

**KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT
GOVERNING BOARD MEETING**

May 15, 2023

**Kingsburg Elementary Charter School District Professional Development Building
1310 Stroud Avenue
Kingsburg, California 93631**

4:00 p.m. – PUBLIC SESSION

5:00 p.m. – CLOSED SESSION

6:00 p.m. – PUBLIC SESSION

(Please note: Designated times are approximate)

AGENDA

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Superintendent's Office at 897-2331. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

Public records relating to a public session agenda item of a regular meeting that are distributed within 72 hours prior to the meeting will be available for public inspection at the District Office, 1310 Stroud Avenue, Kingsburg, California.

PUBLIC SESSION AND PUBLIC COMMENT ON AGENDIZED AND NON-AGENDIZED ITEMS

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Moment of Contemplative Silence
4. Approval of Agenda
5. Swearing in of Board Member Reverend Edward Ezaki

DISCUSSION

6. Superintendent's Report
 - 6.1. Communications/Recognitions
 - 6.1.1. Presentation of "Our Hero" Awards
7. Assistant Superintendent's Report
8. Chief Business Official's Report
 - 8.1. CSPP Summary of Findings 2022-2023 – Mr. Rodriguez will inform the Governing Board of how well our California State Preschool Program is performing and provide an opportunity for feedback from the Governing Board on what they would like to see implemented and/or improved for the 2023-2024 school year. Provided documents include: overall QRIS rating, Pre-K Class Assessment, DRDP, Parent Survey Summary of Findings, and the Environment Rating Scale.
9. Board Member Reports
10. First Reading: Board Policies/Administrative Regulations/Exhibits
 - 10.1. Revised AR 5131.41: Use of Seclusion and Restraint

- 10.2. Revised BP/AR 5141: Health Care and Emergencies
- 10.3. Revised AR 5141.4: Child Abuse Prevention and Reporting
- 10.4. Revised AR 5144.1: Suspension and Expulsion/Due Process
- 10.5. Revised AR 6115: Ceremonies and Observances
- 10.6. Revised BP/AR 6173: Education for Homeless Children
- 10.7. Revised BP/AR 6173.1: Education for Foster Youth

ACTION

NOTICE TO PUBLIC – CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine or sufficiently supported by prior or accompanying reference materials and information as to not require additional discussion. A motion will enact all consent agenda items. There will be no separate discussion of these items prior to the time the Board of Trustees votes on the motion unless members of the board, staff or public request specific items to be discussed or moved from the consent agenda for separate action. The district administration recommends approval of the following consent agenda items:

- 11. Consent Agenda
 - 11.1. Consider Approval of Minutes – April 17, 2023 Board Meeting
 - 11.2. Consider Approval of Minutes – May 4, 2023 Special Board Meeting
 - 11.3. Consider Approval of Cash Balances
 - 11.4. Consider Approval of Budget Report
 - 11.5. Consider Approval of Accounts Payable Report
 - 11.6. Consider Approval of Request to Surplus Equipment
 - 11.7. Consider Approval of Agreement with Alliant University for Internship Program
 - 11.8. Consider Approval of Revised 2023-2024 Stipend Schedule
 - 11.9. Consider Approval of Legal Services Agreement with Atkinson, Andelson, Loya, Ruud & Romo
 - 11.10. Consider Approval of Contract for New Life Physical Therapy Services
 - 11.11. Consider Approval of Renewal Contract with Medical Billing Technologies
 - 11.12. Consider Approval of MOU with CSU-Fresno, Kremen School of Education for Student Teaching
 - 11.13. Consider Approval of Services Agreement with the Fresno County Superintendent of Schools for Digital Portal Online Teaching Sources and Content Management System

BUSINESS SERVICES

- 12. Consider Approval of Purchase with Executive Business Products for Office Furniture at Washington School
- 13. Consider Approval of Quote from CDW for Student Chromebooks
- 14. Consider Approval of Quote from Sound Contracting for Lighting in the Rafer Johnson Jr. High Gym
- 15. Consider Approval of Quote from CDW for HP 2930F PoE Switches
- 16. Consider Approval of Quote from AMS.net for Fortinet Firewall

CURRICULUM & INSTRUCTION

- 17. Consider Approval of Proposal from Houghton Mifflin Harcourt for Science Curriculum Adoption for Central Valley Home School
- 18. Consider Approval of Quote from California Teaching Fellows for Central Valley Home School
- 19. Consider Approval of MOU for Participation in the 2023-2024 CTEIG (Career Technical Education Incentive Grant) with VROP (Valley Regional Occupational Program)

20. Consider Approval of Quote from Gopher Sport for PE Curriculum and Equipment
21. Consider Approval of Professional Learning Agreement with Fresno County Superintendent of Schools

HUMAN RESOURCES

22. Consider Approval of New 2023-2024 Pupil Personnel Services Salary Schedule and Revised Certificated Management and Certificated Salary Schedules
23. Consider Approval of Revised Job Descriptions
 - 23.1. Teacher- Preschool
 - 23.2. State Preschool Paraprofessional

ADMINISTRATIVE SERVICES

24. Consider Approval of Board Policies/Administrative Regulations/Exhibits
 - 24.1. Revised AR 0420.4: Charter School Authorization
 - 24.2. Revised BP 4030: Nondiscrimination in Employment
 - 24.3. Revised BP/AR 4218: Dismissal/Suspension/Disciplinary Action
 - 24.4. Revised AR 5113: Absences and Excuses
 - 24.5. Revised BB 9270: Conflict of Interest
 - 24.6. Revised BB 9320: Meetings and Notices

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 comment at this time. Concerns will be referred to the Superintendent's office for review and response. Our policy states that during the public comment portion of the Board meeting, speakers should limit their comments to three (3) minutes with a total of fifteen (15) minutes per issue allowed. That policy will be enforced for all speakers. Any person who wishes to speak during this time should rise; state their name, and the subject of their remarks.

25. Public Comment on Agendized and Non-Agendized Items
26. Set Date, Time, and Location of Next Regularly Scheduled Board Meeting: Tuesday, May 30, 2023, 4:00 p.m., Professional Development Building

CLOSED SESSION

REVIEW OF PERSONNEL MATTERS PURSUANT TO GOVERNMENT CODES 11126 AND 54957

Review of personnel matters is limited to consideration of the appointment, employment, evaluation of performance, change of status, or dismissal of a public employee; or to hear "complaints or charges brought against such employee by another person or employee unless the employee requests a public session."

27. Public Employee Discipline/Dismissal/Release/Complaint (Government Code Section 54957)
28. Anticipated Litigation (Government Code Section 54956.9(b))
29. Public Employee Employment
 - 29.1. Certificated Personnel
 - 29.1.1. Consider Approval of Paid Administrative Leave to Complete Practicum Hours for SLP Credential: Speech Pathologist, Special Education

- 29.1.2. Consider Approval of 2022-2023 Spring and Summer Semester Student Teachers
- 29.1.3. Consider Acceptance of Resignation: 4th-8th Grade Teacher, Island Community Day School
- 29.1.4. Consider Acceptance of Resignation: 8th Grade Math Teacher, Rafer Johnson Jr. High School
- 29.1.5. Consider Approval of Request to Hire: School Psych Intern, Special Education
- 29.1.6. Consider Approval of Request to Hire: School Psych Intern, Special Education
- 29.1.7. Consider Approval of Request to Hire: RSP Teacher, Reagan Elementary

29.2. Classified Personnel

- 29.2.1. Consider Acceptance of Resignation: Paraprofessional- RSP, Reagan Elementary School
- 29.2.2. Consider Acceptance of Resignation: Paraprofessional- EL, Reagan Elementary School
- 29.2.3. Consider Approval of Request to Hire: Paraprofessional- Categorical, Lincoln School
- 29.2.4. Consider Approval of Request to Hire: Cafeteria Helper, Rafer Johnson Jr. High
- 29.2.5. Consider Approval of Request to Hire: Paraprofessional- Categorical, Rafer Johnson Jr. High
- 29.2.6. Consider Approval of Request to Hire: Paraprofessional- Categorical, Reagan Elementary School
- 29.2.7. Consider Approval of Request to Hire: Paraprofessional- Categorical, Reagan Elementary School
- 29.2.8. Consider Approval of Request to Hire: Part-time Groundskeeper, MOT
- 29.2.9. Consider Approval of Request to Hire: Health Aide, Roosevelt School
- 29.2.10. Consider Approval of Request to Hire: Health Aide, Reagan Elementary School
- 29.2.11. Consider Approval of Request to Hire: Behavior Support Assistant, Special Education
- 29.2.12. Consider Approval of Request to Hire: Paraprofessional- Categorical, Roosevelt School
- 29.2.13. Consider Approval of Request to Hire: Paraprofessional- EL, Roosevelt School

30. Pupil Personnel

- 30.1. Consider Interdistrict Transfer Requests (Pursuant to Education Code 48204, 35146)
 - 30.1.1. Consider Approval of 2022-23 New Attendance Requests – Site-Based Program
 - 30.1.2. Consider Approval of 2022-23 New Attendance Requests – Central Valley Home School
 - 30.1.3. Consider Approval of 2023-24 New Attendance Requests – Site-Based Program
 - 30.1.4. Consider Approval of 2023-24 New Attendance Requests – Central Valley Home School
 - 30.1.5. Consider Approval of 2023-24 Renewal Attendance Requests – Site-Based Program
 - 30.1.6. Consider Approval of 2023-24 Renewal Attendance Requests – Central Valley Home School

RECONVENE PUBLIC SESSION

ACTION

31. Report of Actions Taken in Closed Session

32. Adjourn

**OATH OF OFFICE
KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT
GOVERNING BOARD**

FRESNO COUNTY, CALIFORNIA

I, Reverend Edward Ezaki, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of Person Taking Oath
Trustee Area No. 3

PERSON ADMINISTERING OATH

Subscribed and sworn to (or affirmed) before me this 15th day of May, 2023.

Signature

Dr. Wesley Sever

Print Name

Superintendent

Title

Oath of Office

I, Edward Ezaki, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.



KINGSBURG

ELEMENTARY CHARTER SCHOOL DISTRICT

WESLEY SEVER, ED.D.
Superintendent

MATT STOVALL
Assistant Superintendent

BOBBY RODRIGUEZ
Chief Business Official

CAROL BRAY
Director, Human Resources

ERIN PASILLAS
Director, Special Education,
Student Services



- Washington- Helga Avedikian, Linda Richardson
- Roosevelt- Sammy Eknoian
- Lincoln- Connie Leon Hurtado
- Reagan- Mark Curtis
- Rafer- Rob Gong
- CVHS/Island- John/Margaret Palms

Kingsburg Elementary Charter School District Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

**All Board items are subject to approval by the Board President.*

1. Agenda Item:

CSPP Summary of Findings 22-23

2. Agenda Item Category:

Consent Agenda

Action Item

☒ Presentation

Public Hearing

Closed Session

3. Submitted By:

Bobby Rodriguez, Chief Business Official

4. Attachments:

Not Applicable

☒ To Be Enclosed with Board Packets

*Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board

5. Purpose:

To inform the Governing Board of how well our CSPP is performing and to provide an opportunity for feedback from the Governing Board on what they would like to see implemented and/or improved for the 23-24 school year. Provided documents include: Overall QRIS rating, Pre-K Class Assessment, DRDP, Parent Survey Summary of Findings, and the Environment Rating Scale.

6. Financial Impact:

N/A- Informative

7. Funding Source:

N/A

8. District Goals This Item Will Meet:

☒ Increase Student Achievement

☒ Provide a Safe, Positive and Healthy Learning Environment

Develop 21st Century Skills by Furthering the Use of Technology in the Classroom

☒ Increase Parent Involvement and Continue to Promote Public Relations

Maintain a Sound Fiscal Condition - "Keep the Family Together!"

Fresno County Early Stars

Kingsburg JUESD - Washington Preschool



Site Rating

Rating Overview



Agency: Kings Elementary Charter School District
Site: Kingsburg JUESD - Washington Preschool
Rating Name: Fresno County Early Stars Rating

Site Visit Date:
Certified Date:
Program Director: Tiffany Barkowsky
Site Supervisor: Tiffany Barkowsky
Matrix Rater: Yessenia Pena

POINTS BY ELEMENT

Element 1: Child Observation	5 Points
Element 2: Developmental and Health Screenings	5 Points
Element 3: Minimum Qualifications for Lead Teacher	4 Points
Element 4: Effective Interactions/CLASS	5 Points
Element 5: Ratios and Group Size	4 Points
Element 6: Program Environment Rating Scales	4 Points
Element 7: Director Qualifications	4 Points

31 Total Points

TOTAL POINT RANGES

	Common-Tier 1	Local-Tier 2 ¹	Common-Tier 3	Common-Tier 4	Local-Tier 5 ²
Centers 7 Elements for 35 points	Blocked (No Point Value) - Must Meet All Elements	Point Range 8 to 19	Point Range 20 to 25	Point Range 26 to 31	Point Range 32 and above
FCCHs 5 Elements for 25 points	Blocked (No Point Value) - Must Meet All Elements	Point Range 6 to 13	Point Range 14 to 17	Point Range 18 to 21	Point Range 22 and above

¹ Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

² Local-Tier 5: Local decision if there are additional elements included

Element 1 (5 Points)

1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
Not Required	<input checked="" type="checkbox"/> Program uses evidence-based child assessment/observation tool annually that covers all five domains of development <u>Name of Tool:</u> DRDP 2015	<input checked="" type="checkbox"/> Program uses valid and reliable child assessment/observation tool aligned with CA Foundations & Frameworks twice a year <u>Name of Tool:</u> DRDP 2015	DRDP 2015 (minimum twice a year) AND <input checked="" type="checkbox"/> Results used to inform curriculum planning	Program uses DRDP 2015 twice a year AND <input checked="" type="checkbox"/> Uploads results into DRDP Tech and results used to inform curriculum planning

Notes

Two (2) children's files were randomly chosen for each of the sessions.

QRIS Rater was able to successfully verify that this site's DRDP 2015 data was uploaded into DRDP Online.

Element 2 (5 Points)

1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
Meets Title 22 Regulations	Health Screening Form (Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent) used at entry for every child, then: 1. Physician's Report Used Annually OR 2. Ensures vision and hearing screenings are conducted annually	<input checked="" type="checkbox"/> Program works with families to ensure screening of all children using a valid and reliable developmental screening tool at entry and as indicated by results thereafter <u>Name of Tool:</u> ASQ 3 & ASQ SE 2 AND Health Screening Form (Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers" used at entry for every child, then: 1. Physician's Report Used Annually OR 2. Ensures vision and hearing screenings are conducted annually	Program works with families to ensure screening of all children using the ASQ-3 at entry and as indicated by results thereafter AND Health Screening Form (Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers" used at entry for every child, then: 1. Physician's Report Used Annually OR 2. Ensures vision and hearing screenings are conducted annually	Program works with families to ensure screening of all children using the ASQ-3 & ASQ:SE, if indicated, at entry, then as indicated by results thereafter AND Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate AND Health Screening Form (Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers" used at entry for every child, then: 1. Physician's Report Used Annually OR 2. Ensures vision and hearing screenings are conducted annually

Notes

Two (2) children's files were randomly chosen for each session. The program collects health screening annually.

Element 3 (4 Points)

1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
Meets Title 22 Regulations: Center: 12 units of ECE/CD FCCH: 15 hours of training on preventative health practices	Center: 24 units of ECE/CD OR Associate Teacher Permit FCCH: 12 units of ECE/CD OR Associate Teacher Permit	24 units of ECE/CD + 16 units of General Education OR Teacher Permit AND 21 hours professional development (PD) annually	Associates Degree (AA/AS) in ECE/CD (or closely related field) OR Associates Degree (AA/AS) in any field + 24 units of ECE/CD OR Site Supervisor Permit AND 21 hours PD annually	Bachelor's degree in ECE/CD (or closely related field) OR BA/BS in any field plus/with 24 units of ECE/CD OR Master's degree in ECE/CD OR Program Director Permit AND 21 hours PD annually

Notes

Site files for all lead teachers were reviewed. There was sufficient documentation to conduct an assessment of the education level of the lead teachers. Site staff ECE Permit numbers and college transcripts with the degree conferral dates were prepared in advance and ready for review. ECE permit and Degree data were input into iPinwheel, and copies of transcripts were uploaded on each Lead Teacher's staff record in iPinwheel. The lead teachers have completed 21 hours of PD annually. PD hours were verified with copies of the certificates. See the attachment tab. Points were assigned accordingly.

Degree/Child Development Permit:

- Annette Dominguez holds a Site Supervisor Permit (expiration date: 4/1/2024)
- Christy Gaytan holds a Site Supervisor Permit (expiration date: 8/1/2025)

PD Hours:

- Annette Dominguez completed 21.70 hours of professional growth.
- Christy Gaytan completed 34.34 hours of professional growth.

Recommendations

- To increase the score for this element to 5 Points, the site could investigate ways to support staff education and development so 75% of the Lead Teachers meet the following criteria: Bachelor's degree in ECE/CD (or closely related field) OR BA/BS in any field plus/with 24+ units of ECE/CD OR Master's degree in ECE/CD OR Program Director Permit AND 21 hours professional development (PD) annually.

Element 4 (5 Points)

1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
Not Required	Familiarity with CLASS for appropriate age group as available by one representative from the site	Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan OR an informal assessment and results used to inform Quality Improvement Plan and staff professional development plan: <input type="checkbox"/> Used Certified CLASS Assessment <input type="checkbox"/> Used Non-Certified CLASS Assessment	Independent CLASS assessment by reliable observer with minimum CLASS score: Pre-K: • Emotional Support - 5 • Instructional Support - 3 • Classroom Organization - 5 Toddler: • Emotional and Behavioral Support - 5 • Engaged Support for Learning - 3.5 Infant: • Responsive Caregiving (RC) - 5.0	Independent CLASS assessment by reliable observer with minimum CLASS scores: Pre-K: • Emotional Support - 5.5 • Instructional Support - 3.5 • Classroom Organization - 5.5 Toddler: • Emotional and Behavioral Support - 5.5 • Engaged Support for Learning - 4.0 Infant: • Responsive Caregiving (RC) - 5.5

Data Summary

PreK Session	Preschool AM	Sessions Not Assessed	Preschool PM
Point Rating	5		
Date of CLASS	12/15/2022		
ES Average	6.87		
IS Average	5.08		
CO Average	6.75		
Reviewer	Sandi Meschoulam		
Staff	Annette Kathleen Dominguez		

Notes

Site staff was familiar with the CLASS Assessment. They received a CLASS Overview and coaching support from CSN Coach. The QRIS has implemented an external CLASS Assessment for this site that took place on 12/15/2022.

Element 5 (4 Points)

1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
Center: Title 22 Regulations Infant Ratio of 1:4 Toddler Option Ratio of 1:6 Preschool Ratio of 1:12 FCCH: Title 22 Regulations (excluded from point values in ratio and group size)	Center: Infant/Toddler Ratio of 4:16 Toddler Ratio of 3:18 Preschool Ratio of 3:36	Center: Infant/Toddler Ratio of 3:12 Toddler Ratio of 2:12 Preschool Ratio of 2:24	Center: Infant/Toddler Ratio of 3:12 or 2:8 Toddler Ratio of 2:10 Preschool Ratio of 3:24 or 2:20	Center: Infant/Toddler Ratio of 3:9 or better Toddler Ratio of 3:12 or better Preschool Ratio of 1:8 or better AND group size of no more than 20

Notes

Preschool Ratio

- 1:8 ratio and group size of enrollment of up to 24 children.

Recommendations

- To increase the score for this element to 5 Points, the program would need to investigate ways to incorporate the following ratio and group size: Infant/Toddler – 3:9 or better, Toddler – 3:12 or better, Preschool – 1:8 ratio AND group size of no more than 20

Element 6 (4 Points)

1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
Not Required	Familiarity with ERS AND <input type="checkbox"/> Every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	<input checked="" type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan and Staff Professional Development Plan OR <input type="checkbox"/> Used Most Recent Certified ERS Scores	Current National Accreditation approved by the California Department of Education OR <input type="checkbox"/> Used Most Recent Certified ERS Scores

Notes

Site staff is familiar with the ERS Tool and a self-evaluation with the ERS Summary of Findings has been completed. Early Stars Project Specialist verified this element prior to the official rating. See the attachment tab.

Recommendations

- To increase the score for this element to 5 Points, the checkbox for Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan and Staff Professional Development Plan in 5 point column must be selected

Element 7 (4 Points)

1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
12 units ECE/CD and 3 units of Management / Administration	24 units ECE/CD + 16 units General Education units +/-with 3 units of Management/Administration OR Master Teacher Permit	Associate's degree with 24 units ECE/CD +/-with 6 units of Management / Administration and 2 units of Supervision OR Site Supervisor Permit AND 21 hours PD annually	Bachelor's degree with 24 units ECE/CD +/-with 8 units of Management / Administration OR Program Director Permit AND 21 hours PD annually	Master's degree with 30 units ECE/CD including specialized courses +/-with 8 units of Management / Administration OR Administrative Credential AND 21 hours PD annually

Notes

There was sufficient documentation to conduct an assessment of the education level of the site supervisor. The site supervisor's ECE Permit numbers and college transcripts with the degree conferral dates were prepared in advance and ready for review. ECE permit and Degree data were input into iPinwheel, and copies of transcripts were uploaded to the site supervisor staff record in iPinwheel. The site supervisor has completed 21 hours of PD annually. PD hours were verified with copies of the certificates. See the attachment tab. Points were assigned accordingly.

Degree/Child Development Permit:

- Tiffany Barkowsky holds a Program Director Permit (expiration date: 9/1/2023)

PD Hours:

- Site Supervisor Tiffany Barkowsky completed 21.23 hours of professional growth.

Recommendations

- To increase the score for this element to 5 Points, the program could investigate ways to support staff education and development so the identified site director staff would meet the following criteria: Master's degree with 30 units core ECE/CD including specialized courses + 8 units management/ administration OR Administrative Credential AND 21 hours of PD annually

Fresno County Early Stars

Pre-K CLASS Assessment

Kingsburg JUESD | Kingsburg JUESD - Washington Preschool | Preschool AM



Assessment Overview

Session Name	Preschool AM	Assessor	Sandi Meschoulam
Room Number	Rm C	Assessment Date	12/15/2022
Session Time	AM (8:00 AM - 11:15 AM)	Cycles Assessed	4
Lead Teacher	Annette Kathleen Dominguez	Status	Approved
Other Teachers			

Domain Scores

6.88
Emotional Support

6.75 Positive Climate
1.00 Negative Climate
7.00 Teacher Sensitivity
6.75 Regard for Student Perspective

6.75
Classroom Organization

6.75 Behavior Management
7.00 Productivity
6.50 Instructional Learning Formats

5.08
Instructional Support

4.50 Concept Development
4.00 Quality of Feedback
6.75 Language Modeling

Legend

low

mid

high

Cycle Scores and Information

	PC	NC	TS	RSP	BM	PD	ILF	CD	QF	LM
Cycle 1	7	1	7	7	7	7	7	5	5	6
Cycle 2	6	1	7	7	7	7	6	5	4	7
Cycle 3	7	1	7	6	7	7	7	4	4	7
Cycle 4	7	1	7	7	6	7	6	4	3	7
Average Score	6.75	1.00	7.00	6.75	6.75	7.00	6.50	4.50	4.00	6.75

Information	1st	2nd	3rd	4th
Adult	4	4	4	4
Children	20	20	20	20
Start Time	8:10 AM	8:40 AM	9:10 AM	9:40 AM
End Time	8:30 AM	9:00 AM	9:30 AM	10:00 AM

Content	1st	2nd	3rd	4th	Format	1st	2nd	3rd	4th
Lit/Lang Arts	✓	✓	✓	✓	Routine				
Math	✓		✓	✓	Whole Group			✓	
Science	✓		✓	✓	Individual Time				
Social Studies					Meals/Snacks				
Art	✓	✓		✓	Small Group	✓			✓
Other	Interest Centers	Music and Movement	Interest Centers	Interest Centers	Free Choice/Centers	✓	✓		✓
Majority	Art	Art	Lit/Lang Arts	Lit/Lang Arts	Majority	Small Group	Free Choice/Centers	Whole Group	Small Group

Cycle Details and Assessor Notes

Positive Climate: 6.75

	Cycle 1: 7	Cycle 2: 6	Cycle 3: 7	Cycle 4: 7
Relationships	high	high	high	high
Positive Affect	high	high	high	high
Positive Communication	high	high	high	high
Respect	high	mid	high	high
Cycle 1 Notes	<p>There are many indications that the teacher and students enjoy warm, supportive relationships with one another. Children laugh as they dance together. Staff always use calm voices and share in the children's excitement. Staff and children play together as they are learning.</p> <p>There are frequent displays of positive affect by the teacher and/or students. staff greet children with a big smile and use their names.</p> <p>There are frequently positive communications, verbal or physical, among teachers and students. A teacher hugs one child. Staff tells a child you are so smart! That is Excellent. A child tells the teacher I love you, and the teacher says I love you too. Two children lean on the teacher during group time.</p> <p>The teacher and students demonstrate respect for one another. Staff say please and thankyou and remind the children to be polite. There are rare upsets when a child takes another's activity. Children most often share space and conversations.</p>			

Negative Climate: 1.00

	Cycle 1: 1	Cycle 2: 1	Cycle 3: 1	Cycle 4: 1
Negative Affect	low	low	low	low
Punitive Control	low	low	low	low
Sarcasm/Disrespect	low	low	low	low
Severe Negativity	low	low	low	low
Cycle 1 Notes	There are no instances of negative climate.			

Teacher Sensitivity: 7.00

	Cycle 1: 7	Cycle 2: 7	Cycle 3: 7	Cycle 4: 7
Awareness	high	high	high	high
Responsiveness	high	high	high	high
Addresses Problems	high	high	high	high
Student Comfort	high	high	high	high
Cycle 1 Notes	<p>The teacher is consistently aware of students who need extra support, assistance, or attention. the teacher notices a new child arriving and invites them to go wash their hands. Teachers make sure everyone has a choice at the activity tables and helps them with projects.</p> <p>The teacher is consistently responsive to students and matches his or her support to their needs and abilities. When a child gets too close and bumps, the teacher asks are you OK? When they express an interest that is not yet available, they help them get out the timer.</p> <p>The teacher is consistently effective at addressing students' problems and concerns. The teacher checks to make sure each child gets a turn to write their name. When a child wants a turn in dramatic play, the teacher tells the children in that center that she is setting the timer.</p> <p>The students appear comfortable seeking support from, sharing their ideas with, and responding freely to the teacher. A child shows a torn piece of paper, and the teacher says we can fix it.</p>			

Regard for Student Perspective: 6.75

	Cycle 1: 7	Cycle 2: 7	Cycle 3: 6	Cycle 4: 7
Flexibility and Student Focus	high	high	mid	high
Support for Autonomy and Leadership	high	high	high	high
Student Expression	high	high	high	high
Restriction of Movement	high	high	high	high
Cycle 1 Notes	<p>The teacher is flexible in his or her plans, goes along with students' ideas, and organizes instruction around students' interests. Although staff set up each table with the invitation, the Children choose where they want to work and how they want to decorate the project.</p> <p>The teacher provides consistent support for student autonomy and leadership. A child is chosen to make the announcements speaking in full sentences with the help of the teacher. children clean up their own work and put their belongings in the cubby.</p> <p>There are many opportunities for student talk and expression.</p> <p>The teachers ask the children how they want to make decorations and the children share their ideas.</p> <p>The students have freedom of movement and placement during activities. Children are allowed to sit or kneel on their chairs as they work. you can join when you're ready</p>			

Behavior Management: 6.75

	Cycle 1: 7	Cycle 2: 7	Cycle 3: 7	Cycle 4: 6
Clear Behavior Expectations	high	high	high	high
Proactive	high	high	high	high
Redirection of Misbehavior	high	high	high	high
Student Behavior	high	high	high	mid
Cycle 1 Notes	<p>Rules and expectations for behavior are clear and consistently enforced. find your leaf. Get your bodies up and ready. be patient. Be safe. It is kind and friendly to share.</p> <p>The teacher is consistently proactive and monitors the classroom effectively to prevent problems from developing. Watch out for your neighbor when you're dancing.</p> <p>The teacher effectively redirects misbehavior by focusing on positives and making use of subtle cues. Behavior management does not take away from learning. We will all get a turn. Sit on your bottom, please. children take out timers when they want a turn.</p> <p>There are few, if any, instances of student misbehavior in the classroom. All the children are engaged and there is rarely any disruptive behavior.</p>			

Productivity: 7.00

	Cycle 1: 7	Cycle 2: 7	Cycle 3: 7	Cycle 4: 7
Maximizing Learning Time	high	high	high	high
Routines	high	high	high	high
Transitions	high	high	high	high
Preparations	high	high	high	high

Productivity: 7.00**Cycle 1 Notes**

The teacher provides activities for the students and deals efficiently with disruptions and managerial tasks. Small group activities are available before each transition and staff work together to manage daily tasks and schedules. Everybody knows what is expected of them and how to go about doing it. Are you ready to go play? A teacher stands nearby to help with routines. staff reminds children of next steps: what about your chair? The teacher shows the children the stack of names so they know how long before they will get to be the helper. Transitions are quick and efficient. Children are able to leave the tables and choose work freely whenever they are ready. Children transition automatically and do not have to wait for other children to finish. The teacher is fully prepared for activities and lessons. Teachers work as a team and distribute themselves efficiently. The teachers have the room set up and ready for arrival and there are interesting activities at every table. one teacher helps children write their stories in the journal while another manages the classroom.

Instructional Learning Formats: 6.50

	Cycle 1: 7	Cycle 2: 6	Cycle 3: 7	Cycle 4: 6
Effective Facilitation	high	high	high	high
Variety of Modalities and Materials	high	high	high	high
Student Interest	high	high	high	high
Clarity of Learning Objectives	high	mid	high	mid

Cycle 1 Notes

The teacher actively facilitates students' engagement in activities and lessons to encourage participation and expanded involvement. The teacher chooses a name and holds it up asking the children whose name is it? Staff name letters and ask children to find the picture that begins with that sound. Small group projects are introduced by the staff and they join the children in the activity. The teacher uses a variety of modalities including auditory, visual, and movement and uses a variety of materials to effectively interest students and gain their participation during activities and lessons. There is playdoh, a project for children to create a gingerbread man, an activity for writing their name, and magnetic tiles shaped like a tree for children to decorate with Jingle Bells. Students are consistently interested and involved in activities and lessons. Children engage with great interest in the small group projects, story time, and free play. During group time, the children are involved in the discussion and answer questions knowledgeably. The teacher effectively focuses students' attention toward learning objectives and/or the purpose of the lesson. You can make a gingerbread man or a candy cane. You can decorate your tree with bells. Let's do the letter of the week. We can review our colors.

Concept Development: 4.50

	Cycle 1: 5	Cycle 2: 5	Cycle 3: 4	Cycle 4: 4
Analysis and Reasoning	mid	mid	mid	mid
Creating	high	high	mid	mid
Integration	mid	mid	mid	mid
Connections to the Real World	mid	mid	mid	mid

Concept Development: 4.50

Cycle 1 Notes	<p>The teacher occasionally uses discussions and activities that encourage analysis and reasoning. what kind of cookies do you smell? How many cups do we need? what's the weather today? A child runs to the window and looks out. Then she spins the weather wheel and chooses sunny. The teacher asks what else? Why do we have on long sleeves today? C-Sweaters. C-Cold. T-It's both sunny and cold.</p> <p>The teacher sometimes provides opportunities for students to be creative and/or generate their own ideas and products. What will you do? You can make a pattern.</p> <p>The teacher sometimes links concepts and activities to one another and to previous learning. After making gingerbread men, the teacher invites the children to read another story. Who do you think will catch the gingerbread man this time?</p> <p>The teacher makes some attempts to relate concepts to the students' actual lives. They talk about the delicious food grandma makes. Many talk about Christmas plans and decorations.</p>			
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Quality of Feedback: 4.00

	Cycle 1: 5	Cycle 2: 4	Cycle 3: 4	Cycle 4: 3
Scaffolding	high	mid	mid	mid
Feedback Loops	high	mid	mid	mid
Prompting Thought Processes	mid	mid	low	low
Providing Information	mid	mid	high	mid
Encouragement and Affirmation	mid	mid	mid	mid

Cycle 1 Notes	<p>The teacher occasionally provides scaffolding to students. staff placed a gingerbread doll in the middle of the table to assist children in their own creations. A teacher showed the children how they can use jingle bells to decorate the tree. A teacher helps a child write their letters from top to bottom.</p> <p>There are occasional feedback loops - back-and-forth exchanges between the teacher and students. C-I found it. T- What did you find? C-A treasure box. T-Where was it? C- On the beach. T-Where on the beach? C-Under the sand. T-Who looks for treasure? C-Pirates.</p> <p>The teacher occasionally queries the students or prompts students to explain their thinking and rationale for responses and actions. Why do you think they put him in the oven? C- To cook. T-what do you need to make a gingerbread man? C-Sugar, flour. Would you jump on Fox's tail? C- Never ever!</p> <p>The teacher occasionally provides additional information to expand on the students' understanding or actions. The tree is magnetic. That is how the bells stay on it.</p> <p>The teacher occasionally offers encouragement of students' efforts that increases students' involvement and persistence.</p> <p>Do you know how to make a gingerbread man? The child points. T- where are his arms? What else can you add?</p>			
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Language Modeling: 6.75

	Cycle 1: 6	Cycle 2: 7	Cycle 3: 7	Cycle 4: 7
Frequent Conversations	high	high	high	high
Open-Ended Questions	high	high	high	high
Repetition and Extension	high	high	high	high
Self- and Parallel Talk	mid	high	high	high
Advanced Language	high	high	high	high

Language Modeling: 6.75

Cycle 1 Notes

There are frequent conversations in the classroom. During every part of the day, many conversations take place among the children and with the adults.

The teacher asks many open-ended questions and often repeats or extends the students' responses. where are they hiding? C- In the flowers. Who is hiding? C- The fox. T- Can you all see the foxtail? Why did the gingerbread man want to cross the river? C- To get over.

Who are they? C-brothers. T-they really look alike. Are they twins? C- Yes.

