-hour test to determine if alcohol has been consumed – \$40.00 PER TEST)**

This is just a proposal and can be modified at your request.

Should this proposal be accepted, please include a PO# with the eventual contract to ensure accurate billing of services.

Any additional services requested during the course of the school year, above and beyond the frequency of days listed

above will be billed at the following rate:

UA Drug Test = \$55.00 per test

Make Checks Payable to: PromptTest, LLC

Federal Tax-ID#: 92-1975782

Mail to: PromptTest, LLC

PO Box 3280

Visalia, CA 93278

KJUHS D Consultant – Print Name

KJUHS D Consultant – Signature

Date Signed

ISSUE: Presented to the Board is the first reading and request to waive the second reading for Board Policy 5131.61 Drug Testing.

ACTION: Approve the first reading and waive the second of Board Policy 5131.61 Drug Testing.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

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

Policy 5131.61: Drug Testing**Original Adopted Date: 11/26/2012 | Last Reviewed Date: 11/26/2012**

The Board of Trustees is committed to providing a safe, drug-free school environment to maximize the health and safety of district students and to protect them from dangers associated with illegal drug use and drug abuse. To support the district's drug abuse prevention efforts, the Board desires to establish a drug testing program in the district's high schools that will discourage illegal drug use among students and timely identify and refer drug users to appropriate counseling and rehabilitative services.

Any drug testing program to be implemented in the district shall be developed in consultation with drug treatment and prevention professionals, the laboratory contracted to conduct the tests, and district legal counsel. In addition, the Superintendent or designee may invite input from students, staff, parents/guardians, community members, and representatives of local health care agencies, community service agencies, and businesses.

Drug testing procedures shall ensure appropriate student privacy while maintaining the viability of the process. If urinalysis testing is used, the supervisor collecting the specimen shall be the same gender as the student and the specimen shall be collected in a private facility behind a closed stall.

Parents/guardians shall be notified after any positive test results are confirmed. Test results shall be kept separate from the student's other educational records and shall be disclosed only to school staff designated by the Superintendent or designee as responsible for program implementation. The district shall not release test results to law enforcement authorities except in compliance with a court order.

The Superintendent or designee shall provide a copy of the district's policy and procedures on drug testing to students and parents/guardians at the beginning of each school year.

The Superintendent or designee shall provide training to principals, coaches, and other district staff involved in implementing the district's drug testing program.

Voluntary Drug Testing Program for All Students

The Superintendent or designee may establish and maintain a voluntary drug testing program. Participation in this program shall require the written consent of the student's parents/guardians.

The Superintendent or designee shall provide information about the district's voluntary drug testing program to all high school students and their parents/guardians at the beginning of each school year. All informational materials provided for this purpose shall contain clear statements about how the program will be implemented, including, but not limited to, how students may be withdrawn from participation in the program.

Students who test positive shall be encouraged to participate in an assistance program and may be required to take subsequent drug tests. No disciplinary or punitive action shall be taken against any student who tests positive in the voluntary drug testing program.

Random Drug Testing for Athletics/Extracurricular Activities

The Superintendent or designee may establish a nonvoluntary, random drug testing program for students participating in athletics and/or extracurricular activities.

No fee shall be charged for student participation in the district's drug testing program.

The Superintendent or designee shall develop:

1. Informational materials to be provided to participating students and their parents/guardians about the drug testing program

The informational materials shall require parents/guardians to notify the school when their child is taking any medication by presenting either a copy of the prescription or a physician's written verification of this fact.

2. A drug testing consent form to be signed by the student and his/her parent/guardian prior to allowing the student to participate in any athletic or extracurricular activity

The consent form shall specify the substances to be tested for and shall clearly indicate that the consent can be withdrawn and that the only consequence for such withdrawal will be that the student will no longer be able to participate in the athletic or extracurricular activity.

3. Procedures addressing how students will be selected, how often tests will be conducted, how samples will be collected and transported, and how results will be confirmed

Any student participating in extracurricular activities who fails a required drug test shall be required to participate in an assistance program and shall again be tested one month after the positive test result. If the student fails the second or any subsequent drug test, or refuses to participate in the assistance program within 10 days of his/her being notified of the positive test result or to be tested again, he/she shall be disqualified from all extracurricular activities that require drug testing for participation.

Any student participating in athletics who fails a required drug test shall be disqualified from participating in the athletic activity in accordance with district policy and shall be referred to an assistance program.

At the beginning of each school year, the Superintendent or designee shall conduct an orientation session for students participating in athletics and extracurricular activities and their

parents/guardians, to explain the district's policy and outline the procedures for drug testing and the consequences if a positive result is obtained.

Random Drug Testing for students on a Contract or Expulsion Contract

The Superintendent or designee may establish a nonvoluntary, random drug testing program for students who are on an expulsion contract or school contract.

Students who test positive will be subject to the contract consequences.

No fee shall be charged for student participation in the district's drug testing program.

Voluntary Student Drug Testing Consent

A. Parental Consent for Voluntary Student Drug Testing:

Parent(s) or guardian(s) of a student participating in the voluntary student drug testing program will need to fill out the Voluntary Student Drug Testing Consent Form. Only parent or guardian consent is necessary; students do not need to fill out this consent form in order to participate in the voluntary student drug testing program. There will be no consequences for students whose parent(s) or guardian(s) consent and then later revoke consent for a student's participation in the voluntary drug testing program. Furthermore, there will be no disciplinary action for students refusing to participate in the voluntary drug testing program. Additionally, the parent may choose to automatically enroll their student in a twelve (12) week education/counseling program when the student either refuses to submit to a drug test or tests positive for drugs. The parent may request this consequence for students each time the student refuses to take a drug test or tests positive for drugs.

Testing Procedures

The school nurse or designee will be responsible for the random selection of voluntary participant names for drug testing. For the voluntary drug testing program, names will be selected from a roster containing the names of students whose parent(s) or guardian(s) have on file with the District a signed Voluntary Student Drug Testing Consent form. The names of voluntary participants shall be held in a single pool of participants to be randomly selected from on a bi-weekly basis for testing set forth below.

Every two weeks up to twenty (20) randomly selected student names will be provided by the school nurse/designee to the representative from the drug testing company. All students selected for testing on the list may be tested, and up to twenty percent (20%) of students selected for testing may not be tested and may serve as alternates in case one or more of the first twenty (20) students are absent on the day of testing. Testing samples will be collected on the same day the student is selected for testing.

The school nurse/designee will provide the student names to the campus supervisor, who will then go to each student's classroom and escort the student to the nurse's office. This step is done separately for each student selected for testing. Students must report immediately with the campus supervisor to the nurse's office upon notification from the campus supervisor that they have been randomly selected to take a drug test. Any student who does not immediately report to the nurse's office, will lead to the Principal notifying the parent(s) or guardian(s).

The school site nurse/designee will advise students they are to be tested. The nurse will provide each student with a container into which the student will place whatever is in his or her pockets. Purses and backpacks will also be retrieved and held by the nurse during the time the student test sample is being obtained. The student's personal belongings will be secured by the nurse/designee until the student has completed the process of providing a urine sample for testing. Refusal to comply with these procedures will lead to the Principal notifying the parent(s) or guardian(s).

Once a student has given all of his or her possessions to the nurse/designee, the student is ready to begin the test. The student will then be escorted by the test administrator to a waiting room near the single stall restrooms. The student will not be allowed to leave that room under any circumstances other than to go to the restroom with the designated test administrator (a representative from the drug testing company) to produce a urine sample.

From the waiting room, the test administrator will escort each of the students individually to the designated single stall restroom, which shall be used for collecting testing samples. The student will produce the sample inside the restroom behind a closed stall door. The test administrator collecting the urine sample will stand behind the closed stall door and listen for normal sounds of urination. If a student cannot produce a sample within fifteen (15) minutes, the student may be allowed to leave the restroom area (but must remain in visual contact with the test administrator at all times, before returning to the restroom to again attempt to produce a testing sample).

Once the urine sample is collected, the test administrator shall follow appropriate specimen collection procedures and protocols.

After a student completes the urine test (or refuses to complete the test) the nurse/designee will return the student's personal belongings and shall provide him or her with a pass back to class.

Any behavioral problem arising during the testing process should be reported only to the Principal and the Principal shall notify the parent(s) or guardian(s).

Prescription Medication

On the Voluntary Drug Testing Consent Form, the parents and guardians shall indicate any prescription medication(s) that the student is presently taking. The student or parent(s) or

guardian(s) shall present either a written copy of the prescription or a physician's written verification of the prescription with the completed consent form. It is important that a student's list of prescription medications be kept current by the parent(s) or guardian(s) with the District.

Alternatively, if a student's prescription is not already on file with the District, a student may provide, in a sealed envelope, verifiable information regarding a doctor's prescription, to school personnel at the time a test sample is collected. That envelope will be forwarded unopened to the testing lab with the sample, with instructions for the lab to consider the student's use of such medication to assure the accuracy of the test result. Such information provided by the student will not be disclosed to any school official.

Students who refuse to provide verification, and test positive, will be subject to the actions specified below for "positive tests."

Scope of Tests

The testing lab will test student test samples for the presence of one or more of the following illegal drugs and/or controlled substances, including but not be limited to: alcohol (Ethanol-12 hour), amphetamines barbiturates, benzodiazepines, cocaine, opiates, THC (marijuana), fentanyl, and creatinine.

Limited Access to Results

The testing service will be authorized to report results only to the Superintendent or designee. Consistent with the procedures below, if a student tests positive, other school officials or employees may be informed of that result on a need-to-know basis.

Procedures in the Event of a Positive Result

Whenever a voluntary participant's test result indicates the presence of illegal drugs or controlled substances (a "positive test"), the Superintendent or designee shall inform the Principal of the school of the positive test. The Principal will then contact the parent(s) or guardian(s) of the student and inform them of the positive test and will also inform the parent(s) or guardian(s) that they have 72 hours to contact the testing service so that a follow-up plan for re-testing of the student may be established.

Any Positive Result- Voluntary Participant

Upon the Superintendent or designee's receipt of notice from the testing service of a student's first positive test result, the student shall be given the following option:

Option: The student may elect to participate in an evaluation regarding his or her use of drugs and/or controlled substances. As part of this process the student will be required to enroll in the twelve (12) week education/counseling program. In addition to completion of the

educational/counseling component of the program, the student must also submit to additional random drug testing up to six (6) times during the twelve (12) week program. Both the testing and the education/counseling program will be provided by the District at no cost to the student.

The site Principal will offer to the student's parent(s) or guardian(s) the opportunity of sharing the confidential information regarding the positive test with one staff member who may play a significant role in the student's life (for example, a coach, teacher, or a counselor) to enlist that staff member's support as a mentor for the student. The parent(s) or guardian(s) must approve this release of confidential information.

Non-Punitive Nature of Policy

No voluntary participant shall be penalized for testing positive for illegal drugs or controlled substances, other than potential enrollment in the drug counseling program. The results of drug tests pursuant to the policy and this regulation will not be included in the student's education records.

The District shall not release test results to law enforcement authorities or juvenile authorities absent compulsion by a valid and binding subpoena, court order or other legal process, or unless otherwise mandated by law. In the event of service of any such subpoena, court order or other legal process, the District will make reasonable efforts to notify the student's parent(s) or guardian(s) at least 72 hours before response is made by the District to any such subpoena, court order or other legal process, unless otherwise mandated by law.

Drug Testing Consent Form

I understand after having read the Drug Testing Policy for Kingsburg Joint Union High School District, set forth in Board Policy and Administrative Regulation 5131.61, that out of concern for my safety and health, the Governing Board and the District have established and enforce rules and consequences regarding the use of illegal drugs and controlled substances. I realize that the personal decisions that I make daily in regard to the use of illegal drugs or controlled substances may affect my health and well-being, pose a danger to those around me, and reflect negatively upon the District with which I am associated. If I choose to violate school policy regarding the use of illegal drugs or controlled substances, I understand that I will be subject to the consequences listed in the student handbook. If I test positive when part of the voluntary drug testing program, there will be no discipline, just an offer of drug counseling.

I authorize Kingsburg Joint Union High School District to conduct a test on a urine specimen which I provide to test for illegal drugs and controlled substances, including but not limited to those drugs and controlled substances identified in District policy and regulation set forth below. I also authorize the exchange of information concerning the results of such a test between Kingsburg Joint Unified School District, my parent(s) and or guardian(s), and the contracted drug testing agency PromptTest, LLC.

This shall be deemed consent pursuant to the Kingsburg Joint Union High School District Board Policy 5131.61

Dated: _____

Printed Student's Name:

Student Signature:

Please indicate any prescription drugs your child is currently taking and provide documentation to verify with this form:

I have read and agreed to the above terms of participation of my son/daughter.

Dated: _____

Print Parent/Guardian Name:

Parent/Guardian Signature:

Additional Information:

The testing service will include tests for, but not be limited to, one or more of the following illegal drugs and/or controlled substances: marijuana metabolite, cocaine metabolite, opiates, phencyclidine (PCP), amphetamines, alcohol, benzodiazepines, barbiturates, propoxyphene (Darvocet), methadone, oxycontin, and steroids.

Parents may withdraw authorizations to test test students, with written notification to the Director of Student Services at the District Office at: 1900 18th Ave., Kingsburg, CA 93631. A student may not withdraw from the program if the student is under a Kingsburg Joint Union High School District Student Rehabilitation Plan/Abeyance Contract to Kingsburg High School.

Any Positive Result- Voluntary Participant

Upon the Superintendent or designee's receipt of notice from the testing service of a student's first positive test result, the student shall be given the following option:

Option: The student may elect to participate in an evaluation regarding his or her use of drugs and/or controlled substances. As part of this process the student will be required to enroll in the twelve (12) week education/counseling program. In addition to completion of the educational/counseling component of the program, the student must also submit to additional random drug testing up to six (6) times during the twelve (12) week program. Both the testing and the education/counseling program will be provided by the District at no cost to the student.

The site Principal will offer to the student's parent(s) or guardian(s) the opportunity of sharing the confidential information regarding the positive test with one staff member who may play a significant role in the student's life (for example, a coach, teacher, or a counselor) to enlist that staff member's support as a mentor for the student. The parent(s) or guardian(s) must approve this release of confidential information.

Non-Punitive Nature of Policy

No voluntary participant shall be penalized for testing positive for illegal drugs or controlled substances, other than potential enrollment in the drug counseling program. The results of drug tests pursuant to the policy and this regulation will not be included in the student's education records.

Any Positive Result: Random Drug Testing for students on a contract or expulsion contract

Students who test positive will be subject to the contract consequences.

ISSUE:

Presented to the Board is the resignation of Music Accompanist – Margaret Copp.

ACTION:

Approve or deny the resignation of Music Accompanist – Margaret Copp.

RECOMMENDATION:

Recommend approval with best wishes.

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

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

Kingsburg High School
1900 18th Avenue
Kingsburg, CA 93631

May 29, 2024

Greetings:

After many lovely and memorable years on staff here, the time has come for me to resign from my position. I'm sure the choral program will remain strong & vibrant.

Go Vikings!

Sincerely,

A handwritten signature in black ink that reads "Margaret Copp". The signature is written in a cursive style with a large initial "M" and a long, sweeping underline.

Margaret Copp
P O Box 1857
Clovis, CA 93613

ISSUE: Presented to the Board is the Overnight Trip Request for the Varsity Boys Soccer Team to a tournament in Atascadero CA on December 5, 2024 – December 7, 2024.

ACTION: Approve or deny the Overnight Trip Request for the Varsity Boys Soccer Team to Atascadero CA.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

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

Kingsburg Joint Union High School District BOARD Overnight Trip Request Form

Day Departure: 12/05/24 **Day Return:** 12/07/24

Location/Destination: Atascadero

Name Group/Activity: Varsity Boys Soccer

Objectives of Trip: Tournament

Estimated # Students: 22 **Amount of Class Time Loss:** Friday

Number of Supervisors 3 **List Names:** Senny Amparan; Gabriel Castellanos; Paul Delgado
(There must be 1 Supervisor for every 10 students)

Arrangements: District Transportation
Transportation

Team meals/ on their own

Arrangements:
Accommodations /Meals _____

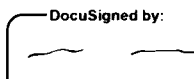
Total Cost Per Student: \$ 100 **Total Cost Trip:** \$ 2000

Funds Derived from What Source: High School

How are staff/ volunteer cost covered? Athletic Foundation

Additional Info: _____

Gabriel Castellanos

DocuSigned by:

37D3F8FB61734B1
Signature

6/3/2024

Instructor Name

Date

(Please submit this form and include any back up documentation in support of the overnight trip, if applicable.)

