# AGENDA KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES

Board Room

1900 18th Avenue Kingsburg, CA 93631 November 13, 2017

4:00 p.m.

1.	CALL TO ORDER		
2.	SALUTE TO THE FLAG		
3.	ROLL CALL AND ESTAB	LISHMENT OF A QUORUM	
	Member's Present		
			_ :
	Members Absent		
4.	OTHERS PRESENT		
5.	APPROVAL OF AGENDA		
	Motion	Second	Vote
6.	PUBLIC COMMENT		

Public Comment

The Public Comment portion of the agenda provides an opportunity for the public to address the Governing Board on items within the Board's jurisdiction and which are not already on the agenda. The 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. Speakers should limit their comments to three (3) minutes. Twenty (20) minutes per issue will be allowed. Any person who wishes to speak during this time should rise and be recognized by the President. Speakers should state their name and the subject of their remarks. These time limits may be extended by action of the Board as necessary.

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

#### 7. APPROVAL OF MINUTES

- 7.1 Special Meeting October 9, 2017
- 7.2 Regular Meeting October 9, 2017
- 7.3 Special Meeting October 25, 2017

8.	REPORTS
	<ul> <li>8.1 Student Representative Report</li> <li>8.2 Math Department Presentation</li> <li>8.3 Superintendent Report</li> <li>8.4 Principal Report</li> <li>8.5 Director Kingsburg Alternative Education Center</li> </ul>
9.	ACTION  9.1 Accounts Payable for October 2017
10.	DISCUSSION
	10.1 LCAP 10.2 Board Policy - First Reading
11.	WRITTEN INFORMATION
	11.1 Student Body Fund Report for September & October 201715111.2 Suspension Report for October 201715711.3 Cash Balance/All Funds – As of October 31, 2017158
12.	<b>CLOSED SESSION</b> — <b>Notice to Public</b> (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; 54957.6; 54957.8 and Education Codes: 48900; 49070.)
	Government Code Section 54957: Public Employee Performance Evaluation: VROP Discussion
	Government Code Section 54956.9 (d)(2) Conference with Legal Counsel – Anticipated Litigation Significant Exposure: One (1) case
	12.1 Additional Football Coaches 2017-18
	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
Nagle	e: Thomsen: Jackson: Lunde: 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 18<sup>th</sup> Avenue, Kingsburg, California, October 9, 2017.

#### **CALL TO ORDER**

The meeting was called to order at 2:32 p.m. by Mr. Mike Serpa, President.

#### **MEMBERS PRESENT**

Mr. Mike Serpa

Mr. Brent Lunde

Mr. Rick Jackson

Mr. Steve Nagle

#### MEMBERS ABSENT

Mr. Johnie Thomsen

#### OTHERS PRESENT

Mr. Don Shoemaker, Superintendent

Mrs. Cindy Schreiner, Director of Student Services

Mr. Ivan Nunez, Assistant Principal

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

#### APPROVAL OF AGENDA (M078-1718)

Mr. Jackson 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**

#### CONSIDERATION OF DISCIPLINE KHS-02-1718 (M079-1718)

Mr. Nagle moved to expel student KHS-02-1718 for the remainder of the first semester and second semester of 2017-18. The expulsion will be placed in abeyance at Kingsburg High School. Mr. Jackson seconded the motion.

The motion carried by roll call vote, 4 ayes; 0 noes.

#### **CLOSED SESSION**

From 2:38 p.m. to 3:28 p.m.

#### ADJOURNMENT (M080-1718)

Mr. Lunde moved to adjourn the meeting at 3:29 p.m.

Mr. Jackson seconded the motion.

The motion carried: 4 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: Absent Mr. Jackson: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Minutes of the special meeting deletions or changes:	nutes of the special meeting of October 9, 2017 are approved except for the following omissions, eletions or changes:								
FOR BOARD ACTION:									
	Seconded by: of October 9, 2017 are approved by a								
	Mike Serpa President o								
	Brent Lunde Clerk of the								

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

#### PLACE AND DATE

Kingsburg High School District Office, Kingsburg High School, 1900 18<sup>th</sup> Avenue, Kingsburg, California, October 9, 2017.

#### 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. Brent Lunde, Clerk

Mr. Rick Jackson, Member

Mr. Johnie Thomsen, Member

Mr. Steve Nagle, Member

#### MEMBERS ABSENT

None

#### OTHERS PRESENT

Mr. Don Shoemaker, Superintendent

Ms. Andrea Salvador, Interim Business Manager

Mr. Ryan Phelan, Principal

Mr. Ryan Walterman, Director Kingsburg Alternative Education Center (KAEC)

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 (M081-1718)

Mr. Jackson moved to approve the agenda as presented.

Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

#### **PUBLIC COMMENTS**

None

#### APPROVAL OF MINUTES

#### REGULAR MEETING - SEPTEMBER 11, 2017 (M082-1718)

Mr. Nagle moved to approve the minutes of the special meeting of September 11, 2017 as presented in 7.1 of the supporting documents.

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

#### SUPERINTENDENT REPORT

- During my first week on the job, the staff has been fantastic, along with the support from my administrative co-workers at the school and district offices.
- Traver Elementary School District visit was a great experience. Superintendent/Principal, Steve Ramirez, demonstrates an excellent example of successful relationships between students and administration.
- Personally visited 36 classes this week, observed exciting student collaboration with 100% participation in lessons presented. Very pleased to also observe technology use within the structure of lessons and the classroom environment.

#### PRINCIPAL REPORT

- Results from the California Assessment of Student Performance and Progress (CAASPP) for 2017 were very positive. ELA% Met /Exceed – KJUHSD Ranked 8<sup>th</sup>. Math % Met/Exceed – KJUHSD Ranked 5<sup>th</sup> against other Fresno County Schools.
- Principal and Assistant Principals are in the evaluation process for all staff members.
- Athletics standings reviewed.
- Big Fresno Fair KJUHSD has many students involved, from Ag to Art. Many Art students were announced as winning awards for their works.
- Curriculum Council meeting and discussing two new classes on campus in the coming years.
- School Site Council Teachers, Joelle Bruce and Dina Siebenaler along with administration and parents are setting strong goals on continually making KHS a better place.

#### DIRECTOR KINGSBURG ALTERNATIVE EDUCATION CENTER

- Recently had a school site visit from a neighboring district, Kings Canyon Unified School District. They wanted to see KAEC in more detail, including the online curriculum in use. Always a positive when another district wants to visit the school.
- At OASIS started "Credit Tracker" a visual football field in the main office. Students can see where they stand academically for themselves and against their peers. It is being very well received and is a great tool for potential motivation.
- Thanked Mr. Shoemaker for his visit this last week to KAEC, meeting the staff and seeing what KAEC is about.
- Quarterly BBQ October 20<sup>th</sup> from 12:00pm 1:00pm
- October 20<sup>th</sup> Reedley College will be on campus for a student's application lab.
- Starting a Quarterly Newsletter to the parents to promote further communication and interaction with the student families.

#### STUDENT REPRESENTATIVE REPORT

- Homecoming week and game was a great success. Thanked the board members for judging the floats at the homecoming game.
- During the week, lots of participation from the student body.
- November 3<sup>rd</sup> Having a rally on down town Draper St. before the Selma game.
- November 9<sup>th</sup> Rally Schedule for Veterans Day Celebration

#### HISTORY/SOCIAL STUDIES PRESENTATION

- Presenters: Dina Siebenaler, Department Chair and Amanda Hodges, History Teacher
- New and Ongoing in Social Studies: Adopted New Textbooks; Department wide writing standards; Technology use with learning strategies; Career Path Programs; Community Outreach; Scholarships Available.
- Use of Integrative Student Notebook, Teacher Websites and Student Portfolios
- Junior Achievement Entrepreneurial Academy Partnership with PG& E

- KHS Mock Trial Program
- LegiSchool Project School Wide Grant Hands on government simulations- over 300 students have participated at KHS.

#### **BOARD ACTION**

#### **BILLS PAID SEPTEMBER 2017** (M083-1718)

Mr. Jackson moved to approve the bills paid for September 2017 as presented in 9.1 of the supporting documents.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

#### INTERDISTRICT TRANSFERS

9.2 Moved to Closed Session

#### **AUTHORIZED SIGNATURE PERMIT (M084-1718)**

Mr. Nagle moved to approve the Authorized Signature Permit as presented in 9.3 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

#### AR 3514.2 INTEGRATED PEST MANAGEMENT (M085-1718)

Mr. Lunde moved to approve AR 3514.2 Integrated Pest Management as presented in 9.4 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

#### MUSIC DEPARTMENT OVERNIGHT TRIP - DISNEYLAND (M086-1718)

Mr. Nagle moved to approve the Music Department Disneyland Overnight Trip for December 2-3 or 3-4, 2017 as presented in 9.5 of the supporting documents.

Mr. Jackson seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Nagle: Aye Mr. Thomsen: Aye Mr. Jackson: Aye Mr. Lunde: No Mr. Serpa: Aye

#### AGRICULTURE DEPARTMENT OVERNIGHT TRIP - ST. HELENA VINE PRUNING (M087-1718)

Mr. Thomsen moved to approve the Agriculture Department Overnight Trip to St. Helena Vine Pruning In-Service and Contest, January 5-6, 2018 as presented in 9.6 of the supporting documents. Mr. Jackson seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Nagle: Aye Mr. Thomsen: Aye Mr. Jackson: Aye Mr. Lunde: No Mr. Serpa: Aye

## AGRICULTURE DEPARTMENT OVERNIGHT TRIP – BUTTE COLLEGE ARC EXPOSURE WORKSHOP (M088-1718)

Mr. Nagle moved to approve the Agriculture Department Overnight Trip to Butte College Arc Exposure Workshop January 15-17, 2018 or January 17-19, 2018 in Orville CA as presented in 9.7 of the supporting documents.

Mr. Jackson seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Nagle: Aye Mr. Thomsen: Aye Mr. Jackson: Aye Mr. Lunde: No Mr. Serpa: Aye

## AGRICULTURE DEPARTMENT OVERNIGHT TRIP - MADE FOR EXCELLENCE AND ADVANCE LEADERSHIP ACADEMY (M089-1718)

Mr. Jackson moved to approve the Agriculture Department Overnight Trip to Made for Excellence and Advance Leadership Academy in Visalia, CA, February 16-17 or 18-19, 2018 as presented in 9.8 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Nagle: Aye Mr. Thomsen: Aye Mr. Jackson: Aye Mr. Lunde: No Mr. Serpa: Aye

## <u>AGRICULTURE DEPARTMENT OVERNIGHT TRIP – SACRAMENTO LEADERSHIP EXPERIENCE</u> (9.9 Tabled)

#### AGRICULTURE DEPARTMENT OVERNIGHT TRIP - UC DAVIS FFA FIELD DAY (M090-1718)

Mr. Thomsen moved to approve the Agriculture Department Overnight Trip to UC Davis FFA Field Day, March 2-3, 2018 as presented in 9.10 of the supporting document.

Mr. Jackson seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Nagle: Aye Mr. Thomsen: Aye Mr. Jackson: Aye Mr. Lunde: No Mr. Serpa: Aye

4

#### AGRICULTURE DEPARTMENT OVERNIGHT TRIP - CSU CHICO FFA FIELD DAY (M091-1718)

Mr. Nagle moved to approve the Agriculture Department Overnight Trip to CSU Chico FFA Field Day March 9-10, 2018 as presented in 9.11 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Nagle: Aye Mr. Thomsen: Aye Mr. Jackson: Aye Mr. Lunde: No Mr. Serpa: Aye

## <u>AGRICULTURE DEPARTMENT OVERNIGHT – CALIFORNIA FFA STATE OFFICER TRAINING</u> (M092-1718)

Mr. Jackson moved to approve the Agriculture Department Overnight Trip to California FFA State Officer Training at Chico State University, April 5-9, 2018 as presented in 9.12 of the supporting document. Mr. Nagle seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Nagle: Aye Mr. Thomsen: Aye Mr. Jackson: Aye Mr. Lunde: No Mr. Serpa: Aye

## AGRICULTURE DEPARTMENT OVERNIGHT TRIP – STATE FFA LEADERSHIP CONFERENCE (M093-1718)

Mr. Thomsen moved to approve the Agriculture Department Overnight Trip to the State FFA Leadership Conference in Anaheim, CA, April 22-25, 2018 as presented in 9.13 of the supporting document. Mr. Jackson seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Nagle: Aye Mr. Thomsen: Aye Mr. Jackson: Aye Mr. Lunde: No Mr. Serpa: Aye

## AGRICULTURE DEPARTMENT OVERNIGHT TRIP - STATE FFA FINALS CAREER DEVELOPMENT EVENT COMPETITIONS (M094-1718)

Mr. Nagle moved to approve the Agriculture Department Overnight Trip to State FFA Finals Career Development Event Competitions at Cal Poly, San Luis Obispo, May 40-5, 2018 as presented in 9.14 of the supporting document.

Mr. Jackson seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Nagle: Aye Mr. Thomsen: Aye Mr. Jackson: Aye Mr. Lunde: No Mr. Serpa: Aye

#### **AVID TUTOR – 2017-18**

9.15 Tabled

#### BAND/MUSIC DEPARTMENT VOLUNTEER - 2017-18

9.16 Tabled

#### **MUSIC DEPARTMENT VOLUNTEER LIST – 2017-18**

9.17 Moved to Closed Session

## RESOLUTION #R13-1718 FUND TRANSFER – STATE SCHOOL BUILDING LEASE PURCHASE FUND TO GENERAL FUND (M095-1718)

Mr. Jackson moved to approve Resolution #R13-1718 Fund Transfer of \$8,846.43 from the State School Building Lease Purchase Fund to the General Fund as presented in 9.18 of the supporting documents. Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

## PROPOSAL FRONTLINE EDUCATION - ABSENCE & SUBSTITUTE MANAGEMENT SYSTEM

(M096-1718)

Mr. Jackson moved to approve the Proposal from Frontline Education – Absence and Substitute Management System with as presented in 9.19 of the supporting documents.

Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

#### CONTRACT SCHOOL WORKS, INC AND KJUHSD - DEVELOPER FEE STUDY (M097-1718)

Mr. Nagle moved to approve the contract between School Works, Inc. and Kingsburg Joint Union High School District to perform a Developer Fee Study as presented in 9.20 of the supporting documents. Mr. Jackson seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Nagle: Aye Mr. Thomsen: Aye Mr. Jackson: Aye Mr. Lunde: No Mr. Serpa: Aye

## RESOLUTION #R14-1718 MATTER OF CLOSING FUND – STATE SCHOOL BUILDING LEASE-PURCHASE FUND (M098-1718)

Mr. Jackson moved to approve the Matter of Closing Fund titled State School Building Lease-Purchase Fund as presented in 9.21 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

#### DISCUSSION

None

#### WRITTEN INFORMATION

#### STUDENT BODY FUNDS REPORT

The Board noted the ASB Fund Reports for August 2017 as presented in 11.1 of the supporting documents.

#### SUSPENSION REPORT - SEPTEMBER 2017

The Board noted the suspension report for Kingsburg High School and Oasis High School for September 2017 as presented in 11.2 of the supporting document.

## 2017-18 LOCAL CONTROL ACCOUNTABILITY PLAN AND ADOPTED BUDGET – LETTER APPROVAL

The Board noted the official letter of approval from Superintendent of Schools, Jim A. Yovino regarding the Kingsburg Joint Union High School District 2017-18 Local Control Accountability Plan (LCAP).

#### KJUHSD CASH BALANCE/ALL FUNDS - SEPTEMBER 29, 2017

The Board noted the Kingsburg Joint Union High School District Cash Balance/All Funds as of September 29, 2017.

#### **CLOSED SESSION**

#### **INTERDISTRICT TRANSFERS (M099-1718)**

9.2

#### MUSIC DEPARTMENT VOLUNTEER LIST 2017-18 (M100-1718

9.17

#### KHS WINTER COACHES 2017-18

(12.1 Tabled)

The Board met in closed session from 5:00 p.m. to 6:09 p.m.

#### ITEMS REPORTED OUT OF CLOSED SESSION

#### **INTERDISTRICT TRANSFERS (M099-1718)**

Mr. Nagle moved to approve or deny the Interdistrict Permits for the 2017-18 school year as recommended by the Superintendent in 9.2 of the supporting documents Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

7 10-09-17

#### MUSIC DEPARTMENT VOLUNTEERS 2017-18 (M100-1718)

Mr. Nagle moved to approve the Music Department Volunteers/Chaperones for the 2017-18 school year as presented in 9.17 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

#### ADJOURNMENT (M101-1718)

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

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

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

Minutes of the regular meeting of October 9 <sup>th</sup> , 2017 are approved except for the following omissions, deletions or changes:								
FOR BOARD								
Motion_		Second		Vote				
Nagle:	Thomsen:	Jackson:	Lunde:	Serpa:				
Minutes of the	e regular meeting of C		oproved by action o Mike Serpa President of the Boa					
			Brent Lunde Clerk of the Board					

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

#### PLACE AND DATE

Board Room, Kingsburg High School, 1900 18<sup>th</sup> Avenue, Kingsburg, California, October 25, 2017.

#### **CALL TO ORDER**

The meeting was called to order at 3:00 p.m. by Mr. Mike Serpa, President.

#### MEMBERS PRESENT

Mr. Mike Serpa

Mr. Brent Lunde (Left 3:53 p.m.)

Mr. Rick Jackson

Mr. Johnie Thomsen

Mr. Steve Nagle

#### **MEMBERS ABSENT**

None

#### OTHERS PRESENT

Mr. Don Shoemaker, Superintendent

Mr. Ryan Phelan, Principal

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

#### APPROVAL OF AGENDA (M102-1718)

Mr. Thomsen moved to approve the agenda as presented.

Mr. Jackson seconded the motion.

The motion carried unanimously; 5 ayes, 0 noes

#### **CLOSED SESSION**

#### CONSIDERATION OF DISCIPLINE KHS-01-1718 (M103-1718)

Mr. Lunde moved to fully expel student KHS-01-1718 for the remainder of the first semester and second semester of 2017-18.

Mr. Jackson seconded the motion.

The motion carried by roll call vote, 5 ayes; 0 noes.

From 3:06 p.m. to 3:52 p.m. (Expulsion Hearing)

#### WINTER COACHES 2017-18 (M104-1718)

6.2

#### AVID TUTOR – ADRIANA RAMIREZ (M105-1718) (Moved to closed)

9.1

#### MUSIC/BAND VOLUNTEER -MARK HAMMONS (M106-1718) (Moved to closed)

92

From 3:56 p.m. to 4:20 p.m. (Items 6.2; 9.1; 9.2)

#### ITEMS REPORTED OUT OF CLOSED SESSION

#### **WINTER COACHES 2017-18** (M104-1718)

Mr. Nagle moved to approve the Winter Coaches for the 2017-18 school year as presented in 6.2 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 4 ayes; 0 noes;

Mr. Nagle: Aye Mr. Thomsen: Aye Mr. Jackson: Aye

Mr. Lunde: (Left 3:53 p.m.)

Mr. Serpa: Aye

#### AVID TUTOR – ADRIANA RAMIREZ (M105-1718)

Mr. Nagle moved to approve Adriana Ramirez as an AVID Tutor for the 2017-18 school year as presented in 9.1 of the supporting document.

Mr. Jackson seconded the motion.

The motion carried: 4 ayes; 0 noes;

Mr. Nagle: Aye Mr. Thomsen: Aye Mr. Jackson: Aye

Mr. Lunde: (Left 3:53 p.m.)

Mr. Serpa: Aye

#### MUSIC/BAND VOLUNTEER -MARK HAMMONS (M106-1718)

Mr. Jackson moved to approve Mark Hammons as volunteer for the Music Department for the 2017-18 school year as presented in 9.2 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 4 ayes; 0 noes;

Mr. Nagle: Aye Mr. Thomsen: Aye Mr. Jackson: Aye

Mr. Lunde: (Left 3:53 p.m.)

Mr. Serpa: Aye

#### **OPEN SESSION**

#### PUBLIC COMMENT

- Nichole Jensen addressed the board over concern of her 18-year-old graduate daughter, Haley, not being put on the agenda for the October 9<sup>th</sup> board meeting. Haley wanted to be a volunteer frosh volleyball coach. The Board realized that some of the procedures and communication need improvement in the future.
- It is not the first choice of the Board to approve a student who is one or two years out of high school. The Board apologized for the miscommunication and will revisit the procedure to improve communication in the future.

From 4:20 p.m. to 4:42

#### DISCUSSION

None

#### ADJOURNMENT (M107-1718)

Mr. Thomsen moved to adjourn the meeting at 4:44 p.m.

Mr. Jackson seconded the motion.

The motion carried: 4 ayes; 0 noes;

Mr. Nagle: Aye Mr. Thomsen: Aye Mr. Jackson: Aye

Mr. Lunde: (Left 3:53 p.m.)

Mr. Serpa: Aye

Minutes of the special meeting deletions or changes:	of October 25, 2017 are approved exc	ept for the following omissions,
FOR BOARD ACTION:		
Moved by:	Seconded by:	Vote;
Minutes of the special meeting	of October 25, 2017 are approved by	action of the board.
	Mike Serpa President of	the Board
	Brent Lunde Clerk of the	

ACTION:  Presentation of Accounts Payable for the month of October 2017.  Presentation of Accounts Payable for the month of October 2017.  RECOMMENDATION:  Recommend approval,  FOR BOARD ACTION:  Motion Second Vote	Nagle:Thomsen:	Jackson:Lund	e: Serpa:
ACTION:  Presentation of Accounts Payable for the month of October 2017.  RECOMMENDATION:  Recommend approval.	Motion		
ACTION;  Presentation of Accounts Payable for the month of October 2017.	FOR BOARD ACTION:		
ACTION;  Presentation of Accounts Payable for the month of October 2017.			
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ACTION:  Presentation of Accounts Payable for the month of October 2017.	RECOMMENDATION:	Recommend approval.	
ACTION:  Presentation of Accounts Payable for the month of October 2017.			
ACTION:  Presentation of Accounts Payable for the month of October 2017.			
ACTION:  Presentation of Accounts Payable for the month of October 2017.			
2017,		October 2017:	ns r ayadic for the month of
	ACTION		ata Daughla for the month of
		2017,	
9,1	ISSUE)		

## KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT ACCOUNTS PAYABLE BOARD REPORT Issue Date: 10/01/2017 thru 10/31/2017

Regular Meeting November 13, 2017

0	1	00	-G	er	ier	al	F	und	

Vendor	Warrant #	Reference	Description	FuReY-GlFnObSiDp	Amount
12-ACSA	512053710	PO-180008	ANNUAL DUES	0100-00000-0-0000-7150-530000-000-9978	489_00
				Warrant Total:	489.00
				Vendor Total:	489.00
1434-ALLIED ELECTRIC	512057876	PO-180333	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0000	51,33
1434-ALLIED LELCTING	<b>3120</b>			Warrant Total:	51.33
	512061225	PO-180326	REPAIRS-PUMP	0100-81500-0-0000-8100-560019-000-0000	536.67
				Warrant Total:	536.67
				Vendor Total:	588.00
1253-AMAZON.COM LLC	512057877	PO-180242	SUPPLIES-OFFICE	0100-00000-0-0000-2700-430000-001-0000	124.92
1253-AMAZON COM LLC	312037077		SUPPLIES-OFFICE	0100-00000-0-0000-2700-430000-001-0000	166.73
		PO-180293		0100-63870-6-3800-1000-430000-001-3013	1,013.00
		PO-180293		0100-63870-7-3800-1000-430000-001-3013	379.24
			SUPPLIES-DIST	0100-00000-0-0000-7300-430000-000-0000	37.15
		PO-180272	SUPPLIES-TECHNOLOGY	0100-00000-0-1110-1000-430000-001-0000	358.23
			•	Warrant Total:	2,079.27
				Vendor Total:	2,079.27
904-AMERICAN INCORPORATED	512056824	PO-180306	REPAIRS-HVAC	0100-81500-0-0000-8100-560019-000-0000	461.25
304-AMERICAN INCOM GNATES				Warrant Total:	461.25
				Vendor Total:	461.25
2203-AMS.NET INC.	512056825	PO-180256	RUCKUS RENEWAL	0100-00000-0-1110-2420-580000-001-3109	1,567.50
ZZOS AWS.NET INC.				Warrant Total:	1,567.50
				Vendor Total:	1,567.50
583-AT&T	512060494	PO-180104	PHONES/INTERNET	0100-00000-0-1110-1000-590008-001-0000	396.85
363-A1Q1	312000131	PO-180104		0100-14000-0-1110-1000-590008-001-0000	160.65
				Warrant Total:	557.50
				Vendor Total:	557.50
C1 ALITOMATED OFFICE SYSTEMS	512053711	PO-180052	COPIER MAINT-I.S.	0100-00000-0-3300-8100-560007-002-0000	86.00
61-AUTOMATED OFFICE SYSTEMS	312033722		COPIER MAINT-AG	0100-70100-0-3800-1000-560007-001-0000	78.04
			COPIER MAINT-AG	0100-35500-0-3800-1000-560007-001-0000	78.05
				Warrant Total:	242.09
				Vendor Total:	242.09
1366-AVILA, FERNANDO	512056827	PO-180305	CPR TRAINING	0100-00000-0-1110-1000-580000-001-0000	29,95
2500 MVIDA, I ERRANDO				Warrant Total:	29.95
				Vendor Total:	29.95

## KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

#### ACCOUNTS PAYABLE BOARD REPORT

Vendor	Warrant #	Reference	Description	FuReY-GlFnObSiDp	Amount
66-BANNER PEST CONTROL	512056828	PO-180308	EXTERMINATE ANTS	0100-81500-0-0000-8100-550006-000-0000	75.00
				Warrant Total	75.00
				Vendor Total;	75.00
2242-BELKORP AG LLC	512056829	PO-180312	REPAIRS-MAINT	0100-81500-0-0000-8100-560019-000-0000	983.24
2242 BELION AGEE	3,2030023	10 100312		Warrant Total:	983.24
				Vendor Total:	983.24
2234-BROWN, TODD	512056830	PO-180332	MILEAGE-COACH CLINIC	0100-14000-0-1135-4200-520000-001-0000	255.20
2234-BROWN, 1000	312030030	10-100332	WILLIAGE CONCIL CLIVIC	Warrant Total:	255.20
				Vendor Total:	255.20
501-BUSINESS CARD	512061226	PO-180329	SUPPLIES-DISTRICT	0100-00000-0-0000-7150-430000-000-0000	26.82
301 303111233 071110	3,2002220		BUSINESS LUNCHEON	0100-00000-0-0000-7150-520000-000-0000	50.57
		CM-180004	SYPMPOSIUM CREDIT	0100-00000-0-0000-7150-520000-000-0000	(199.00)
		PO-180302	SUPERINTENDENT SYMP.	0100-00000-0-0000-7150-520000-000-0000	916.00
		PO-180364	FUEL	0100-00000-0-0000-7150-520000-000-0000	35.54
		PV-180007	ANNUAL FEE	0100-00000-0-0000-7150-580000-000-0000	25.00
				Warrant Total:	884.93
				Vendor Total:	884.93
107-BUSWEST-FRESNO	512056831	PO-180307	REPAIRS-TRANS.	0100-00000-0-1110-3600-560005-001-0000	41.81
				Warrant Total:	41.81
	512057879	PO-180342	SUPPLIES-TRANS.	0100-00000-0-1110-3600-430024-001-0000	80.53
				Warrant Total:	80.53
				Vendor Total:	122.34
121-CAROLINA BIOLOGICAL SUPPLY CO.	512060495	PO-180060	SUPPLIES-SCIENCE	0100-63000-0-1110-1000-430000-001-0000	144_69
				Warrant Total:	144.69
				Vendor Total:	144.69
130-CDW GOVERNMENT INC.	512060496	PO-180294	SUPPLIES-CTE/ENGLISH	0100-63870-6-3800-1000-430000-001-0000	650.62
				Warrant Total:	650.62
				Vendor Total:	650.62
149-CITY OF KINGSBURG	512053712	PO-180009	POLICE SERVICES	0100-14000-0-1135-4200-580029-001-0000	40.38
		PO-180009	POLICE SERVICES	0100-14000-0-1135-4200-580029-001-0000	412.02
		PO-180009	POLICE SERVICES	0100-14000-0-1135-4200-580029-001-0000	127.83
		PO-180009	POLICE SERVICES	0100-14000-0-1135-4200-580029-001-0000	331.08
				Warrant Total:	911.31

# KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT ACCOUNTS PAYABLE BOARD REPORT

Vendor	Warrant #	Reference	Description	FuReY-GlFnObSiDp	Amount
150-CITY OF KINGSBURG	512056832	PO-180010	UTILITIES-OAISIS	0100-00000-0-3200-8100-550009-002-0000	333,33
		PO-180010	UTILITIES-I.S.	0100-00000-0-3300-8100-550009-002-0000	333.33
		PO-180010	UTILITIES-KHS	0100-00000-0-0000-8200-550009-000-0000	7,735.30
				Warrant Total:	8,401.96
				Vendor Total:	9,313.27
2107-COMCAST CORPORATION	512056833	PO-180011	INTERNET SERVICE	0100-14000-0-1110-1000-590008-001-0000	545,29
				Warrant Total:	545.29
				Vendor Total:	545.29
166-COMPREHENSIVE YOUTH SERVICES	512056834	PO-180331	STUDENT ASSISTANCE	0100-11000-0-1110-1000-580000-001-3103	5,436.16
				Warrant Total:	5,436.16
				Vendor Total:	5,436.16
1037-DBA: DANNY'S DIESEL REPAIR	512060497	PO-180356	REPAIRS-BUS 4	0100-00000-0-1110-3600-560005-001-0000	977.04
				Warrant Total:	977.04
				Vendor Total:	977.04
1328-DBA: FRESNO EQUIPMENT COMPANY	512057880	PO-180341	REPAIRS-GATOR	0100-81500-0-0000-8100-560019-000-0000	216.81
				Warrant Total:	216.81
				Vendor Total:	216.81
1790-DBA: GOLDEN STATE MECHANICAL	512057881	PO-180344	REPAIRS-ICE MACHINE	0100-81500-0-0000-8100-560019-000-0000	603-13
				Warrant Total:	603.13
				Vendor Total:	603.13
2096-DBA: PROACTIVE K-9's	512056835	PO-180019	CANINE DETECTION	0100-00000-0-1110-1000-580000-001-3107	250.00
				Warrant Total:	250.00
				Vendor Total:	250.00
2167-DBA: SEBASTIAN	512053713	PO-180056	SECURITY MONITORING	0100-81500-0-0000-8100-560001-000-0000	29.95
				Warrant Total:	29.95
				Vendor Total:	29.95
2057-DBA: TEAMTALK NETWORK	512061229	PO-180021	DISPATCH RADIOS	0100-00000-0-1110-3600-590003-001-0000	199.92
				Warrant Total:	199.92
				Vendor Total:	199.92
1715-DBA: U.S. BANK EQUIPMENT	512053715	PQ-180023	COPIER LEASE-KHS	0100-14000-0-1110-1000-560008-001-0000	917.77
·		PO-180023	COPIER LEASE-LIB	0100-00000-0-1110-2420-560008-001-0000	191,66
		PO-180023	COPIER LEASE-OASIS	0100-00000-0-3200-8100-560008-002-0000	208.33
		PO-180023	COPIER LEASE-DIST	0100-00000-0-0000-7150-560008-000-0000	208.33
				Warrant Total:	1,526.09
				Vendor Total:	1,526.09

## KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT ACCOUNTS PAYABLE BOARD REPORT Issue Date: 10/01/2017 thru 10/31/2017

Regular Meeting November 13, 2017

Vendor	Warrant #	Reference	Description	FuReY-GlFnObSiDp	Amount
1415-DBA: ZEE MEDICAL SERVICE CO.	512060498	PO-180058	FIRST AID RE-STOCK	0100-81500-0-0000-8100-430018-000-0000	142,42
				Warrant Total	142.42
				Vendor Total	142.42
2237-DBA:SIERRA PACKAGING SOLUTIONS	512060499		SUPPLIES-OPERATIONS	0100-00000-0-0000-8200-430006-000-0000	102,58
		PO-180347	SUPPLIES-OPERATIONS	0100-00000-0-0000-8200-430006-000-0000	122.72
		PO-180347	SUPPLIES-OPERATIONS	0100-00000-0-0000-8200-430006-000-0000	262,42
				Warrant Total:	487.72
				Vendor Total:	487.72
2220-ELECTRIC MOTOR SHOP & SUPPLY	512056836	PO-180309	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0000	19.25
				Warrant Total:	19.25
	512057882	PO-180343	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0000	286,41
				Warrant Total:	286.41
				Vendor Total:	305.66
2041-ENFINITY CENTRALVAL7 KIUHSD	512056837	PO-180335	SOLAR	0100-11000-0-0000-8200-550001-000-0005	11,303.83
				Warrant Total:	11,303.83
				Vendor Total:	11,303.83
1261-ENNS, MIKE	512053716	PO-180013	COMPUTER SERVICE	0100-00000-0-1110-2420-580000-001-0037	3,910.00
IZOI-LIVING, WIINL	3			Warrant Total:	3,910.00
				Vendor Total:	3,910.00
274-EWING IRRIGATION PRODUCTS INC.	512057883	PO-180339	REPAIRS-SPRINKLERS	0100-81500-0-0000-8100-560019-000-0000	236.86
274-EWING IRRIGATION PRODUCTS INC.	512057005		REPAIRS-PUMP	0100-81500-0-0000-8100-560019-000-0000	400.40
				Warrant Total:	637.26
				Vendor Total:	637.26
2176-FAGEN FRIEDMAN & FULFROST LLP	512060500	PO-180361	LEGAL SERVICES	0100-00000-0-0000-7150-580018-000-0000	412,50
2176-FAGEN FRIEDIVIAN & FULFROST ELF	312000300	10 2000		Warrant Total:	412.50
				Vendor Total:	412.50
ACON TOOL FOAL CEDIFICE DEDARTMENT	C12060501	PO-180363	LEGAL SERVICES	0100-00000-0-0000-7150-580018-000-0000	615.00
1635-FCOE-LEGAL SERVICES DEPARTMENT	217000201	LO-T00303	LLOTTE SELLTISES	Warrant Total:	615.00
				Vendor Total:	615.00
2444 SODD MOTOR CREST COMPANIA LC	512061220	PO-180365	FORD TRANSIT WAGON	0100-00000-0-1132-1000-640000-001-0003	7,519,65
2411-FORD MOTOR CREDIT COMPANY LLC	312001230	10-100303		Warrant Total:	7,519.65
				Vendor Total:	7,519.65

# KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT ACCOUNTS PAYABLE BOARD REPORT

Vendor	Warrant #	Reference	Description	FuReY-GlFnObSiDp	Amount
1367-G & K SERVICES	512053717	PO-180053	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	111.27
		PO-180053	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	108.73
		PO-180053	UNIFROM SERVICE	0100-81500-0-0000-8100-430023-000-0000	108.73
		PO-180053	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	108.73
		PO-180053	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	173,04
		PO-180053	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	173.04
		PO-180053	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	173.04
		PO-180053	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	173.04
				Warrant Total:	1,129.62
				Vendor Total:	1,129.62
1721-INFINITY COMMUNICATIONS &	512060502	PO-180354	ERATE CONSULTING	0100-00000-0-0000-7150-580000-000-0000	2,250.00
				Warrant Total:	2,250.00
				Vendor Total:	2,250.00
2154-IXL LEARNING INC.	512053718	PO-180249	SITE LICENSE-MATH	0100-63000-0-1110-1000-430000-001-0000	1,575.00
				Warrant Total:	1,575.00
				Vendor Total:	1,575.00
1481-JOE'S BATTERY SERVICE	512056838	PO-180310	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0000	1,969.03
		PO-180311	REPAIRS-MAINT	0100-81500-0-0000-8100-560019-000-0000	235.28
				Warrant Total:	2,204.31
				Vendor Total:	2,204.31
435-KHS STUDENT BODY	512056839	PO-180323	SUPPLIES-PBIS	0100-63000-0-1110-1000-430000-001-0036	200.00
				Warrant Total:	200.00
				Vendor Total:	200.00
2326-KINGSBURG FFA	512057884	PO-180349	NATIONAL FFA COVENTION	0100-35500-0-3800-1000-520000-001-0000	672:50
		PO-180349	REGISTRATION-FERGUSON	0100-70100-0-3800-1000-520000-001-0000	672.50
				Warrant Total:	1,345.00
				Vendor Total:	1,345.00
445-KINGSBURG GLASS & SCREEN	512056840	PO-180313	REPAIRS-MAINT	0100-81500-0-0000-8100-560019-000-0000	217.76
				Warrant Total:	217.76
				Vendor Total:	217.76
2277-LANE, BEN	512056841	PO-180304	WILD LINK	0100-00000-0-1110-1000-430000-001-2017	8.35
•		PO-180304		0100-00000-0-1110-1000-430000-001-2017	16.77
				Warrant Total:	25.12
				Vendor Total:	25.12

## KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

#### ACCOUNTS PAYABLE BOARD REPORT

Vendor	Warrant #	Reference	Description	FuŖeY-GlFnObSiDp	Amount
469-LINGER PETERSON SHRUM	512056842	PO-180014	ANNUAL AUDIT	0100-00000-0-0000-7190-580005-000-0000	5,400.00
				Warrant Total:	5,400.00
				Vendor Total:	5,400.00
1387-LOCKWOOD, DEBRA	512056843	PO-180334	STR'S EXCESS	0100-00010-0-0000-0000-951100-000-0000	2.74
1307 LOCKWOOD, DEDNA	312030013	, 0 20022		Warrant Total:	2.74
				Vendor Total;	2.74
476-LOZANO SMITH LLP	512057885	PO-180346	LEGAL SERVICES	0100-00000-0-0000-7150-580000-000-0000	897.42
TO COLITION SIMILIFICATION OF THE COLITION OF	32200.001			Warrant Total:	897.42
	512060503	PO-180180	BROWN ACT-DON	0100-00000-0-0000-7150-520000-000-0000	125,00
		PO-180180	LEGALUPDATE-ANDIE/CINDY	0100-00000-0-0000-7150-520000-000-0000	190.00
			LEGAL UPDATE-DON	0100-00000-0-0000-7300-520000-000-0000	95.00
				Warrant Total:	410.00
				Vendor Total:	1,307.42
2138-MAILFINANCE INC.	512056844	PO-180015	POSTAGE MACHINE LEASE	0100-00000-0-0000-7300-590002-000-0000	704.87
				Warrant Total:	704.87
				Vendor Total:	704.87
2129-MANCINI, MARIA	512056845	PO-180320	CPR TRAINING	0100-00000-0-1110-1000-580022-001-0000	29.95
·				Warrant Total:	29.95
				Vendor Total:	29.95
2083-MONOPRICE INC.	512057886	PO-180315	SUPPLIES-TECHNOLOGY	0100-00000-0-1110-1000-430000-001-2017	182.63
		PO-180315	SUPPLIES-TECHNOLOGY	0100-00000-0-1110-1000-430000-001-2017	345.65
		PO-180315	SUPPLIES-TECHNOLOGY	0100-00000-0-1110-1000-430000-001-2017	530.22
				Warrant Total:	1,058.50
				Vendor Total:	1,058.50
1305-NAPA AUTO PARTS	512053720	PO-180044	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-9960	675.63
		PO-180044	TRANSPORTATION	0100-00000-0-1110-3600-430024-001-9960	21.57
				Warrant Total:	697.20
				Vendor Total:	697.20
547-NELSON'S ACE HARDWARE	512053721	PO-180054	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0000	3,156-90
				Warrant Total:	3,156.90
				Vendor Total:	3,156.90

# KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT ACCOUNTS PAYABLE BOARD REPORT

Vendor	Warrant #	Reference	Description	FuReY-GlFnObSiDp	Amount
568-OFFICE DEPOT INC.	512056848	PO-180271	SUPPLIES-OASIS	0100-63000-0-1110-1000-430000-002-0000	0,69
		PO-180271	SUPPLIES-OASIS	0100-63000-0-1110-1000-430000-002-0000	5.39
		PO-180289	SUPPLIES-OFFICE	0100-00000-0-0000-2700-430000-001-0000	174.50
		PO-180292	SUPPLIES-CTE	0100-63870-6-3800-1000-430000-001-0000	40.94
		PO-180292	SUPPLIES-CTE	0100-63870-6-3800-1000-430000-001-0000	115,64
		PO-180271	SUPPLIES-OASIS	0100-63000-0-1110-1000-430000-002-0000	8.41
		PO-180271	SUPPLIES-OASIS	0100-63000-0-1110-1000-430000-002-0000	14.97
		PO-180271	SUPPLIES-OASIS	0100-63000-0-1110-1000-430000-002-0000	432.13
		PO-180287	SUPPLIES-DIST	0100-00000-0-0000-7300-430000-000-0000	16.43
		PO-180289	SUPPLIES-OFFICE	0100-00000-0-0000-2700-430000-001-0000	5.39
		PO-180289	SUPPLIES-OFFICE	0100-00000-0-0000-2700-430000-001-0000	13.93
				Warrant Total:	828.42
	512060504	PO-180321	SUPPLIES	0100-63000-0-1110-1000-430000-001-0000	76.69
		PO-180322	SUPPLIES-SCIENCE	0100-63000-0-1110-1000-430000-001-0000	158.71
		PO-180337	SUPPLIES-DISTRICT	0100-00000-0-0000-7150-430000-000-0000	92.17
				Warrant Total:	327.57
				Vendor Total:	1,155.99
2116-O'REILLY AUTOMOTIVE INC.	512056847	PO-180317	REPAIRS-MAINT	0100-81500-0-0000-8100-560019-000-0000	2.69
ZIII O NEIELI AOTOMOTTE MO.		PO-180317	REPAIRS-MAINT	0100-81500-0-0000-8100-560019-000-0000	49.66
				Warrant Total:	52.35
	512061231	PO-180368	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0000	75.57
	•			Warrant Total:	75.57
				Vendor Total	127.92
584-PACIFIC GAS & ELECTRIC CO.	512056849	PO-180207	UTILITIES-OASIS	0100-00000-0-3200-8100-550001-002-0000	12.87
364-PACIFIC GAS & LEECTRIC CO.	312030013		UTILITIES-I.S.	0100-00000-0-3300-8100-550001-002-0000	12.87
			UTILITIES-KHS	0100-00000-0-0000-8200-550001-000-0000	219.01
		, , ,		Warrant Total:	244.75
	512060505	PO-180207	UTILITIES-AG	0100-00000-0-0000-8200-550001-000-0000	222.85
	34200000		UTILITIES-BB	0100-00000-0-0000-8200-550001-000-0000	986.44
		PO-180207	UTILITIES-CONCS	0100-00000-0-0000-8200-550001-000-0000	748.56
			UTILITIES-FB	0100-00000-0-0000-8200-550001-000-0000	1,473=94
			UTILITIES-GYM	0100-00000-0-0000-8200-550001-000-0000	3,753.22
			UTILITIES-SWP	0100-00000-0-0000-8200-550001-000-0000	159.06
			UTILITIES-TC	0100-00000-0-0000-8200-550001-000-0000	33.61
			UTILITIES-TC-B	0100-00000-0-0000-8200-550001-000-0000	62.08
			SOLAR CREDIT-POOL	0100-00000-0-0000-8200-550001-000-0000	(275.14)
		J 200000		Warrant Total:	7,164.62
				Vendor Total:	7,409.37

## KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

#### ACCOUNTS PAYABLE BOARD REPORT

Issue Date: 10/01/2017 thru 10/31/2017

Regular Meeting November 13, 2017

Vendor	Warrant #	Reference	Description	FuReY-GlFnObSiDp	Amount
585-PACIFIC WEST CONTROLS INC.	512056850	PO-180055	HVAC MAINT/SERVICE	0100-81500-0-0000-8100-560010-000-0000	150,00
				Warrant Total:	150.00
				Vendor Total:	150.00
439-PHILLIPS 66-CO./SYNCB	512053722	PO-180232	FUEL	0100-00000-0-1110-3600-430009-001-9959	67.94
				Warrant Total:	67.94
				Vendor Total:	67.94
2324-PRO-PT	512056851	PO-180018	ATHLETIC TRAINING	0100-14000-0-1135-4200-580034-001-0000	4,700.00
				Warrant Total:	4,700.00
				Vendor Total:	4,700.00
2339-SACRAMENTO COUNTY OFFICE OF	512056852	PO-180318	CAASPP INSTITUTE	0100-73380-0-1110-1000-520000-001-0000	450.00
			#N/A	Warrant Total:	450.00
				Vendor Total:	450.00
2408-SHOEMAKER, DON	512056853	PO-180328	PARKING-FAIR	0100-00000-0-0000-7150-430000-000-0000	10.00
				Warrant Total:	10.00
				Vendor Total:	10.00
724-SISC III	512053724	PV-180006	BOARD	0100-00000-0-0000-7110-340200-000-0000	8,631.40
		PV-180006	*RETIREE SMITH	0100-00000-0-0000-8200-370200-000-0000	2,163.80
		PV-180006	*SWANSON	0100-00000-0-0000-7110-370200-000-0000	2,141.80
		PV-180006	WHITE	0100-00000-0-3200-2700-370200-002-0000	1,579.80
		PV-180006	ACTIVE STAFF	0100-00010-0-0000-0000-951400-000-0000	138,501.45
				Warrant Total:	153,018.25
				Vendor Total:	153,018.25
2403-SISC MEDICAL REIMBURSEMENT	512053725	PO-180295	REIMBURSABLE MEDICAL	0100-00010-0-0000-0000-951400-000-0000	125.00
		PO-180295	DEPENDENT CARE	0100-00010-0-0000-0000-951400-000-0000	416.66
				Warrant Total:	541.66
				Vendor Total:	541.66
740-STATE OF CALIFORNIA	512056854	PO-180020	FINGERPRINT APPTS	0100-00000-0-0000-7150-580015-000-0000	309.00
				Warrant Total:	309.00
				Vendor Total:	309.00
758-TCM INVESTMENTS	512056855	PO-180057	COPIER RENTAL-AG	0100-70100-0-3800-1000-560008-001-0000	59.38
		PO-180057	COPIER RENTAL-AG	0100-35500-0-3800-1000-560008-001-0000	59.39
		PO-180057	COPIER RENTAL-LS.	0100-00000-0-3300-8100-560008-002-0000	95,16
				Warrant Total:	213.93
				Vendor Total:	213.93

# KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT ACCOUNTS PAYABLE BOARD REPORT

Vendor	Warrant #	Reference	Description	FuReY-GlFnObSiDp	Amount
774-THE GAS COMPANY	512056856	PO-180022	NATURAL GAS	0100-00000-0-0000-8200-550003-000-0000	202.27
74-IIIE GAS COMI AIVI				Warrant Total:	202.27
				Vendor Total:	202.27
TO THE HOME DEDOT	512056857	PO-180336	SUPPLIES-AG MECH	0100-00000-0-1132-1000-430000-001-1132	62.61
79-THE HOME DEPOT	312030837		SUPPLIES-AG	0100-35500-0-3800-1000-430000-001-0000	100.27
			SUPPLIES-AG	0100-70100-0-3800-1000-430000-001-0000	100.27
			SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0004	2,458.41
				Warrant Total:	2,721.56
				Vendor Total:	2,721.56
OCO THURSDANDUND SIGNATOR CORR	512056859	PO-180319	ELEVATOR MAINT.	0100-81500-0-0000-8100-560010-000-0000	2,848.52
862-THYSSENKRUPP ELEVATOR CORP	312030033	10 100313		Warrant Total:	2,848.52
				Vendor Total:	2,848.52
	512056860	PO-180024	PARCEL SERVICE	0100-00000-0-1110-1000-590010-001-0015	138.67
17-UNITED PARCEL SERVICE	312036800	FO-100024	T / Nice E Service	Warrant Total:	138.67
				Vendor Total:	138.67
COMP	512060506	PO-180025	FUFI	0100-00000-0-1110-3600-430009-001-9956	1,593.22
297-VALERO MARKETING & SUPPLY COMP	312000300	10-100025	1022	Warrant Total:	1,593.22
				Vendor Total:	1,593.22
	512056861	PO-180325	ROP SALARIES	0100-14000-0-1110-1000-580000-001-6350	11,755.56
94-VALLEY R.O.P.	312030801	10 100323	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Warrant Total:	11,755.56
				Vendor Total:	11,755.56
THE COMPANY	512053728	PO-180264	COPY PAPER	0100-63000-0-1110-1000-430000-001-0000	6,294.92
15-VERITIV OPERATING COMPANY	312033720	10 10010		Warrant Total:	6,294.92
				Vendor Total:	6,294.92
	512060507	PO-180026	CELL PHONES	0100-00000-0-0000-7150-590006-000-0000	1,427.55
151-VERIZON WIRELESS	512060307	FO-180020	CEEE 1110	Warrant Total:	1,427.55
				Vendor Total:	1,427.55
•	r120r7097	DO 1803/15	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0000	142.26
33-WEST VALLEY SUPPLY INC.	512057887	PO-100343	JOH CICS MANN	Warrant Total:	142.26
				Vendor Total:	142.26
DODA WESTAND CACES P. COLUDARSNIT INC	512060508	PO-180348	SUPPLIES-AG	0100-70100-0-3800-1000-430000-001-0000	45.89
2321-WESTAIR GASES & EQUIPMENT INC.	212000300		SUPPLIES-AG	0100-35500-0-3800-1000-430000-001-0000	45.89
				Warrant Total:	91.78
				Vendor Total:	91.78
				Fund Total:	270,237.04

## KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT ACCOUNTS PAYABLE BOARD REPORT

Vendor	Warrant #	Reference	Description	FuReY-GlFnObSiDp	Amount
1300-Cafeteria Fund					
1998-7UP/RC BOTTLING OF S. CALIF.	512053709	PO-180298	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	138.00
		PO-180298	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	138.00
				Warrant Total:	276.00
				Vendor Total:	276.00
2163-PRODUCERS DAIRY FOODS INC.	512053723	PO-180299	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	109.73
		PO-180299	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	61.09
		PO-180299	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	61.09
		PO-180299	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	85.05
		PO-180299	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	73.04
				Warrant Total:	390.00
				Vendor Total:	390.00
755-SYSCO FOOD SERVICE OF CENTRAL	512053726	PO-180297	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	140.80
		PO-180297	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	703.42
		PO-180297	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	740.91
				Warrant Total:	1,585.13
				Vendor Total:	1,585.13
				Fund Total:	2,251.13
1400-Deferred Maintenance Fund				Tulia rotali	2,232.13
2325-ARTIS PAINTING	512056826	PO-180252	REPAIRS-GYM	1400-00000-0-9000-8500-560019-000-0000	1,490.00
				Warrant Total:	1,490.00
				Vendor Total:	1,490.00
				Fund Total:	1,490.00
2103-Building Fund					774.00
1253-AMAZON.COM LLC	512057878	PO-180314	SUPPLIES-TECHNOLOGY	2103-00000-0-0000-8100-430000-000-0000	774.02
				Warrant Total:	774.02
				Vendor Total:	774.02
560-DBA: SIGN RANCH	512053714	PO-180290	SUPPLIES-KHS	2103-00000-0-0000-8100-430000-000-0000	94.20
				Warrant Total:	94.20
				Vendor Total:	94.20
277-LANE, BEN	512053719	PO-180300	EQUIPMENT-TECH/LIB	2103-00000-0-0000-8500-640000-000-0000	1,985.62
				Warrant Total:	1,985.62
		DO 400045	SUPPLIES SLOSVS/DELLS	Vendor Total:	1,985.62
779-THE HOME DEPOT	512056858	PO-180212	SUPPLIES-CLOCKS/BELLS	2103-00000-0-0000-8100-430000-000-0000	54.99
				Warrant Total: Vendor Total:	54.99 54.99
					2000-1-1
				Fund Total:	2,908.83

# KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT ACCOUNTS PAYABLE BOARD REPORT

Vendor	Warrant #	Reference	Description	FuReY-GlFnObSiDp	Amount
2104-Building Fund					
2388-GLOBAL CTI GROUP INC.	512054958	PO-180303	EMERGENCY NOTIFICATION	2104-00000-0-0000-8500-620000-000-2926	96,153.02
				Warrant Total:	96,153.02
				Vendor Total:	96,153.02
				Fund Total:	96,153.02
2500-Capital Facilities Fund	512057875	DO 1803E0	REPAIR PARTS	2500-00000-0-0000-8100-560000-000-0000	2,053.61
2349-A-1 EQUIPMENT RENTALS	312037873	PU-100233	KLFAIN FAINTS	Warrant Total:	2,053.61
				Vendor Total:	2,053.61
501-BUSINESS CARD	512061227	PO-180285	EQUIPMENT-ATHLETICS	2500-00000-0-0000-8100-430000-000-0000	688.94
				Warrant Total:	688.94
				Vendor Total:	688.94
262-DBA: ENS ELECTRIC	512061228	PO-180367	REPAIRS-FOOTBALL CONCS	2500-00000-0-0000-8100-560000-000-0000	2,903.65
				Warrant Total:	2,903.65
				Vendor Total:	2,903.65
551-NEW ENGLAND SHEET METAL WORKS	512056846	PO-180316	REPAIRS-HVAC	2500-00000-0-0000-8100-560000-000-0000	2,443.73
				Warrant Total:	2,443.73
				Vendor Total:	2,443.73
2360-TRULINE CONSTRUCTION	512053727	PO-180258	TENNIS COURT RESURFACE	2500-00000-0-0000-8100-560000-000-0000	14,960.00
				Warrant Total:	14,960.00
				Vendor Total:	14,960.00
				Fund Total:	23,049.93

ISSUE	Presentation of Interdistrict Attended 2017-18 school year.	dance Permits for the
	FROM	GRADE
	Dinuba	
	Pantaleon, Nathali	11
	Selma	
	Barrita, Araceli	9
	OUT	GRADE
	Hanford Unified	
	Rodriguez, Sydney	12
ACTION:	Accept or reject Interdistrict permi	ts as presented.
RECOMMENDATION	Accept or reject Interdistrict Permi Superintendent.	ts as recommended by the
FOR BOARD ACTION:  Motion Nagle:Ja	Second	

ISSUE	Presented to the Board is the Revision SELPA Local Plan for Special Educal operation and administration of special spe	tion as the basis for the
ACTION:	Approve or deny the Revision for Free Plan for Special Education dated Octo	sno County SELPA Local ober 9 <sup>th</sup> , 2017.
RECOMMENDATION	Recommend approval	
FOR BOARD ACTION:		
Motion	Second	Vote
Nagle:Thomsen	Lunde:	Serpa:11-13-17 17



## KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

1900 18th Avenue • Kingsburg, California 93631 • (559) 897-7721 • FAX (559) 897-7759

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



California Department of Education Form SED-LP-5 (Revised 3/2016)

Special Education Division

#### Special Education Local Plan Area Local Educational Agency Assurances

1. Free appropriate public education (20 United States Code [U.S.C.] § 1412 [a][1])

It shall be the policy of this local educational agency (LEA) that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school.

2. Full educational opportunity (20 U.S.C. § 1412 [a][2])

It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children.

3. Child find (20 U.S.C. § 1412 [a][3])

It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

4. Individualized education program (IEP) and individualized family service plan (IFSP) (20 *U.S.C.* § 1412 [a][4])

It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 *U.S.C.* § 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 *U.S.C.* § 1414 (d). It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions.

#### 5. Least restrictive environment (20 U.S.C. § 1412 [a][5])

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

#### 6. Procedural safeguards (20 *U.S.C.* § 1412 [a][6])

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations.

#### 7. Evaluation (20 *U.S.C.* § 1412 [a][7])

It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate.

#### 8. Confidentiality (20 *U.S.C.* § 1412 [a][8])

It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act.

#### 9. Part C to part B transition (20 *U.S.C.* § 1412 [a][9])

It shall be the policy of this LEA that children participating in early intervention programs (Individuals with Disabilities Education Act [IDEA], Part C), and who will participate in preschool programs, experience a smooth and effective transition to those preschool programs in a manner consistent with 20 U.S.C. § 1437 (a)(9). The transition process shall begin prior to the child's third birthday.

#### 10. Private schools (20 U.S.C. § 1412 [a][10])

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

## 11. Local compliance assurances (20 U.S.C. § 1412 [a][11])

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California *Education Code*, Part 30.

#### 12. Interagency (20 *U.S.C.* § 1412 [a][12])

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process.

#### 13. Governance (20 *U.S.C.* § 1412 [a][13])

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

#### 14. Personnel qualifications (20 *U.S.C.* § 1412 [a][14])

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications.

#### 15. Performance goals and indicators (20 *U.S.C.* § 1412 [a][15])

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

#### 16. Participation in assessments (20 *U.S.C.* § 1412 [a][16])

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments, consistent with state standards governing such determinations.

## 17. Supplementation of state, local, and federal funds (20 *U.S.C.* § 1412 [a][17])

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds.

#### 18. Maintenance of effort (20 *U.S.C.* § 1412 [a][18])

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations.

#### 19. Public participation (20 *U.S.C.* § 1412 [a][19])

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

#### 20. Rule of construction (20 U.S.C. § 1412 [a][20])

(Federal requirement for state educational agency only)

#### 21. State advisory panel (20 *U.S.C.* § 1412 [a][21])

(Federal requirement for state educational agency only)

## 22. Suspension and expulsion (20 *U.S.C.* § 1412 [a][22])

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised.

## 23. Access to instructional materials (20 U.S.C. § 1412 [a][23])

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard.

## 24. Overidentification and disproportionality (20 U.S.C. § 1412 [a][24])

It shall be the policy of this LEA to prevent the inappropriate overidentification or disproportionate representation by race and ethnicity of children as children with disabilities.

## 25. Prohibition on mandatory medicine (20 U.S.C. § 1412 [a][25])

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

## 26. Distribution of funds (20 *U.S.C.* § 1411 [e] and [f][1–3])

(Federal requirement for state educational agency only)

#### 27. Data (20 U.S.C. § 1418 [a-d])

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

## 28. Charter schools (California *Education Code* 56207.5 [a-c])

It shall be the policy of this LEA that a request by a charter school to participate as an LEA in a special education local plan area (SELPA) may not be treated differently from a similar request made by a school district.



## KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

1900 18th Avenue • Kingsburg, California 93631 • (559) 897-7721 • FAX (559) 897-7759

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



California Department of Education Form SED-LP-5 (Revised 3/2016)

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Special Education Division

In accordance with federal and state laws and regulations, the Kingsburg Joint Union High School District certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations, and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 *U.S.C.* 1400 et seq., and implementing regulations under 34 *Code of Federal Regulations*, Parts 300 and 303, 29 *U.S.C.* 794, 705 (20), 794- 794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California *Education Code*, Part 30 and Chapter 3, Division 1 of Title V of the *California Code of Regulations*.

Be it further resolved, the LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA offices, and are available to any interested party.

Adopted this 13 day	y of November, 2017	
Yeas:	Nays:	
Signed:		Superintendent
		Mr. Don Shoemakei

# Notes Change

Notes	ao County	
Change	Changed Fresno County Office of Education to Fresno (Superintendent of Schools	Changed Table of Contents to reflect changes
. Page(s)	Various	Table of Contents
No.		2

	1 Various	Changed Fresno County Office of Education to Fresno County Superintendent of Schools	
7	Table of Contents	Table of Contents   Changed Table of Contents to reflect changes	
n	Forward	Changed Denise Mocettini Tavernetti to Romy Chachere	
4	Forward	Removed "Editorial Assistance by SELPA Staff members"	
5	SED-LP-I	Removed SED-LP-1	Nct required inside Local Plan, per CDE
9	SED-LP-2	Removed SED-LP-2	Not required inside Local Plan, per CDE
7	Page 8	Removed Edison Bethune Charter Academy and University High School	
∞	Page 8	Removed Local Board Approval Dates	
0	Page 10	Added Language to allow SGC to add members without Local Board approvals. Updated number of district LEAs.	Allowed by CDE
10	10 Page 22	Changed Revenue Limit to Local Control Funding Formula (LCFF)	
11	11 Various	Changed minor formatting and grammatical errors which made no changes to the content.	

# Fresno County Special Education Local Plan Area

# Fresno County SELPA

## Local Plan for Special Education

Jim A. Yovino, Superintendent of Schools Administrative Unit

Fresno County Superintendent of Schools 1111 Van Ness Avenue Fresno, California 93721-2000

Revised October 9, 2017

# Fresno County SELPA

# ELEMENTS OF THE LOCAL PLAN FOR SPECIAL EDUCATION

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# Fresno County SELPA

#### **FORWARD**

The organization and development of the Elements of the Local Plan is the result of a combined effort between participating Member LEAs and the Fresno County Superintendent of Schools within the Fresno County SELPA.

Special acknowledgement and appreciation are extended to each individual who donated his or her time and energy to the writing of this plan.

The result of this project has the specific purpose of enhancing the delivery of a free and appropriate public education to individuals with exceptional needs.

Trina L. Frazier Administrator Fresno County SELPA

Romy Chachere Coordinator Fresno County SELPA

Eddie Davidson
Financial Services Supervisor
Fresno County SELPA

# Fresno County SELPA

#### LOCAL PLAN REVISION PARTICIPANTS

The following list represents personnel from district and county operated programs to include support staff, teachers, administrators, and parents who worked cooperatively to update and develop sections of this plan.

This page will be updated to reflect the names of individuals who have reviewed and provided input regarding the plan revision.

Romy Chachere

Eddie Davidson

California Department of Education Form SED-LP-5 (Revised 3/2016)

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#### 5. Least restrictive environment (20 *U.S.C.* § 1412 [a][5])

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#### 9. Part C to part B transition (20 *U.S.C.* § 1412 [a][9])

It shall be the policy of this LEA that children participating in early intervention programs (Individuals with Disabilities Education Act [IDEA], Part C), and who will participate in preschool programs, experience a smooth and effective transition to those preschool programs in a manner consistent with 20 *U.S.C.* § 1437 (a)(9). The transition process shall begin prior to the child's third birthday.

#### 10. Private schools (20 U.S.C. § 1412 [a][10])

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

#### 11. Local compliance assurances (20 U.S.C. § 1412 [a][11])

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California *Education Code*, Part 30.

#### 12. Interagency (20 *U.S.C.* § 1412 [a][12])

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process.

#### 13. Governance (20 *U.S.C.* § 1412 [a][13])

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

#### 14. Personnel qualifications (20 *U.S.C.* § 1412 [a][14])

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications.

#### 15. Performance goals and indicators (20 U.S.C. § 1412 [a][15])

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

#### 16. Participation in assessments (20 U.S.C. § 1412 [a][16])

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments, consistent with state standards governing such determinations.

#### 17. Supplementation of state, local, and federal funds (20 U.S.C. § 1412 [a][17])

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds.

#### 18. Maintenance of effort (20 *U.S.C.* § 1412 [a][18])

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations.

#### 19. Public participation (20 *U.S.C.* § 1412 [a][19])

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

(Federal requirement for state educational agency only)

#### 21. State advisory panel (20 *U.S.C.* § 1412 [a][21])

(Federal requirement for state educational agency only)

#### 22. Suspension and expulsion (20 *U.S.C.* § 1412 [a][22])

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised.

#### 23. Access to instructional materials (20 *U.S.C.* § 1412 [a][23])

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard.

#### 24. Over identification and disproportionality (20 U.S.C. § 1412 [a][24])

It shall be the policy of this LEA to prevent the inappropriate over identification or disproportionate representation by race and ethnicity of children as children with disabilities.

#### 25. Prohibition on mandatory medicine (20 *U.S.C.* § 1412 [a][25])

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

#### 26. Distribution of funds (20 *U.S.C.* § 1411 [e] and [f][1–3])

(Federal requirement for state educational agency only)

#### 27. Data (20 *U.S.C.* § 1418 [a-d])

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

#### 28. Charter schools (California Education Code 56207.5 [a-c])

It shall be the policy of this LEA that a request by a charter school to participate as an LEA in a special education local plan area (SELPA) may not be treated differently from a similar request made by a school district.

### Fresno County SELPA

The following 31 Local Educational Agencies (LEAs) that comprise the Fresno County SELPA have approved the Elements of the Local Plan for Special Education, effective July 1, 2017. Local Board approval dates below correspond to the signature page from each LEA for the SED-LP-5, Special Education Local Plan Area Local Education Agency (LEA) Assurance Statement and Certification of Board Minutes (see page 5 for sample document).

Original signature pages from each LEA are on file with the California Department of Education, and copies of each signature page are on file with the SELPA office.

	Local Educational Agencies	Local Board Approval Date
1	Alvina Elementary	
2	Big Creek Elementary	
3	Burrel Union Elementary	
4	Caruthers Unified	
5	Central Unified	
6	Clay Joint Elementary	
7	Coalinga-Huron Joint Unified	
8	Firebaugh-Las Deltas Unified	
9	Fowler Unified	
10	Fresno County Superintendent of Schools	
11	Golden Plains Unified	
12	Kerman Unified	
13	Kings Canyon Unified	
14	Kingsburg Joint Union Elementary	
15	Kingsburg Joint Union High	
16	Laton Unified	
17	Mendota Unified	
18	Monroe Elementary	
19	Orange Center Elementary	
20	Pacific Union Elementary	
21	Parlier Unified	
22	Pine Ridge Elementary	
23	Raisin City Elementary	
24	Riverdale Joint Unified	
25	Sanger Unified	
26	Selma Unified	
27	Sierra Unified	
28	Washington Colony Elementary	
29	Washington Unified School District	
30	West Park Elementary	
31	Westside Elementary	

**GOVERNANCE** 

The Fresno County Special Education Local Plan Area, henceforth referred to as the Fresno County SELPA, was formed under authority of Sections 56195 – 56208, 56240 - 56245 of the State of California Education Code and Title 5, Section 3000, and is the result of the Master Plan for Special Education as approved by the California Department of Education, henceforth referred to as CDE. In conformity with federal law, the Fresno County SELPA shall assure that it has policies, agreements, procedures, and programs that are consistent with state laws, regulations, and policies governing specified items.

#### SELPA Regions and Participating Local Educational Agencies

The Fresno County SELPA includes all of the Local Educational Agencies, henceforth referred to as LEAs, within Fresno County with the exception of Fresno Unified and Clovis Unified School Districts, which are each a single district SELPA. Charter schools approved as LEAs within the Fresno County SELPA for the purposes of providing special education are also included, if applicable.

The Fresno County SELPA is divided into four regions with representation from the LEAs, in each region. Beginning on July 1, 2017, there are 30 school district LEAs and the Fresno County Superintendent of Schools, henceforth referred to as FCSS. These participating LEAs have joined in a cooperative effort and have agreed to provide for the coordinated delivery of programs and services to assure equal access to appropriate programs and services to students with disabilities requiring special education and residing in the service region. Charter schools and charter LEA(s) may serve students residing outside of the geographic boundaries of the Fresno County SELPA in accordance with state law. The Fresno County Superintendent of Schools serves as the Administrative Unit (AU) for the Fresno County SELPA, accepting regionalized services and program specialist funds and the responsibilities that accompany them. The Fresno County Superintendent of Schools is considered an LEA for all purposes of this agreement except where referred to as the AU.

#### LEA Charter Schools and New LEA District Members

Charter schools and/or other districts applying for LEA status within the Fresno County SELPA shall submit a justification as specifying why membership as a Fresno County SELPA LEA is preferable to other alternatives. A request by a charter school to participate in the SELPA as an LEA will not be treated differently from a similar request made by a school district. The charter school shall participate in state and federal funding for special education and the allocation plan, and governance of the special education local plan area in the same manner as other LEAs in the Fresno County SELPA. Other procedures for application for membership in the SELPA are specified in the Fresno County SELPA Policy No. 00-20.

#### **Policy Making Process**

The governing bodies of the Fresno County SELPA are the Superintendents' Governance Council (SGC), the Executive Committee, the Operations Committee, and the Joint Oversight Committee.

Policies developed by the SGC become the operating policies for each LEA in the Fresno County SELPA. The Local Plan, when adopted by the Fresno County Board of Education and each LEA's Board of Education or equivalent entity, becomes the official policy for the operation of the Fresno County SELPA. Policies, agreements, and procedures have weight of Board action when approved by the SGC.

Amending the Fresno County SELPA Local Plan

The SELPA and its member LEAs may amend the Local Plan any time a change is deemed necessary due to local changes, new legislative requirements, a new interpretation by the courts, or an official finding of noncompliance with federal law, state law or regulations determined by the California Department of Education (CDE). The Superintendents' Governance Council may adopt amendments to the permanent portion of the Local Plan on an "interim" basis, not to exceed 12 months. Amendments approved in this manner would become permanent upon subsequent approval by all LEA governing boards and the State Board of Education (SBE). If this process is followed, the Fresno County SELPA will operate conditionally under amendments approved by the Superintendents' Governance Council until each local board has approved the amendments and they are forwarded to the SBE, and officially approved. A proposal to amend the Fresno County SELPA Local Plan must be approved by a two-thirds majority of SGC members.

Amendments to the Local Plan to revise LEA membership (additions/deletions) shall be approved by the SELPA Superintendents' Governance Council (SGC). Prior to SGC approval, new LEA members and/or termination of LEA members shall be approved through the process as identified in SELPA policies.

#### Responsibilities of the LEAs in the Policy Making Process

LEA Governing Boards' Responsibility

LEA governing boards, as elected officials, are involved in the policy making process through the local superintendent's or equivalent administrator's participation in the SGC.

Each LEA governing board has the responsibility to assure that there are program options available to all students with disabilities within its attendance area. This is accomplished through the active participation of the SGC members, who shall responsibly address the resource needs of participating LEAs. Each LEA superintendent shall be responsible for informing the LEA governing board of updates and changes to the SELPA policies. LEA governing boards make policy and procedural decisions for programs and services operated by their respective districts. LEAs are responsible for compliance and due process issues for programs which they operate. Each LEA Board shall appoint a representative to the Community Advisory Committee.

Responsibilities of each LEA Superintendent

Each LEA superintendent or other equivalent administrator (e.g. LEA Charter School Executive Director/Head of School) shall represent the LEA as a member of the Superintendents' Governance Council (SGC). The responsibilities of each LEA superintendent and/or equivalent administrator for the implementation of the Local Plan shall be to the following:

- Assure that all special education programs and services are operated in accordance with state and federal law, the Local Plan, and the policies, agreements, and procedures approved by the SGC.
- Assure that the LEA maintains an accounting system adequate to provide federal, state and local reports to include program and fiscal reports required by the Fresno County SELPA.

- Submit Public Law 108-446 (formerly P.L. 101-476) budgets and expenditure reports for grant funds;
- Submit Annual Service and Annual Budget Plans as required in the Local Plan;
- Attend all SGC meetings and participate as a voting member;
- Implement those services assigned to the LEA herein and provided for in local budget plans. Each LEA provides assigned programs and services through its own facilities and staff;
- If the LEA program options do not meet an individual student's needs, assure that an Individualized Education Program (IEP) team is convened to consider a special education program placement in another LEA within the Fresno County SELPA, a program operated by FCSS, or another appropriate placement. The FCSS shall perform the services of an LEA for students with disabilities attending Juvenile Court Schools in the Fresno County SELPA. The LEA of residence shall be responsible for the excess costs of providing special education services to any student placed through the IEP team process in another LEA or FCSS-operated program. The LEA of residence shall not be responsible for the excess costs for students with disabilities enrolled in another LEA through any options available to all students (i.e. interdistrict transfers, program improvement, district of choice).
- Transfer the fiscal and case management responsibilities for an identified student to the high school district of residence when the student reaches 14.9 years of age on or before September 1 of each new school year unless the student previously promoted from eighth grade or previously transferred through an IEP team decision. This transfer shall apply when the LEA of residence is an elementary school district, regardless of the district or agency providing the special education service(s). However, Extended School Year services will be the fiscal and case management responsibility of the elementary school district prior to September 1.

### Special Education Administrators' Responsibilities for LEAs in Coordinating the Administration of the Local Plan

It is the responsibility of each LEA special education administrator and county administrator of special education to assure that all LEA/county policies operate within federal and state laws and regulations.

Each LEA has a responsibility to participate in SELPA committee meetings to facilitate understanding and knowledge in coordinating the administration of the Local Plan. The various committees provide a communication network on current and important issues related to special education laws, regulations, state requirements, and programmatic issues.

#### Role of the Fresno County Superintendent of Schools Administrative Unit (AU)

The Fresno County Superintendent of Schools is designated as the official administrative unit (AU) to assure the implementation of the Local Plan and SELPA policies, agreements, and procedures of the SGC in cooperation with participating LEAs. The distribution of the federal and state funds is the responsibility of the Fresno County SELPA in accordance with the Fresno County SELPA's Funding Allocation Plan and policies, agreements and procedures of the SGC.

The Fresno County SELPA Administrator is employed by the AU Superintendent. Employment, supervision, evaluation and discipline follow the FCSS Department of Human

Resources Standard Operating Procedures. When there is an open position, the SGC shall nominate two or more persons to assist in the interview process.

SELPA staff members are employed by the AU upon recommendation from the Fresno County SELPA Administrator. Supervision, evaluation, and discipline of the Fresno County SELPA staff employed by the AU in support of the Local Plan shall be the responsibility of the Fresno County SELPA Administrator.