The teacher occasionally maps his or her own actions and the students' actions through language and description. There are lots of friends helping with the puppet show. We are gonna go now. I'll put on my music tape. I'm dancing too

The teacher often uses advanced language with students.

A teacher names the different family members the children are talking about. Sister cousin mother father. T- maybe they are Maternal twins since they look the same.

Staff name pictures. Penguins, reindeer, garden, trees and ornaments.

California Department of Education
Early Education and Support Division
March 2017

**Desired Results Developmental Profile Summary of Findings
Classroom and Family Child Care Home (EESD 3900)**

Contractor Legal Name Kingsburg Elementary Charter School District	
Contract Type and/or FCCHEN CSPP	Age Group (Infant/Toddler, Preschool, School-Age) PRESCHOOL
Planning Date 4/26/23	Lead Planner Name and Position T. BARKOWSKY,
Follow-up Date(s) June 2023	Lead Planner Name and Position C. GAYTAN, A. DOMINGUEZ

This form can be expanded and is not limited to a single page.

Key Findings from Developmental Profile	Action Steps (Including planned learning opportunities, interactions and teaching strategies, environment and materials, family engagement)	Expected Completion Date and/or Ongoing Implementation and Persons Responsible	Follow-Up and Reflection (Changes made, date completed, time extended)
3 % of children were at exploring later, 13% were at building earlier, 46% were at building middle, and 40% were at building later in the Cognition: Math domain.	<ol style="list-style-type: none"> 1. Teachers will re-read the California Preschool Curriculum Frameworks & Foundations section that relates to Cog-math domain. 2. The teacher will supply items to enhance a child's wonder of how to use math in every day experiences both indoors and outdoors (math counters, patterning activities, shape recognition, sorting, measuring items, and how to use math operations while engaged in play). All areas of play will directly promote math awareness in which all children can learn. 	Ongoing: Teacher and Supervisor will provide daily math activities which will be available in many areas throughout the classroom.	June 2023

	<ol style="list-style-type: none">3. The following materials will be made available throughout the classroom and throughout the year: Blocks wooden, foam, geometric, cylinder, cone and boxes. Counting objects such as rocks, wood pieces, commercial counters, and beads, buttons, Legos, cubes, etc. finger puppets for counting games, games with dice, spinners or cards. Outside stepping stones, play food/kitchen materials, sand box toys, balls.4. Through real life settings in the dramatic play area will support math concepts: grocery store, ice cream shop, bakery, restaurant.5. Teacher will read books at circle time to engage children's feedback about math ideas and enhance their knowledge about math operations.6. There will be books about math concepts placed in different areas of the classroom.7. Teachers will do assessments with children in the area of math to see the areas where children need to improve and lesson plan accordingly.8. Supervisor will connect with the parent/guardian about the importance of math development in everyday settings. The Supervisor and teachers will send math ideas home to the parent in the newsletter, email or math activities as a group or when needed on an individual basis.		

EESD 3900

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Parent Survey Summary of Findings (CD 4003)

Contractor Name Washington Elementary Preschool	Contract Type, and/or FCCHEN CSPP
Planning Date May 2023	Lead Planner's Name and Position Annette Dominguez Lead teacher am class
Follow-up Date(s) June 2023	Lead Planner's Name and Position Christy Gaytan, lead teacher pm class

This form can be expanded and is not limited to a single page.

Key Findings from Parent Surveys	Action Steps (Including communication, training, schedule, space, instructional materials, and supervision changes)	Expected Completion Date and/or Ongoing Implementation and Persons Responsible	Follow-Up and Reflection (Changes made, date completed, time extended)
<p>78% of parents were very satisfied & 22% of parents were satisfied but would like to have more:</p> <ul style="list-style-type: none"> Parent involvement 	<p>Encourage the parents to become involved in the classroom by volunteering. Encourage parents to go on field trips. Provide activities parents can be in charge of and encourage them to share their interests in teaching the children what they are good at or about their culture. Encourage parents to follow through with their TB test and other required immunizations.</p>	<p>Ongoing, monthly, parent orientation</p>	

80% of parents were very satisfied & 18% were satisfied & 2% were unsatisfied with the: <ul style="list-style-type: none">• Hours of operation	Let the district know the parents would like extended hours for the preschool. Parents are informed of transitional kindergarten which offers extended hours on campus which is available for children if they meet the birth date requirements.	Ongoing, monthly	
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California Department of Education
Early Education and Support Division
March 2017

Environment Rating Scale – Summary of Findings

Contractor Legal Name Kingsburg Elementary Charter School District	
Contract Type and/or FCCHEN CSPP	Age Group (Infant/Toddler, Preschool, School Age) Preschool
Planning Date 1/23/23	Lead Planner Name and Position Tiffany Barkowsky, Site Supervisor
Follow-up Date(s) 6/1/23	Lead Planner Name and Position

This form can be expanded and is not limited to a single page

Subscales and Average Scores	Key Findings from Environment Rating Scale (ERS Items)	Action Steps (Include instructional materials, training needs, change to schedules, space, and supervision.)	Expected Completion Date and Persons Responsible	Follow-Up and Reflection (Changes made, date completed, and time extended.)
Activities 6.0	Our lowest score in this subscale was for the following: <ul style="list-style-type: none"> Dramatic play 	<ul style="list-style-type: none"> In the area of dramatic play: have accessible a variety of dress up clothes and props of two different themes. Themes such as: post office, vet/doctor office, grocery store, camping, backyard bbq/picnic, construction worker, or gardening. Need to add items for gender male roles such as: hats, 	Ongoing Mrs. Barkowsky Mrs. Dominguez Mrs. Gaytan	

		<p>vests, ties, and bandanas. Add other props such as: brief cases, tote bags, jewelry, and phones, note books, envelopes, fishing poles, food items, bbq, etc. Also, include props that represent different cultures. Carry these ideas into the outdoor area.</p>		
<p>Parents & Staff</p> <p>6.33</p>	<p>Our lowest score in this subscale was the following:</p> <ul style="list-style-type: none"> • Opportunities for personal growth 	<ul style="list-style-type: none"> • Provide information to staff about current professional growth training websites and courses, conferences, or workshop opportunities. Encourage staff to continue their education and obtain more units to advance on the child development permit matrix. Update our professional library with current materials on early education. 	Mrs. Barkowsky	

POLICY GUIDE SHEET

May 15, 2023

Administrative Regulation 5131.41 - Use of Seclusion and Restraint

Regulation updated to clarify the limited exception when seclusion and/or behavioral constraint may be used, and to reflect that it cannot be applied for longer than necessary to contain the dangerous behavior. Regulation also updated to include, as appropriate, concepts from the December 2022 Davis Joint Unified School District Resolution Agreement with the U.S. Department of Education, Office for Civil Rights, regarding the use of seclusion and restraint as it relates to a free appropriate public education for students with disabilities. Regulation also updated to add a new section "Documentation of Seclusion and Restraint."

Board Policy 5141 - Health Care and Emergencies

Policy updated to include information on AEDs and CSBA recommendations.

Administrative Regulation 5141 - Health Care and Emergencies

Regulation updated to include information on AEDs and CSBA recommendations.

Administrative Regulation 5141.4 – Child Abuse Prevention and Reporting

Regulation updated to include information on where to report and CSBA recommendations.

Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process

Regulation updated to provide that "suspension" does not include removal from class, as specified, so long as removal from a particular class does not occur more than once every five school days, add definitions related to electronic acts as a mode of bullying, include that a teacher may, in addition to suspending a student from class, refer a student for specified acts to the Principal or designee for consideration of a suspension from school, and clarify that immediate suspension is required for any student found at school or a school activity away from school who committed any of the enumerated acts for which a recommendation of expulsion is required. Regulation also updated to reflect **NEW LAW (AB 740, 2022)** which provides for additional due process procedures for suspension of foster youth and Indian children.

Administrative Regulation 6115 - Ceremonies and Observances

Regulation updated to reflect **NEW LAW (AB 1655, 2022)** which adds June 19, "Juneteenth National Independence Day," to the list of holidays on which public schools must be closed and **NEW LAW (AB 1801, 2022)** that adds Genocide Remembrance Day to the list of days districts are authorized to close. Regulation also updated to clarify language regarding days on which schools are required to be closed based on appointment by the Governor or President, and to encourage districts to observe a moment of silence on September 11th Remembrance Day, as authorized by law.

Board Policy 6173 - Education for Homeless Children

Policy updated to reflect **NEW LAW (AB 408, 2022)** which (1) mandates that districts establish homeless education program policies and update those policies at least once

every three years, and (2) requires the liaison for homeless students to offer annual training to district employees providing services to students experiencing homelessness and to inform such employees of the availability of training and the services provided by the liaison. Policy also updated to reflect **NEW LAW (AB 2375, 2022)** which requires districts, regardless of whether they received American Rescue Plan Act of 2021 funds, to annually administer a housing questionnaire for the purpose of identifying students experiencing homelessness, including unaccompanied minors, and annually report that number of students to the California Department of Education (CDE). Additionally, policy updated to reflect **NEW LAW (SB 532, 2022)** which requires districts to annually report to CDE the number of students experiencing homelessness who graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements. Policy updated throughout to change language from "homeless student" to "student experiencing homelessness."

Administrative Regulation 6173 - Education for Homeless Children

Regulation updated to reflect **NEW LAW (AB 408, 2022)** which (1) mandates that districts establish homeless education program policies and update those policies at least once every three years, and (2) requires the liaison for homeless students to offer annual training to district employees providing services to students experiencing homelessness and to inform such employees of the availability of training and the services provided by the liaison. Regulation also updated to clarify what factors to consider when determining the "best interest" of the student in enrollment decisions. Additionally, regulation updated to reflect **NEW LAW (AB 181, 2022)** which exempts a student classified as unduplicated from paying a fee for transportation and **NEW LAW (SB 532, 2022)** which provides, when a student experiencing homelessness transfers into a district school, for additional requirements regarding the transfer of coursework and credits, exemptions from district-established graduation requirements, and for the option to remain in school to complete district- established or statewide course requirements. Regulation updated throughout to change language from "homeless student" to "student experiencing homelessness."

Board Policy 6173.1 - Education for Foster Youth

Policy updated to move material regarding a safe learning environment toward the beginning of the policy as it is philosophical in nature and has general implications, and reflect **NEW LAW (SB 532, 2022)** which requires districts to annually report to the California Department of Education regarding the number of foster youth who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

Administrative Regulation 6173.1 - Education for Foster Youth

Regulation updated to reflect **NEW LAW (AB 181, 2022)** which (1) amends the definition of foster youth, and (2) requires districts that provide home-to-school transportation and other transportation expressly provided by in law to waive transportation fees for foster youth. Regulation also updated to align the definition of "school of origin" with code language, reflect **NEW LAW (AB 740, 2022)** which provides that a foster youth's educational rights holder, attorney, and county social worker have the same rights as a parent/guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and

other documents and related information and **NEW LAW (SB 532, 2022)** which provides, when a foster youth transfers into a district school, for additional requirements regarding the transfer of coursework and credits, exemptions from district-established graduation requirements, and for the option to remain in school to complete district-established or statewide course requirements.

Regulation 5131.41: Use Of Seclusion And Restraint

Status: DRAFT

Original Adopted Date: 05/13/2019

District staff shall enforce standards of appropriate student conduct in order to provide a safe and secure environment for students and staff on campus but are prohibited from using seclusion and behavioral restraint to control student behavior except as authorized by law when the behavior poses a clear and present danger of serious physical harm to the student, other students, or others on campus, and that cannot be immediately prevented by a less restrictive response.

Definitions

Behavioral restraint includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's mobility and independent functioning rather than to restrict movement. (Education Code 49005.1)

Mechanical restraint means the use of a device or equipment to restrict a student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related services professional, including, but not limited to, adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the torso, arms, legs, or head freely. Physical restraint does not include a physical escort in which a staff member temporarily touches or holds the student's hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint also does not include the use of force by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Prone restraint means the application of a behavioral restraint on a student in a facedown position. (Education Code 49005.1)

Seclusion means the involuntary confinement of a student alone in a room or an area from which the student is physically prevented from leaving. Seclusion does not include a timeout involving the monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student. (Education Code 49005.1)

Prohibitions

Seclusion and behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation. (Education Code 49005.8)

In addition, staff shall not take any of the following actions: (Education Code 49005.2, 49005.8)

1. Administer a drug that is not a standard treatment for a student's medical or psychiatric condition in order to control the student's behavior or restrict the student's freedom of movement
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use as a locked room
3. Use a physical restraint technique that obstructs a student's respiratory airway or impairs a student's breathing or respiratory capacity, including a technique in which a staff member places pressure on the student's back or places the staff member's body weight against the student's torso or back
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, the use of a pillow, blanket, carpet, mat, or other item to cover a student's face
5. Place a student in a facedown position with the student's hands held or restrained behind the student's back

6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the student or others

Limited Use of Seclusion or Restraint

Staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be immediately prevented by a response that is less restrictive. (Education Code 49005.4, 49005.6, 49005.8)

When used, seclusion or restraint shall not be applied for longer than is necessary to contain the dangerous behavior. For any situation that requires a prolonged use of an emergency intervention, staff shall seek the assistance of the principal or law enforcement agency, as applicable to the situation. (Education Code 56521.1)

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which the staff member is able to make direct eye contact with the student, but shall not be made through indirect means such as a security camera or closed-circuit television. (Education Code 49005.8)

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others. (Education Code 49005.8)

If a prone restraint technique is used on a student, a staff member shall observe the student for any signs of physical distress throughout the use of the restraint. Whenever possible, the staff member monitoring the student shall not be involved in restraining the student. (Education Code 49005.8)

Seclusion or restraint may only be applied to a student with disabilities in accordance with rules specified in AR 6159.4 Behavioral Interventions For Special Education Students. Staff may not apply seclusion or restraint to students with disabilities based on assumptions or stereotypes about disabilities or students with disabilities or for behavior that would not result in restraint or seclusion for students without disabilities.

The superintendent or designee shall provide training to staff in the safe and effective use of seclusion and restraint as appropriate.

Documentation of Seclusion and Restraint

Parents/guardians and, if appropriate, residential care providers shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. (Education Code 56521.1)

A behavior emergency report shall be completed and forwarded to the Superintendent or designee for review. This report shall include: (Education Code 56521.1)

1. The name and age of the student
2. The setting and location of the incident
3. The name of the staff or other persons involved
4. A description of the incident and the emergency intervention used
5. A statement of whether the student is currently engaged in a systematic behavior intervention plan
6. Details of any injuries sustained by the student or others, including staff, as a result of the incident

Reports

The Superintendent or designee shall annually collect data on the number of times that seclusion, mechanical restraint, and physical restraint were used on students and the number of students subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an individualized education program, and all other students. This report shall be submitted to the California Department of Education no later than three months after the end of each school year, and shall be available as a

public record pursuant to Government Code 6250-6270. (Education Code 49006)

Policy 5141: Health Care And Emergencies

Status: DRAFT

| Last Revised Date: 02/21/2012

The Governing Board recognizes the importance of taking appropriate action whenever an emergency threatens the safety, health, or welfare of a student at school or during school-sponsored activities.

The Superintendent or designee shall develop procedures to ensure that first aid and/or medical attention is provided as quickly as possible when accidents and injuries to students occur and that parents/guardians are notified as appropriate.

The Superintendent or designee shall ask parents/guardians to provide emergency contact information in order to facilitate communication in the event of an accident or illness.

District staff shall appropriately report and document student accidents.

"Do Not Resuscitate" Orders

The Board believes that staff members should not be placed in the position of determining whether or not to follow any parental or medical "do not resuscitate" orders. Staff shall not accept or follow any such orders except under the specific written direction of the Superintendent or designee. The Superintendent or designee may only direct a staff member to follow a "do not resuscitate" order if he/she has received a written parent/guardian authorization, with an authorized health care provider statement, and an order of an appropriate court.

The Superintendent or designee shall ensure that parents/guardians who have submitted a "do not resuscitate" order are informed of this policy.

Automated External Defibrillators

The Board authorizes the Superintendent or designee to place automated external defibrillators (AEDs) at designated school sites for use by school employees in an emergency.

The Superintendent or designee shall develop guidelines for employees regarding these devices and shall ensure that employees receive information that describes sudden cardiac arrest, the school's emergency response plan, and the proper use of an AED. The guidelines shall also specify the placement, security, and maintenance of the AED.

The authorization of AEDs in district schools shall not be deemed to create a guarantee that an AED will be present or will be used in the case of an emergency, or that a trained employee will be present and/or able to use an AED in an emergency, or that the AED will operate properly.

Regulation 5141: Health Care And Emergencies

Status: DRAFT

| Last Revised Date: 02/21/2012

Emergency Contact Information

In order to facilitate contact in case of an emergency or accident, the principal or designee shall annually request that parents/guardians provide the following information:

1. Home address and telephone number
2. Parent/guardian's business address and telephone number
3. Parent/guardian's cell phone number and email address, if applicable
4. Name, address, and telephone number of an alternative contact person to whom the student may be released and who is authorized by the parent/guardian to care for the student in cases of emergency or when the parent/guardian cannot be reached
5. Local physician to call in case of emergency

In addition, parents/guardians shall be encouraged to notify the school whenever their emergency contact information changes.

Notification/Consent for Medical Treatment

Whenever a student requires emergency or urgent medical treatment while at school or a school-sponsored activity, the principal or designee shall contact the parent/guardian or other person identified on the emergency contact form in order to obtain consent for the medical treatment.

If the student's parent/guardian or other contact person cannot be reached to provide consent, the principal may seek reasonable medical treatment for the student as needed, unless the parent/guardian has previously filed with the district a written objection to any medical treatment other than first aid.

A person who has filed with the district a completed caregiver's authorization affidavit pursuant to Family Code 6550-6552 shall have the right to consent to or refuse school-related medical care on behalf of the minor student. The caregiver's authorization shall be invalid if the district receives notice that the minor student is no longer living with the caregiver or if the Superintendent or designee has actual knowledge of facts contrary to those stated on the affidavit. (Family Code 6550)

The caregiver's consent to medical care shall be superseded by any contravening decision of the parent or other person having legal custody of the student, provided that this contravening decision does not jeopardize the student's life, health, or safety. (Family Code 6550)

Automated External Defibrillators

When an automated external defibrillator (AED) is placed in a district school, the Superintendent or designee shall notify an agent of the local emergency medical services agency of the existence, location, and type of AED acquired. (Health and Safety Code 1797.196, 1797.200)

The Superintendent or designee shall ensure that any AED placed at a district school is maintained and tested according to the operation and maintenance guidelines set forth by the manufacturer. (Health and Safety Code 1797.196)

The Superintendent or designee shall develop a written plan which describes the procedures to be followed in the event of a medical emergency, including an emergency that may involve the use of an AED. These procedures should include, but not be limited to, requirements for immediate notification of the 911 emergency telephone number in the event of an emergency that may involve the use of an AED.

The principal of any district school with an AED shall annually provide information to school employees that describes: (Health and Safety Code 1797.196)

1. Sudden cardiac arrest
2. The school's emergency response plan
3. The proper use of an AED

Instructions on how to use the AED, in no less than 14-point type, shall be posted next to every AED. In addition, school employees shall be notified annually of the location of all AED units on campus. (Health and Safety Code 1797.196)

Each AED shall be checked for readiness at least biannually and after each use. In addition, the Superintendent or designee shall ensure that an inspection is made of all AEDs at least every 90 days for potential issues related to operability of the device, including a blinking light or other obvious defect that may suggest tampering or that another problem has arisen with the functionality of the AED. The Superintendent or designee shall maintain records of these checks. (Health and Safety Code 1797.196)

Regulation 5141.4: Child Abuse Prevention And Reporting

Status: DRAFT

Original Adopted Date: 02/22/2011 | **Last Revised Date:** 11/16/2021

Definitions

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

Child abuse or neglect does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of employment (Penal Code 11165.5, 11165.6)
3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be legally privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)
5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)
6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; licensees, administrators, and employees of a licensed child day care facility; Head Start program teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on the person's training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

Reportable Offenses

A mandated reporter shall make a report using the procedures provided below whenever, acting in a professional capacity or within the scope of employment, the mandated reporter has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety,

depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11165.9, 11166.05, 11167)

Any district employee who reasonably believes to have observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom the person knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

Reporting Procedures

Initial Telephone Report

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Such reports shall be made to the child welfare services of the county in which the student resides and:

Kingsburg Police Department
1300 California St.
Kingsburg, CA 93631
559-897-2931

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

1. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall prepare and either send, fax, or electronically transmit to the appropriate agency a written follow-up report, which includes a completed California Department of Justice (DOJ) form (BCIA 8572). (Penal Code 11166, 11168)

The DOJ form may be obtained from the district office or other appropriate agencies, such as the police department, sheriff's department, or county probation or welfare department.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location, and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The name, address, telephone number, and other relevant personal information about the person(s) who might have abused or neglected the child

- e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to the mandated reporter. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

3. Internal Reporting

The mandated reporter shall not be required to disclose the mandated reporter's identity to a supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

Training

Within the first six weeks of each school year, or within the first six weeks of employment if hired during the school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall use the online training module provided by the California Department of Social Services (CDSS). (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

In addition, at least once every three years, school personnel may receive training in the prevention of child abuse, including sexual abuse, on school grounds, by school personnel, or in school-sponsored programs. (Education Code 44691)

Victim Interviews by Social Services

Whenever CDSS or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform the person of the following requirements prior to the interview: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable the child to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those guidelines and/or procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee shall also file a report when obligated to do so pursuant to Penal Code 11166 using the procedures described above for mandated reporters.

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 3200-3205.

Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

Before beginning employment, any person who will be a mandated reporter by virtue of the person's position shall sign a statement indicating knowledge of the reporting obligations under Penal Code 11166 and compliance with such provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of the mandated reporter's professional capacity or outside the scope of employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that the person knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)
2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, the mandated reporter may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166) No employee shall be subject to any sanction by the district for making a report unless it can be

shown that the employee knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166, 11172)

Regulation 5144.1: Suspension And Expulsion/Due Process

Status: DRAFT

Original Adopted Date: 02/21/2012 | **Last Revised Date:** 06/15/2020

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910, so long as removal from a particular class does not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

Grounds for Suspension and Expulsion: Grades K-8

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-8" below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11059, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11059, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the same as a controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, 289, or former 288a, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student(s) in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

Burn page means an internet web site created for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

Credible impersonation means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that the student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated. (Education Code 48900(r))

False profile means a profile of a fictitious student or profile using the likeness or attributes of an actual student other than the student who created the false profile. (Education Code 48900(r))

An electronic act is not considered pervasive conduct solely on the basis that it has been transmitted to the internet or is currently posted on the internet. (Education Code 48900(r))

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying out the crime. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-8

A student in grades 4-8 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)

Suspension from Class by a Teacher

A teacher may suspend a student from class for the remainder of the day and the following day for any of the acts specified in Education Code 48900 and listed as Items #1-19 under "Grounds for Suspension and Expulsion: Grades K-8" above or for disruption or willful defiance at any grade level, including grades K-8. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing

presence of the student at school, the student shall be appropriately supervised during the class periods from which the student has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

A teacher may also refer a student, for any of the acts specified above in Education Code 48900, to the principal or designee for consideration of a suspension from school. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity away from school to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if it is determined that the student violated any of Items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension upon a student, including supervised suspension, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school or class, or continuation school or class for the purpose of adjustment, the student may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against the student, and shall be given the opportunity to present the student's version and evidence in the student's defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, the student, the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker, shall be notified of the student's right to a conference and the right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives the right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school for the conference. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and, if applicable, the county social worker, in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian, or if applicable, the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, the county social worker, shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

4. In addition, the notice may state the date and time when the student may return to school.
5. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may conduct a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, the notice may state that the law requires such individuals to respond to the request without delay. However, the student shall not be penalized for the failure of the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, to attend such a conference. The student may not be denied reinstatement solely because such individuals failed to attend the conference. (Education Code 48911)

6. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)
 - a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
 - b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process.
 - c. If the student involved is a foster youth or Indian child, the Superintendent or designee shall notify the

district's educational liaison of the need to invite the foster youth's educational rights holder, attorney and county social worker, or the Indian child's tribal social worker or, if applicable, the county social worker, to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

- d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)
- e. In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct the behavior and keep the student in school. Alternative disciplinary consequences designed to improve and correct negative behavior can include the following:
 - A conference between school personnel, the pupil's parent or guardian, and the pupil
 - Referrals to the school counselor, psychologist, child welfare attendance personnel, or other school support service personnel for case management and counseling
 - Study teams, or other intervention-related teams that assess the behavior, and develop and implement individualized plans to address the behavior in partnership with the pupil and his or her parents
 - Referral for a comprehensive psychosocial or psychoeducation assessment for the purpose of creating an individualized plan
 - Enrollment in a program for teaching prosocial behavior and anger management
 - Participation in a restorative justice program
 - A positive behavior support approach with tiered interventions that occur during the school day on campus
 - After-school programs that address specific behavioral issues or expose pupils to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups.
 - Community services on school grounds, or with parent permission, off school grounds (Education Code 48900.6)

On-Campus Suspension

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting the student's teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker, in person, by email, or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, the Superintendent or principal shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student

3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11059, except for:
 - a. The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
 - b. The student's possession of over-the-counter medication for use by the student for medical purposes
 - c. Medication prescribed for the student by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an offense for which the student may be expelled, the Superintendent, principal, or designee shall offer the student, the student's parent/guardian, or, when applicable, other person holding the right to make educational decisions for the student, the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after written notice of the expulsion hearing pursuant to Education Code 48918 has been given.

The stipulation agreement shall be in writing and shall be signed by the student, the student's parent/guardian, or, when applicable, the person holding the right to make educational decisions for the student. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student, the student's parent/guardian, or, when applicable, the person holding the right to make educational decisions for the student, shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, the Superintendent or designee shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of the right to: (Education Code 48918.5)

1. Receive five days' notice of the scheduled testimony at the hearing
2. Have up to two adult support persons present at the hearing at the time the witness testifies
3. Have a closed hearing during the time the witness testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth, Homeless Students, and Indian Children

If the student facing expulsion is a foster student or Indian child, the Superintendent or designee shall also send notice of the hearing to the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, at least 10 calendar days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 calendar days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)
2. Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to testify in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

3. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
4. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in Item #6 below. (Education Code 48918(i))

5. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above. (Education Code 48918(h))
6. Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

7. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
 - a. Any complaining witness shall be given five days' notice before being called to testify.

- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during the testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person who is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - i. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
 - iii. The person conducting the hearing may:
 - A. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - B. Limit the time for taking the testimony of a complaining witness to normal school hours, if there is no good cause to take the testimony during other hours
 - C. Permit one of the support persons to accompany the complaining witness to the witness stand

8. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from school, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers,

regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "mandatory recommendation and mandatory expulsion" act listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 9-12" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)

4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 9-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

If a student is expelled from school, the student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in Items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and Items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the student's parent/guardian, or other person holding the right to make educational decisions for the student, and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and the student's parent/guardian or other person holding the right to make educational decisions for the student shall be asked to indicate in writing their willingness to comply with these regulations.
2. If the readmission is granted, the Superintendent or designee shall notify the student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, by registered mail, of the Board's decision regarding readmission.

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any

school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

Regulation 6115: Ceremonies And Observances

Status: DRAFT

Original Adopted Date: 12/08/1994 | **Last Revised Date:** 10/12/2020

Holidays

District schools shall be closed on the following holidays: (Education Code 37220)

New Year's Day - January 1

Dr. Martin Luther King, Jr. Day - Third Monday in January or the Monday or Friday of the week in which January 15 occurs

Lincoln Day - The Monday or Friday of the week in which February 12 occurs

Washington Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth National Independence Day- June 19

Independence Day - July 4

Labor Day - First Monday in September

Veterans Day - November 11

Thanksgiving Day - The Thursday in November designated by the President

Christmas Day - December 25

In addition, schools shall be closed on: (Education Code 37220)

1. Any day appointed by the Governor as a holiday or as a special or limited holiday on which the Governor provides that schools shall close
2. Any day appointed by the President as a holiday, including by executive order or by signing into law legislation that creates a nationwide federal holiday
3. Any other day designated as a holiday by the Governing Board and/or negotiated with employee organizations

Holidays which fall on a Sunday shall be observed the following Monday. Holidays which fall on a Saturday shall be observed the preceding Friday. If any of the above holidays occurs under federal law on a date different from that indicated above, the Governing Board may close the schools on the date recognized by federal law instead of on the date above. (Education Code 37220)

Commemorative Exercises

District schools shall hold exercises in accordance with law to commemorate the following special days: (Education Code 37220, 37221, 45460)

Dr. Martin Luther King, Jr. Day - The Friday before the day schools are closed for this holiday

Abraham Lincoln's Birthday - The school day before the day schools are closed for this holiday

Susan B. Anthony Day - February 15

George Washington's Birthday - The Friday preceding the third Monday in February

Black American Day - March 5

Conservation, Bird, and Arbor Day - March 7

Classified Employee Week - Third week in May

U.S. Constitution and Citizenship Day - On or near September 17

Commemorative exercises shall be integrated into the regular educational program to the extent feasible.

Patriotic Exercises

Each school shall conduct patriotic exercises daily, which may include the Pledge of Allegiance to the Flag of the United States and/or instruction that promotes understanding of the concepts of "pledge," "allegiance," "republic," and "indivisible" and understanding of the importance of the pledge as an expression of patriotism, love of country, and pride in the United States. (Education Code 52720, 52730)

At elementary schools, such exercises shall be conducted at the beginning of each school day. (Education Code 52720)

Display of Flag

The flag of the United States and the flag of California shall be displayed during business hours at the entrance or on the grounds of every district school and on or near the district office. At all times, the national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4 USC 6)

The national flag shall fly at half-staff on the following occasions: (4 USC 7)

1. For 30 days from the death of the President or a former President
 2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
 3. From the day of death until interment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, or the Governor of a state
 4. On the day of death and the following day for a Member of Congress
 5. On Memorial Day, until noon only
 6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day
 7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government or a member of the Armed Forces from the state who has died while serving on active duty
 8. On other occasions by order of the President and in accordance with presidential instructions or orders
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Policy 6173: Education For Homeless Children

Status: DRAFT

Original Adopted Date: 09/12/2006 | **Last Revised Date:** 09/12/2022

The Governing Board believes that the identification of students experiencing homelessness is critical to improving the educational outcomes of such students and ensuring that students experiencing homelessness have access to the same free and appropriate public education provided to other students within the district. The district shall provide students experiencing homelessness with access to education and other services necessary for such students to meet the same challenging academic standards as other students.

When there are at least 15 students experiencing homelessness in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of students experiencing homelessness. (Education Code 52052, 52060, 52064)

The Superintendent or designee shall review district policies at least once every three years and recommend updates to ensure removal of any barriers to the education of homeless students and unaccompanied youth. Any such review shall address identification, enrollment, and retention of such students, including those barriers that are due to absences or outstanding fees or fines. (Education Code 48851.3, 42 USC 11432)

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison for homeless students shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting students experiencing homelessness to succeed in school, and as specified in Education Code 48851.3 related to trainings for district staff providing assistance to students experiencing homelessness.

The Superintendent or designee shall ensure that each district school identifies all students experiencing homelessness and unaccompanied youths enrolled at the school. (Education Code 48851)

To ensure easy identification of students experiencing homelessness, the Superintendent or designee shall annually provide and administer a housing questionnaire developed by the California Department of Education (CDE) to all parents/guardians of students and all unaccompanied youths. (Education Code 48851)

If the primary language of a student's parent/guardian or an unaccompanied youth is not English, either the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985, or an appropriate translation of the housing questionnaire shall be provided upon request of a student's parent/guardian or an unaccompanied youth. (Education Code 48851)

The Superintendent or designee shall report to CDE the number of students experiencing homelessness, including unaccompanied youths, enrolled in the district as identified from the housing questionnaire described above. (Education Code 48851)

In addition, the Superintendent or designee shall ensure that the district liaison's contact information and other information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district and school web sites as specified in the accompanying administrative regulation. (Education Code 48852.6)

The Superintendent or designee shall ensure that placement decisions for students experiencing homelessness are based on the student's best interest as defined in law and administrative regulation.

Each student experiencing homelessness shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (Education Code 48850; 42 USC 11432)

Students experiencing homelessness shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate students experiencing homelessness on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet their unique needs. (42 USC 11432, 11433)

The Superintendent or designee shall ensure that information and/or materials for students experiencing homelessness are provided in a manner and form understandable to the student's parents/guardians and to unaccompanied youths.

Information about the living situation of a student experiencing homelessness shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act, shall not be deemed to be directory information as defined in 20 USC 1232g, and shall not be released without written consent. (42 USC 11432)

The Superintendent or designee shall coordinate with other agencies and entities to ensure that students experiencing homelessness are promptly identified, ensure that students experiencing homelessness have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to students experiencing homelessness, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for students experiencing homelessness and services for students with disabilities. (42 USC 11432)

At least annually, the district liaison and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of students experiencing homelessness. Such professional development and technical assistance shall include, but are not limited to, training on the district's homeless education program policies, definitions of terms related to homelessness, recognition of signs that students are experiencing or are at risk of experiencing homelessness, the steps that should be taken once a potentially homeless student is identified, and how to connect students experiencing homelessness with appropriate housing and service providers. (Education Code 48851.3, 48852.5; 42 USC 11432)

At least annually, the Superintendent or designee shall report to the Board on the identification of and outcomes for students experiencing homelessness, which may include, but are not limited to, the housing questionnaire responses, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to more effectively identify and support the education of students experiencing homelessness.