ISSUE: Presented to the Board is Resolution #R20-2324 of the Board of Trustees of the Kingsburg Joint Union High School District Ordering an Election to Authorize the Issuance of General Obligation Bonds, Establishing Specifications of the Election Order, and Requesting Consolidation With Other Elections Occurring on November 5, 2024.

ACTION: Approve or deny Resolution #R20-2324 of the Board of Trustees of the Kingsburg Joint Union High School District Ordering an Election to Authorize the Issuance of General Obligation Bonds, Establishing Specifications of the Election Order, and Requesting Consolidation With Other Elections Occurring on November 5, 2024

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

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

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

Summary of Bond Election Agenda Item

RESOLUTION OF THE BOARD OF TRUSTEES OF THE KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON NOVEMBER 5, 2024

Please Note: Under State law, bond election resolutions require 2/3 Board vote for approval

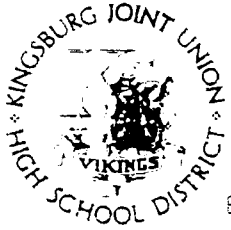
Background:

The District has important school facility improvement needs and needs to identify a funding source. November 5, 2024, is the date of the statewide general election, an election date at which local bond measures that provide facilities funding can be placed on the ballot. In order to appear on the November 2024 ballot, a Resolution calling a bond election must be filed with the Kings County and Tulare County election officials at least 88 days prior to the election date, by August 9, 2024.

The Resolution for Board consideration has been prepared in accordance with all legal requirements and presents a \$20,000,000 bond measure to District voters under Proposition 39 for the purpose of financing projects summarized on the specific project list attached as Appendix A to the Resolution, which will be printed in the sample ballot provided to District voters. Appendix B includes the abbreviated statement of the measure and is limited to 75 words or less that will be printed on the ballot label and read by voters at the time of casting their vote. Appendix C presents the Tax Rate Statement which will also be printed in the Sample Ballot and discloses to District voters current expectations regarding the property tax rates and other matters that will apply if bonds are approved and issued.

In order to call the election, the Resolution must have a 2/3 vote of the Board.

Fiscal Impact: None to general fund. If the bond measure receives more than a 55% affirmative vote, the District will be able to issue bonds and apply the proceeds to finance facility construction and improvement projects. Costs of issuance are payable from bond proceeds.



Kingsburg Joint Union High School District

1900 18th Ave Kingsburg, CA 93631 (559) 897-7721 FAX (559) 419-6404

Don Shoemaker – Superintendent

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

RESOLUTION NO. R20-2324

COPY

RESOLUTION OF THE BOARD OF TRUSTEES OF THE KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON NOVEMBER 5, 2024

WHEREAS, the Kingsburg Joint Union High School District (the “District”) in Fresno County (the “County”), Kings County and Tulare County (collectively, the “Counties”), State of California (the “State”), is committed to providing quality education to its students; and

WHEREAS, the District’s facilities are in need of construction and modernization, including for repairs, upgrades and safety improvements in order to provide the education that students deserve in a safe and modern environment; and

WHEREAS, a local funding source is needed to enable the District to provide school facilities for its present and future students; and

WHEREAS, in the judgment of the Board of Trustees of the District (the “Board”), it is advisable to call an election, submitting to voters in the District the question of whether bonds of the District shall be issued and sold for the purpose of financing the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities in the District; and

WHEREAS, the District is authorized, upon a two-thirds vote of the Board, to pursue the authorization and issuance of bonds by a 55% vote of the electorate on the question of whether bonds of the District shall be issued and sold for specified purposes, under Article XIII A Section 1 paragraph (b) of the California Constitution (“Article XIII A”) and under Education Code Section 15264 *et seq.* (the “Act”); and

WHEREAS, under the Act, the election may be ordered at a primary or general election, a regularly scheduled local election at which all of the electors of the District are entitled to vote, or a statewide special election; and

WHEREAS, under Section 10403 *et seq.* of the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 5, 2024, the date of the statewide general election, and to request the Registrars of Voters of the Counties (together, the “County Registrars”) to perform certain election services for the District; and

WHEREAS, in connection with the calling of a bond election and in accordance with Education Code Section 15100 subparagraph (c), the Board has obtained reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the assessors of the Counties; and

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditure; and

WHEREAS, the Board wishes at this time to take the necessary actions to declare its official intent to reimburse the expenditures referenced herein from the proceeds of bonds issued pursuant to voter authorization;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Call for Election. The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in a maximum principal amount of \$20,000,000 (the "Bonds") for the purposes described in the ballot measure approved under Section 3 and attached hereto as Appendix A and Appendix B and paying all costs incident thereto. This Resolution constitutes the order of the District to call such election and shall constitute the "specifications of the election order" pursuant to Education Code Section 5322.

Section 3. Election Date. The date of the election shall be November 5, 2024, and such bond election shall be held solely within the boundaries of the District.

Section 4. Purpose of Election; Ballot Measure. The purpose of the election shall be for the voters in the District to vote on a bond measure, the full text of which is attached hereto as Appendix A (the "Full Text of the Measure"), containing the question of whether the District shall issue the Bonds for the purposes stated therein, together with the accountability requirements of Article XIII A and the requirements of Section 15272 of the Act. The Full Text of the Measure, which commences with the heading "BOND AUTHORIZATION" and includes all of the text thereafter on Appendix A, shall be printed in the voter information pamphlet provided to voters, with such measure designation as is assigned to the measure.

As required by Education Code Section 5322 and Elections Code Section 13247, the abbreviated form of the measure to appear on the ballot is attached hereto as Appendix B.

The Superintendent is hereby separately authorized and directed to make any changes to the text of the full text and/or abbreviated measure as described herein to conform to any requirements of Article XIII A, the Act or the County Registrars.

Section 5. Authority for Election. The authority for ordering the election is contained in Section 15264 *et. seq.* of the Act and Section 1 paragraph (b) subsection (3) of Article XIII A. The authority for the specification of this election order is contained in Section 5322 of the Education Code.

Section 6. Proceeds for School Facilities Projects. The Board certifies that the proceeds from the sale of the Bonds will be used only for the purposes specified in Section 1(b)(3) of Article XIII A and as further specified in Appendix A, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. Further, as required by Article XIII A, the Board hereby certifies that it has evaluated safety, class size and information technology needs in developing the list of school facilities projects set forth in Appendix A.

Section 7. Covenants of the Board upon Approval of the Bonds by the Electorate; Accountability Measures. As required by Article XIII A, Section 15278 of the Act, and Government Code Section 53410, in the event 55% of the voters voting in the District approve of the Bonds, the Board shall:

- (a) conduct an annual, independent performance audit to ensure that the funds have been expended only on the projects listed in Appendix A;
- (b) conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of those proceeds have been expended for the school facilities projects listed in Appendix A;
- (c) establish and appoint members to an independent citizens' oversight committee in accordance with Sections 15278, 15280, and 15282 of the Act;
- (d) apply the Bond proceeds only to the specific purposes stated in the ballot proposition;
- (e) cause the creation of accounts into which bond proceeds shall be deposited; and
- (f) cause the preparation of an annual report pursuant to Government Code Sections 53410 and 53411.

Section 8. Statement Regarding State Matching Funds. The District anticipates that matching funds from the State of California, if available, may be required to complete a portion of the projects identified in Appendix A. As required pursuant to Education Code Section 15122.5, the following statement shall appear on the ballot: "Approval of this measure does not guarantee that the proposed project or projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the project or projects described below may assume the receipt of matching state funds, which, if available, could be subject to appropriation by the Legislature or approval of a statewide bond measure."

Section 9. No Teacher or Administrator Salaries. Proceeds from the sale of the general obligation bonds authorized by the bond measure shall be used only for the

construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities pursuant to Article XIII A and the Act, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

Section 10. Delivery of this Resolution. The Clerk of the Board is hereby directed to send a copy of this Resolution to (1) the County Registrars, and (2) the Clerks of the Board of Supervisors of each of the Counties. Pursuant to Education Code Section 5322, the Resolution shall be received by the County Registrars no later than 88 days prior to the election date, unless otherwise permitted by law.

The County Registrars are hereby requested to print the full text of the ballot measure in the ballot materials as it appears on Appendix A, and to provide all required notices of the election and other notices related thereto.

Section 11. Consolidation of Election; Request to Provide Services. The County Registrars and the Boards of Supervisors of the Counties are each hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2024, within the District.

Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of each County is requested to permit the County Registrar, respectively, to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse the Counties in full upon presentation of bills from the Counties, such services to include the publication of a formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code).

Section 12. Ballot Arguments. As provided in Elections Code Section 9501, any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument.

Section 13. Tax Rate Statement. Pursuant to Elections Code Section 9400 and following, a tax rate statement has been prepared in the form attached hereto as Appendix C, which form is hereby approved for inclusion in the sample ballot. The President of the Board, the Superintendent, or any written designee of the foregoing, are hereby authorized to finalize and execute the tax rate statement, and to file said statement with the County Registrars, in accordance with Section 10 hereof.

Section 14. Maturity Limit of Bonds. The Bonds may be issued in series by the District from time to time, and each series of Bonds shall mature not more than the legal limit at the time of such issuance thereof. The Bonds shall be issued under the Act, under the provisions of Section 53506 *et seq.* of the Government Code, or under any other provision of law authorizing the issuance of general obligation bonds by school districts.

Section 15. Estimates Included in Ballot Materials. The measure and related tax rate statement authorized by this Resolution includes certain information that is based upon reasonable assumptions and current expectations, which may include information with respect to the amount of money required to repay issued bonds, the estimated rate of the approved tax per \$100,000 of assessed valuation, and the period through which the proposed tax supporting bond repayment will be levied and collected.

Each of the estimates relating to the bonds provided herein and in the appendices hereto have been made, in good faith, based upon information currently available to the District, and depend on numerous variables and assumptions that are subject to variation. The estimates and projections set forth above shall not restrict the tax imposed in accordance with the bond measure. Such estimates and approximations are not intended by the Board to be additional restrictions on the District's bond program and bond issuances and, other than the total principal amount of bonds authorized to be issued by the bond measure, shall not represent legal maximums or additional limitations on bond issuance.

Section 16. Reimbursement. The District hereby declares that it may pay certain costs of the projects listed in Appendix A prior to the date of issuance of bonds and, in such case, intends to use a portion of the proceeds of bonds for reimbursement of expenditures for the projects that are paid before the date of issuance of bonds.

Section 17. Official Actions. The President of the Board, the Superintendent of the District, the Chief Business Official of the District, or any written designee of the foregoing, are hereby separately authorized and directed to execute and deliver to officials of the Counties any directions, requisitions or other writings, and to make any changes to the texts of the measure as described herein and in the tax rate statement, to conform to any legal requirements or the County Registrars, in order to cause the election to be held and conducted in the District.

Section 18. Effective Date. This resolution shall take effect on and after its adoption.

* * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Kingsburg Joint Union High School District of Fresno County, Kings County and Tulare County, being the Board authorized by law to make the designations therein contained, by the following vote, on June 24, 2024.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

President of the Board

Secretary to the Board

APPENDIX A

FULL TEXT OF BOND MEASURE

*The full text of bond measure to be printed in the election material begins below the following line.
Letter designation of measure shall be assigned and input by the County Registrar.*

BOND AUTHORIZATION

By approval of this measure by at least 55% of the registered voters voting on the measure, the Kingsburg Joint Union High School District (the "District") will be authorized to issue and sell bonds of up to \$20,000,000 in aggregate principal amount, at interest rates not to exceed legal limits and to provide financing for the specific types of school facilities projects listed in the Bond Project List included below, subject to all the accountability requirements specified below.

ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this measure in order that the voters and taxpayers in the District may be assured that their money will be spent wisely. Expenditures to address specific facilities needs of the District will be in compliance with the requirements of Article XIII A, Section 1(b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following.)

The Bonds may be issued under the provisions of the California Education Code (starting at Section 15100), under the provisions of the California Government Code (starting at Section 53506), or under any other provision of law authorizing the issuance of general obligation bonds by school districts. The Bonds may be issued in series by the District, from time to time, and each series of Bonds shall mature within the legal limitations set forth in the applicable law under which the Bonds are issued.

Evaluation of Needs. The Board of Trustees of the District (the "Board") has identified detailed facilities needs of the District, and has determined which projects to finance from a local bond. The Board hereby certifies that it has evaluated safety, class size reduction, enrollment growth, and information technology needs in developing the Bond Project List described below.

Independent Citizens' Oversight Committee. Following approval of this measure, the Board will establish an independent citizens' oversight committee, under Education Code Sections 15278 and following, to ensure bond proceeds are expended only on the types of school facilities projects listed below. The committee will be established within 60 days of the date when the results of the election appear in the minutes of the Board.

Performance Audits. The Board will conduct annual, independent performance audits to ensure that the bond proceeds have been expended only on the school facilities projects listed below.

Financial Audits. The Board will conduct annual, independent financial audits of the bond proceeds until all of those proceeds have been spent for the school facilities projects listed below.

Government Code Accountability Requirements. As required by Section 53410 of the Government Code, (1) the specific purpose of the bonds is set forth in this Full Text of the Measure, (2) the proceeds from the sale of the bonds will be used only for the purposes specified in this measure, and not for any other purpose, (3) the proceeds of the bonds, when and if issued, will be deposited into a building fund to be held by the Fresno County Treasurer, as required by the Education Code, and (4) the Superintendent of the District shall cause an annual report to be filed with the Board of the District not later than January 1 of each year, which report shall contain pertinent information regarding the amount of funds collected and expended, as well as the status of the projects listed in this measure, as required by Sections 53410 and 53411 of the Government Code.

NO TEACHER OR ADMINISTRATOR SALARIES

Proceeds from the sale of bonds authorized by this measure shall be used only for the purposes specified in Article XIII A, Section 1(b)(3), specifically the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and the acquisition or lease of school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

STATE MATCHING FUNDS

The following statement is included in this measure pursuant to Education Code Section 15122.5: Approval of this measure does not guarantee that the proposed projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the projects described below may assume the receipt of matching state funds, which, if available, could be subject to appropriation by the Legislature or approval of a statewide bond measure.

INFORMATION ABOUT ESTIMATES AND PROJECTIONS INCLUDED IN BALLOT

Voters are informed that any estimates or projections in the bond measure or ballot materials, including relating to estimated tax rates, the duration of issued bonds and related tax levies and collections are provided as informational only. Such amounts are estimates and are not maximum amounts or limitations on the terms of the bonds, the tax rate or duration of the tax supporting repayment of issued bonds. Such estimates depend on numerous variables which are subject to variation and change over the term of the District's overall facilities and bond financing plan, including but not limited to the amount of bonds issued and outstanding at any one time, the interest rates applicable to issued bonds, market conditions at the time of sale of the bonds, when bonds mature, timing of project needs and changes in assessed valuations in the District. As such, while such estimates and approximations are provided based on information currently available to the District and its current expectations, such estimates and approximations are not limitations

and are not binding upon the District. In addition, the abbreviated and condensed statement of the bond measure presented to voters which is subject to a word count limitation imposed by State law does not limit the scope and complete meaning of the measure provided in this Full Text of Bond Measure and related ballot materials.

BOND PROJECT LIST

Scope of Projects. Bond proceeds will be expended on the modernization, renovation, expansion, acquisition, construction/reconstruction, rehabilitation, and/or replacement of school facilities of the District, including the furnishing and equipping of school facilities, at all current and future sites and properties.