#### Description of the Governance Structure

The governing bodies of the Fresno County SELPA are the Superintendents' Governance Council (SGC), the Executive Committee, the Operations Committee, and the Joint Oversight Committee. In addition, the Community Advisory Committee (CAC) acts in an advisory capacity to the Operations Committee to report on issues and activities of the CAC for their review and consideration, and to participate in the development, amendment, and review of the Local Plan.

#### Superintendents' Governance Council (SGC)

#### Membership

The Superintendents' Governance Council (SGC) is comprised of Superintendents or an equivalent administrator (charter school Executive Director/Head of School, etc.) representing the governing boards of each of the 31 LEAs in the Fresno County SELPA and the County Superintendent of Schools, who is also a voting member representing Region 4. The County Superintendent of Schools serves as the Chairperson of the SGC, or may appoint a designee to serve as the Chairperson.

#### Designation of Administrative Unit

The SGC maintains a role as the guiding force of the Fresno County SELPA. This role includes requesting, on a four year basis, that the FCSS (or other agency) be the Administrative Unit, henceforth referred to as AU, to carry out the program policies in cooperation with the participating LEAs.

#### Voting by SGC

LEAs shall receive one vote for every one-hundred (100) Average Daily Attendance (ADA) rounded to the nearest whole vote. LEAs with less than 100 ADA shall receive a minimum of one vote. ADA used shall be the most current AB 602 P-2 ADA State certification available. When voting, each LEA must cast its entire allocation as one vote. A quorum exists when SGC members representing a majority of the LEAs and votes are present. Upon establishment of a quorum, action will be decided by majority vote of members present, except in circumstances where state or federal mandates require a unanimous vote.

#### Meetings

Meetings will be held at least four times annually. Agendas will be developed and minutes recorded by the Fresno County SELPA Administrator or designee and will be distributed prior to meetings. Members representing all 31 LEAs shall attend all meetings and participate in discussions pertaining to special education issues. In the event a superintendent or equivalent administrator is unable to attend an SGC meeting, a request for proxy must be submitted to the County Superintendent prior to the meeting and will be granted for one meeting only.

#### Duties of the SGC

- 1. Ensure access to a free appropriate public education for all students represented by the Fresno County SELPA;
- 2. Make decisions and take action regarding the implementation, administration, financial agreements and operation of special education programs and services in accordance with the Local Plan;
- 3. Review membership of the Executive Committee to designate holdover members and appoint new members to assure equal LEA representation;
- 4. Consider input from the Executive Committee;
- 5. Assure each LEA selects and appoints a representative to the CAC;
- 6. Keep member LEAs informed of SGC actions and issues.

#### Special Meetings

The Chairperson of the SGC, or a majority of the 31 members thereof, may call a special meeting of the SGC. All member LEAs of the SGC and the County Superintendent of Schools shall be notified of a special meeting and the purpose for which it is called at least 72 hours in advance of the meeting. Only those items of business listed in the call for the special meeting shall be considered.

#### **Executive Committee**

#### Membership

The Executive Committee is comprised of six Superintendents or equivalent administrators - two each from regions One, Two and Three. The SELPA Administrator represents region Four and chairs the Executive Committee (APPENDIX A).

#### Meetings

Meetings will be held at least four times annually. Agendas will be developed and minutes recorded by the SELPA Administrator or designee, and will be distributed prior to meetings. A quorum shall be established by a simple majority of the appointed committee members; each member has one vote. Members of the Executive Committee may not delegate voting responsibility to another member or the SELPA Administrator. The SELPA Administrator will maintain a list of Executive Committee members and their appointment dates.

#### Duties

- 1. Recommend action on proposed amendments to the Local Plan to the SGC;
- 2. Recommend action on proposed revisions to the income distribution model for the allocation of federal, state and local funds for special education programs and services to the SGC;
- 3. Recommend action on the Annual Service Plan and Annual Budget Plan to the SGC;
- 4. Recommend changes to the SGC to the Fresno County SELPA policies, administrative regulations, procedures and guidelines for the management and implementation of special education programs and services within the Fresno County SELPA LEAs;
- 5. Provide direction to the Fresno County SELPA Administrator for regionalized and program specialist services.
- 6. Approve appropriate cost claims.

#### **Operations Committee**

#### Membership

The Operations Committee is comprised of one member (superintendent, LEA director, coordinator, or principal) from each LEA. The committee is chaired by the Fresno County SELPA Administrator. The chair of the Community Advisory Committee is an ex-officio member of the Operations Committee. In addition, the Community Advisory Committee acts in an advisory capacity to the Operations Committee to report on issues and activities of the CAC for their review and consideration, and to participate in the development, amendment and review of the Local Plan.

#### Meetings

The Operations Committee will meet eight times annually. Agendas will be developed and minutes recorded by the Fresno County SELPA Administrator or designee and will be distributed prior to meetings. The Fresno County SELPA Administrator will maintain a list of Operations Committee members and their appointment dates.

#### Duties

- 1. Address ongoing issues and needs of the Fresno County SELPA and member LEAs;
- 2. Participate in planning and developing policies, procedural modifications, changes in practice and professional development activities;
- 3. Advise the SGC and Executive Committees.

#### Joint Oversight Committee

#### Membership

The Joint Oversight Committee (JOC) is comprised of four members of the Operations Committee - one from each region; four LEA Chief Business Officers (CBOs) - one from each region. The committee is chaired by the Fresno County SELPA Administrator. The JOC advises the Executive Committee of the SGC.

#### Meetings

The Joint Oversight Committee will meet at least once annually. Agendas will be developed and minutes recorded by the Fresno County SELPA Administrator or designee and will be distributed prior to meetings.

#### Duties

- 1. Ensure local, state and federal resources are utilized in a cost effective manner, consistent with accountability requirements;
- 2. Monitor the effectiveness and equitability of the allocation plan;
- 3. Participate in the development of fiscal revisions to the allocation plan;
- 4. Ensure that the developed standards for funding allocation purposes are being implemented and followed by each LEA;
- 5. Review issues to be considered by the Executive Committee to convey any fiscal and programmatic implications.

#### SELPA Administrator

The Fresno County SELPA Administrator shall coordinate the development and implementation of the Local Plan in cooperation with the SGC and the Operations Committee (as required for children ages birth through 21 years). The Fresno County SELPA Administrator has a responsibility to assure access to a full continuum of program options for

all students with disabilities, which may include the coordination of services provided by district of residence, Fresno County Superintendent of Schools, charter school LEAs, nonpublic schools, interagency agreements and memorandums of understanding as necessary. The SELPA Administrator is the direct liaison with the local agencies, other SELPAs and the CDE. The SELPA Administrator assures the development of necessary functions and activities to implement and manage the Local Plan such as providing SELPA staff for technical assistance and special education administrative support for the numerous requirements of federal and state laws and regulations. The Fresno County SELPA Administrator is responsible for presenting the SGC issues to the AU Superintendent for monitoring and review.

#### Duties

The SELPA Administrator shall include the following:

- 1. Prepare agendas, minutes and backup documentation for all SELPA meetings;
- 2. Maintain a list of Superintendents and equivalent administrators and appointment dates for all SELPA committees;
- 3. Share the list of Superintendents and equivalent administrators and their appointment dates annually with the SGC;
- 4. Monitor all activities relevant to approval and implementation of the plan.

In accordance with EC 56836.23, the SELPA Administrator shall ensure the required regionalized services functions are met, including, but not limited to the following:

- (a) Coordination of the special education local plan area and the implementation of the Local Plan;
- (b) Coordinated system of identification and assessment;
- (c) Coordinated system of procedural safeguards;
- (d) Coordinated system of staff development and parent and guardian education;
- (e) Coordinated system of curriculum development and alignment with the core curriculum;
- (f) Coordinated system of internal program review, evaluation of the effectiveness of the local plan, and implementation of a local plan accountability mechanism;
- (g) Coordinated system of data collection and management;
- (h) Coordination of interagency agreements;
- (i) Coordination of services to licensed children's institutions and foster family homes;
- (j) Preparation and transmission of required special education local plan area reports;
- (k) Fiscal and logistical support of the community advisory committee;
- (I) Coordination of transportation services for individuals with exceptional needs;
- (m) Coordination of career and vocational education and transition services;
- (n) Assurance of full educational opportunity;
- (o) Fiscal administration and the allocation of state and federal funds pursuant to Section 56836.01.

The Fresno County SELPA Administrator shall serve on behalf of the member Local Educational Agencies (LEAs) to implement the Local Plan, which includes regionalized services. Regionalized services are provided to assure access to special education services for all eligible individuals with exceptional needs. The Fresno County SELPA has a responsibility to assure access to a full continuum of program options for these students that may include the

coordination of services provided by district of residence, county office of education, charter school LEAs, interagency agreements and memorandums of understanding as necessary.

Agreements or procedures addressing regionalized services and operations shall include but not be limited to the following:

- Coordinated system of identification and assessment.
- Coordinated system of internal program review evaluation of the effectiveness of the Local Plan, and implementation of a Local Plan accountability mechanism.
- Coordinated system of data collection and management.
- Coordination of services to medical facilities.
- Coordination of services to licensed children's institutions and foster family homes.
- Fiscal and logistical support of the Community Advisory Committee (CAC).
- Coordination of transportation services for individuals with exceptional needs.
- Coordination of career and vocational education and transition services.
- Fiscal administration and the allocation of state and federal funds pursuant to Section 56836.23.

#### REGIONALIZED SERVICES

Program Specialist Services

Program specialist funding flows through the SELPA to some LEAs within the Fresno County SELPA. Program specialist services as described in E.C. 56205(a)(12)(B) shall be provided by LEAs receiving these designated funds. LEAs that have historically chosen to receive these funds will continue to be eligible. For other LEAs to be considered to be eligible to program specialist funding, an LEA must maintain a pupil count of at least 600 students with disabilities for two consecutive years. LEAs that receive funds and fall below 600 students with disabilities for two consecutive years will lose funding the third year, and service will be provided by the Fresno County SELPA.

The SELPA office shall employ, or assure the employment of, a sufficient number of management staff to perform the duties of a program specialist as described in E.C. 56368. The number of persons employed to fulfill these duties will be approximately one for each 1,000 individuals with exceptional needs. This ratio is contingent upon designated funds.

The employing LEA or SELPA selects, hires and supervises the program specialist or the person who is assigned these responsibilities and meets the requirements per Education Code. A program specialist is a specialist who holds a valid special education credential, clinical services credential, health services credential, or a school psychologist authorization and has advanced training and related experience in the education of individuals with exceptional needs and a specialized in-depth knowledge in preschool disabilities, career vocational development, or one or more areas of major disabling conditions [E.C. 56368(a)].

For those LEAs not receiving program specialist funds, the Fresno County SELPA management staff members, under the direction of the Fresno County SELPA Administrator, shall coordinate and deliver the program specialist services as required in E.C. 56195.7(c)(1) and 56368.

A program specialist may do all the following:

- Observe, consult with, and assist resource specialists, designated instruction and services instructors, and special class teachers;
- Plan programs, coordinate curricular resources, and evaluate effectiveness of programs for individuals with exceptional needs;
- Participate in each school's staff development, program development, and innovation of special methods and approaches;
- Provide coordination, consultation and program development primarily in one specialized area or areas of his or her expertise;
- Be responsible for assuring that pupils have full educational opportunity regardless of the district of residence.

#### Professional Development

Professional development programs are provided for general and special educators, administrators, parents and guardians, instructional assistants, support personnel and CAC members. Programs are designed by teachers, administrators, parents, and other personnel via

written, verbal and committee input collected throughout the year in an ongoing process. Student involvement is encouraged.

In-services and staff development workshops are presented in a variety of formats to include individual conference attendance, training through electronic media, and small and large group sessions, which are held during the day, after school, and on evenings and weekends. College credit may be available.

The Fresno County SELPA professional development coordinator shall develop a calendar of all opportunities in the SELPA and distribute it monthly via listserve. The professional development calendar includes SELPA, County Office, Regional Coordinating Council (RCC), state and local conferences, and individual LEA offerings. This calendar is distributed to all LEAs and county office special education programs, Fresno County Superintendent of Schools (FCSS) Migrant Department, State Diagnostic Center-Central California, other SELPAs in Region 7 RCC, and non-profit agencies/organizations.

An open invitation is extended for attendance by special and general educators, administrators, agencies, community members, and instructional assistants. Parent opportunities are also announced through these publications and through the CAC.

Individual in-service evaluation forms are used at all SELPA professional development activities. All evaluations or compilations are kept on file at the Fresno County SELPA office. Evaluation forms include suggestions for additional information on topics presented. Information derived from evaluations will be used in considering the planning, organization and implementation of future activities.

The Fresno County SELPA professional development coordinator uses the evaluation information from individual workshops in conjunction with the Needs Assessment Survey results to help plan, design and schedule workshops and in-services for the coming school year.

#### Evaluation

E.C. 56600 was written, in part, to assure that SELPAs participate with all state efforts to provide for "ongoing comprehensive evaluation of special education programs" in order to "refine and improve programs, policies, regulations, guidelines, and procedures on a continuing basis, and to assess the overall merits of these efforts." The Fresno County SELPA shall submit annually all information required by the California Department of Education (CDE), Special Education Division, in this effort, including statistical data, program information, and fiscal information related to programs and services for pupils with disabilities in the Fresno County SELPA.

As per the requirements of E.C. 56600, the Fresno County SELPA Administrator will collect all data required by the CDE related to special education budgets and services, and report them annually. The Fresno County SELPA staff will support members of the Fresno County SELPA in the collection of data related to compliance, due process procedures, availability of services, key performance indicators, etc., as needed.

#### Data Collection and Development of Management Information Systems

The Fresno County SELPA shall design or acquire and implement a data collection and storage system that will provide for the management and reporting of required data for state and federal

systems. The Fresno County SELPA will continue to work with the CDE Department of Management Information System to collect and report all required data related to special education fiscal and program services, and to provide other pertinent information necessary for the operation of the SELPA. In accordance with E.C. 56205 the data collection system shall include all required components for the Annual Service Plan, which shall include a description of services to be provided by each district and county office, including the nature of the services and the physical location at which the services will be provided, including alternative schools, charter schools, opportunity schools and classes, community day schools operated by districts, community schools operated by county offices, and juvenile court schools, regardless of whether the district or county office is participating in the local plan. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.

The Fresno County SELPA staff will provide technical assistance to all LEAs in the SELPA regarding their collection and reporting of required data. The Fresno County SELPA staff will strive to support a system that is responsive to the data needs of the LEAs.

#### Curriculum Development

One of the primary goals of Public Law 108-446 as amended in 2004, henceforth referred to as the *Individuals with Disabilities Education Act* (or *IDEA*) is to assure that all children with disabilities will be given the opportunity to participate in the general education curriculum and will be provided appropriate curricular accommodations and modifications. "Specially designed instruction" allows children the opportunity to access a free appropriate public education (FAPE) in the Least Restrictive Environment, henceforth referred to as LRE, based on the child's individual strengths and needs.

The Fresno County SELPA has a responsibility to facilitate a balance and understanding of the continuum of services available to students with disabilities. SELPA staff will support statewide and local efforts in piloting and implementing curricular options and service delivery models designed to support children with a variety of learning needs. SELPA staff may assist teachers and staff in collaboration with LEA support.

#### Ongoing Review of Programs

The State of California requires and conducts reviews of special education programs per state and federal requirements. It is the responsibility of the Fresno County SELPA to support the delivery of effective programs and services in its LEAs in order to assure a continuum of appropriate service options, to provide professional development to improve the quality of the programs offered, and provide ongoing review of programs. SELPA staff will participate in all state review processes and any local review processes (under the direction of the SGC and in conjunction with the Operations Committee and the CAC).

#### Procedures for Ongoing Review of Programs

The Fresno County SELPA will participate in such review processes as the Quality Assurance/Special Education Self Review (SESR) process, the Procedural Safeguards and Complaints processes, Alternative Dispute Resolution (ADR) process, and mediation. The Fresno County SELPA will assure that adequate information related to all areas of compliance is available to member LEAs. This includes provision of current and research-based

information, resources, and support to all member LEAs. The Fresno County SELPA's goal is to support programs which provide educational benefit to students with disabilities and operate in compliance with state and federal laws. Each member of the Fresno County SELPA shall cooperatively participate in such procedures as defined by the Superintendents' Governance Council (SGC).

The Fresno County SELPA has taken the leadership in the implementation of Essential Facilitation for IEP meetings, Alternative Dispute Resolution (ADR) and technical assistance for mediation and due process hearings.

#### Monitoring Activities for Correcting Any Identified Problem

SELPA staff or staff employed to perform program specialist functions will provide assistance in correcting identified problems. The Fresno County SELPA provides, but is not limited to, the following monitoring activities for correcting any identified problem:

- The SELPA is responsible for developing and revising forms for student confidential files to maintain IDEA compliance;
- The SELPA establishes ongoing parent in-services and support through CAC activities and professional development opportunities to correct identified problems;
- Upon request, technical assistance is provided by the Fresno County SELPA to LEAs which operate programs and services;
- The SELPA disseminates CDE guidance, IEP guidelines, IDEA information, best practices, and legal updates necessary to maintain compliance and effective levels of services. These monitoring activities occur through regularly scheduled SGC and Operations Committee meetings, electronic mail communication and program specialist level assistance.

In cases of substantial, prolonged, noncompliance by an LEA, the SELPA Administrator may, but is not limited to the following:

- Conduct conferences with the LEA's Director of Special Education and/or the Superintendent;
- Notify the SGC and the Fresno County Superintendent of Schools of the substantial, prolonged, noncompliance by an LEA;
- In conjunction with the SGC, notify the LEA's Board of Education concerning the extent of the problem and recommended steps to resolve the problems;
- Withhold special education funding until the noncompliance is addressed, if approved by the SGC; and/or
- Utilize the funding withheld to assist the LEA in obtaining program compliance.

Other monitoring activities relevant to current needs and non-compliance will be mutually identified annually by the SGC.

#### ALLOCATION OF RESOURCES

Federal and state special education funds shall be allocated to the Fresno County SELPA in accordance with policies and procedures adopted by the Superintendents' Governance Council (SGC). These funds are distributed to Local Educational Agencies (LEAs) according to an approved SELPA Funding Allocation Plan. Any changes to the allocation of federal and state special education funds shall be made by the SGC.

The governing boards of the LEAs participating in the Fresno County SELPA have authorized the SGC to be the designated authority to determine the distribution of federal and state special education funds on behalf of the LEA superintendents or equivalent administrators. The Fresno County SELPA Administrator is responsible to assure that the funds are distributed in accordance with the Fresno County SELPA's Funding Allocation Plan.

Funding for County Operated Special Education Programs and Services

Special education programs operated by FCSS on behalf of the LEAs are supported by county special education property tax in addition to its other state and federal funds. Anticipated excess costs beyond property tax revenues are determined annually by the SGC, with input from the Executive Committee. Funding to support the anticipated excess costs is deducted from each LEA's allocation.

<u>Distribution of Special Education Resources to LEAs for Operation of Special Education</u> Programs and Services

The SGC shall adopt policies for the allocation of special education funds to LEAs. The intent is to assure access and availability of services to all eligible students within the Fresno County SELPA. The Fresno County SELPA shall be responsible for the distribution of special education funds according to policies, procedures and the Funding Allocation Plan, including state apportionments, property tax, federal Local Assistance grants and other additional sources of revenue received by the Fresno County SELPA.

Funds are allocated for the provision of special education services to individuals with disabilities enrolled in LEAs in the Fresno County SELPA. Services may be provided through funds allocated to a district of residence, to another school LEA, to a charter LEA, to the Fresno County Superintendent of Schools (FCSS) or to the Fresno County SELPA office to assure access to a full range of program options.

The distribution of grant funds follows guidelines and required procedures. Such grants may include Preschool, Early Intervention Part C, Infant Discretionary, Personnel Development for Special Education Local Plan Areas, Low Incidence Equipment and Services, WorkAbility, Transition, Pre-kindergarten Staff Development and Alternative Dispute Resolution. Each LEA that receives funds shall establish and maintain the appropriate accounting records in accordance with and required by state and federal laws. LEAs shall expend these funds in accordance with all state and federal laws. Each LEA shall provide reports requested by the Fresno County SELPA in a timely manner.

Regionalized services and program specialist funds shall be allocated to the Fresno County SELPA office to support regionalized services and other administrative costs to operate the

Local Plan. The Joint Oversight Committee shall review and adopt budgets in accordance with Education Code.

#### Local Control Funding Formula

For students with disabilities served in a special day class, the LEAs and FCSS operated special education programs generate funding from the Local Control Funding Formula (LCFF). FCSS operated special education program budgets, through an MOU between FCSS and the LEAs, receive this revenue via a transfer. A separate special education actual daily attendance (ADA) transfer occurs from the FCSS's business department to the respective districts of residence. These dollars are not part of the Fresno County SELPA's Funding Allocation Plan.

#### OPERATION OF SPECIAL EDUCATION PROGRAMS

The Fresno County SELPA Superintendents' Governance Council (SGC) approves allocation of resources for the provision of special education programs. Either an LEA or the Fresno County Superintendent of Schools (FCSS) special education programs are the providers of the services or programs. In addition, SELPA staff may be employed to provide areas of specialized expertise, which shall be available to LEAs and FCSS. Memorandums of Understanding (MOUs) or Exchange Agreements may be used to assure a full range of program options for students enrolled in LEAs in the Fresno County SELPA.

Fresno County SELPA and Fresno Unified School District provide special education services cooperatively as part of the continuum of program options. An Exchange Agreement between Fresno Unified and Fresno County SELPA shall be maintained in the SELPA office.

#### Annual Service Plan

An Annual Service Plan shall be adopted at a public hearing held by the special education local plan area. Notice of this hearing shall be posted in each school district in the special education local plan area at least 15 days prior to the hearing. The annual service plan may be revised during any fiscal year according to the policymaking process established pursuant to subparagraphs (D) and (E) and paragraph (12) of subdivision (a) and consistent with subdivision (f) of Section 56001 and with Section 56195.9. The annual service plan shall include a description of services to be provided by each district and county office, including the nature of the services and the physical location at which the services will be provided, including alternative schools, charter schools, opportunity schools and classes, community day schools operated by school districts, community schools operated by county offices of education, and juvenile court schools, regardless of whether the district or county office of education is participating in the local plan. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.

#### MONITORING USE OF FUNDS

The LEA superintendent or equivalent administrator of each LEA which receives funds allocated by the Fresno County SELPA is responsible for monitoring the appropriate use of federal, state and local funds. Each LEA that receives federal grant "pass-through" allocations from the Fresno County SELPA shall complete and accurately report proposed budget expenditure reports and other required information.

The Fresno County SELPA Administrator and the Administrative Unit shall be responsible for monitoring the appropriate use of all funds allocated for special education programs and services.

#### Annual Budget Plan

Fresno County SELPA is required to submit an Annual Budget Plan in accordance with EC 56205(b)(1). The purpose of the Annual Budget Plan is to monitor the appropriate use of federal, state and local funds and to provide the public with an overview of the resources available as allocated within the Fresno County SELPA. The Annual Budget Plan shall be adopted at a public hearing held by the Fresno County SELPA under the direction of the Superintendents' Governance Council (SGC). The Annual Budget Plan shall include the following:

- A. Funds received in accordance with Chapter 7.2 (commencing with Section 56836).
- B. Administration costs of the plan;
- C. Special education services to pupils with severe disabilities and low incidence disabilities;
- D. Special education services to pupils with nonsevere disabilities;
- E. Supplemental aids and service to meet the individual needs of pupils placed in regular education classrooms and environments;
- F. Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2;
- G. The use of property taxes allocated to the special education local plan area pursuant to Section 2572.

#### CONTINUUM OF PROGRAM OPTIONS

The continuum of program options shall include, but not necessarily be limited to, all of the following or any combination.

#### Services

#### Designated Instruction and Services (DIS)/Related Services

The following services are provided to eligible students ages 0 through 21. Each student's IEP team determines if the student requires DIS services that are required for a student with disabilities to benefit from special education in accordance with EC 56363. Services are provided by staff credentialed and/or licensed in appropriate areas of specialty. These services may include, but are not limited to, the following:

- Adapted Physical Education
- Audiology
- Positive Behavioral Intervention Support
- Braille Transcription
- Group Counseling
- Counseling and guidance, including rehabilitation counseling
- Health and Nursing --- Other Services
- Health and Nursing --- Specialized Physical Health Care
- Instruction in the home or hospital
- Language Speech and Hearing
- Sign Language Interpreter\*
- Note Taking\*
- Occupational Therapy
- Orientation and Mobility\*
- Orthopedically Impaired
- Parent counseling and training
- Psychological services, other than assessment and development of the IEP
- Physical Therapy
- Recreation services
- Social Work
- Specialized Driver Training
- Specialized Services for Low Incidence Disabilities
- Transition
- Vision services Vocational Counseling
- Vocational Education Training

(Note: The CASEMIS manual and other regulations may change some definitions from year to year.)

<sup>\*</sup> Low Incidence Only

Support for Students with Low Incidence Disabilities

The Fresno County Superintendent of Schools (FCSS) staff provides specialized services, equipment, books and materials to students with Low Incidence disabilities. Low incidence disabilities include deaf-blind, deaf, hard of hearing, orthopedic impairment and/or visual impairment. Services are provided to eligible students using an inclusion model in the most appropriate and least restrictive setting. FCSS provides Low Incidence services and support for children, ages birth through 21 years.

#### Audiology

Services are provided in the following areas:

- Hearing evaluation, including pure tone and speech thresholds, speech discrimination, acoustic impedance evaluation and otoscopic examination;
- Electroacoustic analysis of hearing aids and FM systems;
- Ordering, setting and maintaining individual and group FM systems;
- Custom ear molds for FM systems;
- Classroom acoustics analysis;
- Consultation for ordering and installing sound field amplification for classrooms;
- Hearing Conservation;
- Direct service to students;
- Collaboration with parents, teachers of the deaf or hard of hearing, classroom teachers, other professionals and agencies;
- Referrals to other professionals and/or agencies;
- Interpretation for specialized tests of auditory function, i.e. otoacoustic emissions, and Automated Brain Stem Response (ABR) evaluations.

#### Deaf/Hard of Hearing

The program for students who are deaf or hard of hearing includes assessments, instruction, consultation and support services. Services are provided in the following areas:

- Collaboration with parents, classroom teachers, audiologists, other professionals and agencies;
- Direct academic instruction;
- Remediation of language impairment;
- Maintenance of specialized amplification equipment;
- Monitoring of personal hearing aid functioning;
- Teaching skills in auditory training, speech-reading, etc;
- Implementation of classroom modifications or accommodations.

#### Orientation and Mobility (O&M)

The orientation and mobility instruction program includes assessments, instruction, consultation and support services. The following services are provided:

- Collaboration with teachers of the visually impaired, parents, classroom teachers, and other professionals and agencies;
- Direct instruction enabling independent travel that includes: concept development, body imagery, laterality, directionality, environmental concepts, fine and gross motor skills,

sensory awareness, sighted guide and protective techniques, use of residual vision, cane travel, methods of traveling a route, mapping skills, use of public transportation, emergency procedures, self help skills and appropriate behavior;

- Instruction and incorporation of terminology for O&M;
- Environmental modification and adaptation for the home and school.

#### Orthopedically Impaired

The program for the students with orthopedic impairments provides assessment, instruction, consultation, interventions, modifications, and adaptations. The following services are provided:

- Collaboration with parents, classroom teachers, other professionals and agencies;
- Direct instruction;
- Training for families and other staff about students' orthopedic needs related to educational progress;
- Assistance in planning and implementing transition activities.

#### Visually Impaired

The program for students with visual impairments provides assessment, instruction, consultation and support services. The following services are provided:

- Collaboration with parents, classroom teachers, other professionals and agencies;
- Direct academic instruction;
- Keyboarding and Braille instruction;
- Improvement of skills in daily living and other areas of development as they relate to educational benefits;
- Operation of specialized equipment such as Braillenotes, Braillewriters, magnifiers, monoculars, adaptive computer software and audio tapes.

#### Other Services

Other services available may include but are not limited to the following:

#### Assistive Technology

Assistive Technology (AT) is any piece of equipment or product that is used to increase, improve or maintain the functions and capabilities of children with disabilities. The term does not include a medical device that is surgically implanted, or the replacement of that device. AT may be used to help students access the educational curriculum through: positioning, environmental controls, computer adaptations, assistive listening devices, visual aids, mobility equipment, augmentative communication systems, computer based instruction, recreation and self-care.

"Assistive technology service" means any service that directly assists a student with a disability in the selection or use of an assistive technology device that is educationally necessary. The term includes the evaluation of the needs of a student with a disability, including a functional evaluation of the student in the individual's customary environment; coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education programs and rehabilitation plans and programs; training or technical assistance for a student with exceptional needs or, where appropriate, the family of

the student; and training or technical assistance for professionals (including individuals providing education and rehabilitation services), employers or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of individuals with exceptional needs. Periodic Assistive Technology and related workshops are provided.

Autism Specialist

This service provides support through consultation with staff, parents, and students in areas related to autism, inclusion strategies, and positive behavior support. In-service and training opportunities related to autism and intervention strategies are provided throughout the year. Evaluation and assessment consultation assistance is available. The Autism Specialist has advanced training in the following areas:

Applied Behavior Analysis (ABA): Discrete Trial Teaching (DTT), Behavioral Management, Task Analysis, Backward Chaining

- Treatment and Education of Autistic and related Communication Handicapped Children (TEACCH) techniques
- Picture Exchange Communication System (PECS)
- Sensory Integration (SI) methodology and techniques
- Relationship Development Intervention (RDI)
- Social Skills Interventions: Social Stories, Comic Strips, Social Autopsies, Circle of Friends

Training and support may be provided through any combination of skills, strategies, and settings, to provide a well-rounded, supportive, and individualized program for each student.

#### Comprehensive Positive Behavior Supports

The Comprehensive Positive Behavior Support (CPBS) Team provides services to individual students with challenging behaviors within the Fresno County SELPA in collaboration with the referring school team. Positive Behavior Supports uses educational and systems change methods to minimize problem behavior and increase pro-social behavior. The CPBS Team assists school teams and caregivers with creating conditions that will help individual students progress socially and academically with the ultimate goal of reducing or eliminating episodes of problem behavior. School teams can make referrals to the CPBS team and be eligible for support with individual students once a completed referral has been submitted the SELPA. CPBS services and supports are available to students with an active IEP. Once a referral has been accepted the following are components of the services that may be provided through the CPBS Department as appropriate:

- Assistance with identifying and defining the target problem behavior.
- Assessment of behavior including functional behavior assessment.
- Assistance with revising and implementing Behavior Support Plans with methods grounded in applied behavior analysis.
- Assistance with development of a data collection method.
- Assistance with development of behavior interventions.
- Training for school staff in implementation of positive behavior support methods and interventions.

- Observations and feedback on individual student behavior.
- Facilitation of collaboration between school teams/LEAs and community agencies for the purpose of meeting the needs of individual students.

#### Positive Behavior Intervention and Supports (PBIS)

Positive Behavior Interventions and Supports (PBIS) is a systems approach to behavior with a focus on enhancing the capacity of schools, families, and communities. PBIS links research-validated practices and school environments in order to improve school climate and promote positive student behavior. PBIS provides a framework for systems change in schools within a 3 tiered model. The PBIS framework addresses all student behavior and encompasses early screening and identification of students at-risk for mental health and behavioral problems. PBIS practices range from providing universal supports to all students as well as individualized supports depending on the unique needs of each student. PBIS provides a proactive approach to addressing student behavior with an emphasis on prevention and early intervention. PBIS is an effective method for increasing school safety, enhancing student's social-behavioral skills, and creating a more positive school climate.

A three year training cycle has been established and is available to schools within the Fresno County SELPA who elect to adopt PBIS practices within their school setting. Participation in the training cycle requires each school to have a dedicated team of members and further requires teams to attend all trainings and to participate in data reporting as set forth by the SELPA.

#### Vocational and Career Education

The Fresno County SELPA offers vocational and career education opportunities that provide trainings and resources to assist students to transition from high school to a variety of post secondary options. Collaborative relationships and partnerships with local, state and federal agencies are maintained to assist LEA staff members to support their students with disabilities. The Transition Partnership Program (TPP) is a collaborative between the Fresno County SELPA and the Department of Rehabilitation. The TPP project provides career/vocational preparation instruction, vocational interest inventories and assessment through classroom instruction, vocational assessment and counseling, skills training and work experience. The Fresno County SELPA staff addresses the following vocational and career education resources for in-school youth with disabilities:

- Program management and services for the Fresno County SELPA; Department of Rehabilitation, Transition Partnership Program;
- Work with local Regional Occupational Programs (ROP) and LEA personnel to develop and implement academic, vocational and career education options that will assist students with disabilities;
- Consultation to identify and assist in the development of vocational education goals and objectives in the writing of IEPs and Individual Transition Plans (ITPs);
- Provision of a battery of career interest and vocational assessment instruments applicable for teacher use;
- Provision of vocational/career education in-service trainings;
- Linkages with local community colleges, universities and agencies that provide services for students with disabilities;

- Vocational evaluation and assessment, job development and job training including WorkAbility wage-based training for in-school youth;
- Referral to the Transition Partnership Program or other secondary skills or academic training.

#### WorkAbility

This program serves eligible students with a disability identified through the IEP process. WorkAbility is provided to coordinate a work-training model of work experience in the private sector for unskilled youth needing employability skills. Students are provided with a variety of vocational preparation opportunities including:

- Classroom instruction;
- School-based student training emphasizing pre-employment job seeking skills, job behaviors and employment opportunities;
- Work experience credit;
- WorkAbility stipend paid training;
- Paid work experience and on-the-job training by cooperating community agencies.

#### Settings

Whenever special education settings include non-identified students, School Site Plans (i.e. School-based Coordinated Program) requirements must be met. Settings may include but are not limited to:

#### Resource Specialist Program (RSP)

The Resource Specialist Program (RSP) of the Fresno County SELPA shall be in compliance with E.C. 56362 by using the following guidelines and procedures.

The RSP shall include, but not be limited to the following:

- Provision for a resource specialist or specialists who shall provide instruction and services for those pupils whose needs have been identified in an Individualized Education Program (IEP) developed by the IEP team and who are assigned to regular classroom teachers for a majority of a school day. Provision of information and assistance to individuals with exceptional needs and their parents;
- Provision of consultation, resource information, and material regarding individuals with exceptional needs to their parents and to general education members;
- Coordination of special education services with the regular school programs for each individual with exceptional needs enrolled in the resource specialist program;
- Monitoring of pupil progress on a regular basis, participation in the review and revision of IEPs;
- Emphasis at the secondary school level on academic achievement, career and vocational development, and preparation for adult life;
- Assigning personnel to the RSP who meet regulations and competencies established by the Commission on Teacher Credentialing;
- Provision of Pre-referral Intervention, Response to Interventions, (RtI).

The caseload does not exceed 28 pupils in an individual Resource Specialist Program. Waivers from the State Board of Education are requested for caseloads that exceed 28.

At least 80% of the Resource Specialists within the Fresno County SELPA shall be provided with an instructional aide. [E.C. 56362(f)] Fresno County SELPA resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes. [E.C. 56362(d)]

### Resource Specialist (RS) Inclusion Support and Designated Instructional Service (DIS) Inclusion Support

A RS or DIS inclusion specialist may maintain a caseload of pupils with IEPs who are placed in general education classrooms for a portion of the instructional day, provided that the RS or DIS inclusion specialist provides direct instruction to students and support to the general education teachers in such areas as curriculum modification, instructional strategies, and program coordination.

#### Resource Specialist Program (RSP) - Pull Out

Instructional services are provided to eligible students who require small group instruction and/or classroom modifications to benefit from general education. A student is usually served in the RSP for less than the majority of the school day. However, a student may also be enrolled for more than 50% of the school day on the RSP caseload per Education Code requirements. [E.C. 56362(e)] Additionally, RS pullout services may be accessed as part of a tiered approach to RtI.

#### Learning Center

Each LEA or program provider may elect to provide special education services, using a learning center model, provided the LEA assures that all IEP goal/objectives and services are met. In the learning center model all pupils are assigned to age appropriate general education classrooms for appropriate activities. The learning center may include services previously provided in a Special Day Class (SDC) or RSP.

The purpose of a learning center is to provide specific skill acquisition and intensive instruction to support the content of the general education curriculum for identified and non-identified students which cannot otherwise be achieved in the general education classroom even with the use of supplementary aids and services.

#### Collaborative Special Day Class (SDC) in General Education Setting

Each LEA or program provider may create collaborative SDCs by merging a complete SDC with a general education classroom. Team teaching shall be provided as long as the LEA assures that all IEP goals/objectives and services are met and that general education pupil's families have been fully informed.

#### Blended Special Education Services

LEAs may provide blended services between SDC teachers and RSP teachers provided that the IEP specifies the services and providers for each service. Pupils may receive services from both SDC and RSP per the IEP. The IEP shall designate the student's case manager.