Annually, the Superintendent or designee shall report to CDE, in accordance with Education Code 51225.1, the number of students experiencing homelessness graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

Regulation 6173: Education For Homeless Children

Status: DRAFT

Original Adopted Date: 09/12/2006 | **Last Revised Date:** 09/12/2022

Definitions

Homeless students or students experiencing homelessness means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48859; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals
2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above

Unaccompanied youth includes a homeless child or youth not in the physical custody of a parent or guardian. (Education Code 48859; 42 USC 11434a)

School of origin means the school that the student experiencing homelessness attended when permanently housed or the school in which the student was last enrolled, including a preschool. If the school the student experiencing homelessness attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the student attended within the preceding 15 months and with which the student is connected, the district liaison for homeless students, in consultation with and with the agreement of the student experiencing homelessness and the person holding the right to make educational decisions for the student, shall determine which school is, in the best interests of the student experiencing homelessness, deemed the school of origin. (Education Code 48852.7; 42 USC 11432)

Best interest means that, in making educational and school placement decisions for a student experiencing homelessness, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

District Liaison

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

District Liaison
1310 Stroud Ave.
Kingsburg, CA 93631
tpenner@kesd.org
559-897-1046

The district's liaison for homeless students shall: (Education Code 48851.3, 48851.5, 48852.5; 42 USC 11432)

1. Ensure that students experiencing homelessness are identified by school personnel through outreach and coordination activities with other entities and agencies
2. Ensure that students experiencing homelessness are enrolled in, and have a full and equal opportunity to succeed in, district schools
3. Ensure that families and students experiencing homelessness have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other

preschool programs administered by the district

4. Ensure that families and students experiencing homelessness receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services
5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children
6. Disseminate public notice of the educational rights of students experiencing homelessness in locations frequented by parents/guardians of students experiencing homelessness and by unaccompanied youth, including schools, shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.
7. Mediate enrollment disputes in accordance with law and the section "Resolving Enrollment Disputes" below
8. Fully inform parents/guardians of students experiencing homelessness and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice
9. Offer annual training related to the district's homeless education program policies to school personnel who provide services to students experiencing homelessness, including principals and other school leaders, attendance officers, teachers, enrollment personnel, and specialized instructional support personnel, to ensure that such employees are informed of available training, professional development, and other support, and the services provided by the district liaison for homeless students
10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090
11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to students experiencing homelessness, including the collection and provision of comprehensive data to the state coordinator as required by law

In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a student experiencing homelessness who is undergoing a disciplinary proceeding that could result in the student's expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program (IEP) team meeting to make a manifestation determination regarding the behavior of a student with a disability.

The Superintendent or designee shall inform students experiencing homelessness, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. The Superintendent or designee shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on CDE's web site. (42 USC 11432)

Enrollment

The district shall make placement decisions for students experiencing homelessness based on the student's best interest. (Education Code 48850; 42 USC 11432)

In determining a student's best interest, a student experiencing homelessness shall, to the extent feasible, be placed in the school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

When determining the best interest of any student experiencing homelessness, the district shall give priority to the request of the student's parent/guardian, or in the case of an unaccompanied youth, the request of the student. The student's educational stability and opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress and other student-centered factors related to the student's best interest, including the impact of mobility on the student's achievement, education, health, and safety, shall also be considered. (Education Code 48850; 42 USC 11432)

Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a student experiencing homelessness lives with the student's homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the district liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of the right to appeal. (42 USC 11432)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if the student: (Education Code 48850, 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records
4. Has missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall immediately refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if the student is an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than the school of origin or the school requested by the student's parent/guardian or the student, if an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the reasons for the decision, including why placement in the student's school of origin or requested school is not in the student's best interest, along with a statement regarding the right to appeal the placement decision. The written explanation shall be in a manner and form understandable to such parent/guardian or unaccompanied youth. (42 USC 11432)

At the point of any change or subsequent change in the residence of a student experiencing homelessness, the student may continue attending the student's school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the student experiencing homelessness has the benefit of matriculating with the student's peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, the student shall be allowed to continue in the same attendance area
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, the student shall be allowed to continue to the school designated for matriculation in that district

If the student's housing status changes before the end of the school year so that the student is no longer experiencing homelessness, the student shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if the student is in grades K-8
2. Through graduation if the student is in high school

Resolving Enrollment Disputes

If a dispute arises over student eligibility, school selection, or enrollment in a particular school, the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)

The written explanation shall include:

1. A description of the action proposed or refused by the district
2. An explanation of why the action is proposed or refused
3. A description of any other options the district considered and the reasons that any other options were rejected
4. A description of any other factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources
5. Appropriate timelines to ensure any relevant deadlines are not missed
6. Contact information for the district liaison and state coordinator, and a brief description of those roles

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:

1. Inform the student's parents/guardians or unaccompanied youth that written and/or oral documentation to support their position may be provided
2. Inform the student's parents/guardians or unaccompanied youth that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide a copy of the dispute form they submit for their records
5. Provide the outcome of the dispute for their records

When a student's parent/guardian or an unaccompanied youth involved in the enrollment dispute is an English learner, Items #1-5 shall be provided either in the native language of the parent/guardian or unaccompanied youth or through an interpreter. Any additional support needed because of a disability of that parent/guardian or unaccompanied youth shall be made available without a charge.

If a parent/guardian or unaccompanied youth disagrees with the district liaison's enrollment decision, the decision may be appealed to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the liaison for homeless students at the county office of education.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Transportation

The district shall provide transportation for a student experiencing homelessness to and from the student's school of origin when the student is residing within the district and the parent/guardian, or the district liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend the student's school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

Any fees that the district charges for home-to-school transportation and other transportation as expressly provided by law shall be waived for students experiencing homelessness. (Education Code 39807.5)

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they secure permanent housing, unless the formerly homeless student has an IEP that includes transportation as a necessary related service for the student. (Education Code 48852.7)

Transfer of Coursework and Credits

When a student experiencing homelessness transfers into a district school, the district will receive an official transcript from the transferring school or district which reflects full and partial credits and grades earned by the student and includes: (Education Code 51225.2)

1. A determination of the days of enrollment and/or seat time, if applicable, for all full and partial credits earned based on any measure of full or partial coursework being satisfactorily completed

Partial coursework satisfactorily completed includes any portion of an individual course, even if the student did not complete the entire course

2. Separate listings for credits and grades earned at each school and local educational agency so it is clear where credits and grades were earned
3. A complete record of the student's seat time, including both period attendance and days of enrollment

The district shall transfer the credits and grades from the transferring school's transcript onto an official district transcript in the same manner as described in Item #2, above. (Education Code 51225.2)

If the Principal or designee has knowledge that the transcript from the transferring school may not include certain credits or grades, the Principal or designee shall contact the prior school within two business days to request that the full or partial credits be issued, which shall then be issued and provided by the prior school within two business days of the request. (Education Code 51225.2)

The district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school. (Education Code 51225.2)

If the entire course was completed, the district shall not require the student to retake the course. (Education Code 51225.2)

If the entire course was not completed at the previous school, the student shall be issued partial credit for the coursework completed and shall be required to take the uncompleted portion of the course. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a student in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a student experiencing homelessness from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Eligibility for Extracurricular Activities

A student experiencing homelessness who enrolls in any district school shall have access to extracurricular and enrichment activities that are available to all students in the school, including but not limited to, interscholastic sports administered by the California Interscholastic Federation. (Education Code 48850)

Notification, Complaints, and Posting Requirements

Information regarding the educational rights of students experiencing homelessness, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of students experiencing homelessness, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

The Superintendent or designee shall ensure that a list of the district's liaison(s) and the contact information for such liaison(s), as well as specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to students experiencing homelessness, are posted on the district's web site. (Education Code 48852.6)

Each district school that has a web site shall also post the contact information for the district liaison and the name and contact information of any employee or other person under contract with the school who assists the district liaison in completing the liaison's duties pursuant to 42 USC 11432. (Education Code 48852.6)

Policy 6173.1: Education For Foster Youth

Status: DRAFT

Original Adopted Date: 04/19/2010 | **Last Revised Date:** 02/21/2012

The Governing Board recognizes that foster youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs that may be addressed with the provision of a safe, positive learning environment that is free from discrimination and harassment and that promotes students' self-esteem and academic achievement.

The Superintendent or designee shall provide foster youth with full access to the district's educational program and implement strategies necessary for the improvement of the academic achievement of foster youth as identified in the district's local control and accountability plan (LCAP). The Superintendent or designee shall also develop strategies to build a foster youth's feeling of connectedness with school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and as specified in the accompanying administrative regulation. To that end, the Superintendent or designee shall designate a staff person as the district liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.

The Superintendent or designee and district liaison shall ensure that all appropriate staff, including, but not limited to, each principal, school registrar, and attendance clerk, receive training on the enrollment, placement, and transfer of foster youth and other related rights.

To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with local agencies and officials including, but not limited to, the county placing agency, social services, probation officers, and juvenile court officers. The Superintendent or designee shall explore the feasibility of entering into agreements with these groups to coordinate services and protect the rights of foster youth.

At least annually and in accordance with the established timelines, the Superintendent or designee shall report to the Board on the outcomes for foster youth regarding the goals and specific actions identified in the LCAP, including, but not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, and suspension/expulsion rates. As necessary, evaluation data shall be used to determine and recommend revisions to the LCAP for improving or increasing services for foster youth.

Regulation 6173.1: Education For Foster Youth

Status: DRAFT

Original Adopted Date: 03/10/2011 | **Last Revised Date:** 10/10/2022

Definitions

Foster youth, foster child, or student in foster care means any of the following: (Education Code 42238.01, 48853.5)

1. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 300, whether or not the child has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 319 or 361
2. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 602, whether or not the child has been removed from the child's home
3. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 602, has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 727, and is in foster care as defined by Welfare and Institutions Code 727.4(d)
4. A nonminor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01
5. A child who has been removed from the youth's home pursuant to Welfare and Institutions Code 309
6. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the court's jurisdiction in accordance with the tribe's law
7. A child who is the subject of a voluntary placement agreement, as defined in Welfare and Institutions Code 11400(p)

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.

School of origin means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the foster youth was last enrolled, or if there is another school that the foster youth attended with which the foster youth is connected and that the foster youth attended within the preceding 15 months, the district liaison, in consultation with, and with the agreement of, the foster youth and the person holding the right to make educational decisions for the foster youth shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. (Education Code 48853.5)

Best interests of a foster youth means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the proximity to the school at the time of placement, appropriateness of the educational setting, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 20 USC 6311)

District Liaison

The Superintendent designates the following position as the district's liaison for foster youth: (Education Code 48853.5)

Tricia Penner
1310 Stroud Avenue
Kingsburg, CA 93631
tpenner@kesd.org
559-897-1046

The liaison for foster youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of

students in foster care (Education Code 48853.5)

2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48645.5, 48853.5)

When a student in foster care is enrolling in a district school, the liaison shall contact, within two business days of the student's request for enrollment, the school last attended by the student to obtain all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)

3. Notify a foster youth's educational rights holder, attorney, and county social worker when a foster youth is undergoing any expulsion or other disciplinary proceeding including a manifestation determination for a foster youth who is a student with a disability, prior to a change in the foster youth's placement. (Education Code 48853.5, 48911, 48915.5, 48918.1)
4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973
5. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services
6. Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth
7. Collaborate with the county office of education, county placing agency, county child welfare agency, county probation department, juvenile court, and other appropriate agencies to help coordinate instruction, counseling, tutoring, mentoring vocational training, and other related services for the district's foster youth
8. Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in the district's local control and accountability plan

The Superintendent or designee shall regularly monitor the liaison's caseload, as well as additional duties outside of the foster youth program, to ensure that adequate time and resources are provided to meet the needs of foster youth in the district.

Enrollment

A student placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853, 48853.5)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency
2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interests of the student to be placed in another education program and submits a written statement to the district indicating that determination and an awareness of the following:
 - a. The student has a right to attend a regular public school in the least restrictive environment
 - b. The alternate education program is a special education program, if applicable
 - c. The decision to unilaterally remove the student from the district school and to place the student in an alternate education program may not be financed by the district
 - d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student
3. At the initial placement or any subsequent change in placement, the student exercises the right to continue in the school of origin, as defined above. In any such circumstance, the following shall apply:

- a. The student may continue in the school of origin for the duration of the court's jurisdiction
- b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in the school of origin for the remainder of the school year
- c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in the school of origin through graduation
- d. If the student is transitioning between school grade levels, the student shall be allowed to continue in the district in the same attendance area to provide the student the benefit of matriculating with the student's peers in accordance with the established feeder patterns of school in the district. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the foster youth be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from the school of origin, the liaison shall provide the foster youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the foster youth would be served by a transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth, regardless of whether the foster youth: (Education Code 48853.5)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation

If the foster youth or a person holding the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, an appeal may be filed with the Superintendent. The Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the Superintendent's decision, the foster youth or the person holding the right to make educational decisions for the foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the foster youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

Transportation

The Superintendent or designee shall collaborate with the local child welfare agency to determine how transportation will be provided, arranged, and funded in a cost-effective manner to enable a foster youth to remain in the school of origin, for the duration of the time spent in foster care, when it is in the foster youth's best interest to do so. Such transportation costs may be paid by either the child welfare agency or the district, or shared by both. (20 USC 6312)

Any fees that the district charges for home-to-school transportation and other transportation as expressly provided by law shall be waived for foster youth. (Education Code 39807.5)

Effect of Absences on Grades

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the grades shall be calculated as of the date the student left school
2. A verified court appearance or related court-ordered activity

Transfer of Coursework and Credits

When a foster youth transfers into a district school, the district will receive an official transcript from the transferring school or district which reflects full and partial credits and grades earned by the foster youth and includes: (Education Code 51225.2)

1. A determination of the days of enrollment and/or seat time, if applicable for all full and partial credits earned based on any measure of full or partial coursework being satisfactorily completed

Partial coursework satisfactorily completed includes any portion of an individual course, even if the student did not complete the entire course

2. Separate listings for credits and grades earned at each school and local educational agency so it is clear where credits and grades were earned
3. A complete record of the student's seat time, including both period attendance and days of enrollment

The district shall transfer the credits and grades from the transferring school's transcript onto an official district transcript in the same manner as described in Item #2, above. (Education Code 51225.2)

If the Principal or designee has knowledge that the transcript from the transferring school may not include certain credits or grades, the Principal or designee shall contact the prior school within two business days to request that the full or partial credits be issued, which shall then be issued and provided by the prior school within two business days of the request. (Education Code 51225.2)

The district shall accept and issue full or partial credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency. (Education Code 51225.2)

If the entire course was completed, the district shall not require the foster youth to retake the course. (Education Code 51225.2)

If the entire course was not completed at the previous school, the foster youth shall be issued partial credit for the coursework completed and shall be required to take the uncompleted portion of the course. However, the district may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the district finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, the foster youth shall be enrolled in the same or equivalent course, if applicable, to enable the completion of the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Eligibility for Extracurricular Activities

A foster youth whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other

extracurricular activities. (Education Code 48850)

Notification and Complaints

Information regarding the educational rights of foster youth shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

Any complaint alleging that the district has not complied with requirements regarding the education of foster youth may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. If the district finds merit in a complaint, the district shall provide a remedy to the affected student. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) and shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. If CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

**KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT
GOVERNING BOARD MEETING**

April 17, 2023

**Kingsburg Elementary Professional Development Building
1310 Stroud Avenue
Kingsburg, California 93631**

4:00 p.m.

MINUTES

PUBLIC SESSION AND PUBLIC COMMENT ON AGENDIZED AND NON-AGENDIZED ITEMS

1. Call to Order and Roll Call
Board Clerk, Frank Yanes, called the meeting to order at 4:00 p.m.

Board Members Present:

Brad Bergstrom, President
Frank Yanes, Clerk
Constance Lunde, Member
Karyll Smith Quinn, Member

Board Members Absent:

Vacant, Member

District Office Administrators Present:

Wesley Sever, Ed.D., Superintendent
Matt Stovall, Assistant Superintendent
Bobby Rodriguez, Chief Business Official
Carol Bray, Director, Human Resources
Erin Pasillas, Director of Special Education and Student Services

2. Pledge of Allegiance
3. Moment of Contemplative Silence
4. Approval of Agenda:

Moved: Mr. Yanes; Seconded: Mrs. Lunde, to approve the April 17, 2023, Board agenda with the following addenda:

- Addenda to Agenda
- ✓ Deletion of Consent Item 12.7.: Consider Approval of Annual Contract with FCSS for Early Stars Program
- ✓ New Action Item 24.: Consider Approval of Purchase of Touch Screen Displays for Extended RSP
- ✓ New Closed Session Item 32.1.6.: Consider Approval of Request to Hire: Science Teacher, Rafer Johnson Jr. High

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes
Motion Carried: 4-0

DISCUSSION

5. Superintendent's Report

- 5.1. Recognition of Resignation and Honoring of Board Member Shane Murray – Mr. Murray took this responsibility to heart. I very much appreciated his straightforward approach and positive attitude, which I know will be missed by all of us. On behalf of the entire community, I would like to extend my sincerest thanks for his outstanding service to the school board. Shane, we wish you all the best in your future endeavors. Thank you for your service.

5.2. Communications/Recognitions

- 5.1.1 Rafer Johnson Jr. High Drama students will perform Aladdin Jr. next week at the Kingsburg High School Little Theater. Shows will run on April 27, 28, and 29 at 7 pm and April 29 at 2 pm. Tickets are \$10 for adults and \$5 for students and seniors. Tickets will be available to purchase at the KHS ticket booth a half hour before the show.
- 5.1.2 Dr. Sever recently signed a letter, along with other Charter District superintendents, to Senator Melissa Hurtado regarding Transportation Reimbursement Funding. Mr. Rodriguez and Dr. Sever will meet with her over Zoom to discuss Charter Schools and Charter School Districts not receiving these funds, which would be around \$400,000 for our District.
- 5.1.3 Dr. Sever finished the "Sometimes You Win, Sometimes You Learn" lessons at Rafer Johnson Jr. High and Island Community Day School. Losses in life are never fun, but there is one loss no one can afford to experience: the loss of hope. If you lose hope, that may be your last loss because when hope is gone, so is the motivation and ability to learn. Everyone has experienced loss, but learning to overcome loss makes us successful.
- 5.1.4 Dr. Sever discussed the timeline and process to fill the Board vacancy for trustee area 3.

6. Assistant Superintendent's Report

- 6.1. Summer Planning will take place August 7-11.
- 6.2. The After School Program has recently implemented a Go Green Club where students help pick up trash and help keep the campus clean.
- 6.3. The Expanded Learning Spring Break Session went very well. There were 120 students enrolled, with the most attending in one day at 92. Each student that participated in all four days completed a reading log of 400 minutes of reading. Each day, students participated in two STEM activities exploring the Scientific Method/Engineering Design, one art activity, 1-2 cooking activities, and structured recreation activities planned twice daily for 30 minutes each. Mr. Stovall thanked Mrs. North and Mrs. MacAdam for their work on making this program successful.

7. Chief Business Official's Report

- 7.1. Danny did a great job of moving around each campus and keeping on top of where everyone was during all the Spring Break projects.
- 7.2. The fence project at Washington School is in progress. The front iron gate is still in place, but it creates another layer where students can't just hit the crash bars and run out, so we'll leave it for now. The six-foot fence was installed throughout Washington, but the front gates leading into the hallways will be getting a metal grate which is being powder-coated right now. As soon as that comes in, those will be installed on all the gates with a crash bar so you cannot stick your hand in and pop the gate. Mrs. Winchell has received a lot of positive comments from parents thanking us for raising the gates. It looks and feels more secure than it was previously, and teachers can all get through these gates. The crash bars are necessary as the fire department will not allow us to put any of those gates up without a crash bar in case of a fire; it's accessible for people to get out. In the area where the buses are, the older gates and the mesh that we have there is rusty. We will be powder-coating those as well.

- 7.3. The flooring in the office at Washington is partially done. We are waiting for built-ins which will arrive in summer, and then the rest of the carpet will be done.
- 7.4. The kitchen floor and sink was replaced in the Washington Kitchen. They're now able to wash dishes and food prep at the same time. Previously there was just one large area, and they could not do that.
- 7.5. The new light poles over at Lincoln were put in. The whole area is now lit and extends into the concrete as you walk out to the office. If we have events and for the After School Program, people will be able to see.
- 7.6. At Rafer, we didn't complete the project with the office and library HVAC. They were able to put in one of the condensers. The system is working; this will replace the older system. We will wait until the first part of the summer to complete the rest of the project.
- 7.7. All solar contracts were submitted to PG&E, and we have been grandfathered into NEM 2.0. The next step is to start with developing, planning, and implementing our plan for Rafer and Roosevelt. Any further projects we discussed for solar at Washington and Lincoln would also be grandfathered in. We can decide within three years to start those and have the same rates apply.
- 7.8. We will contract with ERC to provide after school program with a resource to develop and implement the sign-ups or application process for our programs, monitor attendance, and complete reports as needed or the requirements.
- 7.9. We're currently looking at purchasing a vehicle for our home liaisons. Mary and Tricia are currently utilizing their personal vehicles to do district business. We want to use some of our homeless funds to purchase a new vehicle so that they can utilize that to take students to and from school, to appointments, and to conduct their district business. We've looked at a couple of places, but the best deal we can find is a 2023 Honda Odyssey. This would be one way we can get the most of that money gone before it runs out on June 30. We've had a lot of difficulties with spending this money. We purchased hotel rooms for families when their homes burned down and clothing items for students, but there's really not a whole lot that we've gotten as far as feedback on how to spend it. We feel that this is the best way to spend that money.
- 7.10. We applied for the CSP expansion grant, and we were approved. As of June 30, our partnership with EduCare will end and we will be taking over that room as well. Tiffany's preschool will expand into that classroom, and we have begun the licensing process. We will be posting positions soon for the additional class.
8. Director of Special Education & Student Services Report
 - 8.1. Mrs. Pasillas presented on budgets, staffing, projects, and goals for Special Education & Student Services.
9. Professional Development
 - 9.1. Denise Dedini, J.R. Parker, Charlotte Allen- CPM National Conference
 - 9.2. Crystal Cann- CA Council for the Social Studies
 - 9.3. Linda Simmons, Emily Rossiter, Melody Lee, Michael Ruiz- CADA Leadership Conference
 - 9.4. Leah Underwood, Scott Lutz- AeriesCon Spring 2023 Conference
 - 9.5. Kerry Pickrell, Michelle Stone, Ben Manuszak, Niko Alo, Josh Fridlund, Charlienne Emmersen, Michelle Pauls, Melody Lee, Martee Barnett- CUE Conference
 - 9.6. Amanda Wheelis- CCSS Conference
 - 9.7. Jeff Sibley, Jeremy Yarbrough, Cindy Carender, Emily Rossiter, Garrett Smothers- Central Valley Region VII Literacy Conference
 - 9.8. Jacob Pasalakis, Joseph Bermudez- CASMEC
10. Board Member Reports
 - 10.1. Mrs. Smith Quinn was able to attend the CVHS Talent Show. Mrs. Regier did a great job showcasing the student talents for this event.

10.2. Mrs. Smith Quinn mentioned the recent Brave Girls event at the Kingsburg Community Church. She noted it was inspiring to see Erin Pasillas and Denise Dedini volunteer and speak for an event that provides girls with a safe and welcoming space to have fun and learn about their self-worth in Christ. It is a remarkable way to empower them and let them know they are loved and valued. Erin and Denise's willingness to serve the community and share their faith with others was inspiring.

11. First Reading: Board Policies/Administrative Regulations/Exhibits
 - 11.1. Revised AR 0420.4: Charter School Authorization
 - 11.2. Revised BP 4030: Nondiscrimination in Employment
 - 11.3. Revised BP/AR 4218: Dismissal/Suspension/Disciplinary Action
 - 11.4. Revised AR 5113: Absences and Excuses
 - 11.5. Revised BB 9270: Conflict of Interest
 - 11.6. Revised BB 9320: Meetings and Notices

No changes were made to the policies as submitted. They will be brought back to the next Board meeting for approval.

ADJOURN FOR PUBLIC HEARING

PUBLIC HEARING

Quarterly Report on Williams Uniform Complaints

No comments were received from the public.

RECONVENE PUBLIC SESSION

ACTION

12. Consent Agenda
 - 12.1. Consider Approval of Minutes – March 13, 2023 Board Meeting
 - 12.2. Consider Approval of Minutes – March 28, 2023 Special Board Meeting
 - 12.3. Consider Approval of Cash Balances
 - 12.4. Consider Approval of Budget Report
 - 12.5. Consider Approval of Accounts Payable Report
 - 12.6. Consider Approval of Revised 2023-2024 Stipend Schedule

Items 12.1. – 12.6.:

Moved: Mr. Yanes; Seconded: Mrs. Smith Quinn

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;

Mr. Yanes – Yes

Motion Carried: 4-0

BUSINESS SERVICES

13. Consider Approval of Contract for Services with Epoch Education for Keynote Speaker, Dr. Nancy Dome, at Opening Session on August 14, 2023

This item was tabled.

14. Consider Approval of Project Contingency Fund- Window Project

Moved: Mrs. Lunde; Seconded: Mr. Yanes

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes
Motion Carried: 4-0

15. Consider Approval of Quote from Howard Technology Solutions for ELMO Document Cameras at Reagan Elementary

Moved: Mrs. Smith Quinn; Seconded: Mrs. Lunde

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes
Motion Carried: 4-0

16. Consider Approval of Quote from BSN Sports for Washington School PBIS Signage

Moved: Mr. Yanes; Seconded: Mrs. Lunde

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes
Motion Carried: 4-0

17. Consider Approval of Quote from Sound Contracting for Rafer Johnson Jr. High Gym Audio Upgrades

Moved: Mrs. Smith Quinn; Seconded: Mr. Yanes

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes
Motion Carried: 4-0

18. Consider Approval of Quote from Sound Contracting for Rafer Johnson Jr. High Gym Video Upgrades

Moved: Mr. Yanes; Seconded: Mrs. Lunde

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes
Motion Carried: 4-0

19. Consider Approval of Quote from Home Depot for Floor Scrubber at Rafer Johnson Jr. High

Moved: Mrs. Smith Quinn; Seconded: Mrs. Lunde

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes
Motion Carried: 4-0

CURRICULUM & INSTRUCTION

20. Consider Approval of Quote from California Teaching Fellows for June 2023 Session

Moved: Mr. Yanes; Seconded: Mrs. Smith Quinn

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;

Mr. Yanes – Yes
Motion Carried: 4-0

21. Consider Approval of Quote from California Teaching Fellows for July 2023 Session

Moved: Mrs. Lunde; Seconded: Mrs. Smith Quinn

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes
Motion Carried: 4-0

HUMAN RESOURCES

22. Consider Approval of Declaration of Need for Fully Qualified Educators 2023-2024

Moved: Mrs. Lunde; Seconded: Mr. Yanes

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes
Motion Carried: 4-0

23. Consider Approval of 2023-2024 Staffing List

Moved: Mr. Yanes; Seconded: Mrs. Lunde

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes
Motion Carried: 4-0

SPECIAL EDUCATION & STUDENT SERVICES

24. Consider Approval of Purchase of Touch Screen Displays for Extended RSP

Moved: Mrs. Lunde; Seconded: Mr. Yanes

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes
Motion Carried: 4-0

ADMINISTRATIVE SERVICES

25. Consider Approval of Board Policies/Administrative Regulations/Exhibits

- 25.1. Revised AR 4161.2, 4261.2, 4361.2: Personal Leaves
- 25.2. Revised AR 4161.8, 4261.8, 4361.8: Family Care and Medical Leave
- 25.3. Revised BP/AR 5148.3: Preschool/Early Childhood Education
- 25.4. Revised BB 9220: Governing Board Elections
- 25.5. Revised BB 9223: Filling Board Vacancies
- 25.6. Revised BB 9323: Meeting Conduct

Moved: Mr. Yanes; Seconded: Mrs. Smith Quinn

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes

Motion Carried: 4-0

26. Consider Approval of Quarterly Report on Williams Uniform Complaints

Moved: Mr. Yanes; Seconded: Mrs. Lunde

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes

Motion Carried: 4-0

PUBLIC COMMENT

27. Public Comment on Agendized and Non-Agendized Items

27.1. No comments were received from the public.

28. Set Date, Time, and Location of Next Regularly Scheduled Board Meeting: Monday, May 15, 2023,
4:00 p.m., Professional Development Building

CLOSED SESSION

29. Public Employee Discipline/Dismissal/Release/Complaint (Government Code Section 54957)

30. Anticipated Litigation (Government Code Section 54956.9(b))

31. Student Discipline and Other Confidential Student Matters (Education Code Sections 35146, Ed. Code,
§48900 et seq.)

31.1. The Governing Board Will Meet in Closed Session to Consider Student Expulsion
Recommendations per California Education Codes 48916, 49073-49079

31.1.1 Case No. 23-19

31.1.2 Case No. 23-21

32. Public Employee Employment

32.1. Certificated Personnel

31.1.1 Consider Acceptance of Resignation: 6th Grade Teacher, Reagan Elementary

31.1.2 Consider Approval of Request to Hire: 2nd Grade Teacher, Lincoln School

31.1.3 Consider Approval of Request to Hire: 3rd Grade Teacher, Lincoln School

31.1.4 Consider Approval of Request to Hire: RSP Teacher, Washington School

31.1.5 Consider Approval of Request to Hire: RSP Teacher, Lincoln School

31.1.6 Consider Approval of Request to Hire: Science Teacher, Rafer Johnson Jr. High

32.2. Classified Personnel

31.1.1 Consider Acceptance of Resignation: Paraprofessional- Categorical, Roosevelt School

31.1.2 Consider Acceptance of Resignation: Behavior Support Assistant, Roosevelt School

33. Pupil Personnel

33.1. Consider Interdistrict Transfer Requests (Pursuant to Education Code 48204, 35146)

31.1.1 Consider Approval of 2022-23 New Attendance Requests – Site-Based Program

31.1.2 Consider Approval of 2022-23 New Attendance Requests – Central Valley Home School

31.1.3 Consider Approval of 2023-24 New Attendance Requests – Site-Based Program

31.1.4 Consider Approval of 2023-24 New Attendance Requests – Central Valley Home School

31.1.5 Consider Approval of 2023-24 Renewal Attendance Requests – Site-Based Program

31.1.6 Consider Approval of 2023-24 Renewal Attendance Requests – Central Valley Home School

RECONVENE PUBLIC SESSION

ACTION

34. Report of Actions Taken in Closed Session

Action taken on agenda item 31.1.1.:

Moved: Mr. Yanes; Seconded: Mrs. Lunde, to take the following action:

- The Board upheld the panel's recommendation to expel the student from the Kingsburg Elementary Charter School District for a period of two semesters (the remainder of Spring 2023 and Fall 2023), with placement at Violet Heintz Education Academy, without the option for independent study.

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes; Mr. Yanes – Yes

Motion Carried: 4-0

Action taken on agenda item 31.1.2.:

Moved: Mr. Yanes; Seconded: Mrs. Smith Quinn, to take the following action:

- The Board ratified the Stipulated Expulsion. The student was placed on a suspended expulsion with the Kingsburg Elementary Charter School District for the remainder of the school year. The pupil will be allowed to enroll at Central Valley Home School for the remainder of the Spring 2023 semester and the Fall 2023 semester with the opportunity to return to Rafer Johnson Junior High School for the Spring semester of 2024, pending a review of the rehabilitation plan.

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes; Mr. Yanes – Yes

Motion Carried: 4-0

Action taken on agenda items 32.1.1 – 32.2.2.:

Moved: Mr. Yanes; Seconded: Mrs. Lunde, to take the following action:

- Resignation: Breanne Hansen, 6th Grade Teacher, Reagan Elementary
- Request to Hire: Alyssa Aluisi, 2nd Grade Teacher, Lincoln School
- Request to Hire: Brienne Perez, 3rd Grade Teacher, Lincoln School
- Request to Hire: Gabriela Martinez, RSP Teacher, Washington School
- Request to Hire: Taylor Lyon, RSP Teacher, Lincoln School
- Request to Hire: Sundy Ferrales, Science Teacher, Rafer Johnson Jr. High
- Resignation: Kimberly Mattern, Paraprofessional- Categorical, Roosevelt School
- Resignation: Chrystelle Jaramillo, Behavior Support Assistant, Roosevelt School

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes; Mr. Yanes – Yes

Motion Carried: 4-0

Action taken on agenda items 33.1.1. – 33.1.6.:

Moved: Mrs. Lunde; Seconded: Mr. Yanes, to take the following action:

- 2022-23 New Attendance Requests – Site-Based Program; Approved all requests.
- 2022-23 New Attendance Requests – Central Valley Home School; Approved all requests.
- 2023-24 New Attendance Requests – Site-Based Program; Denied request #37, approved all other requests.
- 2023-24 New Attendance Requests – Central Valley Home School; Approved all requests.
- 2023-24 Renewal Attendance Requests – Site-Based Program; Approved all requests.
- 2023-24 Renewal Attendance Requests – Central Valley Home School; Approved all requests.

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes
Motion Carried: 4-0

35. Adjourn

Meeting was adjourned at 7:17 p.m.

**KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT
GOVERNING BOARD MEETING**

**SPECIAL BOARD MEETING
May 4, 2023**

**Kingsburg Elementary Professional Development Building
1310 Stroud Avenue
Kingsburg, California 93631**

5:00 p.m.

MINUTES

PUBLIC SESSION AND PUBLIC COMMENT ON AGENDIZED ITEMS

1. Call to Order and Roll Call
Board President, Brad Bergstrom, called the meeting to order at 5:00 p.m.

Board Members Present:

Brad Bergstrom, President
Frank Yanes, Clerk
Constance Lunde, Member
Karyll Smith Quinn, Member

Board Members Absent:

Vacant, Member

District Office Administrators Present:

Wesley Sever, Ed.D., Superintendent
Matt Stovall, Assistant Superintendent
Bobby Rodriguez, Chief Business Official

2. Pledge of Allegiance
3. Moment of Contemplative Silence
4. Approval of Agenda:

Moved: Mr. Yanes ; Seconded: Mrs. Lunde, to approve the May 4, 2023, Board agenda as submitted:

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes
Motion Carried: 4-0

5. Public Comment on Agendized Items
5.1. No comments were received from the public.

ACTION

6. Appointment of Provisional Board Member for Trustee Area 3

Moved: Mr. Yanes ; Seconded: Mrs. Smith Quinn, to provisionally appoint Reverend Edward Ezaki to replace Shane Murray for Trustee Area 3 on the Kingsburg Elementary Charter School District Board.