School Facility Project List. The items presented on the following list provide the types of school facilities projects authorized to be financed with voter-approved bond proceeds. Specific examples included on this list are not intended to limit the types of projects described and authorized by this measure. The following types of projects are authorized at all existing sites of the District and all sites that may be acquired by the District in the future:

- Repair or replace outdated heating, ventilation and air-conditioning systems
- Construct, modernize, renovate, replace and/or expand classrooms, restrooms, multi-purpose rooms and other school facilities, including providing updated furnishings and other equipment to facilitate a modern learning environment
- Create or improve student drop-off and pick-up areas for increased safety and better traffic flow
- Provide shade structures and covered walkways to better serve students
- Make energy-efficiency improvements, including installing solar panels
- Improve water conservation by upgrading irrigation and drainage systems
- Repair or replace roofing
- Make health, safety and security improvements, including fire alarm systems to comply with all applicable laws and regulations and to ensure the safety and security of District students, staff and facilities
- Make handicapped accessibility (ADA) improvements
- Repair, replace and/or upgrade paved surfaces, tracks, turf, grounds and outdoor areas, including lighting, to eliminate safety hazards and to facilitate outdoor instruction and gathering spaces
- Improve, and upgrade technology infrastructure, electrical systems and wiring for computers and Internet access
- Repair or replace plumbing, electrical and sewer systems

Incidental Expenses. Each of the bond projects described in this Bond Project List include the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above. Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other

professional services, facilities assessments, inspections, site preparation, utilities, landscaping, painting, bond project construction management, administration and other planning and permitting, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; abatement, demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; the preparation or restoration of construction, renovation or remodeling; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; and costs of the election; bond issuance costs; and project administration during the duration of such projects, as permitted by law.

Furnishing and Equipping. Each project is assumed to include its share of furniture, fixtures, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the list also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the list; installation of signage and fencing; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, computers, projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, printers, digital white boards, document projectors, telephone system, call manager and network security/firewall, wireless technology systems and other miscellaneous equipment.

Alterations to Scope; Acquisition of Real Property. The scope and nature of any of the specific projects described above may be altered by the District as required by conditions that may arise during the course of design and construction. In the event that a modernization or renovation project is more economical for or otherwise determined by the Board to be in the best interests of the District to be undertaken as new construction, this bond measure authorizes said new construction including land acquisition, relocation and construction at a new or alternative site, and/or demolition and reconstruction and/or repurposing on the original site, including an expanded site, and all costs relating thereto. For any project involving rehabilitation or renovation of a building or the major portion of a building, the District shall be authorized to proceed with new construction instead, if the Board determines that replacement and new construction is more economically practical than rehabilitation and renovation, considering the building's age, condition, expected remaining life, and other relevant factors.

In addition, this measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities.

Interim Financing Included; Joint Use Projects Authorized. Authorized projects include paying and/or prepaying interim or previously obtained financing for the types of projects included on the Bond Project List, such as bond anticipation notes, and includes prepayment of lease payments to acquire title to facilities and/or equipment previously financed. Projects may also be undertaken on a joint use basis with other public entities.

Bond Project List Not in Order of Priority; Board Determines Prioritization. Approval of this bond measure does not guarantee that the proposed projects will be funded beyond the local revenues generated by the measure. The District's capital needs currently exceed the amount of bonds the voters are being asked to authorize. The order in which particular projects are listed is not intended to suggest priority for funding or completion, and itemization of projects in the list above does not guarantee that all such projects will be undertaken. Project priorities will be determined by the Board. The ability of the District to undertake and complete the listed projects is subject to numerous variables including the adequacy and availability of sufficient funding sources. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

Interpretation. The terms of this bond measure and the words used in the Bond Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this proposition within the authority provided by law, including Article XIII A, Section 1(b)(3) of the California Constitution, Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Words used in the Bond Project List such as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used to describe school facilities projects in plain English but are not intended to expand the nature of such projects beyond what is authorized by law. As such, in accordance with legal requirements, the Bond Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this proposition for current maintenance, operation or repairs.

Severability. The Board hereby declares, and the voters by approving this Bond Measure concur, that every section and part of this bond proposition has independent value, and the Board and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond measure are severable.

The Full Text of Measure ends at the above line.

APPENDIX B

ABBREVIATED FORM OF BOND MEASURE

To improve the quality of schools; replace outdated HVAC systems; construct/ renovate/ modernize classrooms, restrooms and school facilities; and make health and safety and energy efficiency improvements; shall Kingsburg Joint Union High School District's measure authorizing \$20,000,000 of bonds at legal rates be adopted, generating approximately \$1,100,000 annually while bonds are outstanding, at average rates of approximately \$23.48 per \$100,000 assessed value, with annual audits, citizens' oversight, all money staying local?

APPENDIX C

TAX RATE STATEMENT

An election will be held in the Kingsburg Joint Union High School District (the "District") on November 5, 2024, to authorize the sale of up to \$20,000,000 in general obligation bonds. The following information is submitted in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

Based upon the foregoing and projections of the District's assessed valuation, the following information is provided:

1. The best estimate of the average annual tax rate that would be required to fund this bond issue over the entire duration of the bond debt service, based on estimated assessed valuations available at the time of filing of this statement, is \$22.50 per \$100,000. It is currently expected that the tax will be collected until fiscal year 2058-59.
2. The best estimate of the highest tax rate that would be required to fund this bond issue, based on estimated assessed valuations available at the time of filing this statement, is \$23.48 per \$100,000 of assessed valuation. This rate is projected to apply beginning in fiscal year 2025-26.
3. The best estimate of total debt service, including principal and interest, that would be required to be repaid if all the bonds are issued and sold will be approximately \$40,700,000.

These estimates are based on projections derived from information obtained from official sources, and are based on the assessed value (not market value) of taxable property on the official tax rolls of the counties in which the District is located. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions. The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and durations and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary depending on the timing of bond sales, the par amount of bonds sold at each sale and actual increases in assessed valuations. The timing of the bond sales and the amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. Actual assessed valuations will depend upon the amount and value of taxable property within the District as determined by the assessors of the counties in which the District is located in the annual assessment and the equalization process.

Superintendent
Kingsburg Joint Union High School District

ISSUE: Presented to the Board is the Agreement PresenceLearning, Inc. and Kingsburg Joint Union High School District for speech services with special education students in the estimated annual amount of \$42,819.00.

ACTION: Approve or deny Agreement PresenceLearning, Inc. and Kingsburg Joint Union High School District for the 2024-2025 school year.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

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



Service Order

LEA Name and Contact Information

Name: Kingsburg Joint Union High School District - CA
Address: 1900 18TH AVE Kingsburg, CA

LEA Primary Point of Contact

Name: Cindy Schreiner
Email Address: cschreiner@kingsburghigh.com

LEA Secondary Point of Contact

Name:
Email Address:

PresenceLearning Contact Information

Name: Jamie Halaby
Email Address: jamie.halaby@presence.com

Service Order

1. Services

Service Type	Weekly Hours	Service Rate
Weekly Dedicated OT Hours		\$70.00
Weekly Dedicated BMH Hours		\$70.00
Weekly Dedicated SLP Hours	16.00	\$70.00
Weekly Dedicated SLP Supervision Hours		\$84.50
Weekly Dedicated SLP Hours - Short-term Leave		\$94.00
Weekly Dedicated SLP Hours - Bilingual		\$84.50
Weekly Dedicated OT Supervision Hours		\$84.50
Weekly Dedicated OT Hours - Short-term Leave		\$94.00
Weekly Dedicated OT Hours - Bilingual		\$84.50
Weekly Dedicated BMH Hours - Bilingual		\$84.50
Weekly Dedicated BMH Hours - Short-term Leave		\$94.00
Weekly Dedicated Individual Mental Health Counseling Hours		\$70.00

2. SLP Assessments

Service Type	Weekly Hours	Service Rate
Bilingual Evaluation: Special Considerations		\$33.00
AAC Evaluation: Special Considerations		\$33.00
AAC: Device trial		\$33.00
AAC: Feature matching trials		\$33.00
Unplanned Student Absence SLP		\$50.00
Supplemental Language Screener by SLP		\$58.00
Phonological Process Analysis Select Subtests by SLP		\$63.00
Extended Coordination by SLP		\$63.00
Parent Interview by SLP		\$63.00
Teacher Interview by SLP		\$63.00
Student Interview by SLP		\$63.00
AAC: Device analysis		\$63.00

Service Type	Weekly Hours	Service Rate
Language Select Subtests by SLP		\$73.00
Additional Language Subtest by SLP		\$73.00
Screening by SLP		\$75.00
Spanish Articulation Measures (SAM) by SLP		\$85.00
Spanish Language Select Subtests by SLP		\$90.00
Additional Bilingual Assessment Component by SLP		\$90.00
Language Difference vs. Disorder Analysis by SLP		\$94.00
Observation by SLP		\$95.00
Spanish Articulation Standard Assessment by SLP		\$100.00
Articulation Standard Assessment by SLP		\$110.00
Phonological Processing Assessment by SLP		\$110.00
Auditory Processing Select Subtests by SLP		\$120.00
Spanish Auditory Processing Select Subtests by SLP		\$122.00
Bilingual Screening by SLP		\$125.00
Review of Records by SLP		\$125.00
Pragmatic Language Standard Assessment by SLP		\$125.00
Results Meeting by SLP		\$125.00
Desired Results Development Profile Component-DRDP (CA only)		\$125.00
Rating Scale Assessment by SLP		\$125.00
Speech-Language Sample by SLP		\$125.00
Fluency Standard Assessment by SLP		\$150.00
Early Childhood Language Assessment by SLP		\$165.00
Language Standard Assessment by SLP		\$215.00
Spanish Language Standard Assessment by SLP		\$215.00
Evaluation Coordination and Results Summary by SLP		\$265.00
Evaluation Coordination and Results Summary by Bilingual SLP		\$300.00

3. OT Assessments

Service Type	Weekly Hours	Service Rate
Standard Sensory Processing Assessment by OT		\$30.00
Unplanned Student Absence OT		\$50.00
Extended Coordination by OT		\$63.00
Parent Interview by OT		\$63.00
Teacher Interview by OT		\$63.00
Student Interview by OT		\$63.00
Screening by OT		\$73.00
Additional Assessment Component by OT		\$73.00
Informal Fine Motor Assessment by OT		\$80.00

Service Type	Weekly Hours	Service Rate
Observation by OT		\$93.00
Standard School-Related-ADL Assessment by OT		\$97.00
Standard Visual Perception Assessment by OT		\$97.00
Standard Motor Skills Assessment by OT		\$123.00
Review of Records by OT		\$124.00
Results Meeting by OT		\$124.00
Standard Preschool Assessment by OT		\$153.00
Evaluation Coordination and Results Summary by OT		\$265.00

4. BMH Assessments

Service Type	Weekly Hours	Service Rate
Unplanned Student Absence MHP/Ed Diag		\$75.00
Additional Requested Paperwork by MHP/Ed Diag		\$78.00
Additional Requested Meetings by MHP/Ed Diag		\$78.00
Intervention Data Analysis by MHP/Ed Diag		\$78.00
Parent Interview by MHP/Ed Diag		\$78.00
Student Interview by MHP/Ed Diag		\$78.00
Teacher Interview by MHP/Ed Diag		\$78.00
Extended Coordination by MHP/Ed Diag		\$83.00
Results Meeting by MHP/Ed Diag		\$160.00
Observation by MHP/Ed Diag		\$162.00
Screening by MHP/Ed Diag		\$172.00
Rating Scale Assessment by MHP/Ed Diag		\$217.00
Review of Records by MHP/Ed Diag		\$279.00
Evaluation Coordination and Results Summary by MHP/Ed Diag		\$295.00
Additional Assessment by MHP/Ed Diag		\$311.00
Functional Behavior Assessment by MHP/Ed Diag		\$429.00

5. Psychoeducational Assessments

Service Type	Weekly Hours	Service Rate
Unplanned Student Absence MHP/Ed Diag		\$75.00
Additional Requested Meetings by MHP/Ed Diag		\$78.00
Additional Requested Paperwork by MHP/Ed Diag		\$78.00
Intervention Data Analysis by MHP/Ed Diag		\$78.00
Parent Interview by MHP/ Ed Diag		\$78.00
Student Interview by MHP/Ed Diag		\$78.00
Teacher Interview by MHP/Ed Diag		\$78.00
Additional Requested Meetings by MHP/Ed Diag		\$78.00

Service Type	Weekly Hours	Service Rate
Extended Coordination by MHP/Ed Diag		\$83.00
Schoolwide Consultation (Hourly)		\$89.00
Achievement Select Subtests		\$140.00
Results Meeting by MHP/Ed Diag		\$160.00
Observation by MHP/Ed Diag		\$162.00
Screening by MHP/Ed Diag		\$172.00
Short Cognitive Battery		\$181.00
Cognitive Select Subtests		\$187.00
Processing Select Subtests		\$201.00
Rating Scale Assessment by MHP/Ed Diag		\$217.00
Review of Records by MHP/Ed Diag		\$279.00
Achievement Standard Battery		\$279.00
Evaluation Coordination and Results Summary by MHP/Ed Diag		\$295.00
Additional Assessment by MHP/Ed Diag		\$311.00
Spanish Select Subtests		\$320.00
Long Cognitive Battery		\$345.00
Processing Standard Battery		\$361.00
Spanish Battery		\$408.00
Functional Behavior Assessment by MHP/ Ed Diag		\$429.00
Document Camera		\$90.00 (each)

Service Order

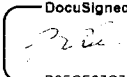
Total Weekly Dedicated Hours	16.00	\$1,120.00
School Service Weeks	36.00	
SLP Assessments Commitment OT Assessments Commitment BMH Assessments Commitment Bilingual SLP Assessments Commitment		0
Psychoeducational Assessment Commitment		\$0.00
Implementation Fee		\$1,411.20
Estimated Annual Service Coordination Fee	3.00%	\$1,088.64
Estimated Annual Program Fee		\$42,819.84
Annual Dedicated Hours Cost		\$40,320.00
Service Order Term	August 26, 2024 through May 28, 2025	

Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement").

The Parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.

By: 
DocuSigned by:
BOFCF67C76C3423...

Name: **Anthony Alejandro**

Title: **VP, Customer Success**

Date: **2024-04-26**

LEA

By: 
DocuSigned by:
7FE28044CEDD484...

Name: **cindy schreiner**

Title: **Executive Director of Student Services**

Date: **2024-04-26**



Master Service Agreement

This Master Service Agreement (the "Agreement") is entered into as of the date of the last signature set forth on the signature page attached hereto ("Effective Date"), by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 3739 Balboa St, Suite 1001, San Francisco, CA 94121 ("Presence"), and the undersigned Local Educational Agency ("LEA"). Each of Presence and LEA may individually be referred to as a "Party" and collectively referred to as the "Parties".

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is for Presence to provide special education related services, including, if applicable, the assessments set forth on <https://presencelearning.com/school-and-district-customer-assessments/> (collectively, "Services") Upon acceptance of a LEA student, LEA shall submit to Presence an Individual Services Agreement ("ISA") as specified in the LEA Procedures. Unless otherwise specified or agreed in writing, these forms shall acknowledge Presence's obligation to provide all services specified in the student's Individualized education plan ("IEP"). Provided that the LEA submits to Presence an ISA, the ISA shall be executed within ninety (90) days of an LEA student's enrollment, and LEA and Presence shall enter into an ISA for each LEA student served by Presence. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic database for ISA developing including invoicing.

2. STRUCTURE OF THE AGREEMENT. This Agreement shall apply each time LEA engages with Presence for the provision of Services. The Services shall be described in service orders (each, a "Service Order") and/or exhibits (each, an "Exhibit"), each of which shall reference this Agreement and, with respect to each Service Order, shall be executed by the Parties. Each Service Order and Exhibit entered into or delivered hereunder (each an "Incorporated Document", and collectively, "Incorporated Documents") may provide additional terms and conditions related to the Services. This Agreement and the Incorporated Documents are collectively referred to herein as the "Agreement". In the event of a conflict between the terms of this Agreement and the terms of any Incorporated Document, the terms of the Agreement shall control; provided, however, that the Parties may in any Incorporated Document specifically (i.e., with reference to the Agreement) agree to: (a) exclude or except an otherwise controlling provision of this Agreement; (b) adopt a clause or provision to apply in lieu of an otherwise controlling provision of this Agreement; or (c) reference a governing external code, document, or standard that will apply in lieu of any otherwise controlling provision of this Agreement (or any Incorporated Document).

3. PRESENCE PLATFORM.

3.1 Platform and Support. All Services provided to LEA shall be delivered via Presence's proprietary web-based application (together with any components, software, or related documentation, the "Platform"). The applicable license granted by Presence to LEA with respect to Platform usage will be as set forth in the applicable Service Order. As a web-based application the Platform requires certain equipment for optimal performance, see tech specifications (<https://www.presencelearning.com/tech-requirements/>). Presence will provide technical support on weekdays between the hours of 8:00AM and 8:00PM (Eastern time).