Departmentalized Special Education Services

LEAs may provide departmentalized services for middle and high school programs, blending services between SDC teachers and RSP teachers provided the IEP specifies the services and providers for each service. Pupils may receive services from both SDC and RSP per the IEP. The IEP shall designate the student's case manager.

### LEA Operated Special Day Classes (SDC-SD) and Special Centers for Individuals with Moderate to Severe Disabilities

As part of the full continuum of county-wide special education services, regional programs for students with moderate to severe disabilities, ages 3 to 22 years, are provided in LEA operated classes throughout Fresno County. Key program components include utilization of a team approach incorporating student and parent input, as well as interagency collaboration, in order to develop an individualized education program that addresses each student's abilities and level of independence. Curriculum and instruction for K-12 students served in LEA operated special day classes (SDC-SD) located on LEA campuses emphasize skill acquisition in functional academics, vocational, recreation and leisure, community, domestic and self-help, social and behavioral, communication, and motor/mobility domains, and are aligned to the alternate achievement standards assessed on the California Alternate Performance Assessment (CAPA). Students receiving services in Special Centers are provided instruction in the same curriculum domains with intensive supports and services to meet their unique individual health-related and/or behavioral needs. For students between the ages of 18 and 22 years, the Adult Transition Program serves as a link between the public school system and the world of post-school adult services. Classes are located on LEA, university, community college, adult school campuses and community-based sites, and emphasis is placed upon preparing each student for the transition to adult life. A large part of the program utilizes community-based natural environments for instruction in order to encourage students to become active participants in their local community.

Special Day Class (SDC) on Integrated Sites

Students eligible for these classes require special education services for the majority of their school day. Services include more intensive and specialized instruction aligned with grade level California State Content Standards. An SDC teacher may maintain pupils within the SDC caseload that are included in general education for a portion of the instructional day. This is an option for successful transition to general education.

The IEP shall indicate the amount of time the pupil shall be served in the SDC setting. The SDC teacher may provide support to the general education teacher in such areas as team teaching, curriculum modification, and instructional strategies.

#### Intervention Program for Social/Emotional Disabilities

FCSS operates programs for students who have social/emotional disabilities that adversely affect their educational performance to a degree that they cannot function in an SDC in their home LEA.

These programs include an emphasis on a cognitive/developmental approach to behavior management, improving social skills, and academics. Outside agencies may address and support mental health issues.

The Intervention Program provides services to students from kindergarten through twelfth grade with serious learning, behavioral and emotional problems after all program options and resources have been attempted in their LEA. The Intervention Program serves all LEAs within the Fresno County SELPA. The Intervention Program's educational team consists of special education teacher(s), nurse(s), speech and language pathologist(s), and school psychologist(s).

The Intervention Program is comprised of the following components:

#### • Intervention Classrooms (Emotionally Disturbed)

Placement in the Intervention Classroom is designed for students within the Fresno County SELPA who meet educational criteria for Emotional Disturbance and have emotional and behavioral problems that prevent them from being educationally successful in their home LEA. The goals of the program are as follows:

- Stabilize behavior within the intervention classroom format;
- Determine effective educational and behavioral interventions;
- Improve the student's interpersonal skills;
- Help students develop adaptive emotional and behavioral responses to environmental stressors:
- Help students develop self-monitoring and self-control skills;
- Reintroduce the student, when and if appropriate, to his/her school and community via collaboration between the home LEA and the intervention staff through development of a transition plan;
- High school classrooms that emphasize social-emotional development and maintaining credits towards high school graduation.

#### Infant & Toddler Program

The Infant and Toddler program serves eligible children ages birth to 36 months. Services are provided in the child's natural environment(s).

The following services are provided:

- Assessment and direct intervention;
- Collaboration and coordination of services between agencies;
- Development of the Individualized Family Service Plan (IFSP) in collaboration with families and agencies;
- Consultation, coordination, and provision of case management services with other FCSS specialists including: special education nurses; school psychologists; speech and augmentative communication specialists; and teachers with specialized training in serving children with visual impairment, hearing loss, orthopedic impairments, or traumatic brain injury;
- Transition planning, implementation, and follow-up.

#### Preschool Assessment Team

The Preschool Assessment Team (PSAT) provides services to children 3-5 years of age. The team consists of a speech-language pathologist, school psychologist, and nurse. Assessments of children 3-5 years of age are completed in the home, school, day care, or FCSS preschool assessment room. Other specialists and personnel from involved agencies may be included in the assessment process. Parents are integral members of every assessment.

The PSAT may do the following:

- Screen children to determine the need for complete evaluation;
- Evaluate children in areas of suspected disabilities;
- Collaborate with families and appropriate school personnel to develop Individual Educational Plans (IEPs);
- Assist with transition of infant and preschool students.

### Comprehensive Instruction Reinforcing Collaborative Learning Environments (CIRCLE Program)

The CIRCLE program is designed to meet the educational needs of children with autism who have significant language, social, and behavioral needs. These needs are addressed through a developmentally appropriate curriculum aligned with state standards and based on empirically validated instructional methodologies. The comprehensive education program is based on the principles of behavior intervention and includes, but is not limited to the following:

- Structured environment with well-defined areas for different activities; concrete, predictable routines; and schedules emphasizing visual cues;
- The methodologies of PECS, TEACCH, Social Stories, PRT and Intensive Behavior Intervention;
- Ongoing evaluation of student progress;
- Family support, training, and inclusion;
- Pivotal Response Training (PRT).

# COMMUNITY ADVISORY COMMITTEE (CAC) SELECTION AND APPOINTMENT PROCEDURES

In accordance with E.C. 56190-56194, the Fresno County SELPA Superintendents' Governance Council (SGC) assures that each designated Local Educational Agency (LEA) selects and appoints a representative to the Community Advisory Committee (CAC). Each designated LEA shall appoint one parent/guardian of a student with disabilities who has received or is currently receiving special education services and in addition, the LEA may also appoint one member from special or general education teaching staffs, a parent of a nondisabled pupil, or a member of a local agency's staff. Each designated LEA shall notify the Fresno County SELPA office of their CAC appointment by October 1st of each year. CAC members report to their LEA regarding CAC activities and solicit recommendations for committee consideration and setting of priorities to be address by the Local Plan. Relevant issues are then given to the Fresno County SELPA Operations Committee for review and consideration if appropriate.

Each member may be appointed by the local governing board of each LEA for at least a two-year term with not more than 50% of the committee replaced annually.

The majority of CAC members are required to be parents of special education pupils enrolled in schools participating in the Local Plan. Parents of general education pupils are also encouraged to participate as members of the CAC.

Meetings are held in a convenient location within the county. The schedule of meetings shall be developed annually.

CAC members are encouraged to meet with school administrators, special education teachers, and special education pupil's parents/guardians and service providers to discuss issues relevant to the education of all special education pupils. The Chairperson of the CAC reports on issues and on activities of the CAC to the Operations Committee for their review and consideration. Additional responsibilities include involvement in the development, amendment, and the review of the Local Plan.

A SELPA staff member will be responsible for regular communication and will facilitate coordination of CAC activities.

# CAC Community Involvement and Parent Education

CAC members will help distribute information to parents in regards to educational programs offered in conjunction with the CAC, Fresno County SELPA, Regional Coordinating Council (RCC), other community agencies and organizations. Informational materials will be produced and made available to parents upon request and through the Individualized Education Program (IEP) process regarding services available through the Fresno County SELPA. Parents may participate in parent education programs offered regularly by the CAC, by the Fresno County SELPA, Region 7 RCC, other community agencies and organizations.

**CAC Supporting Activities** 

CAC members provide support for activities that affect individuals with exceptional needs such as Special Olympics, legislative issues, legal and IDEA regulations, independent living skills

and advocacy services that have an effect on the educational services to children with disabilities and their families.

#### CAC Parent Awareness

The CAC will assist in parent education including parent awareness of the importance of regular school attendance and other issues relevant to pupil needs. The CAC also assists in recruiting parents and other volunteers who may contribute to the implementation of the plan. All CAC activities and meetings are publicized throughout the schools and representative agencies. Copies of the Local Plan are available for review by parents, and the general public at the office of each LEA administrator and the County Superintendent of Schools.

#### PUBLIC PARTICIPATION

Members of the public, including parents or guardians of students with disabilities who are receiving services under the Local Plan, may address questions or concerns to the governing boards of the Local Educational Agencies (LEAs), the Superintendents' Governance Council (SCG) and the Fresno County SELPA Administrator.

All notices of SGC meetings are sent electronically to all member LEAs and posted at the Fresno County Superintendent of Schools (FCSS) 48 hours prior to the scheduled meeting. The method by which questions and/or concerns are heard from the public to SGC is included on each agenda as "Community Input". The public may address the Fresno County SELPA SGC pursuant to established procedures. No action shall be taken (E.C. 35145.5) at the meeting in response to Community Input. On matters of policy and budget development, all interested parties are welcome to provide input to the Fresno County SELPA Administrator and to the respective standing committees of the SCG for consideration and review.

#### DISPUTE RESOLUTION PROCESS

In order to assure the continual delivery of quality services to children with disabilities, a process for dispute resolution of grievances in the responsibility for service provision, governance activities, or the distribution of funding must be in place as specified in the Local Plan

If a dispute arises over the responsibility for service provision, governance activities, program transfer, or the distribution of funding or if an LEA, group of LEAs, or a county office believes that an action taken by the Fresno County SELPA Superintendents' Governance Council (SGC) will create an undue hardship on the LEA(s) or county office, or that the action taken exceeds the authority granted the SGC within the Local Plan and/or state or federal statute, the aggrieved LEA(s) or county office may request a review of the action by an Independent Dispute Review Panel.

Any request for such a review must be submitted in writing to the Fresno County SELPA Administrator within 30 working days of the action taken by the SGC. The written request must clearly identify the reason(s) for the request and the potential resolution(s) to the problem. The request will first be reviewed by the appropriate standing committee, which will be the Executive Committee and/or Joint Oversight Committee, which will attempt to resolve the dispute. The SGC will review the recommendations and determine if there is an acceptable resolution between the parties involved, i.e. LEA(s) or county office. If resolution requires action to be taken by the SGC, the item will be placed on the agenda accordingly.

#### Independent Dispute Review Panel for Mediation

If the LEA(s) or county office cannot come to a resolution at the standing committee level, an Independent Dispute Review Panel will be the designated entity for mediation. The Fresno County SELPA Administrator, in cooperation with the Chair of the SGC, and the LEA(s) or county office, will consider the concerns of the disputants and will prepare and submit written briefs (facts) of the issue(s) to an Independent Dispute Review Panel.

To establish an Independent Dispute Review Panel, the Fresno County SELPA Administrator shall establish a list of persons from nearby SELPAs, LEAs, or county offices outside of Fresno County, who are knowledgeable in the area of special education and who would be willing to serve as a member of this panel.

From the list of available panel members, the LEA(s) or county office that requested the review, and the Fresno County SELPA Administrator, in cooperation with the Chair of the SGC, shall each select a representative for the panel. These representatives then select one additional neutral member from the list to serve as chairperson. The panel shall meet as often as necessary within 30 working days of receipt of briefs to consider the facts of the complaint as presented in writing and work to mediate a resolution between the parties involved. The determination shall be made from the written briefs submitted to the panel along with pertinent information discovered through the mediation process. If resolution is achieved, the panel will submit its recommendations within 30 working days to the Fresno County SELPA Administrator, who will forward to the SGC.

Final and Binding Arbitration

If the Independent Dispute Review Panel cannot mediate a resolution, then the report and recommendations from the Independent Dispute Review Panel will be forwarded to the SGC whose decision will be final and binding upon the parties involved.

After studying the report of the review panel and at the next scheduled meeting of the SGC, the SGC must take one of the following actions:

- Vote to reaffirm the previous action of the SGC.
- Vote to rescind the previous action of the SGC.
- Vote to modify the previous action of the SGC to comply or partially comply with the recommendations of the Review Panel.

All voting is to be done in accordance with the weighted voting procedures specified in the Local Plan.

Any costs resulting from this process are to be shared equally by the LEA(s) which requested the review and the Fresno County SELPA.

#### LITERACY

The Local Educational Agencies (LEAs) that comprise the Fresno County SELPA shall assure that students who require special education will participate in the California Reading Initiative in order to improve educational results.

Special education instructional personnel will participate in staff development in-service opportunities in the area of literacy that include the following:

- Information about current literacy and learning research, including instruction in systematic, explicit phonics and phonemic awareness;
- State-adopted standards and frameworks;
- Increased participation of students with disabilities in statewide student assessments;
- Research-based instructional strategies for teaching reading to a wide range of diverse learners in order to increase the percentage of children with disabilities who are literate.

The LEAs that comprise the Fresno County SELPA shall also assure the students with disabilities will have full access to all required core curriculum including state-adopted core curriculum textbooks and supplementary textbooks, instructional materials and support in order that students with disabilities attain higher standards in reading.

[Reference State Board Requirement 2/10/99]

#### APPENDIX A

# Fresno County SELPA

## Region Representation of Participating LEAs

**REGION I** 

Central Unified

Sierra Unified High School Designated Attendance Area

Big Creek Elementary

Pine Ridge Elementary

Sierra Unified

**REGION II** 

Fowler Unified

Kingsburg High School Designated Attendance Area

Clay Joint Elementary

Kingsburg Joint Union Elementary (Charter LEA)

Kingsburg Joint Union High

Kings Canyon Joint Unified

Parlier Unified

Sanger Unified

Selma Unified

REGIONIII

Caruthers Unified High School Designated Attendance Area

Alvina Elementary (Charter LEA)

Caruthers Unified

Monroe Elementary

Raisin City Elementary

Coalinga-Huron Joint Unified

Firebaugh/Las Deltas Unified

Golden Plains Unified

Kerman Unified

Laton Unified

Mendota Unified

Riverdale Unified High School Designated Attendance Area

Burrel Union Elementary

Riverdale Unified

Westside Elementary

Washington Unified High School Designated Attendance Area

Orange Center Elementary

Pacific Union Elementary

Washington Colony Elementary

Washington Unified

West Park Elementary

#### **REGION IV**

Fresno County Superintendent of Schools Attendance Area

County Operated Special Education Programs

9 4

Nagle Thomsen	Jackson: Lunde:	Serpa
Motion	Second	Vote
FOR BOARD ACTION:		
RECOMMENDATION:	Recommend approval	
ACTION	Approve or deny Resolution # for Expelled Youth for Years 2	#R16-1718 the Fresno County Plan 2018-2021.
ISSUE	Presented to the Board Per Education Code section 48926, in any county where the county superintendent operates a community school, the county superintendent must, in conjunction with the school districts in the county, develop a plar for providing education services to expelled youth. The triennial update of Fresno County's plan is due to the State on June 30, 2018. The plan must be approved by the governing board of each school district in Fresno County and by the Fresno County Board of Education. Resolution No. R16-1718 resolves that the District adopt the Fresno County Plan for Expelled Youth for years 2018-2021.	



# KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

1900 18th Avenue • Kingsburg, California 93631 • (559) 897-7721 • FAX (559) 897-7759

Don Shoemaker, Superintendent

Board of Trustees: Rick Jackson, Brent Lunde, Steve Nagle, Mike Jackson, Brent Lunde, Steve Nagle, Mike



BEFORE THE GOVERNING BOARD OF THE

#### KINGSBURG JOINT UNION HIGH SCHOOL DISTIRCT

OF FRESNO COUNTY, CALIFORNIA

A Resolution by the Governing Board of the Kingsburg Joint Union High School District to Approve the Fresno County Plan for Expelled Youth for Years 2018-2021.

#### RESOLUTION NO. R16-1718

WHEREAS, Education Code § 48926 requires that in any county where the county superintendent operates a community school, the county superintendent must, in conjunction with the school districts in the county, develop a plan for providing education services to expelled youth; and

WHEREAS, the Fresno County Superintendent operates a community and community day school; and

WHEREAS, the Fresno County Superintendent contacted all county school districts and formed a committee to complete the triennial update of the countywide plan; and

WHEREAS, the District representatives in collaboration with the County Superintendent have completed the Fresno County Plan for Expelled Youth for Years 2018-2021; and

WHEREAS, the Fresno County Plan for Expelled Youth for Years 2018-2021 must be approved by the governing boards of Fresno County school districts and the Fresno County Board of Education prior to its being filed with the State Superintendent of Schools no later than December 1, 2017;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Kingsburg Joint Union High School District approves the Fresno County Plan for Providing Educational Services to Expelled Youth for Years 2018-2021.

The foregoing RESOLUTION was adopted this 13th day of November, 2017, at a regular meeting of the Governing Board of the Kingsburg Joint Union High School District by the following vote, to-wit: AYES: NOES: ABSENT Dated: November 13, 2017 President, Governing Board - Mike Serpa Kingsburg Joint Union High School District **CERTIFICATION** I, Brent Lunde, Clerk to the Governing Board of the Kingsburg Joint Union High School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its meeting held on November 13, 2017. Dated: November 13, 2017

> Clerk, Governing Board- Brent Lunde Kingsburg Joint Union High School District

# Fresno County Plan for Expelled Youth<sup>1</sup>

#### Introduction

Fresno County, located in the heart of California, is the sixth largest county in California with an area of 5,957.99 square miles. Its ideal weather conditions and rich soil make Fresno the number one agribusiness county in the nation. In 2016, its population of 979,915 made it the tenth most populous county in California. Composed of both rural and urban areas, Fresno County has fifteen incorporated cities.

The population includes over 80 different nationalities that speak over 66 languages. Fresno County's 207,818 students are educated by the 9,284 teachers working at one of the 346 school sites of one of 32 school districts. These school districts range in size from Fresno Unified School District, the fourth largest district in the state with an enrollment of 80,051, to Big Creek Elementary with an enrollment of 53 students.

These school districts first developed Fresno County's Plan for Providing Education Services to Expelled Youth in 1997, following the enactment of AB 922, Statutes of 1995, Chapter 974. The Plan for Expelled Youth continues to be the blueprint for providing educational services to expelled youth in Fresno County.

## Legal Basis for Triennial Review of the Plan for Expelled Youth

AB 922 is codified at Section 48926 of the California Education Code, and requires that every three years the county superintendent of schools in counties that operate community schools, in conjunction with superintendents of the school districts within the county, develop a county plan for providing education services to all expelled students. Once developed, the Plan shall be adopted by the governing board of each school district within the county and by the county board of education.

To meet the requirements of Education Code Section 48926, the Plan for Expelled Youth must:

- Enumerate existing educational alternatives for expelled students (see, Section I);
- Identify gaps in educational services to expelled students, and strategies for filling those service gaps (see Section III); and
- Identify alternative placements for students who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district students, as determined by the governing board (see Section IV).

<sup>&</sup>lt;sup>1</sup> The processes of, including, but not limited to, referral, admission, entry, and transition referenced in this Plan apply to all students referred to the FCSS Community School Program for any reason, including, but not limited to, expulsion.

In addition, the triennial, county-adopted plan must be filed with the Superintendent of Public Instruction by June 30<sub>e</sub> (See Education Code Section 48926, attached as Appendix A).

## Overview of Plan History

The first Fresno County Plan for Providing Educational Services to Expelled Youth ("Plan") was developed in 1997, and revisions were adopted in 2000, 2003, 2006, 2009, 2012, and 2015. The current revisions will be adopted in December 2017 following input, review, and revision from participating school districts.

# Requirement for Educational Program During Expulsion Period

California Education Code Section 48916.1 requires that when a governing board orders that a student be expelled, it must ensure that the student is provided with an education program during the expulsion period. This countywide plan reflects the programs available to expelled youth enrolled in Fresno County school districts. Section 48916.1 also requires that districts report annual "outcome data" to the Superintendent of Public Instruction by June 30 (see Education Code Section 48916.1, attached as Appendix A).

# Outcome Data Required under Education Code Section 48916.1(d)

The outcome data required under Education Code Section 48916.1(d), to be maintained by each school district, includes the following:

- The number of students recommended for expulsion;
- The grounds for each recommended expulsion;
- Whether the student was subsequently expelled;
- Whether the expulsion order was suspended;
- The type of referral made after the expulsion; and,
- The disposition of the student after the end of the period of expulsion.

# Implementation of the Plan

Implementation of the Plan is subject to the State's funding of education during the next three years. Should the State reduce educational dollars resulting in the County program operating at a deficit, the Fresno County Superintendent of Schools ("FCSS") will create an excess cost agreement in consultation with the County school district superintendents between districts and the FCSS to ensure adequate funding for serving students in the FCSS Community School Program.

## I. Existing Educational Alternatives for the Expelled Youth of Fresno County

School districts located within Fresno County offer a range of options for expelled students. Depending on the facts regarding the specific offense, the Education Code violation, and the governing board's order, a governing board may "suspend" the enforcement of the expulsion order and place the student:

- On the same school campus;
- At a different school campus within the district;
- In an alternative education program within the district; or,
- In an independent study program operated by the district.

A governing board may enforce the expulsion order and refer the student to:

- Its district community day school program;
- A district community day school program operated by another district on the condition that an attendance and behavior agreement has been developed by the districts;
- To the FCSS Community Schools Program; or,
- To a public charter school or to a private school. (The parents/guardians/responsible adults may elect to enroll the student in a private school; however, if they elect to do so, the parents/guardians/responsible adults are responsible for the costs, if any, associated with that private school enrollment.)

# II. Fresno County Superintendent of Schools Services for Expelled Students

FCSS offers educational alternatives through FCSS Community Schools Program. This Program requires referrals from the school districts or from the courts and/or probation officers. The referral process is as follows:

# A. Referral Process for FCSS Community School Program

In order to refer a student to the FCSS Community School Program, it is necessary that a referral form be completed by the student's referring school district or agency.<sup>2</sup> The referral form includes details regarding the student, including:

<sup>&</sup>lt;sup>2</sup> Or any other source allowed by law. Specifically, pursuant to California Education Code section 1981, the FCSS Community School Program may accept students who have been expelled (consistent with § 1981(a)), are referred through the School Attendance Review Board ("SARB") (consistent with § 1981(b)), are on probation (consistent with § 1981(c)), or at the

- Information regarding the student's Section 504 plan or individualized education program ("IEP") status with relevant paperwork, including, but not limited to, the current Section 504 plan or IEP, all assessment reports for assessments conducted over the past three (3) years, progress reports for the past year, and all manifestation determination documentation related to the incident that is resulting in the referral to the FCSS Community School Program;
- Probation status;
- Dependency status;
- Reason for expulsion with relevant paperwork, including any stipulated expulsion or suspended enforcement agreements;
- Student's progress toward meeting the student's school district of residence's high school graduation requirements, including any relevant information (e.g. adjusted graduation requirements or plan to be a fifth year senior) related to the student's graduation requirements pursuant to California Assembly Bills 1806 and 2306 for students who are homeless, foster youth, or have attended a juvenile court school;
- Attendance information from the last school year and the current school year, including any information related to Student's participation in the SARB process (letters, court documents, etc.);
- Immunization records;
- ELPAC (or alternative assessment) and Smarter Balanced Testing;
- Information from any Response to Intervention, multi-tiered system of support, and/or other general education interventions in which the student has participated prior to referral; and,
- The date on which the student will be eligible to return to the school district of residence.

The referring school district or agency shall communicate with the student's parents/guardians/responsible adults regarding all aspects of the referral process.

Upon the FCSS's receipt of a referral from the referring school district or agency, FCSS will determine if it can appropriately serve and/or has space for the student at the FCSS Community School Program. While FCSS attempts to serve as many of the referred students as possible; it is not required to take any students and may not be able to serve all students who are referred.

request of the student's parents/guardians/responsible adults and it is determined by the student's referring school district that placement in FCSS Community School Program will promote the educational interests of the student (consistent with § 1981(d)).

Reasons that a student may not be accepted into the FCSS Community School Program may include, but are not limited to, the following:

- Insufficient space in the FCSS Community School Program or in the student's specific grade level at the FCSS Community School Program;
- Insufficient space in or unavailability of the special education placement and/or services contained in a student's IEP or Section 504 plan;
- A review of the student's referral reveals potential issues related to child find under Section 504 or special education law;
- A review of the student's referral reveals a potential issue related to failure to assess the student for special education (either initial or re-evaluation) in all areas of suspected disability;
- A review of the student's file reveals that the student's special education placement and/or services per the student's IEP or Section 504 plan is likely inappropriate and the student likely cannot be appropriately served at the FCSS Community School Program;
- A review of the manifestation determination paperwork related to the incident resulting in referral to the FCSS Community School Program reveals that there may be an error—either procedurally or substantively—with the manifestation determination conducted;
- A review of the referral paperwork reveals inadequate general education interventions, especially alternatives to suspension;
- The student was previously unsuccessful in the FCSS Court or Community School Program;
- The student has been enrolled in the Community School Program and juvenile hall over the past six months and should be allowed the opportunity for success on a school district campus prior to additional enrollment in the Community School Program;
- The student's behavior prior to referral is too severe and/or dangerous and will pose a danger to staff and/or other students on the Community School Program campus;
- A victim of the student is already/will be on the Community School Program campus; and/or,
- There is a restraining order involving an other student(s) on Community School Program campus.

If the student cannot be appropriately served and/or there is not space available for the student in the FCSS Community School Program, the FCSS Community School Program will notify the referring school district or agency in writing with the general reason(s) for denying admission to the FCSS Community School Program; should the referring school district or agency wish to obtain further information regarding the denial of admission, they may contact [Tracy Klee/ Program Manager at 559-443-4851] via telephone only for further information; no further information will be shared in writing. Additionally, there is no appeal process for denial of admission to the FCSS Community School Program.

The referring school district or agency shall be responsible for notifying the student's parents/guardians/responsible adults that the referral to the FCSS Community School Program was denied; FCSS shall have no responsibility for communicating with the parents/guardians/responsible adults regarding the referral process and/or denial of admission. The referring school district or agency shall not referr the student's parents/guardians/responsible adults to FCSS staff for information regarding these processes and/or additional information regarding a denial of admission. Any and all such contact to FCSS by parents/guardians/responsible adults will be referred back to the referring school district or agency for response.

If a student is able to be appropriately served and there is space available in the FCSS Community School Program, the FCSS Community School Program will mail the student and his/her parents/guardians/responsible adults notice of the date to report to the school for intake. As part of the intake process, the student, the parents/guardians/responsible adults, and FCSS staff will develop an Individual Learning Plan ("ILP") for the student. In addition to addressing the student's academic plan, the ILP will include the goal of the student's return to the school district of residence after the expulsion term. The ILP shall be in addition to and will not replace or override any of the components of the student's Section 504 plan or IEP.

Referrals should be sent to:

FCSS County Community Program
Attention: Annabel Guerra and Tracy Klee
Violet Heintz Education Academy
4939 East Yale Avenue
Fresno, CA 93727
aguerra@fcoe.org
tklee@fcoe.org

# B. Transition Process from FCSS Community School Program

Enrolled students will attend the FCSS Community School Program for the remainder of the expulsion period. At least 30 days prior to the end of the expulsion term, FCSS shall provide the school district of residence and any referring agency of notice of transition of student back to the school district of residence. Within the last 30 days of the student's term of attendance in the FCSS Community School Program, FCSS will convene a transition meeting with at least the following invited to attend: the student, at least one of his/her parents/guardians/responsible adults, FCSS representative(s), and at least one representative of the student's district of

residence. Other collaborative partners may be invited to attend this meeting as well. Failure of any invited members, including, but not limited to, the district of residence, to attend this meeting will not prevent the meeting from moving forward. At this meeting, the team will review, and the district of residence will be provided with, a transition report indicating the reason for transition back to the district, transition recommendations, FCSS Community School Program attendance and the following:

- Information regarding the student's Section 504 plan or IEP status with relevant paperwork, including, but not limited to, the current Section 504 plan or IEP, developed while the student was enrolled in the FCSS Community School Program;
- Probation status;
- Dependency status;
- Discipline records;
- Student's progress toward meeting the FCSS Court and Community School high school graduation requirements, including any relevant information (e.g. adjusted graduation requirements or plan to be a fifth year senior) related to the student's graduation requirements pursuant to California Assembly Bills 1806 and 2306 for students who are homeless, foster youth, or have attended a juvenile court school;
- Attendance information;
- Immunization records;
- ELPAC (or alternative assessment) and Smarter Balanced Testing; and,
- Information from any Response to Intervention, multi-tiered system of support, and/or other general education interventions in which the student has participated in the FCSS Community School Program.

Failure of the district of residence to participate in this transition process will not prevent the student from being returned to the district of residence; the FCSS Community School Program shall have no obligation to maintain the student's attendance following date of exit for which the school district of residence is provided at least 30 days' notice. A school district of residence may take a student back prior to the end of the 30-day transition time period if it so chooses. If a student is enrolled for less than 30 days or is disenrolled by the district of residence prior to the 30-day notice time period, the district of residence will receive the transition report within five (5) business days of the student's disenrollment from the FCSS Community School Program.

If the school district of residence or referring agency believe it is appropriate to remove the student from the FCSS Community School program to return to the school district of residence but the FCSS Community School Program staff do not believe that it is appropriate for the student to return to the district of residence and the student should remain in the FCSS

Community School Program at the end of the expulsion term, this recommendation will be communicated to the district of residence and referring agency.

This process does not replace any other meetings and/or hearings (such as a readmission hearing) that may be convened by the student's district of residence. Any district of residence processes (such as a readmission hearing) should be scheduled and held by the district of residence prior to the FCSS Community School Program transition meeting described herein.

Once a student is transitioned or removed from the FCSS Community School Program for any reason by any entity for five (5) or more school days, including, but not limited to disenrollment by parents/guardians/responsible adults or incarceration in juvenile hall, the student will be deemed exited from the FCSS Community School Program. The student will not be able to return to the FCSS Community School Program without going through the referral process again. The FCSS Community School Program, however, will comply with all laws related to school of origin for foster and homeless students.

### C. Educational Services Provided to Expelled Students with Exceptional Needs

- 1. Consistent with state and federal law, a student with exceptional needs (who has a current IEP or Section 504 plan) may be expelled and referred by a school district for placement in the FCSS Community School Program. Enrollment in the FCSS Community School Program will be determined on an individual basis, and is dependent, in part, upon the appropriateness of placement and services available at the FCSS Community School Program to meet the individual needs of the student as stated in the current IEP or Section 504 plan as well as other factors described in Section II(A) above. As indicated above, a referral is not a guarantee of placement at the FCSS Community School Program. Districts may refer students with exceptional needs provided that:
  - a. all procedural safeguards regarding the discipline of students with special needs have been met, including, but not limited to a procedurally and substantively appropriate manifestation determination meeting;
  - the referring school district or agency has complied with all legal requirements regarding the education of special needs students, e.g., all procedural timelines have been met regarding annual/triennial reviews/assessments (Note: No students will be accepted if they have pending and/or overdue IEP/Section 504 plan assessments, meetings, etc. unless and until all timelines are brought current and/or are completed as specified on the referral form. This means that if anything is overdue or needs to be corrected, the referring school district or, if the student is being referred by an agency, the school district of residence must do so. Moreover, if an assessment is due within 60 days or less or an IEP team or Section 504 team meeting is due within 30 days or less, the referring school district or, if the student is being referred by an agency, the school district of residence must complete these processes.);
  - c, the requirements as stipulated in Education Code Section 48915.5 have been met;

- d. the referring school district or agency has completed a Community School Referral Form and has provided the required attachments and documents; and,
- e. an IEP or Section 504 team has determined that a referral for placement at FCSS Community School Program meets the student's needs per the current IEP or Section 504 plan.
- In accordance with the Fresno County SELPA Plan, any excess costs incurred in providing special education and related services to a student with an IEP shall be billed back to the school district of residence. Notification of the need for bill back will be provided and input from County school district superintendents will be sought prior to any bill backs that are not currently occurring.

All costs in excess of the average daily attendance ("ADA") recouped for the student with a Section 504 Plan shall be billed back to the school district of residence. Notification of the need for bill back will be provided and input from County school district superintendents will be sought prior to any bill backs that are not currently occurring.

- Prior to enrollment and attendance at the FCSS Community School Program, the district of residence shall be responsible for any and all requirements under state and federal law related to students with exceptional needs. Except for the excess costs referenced in Section (II)(C)(2) above and the IEP process referenced in Section (II)(C)(4) below, during the time period of the student's enrollment in the FCSS Community School Program, FCSS shall be responsible for any and all requirements under state and federal law related to students with exceptional needs except as provided for in Sections (II)(C)(4), (5) and (6) below. Except when stay put is ordered during a special education due process proceeding, whether the district of residence agrees with the student's transition back to the district or not, upon the date of transition noticed pursuant to Section (II)(B), Sections (II)(C)(4), (5), and (6) or Sections (III)(2), (3), and (6), the school district of residence shall be responsible for any and all requirements under state and federal law related to students with exceptional needs.
- 4. If FCSS receives an initial evaluation request for special education services or a Section 504 Plan for students in FCSS Community School Program, FCSS shall follow the FCSS school calendar in order to comply with state and federal law related to the initial evaluation request and any subsequent IEP or Section 504 team meetings. FCSS shall provide the district of residence with a courtesy-copy of the assessment plan when it is sent to the parents/guardians/responsible adults. FCSS shall conduct the initial evaluation. FCSS shall invite the District of residence to the initial IEP team meeting during which it will be considered whether FCSS Community School Program can provide the student with a free appropriate public education ("FAPE"). The district of residence shall attend this initial IEP team meeting or Section 504 team meeting and is responsible for being fully prepared to discuss the full continuum of placements and services at this IEP team meeting; any placement outside of FCSS's Community School Program shall be the responsibility of the district of residence. FCSS shall be responsible for this IEP or Section 504 Plan if the offer of FAPE remains in the FCSS Community

School Program; the district of residence shall be responsible for this IEP or Section 504 Plan if the offer of FAPE is in any other location or program.

- If at any time during a student's enrollment in the FCSS Community School Program it is determined by an IEP or Section 504 team convened by FCSS staff that placement in the FCSS Community School Program is no longer appropriate for a student, FCSS will provide the student's district of residence with 30 days' notice prior to transitioning the student back to the district of residence pursuant to Section (II)(B) above for an alternative placement. The district of residence shall convene an IEP or Section 504 team meeting prior to the end of that 30 day notice time period during which they shall offer a placement other than FCSS Community School Program. FCSS shall attend this IEP or Section 504 team meeting; but the district of residence shall bear all responsibility for this meeting, including sending notice to the parents/guardians/responsible adults.
- The FCSS Community School Program will convene any required manifestation determination meetings for students during their enrollment in the FCSS Community School Program. The school district of residence will be invited to, and shall attend, each manifestation determination meeting. Under such circumstances, despite not receiving 30 days' notice as required by (II)(C)(4) above, the school district of residence may need to come prepared to discuss a change in placement if the team determines that the student needs a change in placement or if the team determines that the student's interim alternative education setting ("IAES") placement (during a removal in excess of 10 school days or a 45-school day IAES) should be somewhere other than at the FCSS Community School Program. FCSS shall be responsible for this IEP or Section 504 Plan if the offer of FAPE or the IAES remains in the FCSS Community School Program; the district of residence shall be responsible for this IEP or Section 504 Plan if the offer of FAPE or the IAES is in any other location or program.

# D. High School Credits Awarded at FCSS Community School Program

- The referring school district or, if the student is referred by another agency, the school district of residence shall calculate and provide all credits earned by the student, including partial credits for the portion of the current semester attended in the school district, to FCSS Community School Program within two (2) business days of the student's enrollment in the FCSS Community School Program.
- The FCSS Community School Program awards credits to high school students in accordance with the rules and regulations governing court and community schools. If the student does not earn full credits, partial credits will be awarded by FCSS Community School Program for the time of attendance in the FCSS Community School Program.
- The school district of residence shall accept any and all partial credits awarded to the student by any school district or the FCSS Court and Community School Program.
- 4. FCSS Community School Program complies with California Assembly Bills 1806 and 2306 for students who are homeless, foster youth, or have attended a juvenile court school. Information regarding the student's status under these bills will be provided as

part of the transition report when the student leaves the FCSS Community School Program.

A student who completes the FCSS Community School Program graduation requirements during the term of their enrollment in the FCSS Community School Program shall be awarded a regular high school diploma by FCSS and will be exited from the FCSS Community School Program. This diploma shall be recognized by the student's school district of residence as a regular high school diploma. Parents'/guardians'/responsible adults' refusal of an FCSS diploma is cause for a 30-day notice of transition back to the district of residence pursuant to Section (II)(B) above.

## III. Gaps in Educational Services to Expelled Students

The school districts of Fresno County, in conjunction with the FCSS and FCSS Community School Program, offer alternative educational opportunities for students, including those students expelled from their district of residence. District community day schools authorized by Education Code Section 48660 and charter schools provide students with additional options. Through the countywide collaborative process, gaps have been identified in respect to providing educational services to expelled students. The identified gaps are listed below, along with suggested strategies for addressing the gaps.