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes
Motion Carried: 4-0

7. Consider Adoption of Resolution 23-10: Expansion of CSPP (California State Preschool Program)

Moved: Mrs. Lunde ; Seconded: Mrs. Smith Quinn

Approved: Mr. Bergstrom – Yes; Mrs. Lunde – Yes; Vacant – Absent; Mrs. Smith Quinn – Yes;
Mr. Yanes – Yes
Motion Carried: 4-0

Meeting was adjourned at 5:05 p.m.

DRAFT

		JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
2020-21													
60001	GE	5,722,479	4,873,477	7,007,517	6,600,648	5,792,859	7,045,495	7,554,021	6,316,523	6,057,488	5,671,708	4,598,462	7,282,294
60012	CHDE	50,296	64,587	53,825	48,064	45,783	42,812	36,638	4,580	101,291	146,122	120,959	120,404
60008	CAFÉ	125,457	32,486	3,849	13,503	1,528	166,035	232,596	138,816	651	146,282	173,481	248,033
60020	SPRES	1,409,710	1,409,710	1,416,139	1,416,655	1,416,655	1,416,655	1,422,860	1,422,860	1,427,928	1,428,381	1,428,381	2,128,381
65334	16 B	6,055	6,055	6,074	6,076	6,076	6,076	6,103	6,103	6,125	6,126	6,126	6,126
60006	DF	379,948	566,643	595,163	537,961	589,764	589,764	640,690	610,197	368,446	284,457	284,457	312,970
65066	04 A	93	93	160	160	160	160	161	161	161	162	162	162
65104	06 Refund	60,029	60,827	65,870	66,125	66,125	66,125	67,420	67,787	84,567	84,830	84,836	85,884
65215	13 Refi	92,478	92,478	92,900	92,933	92,933	92,933	93,340	93,340	93,673	93,703	93,703	93,703
65276	Bond Intrst	13,479	14,178	15,554	15,628	15,628	15,628	208,021	210,896	215,895	422,082	438,804	460,520
65281	16 Refi	30,542	33,040	37,546	37,824	37,824	37,824	24,201	25,477	40,886	86,533	90,770	96,563
65335	16 B Debt	66,663	66,663	67,523	67,562	67,562	67,562	44,103	45,374	45,650	122,919	129,646	137,644
2021-22													
60001	GE	3,410,135	5,266,346	6,542,516	5,712,348	5,632,298	8,371,269	8,814,793	9,001,010	9,997,896	11,061,778	10,714,235	12,760,654
60012	CHDE	112,776	88,642	175,917	151,216	154,577	177,060	152,969	189,272	169,439	187,034	158,114	138,385
60008	CAFÉ	218,960	106,714	220,380	128,078	130,885	146,079	187,644	205,563	187,297	202,290	218,037	164,745
60020	SPRES	2,133,586	2,133,586	2,138,487	2,139,136	2,139,136	2,139,136	2,146,807	2,146,807	2,153,107	2,153,675	2,153,675	2,160,094
65098	04 B	0	0	0	0	0	0	0	0	0	0	0	0
65334	16 B	6,149	6,149	6,168	6,170	6,170	6,170	6,192	6,192	6,210	6,212	6,212	6,230
60006	DF	277,887	277,887	418,532	249,139	655,440	637,377	691,263	1,062,316	1,196,054	930,239	1,042,845	1,116,434
65066	04 A	163	236	236	236	236	236	237	237	238	238	238	468
65104	06 Refund	86,154	86,588	89,582	89,611	89,609	89,609	89,927	89,927	90,191	90,387	90,387	90,660
65215	13 Refi	94,042	94,157	94,455	94,484	94,484	94,484	94,822	94,822	95,100	95,125	95,125	95,772
65276	Bond Intrst	466,252	45,832	47,890	48,216	48,782	205,806	230,450	236,221	270,378	464,848	467,338	65,001
65281	16 Refi	23,150	24,413	25,899	25,982	26,102	88,263	20,388	21,864	29,269	83,817	84,543	95,226
65335	16 B Debt	17,532	18,829	19,194	19,328	19,541	131,493	21,408	24,088	37,006	134,781	136,023	154,683
2022-23													
60001	GE	11,462,106	10,509,697	11,595,955	12,050,047	13,862,360	17,648,124	17,729,201	17,371,298	18,891,813	20,948,944		
60012	CHDE	123,576	165,679	147,787	162,548	168,141	213,137	237,513	215,225	231,392	204,189		
60008	CAFÉ	8,350	67,670	133,058	21,429	16,622	173,493	69,294	4,895	204,389	238,400		
60020	SPRES	2,154,262	2,160,638	2,167,387	2,167,960	2,167,960	2,175,888	2,176,434	2,176,434	2,186,966	2,187,455		
65334	16 B	6,214	6,232	6,251	6,253	6,253	6,276	6,278	6,278	6,308	6,309		
60006	DF	1,074,175	1,075,041	1,083,296	1,143,381	1,150,954	1,129,707	1,234,234	1,250,128	1,154,738	1,143,562		
65066	04 A	468	479	480	480	480	482	482	482	484	496		
65104	06 Refund	90,416	90,683	90,966	90,990	90,990	91,323	91,348	91,348	91,790	91,810		
65215	13 Refi	95,515	95,826	96,125	96,150	96,150	96,502	96,526	96,526	96,993	97,041		
65276	Bond Intrst	69,142	73,379	74,201	74,919	74,919	241,435	250,219	250,461	281,207	507,403		
65281	16 Refi	21,888	22,909	22,403	22,606	22,606	86,540	14,381	14,447	22,902	85,760		
65335	16 B Debt	29,497	31,253	30,954	31,327	31,327	140,620	22,834	22,955	38,529	146,300		

34 Kingsburg Joint Union Elementary
Fiscal Year: 2023
Requested by rcrodriguez

Report Coverpage
Board Report
From 04/01/2023 thru 04/30/2023

05/08/2023
11:55:35 AM

Budget Type:	Approved, Working, Current
Page Breaks:	Fu
Details On:	N/A
Suppress Zeros:	No
Totals Only:	Yes
Account Selections:	All

Board Report

From 04/01/2023 thru 04/30/2023

Fund Summary

Note this summary includes only the account lines that were included on this report

Fu: 0100 General Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Revenues							
Total: 8000 Revenues	\$31,546,010.29	\$45,074,319.09	\$4,784,083.59	\$32,211,456.59	\$0.00	\$12,862,862.50	28.5
Expenditures							
Total: 1000 Certificated	\$11,600,440.08	\$12,204,157.59	\$1,042,686.23	\$9,140,516.86	\$0.00	\$3,063,640.73	25.1
Total: 2000 Classified	4,260,532.39	4,615,885.02	396,013.51	3,693,855.30	0.00	922,029.72	20.0
Total: 3000 Benefits	8,650,502.78	9,072,159.70	643,173.84	6,071,863.70	134,670.25	2,865,625.75	31.6
Total: 1000 - 3000	24,511,475.25	25,892,202.31	2,081,873.58	18,906,235.86	134,670.25	6,851,296.20	26.5
Total: 4000 Books & Supplies	3,268,905.98	8,634,571.57	211,692.45	1,148,380.78	274,567.34	7,211,623.45	83.5
Total: 5000 Services & Other	3,907,737.83	8,254,871.78	480,914.28	3,573,769.52	1,077,015.74	3,604,086.52	43.7
Total: 4000 - 5000	7,176,643.81	16,889,443.35	692,606.73	4,722,150.30	1,351,583.08	10,815,709.97	64.0
Total: 1000 - 5000	31,688,119.06	42,781,645.66	2,774,480.31	23,628,386.16	1,486,253.33	17,667,006.17	41.3
Total: 6000 Capital Outlay	1,200,000.00	2,847,209.16	30,609.94	308,731.20	334,550.99	2,203,926.97	77.4
Total: 7000 Other Outgo/Financing Uses	574,336.05	586,336.05	6,231.00	78,360.89	133,647.00	374,328.16	63.8
Total: 1000 - 7000	33,462,455.11	46,215,190.87	2,811,321.25	24,015,478.25	1,954,451.32	20,245,261.30	43.8
Total: Net Increase/(Decrease) in Fund Balance	(\$1,916,444.82)	(\$1,140,871.78)	\$1,972,762.34	\$8,195,978.34	(\$1,954,451.32)	(\$7,382,398.80)	647.1
Total: Beginning Balance	7,202,323.27	12,433,927.92	0.00	12,433,927.92			
Total: Ending Fund Balance (9790)	\$5,285,878.45	\$11,293,056.14	\$1,972,762.34	\$20,629,906.26			
Components of Ending Fund Balance							
Total: Nonspendable (9710 - 9719)	0.00	0.00	0.00	0.00			
Total: Restricted (9730 - 9749)	0.00	0.00	0.00	0.00			
Total: Committed (9750 - 9769)	0.00	0.00	0.00	0.00			
Total: Assigned (9770 - 9788)	0.00	0.00	0.00	0.00			
Total: UnAssigned (9780 - 9790)	0.00	0.00	0.00	(1,188,536.78)			
Total: Undesignated	5,285,878.45	11,293,056.14	1,972,762.34	21,818,443.04			

Board Report

From 04/01/2023 thru 04/30/2023

Fund Summary

Note this summary includes only the account lines that were included on this report

Fu: 0800 Student Activity Special Revenue Fun

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Revenues							
Total: 8000 Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Expenditures							
Total: 1000 Certificated	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: 2000 Classified	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 3000 Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 3000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 Books & Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 5000 Services & Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 6000 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 7000 Other Outgo/Financing Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 7000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: Net Increase/(Decrease) in Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: Beginning Balance	185,112.14	169,862.74	0.00	169,862.74			
Total: Ending Fund Balance (9790)	\$185,112.14	\$169,862.74	\$0.00	\$169,862.74			
Components of Ending Fund Balance							
Total: Nonspendable (9710 - 9719)	0.00	0.00	0.00	0.00			
Total: Restricted (9730 - 9749)	0.00	0.00	0.00	0.00			
Total: Committed (9750 - 9769)	0.00	0.00	0.00	0.00			
Total: Assigned (9770 - 9788)	0.00	0.00	0.00	0.00			
Total: UnAssigned (9780 - 9790)	0.00	0.00	0.00	0.00			
Total: Undesignated	185,112.14	169,862.74	0.00	169,862.74			

Board Report

From 04/01/2023 thru 04/30/2023

Fund Summary

Note this summary includes only the account lines that were included on this report

Fu: 1200 Child Development Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Revenues							
Total: 8000 Revenues	\$281,784.74	\$289,078.19	\$49.77	\$289,519.49	\$0.00	(\$441.30)	-0.2
Expenditures							
Total: 1000 Certificated	\$80,073.10	\$100,434.61	\$9,914.02	\$78,463.51	\$0.00	\$21,971.10	21.9
Total: 2000 Classified	94,033.86	77,503.21	5,556.39	58,864.20	0.00	18,639.01	24.0
Total: 3000 Benefits	82,251.33	91,497.32	7,846.67	68,158.76	5,376.00	17,962.56	19.6
Total: 1000 - 3000	256,358.29	269,435.14	23,317.08	205,486.47	5,376.00	58,572.67	21.7
Total: 4000 Books & Supplies	84,939.46	135,943.42	3,112.23	11,401.85	516.45	124,025.12	91.2
Total: 5000 Services & Other	6,339.67	1,618.50	1,240.06	2,730.14	286.56	(1,398.20)	-86.4
Total: 4000 - 5000	91,279.13	137,561.92	4,352.29	14,131.99	803.01	122,626.92	89.1
Total: 1000 - 5000	347,637.42	406,997.06	27,669.37	219,618.46	6,179.01	181,199.59	44.5
Total: 6000 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 7000 Other Outgo/Financing Uses	17,415.09	17,415.09	0.00	0.00	0.00	17,415.09	100.0
Total: 1000 - 7000	365,052.51	424,412.15	27,669.37	219,618.46	6,179.01	198,614.68	46.8
Total: Net Increase/(Decrease) in Fund Balance	(\$83,267.77)	(\$135,333.96)	(\$27,619.60)	\$69,901.03	(\$6,179.01)	(\$199,055.98)	147.1
Total: Beginning Balance	83,267.77	135,333.96	0.00	135,333.96			
Total: Ending Fund Balance (9790)	\$0.00	\$0.00	(\$27,619.60)	\$205,234.99			
Components of Ending Fund Balance							
Total: Nonspendable (9710 - 9719)	0.00	0.00	0.00	0.00			
Total: Restricted (9730 - 9749)	0.00	0.00	0.00	0.00			
Total: Committed (9750 - 9769)	0.00	0.00	0.00	0.00			
Total: Assigned (9770 - 9788)	0.00	0.00	0.00	0.00			
Total: UnAssigned (9780 - 9790)	0.00	0.00	0.00	(135,333.96)			
Total: Undesignated	0.00	0.00	(27,619.60)	340,568.95			

Board Report

From 04/01/2023 thru 04/30/2023

Fund Summary

Note this summary includes only the account lines that were included on this report

Fu: 1300 Cafeteria Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Revenues							
Total: 8000 Revenues	\$1,323,907.33	\$1,325,080.95	\$154,320.16	\$873,353.60	\$0.00	\$451,727.35	34.1
Expenditures							
Total: 1000 Certificated	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: 2000 Classified	457,762.95	465,364.63	39,197.26	353,389.12	0.00	111,975.51	24.1
Total: 3000 Benefits	252,399.39	255,937.18	18,203.07	183,453.58	17,973.00	54,510.60	21.3
Total: 1000 - 3000	710,162.34	721,301.81	57,400.33	536,842.70	17,973.00	166,486.11	23.1
Total: 4000 Books & Supplies	444,628.14	588,865.89	63,063.64	464,942.92	126,716.10	(2,793.13)	-0.5
Total: 5000 Services & Other	45,327.47	45,669.47	982.57	29,443.23	7,372.98	8,853.26	19.4
Total: 4000 - 5000	489,955.61	634,535.36	64,046.21	494,386.15	134,089.08	6,060.13	1.0
Total: 1000 - 5000	1,200,117.95	1,355,837.17	121,446.54	1,031,228.85	152,062.08	172,546.24	12.7
Total: 6000 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 7000 Other Outgo/Financing Uses	38,794.86	38,794.86	0.00	0.00	0.00	38,794.86	100.0
Total: 1000 - 7000	1,238,912.81	1,394,632.03	121,446.54	1,031,228.85	152,062.08	211,341.10	15.2
Total: Net Increase/(Decrease) in Fund Balance	\$84,994.52	(\$69,551.08)	\$32,873.62	(\$157,875.25)	(\$152,062.08)	\$240,386.25	-345.6
Total: Beginning Balance	286,016.94	347,866.60	0.00	347,866.60			
Total: Ending Fund Balance (9790)	\$371,011.46	\$278,315.52	\$32,873.62	\$189,991.35			
Components of Ending Fund Balance							
Total: Nonspendable (9710 - 9719)	0.00	0.00	0.00	0.00			
Total: Restricted (9730 - 9749)	0.00	0.00	0.00	0.00			
Total: Committed (9750 - 9769)	0.00	0.00	0.00	0.00			
Total: Assigned (9770 - 9788)	0.00	0.00	0.00	0.00			
Total: UnAssigned (9780 - 9790)	0.00	0.00	0.00	(120,580.88)			
Total: Undesignated	371,011.46	278,315.52	32,873.62	310,572.23			

Board Report

From 04/01/2023 thru 04/30/2023

Fund Summary

Note this summary includes only the account lines that were included on this report

Fu: 1700 Special Reserve Fund for Other Than

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Revenues							
Total: 8000 Revenues	\$7,444.28	\$7,444.28	\$488.24	\$20,067.95	\$0.00	(\$12,623.67)	-169.6
Expenditures							
Total: 1000 Certificated	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: 2000 Classified	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 3000 Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 3000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 Books & Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 5000 Services & Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 6000 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 7000 Other Outgo/Financing Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 7000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: Net Increase/(Decrease) in Fund Balance	\$7,444.28	\$7,444.28	\$488.24	\$20,067.95	\$0.00	(\$12,623.67)	-169.6
Total: Beginning Balance	2,669,931.46	2,691,386.73	0.00	2,691,386.73			
Total: Ending Fund Balance (9790)	\$2,677,375.74	\$2,698,831.01	\$488.24	\$2,711,454.68			
Components of Ending Fund Balance							
Total: Nonspendable (9710 - 9719)	0.00	0.00	0.00	0.00			
Total: Restricted (9730 - 9749)	0.00	0.00	0.00	0.00			
Total: Committed (9750 - 9769)	0.00	0.00	0.00	0.00			
Total: Assigned (9770 - 9788)	0.00	0.00	0.00	0.00			
Total: UnAssigned (9780 - 9790)	0.00	0.00	0.00	7,444.28			
Total: Undesignated	2,677,375.74	2,698,831.01	488.24	2,704,010.40			

Board Report

From 04/01/2023 thru 04/30/2023

Fund Summary

Note this summary includes only the account lines that were included on this report

Fu: 2104 Building Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Revenues							
Total: 8000 Revenues	\$0.00	\$0.00	\$1.41	\$57.90	\$0.00	(\$57.90)	0.0
Expenditures							
Total: 1000 Certificated	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: 2000 Classified	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 3000 Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 3000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 Books & Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 5000 Services & Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 6000 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 7000 Other Outgo/Financing Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 7000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: Net Increase/(Decrease) in Fund Balance	\$0.00	\$0.00	\$1.41	\$57.90	\$0.00	(\$57.90)	0.0
Total: Beginning Balance	6,168.07	6,251.40	0.00	6,251.40			
Total: Ending Fund Balance (9790)	\$6,168.07	\$6,251.40	\$1.41	\$6,309.30			
Components of Ending Fund Balance							
Total: Nonspendable (9710 - 9719)	0.00	0.00	0.00	0.00			
Total: Restricted (9730 - 9749)	0.00	0.00	0.00	0.00			
Total: Committed (9750 - 9769)	0.00	0.00	0.00	0.00			
Total: Assigned (9770 - 9788)	0.00	0.00	0.00	0.00			
Total: UnAssigned (9780 - 9790)	0.00	0.00	0.00	0.00			
Total: Undesignated	6,168.07	6,251.40	1.41	6,309.30			

Board Report

From 04/01/2023 thru 04/30/2023

Fund Summary

Note this summary includes only the account lines that were included on this report

Fu: 2500 Capital Facilities Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Revenues							
Total: 8000 Revenues	\$560,433.70	\$560,433.70	(\$11,175.28)	\$231,982.98	\$0.00	\$328,450.72	58.6
Expenditures							
Total: 1000 Certificated	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: 2000 Classified	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 3000 Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 3000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 Books & Supplies	5,178.01	5,178.01	0.00	0.00	0.00	5,178.01	100.0
Total: 5000 Services & Other	3,850.00	303,850.00	0.00	3,850.00	20,615.00	279,385.00	91.9
Total: 4000 - 5000	9,028.01	309,028.01	0.00	3,850.00	20,615.00	284,563.01	92.1
Total: 1000 - 5000	9,028.01	309,028.01	0.00	3,850.00	20,615.00	284,563.01	92.1
Total: 6000 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 7000 Other Outgo/Financing Uses	337,000.00	337,000.00	0.00	204,446.78	0.00	132,553.22	39.3
Total: 1000 - 7000	346,028.01	646,028.01	0.00	208,296.78	20,615.00	417,116.23	64.6
Total: Net Increase/(Decrease) in Fund Balance	\$214,405.69	(\$85,594.31)	(\$11,175.28)	\$23,686.20	(\$20,615.00)	(\$88,665.51)	103.6
Total: Beginning Balance	297,942.47	1,119,887.30	0.00	1,119,887.30			
Total: Ending Fund Balance (9790)	\$512,348.16	\$1,034,292.99	(\$11,175.28)	\$1,143,573.50			
Components of Ending Fund Balance							
Total: Nonspendable (9710 - 9719)	0.00	0.00	0.00	0.00			
Total: Restricted (9730 - 9749)	0.00	0.00	0.00	0.00			
Total: Committed (9750 - 9769)	0.00	0.00	0.00	0.00			
Total: Assigned (9770 - 9788)	0.00	0.00	0.00	0.00			
Total: UnAssigned (9780 - 9790)	0.00	0.00	0.00	214,405.69			
Total: Undesignated	512,348.16	1,034,292.99	(11,175.28)	929,167.81			

Board Report

From 04/01/2023 thru 04/30/2023

Fund Summary

Note this summary includes only the account lines that were included on this report

Fu: 5100 Bond Interest and Redemption Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Revenues							
Total: 8000 Revenues	\$55.00	\$55.00	\$0.00	\$0.00	\$0.00	\$55.00	100.0
Expenditures							
Total: 1000 Certificated	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: 2000 Classified	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 3000 Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 3000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 Books & Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 5000 Services & Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 6000 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 7000 Other Outgo/Financing Uses	55.00	55.00	0.00	0.00	0.00	55.00	100.0
Total: 1000 - 7000	55.00	55.00	0.00	0.00	0.00	55.00	100.0
Total: Net Increase/(Decrease) in Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: Beginning Balance	260,716.82	0.00	0.00	0.00			
Total: Ending Fund Balance (9790)	\$260,716.82	\$0.00	\$0.00	\$0.00			
Components of Ending Fund Balance							
Total: Nonspendable (9710 - 9719)	0.00	0.00	0.00	0.00			
Total: Restricted (9730 - 9749)	0.00	0.00	0.00	0.00			
Total: Committed (9750 - 9769)	0.00	0.00	0.00	0.00			
Total: Assigned (9770 - 9788)	0.00	0.00	0.00	0.00			
Total: UnAssigned (9780 - 9790)	0.00	0.00	0.00	0.00			
Total: Undesignated	260,716.82	0.00	0.00	0.00			

Board Report

From 04/01/2023 thru 04/30/2023

Fund Summary

Note this summary includes only the account lines that were included on this report

Fu: 5101 Bond Interest and Redemption Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Revenues							
Total: 8000 Revenues	\$225,500.00	\$225,500.00	\$10.94	\$25.98	\$0.00	\$225,474.02	100.0
Expenditures							
Total: 1000 Certificated	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: 2000 Classified	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 3000 Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 3000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 Books & Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 5000 Services & Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 6000 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 7000 Other Outgo/Financing Uses	225,500.00	225,500.00	0.00	0.00	0.00	225,500.00	100.0
Total: 1000 - 7000	225,500.00	225,500.00	0.00	0.00	0.00	225,500.00	100.0
Total: Net Increase/(Decrease) in Fund Balance	\$0.00	\$0.00	\$10.94	\$25.98	\$0.00	(\$25.98)	0.0
Total: Beginning Balance	0.00	469.41	0.00	469.41			
Total: Ending Fund Balance (9790)	\$0.00	\$469.41	\$10.94	\$495.39			
Components of Ending Fund Balance							
Total: Nonspendable (9710 - 9719)	0.00	0.00	0.00	0.00			
Total: Restricted (9730 - 9749)	0.00	0.00	0.00	0.00			
Total: Committed (9750 - 9769)	0.00	0.00	0.00	0.00			
Total: Assigned (9770 - 9788)	0.00	0.00	0.00	0.00			
Total: UnAssigned (9780 - 9790)	0.00	0.00	0.00	0.00			
Total: Undesignated	0.00	469.41	10.94	495.39			

Board Report

From 04/01/2023 thru 04/30/2023

Fund Summary

Note this summary includes only the account lines that were included on this report

Fu: 5102 Bond Interest and Redemption Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Revenues							
Total: 8000 Revenues	\$1,100.00	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00	100.0
Expenditures							
Total: 1000 Certificated	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: 2000 Classified	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 3000 Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 3000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 Books & Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 5000 Services & Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 6000 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 7000 Other Outgo/Financing Uses	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	100.0
Total: 1000 - 7000	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	100.0
Total: Net Increase/(Decrease) in Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: Beginning Balance	0.00	0.00	0.00	0.00			
Total: Ending Fund Balance (9790)	\$0.00	\$0.00	\$0.00	\$0.00			
Components of Ending Fund Balance							
Total: Nonspendable (9710 - 9719)	0.00	0.00	0.00	0.00			
Total: Restricted (9730 - 9749)	0.00	0.00	0.00	0.00			
Total: Committed (9750 - 9769)	0.00	0.00	0.00	0.00			
Total: Assigned (9770 - 9788)	0.00	0.00	0.00	0.00			
Total: UnAssigned (9780 - 9790)	0.00	0.00	0.00	0.00			
Total: Undesignated	0.00	0.00	0.00	0.00			

Board Report

From 04/01/2023 thru 04/30/2023

Fund Summary

Note this summary includes only the account lines that were included on this report

Fu: 5103 Bond Interest and Redemption Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Revenues							
Total: 8000 Revenues	\$285,400.00	\$285,400.00	\$20.49	\$844.47	\$0.00	\$284,555.53	99.7
Expenditures							
Total: 1000 Certificated	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: 2000 Classified	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 3000 Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 3000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 Books & Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 5000 Services & Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 6000 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 7000 Other Outgo/Financing Uses	285,400.00	285,400.00	0.00	0.00	0.00	285,400.00	100.0
Total: 1000 - 7000	285,400.00	285,400.00	0.00	0.00	0.00	285,400.00	100.0
Total: Net Increase/(Decrease) in Fund Balance	\$0.00	\$0.00	\$20.49	\$844.47	\$0.00	(\$844.47)	0.0
Total: Beginning Balance	0.00	90,965.80	0.00	90,965.80			
Total: Ending Fund Balance (9790)	\$0.00	\$90,965.80	\$20.49	\$91,810.27			
Components of Ending Fund Balance							
Total: Nonspendable (9710 - 9719)	0.00	0.00	0.00	0.00			
Total: Restricted (9730 - 9749)	0.00	0.00	0.00	0.00			
Total: Committed (9750 - 9769)	0.00	0.00	0.00	0.00			
Total: Assigned (9770 - 9788)	0.00	0.00	0.00	0.00			
Total: UnAssigned (9780 - 9790)	0.00	0.00	0.00	0.00			
Total: Undesignated	0.00	90,965.80	20.49	91,810.27			

Board Report

From 04/01/2023 thru 04/30/2023

Fund Summary

Note this summary includes only the account lines that were included on this report

Fu: 5104 Bond Interest and Redemption Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Revenues							
Total: 8000 Revenues	\$8,300.00	\$8,300.00	\$48.43	\$946.57	\$0.00	\$7,353.43	88.6
Expenditures							
Total: 1000 Certificated	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: 2000 Classified	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 3000 Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 3000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 Books & Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 5000 Services & Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 6000 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 7000 Other Outgo/Financing Uses	8,300.00	8,300.00	0.00	0.00	0.00	8,300.00	100.0
Total: 1000 - 7000	8,300.00	8,300.00	0.00	0.00	0.00	8,300.00	100.0
Total: Net Increase/(Decrease) in Fund Balance	\$0.00	\$0.00	\$48.43	\$946.57	\$0.00	(\$946.57)	0.0
Total: Beginning Balance	0.00	96,094.87	0.00	96,094.87			
Total: Ending Fund Balance (9790)	\$0.00	\$96,094.87	\$48.43	\$97,041.44			
Components of Ending Fund Balance							
Total: Nonspendable (9710 - 9719)	0.00	0.00	0.00	0.00			
Total: Restricted (9730 - 9749)	0.00	0.00	0.00	0.00			
Total: Committed (9750 - 9769)	0.00	0.00	0.00	0.00			
Total: Assigned (9770 - 9788)	0.00	0.00	0.00	0.00			
Total: UnAssigned (9780 - 9790)	0.00	0.00	0.00	0.00			
Total: Undesignated	0.00	96,094.87	48.43	97,041.44			

Board Report

From 04/01/2023 thru 04/30/2023

Fund Summary

Note this summary includes only the account lines that were included on this report

Fu: 5106 Bond Interest and Redemption Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Revenues							
Total: 8000 Revenues	\$100,142.62	\$100,142.62	\$226,196.86	\$504,156.48	\$0.00	(\$404,013.86)	-403.4
Expenditures							
Total: 1000 Certificated	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: 2000 Classified	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 3000 Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 3000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 Books & Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 5000 Services & Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 6000 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 7000 Other Outgo/Financing Uses	100,142.62	100,197.62	0.00	63,206.89	0.00	36,990.73	36.9
Total: 1000 - 7000	100,142.62	100,197.62	0.00	63,206.89	0.00	36,990.73	36.9
Total: Net Increase/(Decrease) in Fund Balance	\$0.00	(\$55.00)	\$226,196.86	\$440,949.59	\$0.00	(\$441,004.59)	801,826.5
Total: Beginning Balance	0.00	66,453.79	0.00	66,453.79			
Total: Ending Fund Balance (9790)	\$0.00	\$66,398.79	\$226,196.86	\$507,403.38			
Components of Ending Fund Balance							
Total: Nonspendable (9710 - 9719)	0.00	0.00	0.00	0.00			
Total: Restricted (9730 - 9749)	0.00	0.00	0.00	0.00			
Total: Committed (9750 - 9769)	0.00	0.00	0.00	0.00			
Total: Assigned (9770 - 9788)	0.00	0.00	0.00	0.00			
Total: UnAssigned (9780 - 9790)	0.00	0.00	0.00	0.00			
Total: Undesignated	0.00	66,398.79	226,196.86	507,403.38			

Board Report

From 04/01/2023 thru 04/30/2023

Fund Summary

Note this summary includes only the account lines that were included on this report

Fu: 5107 Bond Interest and Redemption Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Revenues							
Total: 8000 Revenues	\$323,500.00	\$323,500.00	\$62,857.77	\$140,230.04	\$0.00	\$183,269.96	56.7
Expenditures							
Total: 1000 Certificated	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: 2000 Classified	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 3000 Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 3000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 Books & Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 5000 Services & Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 6000 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 7000 Other Outgo/Financing Uses	398,062.71	398,062.71	0.00	149,950.79	0.00	248,111.92	62.3
Total: 1000 - 7000	398,062.71	398,062.71	0.00	149,950.79	0.00	248,111.92	62.3
Total: Net Increase/(Decrease) in Fund Balance	(\$74,562.71)	(\$74,562.71)	\$62,857.77	(\$9,720.75)	\$0.00	(\$64,841.96)	87.0
Total: Beginning Balance	0.00	95,480.35	0.00	95,480.35			
Total: Ending Fund Balance (9790)	(\$74,562.71)	\$20,917.64	\$62,857.77	\$85,759.60			
Components of Ending Fund Balance							
Total: Nonspendable (9710 - 9719)	0.00	0.00	0.00	0.00			
Total: Restricted (9730 - 9749)	0.00	0.00	0.00	0.00			
Total: Committed (9750 - 9769)	0.00	0.00	0.00	0.00			
Total: Assigned (9770 - 9788)	0.00	0.00	0.00	0.00			
Total: UnAssigned (9780 - 9790)	0.00	0.00	0.00	(74,562.71)			
Total: Undesignated	(74,562.71)	20,917.64	62,857.77	160,322.31			

Board Report

From 04/01/2023 thru 04/30/2023

Fund Summary

Note this summary includes only the account lines that were included on this report

Fu: 5108 Bond Interest and Redemption Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Revenues							
Total: 8000 Revenues	\$503,455.36	\$503,455.36	\$107,771.87	\$241,289.93	\$0.00	\$262,165.43	52.1
Expenditures							
Total: 1000 Certificated	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Total: 2000 Classified	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 3000 Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 3000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 Books & Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 5000 Services & Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 4000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 1000 - 5000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 6000 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total: 7000 Other Outgo/Financing Uses	625,618.07	625,618.07	0.00	250,075.67	0.00	375,542.40	60.0
Total: 1000 - 7000	625,618.07	625,618.07	0.00	250,075.67	0.00	375,542.40	60.0
Total: Net Increase/(Decrease) in Fund Balance	(\$122,162.71)	(\$122,162.71)	\$107,771.87	(\$8,785.74)	\$0.00	(\$113,376.97)	92.8
Total: Beginning Balance	0.00	155,086.15	0.00	155,086.15			
Total: Ending Fund Balance (9790)	(\$122,162.71)	\$32,923.44	\$107,771.87	\$146,300.41			
Components of Ending Fund Balance							
Total: Nonspendable (9710 - 9719)	0.00	0.00	0.00	0.00			
Total: Restricted (9730 - 9749)	0.00	0.00	0.00	0.00			
Total: Committed (9750 - 9769)	0.00	0.00	0.00	0.00			
Total: Assigned (9770 - 9788)	0.00	0.00	0.00	0.00			
Total: UnAssigned (9780 - 9790)	0.00	0.00	0.00	(625,618.07)			
Total: Undesignated	(122,162.71)	32,923.44	107,771.87	771,918.48			