3.2 Platform Restrictions. LEA shall not for itself or through a third party (and shall ensure that its authorized users and students do not): (a) translate, reverse engineer, decompile, or disassemble the Platform, or by any other method attempt to derive source code to the Platform; (b) sublicense, rent,

lease, loan, assign, transfer, share, or resell the Platform; (c) make the Platform available to third parties; (d) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in this Agreement (including, without limitation, altering any notices of intellectual property or other proprietary rights); or (e) make copies of documentation contained within the Platform. If LEA breaches the terms of this Agreement or if LEA or any of its authorized users or students misuse the Platform or violate any laws with respect to the Platform, Presence may terminate or suspend LEA's and its authorized users' and students' access to the Platform and remove any material it deems offensive or in violation of this Section 3.2. Neither LEA or its student users and staff (collectively, "Authorized Users") may:

- (i) Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform or attempt to disable, impair, or destroy the Platform by, among other things, uploading, transmitting, storing, or making available any materials that contain any viruses, malicious code, malware, or any components;
- (ii) Engage in behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, or any other proprietary rights of any third party;
- (iii) Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, hateful, or otherwise objectionable, as determined in the sole discretion of Presence, or share any of materials that sexualizes minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;
- (iv) Impersonate any person or entity, or falsely state or otherwise misrepresent their affiliation with a person or entity;
- (v) Disrupt, interfere with, or inhibit any other user from using the Platform (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm); or
- (vi) Take photos or screenshots of the Platform and/or post on social media or engage in any other behavior that violates the confidentiality of Platform.

4. CERTIFICATION. Presence is certified by the California Department of Education ("CDE") as a nonpublic, nonsectarian agency ("NPA"). All NPA services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each service provider's license, certification and/or credential. Total student enrollment, if stated on CDE certification, shall be limited to that capacity.

5. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS. During the Term (as defined in Section 6 below), unless otherwise agreed, Presence shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations.

6. TERM OF THE AGREEMENT. The term of this Agreement shall be reflected on the Service Order ("Term") and shall be re-negotiated prior to June 30 of the then current school year in accordance with Title 5 California Code of Regulations section 3062(a).

7. INTEGRATION/CONTINUANCE OF THE AGREEMENT FOLLOWING EXPIRATION OR TERMINATION. This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement

except as set forth in a Service Order. This Agreement may be amended only by written amendment executed by both parties.

8. INDIVIDUAL SERVICES AGREEMENT and IEP. LEA is to provide to Presence an ISA for each LEA student to whom Presence is to provide services. Presence shall provide the Services specified in the student's IEP for which Presence has been engaged to provide. In the event Presence is unable to provide a specific service which it agreed to provide at any time during the Term, Presence shall notify the LEA in writing within a commercially reasonable period. LEA shall provide Presence with a copy of the IEP of each LEA student served by Presence.

9. NOTICES. All notices provided for by this Agreement shall be in writing. Notices shall be mailed, delivered by hand, or emailed and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the Service Order. All notices to Presence shall be sent to PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presencelearning.com.

10. MAINTENANCE OF RECORDS & CONFIDENTIALITY.

10.1 Maintenance of Records. Presence shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Agreement, "records" may include student records as defined by California Education Code section 49061(b) including electronically stored information. Presence shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. Presence shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need not record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or Presence having a legitimate educational interest in requesting or receiving information from the record. Presence shall maintain copies of any written parental concerns granting access to student records. Presence shall, after notifying LEA, grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. Presence agrees, in the event of agency closure, to forward LEA student records within a commercially reasonable period to LEA. LEA and/or SELPA shall be provided access to or copies of any and all records upon request within five business days. For purposes of this Agreement, the term "parent" means any adult with legal authority to make educational decisions for the child.

10.2 Confidentiality. LEA understands that it may receive confidential and proprietary information relating to Presence's business ("Presence Confidential Information"). LEA agrees that the Presence Confidential Information is confidential and is the sole, exclusive and extremely valuable property of Presence. It is understood and agreed that money damages would not be a sufficient remedy for any LEA's breach of confidentiality and that Presence shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the LEA in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity. Notwithstanding any other provision in this Agreement, LEA may disclose Presence Confidential Information or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, LEA will notify Presence promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit

Presence to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

11. SEVERABILITY CLAUSE. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

12. SUCCESSORS IN INTEREST. This Agreement binds Presence's successors and assignees. Presence shall notify the LEA of any change of ownership or corporate control.

13. VENUE AND GOVERNING LAW. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in San Francisco County.

14. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES. This Agreement may be modified or amended by the LEA, with mutual agreement of Presence, to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the Presence thirty (30) days' notice of any such proposed changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

15. TERMINATION. This Agreement shall continue until the end of the Term. This Agreement or any ISA may be terminated for cause upon either Party providing the other Party with twenty (20) days prior written notice as required by California Education Code section 56366(a)(4). ISAs are void upon termination of this Agreement. Upon the expiration or termination of this Agreement for any reason, all amounts owed Presence under this Agreement or any applicable Service Order, which accrued before such termination or expiration will be immediately due and payable. If LEA terminates this Agreement prior to the expiration of the Term, other than for cause, it shall be considered a breach of this Agreement, and LEA shall pay a cancellation fee of (i), if the Service Order provides for a Weekly Dedicated Hours, a fee equal to the product of (x) eight (8) and (y) the Weekly Dedicated Hours or (ii), if the Service Order provides for Flexible Hours fee, the product of (aa) \$750 and (bb) the number of students who have received Services the 60 days before termination ("Termination Liquidated Damages Amount") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section 15 are difficult to estimate on the effective date hereof and would be difficult for Presence to prove. The parties intend that LEA's payment of the Termination Liquidated Damages Amount would serve to compensate Presence for LEA's breach of its obligations under this Section 15, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

16. INSURANCE. Presence will provide LEA with a copy Certificate of Insurance that shows Presence's insurance limits in all respects. Presence's COI supersedes any other insurance requirements.

17. INDEPENDENT CONTRACTOR. Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and Presence shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual subcontracted or assigned by Presence to perform any services for the LEA. If the

LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of Presence, Presence may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. CONFLICTS OF INTEREST. Presence and any member of its Board of Directors shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement with Presence if the attorney or advocate is employed or contracted by the Presence, or will receive a benefit from the Presence or otherwise has a conflict of interest.

19. NON-DISCRIMINATION. Presence shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

20. FREE AND APPROPRIATE PUBLIC EDUCATION. LEA shall provide Presence with a copy of the IEP of each LEA student served by Presence. Presence shall make no charge of any kind to parents for the services being provided by Presence (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Agreement).

21. PRIMARY SUPPORT PERSON. LEA agrees to ensure that an adult primary support person (a "PSP") will be present wherever the services are being delivered, provided, that, if the Services are being delivered in a school setting, LEA will ensure that the PSP shall have a signed authorization by the parent or legal guardian to authorize emergency services as requested. The duties and responsibilities of the PSP can be found at <https://presencelearning.com/welcome-primary-support-person/>.

22. CALENDARS. Presence shall be provided with a LEA-developed/approved calendar. Presence herein agrees to observe holidays as specified in the LEA-developed/approved calendar. Presence shall provide Services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, Presence shall provide directly related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. Indirect services such as documentation may be provided outside of days or times in which school is in session.

23 DATA REPORTING. Upon LEA's request, Presence shall provide to LEA data related to student information and billing information concerning the Services provided pursuant to this Agreement. LEA may request that Presence utilize the Special Education Information System ("SEIS") or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide Presence with appropriate software, user training and proper internet permissions to allow adequate access of any systems LEA requests Presence to use.

24. MANDATED ATTENDANCE AT LEA MEETINGS. Presence, through an employee, agent and/or Clinical Staff may attend LEA mandated meetings concerning Services provided pursuant to this Agreement by phone or video conference, at Presence's sole discretion. LEA shall provide Presence with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

25. IEP TEAM MEETINGS. Presence, through an employee and/or Clinical Staff at its sole discretion, shall participate in all annual IEP team meetings, regarding LEA students for whom ISAs have been or may be executed. Presence, through an employee and/or Clinical Staff at its sole discretion, may attend IEP team meetings by phone or by video conference. Presence shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is a billable service under this Agreement. It is understood that the Presence shall utilize the approved electronic IEP system of the LEA ("Approved System"), such as the SEIS for all IEP planning and progress reporting. LEA or the SELPA shall provide training for Presence to assure access to the Approved System. Presence shall maintain confidentiality of all IEP data on the Approved System and shall protect the password requirements of the system. When a student disenrolls or ceases receiving Services pursuant to this Agreement from Presence, Presence shall discontinue use of the Approved System for that student unless otherwise asked to do so by LEA. Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Agreement may only be made on the basis of revisions to the student's IEP.

26. DUE PROCESS PROCEEDINGS. Presence, through an employee, agent, and/or Clinical Staff at its sole discretion, may participate in special education due process proceedings including mediations and hearings concerning Services provided pursuant to this Agreement, as may be requested by LEA. Presence, through an employee, agent, and/or Clinical Staff at its sole discretion, will make all commercially reasonable attempt to participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency, concerning services provided pursuant to this Agreement.

27. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS. On written request by LEA, Presence shall provide to LEA progress reports, which shall include progress over time towards a LEA student's IEP goals and objectives concerning for which Presence is providing Services pursuant to this Agreement. A copy of any progress reports shall be maintained by Presence and shall be submitted to the LEA within 10 days of request. Presence shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time. Presence shall provide this data supporting progress within a commercially reasonable period. Presence is responsible for updating of goals and objectives, progress reporting and development of present levels of performance with respect to services for which Presence is providing pursuant to this Agreement.

28. LEA STUDENT CHANGE OF RESIDENCE. If Presence has actual knowledge of LEA student's change of residence, Presence will notify LEA. It is understood by the Parties, that Presence provides Services virtually and therefore will unlikely be able to ascertain LEA student's location. Presence depends on LEA knowing the LEA student's residence and any changes thereto.

29. PROFESSIONAL CONDUCT. It is understood that all Presence's employees, agents, and Clinical Staff shall adhere to customary professional standards when providing Services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Except as otherwise expressly set forth herein, Services are provided "as is" without any warranty and Presence expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

30. PRESENCE PROPRIETARY RIGHTS. Presence owns all right, title, and interest in and to the Platform and retains all rights and title to all proprietary content in the Platform, including therapy playlists and

related documents and content, and retains all right, title and interest to any work product or other intellectual property developed and/or created by, or on behalf of, Presence.

31. MONITORING. Presence shall comply with applicable law concerning the monitoring or auditing of its program and services to LEA students.

32. CLEARANCE REQUIREMENTS. Presence shall comply with applicable requirements of California Education Code section 44237 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for Presence's employees and Clinical Staff, who have contact with LEA Students. Presence hereby certifies that it will only place Presence's service providers with LEA that have not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's or Clinical Staff's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237 (i) or (j). In addition, with regard to employees and Clinical Staff who will have direct contract with LEA students, Presence shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

33. CLINICAL STAFF. In addition to employee service providers, Presence may engage independent contractors to provide the Services ("Clinical Staff"), and Presence will ensure that all Clinical Staff meet all requirements for licenses, clearances, and qualifications required by the CDE and this Agreement. Presence shall remain fully responsible for any and all of its obligations under this Agreement.

34. STAFF QUALIFICATIONS. Presence shall ensure that all of Presence's employees and Clinical Staff who provide Services to LEA pursuant to this Agreement hold the required credentials and state License consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

a. The term "credential" means a valid License, as defined below, or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).

b. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

Such qualified employees and Clinical Staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and may not assume responsibility or authority for another related services provider or special education teacher's scope of practice. Presence shall comply with all applicable laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. At LEA's request, Presence shall submit to LEA a list and copies of all current licenses, credentials, permits and/or other

documents which entitle the holder to provide special education related services of employees and Clinical Staff who will be providing services to LEA students pursuant to this Agreement.

35. SERVICE PROVIDER ABSENCE. When Presence's service provider is absent, Presence shall notify LEA and arrange for a "make-up" session. Presence will provide to LEA documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. Should a service provider take a leave of absence, then the Presence will attempt to provide a qualified substitute to take over the services to the student. Presence shall not "bank" or "carry over" make-up service hours under any circumstance, unless otherwise agreed to in writing by Presence and authorized LEA representative. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local Area ("SELPA") of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Agreement, unless otherwise specified in this Agreement.

36. HEALTH AND SAFETY. Presence shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. Presence shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of Presence's employees and volunteers for tuberculosis.

37. INCIDENT/ACCIDENT REPORTING. Presence shall submit within 24 hours, electronically, any accident or incident report to the LEA. Presence shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

38. CHILD ABUSE REPORTING. Presence and its staff members will adhere to applicable child abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

39. SEXUAL HARASSMENT. Presence shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the Presence's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. Presence further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

40. STUDENT ABSENCES. Presence shall notify LEA of the no-show or unplanned absence of an LEA student no later than the fifth consecutive service day of the student's absence or as specified in the LEA Procedures.

41. INSPECTION AND AUDIT. Presence shall maintain, and the LEA shall have the right to request access to examine and audit the books, records, documents, accounting procedures and practices and other evidence that reflects all costs claimed to have been incurred or fees claimed to have been earned under this Agreement. All records shall be provided to LEA by electronic means or, at LEA's request and expense, in hard copy, within a commercially reasonable period of a written request from LEA.

42. INVOICE. In consideration for the Services, LEA agrees to pay Presence, in accordance with the fees identified on the Service Order upon receipt of invoices and any related documents. All undisputed amounts are due within thirty (30) days of the invoice date. Outstanding balances shall accrue interest

at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until date paid, plus Presence's reasonable costs of collection.

43. FEES.

43.1 Weekly Dedicated Hours. Beginning on a mutually agreed date through the end of the Term, LEA will be charged for a specified number of hours per week that Presence will make clinicians available to provide Clinical Services. The LEA may reduce the number of weekly dedicated hours upon sixty (60) days' notice to Presence.

43.2 Flexible Hours. The Service Order may provide for flexible hours for a particular Clinical Service, the fee for which shall be based on a per hour, per Clinician basis. If LEA cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an "Unplanned Student Absence"), LEA agrees to pay Presence (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be \$20.00 for an SLP assessment, \$20.00 for an OT assessment, or \$30.00 for a BMH or Psychoeducational Assessment.

43.3 Assessments. If applicable, the Service Order may specify that Presence will provide educational assessments (e.g., Psychoeducational, OT, speech, etc.). The applicable fees for assessments will be set forth in the Service Order.

43.4 Assessment Commitment. Except with respect to Psychoeducational Assessments, if applicable, the Service Order may specify the minimum number of initial assessments for which payment is due at the end of the Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Term, Presence will reconcile the Assessment Commitment with actual initial assessments given, and LEA will be invoiced an amount equal to price of an ECAR as specified in the Service Order multiplied by the number of initial assessments that were not conducted.

43.4 Psychoeducational Assessment Commitment. If applicable, the Service Order may specify a minimum fee for Psychoeducational Assessments for which payment is due at the end of the Term (such payment, the "Psychoeducational Assessment Commitment Fee"). At the end of the Term, Presence will reconcile the Psychoeducational Assessment Commitment Fee with the actual Psychoeducational Assessment fees billed, and LEA will be invoiced for the difference between the Psychoeducational Assessment Commitment Fee and the actual Psychoeducational Assessment fees billed.

43.5 Program Implementation Fee. Each Service Order will include a non-refundable Program Implementation Fee for technology onboarding, clinician onboarding, training onsite support, developing procedures and gathering data to create service handbooks, review and data input of student referrals, assigning students to appropriate clinicians, and scheduling student services.

43.6 Service Coordination Fee. Beginning in the second calendar month of the Term, each monthly invoice will include a non-refundable Service Coordination Fee for ongoing scheduling and referral management, support for school personnel, and district-level communication to providers.

44. SEEKING PAYMENT FROM OUTSIDE SOURCES. Presence will not bill Medi-Cal or any other agency for the costs associated with the provision of services to LEA students. Presence shall not seek payment from parents for the services being provided by Presence (including, but not limited to, screenings,

assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Agreement) or the provision of progress reports, report cards, and/or any assessments, interviews, or meetings.

45. EQUIPMENT. Presence is not responsible in providing the LEA's students with any equipment, including, but not limited to, computers, laptops, video cameras, document cameras, or headsets. It will be the responsibility of LEA that its students have all appropriate equipment necessary to receive Services, including internet. LEA may purchase equipment from Presence as specified in the Equipment Schedule.