1. Students referred to the FCSS Community School Program fail to attend intake.

County/District Strategy for Addressing this Gap. Currently, upon referral, students assigned to the FCSS Community School Program receive a letter instructing them to report to intake on a specific date and time. FCSS Community School Program staff will courtesy-copy the referring school district or agency on the notice of intake letter so that the referring school district or agency knows it has been sent; the referring school district or agency staff and FCSS staff will both telephone each family to remind them of the intake date and time. The parents/guardians/responsible adults of a student who fails to report for intake at the assigned time and location will receive a second letter that will also be courtesy-copied to the referring school district or agency. A student who fails to report for intake after the second letter will not be enrolled in the FCSS Community School Program. The parents/guardians/responsible adults and the referring school district or agency via courtesy-copy will then receive a letter notifying them they are no longer being accepted into the FCSS Community School Program and have been referred back to their district of residence for an educational program. FCSS shall have no responsibility for this student and he/she shall remain the responsibility of the referring school district or agency, including for any and all attendance and SARB proceedings that may result from failure to enroll in and attend the FCSS Community School Program.

2. Students referred attend FCSS Community School Program intake, but fail to attend class.

County/District Strategy for Addressing this Gap. Students who enroll but do not ever attend the FCSS Community School Program shall be disenrolled from the FCSS Community School Program after five (5) consecutive days of non-enrollment. FCSS shall have no responsibility for this student and he/she shall remain the responsibility of the referring school district or

agency, including for any and all attendance and SARB proceedings that may result from failure to attend the FCSS Community School Program,

Students will be considered enrolled in the FCSS Community School Program once they attend the first day of instruction following the FCSS intake. If this student subsequently fails to attend school at least 80% of the time, the school district of residence will be contacted for a joint effort to obtain student's at least 80% attendance at the FCSS Community School Program, including, for example: phone calls, emails, and text messages to the student's parents/guardians/responsible adults; home visits by FCSS Community School Program staff; home visits by district home-school liaisons; Probation Department intervention; Department of Family and Children Services intervention; and/or court intervention. Any and all SARB processes (including, but not limited to written notices) and proceedings shall be the responsibility of the school district of residence. FCSS Community School staff can assist in mailing any written SARB notices on behalf of the school district of residence and can participate in any SARB court processes; but, is not responsible for developing or initiating these processes related to truancy. Lack of at least 80% attendance may also be cause for a 30-day notice of transition back to the district of residence pursuant to Section (II)(B) above.

3. <u>Lack of confirmation of enrollment at a new school for students dis-enrolling from FCSS Community School Program.</u>

County/District Strategy for Addressing this Gap. When a student leaves the FCSS Community School Program for any reason, the FCSS program registrar will contact the student's school district of residence and, if applicable, the referring agency to advise them of the change, including if the student is incarcerated in juvenile hall or intends to enroll in a charter school. Once a student leaves FCSS Community School Program, he/she will no longer be the responsibility of FCSS Community School Program for any reason. FCSS Community School Program will provide the district of residence with the transition paperwork referenced in Section (II)(B) above within five (5) business days, but, no 30-day time period will apply.

4. Fresno County is a large county with remote districts. Distances between districts and the county program sites make it difficult for some students to participate in programs for expelled students offered by FCSS, charter schools, and/or other districts.

County/District Strategy for Addressing this Gap. Remote districts within Fresno County may develop a community day program, or work with FCSS to provide a program for their expelled students. Districts may choose to form a consortium with the consultation of FCSS and create a program of school district-shared costs.

5. Due to the small number of grade K-6 students expelled and the legal requirement that such students be served in a separate program, service delivery can be problematic.

County/District Strategy for Addressing this Gap. Such instances will be addressed on a case-by-case basis, considering district and/or the FCSS Community School Program resources. Districts may consider operating their own K-6 community day school programs or form a consortium with consultation of FCSS to create a program of school district-shared costs and space.

6. Students fail to meet policies/procedures of the FCSS Community School Program after several interventions.

County/District Strategy for Addressing this Gap. Students who fail to meet the rules of the FCSS Community School Program will be provided with information about and may be, with the written consent of parents/guardians/responsible adults, voluntarily enrolled in a FCSS-operated independent study program with the goal of returning the student to the classroom as soon as possible. However, students who are not successful in the FCSS Community School Program may also be referred back to their school districts of residence through the transition process described in Section (II)(B) above rather than being enrolled in the FCSS Community School Independent Study Program. Students who are eligible for special education or a Section 504 plan who fail to meet the rules of the FCSS Community School Program will not be enrolled in a county-operated independent study program unless it is determined to be an appropriate placement by the student's IEP or Section 504 team.

IV. District Level Behavioral Intervention Approaches: Options to Minimize Number of Suspensions Leading to Expulsions and Expulsions Ordered; Support for Students Returning to Home Schools following Expulsion

Districts shared behavioral intervention strategies employed prior to expulsion and referral to the FCSS Community School Program. Those strategies include:

Advancement Via Individual Determination (AVID): The AVID program targets students in the academic middle who have the desire to go to college and the willingness to work hard. AVID places academically average students in advanced classes and provides them with an elective class designed to prepare them to succeed in rigorous curricula, enter mainstream activities in school, and increase their opportunities to enroll in four-year colleges.

**AAMI-African-American Male Initiative:** AAMI is a specialized AVID program focusing on High School African-American males. Its emphasis is on exposing participants to college life and directing their sights to earning a college degree.

Assertive Discipline in the Classroom: Assertive discipline is a structured, systematic approach to classroom discipline designed to assist educators in running an organized, teacher-in-charge classroom environment.

ATOD Intervention Program and Liaison: The ATOD program is centered on creating an environment conducive to academic success and wellness. It is geared for students with alcohol, drug or tobacco offenses on campus and/or those identified as at risk for substance abuse.

Behavioral Office: The Behavioral Office assists families in solving concerns that may affect the safety and well-being of their children. Solutions are geared toward finding the most appropriate school placement with an emphasis on sustaining healthy communication and problem solving at a student's current school of attendance. Direct services include: safety placements to schools other than the current school of attendance; administrative school placements to ensure school/resource alignment; support to school administrators in determining appropriate consequences for behavior utilizing Behavior Matrix; utilizing a Multidisciplinary

Team as a means to identify alternatives for mitigating disruptive and/or dangerous behaviors exhibited by children in grades K-6; access to other interagency support systems such as Youth Court, counseling services and mentors; and mediation as necessary to improve communication between school and family.

Cara y Corazón: Cara y Corazón is a culturally based family strengthening /community mobilization program that assists parent and other extended family to raise and teach their children with a positive bicultural base (3-day training).

**CHAMPs Classroom Management:** The overall goal of the CHAMPs classroom management system is to develop an instructional structure in which students are responsible, motivated, and highly engaged in the specific task at hand. More particularly, the teacher's goal is to teach students directly how to be successful in specific class situations.

Character Education Program: Character development programs that focus on creating a positive school climate while helping students achieve social and emotional learning goals, improve academics, assist teachers with classroom management skills, and reduce incidents of bullying and misbehavior.

Check-in Check out - Students check in with the Transition Team on Monday and Thursday mornings. They receive positive interaction with an adult before starting the week. As they go through the day, they must periodically check in with each teacher and ask them to fill out the online student evaluation. The evaluation consists of the following categories: classroom behavior, attendance, work completion, and attitude. There is also a section for teachers to leave constructive comments and positive praise for students. On Thursdays, when students check out, they receive a print out of the weekly evaluation form. The Transition Team then uses the feedback to help the student with any areas of concern and praises them for their accomplishments of the week.

Child Welfare & Attendance Specialists: Serving students districtwide, CWA focus on supporting students with chronic attendance issues and connecting them to community and site based resources to improve attendance and behavior.

Collaboration Team: The Collaboration Team includes the school psychologist, school social worker, school counselor, counseling groups focusing on social skills.

**Behavior Intervention/Support Plan:** Behavior intervention/support plans are individual plans specialized to support a student's classroom success. A multi-disciplinary team, including the parent, develops the plan collaboratively.

El Joven Noble: El Joven Noble is a comprehensive indigenous based, youth leadership development program that supports and guides youth through their "rites of passage" process while focusing on the prevention of substance abuse, teen pregnancy, relationship violence, gang violence and school failure. There are two phases of training and curriculum, base-training (Hombres Jovenes con Palabra, 3-day training) and advanced-training that includes youth leadership development curriculum (5-day training).

Girl Talk: This program assists young teenage girls to build self-esteem, develop leadership skills and recognize the value of community service.

Individualized Education Program (IEP) Team Meetings: IEP team meetings provide a multi-disciplinary approach to addressing behavior for students who are eligible for special education.

Interagency Child Empowerment Team (ICET): The ICET provides a multi-agency comprehensive review of elementary students (K-6) who may eventually be referred for expulsion. The main purpose of the ICET is to assist in providing interventions to the student and his/her family so the student can be successful at school. The ICET consists of representatives from the school district, Department of Social Services, Fresno Police Department, and Department of Prevention and Intervention.

Intervention programs: The districts reported various community agencies which collaborate and use a team approach to reduce drug, alcohol usage, and non-productive behaviors. The goals of the collaborative teams approach are to improve student attendance, grades, behavior, and graduation rates. Eminence, Prodigy, Promesa, and Westcare are being utilized in the county but we are not limited to them.

Involuntary Transfers: Students are transferred to a continuation or community day school.

Link Crew: Link Crew develops student mentors for middle and high schools who work to create positive, healthy, educational campuses.

Men's Alliance and Women's Alliance: The mission of the Men's and Women's Alliance is to facilitate the development of personal behavior and academic skills that will lead students to success in the classroom, in their career and in their adult lives. The program's strategies include: leadership development, mentoring and academics to empower students to become self-sufficient learners and adults, increase coping skills and lessen negative behaviors that lead to suspension and expulsion through training; academic opportunities to support student learning, extracurricular opportunities aligned to career, college and post-secondary options, and develop positive relationships with peers and adults through the fostering of self-awareness and respect.

Mentoring: Includes individual, group, e-mentoring and specialized mentoring services. Mentees meet with mentors at school, after school and in community programs with a goal of improving student well-being and school success.

Middle School Social Emotional Support Specialist: focusing on providing individual and group intervention for at risk students in our comprehensive middle school sites.

**Opportunity Programs:** The Opportunity Program provides a supportive environment with specialized curriculum for students who are habitually truant, irregular in attendance, insubordinate, disorderly while in attendance, or unsuccessful academically.

**Peer Mentoring:** High School Mentors and Junior High Mentees are matched in 1-on-1 partnerships designed to improve the students' academic performance and school connectedness. Includes a service learning component.

Positive Behavioral Interventions and Support (PBIS): Is a proactive, multi-tiered behavior framework that, when implemented well, can establish positive social learning environments. The model emphasizes implementation of evidence-based practices by defining, teaching, and acknowledging student behaviors. The tiered framework builds a continuum of positive behavior support for all students in instructional and non-instructional settings. Schools and educational organizations (including alternative and community day schools), establish school-wide systems of support (Tier I), targeted interventions (Tier II), and individual systems of support (Tier III) that improve the well-being of children and youth by making problem behaviors less effective. An essential feature of SWPBIS is the use of data for decision-making and self-assessment of adult's efforts towards action planning and effective implementation on an ongoing basis.

**Project Success:** Project Success is a program designed to teach middle and high school students how to take positive steps towards healthy life goals.

Restorative Practices: A model for building, affirming and repairing the networks of relationships that are central to learning. The transformational shift from the traditional school discipline and culture paradigm moves staff away from many approaches which aren't reaching the outcomes we want for our students socially, emotionally or academically. A restorative approach to discipline places primary focus on the people and relationships that are impacted when a rule is violated, as opposed to just the rule itself. It follows a consistent process where everyone impacted by wrong-doing is given an opportunity to share their voice and participate in seeking solutions and making things as right as possible. For the student who did the harm, the process has them take greater ownership for their actions and the responsibility for making repairs.

Restoring Learning Environment Counselors (RLE Counselors): RLE Counselors work closely with district crisis response teams and school sites to address cultural barriers to achievement for Hmong students of all grade levels. This proactive prevention program provides socio-educational individual/group, consultation, case management, and cultural intervention services. RLE counselors also provide a transition/social educational program for incoming 9th grade Hmong students.

Student Against Destructive Decisions (SADD): This group meets twice a week during lunch to discuss alternatives to destructive decisions. These students also counsel other students away from making destructive decisions.

Safe and Civil Schools and Bullying Prevention Initiatives: A system-wide approach to developing behavior management strategies, learning effective classroom management strategies, implementing positive behavior supports and Response to Intervention (RTI), and designing and implementing a school improvement plan.

**Safety Placements:** The goal of a safety placement is to allow a student to transfer school sites at the middle and high school levels when the student experiences harassment or has a sense of being unsafe at the home school site.

**Safe School Ambassadors:** Safe School Ambassadors focuses on preventing bullying and violence by training students in nonviolent communication and intervention skills to stop bullying and violence among their peers. The program builds leadership skills and empowers students to prevent violence on their own campus.

School Academies: This approach to school organization breaks high schools into grade level academies, e.g., freshmen, sophomore, junior and senior level academies. Each academy is staffed with a counselor, social work intern, intervention specialist, and administrator. The academy staff knows and understands the needs of each student, and ensures the provision of services.

School Attendance Review Board (SARB): The SARB is comprised of representatives from various school sites and includes school district personnel, probation and the courts who come together with families to put together a plan to improve attendance and behavior with a goal of reducing the expulsion rate. SARB's focus is to assist parents/guardians/responsible adults and students to recognize and eliminate the barriers that inhibit regular attendance.

**School Social Workers:** Provide Social Emotional Support in group and individual settings. Social Workers also provide suicide prevention, intervention and postvention services.

Second Step K-2, 7-8: Second Step is a violence-prevention program that focuses on developing social-emotional skills for children in preschool through eighth grade with the goal of improving academic success.

Section 504 Team Meetings: Section 504 team meetings provide a multi-disciplinary approach to addressing behavior for students who are eligible for such a plan.

Student Study/Success Teams (SST): The SST process emphasizes that early intervention for struggling students is a function of the general education program. The SST is a school-based problem solving team composed primarily of general educators who provide support to teachers to improve the quality of the general education program and reduce the underachievement of students. An SST is a "think-tank", a peer support group, or a forum for structured and routine focus on addressing student needs. The intervention team is a common sense approach that offers a systematic process to successfully close the gap through which students have traditionally fallen. The team is not so much a "new" service, but rather it builds on existing services and efforts in order to upgrade the school's ability to respond effectively to student needs. The SST has a vital role in creating a high achieving school as expressed in the following goals: 1) enable teachers to teach students more effectively, 2) enable students to acquire academic and social competencies, achieve standards, become independent learners for life, and 3) create a collaborative culture among all staff.

Suicide Prevention Training: Suicide prevention training teaches best and evidence-based suicide prevention practices, warning signs for youth suicide, prevention and postvention principles, how to reintegrate a student after a suicide attempt, dealing with traumatic loss, risk factors for youth suicide, how to assess a youth at risk, how to work with parents of a youth at risk, creating safety contracts for youth at risk, and contagion.

**Support Intervention (SI):** Groups last 8 weeks and include topics such as teen issues, anger management, grief and loss, divorce, and other topics as needed. Students are recommended for the groups by certificated staff, classified staff, or parents/guardians/responsible adults.

School Transition Services (STS): Transitional Team Members support students moving to Alternative Education Sites as well as support their return back to a comprehensive site.

Time To Teach: Is an evidenced based classroom management model which uses practical, proven, and powerful strategies.

**Transition Program:** Designed for students that require social emotional support during the day. Students can be served in the transition classroom for three period or less.

**Xinachtli:** Xinachtli is an indigenous, culturally based female rites of passage program that provides a supportive process for young girls to develop identity, life skills, and support system (3-day training).

Youth Court: Youth Court is a diversion program for students who are first-time offenders. It was developed as an alternative to the juvenile justice system. Juvenile cases are heard on high school campuses where the Youth Court functions primarily as a sentencing body and does not determine innocence or guilt. Youth Court enables high school students to learn more about the justice system and play an active role in promoting acceptable "safe school" standards for student behavior. Youth Court paves the way for early intervention and prevention by taking steps to redirect negative student behavior and prevent the occurrence of more serious crimes. The interagency partners charged with implementing the program include the Fresno County Superior Court, Fresno County Probation, and the Fresno Police Department.

# V. Alternative Placement for Students who Fail in District Community Day Schools

Students who have been placed in a district community day school, but fail to meet the terms or conditions of their rehabilitation plan or who pose a danger to other district students may be referred to another district's community day school program or to FCSS Community School Program. These programs will then proceed with their referral processes to see if they will accept this student.

# VI. District Responsibilities

In accordance with Sections 48916 and 48916.1 of the Education Code, the school district of residence will be responsible for: 1) recommending a rehabilitation plan for expelled students; 2) ensuring that an educational program is provided to expelled students; and 3) complying with the state reporting requirements.

# VII. Suspension and Expulsion Data\*

Fresno County	2014-15
Enrollment	207,818
Students	
suspended	11,437
Suspension rate	
	5.5
Students	350
Expelled	
Expulsion Rate	
	0.2

<sup>\*</sup>Most recent data available from the California Department of Education.

This data indicates that, due to the interventions listed in Section VI above, suspensions and expulsions are on the decline in Fresno County. Expulsions have reduced by 50% and suspensions by 1.4%. The FCSS and County school districts have a history of developing programs, services, and academic events that encourage development and achievement starting with the youngest learners in pre-school, as well as students in grades K-12. The FCSS and County school districts continue to pursue opportunities to meet the needs of our diverse leaners as we prepare them for the global market place.

For additional information regarding FCSS Community School Program, contact:

FCSS County Community Program Tracy Klee Violet Heintz Education Academy 4939 East Yale Fresno, CA 93727 tklee@fcoe.org

## Appendix A: Relevant Education Codes

# Cal Ed Code § 48926 County plan for educational services to expelled pupils

Each county superintendent of schools in counties that operate community schools pursuant to Section 1980, in conjunction with superintendents of the school districts within the county, shall develop a plan for providing education services to all expelled pupils in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each county superintendent of schools, in conjunction with the superintendents of the school districts, shall submit to the Superintendent of Public Instruction the county plan for providing educational services to all expelled pupils in the county no later than June 30, 1997, and shall submit a triennial update to the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.1, on June 30th thereafter.

# Cal Ed Code § 48916.1 District to ensure provision of educational program for expelled pupils; Data and reports

- (a) At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. Except for pupils expelled pursuant to subdivision (d) of Section 48915, the governing board of a school district is required to implement the provisions of this section only to the extent funds are appropriated for this purpose in the annual Budget Act or other legislation, or both
- (b) Notwithstanding any other provision of law, any educational program provided pursuant to subdivision (a) may be operated by the school district, the county superintendent of schools, or a consortium of districts or in joint agreement with the county superintendent of schools.
- (c) Any educational program provided pursuant to subdivision (b) may not be situated within or on the grounds of the school from which the pupil was expelled.
- (d) If the pupil who is subject to the expulsion order was expelled from any of kindergarten or grades 1 to 6, inclusive, the educational program provided pursuant to subdivision (b) may not be combined or merged with educational programs offered to pupils in any of grades 7 to 12, inclusive. The district or county program is the only program required to be provided to expelled pupils as determined by the governing board of the school district. This subdivision, as it relates to the separation of pupils by grade levels, does not apply to community day schools offering instruction in any of kindergarten and grades 1 to 8, inclusive, and established in accordance with Section 48660.
- (e) (1) Each school district shall maintain the following data:
  - (A) The number of pupils recommended for expulsion.
  - (B) The grounds for each recommended expulsion.
  - (C) Whether the pupil was subsequently expelled.
  - (D) Whether the expulsion order was suspended.
  - (E) The type of referral made after the expulsion.
  - (F) The disposition of the pupil after the end of the period of expulsion.
  - (2) The Superintendent may require a school district to report this data as part of the coordinated compliance review. If a school district does not report outcome data as required by this subdivision, the Superintendent may not apportion any further money to the school district pursuant to Section 48664 until the school district is in compliance with this subdivision. Before withholding the apportionment of funds to a school district pursuant to this subdivision, the Superintendent shall give written notice to the governing board of the school district that the school district has failed to report the data required by paragraph (1) and that the school district has 30 calendar days from the date of the written notice of noncompliance to report the requested data and thereby avoid the withholding of the apportionment of funds.

(f) If the county superintendent of schools is unable for any reason to serve the expelled pupils of a school district within the county, the governing board of that school district may enter into an agreement with a county superintendent of schools in another county to provide education services for the district's expelled pupils.

ISSUE:)	Presented to the Board is a new Kingsburg High School Club Charter Catholics In Action (C.I.A.) with the purpose to serve the community, Kingsburg High School and support other clubs on campus by being involved with charitable services, fundraising activities and assisting with community needs.
ACTION:	Approve or deny the new Kingsburg High School Club Charter – Catholics In Action (C.I.A.).
RECOMMENDATION:	Recommend approval
FOR BOARD ACTION:  Motion  Nagle:Thomsen;J.	SecondVote ackson:Lunde:Serpa:

# KINGSBURG HIGH SCHOOL CLUB CHARTER



The A.S.B. Government of Kingsburg High School has approved the Catholics In Action application for Club Charter. Once the Principal, Superintendent and School Board of Trustees approve the above club, this charter goes into effect. This permits the Catholics In Action to use school facilities for their meetings and events, this permits them to use the school paper, bulletin, school bulletin boards for advertising and publicity purposes.

To maintain their charter and official recognition as a school club they must follow the following regulations set up by the Kingsburg High School Associate Student Body:

- Membership in the club must be restricted to registered students of Kingsburg High School.
- 2. A faculty sponsor must be present at all meetings.
- 3. Must maintain the proposed objective of the club.
- 4. Fulfill the proposed service to the school.
- 5. Provide an accurate and orderly accounting report
- 6. Send an up to date list of members to the Director of Activities by November 1<sup>st</sup> of each year.

If you, <u>Catholics In Action</u>, fail to abide by the regulations set up, your club may have its charter and privileges as a school club suspended or revoked for such a period of time as recommended by the A.S.B. Government of Kingsburg High

School.	
Jone Com	10/17/17
Director of Student Activities  KHS Principal	Date 10-24-17
KJUHSD Superintendent	Date
Board approval or denial on	
(circle the action taken)	Date

#### HOW A CLUB IS ORGANIZED AT KINGSBURG HIGH SCHOOL

Before a club exists and be recognized by the Student Body, it must present the following information to the Student Council, through the Director of Student Activities; and then complete the process set forth:

- 1. A statement indicating the reason for the club's existence. What purpose does the club fulfill?
- 2. The club must perform service to the school. Therefore a description of the specific service the club intends to perform must be submitted: for example; taking tickets and organizing school assemblies' responsibility for campus cleanliness, sponsoring campus wide recycling, etc...
- 3. A proposed list of charter members
- 4. A proposed Constitution (see example)
- 5. A prospective (staff) club sponsor should be approached by the students. if he/she gives their consent, the sponsor's name must be submitted.
- 6. A representative from the proposed club should contact the Student Body President or ASB Advisor to present the proposed Charter and Constitution the Student Council for approval.
- 7. The Director of Student Activities will be available to assist all club sponsors and members as needed.
- 8. Once the proposed club has been approved by the Student Council the application will be submitted to the school Principal, Superintendent and the Kingsburg Joint Union High School Board for final approval.

Should this club fail to have regular meetings (at least once a month during school year, or the Club fails to maintain financial activity for more than 9 months, this Club shall be deemed inactive. If this Club has been deemed inactive, any remaining funds in the Club's ASB general ledger account shall be transferred to the General ASB after approval from the administration.

## KINGSBURG HIGH SCHOOL

# APPLICATION FOR CHARTER - CLUBS

Proposed name of club CIA (CAMOLICS IN ACTION)
Purpose or objectives The purpose of this organization shall be to relate all students the role of promoting student involvement in the composition of kings burg thigh school, our community of the nation.  Service to the School To initiate constructive programs by
educational, social & other activities.  Requirements for membership
Amount of dues, if any
Frequency of meetings no loss than Greenlerly Signature of Sponsor Diana Gomez
Signatures of ten or more prospective members on back.
ACTION TAKEN:  Charter granted by Student Council on 1017 17 (D.D.)  Date
Charter deniedreason

Meeds Principal Supt. & Board Approval

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# The Articles for Catholic's In Action (CIA) Club

#### Article 1- Name and Purpose of Club

Section 1 – Name: The name of the club shall be the "Catholic's In Action (CIA)."

Section 2 — Purpose: The purpose of this organization is seeking to put God's love into action. CIA brings students both Catholics and non-Catholic alike to serve our community, Kingsburg High and support other clubs on campus by being involved with acts of kindness, charitable services, fundraising activities, assisting with community needs and other activities.

#### Article 2 Membership

Section 1- Any student currently enrolled at Kingsburg High School wishing to join The Catholic's In Action Club are eligible for membership.

Section 2- Attendance Requirements: The CIA requires meeting participation/attendance to be eligible for Field Trips and Scholarships.

Section 3 – A member who has missed three regular or committee meetings in a row or six meetings in a semester shall be put on probation. The terms of this contract period shall be worked out by the executive officers and the Advisor. If the contract is broken, the student shall be suspended for the remainder of the school year.

#### Article 3- Officers

**Section 1-** Officers: Officers shall be the President, Vice President, Treasurer, Student Representative and Secretary of the CIA Club.

Section 2- Qualifications of Officers: A candidate for office must be a member in good standing. In addition starting the 2017-2018 School year a candidate must be a member for at least one year before running for office. Candidates must fill out the "Intent to Run for Office form".

**Section 3-** Election of Officers: The election of officers will occur at the end of each school year (May) and each elected officer shall serve their term for one full year. During the times of election, those members in attendance will elect officers by majority vote.

#### **Article 3- Duties of Officers**

**Section 1-** Attendance at Meetings: Officers must attend every meeting of the CIA Club unless excused by Advisor.

Section 2- President: The president shall preside over meetings, call special meetings of the officers when required, and may sign letters, reports, requests for checks or purchase orders and other communications (upon approval of advisor).

**Section 3-** Vice-President: The Vice-President shall substitute for the President in his absence and shall perform other duties which may be assigned by the President. The Vice-President

may also be required to attend Student Council Meetings when the Student Rep is not available.

Section 4- Secretary: The secretary shall keep minutes of each meeting, record all activities, and keep attendance to ensure sufficient exchange of information. The Secretary will type up the minutes and will e-mail the typed minutes to the Advisor and President within 48 hours of the meeting. The Secretary will sign his/her minutes in ink and file in the D3 Club Binder that is held in the Advisors Office.

Section 5 – Treasurer: The Treasurer will keep all financial records and report to the advisor and club members current budget and spending issues at each meeting.

#### Article 5 - Removal of Officers

Section -1 – Removal: An officer may be removed from office by a two-thirds majority vote of club members in attendance of meeting for which voting takes place, or by direct action of the advisor should such action be deemed worthy. An officer elected for removal shall receive written documentation in regards to delinquencies for which the officer is to be removed.

## Article 6- Vacancy in Office

**Section 1-** In case of a vacancy of the President, the Vice-President shall fulfill the position as President. In all other vacancies, there will be a special election held to elect new members to fill any and all vacant positions.

#### Article 7- Loss of Membership

**Section 1-** Decision of Club Members: a person may lose membership in the CIA Club in the following cases (1) lack of participation (2) failure to meet the attendance requirement.

**Section 2**- Decision by the Advisor: A person may lose membership at the discretion of the Advisor where, in the opinion of the Advisor, that persons continued membership would be detrimental to the CIA Club.

#### Article 8 - Activities

**Section 1-** Activities: the CIA Club will offer a variety of activities including: fund raisers, Field Trips, 1-2 meetings per month, guest speakers, and work with other clubs on campus as appropriate.

**Section 2-** Eligibility for participation: in order to participate in activities that require travel, a person must be a recognized member of the club, must have attended the required meetings or have the permission from the advisor.

Nagle: Thomsen:	Jackson Lunde:	Serpa::
Motion	Second	Vote
FOR BOARD ACTION:		
RECOMMENDATION:	Recommend approval	
	CTI Group, Inc. relating to	Emergency Notification System.
ACTION:	Approve or deny Amendm	ent No. 1 to Contracts with Global
	relating to Emergency Not	ification System.
ISSUE:	Amendment No. 1 to Cont	consideration and approval of racts with Global CTI Group, Inc

#### AMENDMENT NO. 1

This Amendment No. 1 ("Amendment") is entered into by and between the following parties, each a "Party" and collectively the "Parties," and amends, effective November 13, 2017 ("Amendment Effective Date"), the contracts attached hereto as <a href="Exhibit A">Exhibit A</a> (collectively "Contracts"):

Global CTI Group, Inc. ("Contractor") Attn: David Kaiser, President, CEO 5329 Office Center Court, Suite 200 Bakersfield, CA 93309

Phone: (661) 323-7553 Email: dkaiser@gcti.com

Kingsburg Joint Union High School District ("District") Attn: Don Shocmaker, Superintendent 1900 18<sup>th</sup> Avenue Kingsburg, CA 93631

Kingsburg, CA 93631 Phone: (559) 897-7721

Email: dshoemaker@kingsburghigh.com

#### **RECITALS**

- A. Whereas, District contracted to procure goods and services from Contractor in accordance with the terms and conditions of the Contracts and in consideration for payment of \$240,382.55 to Contractor.
- B. Whereas, pursuant to Public Contract Code section 20118, the governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district and there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of personal property, may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms and conditions that are available to the public corporation or agency under the contract.
- Whereas, the Kern County Superintendent of Schools ("KCSOS"), after competitive bidding, awarded and entered into certain contracts with Contractor for the purchase of certain personal properties, which contracts permits purchases by other public agencies pursuant to Public Contract Code section 20118. The KCSOS and Awarded Vendor Agreements without attachments, Bid No. 528103, are attached hereto as part of <a href="Exhibit A">Exhibit A</a>.
- D. Whereas, pursuant to Public Contract Code section 20111, the governing board of a school district is not required to conduct competitive bidding before letting any contract for non-construction services or purchase or lease of goods where the expenditure is equal to or less than \$88,300.
- E. By this Amendment, the Parties desire to delete "Schedule A Activate Emergency Notification System," containing a proposal date of June 14, 2017 and attached hereto as part of <a href="Exhibit A">Exhibit A</a>, and replace it with "Schedule A Activate Emergency Notification System" attached hereto as <a href="Exhibit B">Exhibit B</a>.

#### SCOPE OF AMENDMENT

- 1. The Parties hereby agree to delete "Schedule A Activate Emergency Notification System," reflecting a total expenditure of \$240,382.55 and attached hereto as part of Exhibit A, and replace it with "Schedule A Activate Emergency Notification System" ("Amended Schedule A") attached hereto as Exhibit B. Revised Schedule A reflects a total expenditure of \$240,382.55, which consists of the following:
  - 1.1 \$154,685.58 for the purchase of the personal properties specified in Revised Schedule A, which purchase is made pursuant to Public Contract Code section 20118 based on the contracts entered into between Contractor and KCSOS ("Piggyback Purchase").
  - 1.2 \$85,696.97 for the purchase of the personal properties and procurement of the non-construction services specified in Revised Schedule A.
- 2. By its approval of this Amendment, the Board of Trustees of the District finds and determines it to be in the best interest of the District to purchase through the Contracts and this Amendment the Piggyback Purchase directly from Contractor pursuant to Public Contract Code section 20118, and authorizes the District's Superintendent or his designee to execute this Amendment and take such actions as may be necessary or proper to effectuate the purchase of the specified personal properties and procurement of the specified non-construction services.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Amendment, the Parties hereby enter into this Amendment. This Amendment and the amendments set forth herein are effective commencing on the Amendment Effective Date stated above. Except as stated in this Amendment, all terms and conditions of the Contracts shall remain in full force and effect in accordance with the terms and conditions stated therein and all terms used in this Amendment shall have the same meaning as in the Agreement. If any provision of this Amendment conflicts with any provision of the Agreement, the provision of this Amendment shall govern. Each person executing this Amendment on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Amendment.

CONTRACTOR		DISTRICT		
Ву:	David Kaiser, President, CEO	By:		
//				



# EXHIBIT A

[Attach existing contracts]



# KINGSBURG JUHSD PROJECT SCOPE OF WORK

June 14, 2017

## **OVERVIEW**

## 1. Project Background and Description

Kingsburg Joint Union High School District has rendered the services of Global CTI to provide an integrated Emergency Mass Notification System - ACTIVATE. The District needs to provide comprehensive notification with real-time alerting capability district-wide. The unified system will provide multiple communications channels for sending and receiving afterts as quickly and as enaity possible. Since the District already has a Cisco IP Telephony System and an analog PA system, they are looking to leverage this technology integrated with Global CTI's ACTIVATE solution.

The Installation will be at the Campus located at 1900 18th Ave., Kingsburg, CA 93631.

The Client Contact is:

Ben Lane – Director of Information Technology (559) 897-5156

blane blan

Additionally, Global CTI will provide professional services for the configuration and implementation of the equipment stated in the Schedule-A as per the three (3) location diagrams (IP Speakers, Beacons & Strobes, Paging Horns).

#### 2. High-Level Requirements

The new Emergency Mass Notification System will include the following:

- The ability to leverage the Claco IP Telephony system to initiate emergency mass notifications
- The ability to initiate emergency mass notifications via a mobile app
- The ability to provide a comprehensive unified emergency mass notification system that can be used to alert
  the compus community both quickly and easily via audible and visible alerts.
- Provide a new clock and bell system
- Leverage existing external PA speakers where possible
- Augment PA coverage area as necessary

## 3. Project Scope

Global CTI will assigned a project manager to act as a single point on this project as it relates to task assignment, scheduling, change requests and resource coordination. Global CTI will complete this implementation in a manner whereas certain tasks and activities will be performed by Global CTI remotely and other tasks will be performed by resources onsite.

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- Activate Design and Documentation ~ Global CTI Project toam will schedule a remote Audio/Web Conference
  with selected KJUHSD representatives to design and document server and workstalion requirements, IP
  Addressing, Bell Schedules and Alort Notification design.
- Server Ready and Build KJUHSD will provide two (2) Windows servers (see Adivate server and Infrastructure requirements doc) in their VMware environment; one for Alertus and one for SynApps. The Global CTI Engineer will install and configure the software either remote or ensite at the discretion of the project team.
- Onsite Installation and Connectivity Testing Global CTI Engineers will install all remaining hardware
  components and test connectivity to include new ampliffer herdware, paging relay interface units, clock
  speakers, paging horns, alert beacons and strobes. This project assumes Global CTI will be connecting new
  components on the included Schedule A.
- CAT 6 Cabling Global CTI will provide new CAT6 cabling, terminated, tested and labelled for all end points
  provided in the Schedule A. Additionally, Global CTI will provide thirty-three (33) CAT6 cables run to specified
  locations for IP Cameras. The IP Camera CAT6 cable runs are to be along the same path as existing beacons,
  speakers and/or horns. Cabling for IP Cameras will be installed and a service loop provided at each and for
  customer termination. IP Cameras will also be mounted by KJUHSD.
- Global CTI engineer will, prior to go-live, provide system administration training to selected client representatives
  on how to maintain, test and administer the Activate solution to include:
  - Creating new and modify existing bell schedules & Create new and modify Activate alert notifications
- Activate Go-Live Testing and Acceptance On a predetermined and agreed upon date, Global CTI Project Team
  along with selected client representatives will perform Live Activate Alert Notification drills to ensure the proper
  alerts are notifying the appropriate and designated recipients. Upon successful testing, this milestone would be
  considered the Acceptance of Project Completion.