Paid Date(s) From: 4/12/2023 To: 5/8/2023

0100-General Fund

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
3783-A&E Industrial Cleaning Equipm	512540013	PO-231421	Maintenance, Custodial- Power jet h	0100-67620-0-0000-8110-640000-000	5,993.63
Warrant Total:					5,993.63
Vendor Total:					5,993.63
16-Ace Trophy Shop	512538693	PO-231416	Board Member Recognition- Shane	0100-00000-0-0000-7100-580000-000	70.18
Warrant Total:					70.18
Vendor Total:					70.18
33-Amazon.com LLC	512533642	PO-231143	Bouncyband Wiggle Wobble Chair	0100-65000-0-5760-1120-430000-000	7.80
		PO-231257	Juvale 12 Pack Lined Double Side	0100-63000-0-1110-1000-430000-085	362.40
Warrant Total:					370.20
	512534965	CM-230085	Amazon.com LLC	0100-09000-0-1110-1000-430000-082	(8.71)
		CM-230084	Amazon.com LLC	0100-63000-0-1110-1000-430000-085	(144.60)
		CM-230082	Amazon.com LLC	0100-00000-0-1110-1000-430000-082	(49.02)
		CM-230083	Amazon.com LLC	0100-63000-0-1110-1000-430000-085	(43.56)
		CM-230086	Iryd-mxtt-1dx	0100-07140-0-1110-1000-430000-085	(13.07)
		PO-231328	Umineux clear plastic tablecloth p	0100-11000-0-1110-1000-430000-080	62.72
		PO-231329	UMINEUX clear plastic tablecloth p	0100-11000-0-1110-1000-430000-080	18.51
		PO-231333	52 pack party favors	0100-00000-0-1110-1000-430000-082	389.70
		PO-231171	20 pc bracelet	0100-11000-0-1110-1000-430000-070	446.75
		PO-231189	The Night Diary	0100-09000-0-1110-1000-430000-090	88.20
		PO-231229	Fishat Metal Rolling Laundry Hampe	0100-11000-0-1110-1000-430000-090	57.76
		PO-231313	Koss KPH7 Lightweight Portable	0100-65370-0-5760-1120-430000-000	67.41
		CM-230087	1P6J-16GW-7LY3	0100-07140-0-1110-1000-430000-085	(26.14)
		CM-230088	IRDV-MG9Q-CW1R	0100-65460-0-5760-3120-430000-000	(26.10)
		CM-230089	1967-34J6-CQX4	0100-65370-0-5760-1120-430000-000	(27.78)
		PO-231332	Crystal clear spool 100yd	0100-09000-0-1110-1000-430000-060	348.74
		PO-230972	McGraw Hill My Math Grade 1 V	0100-09000-0-1110-1000-430000-082	43.55
		PO-231332	Crystal clear spool 100yd	0100-09000-0-1110-1000-430000-060	3,861.03
Warrant Total:					5,045.39
	512537750	PO-231335	Super Z Outlet Plastic Black Vintag	0100-07140-0-1110-1000-430000-090	225.17
		PO-231231	Camera for Watch Dogs Wall/Hall o	0100-09000-0-0000-8300-430000-070	107.87
		PO-230956	Eureka lemon scented scratch and s	0100-09000-0-1164-1000-430000-080	29.85
		CM-230091	Amazon.com LLC	0100-09000-0-1164-1000-430000-080	(99.08)
		PO-231410	Maintenance- Tempo Communicatio	0100-81500-0-0000-8110-430000-000	199.41
		PO-230956	Eureka lemon scented scratch and s	0100-09000-0-1164-1000-430000-080	642.63
Warrant Total:					1,105.85
	512538694	PO-231188	Great Battles for Boys: WW2 Paci	0100-09000-0-1110-2420-420000-090	376.22

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0100-General Fund

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
	512538694	PO-231333	52 pack party favors	0100-00000-0-1110-1000-430000-082	49.02
		PO-231120	100pc Wooden train set	0100-60530-0-1110-1000-430000-000	100.24
		PO-231330	40 Pc Smiley Stickers Intervention C	0100-09000-0-1110-1000-430000-070	3,315.05
		PO-231335	Super Z Outlet Plastic Black Vintag	0100-07140-0-1110-1000-430000-090	13.07
		PV-230131	1WL7-DT4K-13NJ	0100-65370-0-5760-1120-430000-000	14.14
		PV-230132	193M-J6W4-1JXW	0100-65370-0-5760-1120-430000-000	8.16
		CM-230093	Amazon.com LLC	0100-09000-0-1110-1000-430000-082	(8.71)
		PO-231223	Safety Goggles, 5PCS Adjustable W	0100-09000-0-1110-1000-430000-090	640.65
		PO-231228	300 Pcs Science Stickers Pack	0100-09000-0-1110-1000-430000-090	53.89
		PO-231315	Shark Bite -- Roll the Die and Fish f	0100-33080-0-5760-1120-430000-000	230.28
		PO-231330	40 Pc Smiley Stickers Intervention C	0100-09000-0-1110-1000-430000-070	51.80
		PO-231222	Sackorange 18 PCS 10-Inch NO-Ho	0100-09000-0-1110-1000-430000-090	1,857.39
				Warrant Total:	6,701.20
	512540014	PO-231334	Tru-Ray Construction paper white, 9	0100-11000-0-1110-1000-430000-080	126.28
		PO-231432	Roosevelt- Replacement light for m	0100-81500-0-0000-8110-430000-000	68.11
		PO-231437	Mifflin-USA Horizontal ID Name B	0100-32160-0-1172-1000-430000-000	821.42
		PO-231228	300 Pcs Science Stickers Pack	0100-09000-0-1110-1000-430000-090	7.62
		PO-231334	Tru-Ray Construction paper white, 9	0100-11000-0-1110-1000-430000-080	27.27
		PV-230133	PO231209	0100-11000-0-1110-1000-440000-085	575.34
		CM-230094	PO231209	0100-11000-0-1110-1000-440000-085	(613.62)
				Warrant Total:	1,012.42
				Vendor Total:	14,235.06
2658-American Fidelity	512533643	PO-231404	Employer Reporting Svc-Final	0100-00000-0-0000-7300-580000-000	580.65
				Warrant Total:	580.65
				Vendor Total:	580.65
3681-Ampanan Flooring Inc	512538695	PO-230772	Washington Kitchen and Storage F	0100-70280-0-0000-3700-640000-270	9,805.00
		PO-230772	Washington Kitchen and Storage F	0100-70280-0-0000-3700-640000-270	2,755.70
		PO-230772	Washington Kitchen and Storage F	0100-70290-0-0000-3700-640000-270	4,924.30
				Warrant Total:	17,485.00
				Vendor Total:	17,485.00
3750-Ancora Publishing and Safe & C	512534966	PO-231061	ITEM 050-4 TEACHERS ENCYCL	0100-65370-0-5760-1120-430000-000	318.88
				Warrant Total:	318.88
				Vendor Total:	318.88
3641-AT&T	512533644	PO-230709	Ethernet Network Services July 1, 2	0100-00000-0-0000-7200-590008-000	533.36
		PO-230709	Ethernet Network Services July 1, 2	0100-00000-0-0000-7200-590008-000	533.36

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Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
	512533644	PO-230709	Ethernet Network Services July 1, 2	0100-00000-0-0000-7200-590008-000	533.36
		PO-230709	Ethernet Network Services July 1, 2	0100-00000-0-0000-7200-590008-000	533.36
		PO-230709	Ethernet Network Services July 1, 2	0100-00000-0-0000-7200-590008-000	533.36
		PO-230709	Ethernet Network Services July 1, 2	0100-00000-0-0000-7200-590008-000	533.36
				Warrant Total:	3,200.16
				Vendor Total:	3,200.16
1794-AT&T Global Services	512533645	PO-230010	Monthly Charges/CVHS Site July	0100-00000-0-0000-2700-590004-082	178.64
		PO-230009	Monthly Charges for District	0100-00000-0-0000-8200-590004-000	1,535.12
		PO-230011	HSI BUS Elite-S Service July 1,	0100-00000-0-1110-1000-590008-082	232.98
				Warrant Total:	1,946.74
				Vendor Total:	1,946.74
3451-AXA Equitable Life Insurance C	512535985	PO-230002	Employee Life Insurance Benefit P	0100-00000-0-0000-0000-951400-000	655.27
				Warrant Total:	655.27
				Vendor Total:	655.27
3706-Banner Pest Control Inc	512535988	PO-230566	District Wide Pest Control Services	0100-81500-0-0000-8110-580000-000	130.00
		PO-230566	District Wide Pest Control Services	0100-81500-0-0000-8110-580000-000	130.00
		PO-230566	District Wide Pest Control Services	0100-81500-0-0000-8110-580000-000	130.00
		PO-230566	District Wide Pest Control Services	0100-81500-0-0000-8110-580000-000	130.00
		PO-230566	District Wide Pest Control Services	0100-81500-0-0000-8110-580000-000	130.00
				Warrant Total:	650.00
	512540016	PO-230566	District Wide Pest Control Services	0100-81500-0-0000-8110-580000-000	130.00
		PO-230566	District Wide Pest Control Services	0100-81500-0-0000-8110-580000-000	130.00
		PO-230566	District Wide Pest Control Services	0100-81500-0-0000-8110-580000-000	130.00
		PO-230566	District Wide Pest Control Services	0100-81500-0-0000-8110-580000-000	130.00
		PO-230566	District Wide Pest Control Services	0100-81500-0-0000-8110-580000-000	130.00
				Warrant Total:	650.00
				Vendor Total:	1,300.00
3778-Brooks, Emmett	512533646	PV-230123	ReimbFingerPrint	0100-00000-0-0000-7300-580015-000	69.00
				Warrant Total:	69.00
				Vendor Total:	69.00
803-California Dept of Justice	512533647	PO-230021	Fingerprint Charges July 1, 2022 th	0100-00000-0-0000-7300-580015-000	49.00
				Warrant Total:	49.00
				Vendor Total:	49.00

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Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
3050-California Teaching Fellows	512537751	PO-230485	5 Teaching Fellows starting 08/09/	0100-74220-0-1110-1000-580000-000	8,743.37
		PO-231101	Teaching Fellows	0100-30100-0-1110-1000-580000-082	1,686.30
		PO-230184	Teaching Fellows - Reagan - After	0100-26000-0-1110-1000-580000-000	23,333.06
	Warrant Total:				33,762.73
	512540017	PO-231438	Afterschool Program (ELOC) :	0100-26000-0-1110-1000-580000-000	16,437.98
		PO-231438	Afterschool Program (ELOC) :	0100-26000-0-1110-1000-580000-000	15,163.00
		PO-231438	Afterschool Program (ELOC) :	0100-26000-0-1110-1000-580000-000	20,423.51
		PO-231438	Afterschool Program (ELOC) :	0100-26000-0-1110-1000-580000-000	17,999.50
		PO-231438	Afterschool Program (ELOC) :	0100-26000-0-1110-1000-580000-000	10,885.56
	Warrant Total:				80,909.55
	Vendor Total:				114,672.28
3231-California Trophy	512540018	PO-231442	round black lighted acrylic base wi	0100-11000-0-0000-7300-580000-000	1,624.71
		Warrant Total:			1,624.71
		Vendor Total:			1,624.71
2671-Canon Financial Services Inc	512534967	PO-230440	Monthly Payment-Canon	0100-11000-0-1110-1000-560000-085	1,234.58
		PO-230440	Monthly Payment-Canon	0100-11000-0-1110-1000-560000-070	1,355.66
		PO-230440	Monthly Payment-Canon	0100-11000-0-1110-1000-560000-080	1,238.02
		PO-230440	Monthly Payment-Canon	0100-11000-0-1110-1000-560000-060	1,165.84
		PV-230128	30366079	0100-00000-0-0000-7300-560000-000	111.07
		PO-230440	Monthly Payment-Canon	0100-65000-0-5760-1120-560000-000	219.31
		PO-230440	Monthly Payment-Canon	0100-81500-0-0000-8110-560000-000	185.71
		PO-230440	Monthly Payment-Canon	0100-00000-0-1110-1000-560000-082	791.96
		PO-230440	Monthly Payment-Canon	0100-11000-0-1110-1000-560000-090	1,199.55
	Warrant Total:				7,501.70
	Vendor Total:				7,501.70
3596-Capital One N.A.	512540019	PO-231090	not to exceed 400\$ for bottled wate	0100-09000-0-1164-1000-430000-060	16.23
		PO-231008	not to exceed 500\$ for seeds, soil, a	0100-09000-0-1110-1000-430000-060	297.61
		PO-231008	not to exceed 500\$ for seeds, soil, a	0100-09000-0-1110-1000-430000-060	28.81
		PO-231158	Alpha cookies	0100-09000-0-1164-1000-430000-080	31.04
		PO-231158	Alpha cookies	0100-09000-0-1164-1000-430000-080	42.68
		PO-231008	not to exceed 500\$ for seeds, soil, a	0100-09000-0-1110-1000-430000-060	116.55
		PO-231008	not to exceed 500\$ for seeds, soil, a	0100-09000-0-1110-1000-430000-060	27.68
		PO-231008	not to exceed 500\$ for seeds, soil, a	0100-09000-0-1110-1000-430000-060	36.73
		PO-231090	not to exceed 400\$ for bottled wate	0100-09000-0-1164-1000-430000-060	251.19
		PO-231090	not to exceed 400\$ for bottled wate	0100-09000-0-1164-1000-430000-060	39.38
		PO-231090	not to exceed 400\$ for bottled wate	0100-09000-0-1164-1000-430000-060	87.25

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0100-General Fund

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
					Warrant Total: 975.15
					Vendor Total: 975.15
3146-Capstone	512534970	PO-230976	Airplanes	0100-09000-0-1110-2420-420000-060	51.20
		PO-231280	PebbleGo Next: State & American	0100-32160-0-1110-1000-580000-085	3,032.40
					Warrant Total: 3,083.60
					Vendor Total: 3,083.60
149-CDW Government LLC	512533648	PO-231207	Gumdrop DropTech USB	0100-32160-0-1110-1000-430000-080	5,418.78
		PO-231261	THUNDERBOLT DYNABOK	0100-00000-0-0000-3140-440000-000	359.67
					Warrant Total: 5,778.45
	512538696	PO-231177	HP LaserJet Pro 4001dn Black &	0100-09000-0-1110-1000-430000-085	7,190.85
					Warrant Total: 7,190.85
	512540020	PO-231163	Toshiba Dynabook Thunderbolt 4 D	0100-26000-0-1110-2420-430000-000	359.67
		PO-231346	HP LaserJet Pro MFP 4101fdn Bla	0100-33050-0-5760-1120-440000-000	583.93
		PO-231425	6395102 Bretford cube for 36 Tabl	0100-26000-0-1110-2420-440000-000	750.00
					Warrant Total: 1,693.60
					Vendor Total: 14,662.90
3781-Cendejas, Gabriela	512533649	PV-230124	ReimbFingerPrint	0100-00000-0-0000-7300-580015-000	69.00
					Warrant Total: 69.00
					Vendor Total: 69.00
162-Childs & Co Inc	512534971	PO-230965	EL/Extended Learning Directors	0100-26000-0-0000-8500-640000-268	3,799.60
					Warrant Total: 3,799.60
	512535989	PO-231409	CVHS/Island School- Invoice	0100-81500-0-0000-8110-430000-000	108.35
		PO-231411	Lincoln, Roosevelt- Invoice	0100-81500-0-0000-8110-430000-000	1,364.99
					Warrant Total: 1,473.34
					Vendor Total: 5,272.94
166-City of Kingsburg	512533650	PV-230119	Waste Charges	0100-67620-0-0000-8200-550008-000	8,241.20
		PO-230019	Monthly District Garbage Fees	0100-00000-0-0000-8200-550009-000	471.52
					Warrant Total: 8,712.72
	512540021	PO-230938	After School Programming: City o	0100-26000-0-1110-1000-580000-000	31,744.49
					Warrant Total: 31,744.49
					Vendor Total: 40,457.21
2320-Comcast Corporation	512540022	PO-230023	Monthly Charges for CVHS Telep	0100-00000-0-0000-8200-590004-000	576.04

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Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
					Warrant Total: 576.04
3726-Comcast Corporation	512540023	PO-230481	Internet Services at the Roosevelt S	0100-00000-0-0000-7200-590008-000	406.64
					Warrant Total: 406.64
					Vendor Total: 982.68
3067-Darden Architects Inc	512540024	PO-230909	Architectural Services: Kingsburg E	0100-00000-0-0000-8500-620019-267	5,552.66
		PO-230909	Architectural Services: Kingsburg E	0100-00000-0-0000-8500-620019-266	5,552.67
		PO-230909	Architectural Services: Kingsburg E	0100-00000-0-0000-8500-620019-265	5,552.67
					Warrant Total: 16,658.00
					Vendor Total: 16,658.00
217-Dell Marketing LP	512534972	PO-231262	DELL 24 MONITOR-P2422H	0100-00000-0-0000-3140-440000-000	563.17
		PO-231264	DELL 24 MONITOR P2422H	0100-90130-0-1110-1000-440000-000	303.75
					Warrant Total: 866.92
	512540025	PO-231162	Dell 24 Monitor - P2422H	0100-26000-0-1110-2420-430000-000	542.53
					Warrant Total: 542.53
					Vendor Total: 1,409.45
2130-Delta Vector Control District	512533651	PO-231405	Property Owner Approved Assessm	0100-81500-0-0000-8110-580000-000	62.50
					Warrant Total: 62.50
					Vendor Total: 62.50
218-Demco Inc	512534973	PO-230877	Demco Dewey Text-Only Booksh	0100-09000-0-1110-2420-420000-082	1,792.39
					Warrant Total: 1,792.39
					Vendor Total: 1,792.39
298-EDCARE GROUP, THE	512535991	PO-230001	Insurance Premiums July 1, 2022 t	0100-00000-0-0000-7600-370100-000	52,496.50
		PO-230001	Insurance Premiums July 1, 2022 t	0100-00000-0-0000-7600-370200-000	17,596.00
		PO-230001	Insurance Premiums July 1, 2022 t	0100-00000-0-0000-7110-370200-000	6,473.00
		PO-230001	Insurance Premiums July 1, 2022 t	0100-00000-0-0000-0000-951400-000	264,506.54
					Warrant Total: 341,072.04
					Vendor Total: 341,072.04
2587-EMCOR Service - Mesa Energy Sy	512540027	PO-230089	Annual one-time coil cleaning to i	0100-81500-0-0000-8110-580000-000	13,953.00
		PO-230721	Rafer Library/Office- AC Split Sys	0100-26000-0-0000-8110-640000-271	19,509.27
		PO-230771	Bus Terminal Office and Restroom	0100-67620-0-0000-8110-640000-000	18,680.00
					Warrant Total: 52,142.27
					Vendor Total: 52,142.27
3565-Emmersen, Charlienne	512540028	PO-230252	Mileage Reimbursement for	0100-00000-0-1110-1000-580000-082	26.20

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Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount				
Warrant Total:					26.20				
Vendor Total:					26.20				
2453-Enterprise Rent-A-Car Company	512540029	PO-230903	Premium SUV Rental Vehicles for	0100-09000-0-1110-1000-520000-000	742.07				
		PO-230903	Premium SUV Rental Vehicles for	0100-09000-0-1110-1000-520000-000	742.07				
		PO-231290	CAR RENTAL DATES:	0100-90130-0-1110-1000-520000-000	326.83				
		Warrant Total:				1,810.97			
		Vendor Total:				1,810.97			
2331-Ferguson Enterprises Inc	512537752	PO-230097	Maintenance Supplies purchased	0100-81500-0-0000-8110-430000-000	331.89				
					Warrant Total:				331.89
					Vendor Total:				331.89
3769-Flashlight Learning	512535994	PO-231150	Flashlight360 - Annual Student	0100-42030-0-1110-1000-580000-000	12,950.00				
		PO-231151	Professional development Virtual	0100-42030-0-1110-1000-580000-000	1,500.00				
		Warrant Total:				14,450.00			
		Vendor Total:				14,450.00			
309-Follett Educational Services	512533652	PO-231154	The 47 people you'll meet	0100-09000-0-1110-1000-430000-090	671.73				
					Warrant Total:				671.73
	512540030	PO-231018	#1753GZ5 As cool as it gets by Jo	0100-09000-0-1110-2420-420000-080	774.21				
		PO-231018	#1753GZ5 As cool as it gets by Jo	0100-09000-0-1110-2420-420000-080	1,199.69				
		PO-231017	1978YZ8 Earth: at first look	0100-09000-0-1110-2420-420000-080	198.83				
		PO-231200	1612QF1 Red riding hood Oextra, C	0100-09000-0-1110-2420-420000-070	679.54				
		PO-231181	1601GK8 The candy caper	0100-09000-0-1110-2420-420000-070	653.01				
		PO-231201	1157QY8 Elbow Grease. Get out a	0100-09000-0-1110-2420-420000-070	684.90				
		PO-231202	1291YW8 Aaron Judge Morey, All	0100-09000-0-1110-2420-420000-070	775.68				
		PO-231202	1291YW8 Aaron Judge Morey, All	0100-09000-0-1110-2420-420000-070	701.42				
		PO-231203	1727TP7 10 spooky pumpkins Gri	0100-09000-0-1110-2420-420000-070	76.03				
		PO-231203	1727TP7 10 spooky pumpkins Gri	0100-09000-0-1110-2420-420000-070	915.23				
		PO-231237	The 47 people you'll meet	0100-09000-0-1110-2420-420000-090	1,707.55				
		PO-231197	1646QQ3 Mr. Lemoncello and the	0100-09000-0-1110-2420-420000-070	607.94				
		PO-231198	1126JP0 Trojan horsepower Hoena	0100-09000-0-1110-2420-420000-070	204.76				
		PO-231198	1126JP0 Trojan horsepower Hoena	0100-09000-0-1110-2420-420000-070	316.31				
		PO-231200	1612QF1 Red riding hood Oextra, C	0100-09000-0-1110-2420-420000-070	307.32				
		PO-231180	1085VN3 I lost my tooth!	0100-09000-0-1110-2420-420000-070	1,309.68				
		PO-231181	1601GK8 The candy caper	0100-09000-0-1110-2420-420000-070	438.84				
		Warrant Total:				11,550.94			

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Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
Vendor Total:					12,222.67
333-G W SCHOOL SUPPLY INC	512535995	PO-231375		0100-32160-0-1172-1000-430000-000	499.64
	Warrant Total:				499.64
	512537753	PO-231387	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	248.58
		PO-231382		0100-32160-0-1172-1000-430000-000	500.00
		PO-231390	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	249.35
		PO-231392	Summer Supplies for learning loss	0100-32160-0-1172-1000-430000-000	500.00
		PO-231383	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	499.80
		PO-231385	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	417.88
		PO-231376	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	499.95
		PO-231379	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	500.00
	Warrant Total:				3,415.56
	512538697	PO-230208	School Supplies for Classroom	0100-11000-0-1110-1000-430000-070	14.54
	Warrant Total:				14.54
	512540031	PO-231373	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	500.00
		PO-231377	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	498.67
		PO-231380	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	497.35
		PO-231388	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	500.00
		PO-231389	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	499.87
		PO-231374	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	499.74
		PO-231381	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	499.99
		PO-231386	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	500.00
		PO-231384	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	499.95
		PO-231372	Summer Supplies for learning loss f	0100-32160-0-1172-1000-430000-000	500.00
	Warrant Total:				4,995.57
	Vendor Total:				8,925.31
343-Gas Company, The	512535996	PO-230937	Monthly Utility Fees	0100-67620-0-0000-8200-550003-000	11,545.35
	Warrant Total:				11,545.35
	Vendor Total:				11,545.35
3767-Geiger	512540032	PO-231004	G180 Crew Neck Sweatshirt	0100-09000-0-1110-1000-430000-081	1,211.81
		PO-231004	G180 Crew Neck Sweatshirt	0100-09000-0-1110-1000-430000-081	557.95
	Warrant Total:				1,769.76
	Vendor Total:				1,769.76
352-GOPHER SPORTS	512537754	PO-231186	EZ Strike Ball	0100-09000-0-1110-1000-430000-070	4,492.63
		PO-231186	EZ Strike Ball	0100-09000-0-1110-1000-430000-070	296.04

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0100-General Fund

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
				Warrant Total:	4,788.67
				Vendor Total:	4,788.67
3705-Gopher X	512534975	PO-231244	Grounds- BurrowRX Smoke Oil (C	0100-00000-0-0000-8400-430010-000	449.46
				Warrant Total:	449.46
				Vendor Total:	449.46
3748-Graphic Threads	512540033	PO-231214	Positivity Project Uniform	0100-09000-0-0000-2700-580000-070	724.68
				Warrant Total:	724.68
				Vendor Total:	724.68
3101-Hansen, Erin	512540034	PO-230223	Mileage Reimbursement	0100-00000-0-1110-1000-580000-082	106.53
				Warrant Total:	106.53
				Vendor Total:	106.53
3041-HCI Systems Inc	512534976	PO-231399	Roosevelt, Fire Alarm Panel-	0100-81500-0-0000-8110-580000-000	669.00
				Warrant Total:	669.00
				Vendor Total:	669.00
403-Home Depot	512534977	PO-231249	Custodial- Shark Upright Vacuum N	0100-32120-0-0000-8200-430000-000	215.87
				Warrant Total:	215.87
				Vendor Total:	215.87
3503-Image 2000 Fresno Inc	512533654	PO-230745	10 x Dynabook Tecra A50-K lapto	0100-26000-0-1110-2420-440000-000	12,183.39
				Warrant Total:	12,183.39
				Vendor Total:	12,183.39
3729-Imagine Learning LLC	512534978	PO-231253	Digital Libraries 6-8	0100-30100-0-1110-1000-430000-082	4,905.00
				Warrant Total:	4,905.00
				Vendor Total:	4,905.00
426-Insect Lore Products Inc	512535997	PO-231172	Life Cycle Lessons bundle	0100-09000-0-1110-1000-430000-060	95.06
		PO-231015	life cycle lesson bundles	0100-09000-0-1110-1000-430000-060	783.76
				Warrant Total:	878.82
	512540035	PO-231206	Cup of Catepillars	0100-32160-0-1110-1000-430000-080	204.99
				Warrant Total:	204.99
				Vendor Total:	1,083.81
1845-Johnstone Supply	512538699	PO-231420	Reagan Library, HVAC- Inducer d	0100-32120-0-0000-8110-430000-000	399.49
		PO-231419	Roosevelt Room 11, HVAC- Heat	0100-32120-0-0000-8110-430000-000	312.34

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0100-General Fund

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
					Warrant Total: 711.83
					Vendor Total: 711.83
3780-Keoniyom, Amphone	512533655	PV-230125	ReimbFingerPrint	0100-00000-0-0000-7300-580015-000	69.00
					Warrant Total: 69.00
					Vendor Total: 69.00
3167-Kings Industrial Occ Med Ctr I	512537755	PO-230030	Physicals/Drug Screening/E&M Se	0100-81500-0-0000-8110-580025-000	176.00
					Warrant Total: 176.00
					Vendor Total: 176.00
3513-Koala Tree Service	512537756	PO-231396	Prune and Remove Trees, Estimate	0100-81500-0-0000-8110-580000-000	4,350.00
					Warrant Total: 4,350.00
					Vendor Total: 4,350.00
3782-Lail, Simran	512533656	PV-230126	ReimbFingerPrint	0100-00000-0-0000-7300-580015-000	69.00
					Warrant Total: 69.00
					Vendor Total: 69.00
498-Lakeshore Learning Materials	512537757	PO-231287	Foam Sensory Paint - Set of 5	0100-33080-0-5760-1120-430000-000	3,009.62
		PO-231314	Giant Bug Collection	0100-33080-0-5760-1120-430000-000	925.23
		PO-231306	Float & Find Alphabet Bubbles	0100-33080-0-5760-1120-430000-000	1,755.40
					Warrant Total: 5,690.25
					Vendor Total: 5,690.25
2951-Lawrence Tractor Company Inc	512534979	PO-231402	Grounds- Mower parts. Invoice	0100-81500-0-0000-8110-430000-000	84.30
					Warrant Total: 84.30
					Vendor Total: 84.30
520-Lozano Smith LLP	512535998	PO-230689	Legal Services July 1, 2022 throug	0100-00000-0-0000-7100-580018-000	382.50
					Warrant Total: 382.50
					Vendor Total: 382.50
546-McMaster-Carr Supply Company	512534980	PO-230099	Maintenance Supplies purchased	0100-81500-0-0000-8110-430000-000	717.81
		PO-230099	Maintenance Supplies purchased	0100-81500-0-0000-8110-430000-000	70.24
					Warrant Total: 788.05
	512540036	PO-230099	Maintenance Supplies purchased	0100-81500-0-0000-8110-430000-000	607.35
					Warrant Total: 607.35
					Vendor Total: 1,395.40

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0100-General Fund

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
3171-MeTEOR Education LLC	512540037	PO-231211	30" Round Ottoman, GR 1	0100-11000-0-0000-2700-430000-000	3,885.85
		Warrant Total: 3,885.85			
		Vendor Total: 3,885.85			
1450-NAPA Auto Parts of Selma	512537758	PO-231245	Maintenance Supplies purchased d	0100-81500-0-0000-8110-430000-000	14.16
		PO-231245	Maintenance Supplies purchased d	0100-81500-0-0000-8110-430000-000	65.28
		Warrant Total: 79.44			
	512540038	PO-231245	Maintenance Supplies purchased d	0100-81500-0-0000-8110-430000-000	47.38
		PO-231245	Maintenance Supplies purchased d	0100-81500-0-0000-8110-430000-000	268.50
		PO-231245	Maintenance Supplies purchased d	0100-81500-0-0000-8110-430000-000	53.93
	Warrant Total: 369.81				
	Vendor Total: 449.25				
	595-Nelson's Ace Hardware	512534981	PO-230102	Maintenance Materials and	0100-81500-0-0000-8110-430000-000
PO-231246			Grounds, Quote 3/14/2023- BR 80	0100-00000-0-0000-8400-430010-000	1,225.94
PO-231246			Grounds, Quote 3/14/2023- BR 80	0100-00000-0-0000-8400-430010-000	572.11
Warrant Total: 7,442.48					
Vendor Total: 7,442.48					
1530-Nelson's Power Center	512538701	PO-230103	Maintenance Supplies purchased	0100-81500-0-0000-8110-430000-000	195.22
Warrant Total: 195.22					
Vendor Total: 195.22					
3683-ODP Business Solutions LLC	512537759	CM-230092	300330241001	0100-65000-0-5760-1120-430000-000	(106.77)
		PO-231085	Post it 3X3 notes Poptimistic Collec	0100-09000-0-1110-1000-430000-081	33.42
		PO-231281	SCHOOLYEAR 2022-23	0100-65370-0-5760-1120-430000-000	57.53
		PO-231286	#428468 3x3 yellow post its	0100-09000-0-1110-1000-430000-081	382.39
		PO-231286	#428468 3x3 yellow post its	0100-09000-0-1110-1000-430000-081	47.38
		PO-231282	Office Depot® Brand 2-Ply	0100-11000-0-1133-1000-430000-000	871.73
		PO-230881	Office Supplies purchased during J	0100-81500-0-0000-8110-430000-000	11.43
		PO-230881	Office Supplies purchased during J	0100-81500-0-0000-8110-430000-000	57.44
		PO-230969	Open PO for classroom supplies F	0100-63000-0-1110-1000-430000-085	39.78
		PO-230969	Open PO for classroom supplies F	0100-63000-0-1110-1000-430000-085	277.19
		PO-231259	Open PO not to exceed 2201 dolla	0100-11000-0-1110-1000-430000-060	181.70
		PO-231258	HP 508X High-Yield Black Toner	0100-11000-0-0000-7300-430000-000	846.01
		PO-231085	Post it 3X3 notes Poptimistic Collec	0100-09000-0-1110-1000-430000-081	23.96
		PO-231259	Open PO not to exceed 2201 dolla	0100-11000-0-1110-1000-430000-060	24.61
		PO-231259	Open PO not to exceed 2201 dolla	0100-11000-0-1110-1000-430000-060	1,182.87
		PO-231271	MENTAL HEALTH OFFICE	0100-65460-0-5760-3120-430000-000	248.76

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0100-General Fund

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
	512537759	PO-231281	SCHOOLYEAR 2022-23	0100-65370-0-5760-1120-430000-000	96.31
		PO-231281	SCHOOLYEAR 2022-23	0100-65370-0-5760-1120-430000-000	16.31
		PO-231259	Open PO not to exceed 2201 dolla	0100-11000-0-1110-1000-430000-060	104.14
		PO-231271	MENTAL HEALTH OFFICE	0100-65460-0-5760-3120-430000-000	6.09
		PO-230995	Not to exceed \$3000 on materials a	0100-63000-0-1110-1000-430000-070	144.65
		PO-231146	SPECIAL EDUCATION &	0100-65000-0-5760-1120-430000-000	59.61
		PO-230845	Classroom supplies - Paper,	0100-11000-0-1110-1000-430000-085	211.27
		PO-231140	PRESCHOOL SCHOOL AND OF	0100-33150-0-5730-1110-430000-000	157.84
		PO-230820	Office and general classroom suppl	0100-11000-0-1110-1000-430000-060	302.02
		PO-230881	Office Supplies purchased during J	0100-81500-0-0000-8110-430000-000	23.96
		PO-230820	Office and general classroom suppl	0100-11000-0-1110-1000-430000-060	159.10
		PO-231258	HP 508X High-Yield Black Toner	0100-11000-0-0000-7300-430000-000	310.61
		PO-230995	Not to exceed \$3000 on materials a	0100-63000-0-1110-1000-430000-070	95.17
		PO-230789	Materials and supplies for	0100-26000-0-0000-2700-430000-000	37.03
		PO-231271	MENTAL HEALTH OFFICE	0100-65460-0-5760-3120-430000-000	28.43
		PO-230287	Office Supplies for the 2022- 2023	0100-11000-0-0000-7300-430000-000	32.68
		PO-230789	Materials and supplies for	0100-26000-0-0000-2700-430000-000	65.01
		PO-230789	Materials and supplies for	0100-26000-0-0000-2700-430000-000	136.30
		PO-231271	MENTAL HEALTH OFFICE	0100-65460-0-5760-3120-430000-000	57.53
		PO-231279	PRESCHOOL SUPPLIES FOR	0100-33080-0-5760-1120-430000-000	305.74
		PO-231281	SCHOOLYEAR 2022-23	0100-65370-0-5760-1120-430000-000	112.67
		PO-230287	Office Supplies for the 2022- 2023	0100-11000-0-0000-7300-430000-000	247.36
		PO-230287	Office Supplies for the 2022- 2023	0100-11000-0-0000-7300-430000-000	173.67
			Warrant Total:		7,062.93
	512540039	PO-230287	Office Supplies for the 2022- 2023	0100-11000-0-0000-7300-430000-000	46.29
		PO-231349	HP 148X High-Yield Black Toner C	0100-11000-0-0000-7300-430000-000	406.36
		PO-231349	HP 148X High-Yield Black Toner C	0100-11000-0-0000-7300-430000-000	406.36
		PO-231349	HP 148X High-Yield Black Toner C	0100-11000-0-0000-7300-430000-000	1,188.44
			Warrant Total:		2,047.45
			Vendor Total:		9,110.38
1036-Oriental Trading Company	512540040	PO-231193	Bear Magnet Craft Kits #13911393	0100-09000-0-1110-1000-430000-070	1,604.37
			Warrant Total:		1,604.37
			Vendor Total:		1,604.37
2708-Otis Elevator Company	512537760	PO-231427	Washington, Wheelchair Lift- Ser	0100-81500-0-0000-8110-560000-000	1,335.65
		PO-231429	Lincoln, Wheelchair Lift- Service C	0100-81500-0-0000-8110-560000-000	534.26
			Warrant Total:		1,869.91