46. SERVICE PROVIDER CONVERSION; CONVERSION FEE.

46.1 Service Provider Conversion. During the Term of this Agreement, LEA may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Presence service providers except in accordance with the terms set forth in this Section 46.

46.2 Conversion Fee. During any Term, and for a period of twelve months thereafter, LEA shall notify Presence of its intent to offer employment to any Presence service provider not less than ten (10) calendar days prior to offering such employment (any service provider that accepts such offer of employment, a "Converted Service Provider"). Upon the date a Converted Service Provider commences employment with LEA (the "Conversion Effective Date"): (i) the Converted Service Provider shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Service Provider utilized the Platform prior to the Conversion Effective Date) through the earlier of the expiration of the Term and (ii) LEA shall pay Presence a fee of \$20,000.

47. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent allowed by law, Presence shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and Clinical Staff ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of Presence, including, without limitation, its agents, employees, Clinical Staff or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). To the fullest extent allowed by law, LEA shall indemnify and hold Presence and its Board Members, administrators, employees, agents, attorneys, and Clinical Staff ("Presence Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, Clinical Staff or anyone employed directly or indirectly by it (excluding Presence and/or any Presence Indemnities). The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense. In no event will Presence be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if Presence knew or should have known of the possibility of such damages. Presence's cumulative liability relating to this Agreement will not exceed the actual fees paid by LEA to Presence during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall

under no circumstances exceed \$10,000. LEA acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations Presence would not enter into this Agreement. LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties, and that its self-insurance covers LEA's indemnification obligations under this Agreement.

48. REPRESENTATIONS. LEA hereby represents and warrants to Presence as follows:

- a. LEA has the right, power, and authority to enter into and perform its obligations under this Agreement;
- b. LEA has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement;
- c. the undersigned has the right, power and authority to enter into this Agreement on behalf of LEA;
- d. this Agreement constitutes the legal, valid and binding obligation of LEA, enforceable against LEA in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies;
- e. the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which LEA is a party or any terms or provisions thereof;
- f. LEA will comply with any applicable law concerning Services, including but not limited to obtaining informed parental consent where required, and take no action that prevents or impedes Presence or its employees, agents or Presences from complying with any applicable law;
- g. that LEA has verified the accuracy, completeness and appropriateness of all students' medical, educational, demographic, disciplinary, and therapeutic-related information (hereinafter referred to as "Student Records") prior to LEA's providing Presence with access to such Student Records;
- h. that LEA acknowledges and agrees that the professional duty to educate, supervise and treat the students lies solely with LEA, and that the provision of Services in no way replaces or substitutes for the professional judgment of LEA or a service provider;
- i. that prior to receiving services, LEA will provide Presence with the conditions described in the technical specifications available at <https://www.presencelearning.com/tech-requirements/>, and other conditions as set forth by Presence, and that if LEA does not provide Presence with the specified conditions, as determined by Presence in its sole discretion, within 30 days of the beginning of a Term, Presence does not guarantee sufficient service provider availability to provide Services; and

- j. that LEA acknowledges that Presence is not a healthcare provider, and that it cannot and does not independently review or verify the medical accuracy or completeness of Student Records made available to it pursuant to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PresenceLearning, Inc.

DocuSigned by:
Anthony Alejandro
By: _____
Name: Anthony Alejandro
Title: VP, Customer Success
Date: 2024-04-26

LEA

DocuSigned by:
Cindy Schreiner
By: _____
Name: Cindy Schreiner
Title: Executive Director of Student Services
Date: 2024-04-26

EQUIPMENT PURCHASE SCHEDULE

This Equipment Purchase Schedule (the "Equipment Purchase Schedule") is incorporated and made part of the Agreement between PresenceLearning, Inc ("Presence") and LEA and lists the terms and conditions upon which LEA may purchase hardware, Test Kits, OT Kits and materials (collectively "Equipment") from Presence. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. HARDWARE AVAILABLE FOR PURCHASE. LEA may, at LEA's option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
Document Camera	\$90.00

LEA is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided at <https://presencelearning.com/tech-requirements/>.

2. WISC-V AND WAIS-IV KITS.

2.1 Purchase of WISC-V Kits and/or WAIS -IV Kits If LEA has access to WISC-V and/or WAIS-IV assessments, LEA may purchase WISC-V and/or WAIS-IV test kits (each, a "Test Kit") from Presence. Test Kits are not included in the price of the assessments. Each Test Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V and/or WAIS-IV assessments. Prices of the Test Kits will be reflected in the Service Order entered into at the time the Test Kits are to be purchased.

Block Design only Stimulus Book	\$11.00
Block Design Blocks	\$46.00

2.2 Tracking and Return of Kits. LEA understands and acknowledges that the Test Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Test Kit from each student who received one. After a Test Kit has been used by a student, LEA must arrange for the return of the Test Kit directly to LEA. On a quarterly basis, LEA will

acknowledge and confirm to Presence that the Test Kits are in LEA's possession (in a mutually agreed upon manner). At no time will a Test Kit remain in the possession of a LEA's student once it has been used.

3. OT KITS. LEA may purchase Occupational Therapy Kits (each, an "OT Kit") for a fee of \$85.00 per OT Kit. Each OT Kit includes materials that may be utilized in occupational therapy sessions.

4. DELIVERY AND DELIVERY ADDRESS; TITLE; RISK OF LOSS.

4.1 Delivery and Delivery Address. Presence will ship Equipment to the addresses provided by LEA. LEA is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If LEA provides an incorrect address, then LEA will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to Presence's error, Presence will promptly ship replacement Equipment to the correct address at no cost to LEA.

4.2 FOB. Presence shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to LEA upon delivery.

4.3 Delivery Dates. All delivery dates are approximate. Presence shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

4.4 Received and Accepted. Equipment is deemed received and accepted upon delivery to the address provided by LEA.

5. INSPECTION OF GOODS. LEA has the right to examine the Equipment upon receipt and has 3 days in which to notify Presence of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to Presence in accordance with accepted trade practices.

6. FEES; PAYMENT. LEA agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. LEA is responsible for all taxes and shipping, which fees may vary based on shipment destination.

7. DISCLAIMER OF WARRANTY. Presence is not the manufacturer of the Equipment and the Equipment is being sold "as is," and Presence disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.

8. DELAY OR FAILURE TO PERFORM. Presence will not be liable to LEA for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Presence's control. Presence shall notify LEA immediately upon realization that it will not be able to deliver the Equipment as promised.

ISSUE:

Presented to the Board is the Agreement Between Speech Therapy Link, Inc., and Kingsburg Joint Union High School District for the 2024-2025 school year for occupational therapy for special education students in the amount of not to exceed, \$4,800.00.

ACTION:

Approve or deny the Agreement Between Speech Therapy Link, Inc. and Kingsburg Joint Union High School District for the 2024-2025 school year.

RECOMMENDATION:

Recommend approval.

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

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



SCHOOL STAFFING AGREEMENT

This SCHOOL STAFFING AGREEMENT (this "Agreement") made this 11th day of June, 2024 by and between **Kingsburg Joint Union High School District** ("School") located at 1900 18th Ave. Kingsburg, CA 93631 and **Speech Therapy Link, Inc.** ("Provider") located at 2505 W. Shaw Ave. #101, Fresno, CA 93711. School and Provider also referred to herein individually as the ("Party") and collectively (the "Parties").

WHEREAS, the School provides therapeutic programming, including occupational therapy services.

WHEREAS, Provider provides fully licensed and qualified occupational therapists and certified occupational therapy assistants ("Personnel") to schools and educational systems to provide occupational therapy services ("Services"); and

WHEREAS, School desires to make arrangements for the provision of Services from Provider.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. TERM.

This agreement shall have an initial term of one (1) year, commencing on August 1, 2024 and expiring on July 31, 2025 unless earlier terminated pursuant to the terms hereof. Unless earlier terminated as provided for in this Agreement, this Agreement shall automatically renew for consecutive additional terms of one (1) year each, unless either Party delivers to the other Party, not less than thirty (30) days prior to the expiration of the preceding term, written notice of such Party's intention not to renew the term of this Agreement.

2. TERMINATION.

Either Party may terminate this Agreement with cause upon forty-five (45) days prior written notice to the other Party. Any unsatisfied obligations arising prior to the termination date shall survive the termination date until satisfied. Within fifteen (15) days after this Agreement is terminated for any reason, any manuals, equipment, and supplies belonging to one of the Parties, but in the possession of the other Party, shall be returned at the cost and expense of the Party in possession.

3. SERVICES.

- (a) **Applicable Rules.** Provider's Personnel shall provide the Services pursuant to the terms and conditions of this Agreement and in accordance with all applicable federal, state, and local laws, rules and regulations, together with all applicable rules and regulations of School's third-party reimbursement payors. School shall notify Provider of all applicable rules and regulations regarding its third-party reimbursement payors and any changes thereto.
- (b) **Treatment Plan.** Provider's Personnel shall adhere to the scope and limitations set forth in the Individual Education Plan (IEP) communicated to Provider for each student (except in the case of adverse reaction). Provider agrees to consult with the student's case manager/staffing team in the development of a written plan for each student receiving therapy services from Provider.
- (c) **Licensing.** Services shall be performed only by duly licensed Personnel. Additionally, Personnel shall always, when providing Services conform to the applicable policies, practices, procedures, and rules set forth by the standards of practice and codes of ethics set forth by their professional associations.

4. SCHOOL TO PROVIDE.

The school shall provide the following:

- (a) **Responsibility.** Maintain full administrative and professional responsibility for the treatment and care of all of its students receiving Services.
- (b) **Schedule.** Scheduling of therapy treatments will be arranged between the Provider and the School Site.
- (c) **Grievance Process.** A grievance is hereby defined as a claim of a violation of any specific provisions of this Agreement. No grievance shall be considered unless it has first been presented within five (5) working days of the alleged occurrence or the date the school should have reasonable become aware of the incident which is the basis for the grievance. Grievances will be investigated by the Provider, and School shall, in good faith, cooperate with Provider in the investigation process of the grievance.

5. INDEPENDENT CONTRACTOR.

Provider shall provide Services hereunder as an independent contractor for all purposes, including federal tax purposes, and employees of Provider shall not be entitled to any of the rights or privileges established for the employees of the school, including but not limited to: vacations and vacation pay, sick leave with pay, paid holidays, life, accident or health insurance, or severance pay upon termination of this Agreement. The school will not withhold from any payments made to Provider pursuant to this Agreement, any sums for federal, state or local income taxes, unemployment insurance, Social Security, or any other amount which is required by law to be withheld by an employer for an employee. All payments and withholdings of any nature that may be required by law from Provider for Provider's Personnel and employees are Provider's sole

responsibility, and Provider covenants and agrees to indemnify and save harmless the school from any and all claims as a result of Provider's failure to make any such payments.

6. COMPENSATION.

- (a) **Service Logs.** District will ensure Provider has access to IEP system (i.e., SEIS Service Tracker) or other documentation system used by district. Provider shall timely complete and submit to School monthly attendance roster from district documentation system (i.e., Service Tracker Attendance Roster).
- (b) **Invoices.** Provider shall invoice the School for the Personnel provided hereunder at the rates set out on Exhibit A, attached hereto and fully incorporated herein, on or before the 10th day of the month for Services rendered for the preceding month. Invoices will be submitted via email to district employee(s) identified by District. The invoice shall state:
 - (i) The name(s) of the Personnel/therapist(s) who provided the Services.
 - (ii) Each of the Services provided; and
 - (iii) The dates and number of hours of Services on each date.
- (c) **Payment.** School shall pay Provider the full amount of each invoice on or before the date thirty (30) calendar days from the date of Provider's invoice (the "Due Date"). School must notify Provider in writing of any dispute of any portion of an invoice within thirty (30) days of receipt of the invoice. Failure to notify Provider within this thirty (30) day period shall be deemed School's confirmation of its obligation under this Agreement to pay Provider in full for the invoice.
- (d) **Overtime.** Overtime hours, must be confirmed by the Director of Special Education, via email correspondence to serve as authorization of overtime hours. Overtime is considered more than 8 hours per service day.

7. RECORDS.

- (a) **Individual Student Records.** School and Provider acknowledge and agree that all of School's individual student records within the Premises which are used by the Personnel under this Agreement shall be and remain the property of School. Provider and Provider's Personnel shall have the right to use these records for treatment and other proper business purposes that do not violate student privacy rights (FERPA and HIPPA).
- (b) **Subcontractor Records.** All student records will remain in the possession of the school district. IEP records and Daily Documentation will be kept within the District's IEP System. The provider will maintain records of invoices for up to 3 years.

8. TRAINING.

Provider shall advise and participate in the development of the school's safety and training programs to the extent School requests such service, including School's in-service education training program and, with Provider's prior consent, advise or serve upon any committees designated by the School.

9. PROVIDER'S QUALIFICATIONS.

Within ten (10) days of School's request, the Provider shall submit a resume of the qualifications and experience of all individuals who will provide Services to the School on behalf of Provider. The resume shall include, without limitation, proof of current licenses and/or registrations with renewals as applicable, professional memberships, and formal training certifications and/or diplomas within that person's specialty.

10. WORKING AREA EQUIPMENT.

- (a) **Premises.** The school shall, at its sole cost and expense and at no cost to Provider, set aside, make available to Provider's Personnel, and maintain within the Premises adequate supplies, reporting forms, equipment, working areas, and storage spaces which are appropriate, in Provider's reasonable determination, to enable Provider to properly provide Services hereunder. Any and all supplies and equipment furnished by the Provider and used in the Premises shall remain the sole and separate property of Provider and may be removed by Provider at any time for any reason.
- (b) **License.** Provider and School shall do nothing which would jeopardize the licensure of the School, Provider, or the Personnel or their respective participation in any third-party reimbursement program.
- (c) **Compliance.** At all times, the School and Provider shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted applicable to the School, the Personnel, and the Services provided hereunder.

11. INSURANCE.

- (a) **Provider Malpractice Insurance.** Provider shall obtain and maintain professional liability insurance coverage in the minimum amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year, with an insurance carrier or carriers approved and duly authorized to engage in the business of insurance under the laws of the State where the Facility is located, in order to provide adequate liability protection and coverage relating to Provider's performance under this Agreement. Inability to obtain and maintain insurance under this provision shall be, at the school's option, cause for immediate termination by the School of this Agreement. Upon request, Provider shall provide the school with a certificate of insurance upon request in such form as Provider's insurance carrier may issue without additional charge to Provider.
- (b) **School Malpractice Insurance.** School shall obtain and maintain general and professional liability insurance coverage in the minimum amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year, with an insurance carrier or carriers approved and duly authorized to engage in the business of insurance under the laws of the State where the Facility is located, in order to provide adequate liability protection and coverage relating to the School's performance under this Agreement. The inability to obtain and maintain insurance under this provision shall be, at Provider's option, cause for immediate termination by Provider of this Agreement. Upon request, the School shall provide Provider with a certificate of insurance upon request in such form as the School's insurance carrier may issue without additional charge to the School.

12. INDEMNIFICATION.

Each Party agrees to indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's, or such Party's employees, agents, or contractors, duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which insurer is obligated to defend or satisfy.

13. REPRESENTATION AND WARRANTIES.

- (a) **License.** Provider and School each represent and warrant to the other that each is, together with all of their respective employees, agents, and servants, duly licensed and certified by all applicable local, state, and/or federal agencies to perform the Services and provide all items contemplated herein.
- (b) **Confidential Information.** Neither School nor Provider shall, during or after the term of this Agreement, disclose any confidential information of the other to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever.
- (c) **Non-Solicitation and Buy Out.** (a) With the exception of the Therapist Buy Out provision set forth below in this Section 13(c), it is agreed by and between the Provider and the School that any Therapist providing services under the terms of this Agreement shall not be allowed to and shall not solicit for or provide private services to students served by the Therapist under this Agreement. Neither party shall solicit or offer employment to any therapist employed by the other party during the term of this Agreement and for a period of twelve (12) months following its termination. (b) Therapist Buyout: Section 13(c) above notwithstanding, the School may hire a Therapist of Provider under the following conditions: (i) following a Therapist's completion of one assignment of at least 1,400 hours the School can hire the Therapist upon payment to Provider of a one-time buyout fee of \$10,000.00; or (ii) following a Therapist's completion of two assignment of at least 1,400 hours each the School can hire the Therapist upon payment to Provider of a one-time buyout fee of \$3,500.00.