#### 4. Deliverables

- Provide a Project Manager to act as the Client's Slugle Point of Contact for the project
- Cutover new system as agreed upon with Client
- Provide a formal change control process and document for any additional work required outside this scope
  of work
- ◄ Perform a formal Client Handoff
  - > Review with Client upon successful completion of the project

## 5. Client Responsibilities

- Designate a Single Point of Contact for the GCTI Project Manager to work on project
- Provide access to sites and equipment as appropriate
- · Provide racks, powered patch panels, power, communication links etc...
- Provide Windows 2012 Servers or VMWare for Activate Applications
- Provide required information for GCTI Engineers to perform the installations
- Provide V-LAN Segmentation for voice
- Provide LAN information necessary Ethernet ports, static IP addresses, and other network information for successful integration of the solution into existing network
- Provide DHCP for assignment of dynamic IP addresses for IP Telephones
- Provide SIP Integralion into the Cisco IP phone system
- · Provide detail floor/building plans

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## 6. Specific Exclusions from Scope

- PoE data switches required to power Alad Beacons, IP Speakers and Zone Controllers
- · CATS cable terminations for IP Camera locations
- Mounting of IP Cameras
- Cutting in of any new holes for new clock speakers
- Trenching, conduits and any other C10 required work

#### 7. General Assumptions

- Resources from other Global CTI offices and/or subcontractors will be utilized, as needed, to provide a full acops of technical expertise.
- Additional charges to the Client may apply for items not specifically provided for in this Scope of Work.
- · Global CTI is responsible for the performance or quality of third-party vendors.
- Resources and stuffing from the Client and Global CTI must be committed for the duration of the project.
- Engineering and/or design changes made by the Client after project initiation may affect the agreed-upon project schedule and will require a project review to determine impact and schedule requirements.
- The quality of a VoIP call depends on many factors, including network traffic, LANWAN engineering (i.e. setting up Quality of Service (QoS) across a network, and the type of CODEC'S being used (C.72a, G.711, etc.), and network carrier facilities. Business voice quality can be achieved with proper engineering and design. (QoS) cannot be guaranteed over the public Internet, Global CTI will not be reaponsible for poor quality of voice if the client elects to utilize the Public Internet for VoIP applications.
- In order for VoIP quality to austain acceptable levels, ptease note that Global CTI recommends customers to
  maintain SLA's with fluid network services provider for WAN services. Global CTI cannot be hald responsible
  for voice quality issues over less than adequate networks, Below is a let of maximum network variables that
  must not be exceeded:
  - > Network Delay maximum 180ms one-way between endpoints
  - > Network Jitter <20ms between endpoints
  - > Packet Loss maximum 1% between endpoints
    - The network service provider should provide documentation of these parameters in order to verify these guidelines are being met for WAN pervices

#### 8. Restrictions

All work to be performed under this Scope of Work will be done Moriday – Friday between the hours of 8:00 am and 5:00 pm, with the exception of the cutover, which will occur after hours in order to minimize downlime and customer support.

Scope is limited to the assessment outlined in the Project Scope,

If the GCTI Engineer arrives on-site and Client is not prepared for the visit or hardware/software is not available, the GCTI Engineer will be required to leave the premises and will have to be rescheduled for a later date. GCTI charges a minimum of \$250.00 per visit, even if work was unable to be performed through no fault of GCTI.

#### 9. Staffing

Global CTI will staff the project with the appropriate technical resources. Personnel assigned to this project will be certified, skilled at and/or have access to technical information.

In all cases, GCTI will be responsible for the selection of sulfable resources and reserves the right to allocato resources in a manner that allows for the most efficient completion of work. The client shall provide the GCTI representatives full and free access to the facilities and appropriate personnel. Failure to arrange sulfable access to facilities or personnel necessary to conduct services on behalf of the Client shall result in billing for such services even if services are unable to be performed through no fault of Global CTI.

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## 10. High-Level Timeline/Schedule

During the initial project kick-off meeting, the Global CTI Project Manager and the Client will work logether to come up with a mutually agreeable Milestone Schedule to follow. Scheduled Cut-over is planned for TBD.

Typical Installations require a 6-8 week lead-time from the time of order processing to the time of system cutover and completion.

Global CTI proposes beginning this project upon acceptance of this Scope of Work and as resources availability permits.

Key time drivers for the project schedule are:

- > Availability of equipment
- > Access to customer facility
- > Availability of and access to key porsonnel

#### 11. Payment Terms

50% upon contract execution

40% upon delivery of equipment to Global CTI

10% upon project completion

Total Project Price: \$240,382.65 (please refer to the Schedule A for detailed project pricing)

## 12. Warranty

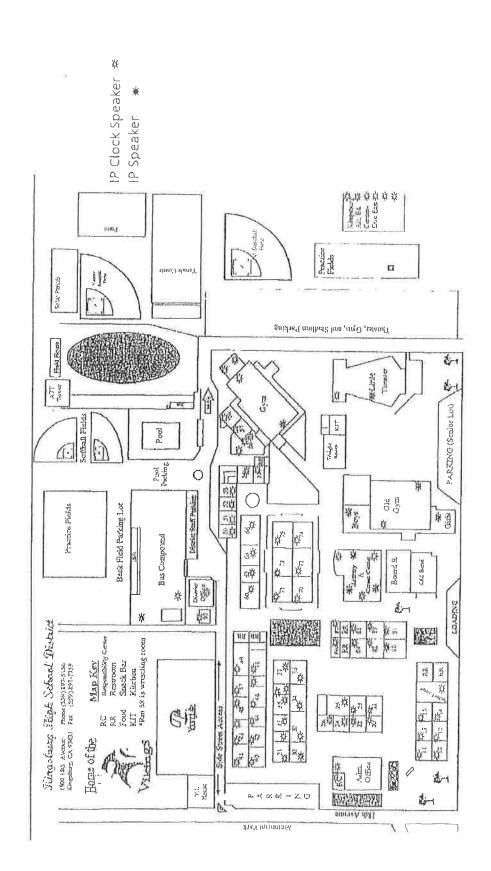
Global CTI will warrant its installation for a period of one year from the date of acceptance.

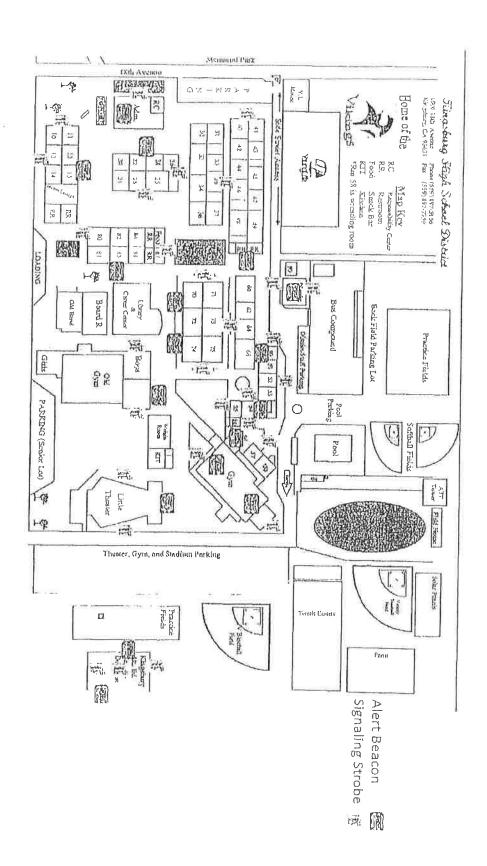
## PPROVAL AND AUTHORITY TO PROCEED

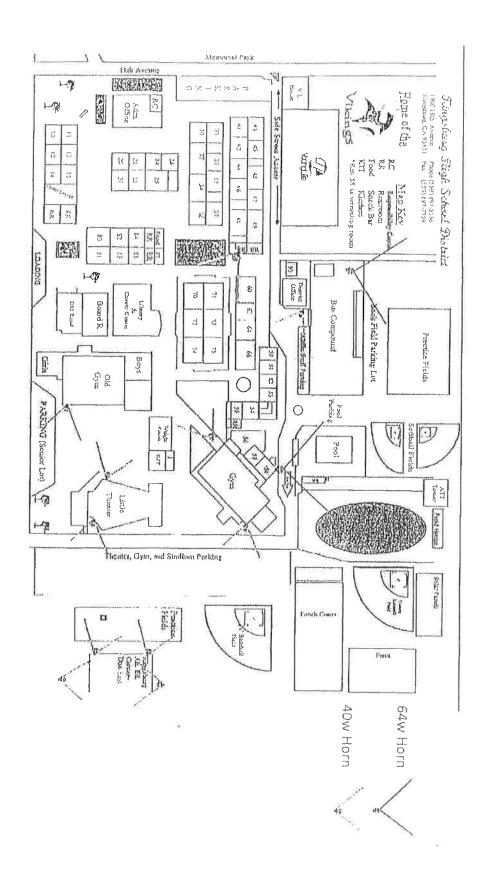
An authorized signature on this page indicates acceptance of this document as the Statement of Work (SOW). Global CTI will be responsible for the project management of GCTI resources for this angagement. Sorvices will be performed, solely, by GCTI or its approved subcontractors. The manner, means, methods, and resources used by GCTI to perform the services lie within the sole discretion and control of Global CTI.

Both parties agree that the Scope of Work and the Sales Agreement are the entire agreement between the parties.

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Name (Cilent)	Title	Oate	f <sup>i</sup>
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Approved By C	) C-22/2	Approved By	6,29,17 Date
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### GLOBAL CTI GROUP, INC. MASTER AGREEMENT

GLOBAL CTI GROUP, INC.	Customer		
Global CTI Group, Inc.	Legal Name: Kingsburg Joint Union High School District		
("Global")	Business Name (if different): KJUHSD		
	("Customer")		
Global CTI Group, Inc.	Address for Official Notices		
5329 Office Centre Ct.	1900 18 <sup>th</sup> Avenue		
Sulte 200	Klngsburg, CA 93631		
Bakersfield, CA 93309			
Company Contact	Customer Contact		
Name: David Kaiser	Name:		
Title: President	Title:		
Email: davldk@gct:.com	Email:		
Telephone: 661-323-7553	Telephone:		

CUSTOMER'S SIGNATURE BELOW ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS EACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, ALL SCHEDULES AND INTEGRATED DOCUMENTS AND AGREES TO BE BOUND BY THEM.

With the signatures below, the Parties have caused this Agreement to be executed by their duly authorized representatives, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

GLOBAL CTI GROUP, INC.	KINGSBURG JOINT UNION HIGH SCHOOL
By:	DISTRICT By:
Title: VP of Sitces	
Date (0:29:17	Title: Superintendent
	Date: 6/26/17

This Master Agreement consists of this Cover Page, the attached Terms and Conditions (including all referenced Polices and Procedures, the Purchase Order(s) and all schedules and service orders signed between Global and Customer including but not limited to Support Schedule(s), Communications Service Schedule, and Equipment Purchase Schedule.

#### TERMS AND CONDITIONS

## 1. SERVICES PROVIDED; ADDITIONAL TERMS; CHANGES

- a. Services Provided. Global will provide the Customer with the service(s) ordered by Customer as set forth in the Service Order(s) (referred to as "Service"). Customer's Service Order and any future orders shall be automatically incorporated into this Agreement.
- b. Additional Terms. In order to obtain additional features of the Global Service and/or equipment offerings, Customer will be required to agree to additional terms (the "Additional Terms"), which will be set forth in a supporting Schedule and automatically incorporated into this Agreement, effective upon execution of such Schedule, and will apply with respect to Customer's use of such specific additional feature or features.
- c. Changes to the Service. Global agrees to provide reasonable notice to Customer In the event it decides to materially modify the aspects, features, or functionality of the Service.

#### 2. TERM

- a. Master Agreement Term. This Agreement will remain in effect as long as a Service Order remains in effect between Global and Customer unless terminated by either party by providing a notice of intent to terminate in accordance with Section 10, Termination.
- b. Service Order Term. For each Service Order, the Parties shall identify the Term during which Service contemplated in a Service Order will be provided in the Schedule supporting each such Service Order. A Service Order will take effect upon Customer's execution of the Schedule supporting the Service Order for a Term governed by the supporting Schedule.

#### 3. CHARGES AND PAYMENT

- a. Charges, Global will send Customer an invoice or charge Customer's credit card, or such other payment mechanism as may be approved by Global, for the fees for the Service, including the Service per-user monthly fees and any other fees or charges associated with Customer's account. Global shall bill on a monthly basis beginning on the date Service commences with payment due within ten (10) days of receipt of the Invoice. If Customer's payment for Services is thirty (30) days past due, the account will be subject to a monthly charge at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum legal rate permitted under the applicable law. Global will bill any other fees or charges monthly in arrears unless otherwise agreed or specified in writing by Global. Support for all add-on purchases will be billed at the time of shipment, pro-rated for the remaining term, and at the rate of the then current price. Unless otherwise agreed by Global, Global will charge Customer for the equipment upon receipt of Customer's order for such equipment. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with non-credit card methods of payment. Global may suspend performance of the Services for which payment is overdue until the overdue amount is paid in full. Customer will reimburse Global for reasonable attorneys' fees and any other costs associated with collecting delinquent payments. Except for those occurrences addressed in Section 11, Customer must dispute any charges for the Services in writing within thirty (30) days after the date of the occurrence that forms the basis for the dispute; otherwise Customer waives any dispute or further recourse with respect to the applicable charges. Global reserves the right to require credit approval prior to providing Global Services to Customer.
- b. Taxes. Unless Customer provides Global with a current tax exemption certificate in advance of signing this Agreement, Customer is solely responsible for paying all legally required taxes, including without limitation any state or local sales, excise, and/or other taxes and fees which may be levied upon the Service, except for any income tax assessed upon Global.
- Regulatory Fees. Global may charge Customer regulatory fees, depending on the type of service or product provided.

#### 4. CUSTOMER RESPONSIBILITIES

a. Access Rights. Customer shall provide Global and/or its third-party supplier with timely access to property and equipment Customer controls as reasonably required for the Services at no cost to Global and/or its third-party supplier. Customer will also obtain, at its expense, timely access for Global and/or its thirdparty supplier as reasonably required for the Services to property controlled by third parties, such as a

- landlord. Except in an emergency, Customer shall grant on obtain consent for Global and/or its third-party supplier, to enter upon Customer's property and premises, as applicable, which consent shall not be unreasonably withheld.
- b. Safe Working Environment, Sites at which Global or its providers or agents Install, maintain or provide Services must provide a safe working environment, free of Hazardous Materials and be reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posling an unreasonabile risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. Global shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.
- c. Users and End User Customers. Customer will cause its end users to comply with this Agreement and is responsible to Global for use of any Service unless expressly provided to the contrary. Customer is responsible for timely interfacing and communicating with its end users as needed.

#### 5. EXCLUSION AND DISCLAIMER OF WARRANTIES

A. SERVICE PROVIDED PURSUANT TO A SERVICE ORDER MAY BE SUBJECT TO WARRANTIES DESCRIBED IN THE SCHEDULE SUPPORTING SUCH SERVICE ORDER. HOWEVER, NEITHER GLOBAL NOR ITS LICENSORS OR SUPPLIERS MAKE ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND OUTSIDE THOSE EXPRESSLY PROVIDED FOR IN A SCHEDULE SUPPORTING A SERVICE ORDER, AND A WARRANTY PROVIDED FOR IN SUCH A SCHEDULE IS MADE ONLY WITH RESPECT TO THE SERVICE ORDER TO WHICH THE SCHEDULE APPLIES.

#### 6. CONFIDENTIAL INFORMATION AND NON-SOLICITATION

- a. Confidential Information. Confidential Information means all Global business and/or technical Information, pricing, discounts and other information or data, whether in tangible or other form if marked or otherwise expressly identified in writing as confidential shall be considered privileged and not for release to others. Information communicated verbally will qualify as Confidential Information If designated as confidential or proprietary at the time of disclosure and summarized in writing within thirty (30) days after disclosure. Confidential Information excludes information that: (I) is publicly available other than by an act or omission of Customer; (II) was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination or disclosure; (III) was known by Customer prior to its receipt as "Confidential Information" and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by Customer without use of Global's Confidential Information; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, provided Customer makes prompt written notification to Global of the pending disclosure so that Global may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, Customer will provide reasonable assistance to Global should Global attempt to obtain a protective order. Customer will protect Confidential Information received from Global with no less care than the care it uses to protect its own Confidential Information, but in no event, with no less than a reasonable degree of care. Customer will not use or disclose Global's Confidential Information except as permitted in this Section or for the express purpose of performing obligations under the Agreement. Customer's confidentiality obligations will survive the termination of the Agreement. Upon termination of the Agreement, Customer will cease all use of Global's Confidential Information and will promptly, and in a manner of transmittal reasonably expected to protect the confidentiality of such information, return or, at Global's request and in a manner of destruction reasonably expected to protect the confidentiality of such information, destroy all Confidential Information, Including all copies, in whatever form in Customer's possession or under its control, including Confidential Information stored on any electronic medium or device of any sort. Upon request. Customer will certify in writing its compliance with this Section.
- b. Customer acknowledges that Global is Involved in a highly strategic and competitive business. Customer further acknowledges that Customer would gain substantial benefit and that Global would be deprived of such benefit, if Customer were to directly hire any personnel employed by Global. Except as otherwise provided by law, Customer shall not, without the prior written consent of Global, solicit the employment of Global personnel or Induce any Global personnel to leave to go to another firm during the term of this Agreement, and for a period of two (2) years following the termination or expiration of this Agreement.

Customer agrees that Global damages resulting from breach by Customer of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event Customer violates this provision, Customer shall immediately pay Global an amount equal to US \$100,000 as liquidated damages and Global shall have the option to terminate this Agreement without further notice or liability to Customer. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs Global would incur to identify, recruit, hire and train suitable replacements for such personnel. During the Term and for 1 year after termination of this Agreement, Customer shall not directly or indirectly, whether on Customer's own behalf or as the agent of or on behalf of another, induce or attempt to induce any officer, director, or employee of Global to leave the Company.

#### 7. GLOBAL'S IP RIGHTS

a. Global reserves all rights, including, but not limited to, ownership, title, and all other rights and interest In, and to, any computer programs (in object or source code format or any other form), know-how, Inventions, processes, data bases, documentation, training materials and any other intellectual property and any tangible embodiments of it (collectively, "Intellectual Property") that Global (i) owned prior to providing the Services under the Agreement, (ii) any intellectual Property that Global develops, creates, or otherwise acquires independently of this Agreement, and (lif) any derivative works or intellectual Property that Global develops, creates, or otherwise acquires while performing the Services under the Agreement. Global and/or Its licensors own all right, title, and interest in and to the Service, associated software, and the content of all information and communications, whether visual, written, audible, or of another nature presented by or on behalf of Global as part of the Service ("Global's Content"). Customer shall not copy, modify, rent, lease, sell, loan, distribute, or create derivative works based in whole or part upon Global's Content. Nothing in this Agreement grants Customer any right to use any of Global's trade names, trademarks, service marks, logos, domain names, trade dress, or other distinctive brand features. Customer shall not remove, obscure, or alter any proprietary rights notices, such as copyright or trademark notices, attached to or contained within Global's Content, the Service, or associated software or servers.

#### 8. LIMITATION OF LIABILITY

a. IN NO EVENT WILL GLOBAL OR ITS LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. GLOBAL'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL GLOBAL CHARGES MADE TO CUSTOMER FOR THE GLOBAL SERVICE PAID OR PAYABLE UNDER THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF GLOBAL'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUPPLIERS.

#### 9. INDEMNIFICATION

Customer agrees to indemnify, defend, and hold harmless Global, its affillates, officers, directors, employees, consultants, agents, licensors, suppliers, and resellers from any and all third party claims, flability, damages, losses, expenses, and/or costs (lucluding but not limited to attorney's fees and cost of sult) arising from or related to (I) Customer's use of the Service, (ii) violation of this Agreement (including but not limited to fraudulent or illegal use of the Service), (iii) any negligent acts or omissions or willful misconduct of Customer, or (iv) infringement or violation of any intellectual property or other right of any person or entity in connection with this Agreement.

#### 10. TERMINATION

- a Termination for Cause. Global may terminate this Agreement without notice and immediately upon Customer's failure to comply with any provision of this Agreement. Upon such termination for cause, Customer will remain responsible for payment of the full amount of the remaining monthly service fees for all months remaining in the Agreement's then current Term.
- b. Termination for Convenience. Either party may terminate this Agreement upon 30 days' prior written notice from the end date of the initial term. If Customer terminates the Agreement prior to the end date of initial term, all prepaid payments are forfeited and Customer shall be responsible for early termination fee as set forth in the Early Termination Fees Section of the corresponding Schedule.
- Collection Expenses. Customer agrees to pay Global's reasonable expenses, including but not limited to legal and collection agency fees, incurred by Global in enforcing its rights.

#### 11. GOVERNING LAW AND DISPUTE RESOLUTION

- Governing Law. The Agreement will be governed by the laws of the State of California without regard to its choice of law principles, excluding choice of law principles and the United Nations Convention on Contracts for the International Sale of Goods.
- b. Arbitration. Subject to Section 11.3, all claims, disputes, or controversies arising out of or relating to the Agreement ("Disputes"), including without limitation those regarding the formation, interpretation, breach or termination hereol, or any issue regarding whether a Dispute is subject to arbitration hereunder, that cannot be settled by good faith negotiation between the parties within a reasonable period of time, will be conclusively determined by a final and binding arbitration proceeding to take place In Kern County, California. Such proceeding will be conducted in English and administered by JAMS, formerly known as Judicial Arbitration and Mediation Services, Inc., a United States-based for-profit organization of alternative dispute resolution services. Such arbitration shall be pursuant to the JAMS Comprehensive Arbitration Rules and Procedures then in effect, or in the event one of the parties is located outside of the United States, pursuant to the JAMS International Arbitration Rules then in effect, before a panel of one arbitrator chosen in accordance with such rules. The arbitrator will not award punitive or exemplary damages, and will not have the authority to limit, expand or otherwise modify the terms of the Agreement. The ruling by the arbitrator may be entered in any court having jurisdiction over the parties or any of their assets. The parties will initially evenly split the cost of the arbitrator's fees, but the parties agree that the prevailing party shall be entitled to payment from the other party for reasonable attorneys' fees and other costs associated with the arbitration. The parties agree that this arbitration provision may be enforced by injunction or other equitable order, and no bond or security of any kind will be required with respect to any such injunction or order. The parties, their representatives, other participants and the arbitrator will hold the existence, content and result of arbitration in confidence.
- c. Injunctive Relief. Nothing in this Section will be construed to preclude either party from seeking provisional remedies, including but not limited to temporary restraining orders and preliminary injunctions, from any court of competent jurisdiction in order to protect its rights pending arbitration.
- Time Limit. Actions on Disputes between the parties must be brought in accordance with this Section
  within one (1) year after the cause of action arises. Both parties agree to waive any applicable statute of
  limitations.

#### 12. IMPORT/EXPORT CONTROL

a. Customer shall not use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

#### 13. MISCELLANEOUS

- a. Compliance with Laws. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.
- b. Assignment & Subcontractors. Global may assign the Agreement to any of its affiliated entities or to any entity to which Global may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement or any rights or obligations under the Agreement without the express written consent of the other party will be invalid. Global may partner with others or subcontract any or all of its obligations.

under the Agreement but will retain its responsibility to Customer for the timely performance of the work necessary to the provision of Service properly paid for by Customer.

- Force Majeure. Neither party will be liable for any delay or "allure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, Act of God, explosion, war or the engagement of hostilities, hacking or cyberterrorism (including damage, including fraud, theft of intellectual property and personal identifying information (PII), network outages, and serious harm to brands and reputation), strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials, systems, subsystems, components, underlying services or transportation facilities ("Force Majeure").
- d. Notices. Any notice required or permitted under this Agreement shall be deemed properly made when delivered by entail, facsimile, messenger, overnight courier, or mailed via Certified or Registered Mail (Return Receipt Requested) if to Customer: to the information Global has on file; and if to Global: to 5329 Office Centre Ct., Suite 200, Bakersfield, California 93309. Notices will be considered effective when sent or posted.
- Authorized Contacts. Customer shall designate specific authorized contacts. Customer shall notify Global's Technical Assistance Center ("TAC") via written request in the event changes to the Customer's previously designated Authorized Contacts are required.
- f. On Site Contacts. In situations in which the Customer has multiple locations, Customer shall provide at least one individual per location to work with Global personnel to resolve cases if initial efforts to resolve the incident with the Customer are unsuccessful. These contacts can be system administrators and/or trainers that have received training.
- g. Entire Agreement. The Agreement, including any Attachments, constitute the entire agreement between the parties and will supersede all previous and contemporaneous communications, representations or understandings, oral and/or written, between the parties.
- h. Severability. If any provision of the Agreement is held invalid by court decision, the Agreement will not be rendered invalid as a whole, and the invalid provision will be changed only minimally as required for it to be valid and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law.
- i. No Waiver. The failure of either party to assert any of its rights under the Agreement will not constitute a waiver by that party of its right-to enforce such provision or any other provision of the Agreement.
- No Third Party Geneficiaries. This Agreement is for the benefit of Global and Customer and does not provide any third party the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

[SIGNATURES APPEAR ON COVER PAGE]





# PEPPM Program Reseller Account Profile Form

Note – As a reseller for a PEPPM contract, you are responsible for adhering to the PEPPM contract terms and conditions.

This includes the 1.75% transaction fee unless the Awarded Vendor has agreed to pay it.

Awarded vendors are responsible for explaining the terms and conditions of the contract to their resellers.

Company Informatio	on.
Company Name	Global CTI
Address 1	5329 Office Center Court
Address2	Sulta 200
City	Bakersfield
State/Province	CA ,
Zip Code	93309
Company Phone	661-323-7553
Company Fax	661-323-0748
Federal Tax ID Number	77-0568535
Dun & Bradstreet # (DUNS)	098295699
Company Website Address	www.gcti.com
Company Description	Global CTI enables businesses of any size to seamlessly integrate all communications - voice, data, video, and messaging with their business processes.
Awarded vendor(s) designating your company as an authorized reseller	Syn-Apps
Contract Administra	for or Main Business Contact
This contact should understa	nd the PEPPM Program and Epylon's role. This contact lerly sales reports and Program updates.
First and Last Name	David Kaiser
Job Title	President
Phone Number	661-716-3705
Fax Number	661-323-0748

Comment of the Arrend Landberger

Email Address	davidk@gctl.com	
Address 1	5329 Office Center Court	
Address2	Suite 200	
City	Bakersfield	
State/Province	CA	
Zip Code	93309	
THE RESIDENCE OF THE PARTY OF T	cess / Purchase Orders	
This individual will have an I	pylon account to receive PEPPM orders. This individual will	
	such as a backup user) and make Account Profile	
Updates.		
First and Last Name	Davld Kaiser	
Job Title	President	
Phone Number	661-716-3705	
Fax Number (for PO		
notifications)	661-323-0748	
Email Address (for PO	davidk@gcti.com	
notitications)		
Address 1	5329 Office Center Court	
Address2	Suite 200	
City	Bakersfield	
State/Province	CA	
Zlp Code	93309	
Invoices - Accounts Po	lyable Contact	
	EPPM involces for transaction fees based on sales	
processed through PEPPM		
First and Last Name	Ingrid Kaiser	
Job Title	Accounts Payable Manager	
Phone Number	661-716-3716	
Fax Number	661-323-0748	
Email Address	ingridk@gcti.com	
Address 1	5329 Office Center Court	
Address2	Suite 200	
City	Bakersfield	
State/Province	CA	
Zip Code	93309	

Please note that by signing below, you are Indicating that as an Authorized Reseller, you are required to adhere to all of the terms and conditions of the PEPPM contract including the 1.75% transaction fees unless the Awarded Vendor has agreed to pay them for you.

Reseller Authorized Signature: _	D-U
Date: 1/2	7/2017
Date: <u>1/</u> 2	7/2017

and the second second

#### **EQUIPMENT PURCHASE SCHEDULE**

This Porchase Schedule does not affect the validity or enforceability of any provision in the Agreement. If there is a conflict hetwoon the terms of this Purchase Schedule controls. Capitalized terms not defined herein shall have the meaning assigned to them in the Agreement. This Purchase Schedule shall remain effective from the Effective Data unless or until either: (1) the Agreement is terminated; or (2) the Purchase Schedule is modified or terminated pursuant to the Agreement, at which point the Addendum is void.

This Purchase Schedule covers Equipment purchased on attached Schedule A.

- 1. DELIVERY AND INSTALLATION OF EQUIPMENT. For that Equipment which will be installed by Global, Customer shall obtain or prepare the location within Customer premise for installation of Equipment, herein defined as the Main Distribution Room (MDF) or intermediate Distribution Room (IDF). It must be relatively dust free with an ambient temperature not to exceed 80 degrees Fahrenheit. Customer shall provide at the location indicated for installation of the Equipment a 20 Amp. 110-volt commercial A.C. outlet within 8 feet of placement of the equipment, to be used exclusively by Global, Global and Customer shall cooperate fully in making the premises available and ready for installation of the equipment and in completing such installation. Global will inform Customer of all requirements for proper installation and will provide Customer (at a milintum of 30-days) notice of such requirements. Customer shall supply, at its sole cost, all supplemental equipment necessary for the installation such as conduits, boxes, high voltage wiring and outlets. Personnel of Global or Global representatives shall have access to Customer's premises at any reasonable time for the purpose of installing, inspecting, servicing or repairing equipment.
- 2. RISK OF LOSS/TITLE. Risk of loss to the Equipment will pass to Customer when Global delivers the Equipment to the freight carrier for shipment. Title to the Equipment shall romain with Global and shall not pass to Customer unless Customer has an arrangement wherein it will pay for the Equipment. In such a case, title shall pass once Customer has fully paid Global for the Equipment. In all Instances, title to software provided in connection with the Equipment will remain solely with Global and its licensors.
- 3. CHARGES and TERMS: The total cost for the Equipment and Payment Terms are identified in the Customer's Schedule A, hereby incorporated by reference into this Agreement. If any payments due from Customer to Global shall not be paid promptly when due, or if Customer breaches any other provision hereof. Customer shall be in default hereunder. Upon default hereof by Customer, Global, may accelerate payment of all or part of the antount unpaid hereon and as permitted by law (1) sue for the same, or (2) repossess the equipment and (a) retain it and all payments in satisfaction of the balance or (b) sell it and pay any surplus to the extent not prohibited by law to recurrer any deficiency from Customer. All remedies of Global hereunder shall be cumulative and no remedy provided for hereunder shall be exclusive. If progress payments are included in Payment Terms then any dolay not attributable to Global will not delay progress payment from Customer. Any payment which has not been made pursuant to this Agreement will be subject to interest charges. Customer will pay Global interest on the unpaid balance at the rate of eighteen (18) percent annum, one and one-half (1 1/2) percent monthly, interest to commence after the initial default of a scheduled payment. (Computed dally)
- 4. RETURN OF EQUIPMENT. In the event purchased equipment is returned to Global, a 15% restocking fee will be charged for those returned items, unless equipment is returned for Global's breach of this Agreement. The equipment must be returned in original condition, and in manufacturers packaging (if applicable). Loose Items must be returned in original packaging. If equipment is damaged upon receipt, then Customer will be charged repair and return charges in addition to the above stated 15% restocking fee. Global does not refund shipping and handling fees unless Global has caused the error in shipment
- 5. INSURANCE. Customer agrees to maintain an insurance policy that covers the Equipment.
- 6. GOVERNING LAW: As defined in Agreement.
- 7. ARBITRATION OR LITIGATION EXPENSES: As defined in Agreement
- B. Global Equipment Warranty/Exclusions and Disclaimers. Customer recognizes that Global is a reseller of the Equipment ("Third Party Products"). Global provides these Third Party Products on an AS IS BASIS WITHOUT WARRANTIES OF ANY KIND, unless Global specifies otherwise. However, such Third Party Products may carry their own warranties and Global shall pass through to Customer any such warranties to the extent authorized. Exercise of such warranty shall be directly between Customer and the third party provider. "Third Party Products" means any products made by a party other than Global. EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER Global NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE EQUIPMENT. Global DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF EQUIPMENT OR THAT THE EQUIPMENT WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Global DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES RELATED TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WARRANTY REMEDIES EXPRESSLY REFERENCED HERRIN WILL BE Customer'S SOLE AND EXCLUSIVE REMEDIES RELATED TO THE EQUIPMENT.



- Acts of God. All warrantles shall be vold as to equipment damaged or rendered unserviceable by negligence, misuse, their, fire,
  water or Acts of God. All warrantles shall be vold as to equipment stolen or damaged by wiring, hippir, relocation or altoration
  not authorized by Vendor.
- 10. LIMITATION OF LIABILITY: Global SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF FOR LOASS, RAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING FROM (1) CUSTOMER'S USE OF OR INABILITY TO USE THE EQUIPMENT, EITHER SEPARIATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT, (2) PERSONAL INJURY, LOSS OR DESTRUCTION OF OTHER PROPERTY OR (3) ROUTING OR PROGRAMMING ERRORS OR UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT. Global SHALL NOT BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR, ANY LICENSES REQUIRED AS A RESULT OF THE USE OF COPYRIGHTED MUSIC ON THE EQUIPMENT. ADDITIONALLY, Global SHALL NOT BE RESPONSIBLE FOR THE PAYMENT OF ANY CHARGES OWED BY CUSTOMER TO ANY COMPANY (1) FOR TERMINATION OF OR FAILURE TO TERMINATE PRE-EXISTING AGREEMENTS OR FOR REMOVAL OF EXISTING EQUIPMENT OR (2) FOR MODEM LINES AND/OR CARRIER SERVICES

Kingsburg Joint Union High School District

Signature

Randy Morris, Superintendent

Printed Name and Title

6/24/17

Date

Global-CTI Group, Inc. ("Global")

Signature

Printed Name and Title

10-29-17

Date



## **ACTIVATE** Support Schedule

This ACTIVATE Support Schedule ("	Support Schedule") is attached and incorporated by reference into the Master Agreement
("Agreement"), dated	between Global CTI Group, Inc. ("Global") and Kingsburg John Union High School District ("Customer",
	of execution below ("Effective Date").

This Support Schedule does not affect the validity or enforceshillly of any provision in the Agreement. If there is a conflict between the terms of this Support Schedule and the Agreement, this Support Schedule controls. Capitalized terms not defined herein shall have the meaning assigned to them in the Agreement. This Support Schedule shall remain effective from the Effective Date upless or until either: (1) the Agreement is terminated; or (2) the Support Schedule is modified or terminated pursuant to the Agreement, at which point the Addendum is void.

This Agreement sets forth the terms and conditions upon which Global will provide support services (the "Services") to Customer,

#### 1. Definitions

- a. Normal Business Hours, 8:00 a.m. to 5:00 p.m. PST Monday thru Friday, excluding Holidays.
- b. Alter-Hours: All hours not included in Normal Business Hours
- c. Busingss Day; Monday through Friday Inclusive, excluding Irolidays.
- d. Mext flusiness Day: Next Business Day following acknowledgement by Global of defect.
- e. <u>Holldays: Global observes</u> the following calendar days in the United States as holldays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day and Christmas Day. Global may designate two additional holidays each year.
- f. On-Hours; 8:00 a.m. to 5:00 p.m. Monday through Friday.
- g. System: As referenced in Exhibits.
- h. IAC: Defined as Technical Assistance Center. May also be referenced to as Client Care or NOC (Network Operations Conter).
- 1. Authorized Contacts. Customer employee approved to request service with Global.

#### 2. Term and Termination.

- a. <u>Ferm.</u> The initial term of this Agreement will commence on the date product is first shipped to Customer.
  - I. Additions to the term shall be prorated to end per the initial commencement of this Agreement.
- 6. <u>Manewal</u>. At the end of the Initial term, this Agreement will auto renew unless cancelled in writing by Customer. Renewal price shall be based on Global's then price for the current applicable Support plan.
- Ternination. Either party may terininate this Agreement upon 30 days' prior written notice from the end date of the initial term. If Customer terminates contract prior to the end date of initial term, all prepaid payments are forfeited. If a multi-year contract is cancelled before the end of the term any discounts applied will be billed to Customer.

#### Pricing and Payment Terms

- a. <u>Price</u>, Unless otherwise agreed by Global and Customer in writing, pricing for the Support plan is based on pricing set forth on the Schedule M.
- b. Aith-On Purchases. Support for all add-on purchases will be billed at the time of shipment, pro-rated for the remaining term, and at the rate on Global's then current price list for the current Support plan. All applicable taxes, if any, will be billed at the time Support Charges are invoiced.
- c. <u>Payingols</u>. Terms are net ten (10) days. Accounts thirty (30) days past due will be subject to a monthly charge at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum legal rate permitted under the applicable law.

#### 4. Support Plan Details

- a. Items covered under this Support Schedule Include:
  - 1. Onsite labor to replace defective hardware installed by Global and used by the ACTIVATE system.
  - II. Troubleshoot system issues with ACIVATE system remotely, from Global TAC.
  - iil. Remote moves, adds, and changes to system settings from Global support department.
  - Iv. Remote software upgrades to ACTIVATE system.
  - v. On-Site labor to Install software upgrades to ACTIVATE system.
  - vl. Remote support on downed ACTIVATE system from Global support department.
  - vII. 24/7 monitoring from Global remote system monitoring infrastructure.
  - vill. Maintenance of Microsoft Windows operating system on servers used for ACTIVATE system.
  - lx. Annual on-site testing of ACTIVATE system. Customer must schedule this service with Global on an agreed to date and time.
  - Annual staff training on ACTIVATE system. Customer must schedule this service with Global on an agreed to date and time.