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Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount	
					Vendor Total: 1,869.91	
618-Pacific Gas & Electric	512533659	PO-230034	Monthly Utility Charges	0100-00000-0-0000-8200-550001-000	225,535.80	
		PO-230034	Monthly Utility Charges	0100-00000-0-0000-8200-550001-000	125.11	
		PO-230034	Monthly Utility Charges	0100-00000-0-0000-8200-550001-000	104.22	
		PO-230034	Monthly Utility Charges	0100-00000-0-0000-8200-550001-000	66.30	
		Warrant Total:	225,831.43			
	512540041	PO-231403	Monthly Utility Charges	0100-67620-0-0000-8200-550001-000	20,114.23	
		PO-231403	Monthly Utility Charges	0100-67620-0-0000-8200-550001-000	127.78	
		PO-231403	Monthly Utility Charges	0100-67620-0-0000-8200-550001-000	96.06	
		Warrant Total:	20,338.07			
		Vendor Total:	246,169.50			
3425-Pacific Shredding	512537761	PO-230035	Shredding Services July 1, 2022 th	0100-00000-0-0000-8200-550008-000	57.12	
		PO-230035	Shredding Services July 1, 2022 th	0100-00000-0-0000-8200-550008-000	44.80	
		PO-230035	Shredding Services July 1, 2022 th	0100-00000-0-0000-8200-550008-000	57.12	
			Warrant Total:	159.04		
		Vendor Total:	159.04			
1001-Pacific West Controls Inc	512538704	PO-231431	Rafer, HVAC- Service Call and	0100-32120-0-0000-8110-580000-000	2,092.69	
					Warrant Total:	2,092.69
					Vendor Total:	2,092.69
1516-Pearson	512537762	PO-231289	OWLS-II LC/OE Form A Record	0100-02000-0-1110-1000-430000-000	1,062.31	
					Warrant Total:	1,062.31
					Vendor Total:	1,062.31
2789-Phelan, Brooke	512540042	PO-230220	Mileage Reimbursement	0100-00000-0-1110-1000-580000-082	26.22	
					Warrant Total:	26.22
					Vendor Total:	26.22
3320-Positivity Project LLC, The	512540043	PO-231221	Color: Heather Forest	0100-09000-0-1110-1000-430000-090	772.36	
					Warrant Total:	772.36
					Vendor Total:	772.36
2974-Print Theory	512533660	PO-231026	Category: Embroidery	0100-00000-0-1135-1000-430000-090	392.31	
					Warrant Total:	392.31
	512534983	PO-230850	Tyvek Bib for Jog A Thon	0100-11000-0-1110-1000-580000-085	678.91	
				Warrant Total:	678.91	

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Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
Vendor Total:					1,071.22
3649-Professional Utility Locating	512534985	PO-231394	Roosevelt- Locate and mark exist	0100-81500-0-0000-8110-580000-000	250.00
		PO-231395	Washington- Locate and mark exi	0100-81500-0-0000-8110-580000-000	250.00
		Warrant Total:			500.00
Vendor Total:					500.00
3779-Pulido, Jonathan	512533661	PV-230122	FingerPrintReimb	0100-00000-0-0000-7300-580015-000	69.00
		Warrant Total:			69.00
		Vendor Total:			69.00
3017-R G Equipment of Fresno Inc	512538706	PO-231423	Grounds- Part 115-7468 Recycler	0100-00000-0-0000-8400-430010-000	475.65
		Warrant Total:			475.65
		Vendor Total:			475.65
2251-Ray A Morgan Company Inc	512533662	PO-230996	Canon X1 \$59 per box-----this is f	0100-63000-0-1110-1000-430000-070	268.30
		Warrant Total:			268.30
	512540044	PO-231336	STAPLES X1 for STAPLE/Bklet	0100-00000-0-1110-1000-430000-000	207.93
		PO-231336	STAPLES X1 for STAPLE/Bklet	0100-63000-0-1110-1000-430000-090	113.55
		Warrant Total:			321.48
Vendor Total:					589.78
693-Really Good Stuff	512533663	PO-231268	EPETERSON	0100-65370-0-5760-1120-430000-000	74.32
		Warrant Total:			74.32
		Vendor Total:			74.32
1384-Resco/Cresco Restaurant	512534986	PO-231299	Refrigerator, reach-in, three-sectio	0100-67620-0-0000-3700-650000-000	7,480.39
		PO-231311	E-S3C182414-18LR-316	0100-67620-0-0000-3700-650000-000	1,844.95
	Warrant Total:			9,325.34	
	Vendor Total:			9,325.34	
2649-Rush Advertising Specialties	512533664	PO-231020	1600 pcs PBIS Silicone Bracelets S	0100-09000-0-1110-1000-580000-070	770.07
		PO-231020	1600 pcs PBIS Silicone Bracelets S	0100-41270-0-1110-1000-580000-070	177.95
	Warrant Total:			948.02	
	512537763	PO-231339	Professional Development Session S	0100-09000-0-1110-1000-580000-000	3,690.93
		Warrant Total:			3,690.93
Vendor Total:					4,638.95
3710-Sanchez, Arllette G	512540045	PO-231424	MILEAGE REIMBURSEMENT T	0100-65000-0-5760-3600-580000-000	423.65
		Warrant Total:			423.65

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Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount		
Vendor Total:					423.65		
744-Scholastic Education	512533665	PO-231270	Guided Reading Level A	0100-32160-0-1110-1000-580000-070	3,088.35		
Warrant Total:					3,088.35		
Vendor Total:					3,088.35		
740-Scholastic Inc	512533666	PO-230970	the story about ping	0100-09000-0-1110-2420-420000-060	129.09		
		PO-230978	Give Me Some Space!	0100-09000-0-1110-2420-420000-060	22.51		
		PO-230978	Give Me Some Space!	0100-09000-0-1110-2420-420000-060	45.02		
		PO-230970	the story about ping	0100-09000-0-1110-2420-420000-060	488.20		
		PO-230970	the story about ping	0100-09000-0-1110-2420-420000-060	488.20		
		PO-231089	The Pilgrams First Thanksgiving	0100-09000-0-1110-2420-420000-060	996.00		
		PO-231084	Wish Item #NTS822144	0100-63000-0-1110-1000-430000-085	189.85		
		PO-231089	The Pilgrams First Thanksgiving	0100-09000-0-1110-1000-430000-060	67.20		
		PO-231089	The Pilgrams First Thanksgiving	0100-09000-0-1110-1000-430000-060	15.39		
		PO-231159	The night before summer vacation b	0100-09000-0-1110-1000-430000-060	1,065.49		
		PO-231276	118804A Bob BKS Sght Words K	0100-00000-0-1110-1000-430000-082	2,036.20		
		Warrant Total:					5,543.15
		512533667	PO-230978	Give Me Some Space!	0100-09000-0-1110-2420-420000-060	124.23	
						Warrant Total: 124.23	
512534987	PV-230127	48332051	0100-09000-0-1110-2420-420000-060	22.51			
	PO-230970	the story about ping	0100-09000-0-1110-2420-420000-060	22.51			
Warrant Total:					45.02		
512540046	PO-231363	NTS815151 Ugliers - Imposters:	0100-32160-0-1172-1000-430000-000	191.97			
				PO-231368	NTS822765 Dog on a Frog?	0100-32160-0-1172-1000-430000-000	198.20
				PO-231360	NTS647136 Tornadoes	0100-32160-0-1172-1000-430000-000	190.93
				PO-231361	NTS860317 100 Task Cards: Con	0100-32160-0-1172-1000-430000-000	202.77
				Warrant Total: 783.87			
Vendor Total:					6,496.27		
1054-School Pathways Holdings LLC	512533668	PO-231104	PLS Annual Subscription Enrollm	0100-00000-0-1110-1000-580000-082	248.59		
Warrant Total:					248.59		
Vendor Total:					248.59		
3519-Sebastian	512534988	PO-230135	Phone System maintenance and re	0100-81500-0-0000-8110-580000-000	272.50		
Warrant Total:					272.50		
Vendor Total:					272.50		
3535-Sequoia Construction Company	512537764	PO-231428	Washington, Handicap Walk-	0100-26000-0-0000-8110-580000-000	4,658.51		

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Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
				Warrant Total:	4,658.51
				Vendor Total:	4,658.51
2349-Sever, Wesley	512533669	PO-230122	Monthly Expenses/Mileage, Meals	0100-00000-0-0000-7100-520000-000	1,109.57
				Warrant Total:	1,109.57
				Vendor Total:	1,109.57
2761-Sherman Garnett & Associates	512533670	PO-231265	GUIDELINES ON DISCIPLINE,	0100-32120-0-1110-1000-430000-000	70.81
				Warrant Total:	70.81
				Vendor Total:	70.81
3690-SiteOne Landscape Supply LLC	512537765	PO-230134	Grounds irrigation supplies	0100-00000-0-0000-8400-430010-000	333.20
				Warrant Total:	333.20
	512538707	PO-230134	Grounds irrigation supplies	0100-00000-0-0000-8400-430010-000	264.19
				Warrant Total:	264.19
				Vendor Total:	597.39
1294-SouthCounty Support Services	512533671	PO-231051	Late Bus Transportation Fees	0100-26000-0-0000-3600-510000-000	4,160.15
				Warrant Total:	4,160.15
	512534989	PO-230071	Transportation Fees, Home to Scho	0100-07230-0-0000-3600-510000-000	26,281.35
		PO-230071	Transportation Fees, Home to Scho	0100-09000-0-0000-3600-510000-000	46,088.05
				Warrant Total:	72,369.40
	512540047	PO-231051	Late Bus Transportation Fees	0100-26000-0-0000-3600-510000-000	6,120.26
		PO-230047	Transportation Fees/Field Trips Di	0100-09000-0-0000-3600-580014-000	12,516.87
				Warrant Total:	18,637.13
				Vendor Total:	95,166.68
2010-Sparkletts	512533672	PO-230961	Maintenance- Drinking water for B	0100-81500-0-0000-8110-430000-000	103.89
				Warrant Total:	103.89
				Vendor Total:	103.89
3183-Teachers Pay Teachers	512533673	PO-230242	MADE FOR ME	0100-33050-0-5760-1120-580000-000	137.39
				Warrant Total:	137.39
	512534991	PO-230890	Shadow jumper novel study curri	0100-42030-0-1110-1000-580000-000	37.72
				Warrant Total:	37.72
				Vendor Total:	175.11
3285-THE HOME DEPOT PRO	512537766	PO-231347	Custodial Supplies purchased duri	0100-00000-0-0000-8200-430000-082	267.88
		PO-231347	Custodial Supplies purchased duri	0100-00000-0-0000-8200-430000-082	179.57

Paid Date(s) From: 4/12/2023 To: 5/8/2023

0100-General Fund

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
	512537766	PO-231347	Custodial Supplies purchased duri	0100-00000-0-0000-8200-430000-082	258.01
		PO-231347	Custodial Supplies purchased duri	0100-00000-0-0000-8200-430000-082	53.87
				Warrant Total:	759.33
	512538710	PO-230109	Custodial Supplies purchased	0100-00000-0-0000-8200-430000-070	132.69
		PO-230109	Custodial Supplies purchased	0100-00000-0-0000-8200-430000-085	1,677.94
		PO-231433	Custodial Supplies, Washington	0100-32120-0-0000-8110-430000-000	322.55
		PO-231433	Custodial Supplies, Washington	0100-32120-0-0000-8110-430000-000	82.23
		PO-230942	Custodial Supplies purchased	0100-00000-0-0000-8200-430000-060	402.87
		PO-231049	Custodial, Betco Stealth Scrubber,	0100-32120-0-0000-8200-430000-000	636.96
		PO-230109	Custodial Supplies purchased	0100-00000-0-0000-8200-430000-090	184.56
				Warrant Total:	3,439.80
	512540048	PO-230109	Custodial Supplies purchased	0100-00000-0-0000-8200-430000-000	1,058.32
		PO-230109	Custodial Supplies purchased	0100-00000-0-0000-8200-430000-000	19.42
		PO-231347	Custodial Supplies purchased duri	0100-00000-0-0000-8200-430000-082	70.45
		PO-231433	Custodial Supplies, Washington	0100-32120-0-0000-8110-430000-000	557.85
		PO-231433	Custodial Supplies, Washington	0100-32120-0-0000-8110-430000-000	177.83
				Warrant Total:	1,883.87
				Vendor Total:	6,083.00
872-Tulare County Office of Ed.	512540049	PO-230992	Agreement for New Teacher &	0100-09000-0-1110-1000-580000-000	6,000.00
				Warrant Total:	6,000.00
				Vendor Total:	6,000.00
3349-UniFirst Corporation	512534992	PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	100.89
		PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	103.75
		PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	145.60
		PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	116.99
		PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	128.16
		PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	34.94
		PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	100.89
		PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	103.75
		PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	139.64
		PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	116.99
		PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	128.16
		PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	34.94
				Warrant Total:	1,254.70
	512537767	PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	100.89
		PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	103.75

Paid Date(s) From: 4/12/2023 To: 5/8/2023

0100-General Fund

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
	512537767	PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	145.60
		PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	116.99
		PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	128.16
		PO-230108	Service for Uniforms, Rugs, Mops d	0100-00000-0-0000-8200-550005-000	34.94
Warrant Total:					630.33
Vendor Total:					1,885.03
2534-US Bank National Association	512533674	PO-230997	THE NYSTROM JUNIOR	0100-09000-0-1110-1000-430000-090	54.62
		PV-230121	4246-0445-5572-0782	0100-00000-0-0000-7100-430000-000	117.82
		PV-230121	4246-0445-5572-0782	0100-00000-0-0000-7100-430000-000	80.65
		PV-230121	4246-0445-5572-0782	0100-00000-0-0000-7100-430000-000	87.44
		PV-230121	4246-0445-5572-0782	0100-00000-0-0000-7100-430000-000	180.64
		PO-231166	Incentive Items for Students Who A	0100-41270-0-1110-1000-430000-085	901.96
		PV-230120	4246-0445-5572-0782	0100-11000-0-0000-7300-430000-000	210.30
		PO-231077	2019 Dodge Ram 1500 Vin 1380- A	0100-81500-0-0000-8110-430000-000	225.91
		PO-231199	Watch Dog Shirt Pack	0100-09000-0-0000-8300-430000-070	1,369.70
		PO-231095	THE NYSTROM ATLAS OF	0100-09000-0-1110-1000-430000-090	887.12
		PV-230120	4246-0445-5572-0782	0100-63310-0-1110-1000-430000-000	4.39
		PO-231076	Custodial- Ergonomic Assist Garba	0100-67620-0-0000-8110-440000-000	2,080.94
		PO-230790	2 Night Hotel Room charge at	0100-09000-0-1110-1000-520000-090	437.32
		PO-230790	2 Night Hotel Room charge at	0100-09000-0-1110-1000-520000-090	457.32
		PO-230602	Hotel Reservation for CUE	0100-09000-0-1110-1000-520000-000	665.16
		PO-230602	Hotel Reservation for CUE	0100-09000-0-1110-1000-520000-000	997.74
		PO-230873	Azure Hotel & Suits Room Reseva	0100-00000-0-0000-2420-520000-000	397.68
		PO-230873	Azure Hotel & Suits Room Reseva	0100-00000-0-0000-2420-520000-000	397.68
		PO-231009	2 Night Hotel Room Reservation at	0100-09000-0-1110-1000-520000-090	482.35
		PO-231009	2 Night Hotel Room Reservation at	0100-09000-0-1110-1000-520000-090	775.35
		PO-231010	Hotel Reservation for CUE Confer	0100-09000-0-1110-1000-520000-000	1,639.20
		PO-230602	Hotel Reservation for CUE	0100-09000-0-1110-1000-520000-000	997.74
		PO-230602	Hotel Reservation for CUE	0100-09000-0-1110-1000-520000-000	665.16
		PO-230602	Hotel Reservation for CUE	0100-09000-0-1110-1000-520000-000	997.74
		PO-230602	Hotel Reservation for CUE	0100-09000-0-1110-1000-520000-000	997.74
		PO-230817	3 Night Hotel Room Reservation at	0100-11000-0-1110-1000-520000-090	788.86
		PO-230602	Hotel Reservation for CUE	0100-09000-0-1110-1000-520000-000	665.16
		PV-230120	4246-0445-5572-0782	0100-00000-0-0000-7300-580000-000	6.39
		PO-230081	CrashPlan Pro Back-up Service	0100-00000-0-0000-7100-580000-000	9.99
		PO-231316	Enterprise - License - Professional	0100-11000-0-0000-2700-580000-000	1,075.00
		PV-230120	4246-0445-5572-0782	0100-00000-0-0000-7300-580000-000	6.39

Paid Date(s) From: 4/12/2023 To: 5/8/2023

0100-General Fund

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
	512533674	PV-230120	4246-0445-5572-0782	0100-09000-0-1110-1000-580000-000	182.98
		PV-230120	4246-0445-5572-0782	0100-09000-0-1110-1000-580000-000	1,305.52
		PO-231109	Intermapper 500 Device License Re	0100-00000-0-0000-2420-580000-000	717.74
		PO-231068	70 Ct. Large Jute Tote Distinguishe	0100-11000-0-0000-2700-580000-000	396.87
		PO-230083	Monthly Renewal for Tech Dept	0100-00000-0-0000-2420-580000-000	34.95
		PO-230082	Quickbooks On-Line Cafeteria	0100-00000-0-0000-7300-580000-000	55.00
		PO-231107	Wall Spacers for Sign	0100-09000-0-1110-1000-580000-070	132.11
				Warrant Total:	21,486.63
				Vendor Total:	21,486.63
1567-Verizon Wireless	512540050	PO-230040	Cell Phone Usage July 1, 2022 th	0100-81500-0-0000-8110-590006-000	819.91
				Warrant Total:	819.91
				Vendor Total:	819.91
918-Weco Supply Company Inc	512538711	PO-231426	Welding Tank Rentals 2/28/2023-	0100-81500-0-0000-8110-560000-000	141.98
				Warrant Total:	141.98
				Vendor Total:	141.98
1632-Worthington Direct Inc	512533675	PO-231252	Set of 20, 751 Medium Oak, Lift L	0100-63000-0-1110-1000-430000-085	4,559.76
				Warrant Total:	4,559.76
				Vendor Total:	4,559.76
2375-Wright Express FSC	512535999	PO-230041	Monthly Fuel Charges July 1, 2022	0100-81500-0-0000-8110-430009-000	2,285.09
				Warrant Total:	2,285.09
				Vendor Total:	2,285.09
				Total # of Warrants:	129
				Fund Total:	1,184,735.79

Paid Date(s) From: 4/12/2023 To: 5/8/2023

1200-Child Development Fund

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
3451-AXA Equitable Life Insurance C	512535986	PO-230002	Employee Life Insurance Benefit P	1200-00010-0-0000-0000-951400-000	6.00
Warrant Total:					6.00
Vendor Total:					6.00
2671-Canon Financial Services Inc	512534968	PO-230440	Monthly Payment-Canon	1200-61050-0-0001-2700-560000-000	65.39
Warrant Total:					65.39
Vendor Total:					65.39
223-Department of Social Services	512540026	PO-231444		1200-61050-0-0001-2700-580000-000	25.00
Warrant Total:					25.00
Vendor Total:					25.00
237-Discount School Supply	512535990	PO-231225	GREEN BEAN COFFEE SET GB	1200-61050-0-0001-1000-430000-000	477.29
Warrant Total:					477.29
Vendor Total:					477.29
298-EDCARE GROUP, THE	512535992	PO-230001	Insurance Premiums July 1, 2022 t	1200-61050-0-0001-2700-370200-000	1,703.25
		PO-230001	Insurance Premiums July 1, 2022 t	1200-00010-0-0000-0000-951400-000	1,618.25
Warrant Total:					3,321.50
Vendor Total:					3,321.50
498-Lakeshore Learning Materials	512533657	PO-231226	SANDTASTIK 25 LB BOX VS3	1200-61050-0-0001-1000-430000-000	793.21
Warrant Total:					793.21
Vendor Total:					793.21
3357-Sunnyside Trophy Inc	512538708	PO-231422	PreSchool- 12"x18" Etched Stainl	1200-00000-0-0001-1000-580000-000	1,174.67
Warrant Total:					1,174.67
Vendor Total:					1,174.67
Total # of Warrants:					7
Fund Total:					5,863.06

Paid Date(s) From: 4/12/2023 To: 5/8/2023

1300-Cafeteria Fund

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
3451-AXA Equitable Life Insurance C	512535987	PO-230002	Employee Life Insurance Benefit P	1300-00010-0-0000-0000-951400-000	12.00
Warrant Total:					12.00
Vendor Total:					12.00
2671-Canon Financial Services Inc	512534969	PO-230440	Monthly Payment-Canon	1300-53100-0-0000-3700-560000-000	265.07
Warrant Total:					265.07
Vendor Total:					265.07
298-EDCARE GROUP, THE	512535993	PO-230001	Insurance Premiums July 1, 2022 t	1300-53100-0-0000-3700-370200-000	3,957.75
		PO-230001	Insurance Premiums July 1, 2022 t	1300-00010-0-0000-0000-951400-000	4,099.96
Warrant Total:					8,057.71
Vendor Total:					8,057.71
2279-Glacier Refrigeration & Air In	512533653	PO-230867	Additional Food Service	1300-53100-0-0000-3700-560000-000	717.50
Warrant Total:					717.50
Vendor Total:					717.50
349-GOLD STAR FOODS INC	512534974	CM-230090	GOLD STAR FOODS INC	1300-53100-0-0000-3700-470000-000	(432.45)
		PO-230112	SSO & NSLP ASSP Food Items	1300-53100-0-0000-3700-470000-000	5,995.91
		PO-230112	SSO & NSLP ASSP Food Items	1300-53100-0-0000-3700-470000-000	8,220.80
Warrant Total:					13,784.26
	512538698	PO-230112	SSO & NSLP ASSP Food Items	1300-53100-0-0000-3700-470000-000	3,178.60
		PO-230112	SSO & NSLP ASSP Food Items	1300-53100-0-0000-3700-470000-000	5,071.53
		PO-230112	SSO & NSLP ASSP Food Items	1300-53100-0-0000-3700-470000-000	1,116.00
		PO-230112	SSO & NSLP ASSP Food Items	1300-53100-0-0000-3700-470000-000	355.05
		PO-230112	SSO & NSLP ASSP Food Items	1300-53100-0-0000-3700-470000-000	7,317.23
Warrant Total:					17,038.41
Vendor Total:					30,822.67
3683-ODP Business Solutions LLC	512538702	PO-230120	Food Service Office Supply	1300-53100-0-0000-3700-430000-000	254.77
Warrant Total:					254.77
Vendor Total:					254.77
2581-P & R Paper Supply Company Inc	512533658	PO-231070	NSLP additional Paper Product	1300-53100-0-0000-3700-430000-000	344.86
Warrant Total:					344.86
	512534982	PO-231070	NSLP additional Paper Product	1300-53100-0-0000-3700-430000-000	546.20
		PO-231070	NSLP additional Paper Product	1300-53100-0-0000-3700-430000-000	449.53
		PO-231070	NSLP additional Paper Product	1300-53100-0-0000-3700-430000-000	29.75
		PO-231070	NSLP additional Paper Product	1300-53100-0-0000-3700-430000-000	224.77

Paid Date(s) From: 4/12/2023 To: 5/8/2023

1300-Cafeteria Fund

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
	512534982	PO-231070	NSLP additional Paper Product	1300-53100-0-0000-3700-430000-000	1,132.90
					Warrant Total: 2,383.15
	512538703	PO-231070	NSLP additional Paper Product	1300-53100-0-0000-3700-430000-000	711.05
		PO-231070	NSLP additional Paper Product	1300-53100-0-0000-3700-430000-000	704.18
					Warrant Total: 1,415.23
					Vendor Total: 4,143.24
2322-PRODUCERS DAIRY FOODS INC	512534984	PO-230114	SSO NSLP ASSP Milk Purchases f	1300-53100-0-0000-3700-470000-000	543.06
		PO-230114	SSO NSLP ASSP Milk Purchases f	1300-53100-0-0000-3700-470000-000	456.24
					Warrant Total: 999.30
	512538705	PO-230114	SSO NSLP ASSP Milk Purchases f	1300-53100-0-0000-3700-470000-000	1,803.90
		PO-230114	SSO NSLP ASSP Milk Purchases f	1300-53100-0-0000-3700-470000-000	1,267.65
		PO-230114	SSO NSLP ASSP Milk Purchases f	1300-53100-0-0000-3700-470000-000	1,620.36
		PO-230114	SSO NSLP ASSP Milk Purchases f	1300-53100-0-0000-3700-470000-000	1,262.28
		PO-230114	SSO NSLP ASSP Milk Purchases f	1300-53100-0-0000-3700-470000-000	1,199.04
					Warrant Total: 7,153.23
					Vendor Total: 8,152.53
835-SYSCO FOODSERVICES OF MODEST	512534990	PO-230618	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-430000-000	159.96
		PO-230618	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-430000-000	162.72
		PO-230618	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-430000-000	32.51
		PO-230618	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-430000-000	335.40
		PO-231080	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-470000-000	101.51
		PO-231080	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-470000-000	1,820.80
		PO-231080	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-470000-000	3,889.54
		PO-231080	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-470000-000	1,845.63
		PO-231080	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-470000-000	1,810.90
		PO-231080	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-470000-000	1,599.40
		PO-231080	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-470000-000	517.00
		PO-231080	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-470000-000	3,182.15
					Warrant Total: 15,457.52
	512538709	PO-230618	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-430000-000	160.84
		PO-230618	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-430000-000	259.33
		PO-231080	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-470000-000	368.82
		PO-231080	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-470000-000	3,707.01
		PO-231080	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-470000-000	987.60
		PO-231080	SSO & NSLP ASSP Additional	1300-53100-0-0000-3700-470000-000	4,542.91

Paid Date(s) From: 4/12/2023 To: 5/8/2023

1300-Cafeteria Fund

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount
Warrant Total:					10,026.51
Vendor Total:					25,484.03
Total # of Warrants: 14					Fund Total: 77,909.52

Paid Date(s) From: 4/12/2023 To: 5/8/2023

2500-Capital Facilities Fund

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si	Amount	
3681-Amparan Flooring Inc	512540015	PO-231013	Washington Main Office-	2500-90510-0-0000-9100-580000-000	14,915.00	
					Warrant Total:	14,915.00
					Vendor Total:	14,915.00
477-Kingsburg High School	512538700	PV-230129	DEVOCT-DEC22	2500-90510-0-0000-0000-868100-000	16,116.80	
		PV-230130	DEVJAN-MARCH23	2500-90510-0-0000-0000-868100-000	49,771.20	
		Warrant Total:				65,888.00
		Vendor Total:				65,888.00
		Total # of Warrants: 2 Fund Total:				80,803.00

Paid Date(s) From: 4/12/2023 To: 5/8/2023

RECAP BY FUND OF WARRANTS ISSUED

0100-General Fund	129	1,184,735.79
1200-Child Development Fund	7	5,863.06
1300-Cafeteria Fund	14	77,909.52
2500-Capital Facilities Fund	2	80,803.00
Total # of Warrants:	152	Grand Total: 1,349,311.37

**KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT
EQUIPMENT/INVENTORY SURPLUS FORM**

Date 4/12/23

Asset No. 08087

Site Washington

Bldg. _____ Room 124

Equipment Description elmo

Manufacturer _____

Model No. TT-02RX Serial No. _____

Current Value Over \$2,500? (circle one) Y N
Per BP/AR 3270 property over \$2,500 MUST be sold via bid process

☐ Item was lost or stolen - Being reported for inventory purposes

Reason for Surplus got a new elmo

PRINT

Site Approval [Signature]
Please send completed forms to the CBO at the District Office.

District Office Approval- CBO [Signature]
Must have Board approval prior to disposal

District Office Use Only

Presented to Board for approval on: _____ Initials: _____

Removed from Inventory System on: _____ Initials: _____

Method of Disposal: ☐ E-waste/E-recycle or Destroyed
☐ Sold- Per BP/AR 3270 property over \$2,500 MUST be sold via a bid process

**KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT
EQUIPMENT/INVENTORY SURPLUS FORM**

Date 5-5-23

Asset No. No Gold tag

Site Lincoln food Service

Remove asset label and affix here to
return to District Office

no - Gold tag

Bldg. _____ Room Kitchen Boneyard

Equipment Description Stand up refrigerator - 3 door

Manufacturer Spartan STR 72

Model No. STR-72 Serial No. 6271170513080301

Current Value Over \$2,500? (circle one) Y N

Per BP/AR 3270 property over \$2,500 MUST be sold via bid process

☐ Item was lost or stolen - Being reported for inventory purposes

Reason for Surplus non operational Surplus

PRINT

Site Approval Kush HBF

Please send completed forms to the CBO at the District Office.

District Office Approval- CBO [Signature]

Must have Board approval prior to disposal

District Office Use Only

Presented to Board for approval on: _____ Initials: _____

Removed from Inventory System on: _____ Initials: _____

Method of Disposal: ☐ E-waste/E-recycle or Destroyed
☐ Sold- Per BP/AR 3270 property over \$2,500 MUST be sold via a bid process

**KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT
EQUIPMENT/INVENTORY SURPLUS FORM**

Date 5-5-23

Asset No. 07408

Site Lincoln - Food Service



Bldg. _____ Room Kitchen Boneyard

Equipment Description Stand up Refrigerator - 2 door

Manufacturer True manufacturing

Model No. TM-52 Serial No. 13598533

Current Value Over \$2,500? (circle one) Y (N)

Per BP/AR 3270 property over \$2,500 MUST be sold via bid process

☐ Item was lost or stolen - Being reported for inventory purposes

Reason for Surplus non-operational - Salvage

PRINT

Site Approval Kristy LeBar

Please send completed forms to the CBO at the District Office.

District Office Approval- CBO [Signature]

Must have Board approval prior to disposal

District Office Use Only

Presented to Board for approval on: _____ Initials: _____

Removed from Inventory System on: _____ Initials: _____

Method of Disposal: ☐ E-waste/E-recycle or Destroyed
☐ Sold- Per BP/AR 3270 property over \$2,500 MUST be sold via a bid process

**KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT
EQUIPMENT/INVENTORY SURPLUS FORM**

Date 5-5-23

Asset No. 07061

Site Lincoln - Food Service

Bldg. _____ Room kitchen Boneyard

Equipment Description Stand up freezer - 2 door

Manufacturer True Manufacturing

Model No. TS49F Serial No. 14427772

Current Value Over \$2,500? (circle one) Y (N)

Per BP/AR 3270 property over \$2,500 MUST be sold via bid process

☐ Item was lost or stolen - Being reported for inventory purposes

Reason for Surplus non-operational - Salvage

PRINT

Site Approval Kristy fcb

Please send completed forms to the CBO at the District Office.

District Office Approval- CBO [Signature]

Must have Board approval prior to disposal

District Office Use Only

Presented to Board for approval on: _____ Initials: _____

Removed from Inventory System on: _____ Initials: _____

Method of Disposal: ☐ E-waste/E-recycle or Destroyed
☐ Sold- Per BP/AR 3270 property over \$2,500 MUST be sold via a bid process

**KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT
EQUIPMENT/INVENTORY SURPLUS FORM**

Date 5-5-23

Asset No. 07066

Site Lincoln - Food Service

Bldg. _____ Room Kitchen Doneyard

Equipment Description Milk Cooler - True Manufacturing

Manufacturer True Manufacturing

Model No. TMC58SDSS Serial No. 14565344

Current Value Over \$2,500? (circle one) Y (N)

Per BP/AR 3270 property over \$2,500 MUST be sold via bid process

☐ Item was lost or stolen - Being reported for inventory purposes

Reason for Surplus non operational - Salvage

PRINT

Site Approval Kristy LeBl

Please send completed forms to the CBO at the District Office.

District Office Approval- CBO [Signature]

Must have Board approval prior to disposal

District Office Use Only

Presented to Board for approval on: _____ Initials: _____

Removed from Inventory System on: _____ Initials: _____

Method of Disposal: ☐ E-waste/E-recycle or Destroyed
☐ Sold- Per BP/AR 3270 property over \$2,500 MUST be sold via a bid process

**KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT
EQUIPMENT/INVENTORY SURPLUS FORM**

Date 05-5-23

Asset No. 07413

Site Lincoln - Food Service



Bldg. _____ Room Kitchen boneyard

Equipment Description Milk Cooler - Beverage Air

Manufacturer Beverage Air

Model No. SM58N Serial No. 8107977

Current Value Over \$2,500? (circle one) Y (N)

Per BP/AR 3270 property over \$2,500 MUST be sold via bid process

☐ Item was lost or stolen - Being reported for inventory purposes

Reason for Surplus non operational - Salvage

PRINT

Site Approval Kathy JBF

Please send completed forms to the CBO at the District Office.

District Office Approval- CBO [Signature]

Must have Board approval prior to disposal

District Office Use Only

Presented to Board for approval on: _____ Initials: _____

Removed from Inventory System on: _____ Initials: _____

Method of Disposal: ☐ E-waste/E-recycle or Destroyed
☐ Sold- Per BP/AR 3270 property over \$2,500 MUST be sold via a bid process

**KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT
EQUIPMENT/INVENTORY SURPLUS FORM**

Date 5-5-23

Asset No. 07503

Site Lincoln - Food Service

Bldg. _____ Room Kitchen Boneyard

Equipment Description Milk Cooler

Manufacturer Beverage Air

Model No. SM58N Serial No. 8107980

Current Value Over \$2,500? (circle one) Y N

Per BP/AR 3270 property over \$2,500 MUST be sold via bid process

☐ Item was lost or stolen - Being reported for inventory purposes

Reason for Surplus non-operational Salvage

PRINT

Site Approval Kish LeBy

Please send completed forms to the CBO at the District Office.