14. DAMAGES.

In the event School breaches Section 13 of this Agreement, Provider shall be entitled to, and School hereby agrees to, any one or more of the following, selected by Provider in its sole and absolute election, in addition to such other remedies as may be available to Provider for such breach:

- (a) **Injunction.** An injunction preventing School, for a period of two (2) years following the termination of this Agreement, from employing, contracting with, or using the services of an employee of Provider who had supplied Services to School under this Agreement; or
- (b) **Damages.** A judgment for liquidated damages in the amount of Fifty Thousand Dollars (\$50,000.00) for each Personnel or employee employed, contracted with, or used in violation of Section 13 of this Agreement.

15. **MISCELLANEOUS.**

- (a) **Amendment.** No amendment, revocation, change or modification of this Agreement shall be valid unless the same be in writing and signed by the Parties hereto.
- (b) **Assignment.** This Agreement may not be assigned by a Party without the express prior written consent of the other Party.
- (c) **Authority.** Each Party represents and warrants to the other Party that:
 - (i) It has the full power and authority to enter into and perform this Agreement; and
 - (ii) Each Party further acknowledges that it has read this entire Agreement, understands it, and agrees to be bound by it.
- (d) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
- (e) **Enforcement Costs.** If any legal action or other proceeding, including arbitration, is brought by Provider or School for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement the prevailing Party shall be entitled to recover reasonable attorney's fees, court costs and other expenses, incurred in that action or proceeding, including all appeals, in addition to any other relief to which Provider may be entitled.
- (f) **Entire Agreement.** This Agreement (together with all attachments hereto) contains a complete statement of all of the terms of this Agreement between the Parties with respect to the matters provided for herein and supersedes any previous agreements and understandings (whether written or oral) between the Parties. All attachments to this Agreement shall be deemed part of this Agreement and incorporated as if fully set forth herein.
- (g) **Headings.** The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.
- (h) **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth above or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party.
- (i) **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

- (j) **Successors.** This Agreement and all the terms and provisions hereof shall be binding upon and shall insure to the benefit of the Parties, and their respective legal representatives, heirs, successors and assigns, except as expressly prohibited herein.


- (k) **Waiver.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date written below.

Kingsburg Joint Union High School District

Speech Therapy Link

By: _____

By:  _____

Print Name: _____

Print Name: Jordin Perez

Its: _____

Its: President

Date: _____

Date: June 11, 2024

Exhibit A

Hourly Bill Rates: Related Service Providers

Effective Date: January 1, 2023

Services for 2023-2024	Hourly Rates:
Speech and Language Pathologist	\$130
Speech and Language Pathologist Assistant	\$90
Occupational Therapist	\$120
Certified Occupational Therapy Assistant	\$90
Physical Therapist	\$120
Nursing: BSN, RN	\$90
Nursing: LVN	\$70
Nursing: CNA	\$48
Individual Counseling	\$90
Paraeducator	\$40

The above-listed Related Service Providers are guaranteed to work 40.0 hours per week with a caseload of 40-50 students, unless agreed to in writing by both parties prior to commencement of services. However, if school is closed, for example, in observance of a holiday, Provider will not be billed for those hours. Provider will only bill for hours worked by Related Service Provider, therefore, for example, if Related Service Provider calls out sick, Provider will not bill School District.

The district will provide current and appropriate standardized assessment materials, therapy materials, and necessary materials to complete paperwork and duties within the district. This includes responsibility to ensure access to printers, scanners, copy machines, and internet connection.

Additional Charges may also apply if Provider is required to provide software such as: teacher planning programs software, diagnostic tools / assessment kits, testing protocols and all materials purchased for students.

The district will ensure that an appropriate therapy room is provided which includes phone, air conditioning and heat, tables, chairs, file cabinets, and privacy for therapy sessions, testing sessions, and IEP meetings.

Overtime hours must be pre-approved by authorized school district representative and authorized Provider representative.

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is effective as of **August 1, 2024** and is by and between **Kingsburg Joint Union High School District** (“Covered Entity”) and **Speech Therapy Link, Inc.** (“Business Associate”).

RECITALS

Covered Entity and Business Associate are parties to an agreement or arrangement pursuant to which Business Associate performs certain services for Covered Entity.

In connection with the performance of its services, Business Associate may receive from, or create or receive on behalf of Covered Entity health information that is considered PHI (as defined below).

To the extent that such PHI is shared between the parties, this Agreement shall apply and shall set forth the party’s obligations with respect to such PHI.

The provisions of this Agreement shall become binding on the parties beginning on the date on which PHI is first shared between the parties and shall terminate in accordance with the terms of this Agreement.

TERMS

1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules (as defined below), the HITECH Standards (as defined below) or any future regulations promulgated, or guidance issued by the Secretary (as defined below) thereunder.

- a) Breach. “Breach” shall have the same meaning as the term “breach” at 45 C.F.R. § 164.402.
- b) Electronic Health Record. “Electronic Health Record” shall mean an electronic record of health-related information on an Individual (as defined below) that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- c) Electronic PHI. “Electronic PHI” shall have the same meaning as the term “electronic PHI” at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d) HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, and the implementation regulations thereunder, including without limitation the HIPAA Rules (as defined below) and the HITECH Standards (as defined below), and all future regulations promulgated thereunder.
- e) HIPAA Rules. “HIPAA Rules” means the Privacy Rule (as defined below) and the Security Rule (as defined below).
- f) HITECH Standards. “HITECH Standards” means Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), found at Title XIII of the American Recovery and Reinvestment Act of 2009, and any regulations promulgated thereunder, including all amendments to the HIPAA Rules.

- g) Individual. "Individual" shall have the same meaning as the term "individual" at 45 C.F.R. § 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- h) Privacy Rule. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164.
- i) Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, and any amendments thereto, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- j) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- k) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- l) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- m) Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic PHI at 45 C.F.R. Parts 160, 162, and 164.
- n) Unsecured PHI. "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

2. Relationship of Parties

In the performance of the work, duties and obligations described in this Agreement or under any other agreement between the parties, the parties acknowledge and agree that each party is at all times acting and performing as an independent contractor and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.

3. Ownership of PHI

Business Associate acknowledges that all right, title and interest in and to any PHI furnished to Business Associate vests solely and exclusively with Covered Entity or the Individual to whom such PHI relates.

4. Obligations and Activities of Business Associate

- a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement, any underlying agreement between the parties, or as Required by Law.
- b) Business Associate will make reasonable efforts, to the extent practicable, to limit requests for and the use and disclosure of PHI to a Limited Data Set (as defined in 45 C.F.R. § 164.514(e)(2)) or, if needed by Business Associate, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request, and as applicable, in accordance with the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for Business Associate to perform its obligations to Covered Entity under this Agreement, any underlying agreement, or as Required By Law.
- c) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement.
- d) Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.

Business Associate shall comply with the applicable requirements of the Security Rule in the same manner such provisions apply to Covered Entity.

- e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- f) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware. To the extent that Business Associate creates, receives, maintains or transmits Electronic PHI, Business Associate agrees to report as soon as practicable to Covered Entity any Security Incident, as determined by Business Associate, involving PHI of which Business Associate becomes aware. Notwithstanding the foregoing, Business Associate and Covered Entity acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and Covered Entity acknowledges and agrees that no additional notification to Covered Entity of such unsuccessful Security Incidents is required. However, to the extent that Business Associate becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, Business Associate shall notify Covered Entity of these attempts and provide the name, if available, of said party. At the request of Covered Entity, Business Associate shall identify the date of the Security Incident, the scope of the Security Incident, Business Associate's response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known.
- g) Following Business Associate's discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach without unreasonable delay, and in no event later than ten (10) calendar days after Business Associate, or any of its employees or agents, discovered the Breach. Such notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach and any other information available to Business Associate about the Breach which is required to be included in the notification of the Breach provided to the Individual in accordance with 45 C.F.R. §164.404(c). A Breach of Unsecured PHI shall be treated as discovered as of the first day on which such Breach is known to Business Associate or should have been known to Business Associate by exercising reasonable diligence.
- h) In accordance with 45 C.F.R. §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Moreover, Business Associate agrees to ensure any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's Electronic PHI.
- i) Business Associate shall provide access, at the request of Covered Entity, and in a time and manner mutually acceptable to Business Associate and Covered Entity, to PHI in a Designated Record Set to Covered Entity, or, as directed by Covered Entity, to an Individual or another person properly designated by the Individual, in order to meet the requirements under 45 C.F.R. § 164.524. If Business Associate maintains PHI electronically in a Designated Record Set and if the Individual requests an electronic copy of such information, Business Associate must provide Covered Entity, or the Individual or person properly designated by the Individual, as directed by Covered Entity, access to the PHI in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual. Any fee that Business Associate may charge for such

electronic copy shall not be greater than Business Associate's labor and supply costs in responding to the request.

- j) Business Associate agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in a time and manner mutually acceptable to Business Associate and Covered Entity.
- k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. As of the compliance date set forth in the regulations promulgated under HITECH or as otherwise determined by the Secretary, in addition to the accounting of disclosure obligations required under 45 C.F.R. § 164.528, Business Associate shall account for all disclosures of PHI made through an Electronic Health Record in accordance with the HITECH Standards and any future regulations promulgated thereunder.
- l) Within ten (10) business days (or such other date that Business Associate and Covered Entity may reasonably agree upon) of receiving written notice from Covered Entity that Covered Entity has received a request for an accounting of disclosures of PHI, Business Associate agrees to provide to Covered Entity information collected to permit Covered Entity to make the accounting required in accordance with 45 C.F.R. § 164.528.
- m) Business Associate shall make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.
- n) To the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such delegated obligation.

5. General Use and Disclosure Provisions

Except as otherwise limited in this Agreement:

- a) Business Associate reserves the right to **use** PHI for the proper management and administration of Business Associate, to carry out the legal responsibilities of Business Associate, and to provide data aggregation services to Covered Entity.
- b) Business Associate may **use or disclose** PHI to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- c) Business Associate may **disclose** PHI in its possession for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that such PHI will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

6. Obligations of Covered Entity

- a) The Covered Entity shall notify Business Associate in writing of any limitation(s) in its notice of privacy practices, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any change in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect Business Associate's permitted or required use or disclosure of PHI.
- c) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use and/or disclosure of PHI, which Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity shall have entered into "Business Associate Agreements" with any third parties (e.g., case managers, brokers or third-party administrators) to which Covered Entity directs and authorizes Business Associate to disclose PHI.

7. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity.

8. Term and Termination

- a) Term. The term of this Agreement shall commence on the Effective Date and shall terminate when Business Associate ceases providing services to or for Covered Entity that involves creating, receiving, maintaining, or transmitting PHI on behalf of Covered Entity.
- b) Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall either:
 - i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
 - iii) Business Associate shall ensure that it maintains the termination rights in this Section in any agreement it enters into with a subcontractor pursuant to Section 4(h) hereof.
- c) Effect of Termination.
 - i) Except as provided in paragraph (ii) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain copies of the PHI.
 - ii) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon determination that return, or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit

further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.

9. Miscellaneous

- a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended and for which compliance is required.
- b) Amendment. No change, amendment, or modification of this Agreement shall be valid unless set forth in writing and agreed to by both parties. Notwithstanding the foregoing, the parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary from time to time for the parties to comply with the requirements of HIPAA. Covered Entity shall provide written notice to Business Associate to the extent that any final regulation or amendment to final regulations promulgated by the Secretary under HITECH requires an amendment to this Agreement to comply with HIPAA. The parties agree to negotiate an amendment to the Agreement in good faith; however, either party may terminate this Agreement upon ninety (90) days written notice to the other party if the parties are unable to reach an agreement.
- c) Survival. The respective rights and obligations of Business Associate under Section 8 of this Agreement shall survive the termination of this Agreement, unless expressly stated otherwise.
- d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA.
- e) Notice. Any notice, report or other communication required under this Agreement shall be in writing and shall be delivered personally, telegraphed, emailed, sent by facsimile transmission, or sent by U.S. mail.
- f) Governing Law. The rights, duties and obligations of the parties to this Agreement and the validity, interpretation, performance and legal effect of this Agreement shall be governed and determined by applicable federal law with respect to the Privacy Rule and the Security Rule and otherwise by the laws of the State where the Facility is located.
- g) Counterparts. This Agreement may be executed in one or more original counterparts and will become operative when each party has executed and delivered at least one counterpart. Each original counterpart will be deemed to be an original for all purposes, and all counterparts will together constitute one instrument.
- h) Signatures. This Agreement may be signed electronically and delivered by email, facsimile or similar transmission, and an email, facsimile or similar transmission evidencing execution, including PDF copies of executed counterparts, will be effective as a valid and binding agreement between the Parties for all purposes.

IN WITNESS THEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

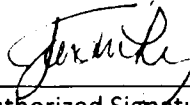
COVERED ENTITY

BUSINESS ASSOCIATE

Kingsburg Joint Union High School District

SPEECH THERAPY LINK

Authorized Signature



Authorized Signature

Name and Title

Jordin Perez, President

Name and Title

Date

June 11, 2024

Date

Exhibit C-1

Confirmation of Agreement: August 1, 2024 to July 31, 2025

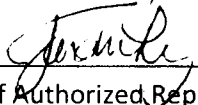
Speech Therapy Link agrees to provide **Occupational Therapy** to **Kingsburg Joint Union High School District** understands that Provider's ability to provide services is subject to the availability of the employee. Unforeseen circumstances (i.e., maternity leave, medical leave, therapist moving) can impact availability of an employee. Providers will do their best to ensure that these unforeseen circumstances are covered but cannot guarantee to do so based on the shortage of therapists and special educators in California.

Specialty/Discipline:	Occupational Therapy
Method of Service Delivery:	Onsite
If Onsite is Not Available, are you open to virtual:	No
Start Date:	August 1, 2024
End Date:	July 31, 2025
Hours Per Day	8
Hourly Rate:	\$120
Daily Rate:	N/A
Positions Requested by District:	PRN
Maximum Hours Per School	40 Hours
Total Cost Not to Exceed	\$4,800
TOTAL COST TO DISTRICT	\$4,800
Invoices Submitted 2 Times Per Month:	<ul style="list-style-type: none"> • Service Dates: 1st to 15th; Submitted by 20th • Service Dates: 15th to last day of month: Submitted by 5th of proceeding month.
Payment by District:	Due 30 days upon receipt of invoice
Cancellation Notice	45 Days
Billing Contact: Name	Cindy Schreiner
Billing Contact: Email	cschreiner@kingsburghigh.com
Billing Contact: Address, State, Zip	Kingsburg Joint Union High School District Attn: Special Education 1900 18 th Ave. Kingsburg, CA 93631
Invoices Will Be Emailed To:	cschreiner@kingsburghigh.com

Kingsburg Joint Union High School District

Speech Therapy Link

Signature of Authorized Representative
Name:
Date:



Signature of Authorized Representative
Name: Jordin Perez
Date: June 11, 2024

ISSUE: Presented to the Board is the Fresno County Superintendent of Schools Adapted Physical Education Service Agreement for 2024-2025 school year for special education students for in the amount of \$8,555.30.

ACTION: Approve or deny the Fresno County Superintendent of Schools Adapted Physical Education Service Agreement for 2024-2025 school year.

RECOMMENDATION: Recommend approval.

FOR BOARD ACTION:

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



ADAPTED PHYSICAL EDUCATION SERVICE AGREEMENT

("Agreement")

Legal Doc. No. of this Signed Agreement (FCSS Legal use only): ~~4885~~-7283-6293

COVER

DISTRICT/CHARTER

Kingsburg Joint Union High School District
("District/Charter")
Attn: Don Shoemaker, Superintendent
1900 18th Ave
Kingsburg, CA 93631
Phone: (559) 897-5156
Email: dshoemaker@kingsburghigh.com

CONTRACT TERM (see § 3.1)

"Effective Date": August 19, 2024

"Termination Date": June 5, 2025

CONTRACT AMOUNT. District/Charter shall pay the following "Contract Amount" to FCSS:

\$ 8,555.30, (0.050 FTE) which is calculated as follows: FTE Rate multiplied by the ratio of FTE agreed between FCSS's contact person listed above or his/her designee and District's/Charter's contact person listed above or his/her designee. "FTE Rate" means \$ 171,105.99 per FTE Adapted Physical Education ("Service Provider") which shall be calculated by taking the total amount for salary and benefits; mileage reimbursements; equipment, supplies, and materials needed to provide the Adapted Physical Education Services ("Services"); administration and indirect costs that FCSS budgets in order to employ FTE Service Provider; and, provide Services during the Contract Term and *dividing* by the total number of FTE Service Providers FCSS expects to employ during the Contract Term. "FTE" (Full Time Equivalent) means 6.75 hours per day.