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#### b. Service Level Agreement (SLA)

CRITICAL: Defined as System Down: System Down Is defined as Inbound and/or outbound calls, volcemall, auto attendants, workgroups, or contact center are NOT functional.	1	Within 1 hour	WithIn 2 hours	ASAP - Best Effort
NON CRITICAL: Non-critical but significant issue or an issue that is degrading the performance and reliability of supported services. These issues could escalate to a critical status if not addressed quickly.	2	Within 2 hours	Within 4 hours	ASAP - Best Effort
STANDARD: Non-Critical software or hardware requests for routine support.	3	Within 4 hours	Next Business Day	ASAP – Best Effort

c. Irrivel Expenses. Travels otherges may apply for onsite labor required to service System outside a 50 mile radius of the following metro areas: City of Fresho, City of Visalla, City of Bakersfield, City of Los Angeles, and City of Irvine. Travel shall be involved at applicable hourly rates.

#### 5. Customer Responsibilities

- a. Authorized Contacts, Customer shall designate specific Authorized Contacts. Customer shall maintain the responsibility of notifying Global's TAC via written request in the event changes to the Customer's previously designated Authorized Contacts are required. Authorized Contacts may contact the TAC by sending e-mail, by telephone, or by web chat.
- b. On Site Contacts. In situations in which the Customer has multiple locations, Customer shall provide at least one 'Individual per focation to work with Global personnel to resolve cases if initial efforts to resolve the incident with the Customer are unsuccessful. These contacts can be system administrators and/or trainers that have received training.
- c. <u>Remoto Access</u>. Customer shall provide Global with remote access to Customer's network. Global reserves the right to remotely access Customer's system to a) review the final installation for quality assurance purposes, b) provide remote installation support, c) provide troubleshooting and support tasks, and/or d) for system auditing and ficense compliance reviews. If Customer does not elect to provide remote access, Global shall charge Customer fees for on-site access in accordance with Global's thon-current price list.
- d. Onsite Access. Global may utilize certain items of Customer's equipment and may gain access to certain Customer facilities. Customer retains title and ownership in all of Customer's equipment owned by Customer and utilized by Global, and must grant authority for Global to access Customer's facility. Facility access may be denied for any reason at any time, however if access to facilities is dealed, Customer understands that Global may be unable to perform their duties adequately and if such a situation should exist, Global will be held harmless.
- e. System Care, Customer shall make every effort to maintain system equipment is in good working condition.

#### 6. Confidentiality and Solicitation of Employees,

- a. Global recognizes that in the course of performing Services, it may have access to confidential and proprietary information, and trade secrets concerning Customer's business and operations, (collectively referred to as "Confidential Information"). Global recognizes that disclosure of the Confidential Information to competitors; non-authorized third parties or the general public would be detrimental to the Company. Accordingly, Global covariants and agrees with Customer that it will keep secret and treat confidentially the Confidential Information, and will not disclose any of the Confidential Information to any person or antity nor shall we use the Confidential Information for any purpose other than purposes which serve Customer.
- b. SOLICITATION OF EMPLOYEES. Customer acknowledges that Global is involved in a highly strategic and compelltive business. Customer further acknowledges that Customer would gain substantial benefit and that Global would be deprived of such benefit, if Customer were to directly hire any personnel employed by Global. Except as otherwise provided by law, Customer shall not, without the prior written consent of Global, solidit the employment of Global personnel or induce any Global personnel to leave to go to another firm during the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement. Customer agrees that Global damages resulting from breach by Customer of this provision would fix impracticable and that it would be extremply difficult to ascertain the actual amount of damages. Therefore, in the event Customer violates this provision, Customer shall immediately pay Global an amount equal to US \$100,000 as flouldated damages and Global shall have the option to terminate this Agreement without further notice or liability to Customer. The amount of the liquidated damages reflected librein is not intended as a penalty and is reasonably calculated based upon the projected coats Global would incur to identify, recruit, hire and train suitable replacements for such personnel.

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#### 1. Limited Warranty.

a. Global shall use its reasonable, best efforts to provide the support services defined in this Agreement and warrants that such services shall be preformed in a professional manner. Global will make available a list of supported hardware platforns, operating systems, database versions, and other third party software products for covered equipment and this warranty covers only the configurations set forth in the Schedule M. This warranty is contingent upon Customer's adherence to those supported configurations and following the proper installation and support practices and procedures in which the System was intended, EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, Global MAKES NO WARRANTES OR CONDITIONS ON THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND Global SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABIUTY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

#### 8. Miscellaneous

- Governing Law. The laws of the United States and the State of California, without reference to conflict of law principles govern this Agreement. Any dispute between the Customer and manufacturer regarding this Agreement will be subject to the exclusive venue of the state and laderal courts in the State of California.
- b. <u>EnUre Agreement Sugmentality</u>. This Agreement is the entire agreement between Customer and Global with respect to support services provided by Global and supersedes any other variable or written communications or advertising. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect.
- c. Force Maleure, Global is not liable for any fallure or delay in performance due to any cause beyond its control. In any event, if Global's ability to deliver services is impaired by Customer or circumstances beyond Global's control, Global may terminate this Agreement, in which event; Customer will receive a refund for any unused portion of the service term for which it had paid.

#### 9. Equipment Warranty:

- d. Hardware and Server warranty is provided by the manufacturer for a period of 12 months from purchase. Global maintenance does not add additional hardware or server coverage other than what is provided by the manufacturer.
- e. Global's obligations for breach of any warranty shall be limited to compliance with applicable Exhibit which shall be Buyer's exclusive remedy and Global will not be liable for consequential damages, personal injury, commercial loss or any other matter. All warranties shall be void as to equipment damaged or rendered unserviceable by negligence, missise, theft, fire, water, electrical power surges, electrical power outages, or acts of God. All warranties shall be void as to equipment staten or damaged by wiring, repair, relocation or alteration not authorized by Global.
- f. EXCEPT AS EXPRESSLY PROVIDED FOR THIS AGREEMENT, GIODAI MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN THE EVENT GIODAI BREACHES ANY WARRANTY, BUYER'S EXCLUSIVE REMEDYWILL BE FOR GIODAI TO MAKE ANY NECESSARY EQUIPMENT ADJUSTMENTS, REPAIRS OR PARTS REPALCEMENTS.

#### 10. LIMITATION OF LIABILITY:

IN NO EVENT SHALL GLOBAL'S LIABILITY UNDER, ARISING OUT OF OR RELATING TO ITS SUPPORT PLAN OR THIS AGREEMENT EXCEED THE AMOUNT PAID TO Global BY Customer FOR THE SERVICES GIVING RISE TO SUCH LIABILITY, IN NO EVENT WILL Global BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE, UNAUTHORIZED CALLS THAT MAY BE MADE USING THE SYSTEM AND CHARGED TO THE Customer, ANY TELEPHONE TOLL FRAUD, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, Global SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING FROM (1) BUYER'S USE OF OR INABILITY TO USE THE EQUIPMENT, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT, (2) PERSONAL INJURY, LOSS OR DESTRUUTION OF OTHER PROPERTY OR (3) ROUTING OR PROGRAMMING ERRORS OR UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT. Global SHALL NOT BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR, ANY LICENSES REQUIRED AS A RESULT OF THE USE OF COPYRIGHTED MUSIC ON THE EQUIPMENT. ADDITIONALLY, Global SHALL NOT BE RESPONSIBLE FOR THE PAYMENT OF ANY CHARGES OWED BY BUYER TO ANY COMPANY (1) FOR L'ERMINATION OF OR FAILURE TO TERMINATE PRE-EXISTING AGREEMENTS OR FOR REMOVAL OF EXISTING EQUIPMENT OR (2) FOR MODEM LINES AND/OR CARRIER SERVICES. THE PARTIES ACKNOWLEDGE THAT THE SUPPORT CHARGES WERE DETERMINED BASED UPON THE FOREGOING LIMITATION OF LIABILITY.

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By signing below, you admowledge and agree that, prior to signing, you read the entire Agreement, consulted with legal counsel of your choice (or had the opportunity to consult with legal counsel of your choice but declined to do so), you are authorized to enter such agreement, and you are willfully bound by all the terms and conditions set forth in this Agreement. Further, by our signature below, we likewise agree to be legally bound by the Agreement and by all the terms and conditions set forth in it.

Kingsburg Joint Union High School District

Simature

Rundy Morris, Superintendent
Printed Name/Title

6/24/17 Date Global (II Group, Inc. ("Global")

Signature

Printe Name/Title

VP of SAUS

Date





## Kingsburg JUHSD

Schedule A - Activate - Emergency Notification System

- 08			ACTIVATE - Emergency Notification System		
2	ANS-S	£	Small Site - Notification Software License (Up to 500 Endpoints)	0.00	0.00
3	AON-X	250	Individual Desktop License Fee - Up to 10,000 Desktops - Minimum of 500 Lisences Required	0.00	0.00
4	MNS-A	25	Mobile Apps Aleits	0.00	0.00
5	AAB-E	17	Alert Deacon Ethernet/PuE	15.696.61	923.33
6	AA9-O	17	Outdoor All Weather Enclosure	6,132,78	360.75
7	AAB-C	17	Wing Guard	1,408,88	02:00
Ø	AAB-MBP	17	Alert Beacon Flush Mount Bracket	0.00	0.00
9	AAD-SS	29	Signaling Strobe - High decibel tone with Ambur Strobe (Outdoor)	10,649,78	367.23
10			Cisco Endpoint Announce & Schadular Notification	101	
11	Announce-T1	250	Audio and Text Notification for Cisco Endpoints: 101 - 500	3,635.67	14,54
1,2	Annaunce-Scheduler-TL	250	Audible Bell Tone/Scheduled Brandcasts: 101 - 500	2,137.59	0,55
13	Announce-API-3P	1	SA-Announce 3rd Party API License	712,50	712,50
14			Paging Components		
15	PA60G	В	60W Single Channel Power Amplifler with Global Power Supply	2,125.33	265.67
16	PA702-RMK	8	Ruck Mount Kit for PAGOG	194.23	24.28
17	CP400	1	100W High-Porformance, Duni-Channel Commercial Audio Amplifier	654,17	654.47
18	ZC1PRO+	14	Single Output PoEst IP Addressable Single Digital-to-Analog Galeway	9,828.00	702,00
19			Analog 70V Spankers Outdoor		
20	APX40"IN	12	Constant-Directivity 40W Paying Louidspeaker with Rotaling Bell	1,321.81	110.15
21	APXOK-N	12	APX Mounting Bracket Neutral Grey	310,93	25,91
22	CD64	2	60" X 40" Constant Directivity Re-Entrant Paging Horn (requires compression driver)	690.11	345.05
23	PD75T	2	Figh Efficiency Compression Driver with 70.7V-75W Transformer	464.93	232,47
24		97	IP Pofi+ Speakers Indoor		
25	185+	9	PoE+ Indoor Wall / Celling Mount IP Londspeaker System	5,321,66	591,30
26	SEST-(0S	9	Surface Mount Streight Enclosure for 105+, 185M+	612,33	60.04
27	18SC+	86	9: In-Wall/In-Ceiling Pate + IP Loudspeaker System with LEO Display	51,238.65	630,68
28	SEST-IBSC	86	Sinface Mount Straight Enclosure for HISC+, IRSCF+, IRSCMF+, IBSCH+ & IBSCM+	5,499,44	63.95
29	COD COCCON INC.		CAT G Califling Materials and Hardwara		
30	CCBCC6GPVC8L	32,000	CATE CBL 550MHz 1PR - 1,000 ft. per unit/hox	7,776.00	0.21
31 32	RJ 45 1CMPP02460	109	R)45 mod end - CAT 6	79.46	0.73
33		15	24 PORT CAT6 RACK MOUNT PATCH PANEL	1,620.00	108.00
33	GCPO8SS607-BL	109	CAT6 Patch cord — 7R - Blue	257.51	2,36
35	GCT7-M(SC	1	Mlsc, Cabiling Support Hardware	750.00	750.00
	ENG	-	Notification Software Assurance & Support		
36 37	ENS-S Atmounce-T1-PCS	5	Support LYr - Small She Enhanced Service & Support Contract	15,136.08	3,027.38
38	Announce-Scheduler-T1	1,250	Support 1Yr - Audio and Text Notification for Circo Endpoints: 101 - 500	3,637.50	2,91
39	APJ-3P-PCS	1,250 5	Support 1Yr - Amounta-Scheduler for Cisco Endpolists; 101 - 500 Support 1Yr - 3rd Party API License	2,137.96 712,50	1.71
	WULTURE CO	2	SUDDILL 111 - DICERTOR APPLEICONSC	717.50	142.50

Equipment Material Total
Equipment Handling
Subotal / Taxable Annount
Sales Tax at 7.975%
Activate SLA Enhanced GCTI Support - 5 Years
Installation / Pro-Services \$153,743.52 \$153,743.52 \$230.00 \$153,981.52 \$12,280.03 \$12,500.00 \$240,302.55 Total Price

Proposal Date: June 14, 2017.
This price includes material, installation labor, with 1 year parts warranty

Enhanced Support Plan
This quote will remain valid until June 28, 2017

Authorized Contact: Randy Morris

Authorized Signature IX

Normal system shipping is 10 hurinose days from time of control dynatting. Additional shipping face will apply for expedite orders.

Account Manager: Grog Tripoll - (601) 716-3743

Client to provide Windows 2012 Server OS or VMware for Activate Applications. (BATO 1 Recommended)

Confidential

0/14/2017

Page 1

## PEPPM 2017 Supplemental Product Line Bid - California # 528103

#### KCSOS and AWARDED VENDOR AGREEMENT

#### BETWEEN

Kern County Superintendent of Schools ("Agency")

#### AND

Global CTI Group, Inc.

(Bidder's legal name referred to throughout this agreement as "Vendor")

For Bid Product Line:

(Product Line Name within PEPPM 2017 Supplemental Product Line Bid - California # 528103)

This Agreement is made and entered into as of the date this Agreement is fully executed by the Kern County Superintendent of Schools (Agency) after an initial signature from the Awarded Vendor. This date of final execution shall be known as the "Effective Date."

Whereas, Agency issued a Request for Bids (RFB) for PEPPM 2017 Supplemental Product Line Bid — California ("RFB"), and

Whereas that RFB is incorporated into this Agreement by reference and made a part hereof;

Whereas, the Awarded Vendor submitted a Bid in response to the Agency's RFB for the Product Line referenced above;

Whereas, the Agency determined that Awarded Vendor was the lowest responsive and responsible bidder for the Product Line referenced above; and

Whereas, Awarded Vendor signs and executes this Awarded Vendor Agreement to indicate its acceptance of the terms and conditions of the Contract as defined below;

Now, therefore in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is expressly acknowledged by both parties, and intending to be legally bound hereby, the parties mutually agree as follows:

- 1. This agreement is a Contract and Contract Documents consist of the Request for Bids, bid Terms and Conditions, any applicable state-specific terms and conditions, all information incorporated into the electronic bid form by Agency or Bidder, the Bidder's responses to Questions, the Bidder's PEPPM Bid Quote Sheet(s), the Bidder's prioring spreadsheet, the Bidder's PEPPM State Selection Form, the Bidder's Ancillary Services Form, this Agreement, all other attachments and exhibits to the request for bids, all addenda to the request for bids issued prior to the Bid Opening Date, and all subsequent written amendments to the Agreement (e.g. adding state-specific terms and conditions). The Contract Documents form the "Contract" between Agency for the Contract term, and during any authorized extensions.
- 2. Awarded Vendor agrees to furnish products and services related to the PEPPM 2017 Supplemental

\$2016, XCSOS & Coylon Corp.

- Product Line Bid California RFB in accordance with the RFB Terms and Conditions and Contract.
- 3. The Contract shall commence on April 1, 2017 and end on December 31, 2018. Agency and Awarded Vendor may elect to extend the term of the Contract as set forth in the Terms and Conditions.
- Awarded Vendor agrees to honor submitted bid prices and pricing formulas according to all terms and
  conditions of the Contract Documents to all eligible buying organizations in California as authorized to
  purchase the products included in the Awarded Vendor's bid.
- 5. Where Awarded Vendor agreed to extend its quoted price formulas and effective prices to eligible LEAs in states and territories outside of California, Awarded Vendor agrees to extend those quoted bid prices and formulas according to all terms and conditions of the Contract Documents to those other LEAs and eligible agencies.
- 6. Awarded Vendor agrees to remit the Transaction Fee to Epylon in accordance with the terms and conditions set forth in the Contract.
- 7. This Agreement shall be governed by and construed under the laws of the state of California, any disputes shall be determined in the court of general jurisdiction in the County of Kern.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their hands to be affixed.

Vendor Signature	DW
Signatory Title	President
Vendor Name	Global CTI Group, Inc.
Address	5329 Office Center Court, Suite 200
City State Zip	Bakersfield, CA 93309
Date	February 16, 2017
KCSOS Signature Signatory Title	For Childing Litardi Fincler, Kern County Superintendant of Schools  Debbia Riedmiller, Internal Chief Financial Operations Officer
Vendor Name	Kern County Superintendent of Schools
Address	1300 17th Street
City State Zip	Enkersfield, CA 93301
Date	. <u> </u>

© 2016, KCSOS & Epylon Corp.

## PEPPM 2017 Supplemental Product Line Bid - California # 528103

#### KCSOS and AWARDED VENDOR AGREEMENT

#### BETWEEN

Kern County Superintendent of Schools ("Agency")

#### AND

#### Global C'I'l Group, Inc.

(Bidder's legal name referred to throughout this agreement as "Vendor")

For Bid Product Line:

Atlas IED

(Product Line Name within PEPPM 2017 Supplymental Product Line Bid. - California # 528103)

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Whereas, the Agency determined that Awarded Vendor was the lowest responsive and responsible bidder for the Product Line referenced above; and

Whereas, Awarded Vendor signs and executes this Awarded Vendor Agreement to indicate its acceptance of the terms and conditions of the Contract as defined below;

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- 2. Awarded Vendor agrees to furnish products and services related to the PEPPM 2017 Supplemental

er 2016, KCSOS & Epylon Corps

Product Line Bid - California RFB in accordance with the RFB Terms and Conditions and Contract,

- 3. The Contract shall commence on April 1, 2017 and end on December 31, 2018. Agency and Awarded Vendor may elect to extend the term of the Contract as set forth in the Terms and Conditions.
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- 7. This Agreement shall be governed by and construed under the laws of the state of California, any disputes shall be determined in the court of general jurisdiction in the County of Kem.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their hands to be affixed.

Vendor Signature	DzV		
Signatory Title	President		
Vendor Name	Globat CTI Group, Inc.		
Address	5329 Office Center Court, Suite 200		
City State Zip	Bakersfield, CA 93309		
Date	February 16, 2017		
KCSOS Signature Signatory Title	For Christine Lizardi Franter, Kern County Superlittendent of Schools		
Vendor Name	Korn County Superintendent of Schools		
Address	1300 17th Street		
City State Zip	Bakersfield, CA 93301		
Date	3/04/1		

Rt 2016, KCSOS & Epylon Corp.

## EXHIBIT B

[Attach Amended Schedule A – Activate – Emergency Notification System]





## Kingsburg JUHSD

#### Schedule A - Activate - Emergency Notification System

	PEPPM 20	17 Supplen	nental Product Line Bid - California #528103, & PEPPM California # 528010-618			
Line #	Part #	Qty.	Description	Total	Unit	PEPPM Y/M
1			ACTIVATE - Emergency Hotification System			
2	ANS-S	1	Small Site - Notification Software License (Up to 500 Endpoints)	2,408.25	2,408.25	Yes
3	AON-X	250	Individual Desktop License Fee - Up to 10,000 Desktops - Minimum of 500 Lisences Required	830.00	3.32	Yes
4	MNS-A	25	Mobile Apps Alerts	0.00	0.00	No
5	AAB-È	17	Alart Beacon Ethernet/PoE	15,696.61	923.33	Yes .
6	AAB-O	17	Outdoor All Weather Endosure	6,132.75	360.75	Yes
7	AAB-C	17	Wire Guard	1,408.96	82.88	Yes
В	AAB-MBP	17	Alert Beacon Flush Mount Bracket	0.00	0.00	No
9	AAB-SS	29	Signaling Strobe - High decibel tone with Amber Strobe (Outdoor)	10,649.67	367.23	Yes
10			Cisco Endpoint Announce & Scheduler Notification			
11	Announce-T1	250	Audio and Text Notification for Cisco Endpoints: 101 - 500	3,635,00	14.54	Yes
12	Announce-Scheduler-T1	250	Audible Bell Tone/Scheduled Broadcasts: 101 - 500	2,137.50	8,55	Yes
13	Announce-API-3P	1	SA-Announce 3rd Party API Ucense	712.50	712.50	Yes
14			Paging Components			
15	PA60G	8	60W Single Channel Power Amplifier with Global Power Supply	2,361.52	295.19	Yes
16	PA702-RMK	8	Rack Mount Kit for PA60G	215.92	26.99	Yes
17	CP400	a 1	400W High-Performance, Dual-Channel Commercial Audio Amplifler	727.19	727.19	Yes
18	ZC1PRO+	*14	Single Output PoE+ IP Addressable Single Digital-to-Analog Gateway	12,814.06	915.29	Yes
19			Analog 70V Speakers Outdoor			
20	APX40TN	12	Constant-Directivity 40W Paging Loudspeaker with Rotating Bell	1,469.68	122.39	Yes
21	APXBK-N	12	APX Mounting Bracket Neutral Grey	345.48	28.79	Yes
22	€ CD64	2	60° X 40° Constant Directivity Re-Entrant Paging Horn (requires compression driver)	766,78	363.39	Yes
23	PD75T	2	High Efficiency Compression Driver with 70.7V-75W Transformer	516.58	258.29	Yes
24			IP PoE + Speakers Indoor			
25	IBS+	9	PoE+ Indoor Wall / Ceiling Mount IP Loudspeaker System	5,912.91	656.99	Yes
26	SEST-18S	9	Surface Mount Straight Enclosure for 185+, 185M+	680.31	75.59	Yes
27	185C+	86	8" In-Wall/In-Celling PoE+ IP Loudspeaker System with LED Display	70,742.74	822.59	Yes
28	SEST-18SC	86	Surface Mount Straight Enclosure for IBSC+, IBSCF+, IBSCMF+, IBSCH+ & IBSCM+	7,274.74	84.59	Yes
29			CAT 6 Cabling Materials and Hardware			
30	CCBCC6EPVCBL	32,000	CAT6 CBL 550MHZ 4PR - 1,000 ft. per unit/box	7,776.00	0.24	No
31	R345	109	R145 mod end - CAT 6	79,46	0,73	No
32	ICMPP02460	15	24 PORT CAT6 RACK MOUNT PATCH PANEL	1,620.00	108.00	No
33	GCPO85S607-BL	109	CAT6 Patch cord — 7ft - Blue	257.51	2,36	No
34	GCTT-MISC	. 1	Misc. Cabiling Support Hardware	750.00	750.00	No
35			Notification Software Assurance & Support			
36	ENS-S	5	Support 1Yr - Small Site Enhanced Service & Support Contract	16,818.75	3,363,75	Yes
37	* Announce-T1-PCS	1,250	Support 1Yr - Audio and Text Notification for Claco Endpoints: 101 - 500	3,637.50	2,91	Yes
38	Announce-Scheduler-T1 PCS	1,250	Support 1Yr - Announce-Scheduler for Cisco Endpoints: 101 - 500	2,137.50	1.71	Yes
39	Announce-API-3P-PCS	5	Support 1Yr - 3rd Party API License	712.50	142.50	Yes
40						

PEPPM Contracted Equ	PEPPM Contracted Equipment Pricing		
Material Total	\$147,438.15		
MFG Discount	(\$4,177.60)		
Sales Tax at 7.975%	\$11,425.03		
Grand Total for PEPPM Contract Equipment	\$154,685.58		
Non-PEPPM Contracted Equ	Ilpatent Pricing		
Materal Total	\$10,482.97		
Equipment Handling	\$238.00		
Sales Tax at 7.975%	\$855,00		
Total Non-PEPPM	\$11,575.97		
Activate SLA Enhanced GCTI Support - 5 Years	\$12,500.00		
Installation / Pro-Services	\$61,621,00		
Total Price	\$240,382.55		
Total PEPPM	\$154,685.58		
Total Non-PEPPM	\$85,696.97		

8/15/2017

ISSUE	Presented to the Board is the Agr Overnight Trip for the Sacrament on February 20-23, 2018.	
ACTION:	Approve or deny the overnight trip Leadership Experience in Sacram February 20-23, 2018.	
RECOMMENDATION:	Recommend approval	
FOR BOARD ACTION:  Motion Nagle:Thomsen:Ja	SecondLunde:	



# Kingsburg Joint Union High School District Agriculture Department

1900 18<sup>th</sup> Avenue Kingsburg, CA 93631 (559) 897-2248

To:

Board of Trustees

Kingsburg Joint Union High School District

From:

Brian Donovan

Agriculture Department Chair

Date:

November 6<sup>th</sup>, 2017

Re:

Request for Approval of Overnight Trip

The Kingsburg High School Agriculture Department is requesting board approval the following overnight trip

What: Sacramento Leadership Experience

Where: Sacramento CA State Capitol and surrounding areas

When: February 20-23 2018

Why: California FFA's premier capstone conference, individuals and teams are prepared to make things happen. Skills for solving problems, making decisions and accomplishing goals are developed. Students step into the role of one of California's State legislators, are assigned a specific California district and spend four days in Sacramento. SLE is all about the role of government, agricultural policy and advocacy. This conference focuses on "DO: the ability of the individual leader and team to put their vision into action."

Who: Top 60 Seniors selected through application process (1 maybe 2 Kingsburg FFA members)

When: Four Day Event, One Conference during National FFA Week

What: Each student will:

- Recall the structure and three branches of government
- Discuss Capitalism v. Socialism, Conservative and Liberal values, and Fiscal v. Social policy
- Analyze the effect of demographics and socioeconomics on voting and policy
- Define the steps from which a bill becomes a law
- Research and debate critical issues in agriculture, environment, food and education
- Create key messages and prepare for legislative visits
- Discuss Senate and Assembly mock legislation and engage in mock lobbying
- Move bills through the legislative process, including policy and fiscal committee hearings
- Debate mock Bills in the State Assembly or Senate Chambers
- Engage in reflection sessions focusing on Doing, Learning, Earning and Serving

Chaperones: Members of the Ag Education Unit from the California Department of Education

Accommodations: Best Western Sutter House Sacramento CA

Cost/Funding source: Student registration cost paid for by the student attending the conference (\$350) Fundraising opportunities will be available to help the students offset the cost of the conference.

Transportation: Agriculture Department Vehicles

If you have any questions or concerns, please contact Brian Donovan by cell phone (650-255-2876). Thank you!

**Upload by December 1st** 

\* next business day when this date occurs on weekend/holiday



## CALIFORNIA ASSOCIATION FFA SACRAMENTO LEADERSHIP EXPERIENCE APPLICATION

#### **APPLICATION MUST BE TYPED**

Name c	of Applicant:								
Home N	Mailing Address:								
City:					Zip Code:				
Home T	elephone Number:								
Email A	ddress:								
FFA Ch	apter:								
1.	I hereby certify that our school's official	the applica records is	ant's current (please reco	, overall, cumu ord on an A=4.	lative, GPA as recorded in 0 scale):				
	ų.	GPA							
	Signature of Scho	ol Official:	_						
	Title of School Off	icial:	-						
2.	We, the undersigned, certify that all information presented on this application is true and accurate to the best of our knowledge, and that the applicant is worthy of participation in this event. We further certify that the applicant agrees to remain onsite for the duration of the conference, will abide by all FFA Association rules, as well as the instructions of the chaperons in charge, wear official FFA dress uniform at ALL conference sessions as directed by those in charge, and agrees to allow any photographs taken at the conference to be used by the FFA Association.								
Signati	ure of Applicant:	(m							
Signate	ure of Chapter Advis	sor:							
Signati	ure of Parent/Legal(	Guardian:							
Signati	ure of School Princi	pal:							



# California FFA Association Sacramento Leadership Experience

February 20-23, 2018

Eligibility:

Any active FFA Member who is currently a Senior in high school.

#### Cost:

The registration fee is \$350 per person. We are able to use this small registration fee because the California Association FFA is subsidizing this conference, as it does with all components of the Integrated Leadership Development Program.

Included in the registration fee are all conference materials, three nights lodging (four to a room), transportation while at the conference, meals, and participation awards for each student.

## DO NOT MAIL A CHECK WITH THE APPLICATION!

Those individuals selected to take part in the conference will be notified with payment due at that time.

## To Apply Applicant Must:

- 1. Be a Graduating Senior in good standing with your FFA Chapter
- 2. Complete entire application
- 3. Submit application by December 1, 2017 at 11:00PM.

Name *		
First Name	Last Name	
FFA ID Numbe	er *	

Region *	▼
Year in Schoo	*
Only High School	Seniors will be considered
Address *	
Street Address	
Street Address Lin	ne 2
City	State / Province
Postal / Zip Code	
Student Email	
example@examp	le.com
FFA Advisor N	lame *
First Name	Last Name
FFA Advisor E	Email *
Cell Phone Nu	umbor *
Cen Phone No	
Area Code P	hone Number

Browse Files

This document can be found at https://www.calaged.org/SLE

## Medical Release & Liability Waiver \*

Browse Files

This document can be found at https://www.calaged.org/SLE

## List your California State Assembly member. \*

If you don't know your state legislators please use the following website to determine your representatives. http://findyourrep.legislature.ca.gov/

## List your California State Senator, \*

If you don't know your state legislators please use the following website to determine your representatives. http://findyourrep.legislature.ca.gov/

Check below those Integrated Leadership Development Conferences in which you have participated. \*

Greenhand Leadership Conference (GLC)

Made For Excellence Conference (MFE)

Advanced Leadership Academy (ALA)

Check below those additional leadership conferences you have participated in. \*

Chapter Officer Leadership Conference (COLC)

Regional Officer Leadership Conference (ROLC)

State FFA Leadership Conference

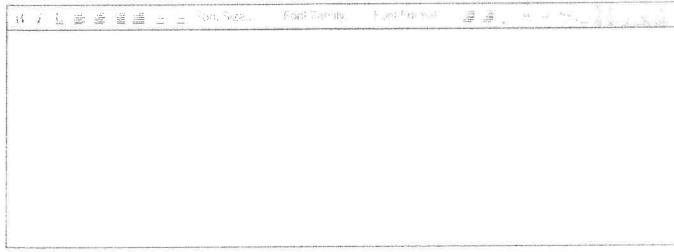
National FFA Convention

List below five different FFA activities which you believe best exemplify your leadership capabilities. \*

And the second s	

1. State Proficiency Finalist - Fruit Production 2. Raise Market Lamb for County Fair 3. Chapter President - 2015-16 4. State Champion Livestock Judging Team - 2014-15 5. Chapter Canned Food Drive Committee Chair

List below up to three NON-FFA leadership experiences you have participated in which you believe contribute most significantly to your ability to benefit from the Sacramento Leadership Experience. \*



Example: 1. ASB President - 2015-16 2. Church Youth Group 3. HS Soccer team

In the space provided below, describe your future educational and career plans. Please include goals, etc. Your response may be no more then 200 words. \*

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you edit the response as well.

In the space provided below, share with us what you perceive the role of State Government in the agriculture industry. Your response may be no more than 200 words.  $^*$ 

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Recommendation: Use a word document to prepare your response to ensure that it is 200 words. A word document will help you edit the response as well.

In the space provided briefly share with us what you see as a major issue facing agriculture in California. Your response may be no more then 200 words. \*

SLE App

Recommendation: Use a word document to prepare your response to ensure that it is 200 words. A word document will help you edit the response as well.

Submit



## CALIFORNIA ASSOCIATION, FFA STUDENT RULE, MEDICAL RELEASE & LIABILITY WAIVER



Chapter Name:	Cha	nter	Na	ime:
---------------	-----	------	----	------

522000 FG			
Street	corn f	N	ame:
Sille	CILL	IA	allic.

Below are the rules, liability waiver and medical release for California Association, FFA conferences and events. Please read through the form and indicate your consent with the appropriate signatures below. By voluntarily signing this waiver, you acknowledge the participation and risks associated with the conference or event.

## Rules for FFA Member Participation

conference (the "Conference"), a program administered by the In exchange for my being allowed to participate in the California Association, FFA ("FFA"), I, and if I am not yet 21 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by each of the following:

- 1. I understand and confirm that my participation in the Program is voluntary.
- 2. I will respect the authority of advisors and FFA staff in charge of FFA activities.
- I will not do anything detrimental to the health and safety of other participants and will respect their rights to safety and comfort at
- 4. I realize that positive conduct is expected from FFA members at all times. Obscene language, roughhousing, or throwing objects will not be tolerated at any time.
- 5. I will not smoke, gamble, use any illegal drugs, or drink alcoholic beverages at any conference activities.
- 6. I will attend every conference session and be in my assigned position prior to starting time.
- For conferences that require an overnight stay, I will be in my assigned room at the prescribed curfew time of 11:00 p.m. and be ready for bed check.
  - a. I will remain in my room that I was assigned to and will not switch rooms unless approved by my FFA Advisor. I will not allow anyone in my room that is not assigned to the room.
  - I will keep my room neat and clean and I understand that any damages that occur to my room will be paid for by those staying in the room.
- 8. I understand that each conference might be photographed or videotaped and those files may be used in publications, websites or other materials produced from time to time. I hereby authorize the reproduction, sale, lease, copyright, exhibition, broadcast and/or any distribution of said photos/videotape without limitation for any purpose whatsoever; and I further waive all rights to any compensation for my child's appearance or participation in the photographs/videotape recordings.
- I realize that as an FFA member, if I am found to be in violation of any of the above rules, I will be subject to disciplinary action. The determination of any disciplinary action will be made by the Regional Supervisor or State FFA Advisor. I fully understand that an infraction of any of these rules may be just cause for being immediately sent home at my expense and barred from any further participation at the conference.

### Liability Waiver

- Identification of Risks. I understand that FFA and its representatives may not be present during my participation in the conference. I understand that my participation in the conference may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Waiver and Release of Liability is intended to address all of the risks of any kind associated with my participation in any aspect of the Conference, or with the time I am involved in the Conference, including, particularly, such risks created by actions, inactions, or negligence on the part of FFA or its directors, officers, employees, agents, advisors, volunteers, successors, or assigns, including but not limited to risks created by the following: (a) the use and condition of various modes of transportation, premises, facilities, and equipment; (b) the lack or inadequacy of policies, rules, or regulations of the Conference; (c) the failure of FFA to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons, other than those affiliated with FFA; (d) the inadequacy or unavailability of medical facilities or treatment; or (e) the lack or inadequacy of supervision.
- Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Conference. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Conference.
- Release and Waiver. I release FFA and its directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Conference (a "Claim"), whether or not caused in whole or part by the negligence or other misconduct of FFA or any of the individuals mentioned above.
- Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) FFA and its 141

directors, officers, employees, agents, volunteers, successors, and assigns from all claims for any liability, injury, loss, damages, or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my participation in the Conference, whether or not caused in whole or in part by the negligence or other misconduct of FFA or any of the individuals mentioned above.

- 5. **Binding Effect.** This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of FFA and its successors and assigns.
- 6. Severability. If any term or provision of this instrument or the application thereof to any person or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

#### Medical Release

I/We, the undersigned, parent(s)/legal guardian(s) of student named on this form, do hereby authorize consent to any x-ray examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care for the above named individual which is deemed advisable by and is to be rendered under the general or special supervision of any physician and/or surgeon licensed under the provisions of the Medical Practice Act whether such diagnosis or treatment is rendered at the office of said physician or at a hospital. It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required and is given to provide authority and power on the part of said physician to render any and all such diagnoses, treatment, or hospital care which the aforementioned physician, in the exercise of his/her best judgment, may deem advisable for my/our son/daughter.