District Office Approval- CBO [Signature]

Must have Board approval prior to disposal

District Office Use Only

Presented to Board for approval on: _____ Initials: _____

Removed from Inventory System on: _____ Initials: _____

Method of Disposal: ☐ E-waste/E-recycle or Destroyed
☐ Sold- Per BP/AR 3270 property over \$2,500 MUST be sold via a bid process

Kingsburg Elementary Charter School District

Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

**All Board items are subject to approval by the Board President.*

1. Agenda Item:

Consider approval for Agreement with Alliant University for Internship

2. Agenda Item Category:

- ☒ Consent Agenda
- ☐ Action Item
- ☐ Presentation
- ☐ Public Hearing
- ☐ Closed Session

3. Submitted By:

Carol Bray

4. Attachments:

Not Applicable

- ☒ To Be Enclosed with Board Packets

**Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board*

5. Purpose:

To approve an agreement with Alliant University and the District for a Pupil Services Credential Program/School Psychology Internship Program.

6. Financial Impact:

\$15,000 for School Psych Intern Salary. No cost to partner with Alliant.

7. Funding Source:

Special Education (Resources 65000, 65460) and/or ESSER 3 (Resource 32140)

8. District Goals This Item Will Meet:

- ☒ Increase Student Achievement
- ☒ Provide a Safe, Positive and Healthy Learning Environment
- Develop 21st Century Skills by Furthering the Use of Technology in the Classroom
- Increase Parent Involvement and Continue to Promote Public Relations
- ☒ Maintain a Sound Fiscal Condition - "Keep the Family Together!"



PUPIL SERVICES CREDENTIAL PROGRAM IN SCHOOL PSYCHOLOGY

UNIVERSITY/DISTRICT AGREEMENT

DATE: 4/26/2023

Dear School District Governing Board:

The following agreement is between the Kingsburg Elementary Charter School District (henceforth District) and Alliant International University's California School of Education (henceforth University). The goal of this contract is to document the above partnership between two entities listed to facilitate the full-time school psychology internship training of Chrystelle Jaramillo, a student in our PPS Credential Program in School Psychology.

UNIVERSITY ROLE

- Statement #1 The University will communicate to the public the availability of the School Psychology Intern program in an effort to attract high quality applicants as potential interns to the school psychology credential program.
- Statement #2 The University will inform participating districts of the availability of high quality and qualified (i.e. CBEST completed, subject matter competence verified, BA degree confirmed) school psychology intern candidates.
- Statement #3 The University will recommend for intern credentials to the CCTC the qualified candidates selected by participating Districts for school psychology intern positions. Candidates will not be allowed to assume an intern position until they have completed the University professional course sequence and practicum hours.
- Statement #4 The University will work cooperatively with District personnel to reinforce ideas, principles, and practices being conveyed through District pre-service training activities for the selected interns that are being held concurrent with the University professional training course sequence.
- Statement #5 The University will assign an Intern Faculty Liaison (IFL) to support the intern during this their required field experience to obtain the PPS Credential.
- Statement #6 The University IFL will work as part of a collaborative support team with District supervisors.
- Statement #7 The University will recommend candidates who successfully complete their internship experience for the PPS School Psychology Credential.

DISTRICT ROLE

- Statement #1 The District will communicate to potential interns the availability of the PPS School Psychology District/University Internship.
- Statement #2 The District will interview qualified candidates sent from the University for Potential School Psychology Intern Positions.
- Statement #3 The District will provide the selected interns with pre-service training and orientation activities.



- Statement #4** The District will assign a qualified credentialed school psychologist to the intern, either at the District level, at the school site level, or at both levels. This (these) person(s) will work collaboratively with the university ILF assigned to the intern.
- Statement #5** **Any financial agreements between the student intern and District will be via formal written agreement.**
- Statement #6** The District will retain, not retain, or dismiss the intern(s) according to regular practice to school psychologists.
- Statement #7** The District will not displace existing school psychologists with interns. Vacancies to accommodate interns will be designated through normal attrition.

SIGNATURES OF AGREEMENT

District Signature

Title

Date

Student Signature

Title

Date

University Signature

Title

Date

Kingsburg Elementary Charter School District Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

**All Board items are subject to approval by the Board President.*

1. Agenda Item:

Revised Stipend Schedule 23-24

2. Agenda Item Category:

- ☒ **Consent Agenda**
- Action Item**
- Presentation**
- Public Hearing**
- Closed Session**

3. Submitted By:

Bobby Rodriguez, Chief Business Official

4. Attachments:

- Not Applicable**
- ☒ **To Be Enclosed with Board Packets**
 - *Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board**

5. Purpose:

To provide a stipend for the newly formed Physical Education vertical team. The team will meet like our other vertical teams to help provide physical education guidance from TK-8.

6. Financial Impact:

\$1,600

7. Funding Source:

LCFF

8. District Goals This Item Will Meet:

- ☒ **Increase Student Achievement**
- ☒ **Provide a Safe, Positive and Healthy Learning Environment**
- Develop 21st Century Skills by Furthering the Use of Technology in the Classroom**
- Increase Parent Involvement and Continue to Promote Public Relations**
- Maintain a Sound Fiscal Condition - "Keep the Family Together!"**

**KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT
2023-2024**

Employee Stipend Schedule

<i>Stipends Over & Above Regular Assignment (Paid monthly over at least a 3 month period)</i>				Totals
RJH - General RJH - General	Athletic & Activities Director - Classified	\$2,000	0100-11000-0-1135-1000-210002-090	\$2,000.00
	Athletic & Activities Director - Certificated	\$2,000	0100-11000-0-1135-1000-110002-090	\$2,000.00
	Cosch-Rafer Johnson Junior High (per Sport)	\$1,000		
	(Basketball(4), Football, Baseball, Track (3), Volleyball(2), CrossX, Soccer(2),Tennis & Softball) x 16 x \$1000		0100-11000-0-1135-1000-110002-090	\$16,000.00
	GATE/AVID (2)	\$500	0100-07140-0-1110-1000-110002-090	\$1,000.00
	PLC Lead (8)	\$700	0100-09000-0-1110-1000-110002-000	\$5,600.00
	MESA (1)	\$2,000	0100-09000-0-1154-1000-110002-090	\$2,000.00
	Musical Director	\$1,000	0100-11000-0-1155-1000-110002-090	\$1,000.00
	History Day	\$600	0100-11000-0-1110-1000-110002-090	\$600.00
	Vertical Math Team (3)	\$200	0100-09000-0-1152-2130-110002-090	\$600.00
	Vertical PE Team (2)	\$200	0100-09000-0-1160-1000-110002-090	\$400.00
	Kingsburg Reads One Book/Literacy Committee (3)	\$200	0100-09000-0-1110-2130-110002-090	\$600.00
Technology Committee (2)				\$400.00
				\$32,200.00
Reagan	Intramural Coaches, A & B Coaches (per sport) 9 x \$650	\$650	0100-11000-0-1135-1000-110002-085	\$5,850.00
	Drama Director	\$1,000	0100-11000-0-1110-1000-110002-085	\$1,000.00
	GATE (2)	\$650	0100-07140-0-1110-1000-110002-085	\$1,300.00
	Peach Blossom	\$150	0100-11000-0-1110-1000-110002-085	\$150.00
	PLC Lead (3)	\$700	0100-09000-0-1110-1000-110002-000	\$2,100.00
	Site Specific	\$1,600	0100-11000-0-1110-1000-110002-085	\$1,600.00
	Vertical Math Team (3)	\$200	0100-09000-0-1152-2130-110002-085	\$600.00
	Vertical PE Team (1)	\$200	0100-09000-0-1160-1000-110002-085	\$200.00
	Kingsburg Reads One Book/Literacy Committee (4)	\$200	0100-09000-0-1110-2130-110002-085	\$800.00
	Technology Committee (3)	\$200	0100-09000-0-1110-2130-110002-085	\$600.00
				\$14,200.00
Lincoln	Track Head Coach	\$650	0100-11000-0-1135-1000-110002-070	\$650.00
	Track Assistant Coaches (2) x \$500	\$500	0100-11000-0-1135-1000-110002-070	\$1,000.00
	Peach Blossom (2)	\$75	0100-11000-0-1110-1000-110002-070	\$150.00
	Poetry and Prose (2)	\$75	0100-11000-0-1110-1000-110002-070	\$150.00
	PLC Lead (2)	\$700	0100-09000-0-1110-1000-110002-000	\$1,400.00
	Site Specific	\$400	0100-11000-0-1110-1000-110002-070	\$400.00
	Vertical Math Team (2)	\$200	0100-09000-0-1152-2130-110002-070	\$400.00
	Vertical PE Team (2)	\$200	0100-09000-0-1160-1000-110002-070	\$400.00
	Kingsburg Reads One Book/Literacy Committee (3)	\$200	0100-09000-0-1110-2130-110002-070	\$600.00
	Diaper stipends: primary (\$50), secondary (\$25)	\$750/yr	0100-65000-0-5760-1120-210002-000	\$750.00
	Technology Committee (2)	\$200	0100-09000-0-1110-2130-110002-070	\$400.00
				\$6,300.00
Roos.	Character Education Assembly (Character Counts)	\$100	0100-11000-0-1110-1000-110002-080	\$100.00
	EL Site Coordinator (S&C funds in District Wide) (2)	\$500	0100-09000-0-1110-1000-110002-000	\$1,000.00
	Peach Blossom	\$150	0100-11000-0-1110-1000-110002-080	\$150.00
	Lego Coaches (2 x \$200)	\$200	0100-11000-0-1110-1000-110002-080	\$400.00
	PLC Lead (1)	\$700	0100-09000-0-1110-1000-110002-000	\$700.00
	PBIS Coach	\$500	0100-11000-0-1110-1000-110002-080	\$500.00
	Vertical Math Team (1)	\$200	0100-09000-0-1152-2130-110002-080	\$200.00
	Vertical PE Team (1)	\$200	0100-09000-0-1160-1000-110002-080	\$200.00
	Kingsburg Reads One Book/Literacy Committee (2)	\$200	0100-09000-0-1110-2130-110002-080	\$400.00
	Diaper stipends: primary (\$50), secondary (\$25)	\$750/yr	0100-65000-0-5760-1120-210002-000	\$750.00
	Technology Committee (1)	\$200	0100-09000-0-1110-2130-110002-080	\$200.00
				\$4,600.00
Wash.	EL Site Coordinator (S&C funds in District Wide) (1)	\$500	0100-09000-0-1110-1000-210002-000	\$500.00
	PLC Lead (1)	\$700	0100-09000-0-1110-1000-110002-000	\$700.00
	Cheer Squad Coach (2) x 300	\$300	0100-11000-0-1110-1000-110002-060	\$600.00
	Vertical Math Team (1)	\$200	0100-09000-0-1152-2130-110002-060	\$200.00
	Vertical PE Team (1)	\$200	0100-09000-0-1160-1000-110002-060	\$200.00
	Kingsburg Reads One Book/Literacy Committee (2)	\$200	0100-09000-0-1110-2130-110002-060	\$400.00
	Diaper stipends: primary (\$50), secondary (\$25)	\$750/yr	0100-65000-0-5760-1120-210002-000	\$750.00
Technology Committee (1)				\$200.00
				\$3,550.00
District-Wide	High School Tutor Coordinator (split w/KHS)	\$1,200	0100-00000-0-0000-7500-240002-000	\$1,200.00
	District PBIS Coordinator	\$2,500	0100-09000-0-1110-2110-110002-000	\$2,500.00
	District EL/PAC Coordinator	\$2,500	0100-09000-0-4760-2110-110002-000	\$2,500.00
	Intern Support Providers (7); TPSEL Support (0)	\$2,500	0100-00000-0-1110-1000-110002-000	\$17,500.00
	Induction Support Provider (7)	\$2,500	0100-09000-0-1110-2100-110002-000	\$17,500.00
	Summer School Director 2023	\$6,000	0100-32140-0-1172-2700-130002-000	\$6,000.00
	Summer School Teacher 2023	\$4,500	0100-32140-0-1172-1000-110002-000	\$81,000.00
	Summer School Teacher Substitute (teaching credential) 2023	\$300/day	0100-32140-0-1172-1000-110002-000	\$4,000.00
	Summer School Teacher Substitute (substitute credential) 2023	\$175/day	0100-32140-0-1172-1000-110001-000	\$2,625.00
	Summer School paraprofessional (14) 2023	\$19/hour	0100-32140-0-1172-1000-210002-000	\$17,822.00
	Summer Planning 2023	\$40/hr	0100-09000-0-1172-1000-110002-000	\$84,000.00
	EL Summer School Director	\$3,500	0100-09000-0-1172-2700-130002-000	\$3,500.00
	EL Summer School Teacher	\$2,667	0100-09000-0-1172-1000-110002-000	\$2,667.00
	Stipend for MA < 45 Units	\$1,431	0100-00000-0-1110-1000-110002-000	\$1,431.00
	EL Testing & Training (Full/half day)	\$175/\$90 day	0100-00000-0-1110-1000-110004-000	\$14,000.00
	Earned Badges/Badge Project (max. 10 badges per member)	\$100/ea	0100-74220-0-1110-1000-XX0002-000	\$260,000.00
	Safety Committee (8)	\$200	0100-09000-0-1138-1000-110002-000	\$1,600.00
	Safety Committee Chairperson	\$2000/yr	0100-09000-0-1138-2700-230002-000	\$2,000.00
	Student Supports & Intervention	\$40/hour	0100-32140-0-1110-1000-110004-000	\$148,500.00
	SLP Excess Caseload Stipend \$10/week/student >55	TBD	0100-65000-0-5760-3150-120002-000	\$10,000.00
				\$620,345.00
CVHS	EL Site Coordinator (S&C funds in District Wide)	\$500	0100-09000-0-1110-1000-210002-000	\$500.00
	Peach Blossom 2 x \$150	\$150	0100-00000-0-1110-1000-110002-082	\$300.00
	Vertical Math Team (2)	\$200	0100-09000-0-1152-2130-110002-082	\$400.00
	Vertical PE Team (1)	\$200	0100-09000-0-1160-1000-110002-082	\$200.00
	Kingsburg Reads One Book/Literacy Committee (2)	\$200	0100-09000-0-1110-2130-110002-082	\$400.00
Technology Committee (1)				\$200.00
				\$2,000.00

Kingsburg Elementary Charter School District

Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

**All Board items are subject to approval by the Board President.*

1. Agenda Item:

Legal Services Agreement with Atkinson, Andelson, Loya, Ruud & Romo

2. Agenda Item Category:

- ☒ **Consent Agenda**
- ☐ **Action Item**
- ☐ **Presentation**
- ☐ **Public Hearing**
- ☐ **Closed Session**

3. Submitted By:

Sarah Ballard, Executive Assistant to the Superintendent

4. Attachments:

- ☐ **Not Applicable**
- ☒ **To Be Enclosed with Board Packets**
 - *Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board**

5. Purpose:

Annual legal services agreement July 1, 2023 through June 30, 2024

6. Financial Impact:

Professional hourly rates attached.

7. Funding Source:

0100-00000-0-0000-7100-580018-000

8. District Goals This Item Will Meet:

- ☐ **Increase Student Achievement**
- ☒ **Provide a Safe, Positive and Healthy Learning Environment**
- ☐ **Develop 21st Century Skills by Furthering the Use of Technology in the Classroom**
- ☐ **Increase Parent Involvement and Continue to Promote Public Relations**
- ☒ **Maintain a Sound Fiscal Condition - "Keep the Family Together!"**

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the "Law Firm" and, KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT, hereinafter referred to as "District."

II. PURPOSE

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	\$340
Partners/Senior Counsel	\$320
Senior Associates	\$305
Associates	\$295
Non-Legal Consultants	\$265
Senior Paralegals/Law Clerks	\$240
Paralegals/Legal Assistants	\$230

2. Fixed Fee Services

District agrees to pay the Law Firm a fixed fee for the following services:

A full day of training (up to 8 hours)	\$6,000
A half day of training (up to 4 hours)	\$4,500
A two-hour training	\$3,500

A one-hour training

\$2,500

3. Fee Arrangements for Specialized Legal Services

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the District agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

4. Costs and Expenses

In addition to the fees described above, the District agrees to pay a five percent (5%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the District. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals \$2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a five percent (5%) "consultant processing fee" in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph F., below.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent

of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 60 days will be subject to a 1% per month service charge.

2. The Law Firm shall bill in one-quarter hour increments.
3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour).
4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.
5. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.
6. After the conclusion of a particular engagement (e.g., an investigation) should a need arise for the Firm to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of that engagement, the District shall compensate the Firm at its then applicable rates for time expended, including all required preparation time.

C. Termination of Representation on a Particular Matter

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;
3. Upon a failure of the District to perform any of the District's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;
4. Upon a failure of the District to perform any of the District's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Consent to Joint Representation

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

E. Client Cooperation.

The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the District.

F. Services performed by Law Firm-provided Non-legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

H. Identification of Insurance Coverage

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, you agree that it is your own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure you. If you desire that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between you and the Law Firm to that effect will be required.

I. Miscellaneous

1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

2. The parties agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

IV. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, breach of fiduciary duty, misrepresentation, or conflict of interest, such dispute shall be resolved by confidential and binding arbitration upon the written request of one party after service of that request on the other party.

There are significant advantages and disadvantages of binding arbitration. The parties shall agree on an arbitrator with special skills and experience to hear and determine the dispute unlike in a court proceeding where a judge is assigned. If the parties cannot agree, then the Superior Court of Fresno County shall choose an impartial arbitrator whose decision shall be final and conclusive on all matters.

The parties shall each have the right of discovery in accordance with Code of Civil Procedure Section 1283. Arbitrations conducted pursuant to this agreement permit the same discovery rights as in a court proceeding. Each party shall bear their own costs and attorney fees, including payments to the arbitrator which can be significantly more costly than the filing fee in Court proceedings where costs may be awarded to the prevailing party. Each party to this agreement waives and therefore gives up important constitutional rights in arbitration as the arbitrator's decision is final. There is no right to appeal to challenge any errors made in the arbitration proceeding. Unlike court proceedings, arbitration proceedings are conducted privately and the outcome will remain confidential. There is no right to a trial by a judge or jury of one's peers. There is no limitation on the type of monetary damage that can be awarded by the arbitrator. The client is advised that the client has the right to have an independent lawyer of client's choice review this arbitration provision.

V. DURATION

This Agreement shall commence July 1, 2023 and terminate on June 30, 2024 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the District up to a maximum of five (5) years duration per Education Code section 17596.

Either the District or the Law Firm may terminate this Agreement on thirty (30) days' written notice.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

Dated: _____

By: _____
Mary Beth de Goede, Partner

"District"

KINGSBURG ELEMENTARY CHARTER
SCHOOL DISTRICT

Dated: _____

By: _____
Wesley Sever, Ed.D., Superintendent

Kingsburg Elementary Charter School District Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

**All Board items are subject to approval by the Board President.*

1. Agenda Item:

Contract Services for New Life Physical Therapy Services 2023-2024

2. Agenda Item Category:

☒ **Consent Agenda**

Action Item

Presentation

Public Hearing

Closed Session

3. Submitted By:

Erin Pasillas-Special Education Department

4. Attachments:

Not Applicable

☒ **To Be Enclosed with Board Packets**

***Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board**

5. Purpose:

In order to provide Occupational Therapy services for KESD: therapy, Consultations, assessment plans, and other duties required for the contractor to provide therapy.

6. Financial Impact:

Not to exceed \$15,000 for assessments and therapy for students.

7. Funding Source:

0100-30530-0-0000-3140-580000-000

8. District Goals This Item Will Meet:

☒ **Increase Student Achievement**

Provide a Safe, Positive and Healthy Learning Environment

Develop 21st Century Skills by Furthering the Use of Technology in the Classroom

Increase Parent Involvement and Continue to Promote Public Relations

Maintain a Sound Fiscal Condition - "Keep the Family Together!"



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HEALTHPRO

Requested to
Change address
KJ

SCHOOL STAFFING AGREEMENT

This SCHOOL STAFFING AGREEMENT (this "Agreement") made this 6th day of March, 2023 by and between **Kingsburg Elementary Charter School District** ("School") located at 1801 10th Street, Reedley, CA 93654 and **New Life Physical Therapy Services, P.C., a California P-Corporation, dba HealthPro Pediatrics** located at 2505 W. Shaw Ave. #101, Fresno, CA 93711 ("Provider"). School and Provider also referred to herein individually as the ("Party") and collectively (the "Parties").

WHEREAS, the School provides therapeutic programming, including occupational, physical, and speech therapy services, along with all other Related Service Providers listed on Exhibit A.

WHEREAS, Provider provides fully licensed and qualified therapists and therapy assistants ("Personnel") in various health care settings, including schools and educational systems to provide occupational, physical, and speech therapy services ("Services"); and

WHEREAS, School desires to make arrangements for the provision of Services from Provider.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. TERM.

This agreement shall have an initial term of one (1) year, commencing on August 1, 2023 and expiring on July 31, 2024 unless earlier terminated pursuant to the terms hereof. Unless earlier terminated as provided for in this Agreement, this Agreement shall automatically renew for consecutive additional terms of one (1) year each, unless either Party delivers to the other Party, not less than thirty (30) days prior to the expiration of the preceding term, written notice of such Party's intention not to renew the term of this Agreement.

2. TERMINATION.

Either Party may terminate this Agreement with cause upon thirty (30) days prior written notice to the other Party. Any unsatisfied obligations rising prior to the termination date shall survive the termination date until satisfied. Within fifteen (15) days after this Agreement is terminated for any reason, any manuals, equipment, and supplies belonging to one of the Parties, but in the possession of the other Party, shall be returned at the cost and expense of the Party in possession. Notwithstanding anything herein to the contrary, Section 6, 7, 12, 13 and 14 shall survive the termination of this Agreement.

3. SERVICES.

- (a) **Applicable Rules.** Provider's Personnel shall provide the Services pursuant to the terms and conditions of this Agreement and in accordance with all applicable federal, state, and local laws, rules and regulations; together with all applicable rules and regulations of School's third-party reimbursement payors. School shall notify Provider of all applicable



rules and regulations regarding its third-party reimbursement payors and any changes thereto.

- (b) **Treatment Plan.** Provider's Personnel shall adhere to the scope and limitations set forth in the individual education and/or treatment plan communicated to Provider for each student (except in the case of adverse reaction). Provider agrees to consult with the student's case manager/staffing team in the development of a written plan for each student receiving therapy services from Provider.
- (c) **Licensing.** Services shall be performed only by duly licensed Personnel. Additionally, Personnel shall at all times when providing Services conform to the applicable policies, practices, procedures, and rules set forth by the standards of practice and codes of ethics set forth by their professional associations.

4. SCHOOL TO PROVIDE.

The School shall provide the following:

- (a) **Responsibility.** Maintain full administrative and professional responsibility for the treatment and care of all of its students receiving Services.
- (b) **Schedule.** Schedule students for Provider's Personnel. Scheduling of therapy treatments will be arranged between Provider and the School. Cancellation of any scheduled Services shall be made by the School in advance; otherwise the School shall pay the full amount for the scheduled Services for the day.
- (c) **Cancellation of Services.** The following minimal time frames are acceptable without penalty for cancelled Services provided by Provider:
 - (i) If assignment is 4 weeks or less in duration, a 7-day notice is required to Provider.
 - (ii) More than 4 weeks in duration, a four-week notice is required to Provider, unless otherwise specified in the "Confirmation of Assignment" notice sent prior to initiation of Services.
- (d) **Grievance Process.** A grievance is hereby defined as a claim of a violation of any specific provisions of this Agreement. No grievance shall be considered unless it has first been presented within five (5) working days of the alleged occurrence or the date the School should have reasonable become aware of the incident which is the basis for the grievance. Grievances will be investigated by Provider, and School shall, in good faith, cooperate with Provider in the investigation process of the grievance.



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5. INDEPENDENT CONTRACTOR.

Provider shall provide Services hereunder as an independent contractor for all purposes, including federal tax purposes, and employees of Provider shall not be entitled to any of the rights or privileges established for the employees of the School, including but not limited to: vacations and vacation pay, sick leave with pay, paid holidays, life, accident or health insurance, or severance pay upon termination of this Agreement. The School will not withhold from any payments made to Provider pursuant to this Agreement, any sums for federal, state or local income taxes, unemployment insurance, Social Security, or any other amount which is required by law to be withheld by an employer for an employee. All payments and withholdings of any nature that may be required by law from Provider for Provider's Personnel and employees are Provider's sole responsibility, and Provider covenants and agrees to indemnify and save harmless the School from any and all claims as a result of Provider's failure to make any such payments.

6. COMPENSATION.

- (a) **Service Logs.** Provider shall timely complete and submit to School all necessary billing forms and service logs in a form reasonably acceptable to the School and its payor sources.
- (b) **Invoices.** Provider shall invoice the School for the Personnel provided hereunder at the rates set out on Exhibit A, attached hereto and fully incorporated herein, on or before the 15th day of the month for Services rendered for the preceding month. The invoice shall state:
 - (i) The name(s) of the Personnel/therapist(s) who provided the Services;
 - (ii) Each of the Services provided; and
 - (iii) The dates and number of hours of Services on each date.
- (c) **Payment.** School shall pay Provider the full amount of each invoice on or before the date thirty (30) days from the date of Provider's invoice (the "Due Date"). All amounts not paid within 30 days of the Due Date shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. School must notify Provider in writing of any dispute of any portion of an invoice within thirty (30) days of receipt of the invoice. Failure to notify Provider within this thirty (30) day period shall be deemed School's confirmation of its obligation under this Agreement to pay Provider in full for the invoice.
- (d) **Overtime / Holiday Rate.** Any hours worked over forty (40) per week and over eight (eight) hours per day and up to twelve (12) hours per day at the School by one Provider employee will be billed at time and one-half (1½). Any hours worked over twelve (12) each day or any hours worked on the seventh (7th) day will be billed at double time (2). All hours worked on one of the six major holidays (i.e., New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas) will also be billed at time and one-half (1½).



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7. RECORDS.

- (a) **Individual Student Records.** School and Provider acknowledge and agree that all of School's individual student records within the Premises which are used by the Personnel under this Agreement shall be and remain the property of School. Provider and Provider's Personnel shall have the right to use these records for treatment and other proper business purposes that do not violate patient privacy rights.
- (b) **Government Inquiry.** Pursuant to Subsection 1395 (X)(V)(1)(A) of Title 42 of United States Code, until the expiration of four (4) years after the termination of this Agreement, Provider shall make available, upon written request of the Secretary of the United States Department of Health and Human Service, or upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the Services provided by Provider under this Agreement.
- (c) **Subcontractor Records.** Provider further agrees that in the event Provider carries out any of its duties under this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, such contract shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Service, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.
- (d) **Claim Defense.** Each Party to this Agreement shall make available to the other Party to this Agreement all information in its possession reasonable to the defense of any claim. Should School deny Provider access to any medical or other records pertaining to or regarding Services provided by or on behalf of Provider, School agrees to indemnify and hold Provider harmless from and against any and all costs and damages, including but not limited to attorney's fees and court costs, that Provider may incur as a result of School's denial of access to records; and School agrees and stipulates to Provider's acquisition of an injunction imposed by any court with jurisdiction against School, which such injunction would compel School to grant Provider access to such records.

8. TRAINING.

Provider shall advise and participate in the development of the School's safety and training programs to the extent School requests such service, including School's in-service education training program and, with Provider's prior consent, advise or serve upon any committees designated by the School.

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Within ten (10) days of School's request, Provider shall submit a resume of the qualifications and experience of all individuals who will provide Services to the School on behalf of Provider. The resume shall include, without limitation, proof of current licenses and/or registrations with renewals as applicable, professional memberships, and formal training certifications and/or diplomas within that person's specialty.

- (a) **Premises.** The School shall, at its sole cost and expense and at no cost to Provider, set aside, make available to Provider's Personnel, and maintain within the Premises adequate supplies, reporting forms, equipment, working areas, and storage spaces which are appropriate, in Provider's reasonable determination, to enable Provider to properly provide Services hereunder. Any and all supplies and equipment furnished by Provider and used in the Premises shall remain the sole and separate property of Provider and may be removed by Provider at any time for any reason.
- (b) **License.** Provider and School shall do nothing which would jeopardize the licensure of the School, Provider, or the Personnel or their respective participation in any third party reimbursement program.
- (c) **Compliance.** At all times, School and Provider shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted applicable to the School, the Personnel, and the Services provided hereunder.

(a) **Provider Malpractice Insurance.** Provider shall obtain and maintain professional liability insurance coverage in the minimum amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year, with an insurance carrier or carriers approved and duly authorized to engage in the business of insurance under the laws of the State where the Facility is located, in order to provide adequate liability protection and coverage relating to Provider's performance under this Agreement. Inability to obtain and maintain insurance under this provision shall be, at the School's option, cause for immediate termination by the School of this Agreement. Upon request, Provider shall provide the School with a certificate of insurance upon request in such form as Provider's insurance carrier may issue without additional charge to Provider.

(b) **School Malpractice Insurance.** School shall obtain and maintain general and professional liability insurance coverage in the minimum amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year, with an insurance carrier or carriers approved and duly authorized to engage in the business of insurance under the laws of the State where the Facility is located, in order to provide adequate liability protection and coverage relating to the School's performance under this Agreement. Inability to obtain and maintain insurance under this provision shall be, at



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Provider's option, cause for immediate termination by Provider of this Agreement. Upon request, the School shall provide Provider with a certificate of insurance upon request in such form as the School's insurance carrier may issue without additional charge to the School.

12. INDEMNIFICATION.

Each Party agrees to indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's, or such Party's employees, agents, or contractors, duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which insurer is obligated to defend or satisfy.

13. REPRESENTATION AND WARRANTIES.

- (a) **License.** Provider and School each represent and warrant to the other that each is, together with all of their respective employees, agents, and servants, duly licensed and certified by all applicable local, state, and/or federal agencies to perform the Services and provide all items contemplated herein.
- (b) **Confidential Information.** Neither School nor Provider shall, during or after the term of this Agreement, disclose any confidential information of the other to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever.
- (c) **Non-Solicitation and Buy Out.** (a) With the exception of the Therapist Buy Out provision set forth below in this Section 13(c), it is agreed by and between the Provider and the School that any Therapist providing services under the terms of this Agreement shall not be allowed to and shall not solicit for or provide private services to students served by the Therapist under this Agreement. Neither party shall solicit or offer employment to any therapist employed by the other party during the term of this Agreement and for a period of twelve (12) months following its termination. (b) Therapist Buyout: Section 13(c) above notwithstanding, the School may hire a Therapist of Provider under the following conditions: (i) following a Therapist's completion of one assignment of at least 1,350 hours the School can hire the Therapist upon payment to Provider of a one-time buyout fee of \$10,00.00; or (ii) following a Therapist's completion of two assignment of at least 1,350 hours each the School can hire the Therapist upon payment to Provider of a one-time buyout fee of \$3,500.00.

14. DAMAGES.

In the event School breaches Section 13 of this Agreement, Provider shall be entitled to, and School hereby agrees to, any one or more of the following, selected by Provider in its sole and absolute election, in addition to such other remedies as may be available to Provider for such breach:



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- (a) **Injunction.** An injunction preventing School, for a period of two (2) years following the termination of this Agreement, from employing, contracting with, or using the services of an employee of Provider who had supplied Services to School under this Agreement; or
- (b) **Damages.** A judgment for liquidated damages in the amount of Fifty Thousand Dollars (\$50,000.00) for each Personnel or employee employed, contracted with, or used in violation of Section 13 of this Agreement.

15. MISCELLANEOUS.

- (a) **Amendment.** No amendment, revocation, change or modification of this Agreement shall be valid unless the same be in writing and signed by the Parties hereto.
- (b) **Assignment.** This Agreement may not be assigned by a Party without the express prior written consent of the other Party.
- (c) **Authority.** Each Party represents and warrants to the other Party that:
 - (i) It has the full power and authority to enter into and perform this Agreement; and
 - (ii) Each Party further acknowledges that it has read this entire Agreement, understands it, and agrees to be bound by it.
- (d) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
- (e) **Enforcement Costs.** If any legal action or other proceeding, including arbitration, is brought by Provider or School for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement the prevailing Party shall be entitled to recover reasonable attorney's fees, court costs and other expenses, incurred in that action or proceeding, including all appeals, in addition to any other relief to which Provider may be entitled.
- (f) **Entire Agreement.** This Agreement (together with all attachments hereto) contains a complete statement of all of the terms of this Agreement between the Parties with respect to the matters provided for herein and supersedes any previous agreements and understandings (whether written or oral) between the Parties. All attachments to this Agreement shall be deemed part of this Agreement and incorporated as if fully set forth herein.
- (g) **Force Majeure.** In the event Provider is prevented from providing Services pursuant to the terms of this Agreement by forces or events beyond its control, Provider's noncompliance shall be excused for the duration of such force or event.
- (h) **Governing Law.** This Agreement shall be governed in accordance with the laws of the State where the Facility is located.



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- (i) **Headings.** The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.
- (j) **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth above or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party.
- (k) **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
- (l) **Successors.** This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Parties, and their respective legal representatives, heirs, successors and assigns, except as expressly prohibited herein.
- (m) **Waiver.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.
- (n) **Health Insurance Portability and Accountability Act.** The Parties agree to be bound by the Business Associate Agreement set out in Exhibit B, attached hereto and fully incorporated herein.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date written below.

Kingsburg Elementary Charter School District

By: 

Print Name: Erin Pasillas

Its: Director of Special Education

Date: 4/20/2023

**New Life Physical Therapy Services, P.C.,
dba HealthPro Pediatrics**

By: 

Print Name: Hilary G. Forman

Its: President

Date: 3/22/2023 | 8:21 AM EDT



Exhibit A

Hourly Bill Rates: Related Service Providers
Effective Date: January 1, 2023

Services for 2022-2023	Hourly Rates:
Language and Speech (415)	\$120
Language and Speech (415) – Licensed SLPA	\$85
Occupational Therapy (450)	\$120
Occupational Therapy (450) – Licensed Certified OT Assistant	\$85
Physical Therapy (460)	\$120
Physical Therapy (460) – Licensed OT Assistant	\$85
Health and Nursing: Specialized Physical Care (435) – RN	\$100
Health and Nursing: Specialized Physical Care (435) – LVN	\$75
Health and Nursing: Other Services (436) – RN	\$95
Health and Nursing: Other Services (436) – LVN	\$75
Health and Nursing: Other Services (436) – CNA / Health Aide	\$48
Behavior Intervention Services Implementation (535) – BCBA (Assessment Only)	\$200
Behavior Intervention Services Implementation (535) – BCBA	\$115
Behavior Technician	\$48
Individual Counseling (510)	\$89
Counseling & Guidance (515)	\$89
Parent Counseling (520)	\$89
Social Work Services (525)	\$89
School Psychologist (530)	\$130
Adapted Physical Education (425)	\$100
Assistive Technology Services (445)	\$100
Special Education Teacher	\$85 to \$99
Assistive Technology Services - Credentialed and Classified	\$100
Teacher Assistant/Paraprofessional/Facilitator	\$38

The above listed Related Service Providers are guaranteed to work 40.0 hours per week, unless agreed to in writing by both parties prior to commencement of services. However, if school is closed, for example, in observance of a holiday, Provider will not be billed for those hours. Provider will only bill for hours worked by Related Service Provider, therefore, for example, if Related Service Provider calls out sick, Provider will not bill School District.