At the end of the contract term, the rate shall be recalculated based upon FCSS' actual amounts. The difference between the updated amount and the initial amount ("settle-up amount") would be applied to District/Charter.

Should there be a need for initial Services assessments to determine student need for Services, an additional \$ 1,385.20 per assessment will be charged to District/Charter to cover the costs of each assessment which is calculated as follows: Hourly Rate of \$ 138.52 per hour multiplied by 10 hours and 2 assessments, as agreed to between FCSS's contact person listed above or his/her designee and District/Charter contact person listed above or his/her designee.

FCSS

Fresno County Superintendent of Schools ("FCSS")
Attn: Trina L. Frazier, Assistant Superintendent of Student Services
Fresno County Office of Education
1111 Van Ness Avenue
Fresno, CA 93721-2000
Phone: (559) 265-3049 Email: tfrazier@fcoe.org

TERMINATION DURING CONTRACT TERM (see § 3.2)

Ground for Termination: With Cause

"Notice Period": At least 30 days before the effective date of termination of this Agreement

PAYMENT SCHEDULE. District/Charter shall pay the Contract Amount to FCSS pursuant to the following:

Four payments, each a "Payment," in accordance with the following "Payment Schedule": (1) first Payment on or about October 20 during the Contract Term, (2) second Payment on or about January 20 during the Contract Term, (3) third Payment on or about April 20 during the Contract Term, (4) fourth Payment on or about June 20 immediately after the Contract Term, and (5) Settle-up Amount Payment on or about October 20 immediately after the Contract Term.

Each Payment shall be made in accordance with the "Payment Plan" that is marked below (mark one):

PAYMENT PLAN A - TRANSFER: District/Charter authorizes FCSS to transfer each Payment from District/Charter.

PAYMENT PLAN B - PAYMENT: District/Charter will pay each Payment pursuant to an invoice that FCSS submits to District/Charter.

PAYMENT PLAN C - OTHER (specify): _____

COPY

"Hourly Rate" shall be calculated by taking the total amount for salary and benefits; mileage reimbursements; equipment, supplies, and materials needed to provide the Services; administration and indirect costs that FCSS budgets in order to employ Service Provider; and, provide Services during the Contract Term and dividing by the total number of Service Providers FCSS expects to employ during the Contract Term.

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

Commercial general liability, commercial automobile liability, and workers comp. and employer's liability.

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, District/Charter 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 shall mean the Party and its governing body and members thereof, officers, employees, and agents and, in the case of District/Charter, includes District's/Charter's students. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

DISTRICT/CHARTER

FCSS

By: _____
Print Name: Don Shoemaker
Title: Superintendent

By: _____
Dr. Michele Cantwell-Copher, Superintendent
or Authorized Designee

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 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 RECITALS. District/Charter requires one or more trained and qualified Service Provider to provide Services to District's/Charter's students who do or, in the case of an initial assessment may, qualify for special education pursuant to the Individuals with Disabilities Education Act ("IDEA") and related state law and who have an individualized education program ("IEP"). By this Agreement, the Parties desire to set forth the terms and conditions pursuant to which FCSS shall provide one or more Service Provider to perform Services required of District/Charter and for which District/Charter shall compensate FCSS. This Agreement sets forth the Parties' rights and obligations relating to such Services and this Agreement. District/Charter understands that the Service Provider, during the Contract Term, may provide Services to one or more other school districts/charters, FCSS court and community schools, and/or FCSS county-operated special education programs. The Parties shall communicate and coordinate through the Contract Term regarding: (A) Services FCSS is to provide to District/Charter; (B) location(s), day(s), and time(s) at which Services are to be provided to District/Charter; and (C) other necessary and proper arrangements to allow FCSS to provide Services pursuant to this Agreement.

SECTION 1.2 OBLIGATIONS OF FCSS. FCSS shall perform all obligations required of FCSS as set forth elsewhere in this Agreement and:

- 1.2.1 Hire and employ one or more appropriately licensed or credentialed Service Provider(s) to perform the Services required by this contract. Note that, if indicated above, the Service Provider(s) will be a licensed speech-language pathologist assistant ("SLPA"), occupational therapy assistant ("OTA") or physical therapy assistant ("PTA") supervised by the necessary licensed or credentialed FCSS staff. The Parties agree that FCSS is the employer of the Service Provider(s) and, as such, is responsible for the Service Provider(s) employment, including, but not limited to, salary; benefits; mileage reimbursements; equipment, supplies, and materials; employee evaluation; employee grievance; and, employee discipline. Moreover, FCSS is responsible for the provision and supervision of the Service Provider(s) leave of any kind, including the tracking and approval of said leave.
- 1.2.2 In coordination with and cooperation of District/Charter, FCSS will provide one or more Service Provider to perform the following:
 - 1.2.2.1 Comply with District policies, procedures, and reasonable instructions provided that they comply with the law and are within the scope of the Service Provider's employment with FCSS.
 - 1.2.2.2 As appropriate, provide case management for District/Charter student IEPs.
 - 1.2.2.3 Participate in the development of IEPs for District/Charter students, including, but not limited to drafting present levels and goals, and making service recommendations to IEP teams to serve students in the least restrictive environment.
 - 1.2.2.4 Implement District/Charter student IEPs that include Services, including, but not limited to, maintaining progress notes, collecting data to document progress, monitoring and evaluating progress, and drafting timely progress reports related to IEP goals.
 - 1.2.2.5 Adhere to IEP timelines and those reasonably requested by District/Charter.
 - 1.2.2.6 Consult with parents, faculty, administrators, and other specialists concerning needs of students receiving Services. Consult with, and make referrals to, outside agencies for students receiving Services, if appropriate.
 - 1.2.2.7 Coordinate transition plans for students moving to other settings.
 - 1.2.2.8 Conduct re-evaluations as needed, including, but not limited to triennial re-evaluations of students who are receiving Services. Note that any re-evaluations conducted are conducted on behalf of the District/Charter not FCSS. Therefore, District/Charter is responsible for ensuring that the re-evaluation complies with any and all applicable laws. As such, if an independent educational evaluation ("IEE") is requested, the District/Charter is responsible for responding to said request as well as funding the IEE or filing for due process to defend the re-evaluation in accordance with the law.

- 1.2.2.9 Receive and respond to referrals from District/Charter personnel, parents, physicians, and agencies for Students who are not yet receiving Services. Consult with general education staff regarding general education interventions. As appropriate, participate in the student study team (or similar) process for Students.
- 1.2.2.10 Conduct initial assessments to determine eligibility for special education, if appropriate, and/or need for Services to provide student assessed with a free appropriate public education ("FAPE") in the least restrictive environment. Additional hourly costs, as agreed upon in the Contract Amount, will be charged for initial assessments. Note that any initial evaluation conducted is conducted on behalf of the District/Charter not FCSS. Therefore, District/Charter is responsible for ensuring that the evaluation complies with any and all applicable laws. As such, if an independent educational evaluation ("IEE") is requested, the District/Charter is responsible for responding to said request as well as funding the IEE or filing for due process to defend the evaluation in accordance with the law.
- 1.2.2.11 Coordinate, participate and present in-services and consultations regarding Services and other topics relevant to Service Provider area of expertise and training.
- 1.2.2.12 Supervise, coordinate, and plan the work for instructional support staff assigned to District/Charter program and/or student and provide input into the performance evaluation process for instructional support staff.
- 1.2.2.13 Prepare, maintain and submit timely and accurate records, reports, files and documentation as assigned on each student served, including, but not limited to, Medi-Cal billing, diagnostic and assessment information, student goals and objectives, conference and contact notes from parents and other professionals, student progress notes, attendance records, and county and/or state reports as assigned and/or required.
- 1.2.2.14 Other duties relevant to Service Providers and Services as required for compliance with the IDEA and related state law.
- 1.2.3 Assist the District/Charter in responding to any complaints—informal or formal—related to Services provided to District/Charter students pursuant to this Agreement. This includes making Service Provider(s) available to testify on the District's/Charter's behalf as a witness in a formal hearing or legal proceeding. At FCSS's discretion, FCSS legal counsel may advise FCSS staff regarding and during this or any other process.
- 1.2.4 At FCSS's sole discretion, FCSS may provide assistance to District/Charter in the organization and review of District/Charter records for District/Charter students in response to a request for student records. However, FCSS is not the custodian of records for any District/Charter students and as such will not respond to any requests for student records on the District/Charter's behalf.

SECTION 1.3 DISTRICT/CHARTER OBLIGATIONS. District/Charter shall perform all obligations required of District/Charter under this Agreement and perform the following:

- 1.3.1 District/Charter remains the local educational agency ("LEA") responsible for any and all obligations to District/Charter students under the IDEA and related state law. District/Charter agrees that, by assigning an FCSS employee to the District/Charter under this Agreement, FCSS is not assuming any decision making responsibility or control over District students nor is it assuming any LEA responsibilities under the IDEA and related state law. As a result, District/Charter shall not object to FCSS's request and/or motion to be dismissed from any complaint—formal or informal—related to the students served under this Agreement that are alleged against FCSS and/or District/Charter and FCSS if said complaint relates to anything other than an intentional tort claim filed against FCSS for actions of an FCSS employee as discussed further in Article 5 below. Moreover, District/Charter shall indemnify FCSS in accordance with Article 5 below.
- 1.3.2 Determine, through the IEP process, which student(s) are eligible to receive Services provided by FCSS.
- 1.3.3 Provide appropriate classroom(s), office space, furniture (Service Provider and student), internet connectivity, landline telephone, use of office equipment such as a copy machine, parking, alarm codes, etc. necessary for Service Provider to do his/her work appropriately and adequately with District/Charter students pursuant to this Agreement.
- 1.3.4 Inform Service Provider of safety and other related procedures on school campus where Services are provided. This includes, but is not limited to, training and informing Service Provider in the same manner that District/Charter staff is trained and notified in advance of any safety drills, including, but not limited to fire, earthquake, and active shooter drills.
- 1.3.5 Provide any and all equipment and materials needed to implement a District/Charter student's IEP.
- 1.3.6 Coordinate and cooperate with FCSS staff relating to Services that FCSS is to provide to the Students.
- 1.3.7 If requested, provide FCSS with meaningful input into FCSS's evaluation of Service Provider.

SECTION 1.4 WORK PRODUCTS AND RIGHTS THERETO. The following applies to 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 (collectively "Work") that each Party prepares for or provides to the other Party pursuant to this Agreement: (A) the Work of each Party shall remain its property and that Party shall have all interests and rights thereto; (B) 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 its performance of this Agreement; and (C) upon termination of this Agreement and at Party's request, the other Party shall return any or all Work that belongs to the requesting Party. The provisions of this Section shall survive the termination of this Agreement. This section shall not apply to any student-related information and/or student record as defined by Family Education Rights and Privacy Act ("FERPA") and related California law. Any and all non-personal notes student-related information and records shall be the property of the District/Charter; FCSS shall not be deemed the custodian of any student records under this Agreement.

SECTION 1.5 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (for example and not as a limitation, employee or student records) that is subject to nondisclosure or protection under federal and/or California laws (collectively "Confidential Materials") is provided to or created by a Party for or pursuant to this Agreement, the Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, or as this Agreement may permit, or as the other Party, through its contact person listed on the Cover or other designated staff, may authorize in writing; (B) except as specifically permitted by Applicable Law, not use the Confidential Materials for any purpose not related to its performance of this Agreement; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, unauthorized viewing, duplication, and/or use. The provisions of this Subsection shall survive the termination of this Agreement. This Section shall not turn FCSS into a custodian of student records as defined by FERPA and related California law; any and all non-personal notes-student related information and records shall be the property of District/Charter; FCSS shall not be deemed the custodian of any student records under this Agreement.

SECTION 1.6 SCHOOL OFFICIAL DESIGNATION. To the extent that FCSS's provision of Services under this Agreement will include FCSS staff viewing, handling, creating, and/or receiving student records as defined by FERPA and related California law, FCSS agrees, for purposes of this Agreement, to be designated as a "school official" of the District/Charter that it is designated as a "school official" with a "legitimate interest to inspect a record" as defined in California Education Code section 49076(a)(1)(A). (See also 34 C.F.R. § 99.31(a)(1)(i)(A).) FCSS agrees to abide by the rules, including limitations and requirements, for disclosure of student records as specified in FERPA and related California law. This role does not convert FCSS into a custodian of records; that role remains with the District/Charter. All final decisions regarding compliance with FERPA and related California law shall be made by the District/Charter; and, responses to records requests shall come from the District/Charter not FCSS.

SECTION 1.7 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Party shall comply with all laws and related regulations applicable to its performance of this Agreement, and all laws and related regulations with which it agrees to comply under this Agreement (collectively and separately referred to as "Applicable Law"). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an Applicable Law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the Applicable Law, in which case the provision in the Applicable Law shall govern to the extent provided in the Applicable Law. If any federal funds are used to pay for this Agreement, each Party shall comply with federal suspension and debarment regulations, including but not limited to Executive Orders 12549 (29 C.F.R. Part 98) and 12689. Each Party shall also comply with: (A) applicable federal laws, regulations, and requirements, including but not limited to non-discrimination based on race, color, national origin, sex, disability, or age; (B) the terms and conditions of each grant (if any) that provides funding for this Agreement and all laws, regulations, and requirements applicable to such grant. Upon FCSS's request, whether during or after the Contract Term, District/Charter shall cooperate with and provide FCSS with documents and information relating to this Agreement that are necessary for FCSS to comply with applicable federal laws, regulations, and requirements. The provisions of this Section shall survive the termination of this Agreement.

ARTICLE 2 PAYMENT.

As full consideration and compensation for FCSS's performance of Services and this Agreement, District/Charter shall pay FCSS the Contract Amount in accordance with the Payment Schedule and Payment Plan listed on the Cover. If District/Charter has selected Payment Plan B for payment and FCSS does not receive a Payment by the due date for the Payment, FCSS shall have the right and District/Charter hereby authorizes FCSS, without any notice to District/Charter, to transfer the amount of the Payment from District's/Charter's account into FCSS's account.

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 Section 3.2 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 a written amendment executed by the Parties.

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

3.2.1 TERMINATION FOR CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover and an opportunity within the Notice Period to cure the material breach. Upon expiration of the Notice Period

and any extension thereof agreed to by the Parties, this Agreement shall terminate at 12:00 midnight on the last day of the Notice Period or any extension thereof agreed to by the Parties without any notice or action by either Party if the breaching Party has not cured the material breach.

- 3.2.2 **TERMINATION ON OTHER GROUNDS.** Despite any contrary provisions in this Agreement, FCSS may terminate this Agreement effective 30 days after the date of FCSS's written notice of termination or the effective termination date stated in such notice, whichever date is later, pursuant to any of the following: (A) FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for the costs of the Service Provider reduces or eliminates some or all such funds, or fails or determines not to appropriate sufficient funds to cover such costs; (B) FCSS determines not to employ the Service Provider or make them available to provide Services to District/Charter; or, (C) FCSS does not have sufficient Service Providers to provide Services to District/Charter under this Agreement.
- 3.2.3 **RIGHTS AND OBLIGATIONS UPON TERMINATION.** If FCSS terminates this Agreement on any ground pursuant to Subsection 3.2.1 or 3.2.2 or District/Charter terminates this Agreement on any ground pursuant to Section 3.2.1, District/Charter shall be obligated to pay and shall pay FCSS only for Services that FCSS performed before the effective date of termination. If District/Charter terminates this Agreement on any ground other than based on FCSS's material breach of one or more provisions of this Agreement pursuant to Subsection 3.2.1 or FCSS terminates this Agreement based on District's/Charter's material breach of one or more provisions of this Agreement, District/Charter shall remain obligated to pay for the full Contract Amount in this Agreement and shall pay FCSS each Payment as it becomes due per the Payment Schedule. The provisions of this Subsection 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 epidemics or pandemics (nationally, statewide, or locally declared), tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "Force Majeure"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse District's/Charter's payment to FCSS of any portion of the Contract Amount that is due to FCSS for Services that FCSS performed/performs.