In case of emergency, please try to contact:  Daytime:	Phone:	
Evening:	Phone:	-
A. Special conditions which physician should be aware of (incluing individual allergic to, etc.) and any other pertinent informat Special Medical Conditions/Allergies:	on.	
Current Medications Being Taken:		
B. Data on my/our son/daughter named on this form:		
Full Name:		
Address:	City:	Zip:
Cell Phone:	Birth Date	2:
Parent/Legal Guardian Name:		
C. Medical Insurance Data relative to my/our son/daughter nan	ned on this form:	
Insurance Company:		
Company Phone:	Group Policy:	
Name of Policy Holder:	Policy#:	
I do not carry medical insurance at this time.	r oneyn.	
In exchange for my/our son/daughter being allowed to participate above-named individual, I/we verify that I/we fully understand, agree Liability Waiver	in the Conference, and as the pa e to, and accept all provisions of	rent or legal guardian of the this Rule, Medical Release and
Chapter Name:		
Participant Name:		
Participant Signature:	Г	Date:
		Date:

Parent/Guardian Signature:

ISSUE:	Presented to the Board is the 2017-16 Committee.	8 Agriculture Advisory
1071011		
ACTION:	Approve or deny the 2017-18 Agricult Committee.	ure Advisory
RECOMMENDATION:	Recommend approval	
FOR BOARD ACTION:		
Motion	SecondVote	
Nagle:Thomsen:Jan	ckson: Lunde:	Serpa:



## Kingsburg Joint Union High School District Agriculture Department

1900 18<sup>th</sup> Avenue Kingsburg, CA 93631 (559) 897-2248

To:

Board of Trustees

Kingsburg Joint Union High School District

From:

Brian Donovan

Agriculture Department Chair

Date:

November 6<sup>th</sup> 2017

Re:

2017-18 Agriculture Advisory Committee

The Kingsburg High School Agriculture Department is requesting board approval of the individuals selected to serve on the 2017-18 Agriculture Advisory Committee. This committee, comprised of 7 community members, meets 2-3 times per year to provide valuable input and direction for the Ag Department.

Tim Morris – Dave Wilson Nursery
Jesus Urueta – West Air Welding Supply
Jeff Bortolussi – B & C Packing
Lance Jackson – Kings Gate Ranch
Frank Tebeau – College of the Sequoias
Kevin Esau – Goemar Crop Production
Makayla – Graduate Student

If you have any questions or concerns, I can be reached in the agriculture office (897-2248) or by cell phone (650-255-2876). Thank you.

ISSUE:	Presented to the Board is Resolut Date and Time of the Annual Orga Board for December 2017.	
ACTION;	Approve or deny the date of For the Annual Organizational Med	eting of the Board.
RECOMMENDATION:	Recommend approval	
FOR BOARD ACTION:		
Motion	Second	
Nagle: Thomsen: Ja	ackson: Lunde:	Serpa:



# KINGSBURG JOINT LINION HIGH SCHOOL DISTRICT

1900 18<sup>th</sup> Avenue • Kingsburg, California 93631 • (559) 897-7721 • FAX (559) 897-7759

Don Shoemaker, Superintendent

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

BEFORE THE GOVERNING BOARD OF THE KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT COUNTY OF FRESNO, CALIFORNIA



La tha Matter & Catt		· v			
In the Matter of Setting the Day and Time of the Annual Organiza Meeting of the Board	itional	) ) )	RESOLUTIO		
WHEDEAS Colifornia Educa	tion Code	oostise O	15140 /!:-		
WHEREAS, California Educa			, , ,	,	
72000 (applicable to community colle	-				
organizational meeting on a day with					pon which a
governing board member elected take					
WHEREAS, pursuant to the a	aforementio	ned stat	utes, the ann	ual organizational mee	ting day and
time is to be selected by the governin	g board at t	the regul	ar meeting he	eld immediately prior to	the first day
of the 15-day period.					
NOW, THEREFORE, BE I	T RESOLV	/ED tha	t the	day of December	er 2017, at
, is the day	and time of	ordered a	as the day of	the annual organization	nal meeting
for the above-named governing board					
BE IT FURTHER RESOLVED	that the cl	lerk/secr	etary of the g	overning board is direc	ted to notify
the Fresno County Superintendent of	Schools b	y sendir	g an execute	ed copy of this Resolut	tion and the
attached Certification to the Fresno Co	ounty Supe	rintender	nt of Schools.		
BE IT FURTHER RESOLVE	O the clerk	/secretar	y of the gov	erning board shall, with	hin 15 days
prior to the day of the annual organiza			_	_	
day and time selected for the annual c					
The foregoing Resolution was	_				
the governing board hereof by the follo			,		
	viiiig voto.				
Board Member – Steve Nagle	:_Yes	No	Abstain	Absent	
Board Member – Johnie Thomsen	Yes		Abstain	Absent	
Board Member – Rick Jackson	===2			Absent	
Board Member – Brent Lunde	Yes	No	Abstain	Absent	
Board Member – Mike Serpa		-	Abstain		
Pedra Member Mine Corpa	,			7,000110	
Dated: November 13, 2017					
Signs	atura				
Signa	iture:	Mike Ser	pa. President	t of the Board	

Print Name: Mr. Mike Serpa, President of the Board

## CERTIFICATION

COUNTY OF	FRESNO	
the day and t	time of the annual organiza	ify that the above is a true and correct copy of a Resolution setting ational meeting of the governing board, and that such Resolution
appears in the	November 13, 2017.	overning board under that date.
	•	
	Signature:	Mike Serpa, President of the Board
	Print Name:	Mr. Mike Serpa, President of the Board

STATE OF CALIFORNIA

### POLICY GUIDE SHEET May 2017 Page 1 of 3

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

#### BP/AR 1312.3 - Uniform Complaint Procedures

(BP/AR revised)

Policy and regulation updated to reflect NEW LAW (AB 2306, 2016) which authorizes the use of uniform complaint procedures for complaints alleging noncompliance with requirements related to course credit transfer and exemption from local graduation requirements for former juvenile court school students. Regulation also references NEW LAW (SB 1375, 2016) which requires districts, on or before July 1, 2017, to post information relating to Title IX, including specified information about complaint procedures, on their web sites.

#### BP 1340 - Access to District Records

(BP revised)

Policy updated to reflect NEW COURT DECISION (City of San Jose v. Superior Court) which held that using a personal account or device to send or receive communications regarding public business does not categorically exclude those records from disclosure in response to a request under the California Public Records Act and that public agencies are obliged to disclose applicable records that they can locate with reasonable effort.

#### BP 2121 - Superintendent's Contract

(BP revised)

Policy updated to reflect NEW LAW (SB 1436, 2016) which requires the board, prior to taking final action on the superintendent's salary or benefits, to orally report a summary of the recommended action during open session of a board meeting. Updated policy also clarifies that deliberations regarding the superintendent's salary or other compensation cannot be held during a special meeting of the board.

## BP/AR 3551 - Food Service Operations/Cafeteria Plan

(BP/AR revised)

Policy and regulation updated to reflect NEW FEDERAL GUIDANCE (U.S. Department of Agriculture Memorandum SP 46-2016 and SP 23-2017) which mandates any district participating in the National School Lunch and/or Breakfast Program to adopt a written policy on meal charges, including the collection of delinquent meal charge debt, no later than July 1, 2017, and to annually communicate that policy to parents/guardians. Policy and regulation also reflect NEW STATE GUIDANCE (California Department of Education Management Bulletin SNP-03-2017) which requires district policy to ensure that students with unrecovered or delinquent meal charge debt are not overtly identified, requires that debt collection efforts are consistent with specified cost principles, and establishes conditions for reclassifying unpaid debt as bad debt. Policy also revised to reflect the Buy American provision of federal regulations which requires districts, to the maximum extent practicable, to purchase domestically grown and processed foods.

#### AR 3580 - District Records

(AR revised)

Regulation updated to revise material related to the retention of electronic records, including records pertaining to district business that are created, saved, sent, or received on an employee's or board member's personal device, to reflect NEW COURT DECISION (City of San Jose v. Superior Court) which held that such records may be accessible to the public in accordance with the California Public Records Act.

#### POLICY GUIDE SHEET

May 2017 Page 2 of 3

#### BP/AR 4127/4227/4327 - Temporary Athletic Team Coaches

(BP/AR revised)

Policy and regulation updated to reflect NEW LAW (AB 1639, 2016) which requires coaches, beginning July 1, 2017, to complete a training course related to the nature and warning signs of sudden cardiac arrest and to retake such a course every two years thereafter. Policy also allows a coach to submit either the Activity Supervisor Clearance Certificate or the Department of Justice and Federal Bureau of Investigation criminal background check. Material regarding certification of coaches' qualifications to the board and the State Board of Education moved from AR to BP.

#### BP 4312.1 - Contracts

(BP revised)

Policy updated to reflect NEW LAW (SB 1436, 2016) which requires the board, prior to taking final action on the salary or benefits of employees whose position within the district is established through an employment contract, to orally report a summary of the recommended action during open session of a board meeting. Updated policy also clarifies the limited circumstances under which salary and benefits may be discussed in closed session and the prohibition against discussing salary or other compensation during a special meeting of the board.

#### AR 5145.3 - Nondiscrimination/Harassment

(AR revised)

Regulation updated to reflect NEW LAW (SB 1375, 2016) which requires districts and schools to post specified Title IX information on their web sites by July 1, 2017. Regulation also explains the limited impact in California of the February 22, 2017 federal action to rescind earlier guidance regarding transgender students' use of sex-segregated facilities in accordance with their gender identity.

#### BP 6142.93 - Science Instruction

(BP revised)

Policy updated to reflect the NEW CURRICULUM FRAMEWORK for science instruction adopted by the State Board of Education in November 2016 and the Next Generation Science Standards. Policy also adds new material related to the required course of study, science courses required for high school graduation, staff development, program evaluation, and safety in science laboratories.

#### BP 6145 - Extracurricular and Cocurricular Activities

(BP revised)

Policy updated to reflect law which provides that a homeless student must be immediately deemed to meet all residency requirements for participation in extracurricular activities. Legal cites added for the prohibition against student fees and the requirement to annually review the policy.

#### BP/AR 6145.2 - Athletic Competition

(BP/AR revised)

Policy and regulation updated to reflect NEW LAW (AB 1639, 2016) which requires (1) distribution to student athletes and parents/guardians of information on the nature and warning signs of sudden cardiac arrest, (2) training of coaches and athletic directors on the nature and warning signs of sudden cardiac arrest, and (3) removal of a student from an athletic activity if he/she passes out or faints, until clearance is obtained from a health care provider. Policy also updated to reflect the prohibition against the use of a racially derogatory or discriminatory athletic team name, mascot, or nickname. Policy reflects law which provides that a homeless student must be immediately deemed to meet all residency requirements for participation in interscholastic athletic activities. Regulation also updated to reflect NEW LAW (SB 1375, 2016) which requires districts and schools to post specified Title IX information on their web sites by July 1, 2017.

### POLICY GUIDE SHEET May 2017 Page 3 of 3

### BP/AR 6178.1 - Work-Based Learning

(BP/AR revised)

Policy updated to add material formerly in AR regarding board approval of any district plan for work-based learning and board approval to pay students' wages out of district funds. Regulation updated to reflect NEW LAW (AB 2063, 2016) which authorizes the district to grant credit for satisfactory completion of a work experience education program to students ages 14-15 when the principal certifies that such credit is necessary for the student's participation in a career technical education (CTE) program. Regulation also reflects provision of AB 2063 which allows students to participate in job shadowing activities for up to 40 hours per semester, intersession, or summer school session if the principal certifies that it is necessary for participation in a CTE program.

## BP 7214 - General Obligation Bonds (BP revised)

Policy updated to reflect NEW LAW (SB 1029, 2016) which requires the board to adopt a debt management policy prior to issuing any debt, including a general obligation bond, and to certify to the California Debt and Investment Advisory Commission that any proposed issuance of debt is consistent with the district's policy. Policy also reflects NEW LAW (AB 2116, 2016) which requires the board to obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor, and NEW LAW (AB 2738, 2016) which prohibits districts from withdrawing proceeds from bond sales at any time for the purpose of making investments outside the county treasury. Policy also adds caution that some uses of bond proceeds that are specified in the Education Code for bond elections with a 66.67 percent threshold may be inconsistent with the California Constitution and encourages consultation with legal counsel.

## BB 9012 - Board Member Electronic Communications (BB revised)

Bylaw updated to reflect NEW COURT DECISION (City of San Jose v. Superior Court) which held that using a personal account or device to send or receive communications regarding public business does not categorically exclude those records from disclosure in response to a request under the California Public Records Act and that public agencies are obliged to disclose applicable records that they can locate with reasonable effort.

## Kingsburg High School

#### BANK RECONCILIATION REPORT

As of Statement Ending Date: 9/29/2017

Bank Code: A - Cash-Checking-WestAmerica Bank

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

139,058\_38 Opening Bank Statement Balance: 76,722,96 Cleared Deposits 66,435,66 Cleared Checks and Charges; Cleared Adjustments: (26.50)

> 149,319.18 Calculated Bank Balance:

7,366.87 Less: Outstanding Checks: 23.01 Plus: Deposits In Transit: 0.00 Plus: Uncleared Adjustments:

Calculated Book Balance: 141,975.32 141,975.32 Actual Book Balance:

> VARIANCE: 0.00

Ending Bank Statement Balance: Calculated Bank Balance: Out of Balance Amount: 149,319.18 149,319.18 0.00

Prepared by:

Reviewed by:

Date:  $\frac{10/4/17}{10-5-3017}$ 

Print Date: 10/04/2017

Print Time: 8:50:40AM

Page: 1

## ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 9/1/2017 through 9/30/2017

Account Range, ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					076 22
100-00-00 Cash-Checking-WestAmerica Bank	126,993,29	76,696 46	61:714 43		141 975 32
105-00-00 CD-WestAmerica Bank	10,011.75				10.011.75
110-00-00 CD-WeslAmerica Bank	18,302,41				18,302,41
115-00-00 CD-WestAmerica Bank	10,000.00				10,000,00
120-00-00 Petty Cash	100.00				100.00
910-00-00 Web Store Clearing Bank	29.00				29.00
Total Cash Accounts	165,436,45	76,696.46	61,714.43	0.00	180,418 48
Other Accounts					0.00
004-40-00 CLASS OF 2004	0.00				0.00
005-40-00 CLASS OF 2005	0.00				
006-40-00 CLASS OF 2006	0.00				0.00
007-40-00 CLASS OF 2007	0.00				0.00
008-40-00 CLASS OF 2008	0.00				0,00
009-40-00 CLASS 2009	0.00				0.00
010-00-00 CLASS 2010	10.00				10.00
011-40-00 CLASS 2011	0.00				0.00
012-40-00 CLASS 2012	0.00				0,00
013-40-00 CLASS 2013	0.00				0.00
014-00-00 CLASS 2014	0.00				0.00
015-00-00 Class 2015	0.00				0.00
015-40-00 CLASS 2015	0.00				0.00
016-00-00 CLASS 2016	0.00				0.00
017-00-00 CLASS 2017	2,717.90		848.87		1.869.03
018-00-00 CLASS 2018	2,719.30		187.42		2.531.88
019-00-00 CLASS 2019	525.00				525.00
020-40-00 Class 2020	675.00				675.00
101-00-00 DUE TO STUDENT BODY	0.00				0.00
102-30-00 FELLOWSHIP OF CHRISTIAN ATHLET	55.27	162.59	162,59		55.27
103-40-00 AUTOSHOP OPPORTUNITIES	2,420.03		201,87		2.218.16
104-40-00 LIFE SKILLS	914.04				914,04
106-10-10 GOLF~BOYS	90.00	1,043.00			1,133.00
106-10-20 GOLF~GIRLS	0.00	255.00	533.50		(278.50)
107-00-00 BAND	225.98				225,98
107-01-00 CHOIR	82.00				82.00
107-02-00 COLOR GUARD	0.00				0.00
108-00-00 PRE-MED SCHOLARSHIP	0.00				0.00
108-30-00 PRE-MED CLUB	1,198.50				1,198.50
109-30-00 A RANDOM KINDNESS	567.61		17.94		549.67
109-30-01 FBLA-PRINTING ACCOUNT	0.00				0.00
111-00-00 STUDENT BODY GENERAL	14,766.13	9,426.26	12,186,83	(5,860.00)	6,145.56
111-01-00 SCHOLARSHIP ACCOUNT	2,604.67	7,000.00	1,000.00		8,604.67
111-02-00 SPECIAL PROJECTS	1,355.25				1,355.25
112-30-00 VIRTUAL ENTERPRISE	0.00				0.00
113-40-00 LIBRARY OPPORTUNITIES	19.30				19.30
114-30-00 BEYOND BELIEF	0.00				0.00
116-00-00 RIBBONS OF HOPE	330.35	396.20			726.55
117-00-00 PEPSI FUND	313.02				313.02
118-00-00 ENGLISH OPPORTUNITIES	840.99		113 57		727-42
119-00-00 PRE-LAW CLUB	57.69				57,69
121-10-00 CONCESSIONS	417.53	4,756.20	6,710,08		(1.536.35)
122-10-10 TENNIS~BOYS	0.00				0.00
122-10-20 TENNIS~GIRLS	438.73				438.73
123-10-10 SOCCER~BOYS	451.70	161.75			613-45
Print Date: 10/04/2017					Page: 1

## ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 9/1/2017 through 9/30/2017

Account Range: ALL

ACCOUNT #	AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
123-10-20	SOCCER~GIRLS	50 67				50 67
124-10-00 V	WEIGHTLIFTING	1,562,28				1 562 28
125-10-10 F	FOOTBALL	23,60	2,583.00			2.606 60
126-10-00 E	BASKETBALL	1,00				1 00
127-10-10 E	BASEBALL	665,69				665 69
128-10-20	SOFTBALL	0.00				0_00
129-10-00	CROSS COUNTRY	12,658.09	6,796.00	1,543,36	(500,00)	17 410 73
130-40-00 A	AVID	3,887.56	581,00	950 00	(150.00)	3,368,56
130-40-09 A	AVID 9	0.00				0.00
130-40-10 A	AVID 10	0.00				0.00
130-40-11 A		0.00				0.00
130-40-12 A	AVID 12	139.87			150_00	289.87
131-40-00 Y	/EARBOOK	38,396.64	9,490.00			47,886,64
	/IKING VOICE	0.00				0,00
	OTA LAMBDA CHI	1,664.13				1,664,13
	MU ALPHA THETA	1,492.05				1,492,05
	SCI OPPORT-GRANT #2	0.00				0.00
	SCIENCE OPPORTUNITIES	1,447.86				1.447.86
	SCI OPPORT-GRANT #1	0.00				0.00
	KEY CLUB	1,440.05	177.00			1,617.05
	KEY CLUB-LT GOV FUND	0.00				0.00
	CSF	729.99	905.00			1,634.99
	OLLEYBALL	0.00				0.00
	AP OPPORTUNITIES	690.96				690.96
	ART CLUB	470.21				470.21
	HISTORY OPPORTUNITIES	1,596.35	360			1.596.35
	GREEN CLUB	823.93				823,93
145-00-00 F		3,055.44	9,027.59	7,903.33		4.179.70
	FA-ORNAMENTAL HORTICULTURE	2,761.48		567.93		2.193.55
	FA DONATION ACCOUNT	475.00				475.00
148-10-10 V		619.62				619.62
	ose Valencia Scholarship	150.00				150.00
150-10-00 A		1,751.45	16,476.00	20,416,04	5,860.00	3,671.41
	ATHLETICS-TOURNAMENT ACCOUNT	0.00				0.00
	MULTI-CULTURAL CLUB	981.06				981.06
152-40-00 F		(13.52)	2,813.08	5,913.26		(3,113.70)
	SYM CLOTHES	4,029.51	166.00	2,457.84		1,737.67
	RIDAY NIGHT LIVE	0.00				0.00
159-10-00 A		149.56			500.00	649.56
	MATH PROJECT	0.00				0.00
165-00-00 K		428.32	535.00			963.32
	(AEC OPPORTUNITIES	0.00				0.00
	DRAMA CLUB	15,567.43				15,567,43
	SHAKESPEAREAN STUDY TOUR	0.00				0.00
	CCIENCE CLUB	286.96				286,96
	EACHERS OF TOMORROW	878.79				878.79
176-10-00 T		8,526.93				8,526.93
405-00-00 D		26,027.58	3,188.84			29,216.42
	Veb Store Clearing for Remitt	(1,100.80)	756.95			(343.85)
	Veb Store Fees	(675.28)				(675_28)
	tal Other Accounts	165,436.45	76,696.46	61,714.43	0.00	180,418.48

## Kingsburg High School

#### BANK RECONCILIATION REPORT

As of Statement Ending Date 10/31/2017

Bank Code: A - Cash-Checking-WestAmerica Bank

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

Opening Bank Statement Balance:

149,319.18 58,585.76

Cleared Deposits:

Cleared Checks and Charges

63,016.28

Cleared Adjustments:

751.07

Calculated Bank Balance:

145,639.73

Less:

Outstanding Checks:

15,072.24

Plus:

Deposits In Transit:

23.01

Plus:

Uncleared Adjustments:

0.00

Calculated Book Balance

130,590.50

Actual Book Balance:

130,590.50

VARIANCE:

0.00

Ending Bank Statement Balance:

Calculated Bank Balance: Out of Balance Amount: 145,639.73

145,639.73

0.00

Prepared by:

Reviewed by:

Date: 11/6/17

Date: 11-6-2017

Print Date: 11/06/2017 Print Time: 10:27:50AM Page: 1

## ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 10/1/2017 through 10/31/2017

Account Range ALL

Cash Accounts  100-00-00	141,975 32 10,011,75 18,302,41 10,000 00 100,00 29,00 180,418,48	59,336.83 59,336.83	70,721,65		130,590 50 10,011 75 18 302 41
105-00-00 CD-WestAmerica Bank 110-00-00 CD-WestAmerica Bank 115-00-00 CD-WestAmerica Bank 120-00-00 Petty Cash 910-00-00 Web Store Clearing Bank Total Cash Accounts  Other Ac	10,011,75 18,302,41 10,000,00 100,00 29,00 180,418,48		70,721,65		10.011 75 18 302 41
110-00-00 CD-WestAmerica Bank 115-00-00 Petty Cash 910-00-00 Web Store Clearing Bank Total Cash Accounts  Other Accounts  004-40-00 CLASS OF 2004 005-40-00 CLASS OF 2005 006-40-00 CLASS OF 2006 007-40-00 CLASS OF 2007 008-40-00 CLASS OF 2008 009-40-00 CLASS OF 2008 009-40-00 CLASS 2010 011-40-00 CLASS 2011 012-40-00 CLASS 2012 013-40-00 CLASS 2013 014-00-00 CLASS 2015 015-40-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2016	18,302,41 10,000 00 100,00 29.00 180,418,48	59,336.83			18 302 41
115-00-00 CD-WestAmerica Bank 120-00-00 Petty Cash 910-00-00 Web Store Clearing Bank Total Cash Accounts  Other Accounts  004-40-00 CLASS OF 2004 005-40-00 CLASS OF 2005 006-40-00 CLASS OF 2006 007-40-00 CLASS OF 2007 008-40-00 CLASS OF 2008 009-40-00 CLASS OF 2008 009-40-00 CLASS 2010 011-40-00 CLASS 2011 012-40-00 CLASS 2012 013-40-00 CLASS 2013 014-00-00 CLASS 2015 015-40-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2016	10,000 00 100,00 29.00 180,418,48	59,336.83			
120-00-00 Petty Cash 910-00-00 Web Store Clearing Bank Total Cash Accounts  Other Accounts  Ot	100,00 29.00 180,418,48	59,336.83			
910-00-00 Web Store Clearing Bank Total Cash Accounts  Other Accounts  004-40-00 CLASS OF 2004  005-40-00 CLASS OF 2005  006-40-00 CLASS OF 2006  007-40-00 CLASS OF 2007  008-40-00 CLASS OF 2008  009-40-00 CLASS 2009  010-00-00 CLASS 2010  011-40-00 CLASS 2011  012-40-00 CLASS 2012  013-40-00 CLASS 2013  014-00-00 CLASS 2015  015-40-00 CLASS 2015  016-00-00 CLASS 2016  017-00-00 CLASS 2017	29.00	59,336.83			10,000 00
Total Cash Accounts  Other Accounts  004-40-00 CLASS OF 2004  005-40-00 CLASS OF 2005  006-40-00 CLASS OF 2006  007-40-00 CLASS OF 2007  008-40-00 CLASS OF 2008  009-40-00 CLASS 2009  010-00-00 CLASS 2010  011-40-00 CLASS 2011  012-40-00 CLASS 2012  013-40-00 CLASS 2013  014-00-00 CLASS 2014  015-00-00 CLASS 2015  016-00-00 CLASS 2016  017-00-00 CLASS 2016	180,418,48	59,336.83			100.00
Other Accounts  004-40-00 CLASS OF 2004  005-40-00 CLASS OF 2005  006-40-00 CLASS OF 2006  007-40-00 CLASS OF 2007  008-40-00 CLASS OF 2008  009-40-00 CLASS 2009  010-00-00 CLASS 2010  011-40-00 CLASS 2011  012-40-00 CLASS 2012  013-40-00 CLASS 2013  014-00-00 CLASS 2014  015-00-00 CLASS 2015  016-00-00 CLASS 2016  017-00-00 CLASS 2016		59,336.83			29.00
004-40-00 CLASS OF 2004 005-40-00 CLASS OF 2005 006-40-00 CLASS OF 2006 007-40-00 CLASS OF 2007 008-40-00 CLASS OF 2008 009-40-00 CLASS 2009 010-00-00 CLASS 2010 011-40-00 CLASS 2011 012-40-00 CLASS 2012 013-40-00 CLASS 2013 014-00-00 CLASS 2014 015-00-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2017	0.00		70,721,65	0.00	169,033 66
004-40-00 CLASS OF 2004 005-40-00 CLASS OF 2005 006-40-00 CLASS OF 2006 007-40-00 CLASS OF 2007 008-40-00 CLASS OF 2008 009-40-00 CLASS 2009 010-00-00 CLASS 2010 011-40-00 CLASS 2011 012-40-00 CLASS 2012 013-40-00 CLASS 2013 014-00-00 CLASS 2014 015-00-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2017	0.00				
006-40-00 CLASS OF 2006 007-40-00 CLASS OF 2007 008-40-00 CLASS OF 2008 009-40-00 CLASS 2009 010-00-00 CLASS 2010 011-40-00 CLASS 2011 012-40-00 CLASS 2012 013-40-00 CLASS 2013 014-00-00 CLASS 2014 015-00-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2017					0_00
007-40-00 CLASS OF 2007 008-40-00 CLASS OF 2008 009-40-00 CLASS 2009 010-00-00 CLASS 2010 011-40-00 CLASS 2011 012-40-00 CLASS 2012 013-40-00 CLASS 2013 014-00-00 CLASS 2014 015-00-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2017	0.00				0 00
008-40-00 CLASS OF 2008 009-40-00 CLASS 2009 010-00-00 CLASS 2010 011-40-00 CLASS 2011 012-40-00 CLASS 2012 013-40-00 CLASS 2013 014-00-00 CLASS 2014 015-00-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2017	0.00				0.00
008-40-00 CLASS OF 2008 009-40-00 CLASS 2009 010-00-00 CLASS 2010 011-40-00 CLASS 2011 012-40-00 CLASS 2012 013-40-00 CLASS 2013 014-00-00 CLASS 2014 015-00-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2017	0.00				0_00
009-40-00 CLASS 2009 010-00-00 CLASS 2010 011-40-00 CLASS 2011 012-40-00 CLASS 2012 013-40-00 CLASS 2013 014-00-00 CLASS 2014 015-00-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2017	0.00				0.00
010-00-00 CLASS 2010 011-40-00 CLASS 2011 012-40-00 CLASS 2012 013-40-00 CLASS 2013 014-00-00 CLASS 2014 015-00-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2017	0.00				0.00
011-40-00 CLASS 2011 012-40-00 CLASS 2012 013-40-00 CLASS 2013 014-00-00 CLASS 2014 015-00-00 Class 2015 015-40-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2017	10.00				10.00
012-40-00 CLASS 2012 013-40-00 CLASS 2013 014-00-00 CLASS 2014 015-00-00 Class 2015 015-40-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2017	0.00				0.00
013-40-00 CLASS 2013 014-00-00 CLASS 2014 015-00-00 Class 2015 015-40-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2017	0.00				0.00
014-00-00 CLASS 2014 015-00-00 Class 2015 015-40-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2017	0.00				0.00
015-00-00 Class 2015 015-40-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2017	0.00				0.00
015-40-00 CLASS 2015 016-00-00 CLASS 2016 017-00-00 CLASS 2017	0.00				0.00
016-00-00 CLASS 2016 017-00-00 CLASS 2017	0.00				0.00
017-00-00 CLASS 2017	0.00	Gi.			0.00
	1,869.03		1,201.85		667.18
	2,531.88		750.00		1.781.88
019-00-00 CLASS 2019	525.00		79.47		445.53
020-40-00 Class 2020	675.00		13.41		675.00
	0.00				0.00
101-00-00 DUE TO STUDENT BODY	55.27				55,27
102-30-00 FELLOWSHIP OF CHRISTIAN ATHLET	2,218,16	350.00	118.08		2.450.08
103-40-00 AUTOSHOP OPPORTUNITIES 104-40-00 LIFE SKILLS	914.04	330.00	110.00		
100-10-10 LIFE SKILLS			22.40		914.04
103-40-00 AUTOSHOP OPPORTUNITIES  104-40-00 LIFE SKILLS  106-10-10 GOLF~BOYS Half Frankling  106-10-20 GOLF~GIRLS	1,133.00		33.40		1,099.60
106-10-20 GOLF~GIRLS	(278.50)				(278.50)
107-00-00 BAND	225.98				225.98
107-01-00 CHOIR	82,00				82,00
107-02-00 COLOR GUARD	0,00				0.00
108-00-00 PRE-MED SCHOLARSHIP	0.00				0.00
108-30-00 PRE-MED CLUB	1,198,50		040.00		1,198,50
109-30-00 A RANDOM KINDNESS	549.67		212.22		337.45
109-30-01 FBLA-PRINTING ACCOUNT	0.00				0.00
111-00-00 STUDENT BODY GENERAL	6,145.56	4,935.60	7,698.45		3.382.71
111-01-00 SCHOLARSHIP ACCOUNT	8,604.67		1,000.00		7,604,67
111-02-00 SPECIAL PROJECTS	1,355.25	303.00	1,220.34		437.91
112-30-00 VIRTUAL ENTERPRISE	0.00				0.00
113-40-00 LIBRARY OPPORTUNITIES	19.30				19.30
114-30-00 BEYOND BELIEF	0.00				0.00
116-00-00 RIBBONS OF HOPE	726.55	481.25	150.00		1.057.80
117-00-00 PEPSI FUND	313.02				313.02
118-00-00 PEPSITOND  118-00-00 ENGLISH OPPORTUNITIES  119-00-00 PRE-LAW CLUB  121-10-00 CONCESSIONS SPEND	727.42				727.42
119-00-00 PRE-LAW CLUB	57.69				57,69
121-10-00 CONCESSIONS Spran	(1,536 35)	1,920.67	1,881.56		(1,497_24) ~
122-10-10 TENNIS~BOYS	0.00		9.5		0.00
122-10-20 TENNIS~GIRLS	0 00		77		0.00
123-10-10 SOCCER~BOYS	438.73		74		438.73
rint Date: 11/06/2017		144.50	541.13		

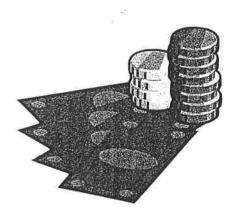
## ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range, 10/1/2017 through 10/31/2017

Account Range ALL

ACCOUN	NT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
123-10-2	0 SOCCER~GIRLS	50 67				50.67
124-10-0	0 WEIGHTLIFTING	1 562 28				1 562 28
125-10-1	0 WEIGHTLIFTING 0 FOOTBALL 0 BASKETBALL 0 BASEBALL Branch from the company of the	2,606 60	100 00	400_00		2,306 60
126-10-0	O BASKETBALL but 1	1 00				1 00
127-10-1	O BASEBALL BLAND from	665 69	2,624 25	7,750.00		(4,460,06)
128-10-20	O SOFTBALL	0 00				0,00
129-10-0	CROSS COUNTRY	17,410,73	477:00	3,368.73		14.519.00
130-40-00	D AVID	3,368:56	2,836.45	1,601,44		4,603.57
130-40-09	AVID 9	0 00				0,00
130-40-10	O AVID 10	0,00				0.00
130-40-11	AVID 11	0,00				0.00
130-40-12	2 AVID 12	289.87	150.00	150,00		289 87
131-40-00	) YEARBOOK	47,886.64	16,256,25	330.00		63,812.89
132-40-00	VIKING VOICE	0.00				0.00
133-30-00	IOTA LAMBDA CHI	1,664.13				1.664.13
134-30-00	MU ALPHA THETA	1,492.05		225.24		1,266,81
135-00-02	SCI OPPORT-GRANT #2	0.00				0.00
135-40-00	SCIENCE OPPORTUNITIES	1,447.86	700.00			2.147.86
135-40-01	SCI OPPORT-GRANT #1	0.00				0.00
136-30-00	KEY CLUB	1,617.05	279.00	473.13		1.422,92
136-30-01	KEY CLUB-LT GOV FUND	0.00				0.00
137-30-00	CSF	1,634.99				1.634.99
138-10-20	VOLLEYBALL	0.00	100.00			100.00
139-00-00	AP OPPORTUNITIES	690.96				690,96
140-30-00	ART CLUB	470.21				470.21
141-00-00	HISTORY OPPORTUNITIES	1,596,35				1,596,35
142-00-00	GREEN CLUB	823.93				823.93
145-00-00	FFA	4,179.70	640.80	4,304.29		516.21
145-01-00	FFA-ORNAMENTAL HORTICULTURE	2,193,55		347.59		1,845,96
	FFA DONATION ACCOUNT	475.00				475,00
148-10-10	WRESTLING	619.62	1,775.00			2,394.62
149-10-00	Jose Valencia Scholarship	150.00				150.00
	ATHLETICS	3,671,41	21,430.79	10,416.31		14,685.89
	ATHLETICS-TOURNAMENT ACCOUNT	0.00				0.00
	MULTI-CULTURAL CLUB	981.06				981,06
152-40-00	PEP SQUAD	(3,113.70)	3,452.19	320.00		18.49
	GYM CLOTHES	1,737.67	89.28			1,826.95
	FRIDAY NIGHT LIVE	0.00				0.00
	AQUATICS	649.56				649.56
	MATH PROJECT	0.00				0.00
165-00-00		963.32	43.16	120.84	(535.00)	350.64
165-01-00	KAEC OPPORTUNITIES	0,00				0.00
168-30-00	DRAMA CLUB	15,567.43	14.55			15,581,98
170-40-00	SHAKESPEAREAN STUDY TOUR	0.00				0.00
173-30-00	SCIENCE CLUB	286.96				286 96
175-30-00	TEACHERS OF TOMORROW	878.79				878.79
176-10-00		8,526.93				8.526.93
405-00-00		29,216.42	402.43	26,027.58	535.00	4,126,27
900-00-00	Web Store Clearing for Remitt	(343.85)	(161.38)			(505.23)
920-00-00	Web Store Fees	(675.28)	(7,96)			(683 24)
Τ	otal Other Accounts	180,418.48	59,336.83	70,721.65	0.00	169,033,66

## KINGSBURG HIGH SCHOOL DISTRICT CASH BALANCE/ALL FUNDS As Of October 31, 2017



FUND TRANSACTION NUMBER	FUND DESCRIPTION	FUND #	BEGINNING CASH BALANCE		TOTAL CASH AVAILABLE	EXPENDITURES	ENDING CASH BALANCE
60001	GENERAL	0100	3,534,366	2,477,181	6,011,547	2,513,573	3,497,974
	ALL OTHER FUNDS						
60008	CAFETERIA	1300	13,346	133	13,479	4,432	9,047
60005	DEF. MAINTENANCE	1400	29,624	308	29,932	6,505	23,427
60020	SPECIAL RESERVE	1700	98,295	393	98,688	344	98,344
60025	SPECIAL RESERVE FUND #1	1701	16,799	79	16,878	70	16,808
65243	BUILDING FUND GO BOND 2014	2103	118,558	1,219	119,777	4,036	115,741
65294	BUIDLING FUND GO BOND 2016	2104	7,294,961	153,923	7,448,884	261,357	7,187,527
60006	CAPITAL FACILITIES	2500	415,113	39,227	454,340	28,150	426,190
60030	STATE SCH BUILDING	3006	8,876	34	8,910	8,910	0
65005	BOND INTEREST & REDEMPTION FUN	5100	332,886	5372	338,258	4,163	334,095
65103	BOND INTEREST & REDEMPTION FUN	5101	150,658	5,164	155,822	4,851	150,971
65129	BOND INTEREST & REDEMPTION	5102	42,686	840	43,526	626	42,900
65244	BOND INTEREST & REDEMPTION	5103	52,963	966	53,929	452	53,477
65277	BOND INTEREST & REDEMPTION	5104	80,629	1,452	82,081	913	81,168
69259	BOND INTEREST & REDEMPTION	5105	295,930	1,966	297,896	1,791	296,105

TOTAL CASF 11,903,024

ISSUE:	Presented to the Board for approaches for the 2017 positions).  Josh Shulz Ralph Carender Connor Charpenter	
ACTION:	Approve or deny the additional 2017-18 school year.	Football Coaches for the
RECOMMENDATION:	Recommend approval.	
FOR BOARD ACTION:  Motion  Nagle:Thomsen:	Second	