ARTICLE 4 INSURANCE.

Each Party, at its cost and 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 District/Charter, then also covering owned autos, with a combined single limit of not less than \$1,000,000 per accident.

ARTICLE 5 INDEMNITY AND DEFENSE.

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

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 FCSS 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, District/Charter 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, District/Charter 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, District/Charter 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, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties will accept digital signatures on this Agreement and amendments thereto, but any such electronic signature must be validated by a reliable Certificate Authority, and if a Party uses a digital signature to execute any such document, the signature page thereof must be provided to the other Party in the electronic format it was signed in. 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. In the event of any uncertainty of any language in this Agreement, the Parties agree that the provisions of 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 FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, TRANSFER, AND SUBCONTRACT. Each Party is an independent contractor. This Agreement does not and shall not be construed to create an employment relationship, partnership, or joint venture between the Parties. A Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.

SECTION 7.4 NOTICES. Except as may be specifically stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail and transmitted by e-mail; and, if to FCSS, a copy of any notice and demand by email to: FCSS Legal Services at legalservices@fcoe.org. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

//

4873-5664-3478, v. 8

ISSUE:

Presented for the Board is the Overnight Trip Request for the KHS Band to attend the Concert Band/Pacific Basin Music Festival in Honolulu, Hawaii on March 23, 2025 – March 27, 2025.

ACTION:

Approve or deny the Overnight Trip Request for the KHS Band to Honolulu, Hawaii.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

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

**Kingsburg Joint Union High School District
Overnight Trip Request**

Day Departure: March 23, 2025 **Day Return:** March 27, 2025

Location/Destination: Honolulu, HI

Name Group/Activity: Concert Band/Pacific Basin Music Festival

Objectives of Trip: Perform at the festival and receive feedback from world-renown professional musicians and collaborate with other student musicians from around the world.

Estimated # Students: 50 **Amount of Class Time Loss:** 4 days

List Names: Mike Schofield
Michelle Schofield
Amie Rogers
Joel Rogers
Patrice Corbridge
Steven Corbridge
There will be more.

Number of Supervisors 8-10

(There must be 1 Supervisor for every 10 students)

Arrangements: Transportation School buses to Fresno airport and back. Flight arrangements made through World Projects Corporation.

Arrangements: Accommodations /Meals Housing at Alohilani Resort or Waikiki Resort; Meals - World Projects Corporation and students.

Total Cost Per Student: \$2,000 **Total Cost Trip:** \$100,000.00

Funds Derived from What Source: KHS Music Boosters

How are staff/volunteer cost covered? Staff land package is complimentary of World Projects. Staff airfare is paid by KHS Music Boosters. Volunteers pay their own costs.

Additional Info: We attended this same festival in March of 2014 and it was superb. It's a great educational experience and of course is a lot of fun due to the location. Students will be accompanied by a chaperone whenever they are not in the hotel or part of the festival.

Mike Schofield
Instructor Name


Signature

6/14/2024
Date

ISSUE: Presented for the Board is the Overnight Trip for the Kingsburg FFA Chapter Officer Retreat to Mariposa, CA August 6th, 204 – August 8th 2024.

ACTION: Approve or deny the Overnight Trip for the Kingsburg FFA Chapter Officer Retreat.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

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

**Kingsburg Joint Union High School District
BOARD Overnight Trip Request Form**

Day Departure: August 6th 2024 **Day Return:** August 8th 2024

Location/Destination: Mariposa CA

Name Group/Activity: Kingsburg FFA - Chapter Officer Retreat

Objectives of Trip: Team Building, leadership development, planning activities for 2024-2025 FFA Calender

Estimated # Students: 8 **Amount of Class Time** None
Loss: _____

Number of Supervisors 3 **List Names:** Brian Donovan, Allie Calvert, Amanda Ferguson
(There must be 1 Supervisor for every 10 students)

Arrangements:
Transportation Ag Department Vehicles

Arrangements:
Accommodations /Meals Rental Home

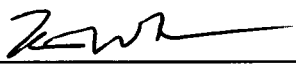
Total Cost Per Student: \$150 Estimate **Total Cost Trip:** 2000

Funds Derived from What Source: Ag Boosters are covering the accommodations and are prepared to cover the meals and supplies for students. We also have some money in our FFA Student Body Funds to help cover this leadership training.

How are staff/volunteer cost covered? Same as above

Additional Info: Rental home is 5 bedroom 2+ bathrooms accommodates 15 people

Brian Donovan
Instructor Name


Signature

6/17/2024
Date

Kingsburg FFA Officer Retreat Agenda

August 6-8, Mariposa

Tuesday August 6

8:45am Meet at Kingsburg High School and load up
9:30am Grocery Shop
10:45am Leave Walmart
11:00am Arrive Moonlight Packing, Reedley
New Fruit Variety Tasting and Packing Plant Tour
1:00pm Depart Moonlight Packing
1:30pm Grab lunch for the road, North Fresno near Riverpark
2:00pm San Joaquin Fish Hatchery Tour
3:30pm Depart Fish Hatchery
4:30pm Arrive at Rental House
Unpack and settle in
5:00pm **Session 1:** Initial Welcome - Set Retreat Expectations
Officer Expectations / Review Officer Contract
Officer Duties and Responsibilities
6:00pm Dinner and Recreation
7:00pm **Session 2:** Brainstorming a theme, Goal Setting
T-Shirt Design Discussion
8:00pm Team Building Round 1
9:00pm Get Ready for Bed
10:30pm Light's Out

Wednesday August 7

7:00-8:00 am Get up and get ready for the day
8:00 am Breakfast
8:30 am **Session 3:** Budget and Constitution Revisions
Executive Committee Break Down
10:00 am **Session 4:** Calendar of Activities
12:00 pm Break for Lunch
1:00pm **Session 4 (continued):** Calendar of Activities (Finish)
2:00 pm Team Building Round 2
3:00 pm Break
4:00 pm **Session 5:** Starting the year on the right foot
Finish Chapter Theme and Begin Event Planning
6:00 pm Dinner
7:00 pm **Session 6:** Retreat Reflection
9:00 pm Hang out/ Get ready for bed
10:30 pm Light's Out

Kingsburg FFA Officer Retreat Agenda

August 6-8, Mariposa

Thursday August 8

7:00 am	Get up and get ready for the day (Need to be packed by breakfast)
8:00 am	Breakfast
8:30 am	Last minute needs/ discussions before heading home
9:00 am	Final house clean up and depart Mariposa
10:30 am	Arrive at Rancheria Falls
12:00 pm	Depart Rancheria Falls
1:00pm	Lunch in Fresno
2:30 pm	Arrive back at Kingsburg High School

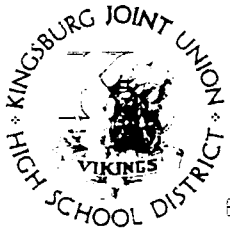
ISSUE: Presented for the Board is Resolution #R21-2324 The Education Protection Account. Revenues generated from the Section 36 of Article XIII of the California Constitution are deposited into this state account. These funds are distributed to K-12 and community colleges. Kingsburg Joint Union High School District entitlement for 2024-2025 is \$4,317,124.00. This resolution states how these funds will be used by the district which is to cover salary, benefits and supplies for non-administrative staff.

ACTION: Approve or deny Resolution #R21-2324 The Education Protection Account.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

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



Kingsburg Joint Union High School District

1900 18th Ave Kingsburg, CA 93631 (559) 897-7721 FAX (559) 419-6404

Don Shoemaker – Superintendent

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

RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT

RESOLUTION #R21-2324

COPY

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

COPY

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Kingsburg Joint Union High School District;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Kingsburg Joint Union High School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 24, 2024

Board Member

Board Member

Board Member

Board Member

Board Member

2024-2025 Education Protection Account (EPA) Spending Plan

Proposition 30, The Schools and Local Public safety Protection Act of 2012, approved by the voters on November 6, 2012, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The revenues generated from Proposition 30 are deposited into a newly created state account Called Education Protection Account (EPA). School districts, county offices of education, and charter Schools (LEA'S) will receive funds from the EPA based on their proportionate share of the statewide, revenue limit amount. A corresponding reduction is made to an LEA'S revenue EPA entitlement. LEA'S will receive EPA payments quarterly beginning with the 2013-14 fiscal year.

Proposition 30 provides that all K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

The spending plan must be approved by the governing board during a public meeting. EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs. Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

Kingsburg Joint Union High School District 2024-2025 EPA Entitlement	\$4,317,124
--	-------------

It is proposed that EPA funds will be used to cover salary, benefits and supplies for non-administrative staff.

ISSUE: Presented for the Board Resolution #R22-2324 Fund Transfer of \$100,000.00 from the General Fund to the Deferred Maintenance Fund.

ACTION: Approve or deny Resolution #R22-2324 Fund Transfer.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

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



Kingsburg Joint Union High School District

1900 18th Ave Kingsburg, CA 93631 (559) 897-7721 FAX (559) 419-6404

Don Shoemaker – Superintendent

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

COPY

RESOLUTION OF THE GOVERNING BOARD OF KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

*In the Matter of Authorizing Inter-fund)
Transfer from the General Fund to the)
Deferred Maintenance Fund)*

Resolution Number: R22-2324

WHEREAS, the KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT (District) has established Fund 1400 for the purpose of Deferred Maintenance; and,

WHEREAS, the District has a need to transfer monies from the General Fund to the Deferred Maintenance Fund for the purpose of sustaining a balance of \$100,000.00. The state no longer provides District funding for this purpose, but requires districts to maintain facilities.

THEREFORE, BE IT RESOLVED, that the Governing Board authorizes District Administration to revise the budget for and request the County Treasurer to transfer \$50,000 from the General Fund 0100 to the Deferred Maintenance Fund 1400.

THE FOREGOING RESOLUTION WAS ADOPTED upon the motion of _____, seconded by _____, at a regular meeting of the Governing Board on the 24th day of June, 2024 by the following vote:

NAME OF BOARD MEMBER

_____	___ Yes	___ No	___ Abstain	___ Absent
_____	___ Yes	___ No	___ Abstain	___ Absent
_____	___ Yes	___ No	___ Abstain	___ Absent
_____	___ Yes	___ No	___ Abstain	___ Absent
_____	___ Yes	___ No	___ Abstain	___ Absent

President, Board of Trustees

Secretary/Clerk, Board of Trustees

Mr. Mike Serpa

Print Name

Mr. Steve Nagle

Print Name

Y900

ISSUE:

Presented for the Board is Resolution #R23-2324 Fund Transfer of \$142,295.00 from the Cafeteria Fund to the General Fund

ACTION:

Approve or deny Resolution #R23-2324 Fund Transfer.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

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



Kingsburg Joint Union High School District

1900 18th Ave Kingsburg, CA 93631 (559) 897-7721 FAX (559) 419-6404

Don Shoemaker – Superintendent

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

COPY

RESOLUTION OF THE GOVERNING BOARD OF KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

*In the Matter of Authorizing Inter-fund)
Transfer from the Cafeteria Fund to the)
General Fund)*

Resolution Number: R23-2324

WHEREAS, the KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT (District) has established a Cafeteria Fund for the purpose of Food Service Operations; and,

WHEREAS, the District has a need to transfer monies from the Cafeteria Fund to the General Fund for the purpose of Food Service Salaries.

THEREFORE, BE IT RESOLVED, that the Governing Board authorize District Administration to revise the budget for and request the County Treasurer to transfer \$142,295 from the Cafeteria Fund 1300 to the District General Fund 0100.

THE FOREGOING RESOLUTION WAS ADOPTED upon the motion of _____,
seconded by _____, at a regular meeting of the Governing Board on the 24th day of
June, 2024 by the following vote:

NAME OF BOARD MEMBER

_____	___ Yes	___ No	___ Abstain	___ Absent
_____	___ Yes	___ No	___ Abstain	___ Absent
_____	___ Yes	___ No	___ Abstain	___ Absent
_____	___ Yes	___ No	___ Abstain	___ Absent
_____	___ Yes	___ No	___ Abstain	___ Absent

President, Board of Trustees

Secretary/Clerk, Board of Trustees

Mr. Mike Serpa

Print Name

Mr. Steve Nagle

Print Name

COPY

ISSUE: Presented to the Board LCAP Every Student Succeeds Act Federal Addendum.

For full documentation please visit:
Kingsburghigh.com > Board > Current Board Agenda Documents

ACTION: Approve or deny the LCAP Every Student Succeeds Act Federal Addendum

RECOMMENDATION: Recommended approval.

FOR BOARD ACTION:

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

ISSUE:

Presented to the Board is the 2024-2025 Local Control Accountability Plan (LCAP).

For full documentation to go to:

Kingburghigh.com > Board > Current Board Agenda Documents

ACTION:

Approve or deny the 2024-2025 Local Control Accountability Plan (LCAP).

RECOMMENDATION:

Recommended approval.

FOR BOARD ACTION:

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

ISSUE:

Presented for the Board is the 2024-2025 Budget.

For full documentation to go to:

Kingburghigh.com > Board > Current Board Agenda Documents

ACTION:

Approve or deny the 2024-2025 Budget.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

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

ISSUE: Presented to the board for employment is Ryan Phelan as the Superintendent of Kingsburg Joint Union High School District as of August 1, 2024.

ACTION: Approve or deny the employment of Ryan Phelan as the Superintendent of the Kingsburg Joint Union High School District as of August 1, 2024.

RECOMMENDATION: Recommend approval.

FOR BOARD ACTION:

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

ISSUE: Presented to the Board for employment is Riley Bautista as a timesheet IT Summer Worker, pre-approved on June 13, 2024, with a start date of June 17, 2024.

ACTION: Approve or deny the continued employment of Riley Bautista as a timesheet IT Summer Worker.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

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

ISSUE:

Presented to the Board for employment is Kristine Johnston as a new SARB Coordinator for Kingsburg Joint Union High School District for the 2024-2025 school year.

ACTION:

Approve or deny the employment of Kristine Johnston as a new SARB Coordinator for the Kingsburg Joint Union High School District.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

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

- Communicate with families and attend court cases related to SARB; develop and prepare SARB reports; coordinate membership of SARB Board with representatives from various agencies.
- Prepare and attend court hearings to present cases; coordinate the collection of information and preparation of required documents for use in SARB hearings.
- Compile information and prepare and maintain a variety of mandated and requested records and reports related to student attendance, SARB activities and assigned duties; maintain records of parent-guardian/student contacts and follow-up memorandums to determine the degrees of improvement in student attendance; establish and maintain filing systems.
- Monitor closely information given that might indicate that a student lives outside of district, follow through with district office.
- Drive a district vehicle to conduct work.
- Attend and participate in a variety of meetings and conferences.
- Maintain current knowledge of State attendance rules and regulations.
- Perform other duties as directed by the school or district administration.

QUALIFICATIONS

Education and Experience:

- Any combination equivalent to: graduation from high school and three years of experience in an educational setting.
- Some experience working at a community-based agency or experience working with at-risk students.

Licenses and other Requirements:

- Valid California Class C driver's license.
- Must provide DMV printout within five work days of offer of employment.

Bilingual: Preferred

ABILITIES:

Physical Abilities: Requires ambulatory ability to move to different offices and locations. Requires speech and auditory abilities to carry on conversations in large audiences, personal setting and over the telephone.

Abilities:

- Establish and maintain effective interpersonal relationships with staff, students, parents and public.
- Research attendance laws and adjust as laws change
- Communicate and work effectively with multi-ethnic communities.
- Organize, prepare, and make oral presentations.
- Meet schedules and timelines.
- Speak and write effectively.

ISSUE: Presented to the Board for full-time employment is Darcie Barsoom as the Piano Accompanist/Music Assistant for the Kingsburg Joint Union High School District for the 2024-2025 school year.

ACTION: Approve or deny the employment of Darcie Barsoom as the full-time Piano Accompanist/Music Assistant.

RECOMMENDATION: Recommend approval.

FOR BOARD ACTION:

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

ISSUE:

Presented to the Board are additional Kingsburg High School Fall Coaches for the 2024-2025 school year:

Sydney Brock	Assistant Girls JV Water Polo Coach
Garrett Marshall	Assistant Cross Country Coach
Justin Wood	Head JV Boys Water Polo

ACTION:

Approve or deny the additional Kingsburg High School Fall Coaches for the 2024-2025 school year.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

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