Additional Charges may also apply if Provider is required to provide software such as: teacher planning programs software, diagnostic tools / assessment kits, testing protocols and all materials purchased for students.

Overtime hours must be pre-approved by authorized school district representative and authorized Provider representative.



Exhibit B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is effective as of **March 6, 2023** and is by and between **Kingsburg Elementary Charter School District** (“Covered Entity”) and **New Life Physical Therapy Services, P.C., a California P-Corporation, dba HealthPro Pediatrics** (“Business Associate”).

RECITALS

Covered Entity and Business Associate are parties to an agreement or arrangement pursuant to which Business Associate performs certain services for Covered Entity.

In connection with the performance of its services, Business Associate may receive from, or create or receive on behalf of Covered Entity health information that is considered PHI (as defined below).

To the extent that such PHI is shared between the parties, this Agreement shall apply and shall set forth the party’s obligations with respect to such PHI.

The provisions of this Agreement shall become binding on the parties beginning on the date on which PHI is first shared between the parties and shall terminate in accordance with the terms of this Agreement.

TERMS

1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules (as defined below), the HITECH Standards (as defined below) or any future regulations promulgated or guidance issued by the Secretary (as defined below) thereunder.

- a) Breach. “Breach” shall have the same meaning as the term “breach” at 45 C.F.R. § 164.402.
- b) Electronic Health Record. “Electronic Health Record” shall mean an electronic record of health-related information on an Individual (as defined below) that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- c) Electronic PHI. “Electronic PHI” shall have the same meaning as the term “electronic PHI” at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d) HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, and the implementation regulations thereunder, including without limitation the HIPAA Rules (as defined below) and the HITECH Standards (as defined below), and all future regulations promulgated thereunder.
- e) HIPAA Rules. “HIPAA Rules” means the Privacy Rule (as defined below) and the Security Rule (as defined below).
- f) HITECH Standards. “HITECH Standards” means Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), found at Title XIII of the American Recovery and Reinvestment Act of 2009, and any regulations promulgated thereunder, including all amendments to the HIPAA Rules.



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- g) Individual. "Individual" shall have the same meaning as the term "individual" at 45 C.F.R. § 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- h) Privacy Rule. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164.
- i) Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, and any amendments thereto, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- j) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- k) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- l) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- m) Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic PHI at 45 C.F.R. Parts 160, 162, and 164.
- n) Unsecured PHI. "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

2. Relationship of Parties

In the performance of the work, duties and obligations described in this Agreement or under any other agreement between the parties, the parties acknowledge and agree that each party is at all times acting and performing as an independent contractor and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.

3. Ownership of PHI

Business Associate acknowledges that all right, title and interest in and to any PHI furnished to Business Associate vests solely and exclusively with Covered Entity or the Individual to whom such PHI relates.

4. Obligations and Activities of Business Associate

- a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement, any underlying agreement between the parties, or as Required by Law.
- b) Business Associate will make reasonable efforts, to the extent practicable, to limit requests for and the use and disclosure of PHI to a Limited Data Set (as defined in 45 C.F.R. § 164.514(e)(2)) or, if needed by Business Associate, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request, and as applicable, in accordance with the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for Business Associate to perform its obligations to Covered Entity under this Agreement, any underlying agreement, or as Required By Law.
- c) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement.
- d) Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate



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shall comply with the applicable requirements of the Security Rule in the same manner such provisions apply to Covered Entity.

- e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- f) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware. To the extent that Business Associate creates, receives, maintains or transmits Electronic PHI, Business Associate agrees to report as soon as practicable to Covered Entity any Security Incident, as determined by Business Associate, involving PHI of which Business Associate becomes aware. Notwithstanding the foregoing, Business Associate and Covered Entity acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and Covered Entity acknowledges and agrees that no additional notification to Covered Entity of such unsuccessful Security Incidents is required. However, to the extent that Business Associate becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, Business Associate shall notify Covered Entity of these attempts and provide the name, if available, of said party. At the request of Covered Entity, Business Associate shall identify the date of the Security Incident, the scope of the Security Incident, Business Associate's response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known.
- g) Following Business Associate's discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach without unreasonable delay, and in no event later than ten (10) calendar days after Business Associate, or any of its employees or agents, discovered the Breach. Such notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach and any other information available to Business Associate about the Breach which is required to be included in the notification of the Breach provided to the Individual in accordance with 45 C.F.R. §164.404(c). A Breach of Unsecured PHI shall be treated as discovered as of the first day on which such Breach is known to Business Associate or should have been known to Business Associate by exercising reasonable diligence.
- h) In accordance with 45 C.F.R. §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Moreover, Business Associate agrees to ensure any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's Electronic PHI.
- i) Business Associate shall provide access, at the request of Covered Entity, and in a time and manner mutually acceptable to Business Associate and Covered Entity, to PHI in a Designated Record Set to Covered Entity, or, as directed by Covered Entity, to an Individual or another person properly designated by the Individual, in order to meet the requirements under 45 C.F.R. § 164.524. If Business Associate maintains PHI electronically in a Designated Record Set and if the Individual requests an electronic copy of such information, Business Associate must provide Covered Entity, or the Individual or person properly designated by the Individual, as directed by Covered Entity, access to the PHI in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual. Any fee that Business Associate may charge for such



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electronic copy shall not be greater than Business Associate's labor and supply costs in responding to the request.

- j) Business Associate agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in a time and manner mutually acceptable to Business Associate and Covered Entity.
- k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. As of the compliance date set forth in the regulations promulgated under HITECH or as otherwise determined by the Secretary, in addition to the accounting of disclosure obligations required under 45 C.F.R. § 164.528, Business Associate shall account for all disclosures of PHI made through an Electronic Health Record in accordance with the HITECH Standards and any future regulations promulgated thereunder.
- l) Within ten (10) business days (or such other date that Business Associate and Covered Entity may reasonably agree upon) of receiving written notice from Covered Entity that Covered Entity has received a request for an accounting of disclosures of PHI, Business Associate agrees to provide to Covered Entity information collected to permit Covered Entity to make the accounting required in accordance with 45 C.F.R. § 164.528.
- m) Business Associate shall make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.
- n) To the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such delegated obligation.

5. General Use and Disclosure Provisions

Except as otherwise limited in this Agreement:

- a) Business Associate reserves the right to **use** PHI for the proper management and administration of Business Associate, to carry out the legal responsibilities of Business Associate, and to provide data aggregation services to Covered Entity.
- b) Business Associate may **use or disclose** PHI to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- c) Business Associate may **disclose** PHI in its possession for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that such PHI will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.



6. Obligations of Covered Entity

- a) Covered Entity shall notify Business Associate in writing of any limitation(s) in its notice of privacy practices, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any change in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect Business Associate's permitted or required use or disclosure of PHI.
- c) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use and/or disclosure of PHI, which Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity shall have entered into "Business Associate Agreements" with any third parties (e.g., case managers, brokers or third-party administrators) to which Covered Entity directs and authorizes Business Associate to disclose PHI.

7. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity.

8. Term and Termination

- a) Term. The term of this Agreement shall commence on the Effective Date, and shall terminate when Business Associate ceases providing services to or for Covered Entity that involves creating, receiving, maintaining or transmitting PHI on behalf of Covered Entity.
- b) Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall either:
 - i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
 - iii) Business Associate shall ensure that it maintains the termination rights in this Section in any agreement it enters into with a subcontractor pursuant to Section 4(h) hereof.
- c) Effect of Termination.
 - i) Except as provided in paragraph (ii) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain copies of the PHI.



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- ii) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon determination that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.

9. Miscellaneous

- a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended and for which compliance is required.
- b) Amendment. No change, amendment, or modification of this Agreement shall be valid unless set forth in writing and agreed to by both parties. Notwithstanding the foregoing, the parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary from time to time for the parties to comply with the requirements of HIPAA. Covered Entity shall provide written notice to Business Associate to the extent that any final regulation or amendment to final regulations promulgated by the Secretary under HITECH requires an amendment to this Agreement to comply with HIPAA. The parties agree to negotiate an amendment to the Agreement in good faith; however, either party may terminate this Agreement upon ninety (90) days written notice to the other party if the parties are unable to reach an agreement.
- c) Survival. The respective rights and obligations of Business Associate under Section 8 of this Agreement shall survive the termination of this Agreement, unless expressly stated otherwise.
- d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA.
- e) Notice. Any notice, report or other communication required under this Agreement shall be in writing and shall be delivered personally, telegraphed, emailed, sent by facsimile transmission, or sent by U.S. mail.
- f) Governing Law. The rights, duties and obligations of the parties to this Agreement and the validity, interpretation, performance and legal effect of this Agreement shall be governed and determined by applicable federal law with respect to the Privacy Rule and the Security Rule and otherwise by the laws of the State where the Facility is located.
- g) Counterparts. This Agreement may be executed in one or more original counterparts and will become operative when each party has executed and delivered at least one counterpart. Each original counterpart will be deemed to be an original for all purposes, and all counterparts will together constitute one instrument.
- h) Signatures. This Agreement may be signed electronically and delivered by email, facsimile or similar transmission, and an email, facsimile or similar transmission evidencing execution, including PDF copies of executed counterparts, will be effective as a valid and binding agreement between the Parties for all purposes.



IN WITNESS THEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

COVERED ENTITY

Kingsburg Elementary Charter School



Authorized Signature

Erin Pasillas, Director of Sp. Ed.
Name and Title

4/20/2023
Date

BUSINESS ASSOCIATE

New Life Physical Therapy Services, P.C.,
dba HealthPro Pediatrics

DocuSigned by:

748703B2500840F...
Authorized Signature

Hilary G. Forman, President
Name and Title

3/22/2023 | 8:21 AM EDT

Date



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HEALTHPRO PEDIATRICS

Exhibit C

Confirmation of Agreement: August 1, 2023 to July 31, 2024

New Life Physical Therapy Services, P.C., a California P-Corporation, dba HealthPro Pediatrics agrees to provide Occupational Therapy to **Kingsburg Elementary Charter School District** understands that Provider's ability to provide services is subject to the availability of the employee. Unforeseen circumstances (i.e. maternity leave, medical leave, therapist moving) can impact availability of an employee. Provider will do best to ensure that these unforeseen circumstances are covered, but cannot guarantee to do so based on the shortage of therapists and special educators in California.

Specialty/Discipline:	Occupational Therapy
Method of Service Delivery:	Onsite and Virtual
If Onsite is Not Available, are you open to virtual:	Yes / No
Start Date:	August 1, 2023
End Date:	July 31, 2024
Daily Rate:	N/A
Hourly Rate:	\$120 OTR
Overtime:	N/A
Positions Requested by District:	Occupational Therapist Registered
Projected work days for School Year:	36 school days (2 to 6 hours per day)
Total Cost to District:	\$8,640 to \$25,920
Additional Cost: ESY / Compensatory Services	\$120/ hour OTR
Cancellation Notice	45 Days
Invoice Submitted to District By:	The 5 th of Each Month
Payment by District:	Due 30 days upon receipt
Billing Contact: Name	Erin Pasillas
Billing Contact: Email	epasillas@kesd.org
Billing Contact: Address, State, Zip	1310 Stroud Avenue Kingsburg, CA 93631
Invoices Will Continue to Be Emailed To:	epasillas@kesd.org
Cell number for texting or if there is an emergency	(559) 859-5439

Scope of Work Summary: **Direct Services** include direct contact with student(s), consultation, compensatory services, evaluation reports, goal development, service documentation, and attendance in IEP meetings.

Indirect Services include travel, phone calls, set-up, treatment planning, and staff collaboration.

Kingsburg Elementary Charter School District

Signature of Authorized Representative

Name:

Date:

Erin Pasillas
4/20/2023

**New Life Physical Therapy Services, P.C., dba
HealthPro Pediatrics**

Signature of Authorized Representative

Name: John Goodfellow

Date: April 3, 2023

Kingsburg Elementary Charter School District

Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

****All Board items are subject to approval by the Board President.***

1. Agenda Item:

Medical Billing Technologies Renewal Contract

2. Agenda Item Category:

X Consent Agenda

Action Item

Presentation

Public Hearing

Closed Session

3. Submitted By:

Bobby Rodriguez, Chief Business Official

4. Attachments:

Not Applicable

✓ To Be Enclosed with Board Packets

***Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board**

5. Purpose:

To continue partnering with Medical Billing Technologies (MBT) for our LEA Medi-Cal Billing Option Program. They assist us with completing required reports and forms from the Department of Health Care Services (DHCS). They perform their own audit to ensure that we are in compliance and able to bill the practitioners appropriately.

6. Financial Impact:

\$5,940

7. Funding Source:

Resource 90530

8. District Goals This Item Will Meet:

Increase Student Achievement

✓ Provide a Safe, Positive and Healthy Learning Environment

Develop 21st Century Skills by Furthering the Use of Technology in the Classroom

Increase Parent Involvement and Continue to Promote Public Relations

✓ Maintain a Sound Fiscal Condition - "Keep the Family Together!"

Subject: New MBT Agreements as of the 2023-24 School Year**Date:** 03/24/2023

To our valued partners,

Thank you for your ongoing partnership in the LEA Medi-Cal Billing Option Program (LEA BOP). We are honored that you continue to choose Medical Billing Technologies (MBT) to manage your billing and program administration.

As you may be aware, State Plan Amendment (SPA) 15-021 was implemented at the beginning of the 2020-21 school year. This implementation has modified the nature of our partnership and duties needed to support a successful LEA program. It also means substantially increased reimbursements for California schools!

Some of the major changes include (but are not limited to):

- implementation and management of the Random Moment Time Survey (RMTS) process
- addition of new practitioner types qualified to participate in the LEA BOP
- updates to the annual Cost Reimbursement Comparison Schedule (CRCS) report

Because of the significance of these adjustments, MBT is choosing to exercise the Contract Duration and Termination clause of our current LEA Billing Services Contract as of 06/30/2023. Attached is our **updated LEA Billing Services Contract** that more accurately reflects the responsibilities of both MBT and LEAs under the new LEA BOP guidelines - effective 07/01/2023.

If you and your team have any questions after reviewing the **LEA Billing Services Contract**, please feel free to reach out. I would be glad to schedule a meeting to review the terms of these agreements and any impacts the LEA BOP changes will have on your LEAs reimbursements.

Sincerely,
Reid Stephens



Medical Billing Technologies, Inc.
President of Business Operations
rmstephens@mbt4schools.com
(559) 901-6023

LEA Medi-Cal Direct Billing Program OptiServices Contract

This Agreement is made this 1st day of July, 2023, between MEDICAL BILLING TECHNOLOGIES, INC, hereinafter called "MBT" and KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT, hereinafter called "CLIENT". This Agreement states the terms and conditions under which MBT will provide services on behalf of CLIENT under the Local Education Agencies (LEA) Medi-Cal Billing Option Program.

1. MBT Responsibilities: MBT shall provide the following services to CLIENT:

- a. If not already completed, MBT will assist CLIENT in completing its application with the Department of Health Care Services (DHCS) to become a Medi-Cal provider, and track progress of enrollment to activation.
- b. Work with CLIENT's designated LEA Coordinator.
- c. Complete analysis of CLIENT's LEA Medi-Cal Billing Option Program and conduct annual strategic planning, assisting CLIENT to incorporate best practices to optimize reimbursement opportunities.
- d. Provide recommended billing tools and access to online claims entry application for submission of LEA Medi-Cal claims.
- e. Upon commencement of services, and monthly thereafter, submit CLIENT's student enrollment data to Medi-Cal for purposes of Medi-Cal's determination whether the student is eligible for Medi-Cal, and provide CLIENT the results of Medi-Cal's eligibility determination.
- f. Provide access to quarterly reports to inform CLIENT of status of achievement of strategic plan.
- g. Assist in the development and implementation of prescriptions, protocols, and referral procedures.
- h. Provide practitioner LEA billing training and training materials to enable CLIENT personnel and contractors to successfully complete documentation necessary for submission of LEA Medi-Cal Billing Option Program claims. In providing such training MBT does not provide legal advice but relies on guidelines published by DHCS. MBT is not responsible for any change in DHCS guidelines, changes in State or Federal laws, rules, or regulations, or any change in DHCS interpretation of State or Federal laws, rules, or regulations or its own guidelines.
- i. As directed by CLIENT, MBT will submit CLIENT's LEA Medi-Cal Billing Option Program billing via electronic transmission within forty-five (45) business days of receipt of all necessary data from CLIENT, properly completed and certified by CLIENT.
- j. Track and follow up with practitioners to assure claims are submitted in a timely manner in order to optimize reimbursements.
- k. Provide assistance to CLIENT in the event of a DHCS audit. The form of such assistance shall be solely at the discretion of MBT.
- l. Comply with federal Family Educational Rights and Privacy Act (FERPA) regulations. Standards for electronic submissions and firewalls have been instituted to block entry into the MBT server and protect against internet attacks. The MBT network server is contained in a secure data center; all unused confidential information is shredded. All MBT staff are trained in HIPAA/FERPA regulations and are required to sign a statement of confidentiality. Student information sent from MBT to CLIENT will be encrypted and password protected.
- m. At CLIENT's request, MBT will provide electronic submission of Doctor Orders, Referrals, and Prescriptions (ORP) to CLIENT's contracted Physician/Licensed Provider.
- n. At CLIENT's request, MBT will provide Cost Reimbursement Comparison Schedule (CRCS) completion services to CLIENT in compliance with current program regulations. CLIENT shall be responsible for providing necessary fiscal reports to MBT upon request and in a timely manner, according to instructions developed by MBT.
- o. Grant CLIENT a non-exclusive, non-transferable, worldwide right to use the HOSTED SERVICE (defined herein as MBT's online service accessed at a web site or IP address designated by MBT) as more fully set forth in Section 3 herein.

2. Client Responsibilities: CLIENT shall do and perform each of the following:

- a. Register and become an authorized LEA Medi-Cal provider under the rules of the Department of Health Care Services (DHCS).

- b. Designate an LEA Program Coordinator.
 - c. Provide to MBT on a quarterly basis, and more often if requested by MBT, complete district enrollment data which shall include the students' names, birth dates and gender for purposes of verifying Medi-Cal eligibility with DHCS, and all information required to bill for CLIENT any LEA Medi-Cal or other health covered student, including but not limited to a complete list of students with IEPs in place, a complete list of students with Individual Health Service plans in place, and a list of students CLIENT has determined qualify for specialized medical transportation through the LEA Medi-Cal Billing Option Program.
 - d. Determine whether the services provided to students are eligible for reimbursement through the LEA Medi-Cal Billing Option Program and so advise MBT.
 - e. Fully and accurately complete and submit billing using MBT's OptiClaim software or electronic upload. Billing forms must include student name, date of birth, date of service, service provided, length of service (when applicable) location of the service, and the practitioner's name.
 - f. Maintain all LEA Medi-Cal Billing Option Program billing documentation as required by State and Federal laws, rules, and regulations for audit purposes and for such period of time as required by State and Federal laws, rules, and regulations.
 - g. Provide access by MBT staff to CLIENT'S practitioners and ensure reasonable availability of practitioners for follow up activities.
 - h. Assure CLIENT administration support of practitioner participation in the LEA Medi-Cal Billing Option Program and encourage and emphasize the importance of practitioner involvement in such Program.
 - i. Comply with all rules and regulations of DHCS and other applicable government agencies pertaining to providing services, recordkeeping, and retention for the LEA Medi-Cal Billing Option Program.
 - j. If MBT is providing Prescription, Referral and Doctor Order (ORP) processing services, CLIENT shall provide all necessary information to MBT in order to electronically submit the ORP to CLIENT's contracted Physician/Licensed Provider for review.
 - k. If MBT is providing CRCS completion services to CLIENT, CLIENT shall provide all necessary documents and records to MBT necessary to complete the CRCS within 60 days of MBT's request each year.
 - l. If MBT is providing Medi-Cal Administrative Activities (MAA) quarterly invoicing services to CLIENT, CLIENT shall provide all necessary documents and records to MBT necessary to complete the MAA invoice within 60 days of MBT's request. Such documents and records shall be provided to MBT in a format consistent with MBT's systems requirements.
 - m. Execute such other and further documents, including the annual report, as may be required by DHCS in order to carry out the purpose of this Agreement.
 - n. CLIENT is responsible for all activity occurring under CLIENT user accounts in the HOSTED SERVICE and will abide by all applicable laws, treaties and regulations in connections with its use of the HOSTED SERVICE.
3. **HOSTED SERVICE License Grant & Restrictions:** MBT hereby grants CLIENT a non-exclusive, non-transferable worldwide right to use the HOSTED SERVICE, solely for CLIENT's own internal business purposes, subject to the terms and conditions set forth in this Agreement.
- a. **CLIENT agrees not to:** (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the HOSTED SERVICE; (ii) modify or make derivative works based upon the HOSTED SERVICE; or (iii) reverse engineer the HOSTED SERVICE.
 - b. **CLIENT will not:** (i) knowingly send or store infringing, obscene, libelous or otherwise unlawful or tortious material to the HOSTED SERVICE; (ii) knowingly send or store material containing viruses, worms, Trojan horses or other harmful computer code, files or programs to or from the HOSTED SERVICE; (iii) knowingly interfere with or disrupt the integrity or performance of the HOSTED SERVICE; (iv) attempt to gain unauthorized access to the HOSTED SERVICE or its systems or networks; or (v) use the HOSTED SERVICE in violation of applicable law.

- c. **CLIENT DATA (defined herein as any data, information, or material provided by CLIENT to the HOSTED SERVICES):** MBT does not own any CLIENT DATA. CLIENT DATA is CLIENT's proprietary and confidential information and will not be accessed, used or disclosed by MBT except as set forth in this Agreement, and except for the limited purpose of supporting CLIENT's use of the HOSTED SERVICE. CLIENT has sole responsibility for the accuracy, legality, reliability, and intellectual property ownership to use the CLIENT DATA.

- i. **Transmission of CLIENT DATA:** Client shall transfer CLIENT DATA to MBT by use of a secure server through the MBT website, or through CLIENT's secure server. CLIENT shall not email CLIENT DATA to MBT. MBT shall not be liable or responsible for any breach of CLIENT DATA sent via an unsecured serve.

- d. **Intellectual Property Ownership:** MBT owns all right, title and interest, including all related INTELLECTUAL PROPERTY RIGHTS (defined herein as patent rights, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secret rights, and all other intellectual property rights, derivations thereof as well as other forms of protection of a similar nature), in and to the MBT TECHNOLOGY (defined herein as all MBT proprietary technology made available to CLIENT in providing the HOSTED SERVICE), CONTENT (defined herein as the information, documents, software, products, and services made available to CLIENT), and the HOSTED SERVICE. This Agreement is not a sale and does not convey any rights of ownership in the HOSTED SERVICE.

4. **Payment:** CLIENT shall pay to MBT as compensation:

Eight percent (8%) of the total reimbursement received by CLIENT, but not to exceed \$10,000.00 per year. MBT will invoice CLIENT at the onset of this agreement for a portion of the total fee as indicated by the fee structure selected below. The remainder will be invoiced by MBT to CLIENT when the cost settlement is released by DHCS:

- ☐ A flat rate of \$550.00 per month, to be paid within 30 days of receipt of monthly invoice; or
- ☒ An annual lump sum of \$5,940.00, payable within 30 days of receipt of invoice (representing an annual discount of ten percent (10%).

CLIENT's payment selection shall be evidenced by the checking of the box next to the option selected above.

MBT will issue a final invoice to the CLIENT once the final reconciliation of claims from the fiscal year has been approved and paid by DHCS. MBT will deduct one hundred percent (100%) of the initial flat fee from the final invoice.

The following fees will be charged for additional services provided at the specific request of CLIENT:

a. **Occupational Therapy Prescriptions, Physical Therapy Prescriptions, Mental Health Referrals, Doctors Orders (hereinafter collectively "ORP") and Speech Protocols:**

At CLIENT's request, MBT will electronically process any necessary ORP for any Occupational Therapy services, Physical Therapy services, Mental Health services and Nursing services that the CLIENT provides to students.

CLIENT will pay MBT \$25.00 for each ORP processed by CLIENT's contracted Physician/Licensed Provider, whether the Physician/Licensed Provider approves the ORP or not.

At CLIENT's request, MBT will process a referral for a physician signed speech protocol in compliance with current program regulations. CLIENT will pay MBT \$500.00 for each speech protocol processed by CLIENT's contracted Physician, whether the physician approves the protocol or not.

Rate schedules are subject to change upon thirty (30) days written notice to CLIENT. CLIENT may withdraw its request for MBT to process ORP's and physician signed speech protocols without affecting the other terms of this contract.

b. MAA Invoicing Services

If CLIENT elects to have MBT provide MAA invoicing services to CLIENT, CLIENT shall pay to MBT \$25.00 per quarter per participant included on each invoice, but not less than \$250.00 per quarter and not more than \$5,000.00 per quarter for the completion of each MAA invoice.

If, for any reason a previously completed MAA invoice needs to be recalculated, CLIENT agrees to pay MBT a flat fee of \$150 per MAA invoice recalculation. No fee will be charged where the recalculation is due to an error on the part of MBT.

If, for any reason the CLIENT decides to no longer participate in the MAA Program or does not follow through and complete the MAA process, CLIENT agrees to pay MBT a minimum fee of \$500 for the year.

c. Changes After Submission of Billing:

If CLIENT or CLIENT's providers request changes after MBT's **initial** submission of LEA Medi-Cal Billing Option Program billings, at CLIENT's request MBT shall prepare and submit the Claims Inquiry Form ("CIF") to DHCS to process such change. Because submission of the CIF is labor-intensive, CLIENT shall pay to MBT Ten Dollars (\$10.00) per claim submitted. No fee will be charged where the change requested is due to an error on the part of MBT.

5. **Late Fees:** CLIENT agrees to pay all sums due MBT under this contract within 30 calendar days of receipt of an invoice for services from MBT.

CLIENT will incur a late fee of one and one-half percent (1.5%) per month on amounts unpaid for more than sixty (60) days past the date of invoice.

CLIENT shall, upon request, provide to MBT a copy of all documents and checks received from DHCS evidencing all sums received as a result of the services of MBT. CLIENT shall make all such records available to MBT at reasonable times. MBT shall have the right to audit the records of CLIENT pertaining to LEA Medi-Cal billing.

6. **Document Management:** MBT shall retain in electronic form copies of all LEA Medi-Cal Billing Option bills submitted for CLIENT for a period of five (5) years after the date of submission or such other period as required by law. MBT, upon request, will provide to CLIENT printed copies of such bills. MBT, upon request, shall return to CLIENT all billing forms and other documents provided to MBT for billing purposes. CLIENT shall reimburse MBT for the cost of all containers and for the cost of packing and shipping such documents and records. CLIENT shall retain all such documents and records for at least five (5) years from the date of service or such other duration as may be required by State and Federal laws, rules, and regulations.

7. **Confidentiality Agreement:** All statistical, financial, student and other data relating to the LEA Medi-Cal Billing Option Program billing and the identity of Medi-Cal eligible students shall be held in strict confidence by the parties hereto. The foregoing obligation does not apply to any data that has become publicly available or that is not required to be kept confidential.

The data provided to MBT by the CLIENT will be used for the sole purpose of performing billing for the LEA Medi-Cal Billing Option Program. MBT is responsible to abide by The Health Insurance Portability and Accountability Act (HIPAA) and The Family Educational Rights and Privacy Act (FERPA) and will not share the CLIENT's data with third-party entities except as permitted and required for the LEA Medi-Cal Billing Option Program.

8. **Insurance:** MBT shall, at MBT's expense, obtain and keep in force during the term of this Agreement a policy of Professional Liability for Professional Services Error in the amount of Two Million Dollars (\$2,000,000.00).

9. **Mutual Indemnification and Limitation of Liability:**

- a. CLIENT will indemnify, defend, and hold MBT, and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) a claim by a third party alleging that use of the CLIENT DATA infringes the INTELLECTUAL PROPERTY RIGHTS of a third party; provided in any such case that MBT (a) promptly gives CLIENT written notice of the claim; (b) gives CLIENT sole control of the defense and settlement of the claim; and (c) provides CLIENT all available information and assistance.
 - b. MBT will indemnify, defend and hold CLIENT and CLIENT affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) any breach of confidentiality of CLIENT DATA due to the negligence of MBT or its employees or agents, and (ii) a claim by a third party alleging that the HOSTED SERVICE directly infringes an INTELLECTUAL PROPERTY RIGHT of a third party; provided that CLIENT (a) promptly gives written notice of the claim to MBT; (b) gives MBT sole control of the defense and settlement of the claim; and (c) provides MBT all available information and assistance. MBT's aggregate liability under this subsection (b) of Section 9 is limited to the coverage actually afforded by MBT's insurance policy referred to in Section 8 of this Agreement.
 - c. MBT will use due care in processing the work of the CLIENT based on CLIENT's submission of billing information and CLIENT's determination of eligibility for reimbursement by the LEA Medi-Cal Billing Option Program. MBT will be responsible for correcting any errors which are due to the machines, operators, or programmers of MBT. Such errors shall be corrected at no additional charge to CLIENT. MBT does not guarantee State or Federal approval of billings submitted, and MBT shall not be liable or responsible to CLIENT for DHCS interpretation of State and Federal laws, rules, and regulations, or for changes to State and Federal laws, rules, and regulations, or for claims that are questioned or denied by DHCS or any other State or Federal governmental agency. MBT shall have no liability for CLIENT's inability to provide proper source documentation, including but not limited to Provider records, IEPs, Health Service Plans, and other supporting documentation, to DHCS or any other State or Federal governmental agency.
 - d. Except as specifically set forth in Section 9, subsection (b) of this Agreement, in no event shall MBT's liability for any and all claims against MBT under this Agreement, in contract, tort, or otherwise, exceed the total amount of the fees paid by CLIENT to MBT during the contract term in issue, and MBT shall not be liable under any circumstances for any special, consequential, incidental, punitive, or exemplary damages arising out of or in any way connected with this Agreement.
10. **Contract Duration and Termination:** The term of this Agreement shall commence upon execution of this contract and continue for a period of five (5) school years, through June 30, 2028 ("Termination Date"). On or before March 30 of each school year either party may terminate this Agreement for the upcoming school year by written notice to the other party. CLIENT's access to MBT's OptiClaim software shall cease upon termination or nonrenewal of this Agreement except as specifically set forth herein.

This Agreement may be terminated at any time upon mutual agreement of the parties. In addition, the Agreement shall automatically terminate if CLIENT's participation in the LEA Medi-Cal Billing Program terminates.

Additionally, any breach of CLIENT's payment obligations or unauthorized use of HOSTED SERVICES will be deemed a material breach of this Agreement. MBT may terminate the Agreement, CLIENT account, or CLIENT's use of the HOSTED SERVICE if CLIENT commits a material breach of this Agreement or otherwise fails to comply with this Agreement, and such breach has not been cured within ten (10) days after notice of such breach.

In the event of termination prior to the completion of any school year, MBT shall not be required to provide CRCS completion services to CLIENT for the school year in progress.

11. **Submittals after Termination:** MBT shall, for a period of up to six months after the end of the school year in progress on the date of termination, continue to accept submittals from CLIENT for services provided by CLIENT through the end of the school year in progress on the date of termination, and shall submit billings for such services provided by CLIENT to DHCS for reimbursement. During the period set forth herein CLIENT shall have continued access to MBT's OptiClaim software. MBT shall continue to submit invoices to CLIENT for such billings per the payment schedule set forth in Section 4 above. Any submittals received by MBT from CLIENT for services provided in the school year following the date of termination shall be returned to CLIENT and shall not be processed by MBT for reimbursement.
12. **Notices:** Notices affecting contract terms between the parties shall be in writing and shall be deemed given when (i) personally delivered to the party to whom it is directed; or (ii) five (5) days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to:

<u>MBT</u> Medical Billing Technologies, Inc. Attn: Reid Stephens, President P.O. Box 709 Visalia, CA. 93279	<u>CLIENT</u> Kingsburg Elementary Charter School District Attn: Business Office 1310 Stroud Avenue Kingsburg, CA 93631-1000
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13. **Copyrights:** CLIENT acknowledges and agrees that all manuals and forms ("MBT Documents") provided to CLIENT by MBT shall remain the property of MBT and shall not be duplicated, copied in any manner and access to MBT Documents shall be restricted to employees of CLIENT who need to use MBT Documents in order to satisfy CLIENT'S obligations under this Agreement, without the prior written consent of MBT. All computer programs and materials, including, but not limited to, electronic devices, and the information contained therein are, and shall remain, the property of MBT.
14. **Other Documents:** The parties hereto agree to execute such other and further documents as may be necessary or required by the DHCS to authorize MBT to perform billing services on behalf of CLIENT.
15. **Representations:** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
16. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to MBT providing LEA Medi-Cal billing services to CLIENT and contains all of the covenants and agreements between the parties with respect to such billing services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise with respect to MBT billing services not contained in this Agreement shall be valid or binding.
17. **Modification:** This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by all parties.
18. **Law Governing Agreement:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

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

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

KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT

Authorized Signature

Date

Printed Name

Printed Title

MEDICAL BILLING TECHNOLOGIES, INC.



Reid Stephens, President

03/24/2023

Date

Kingsburg Elementary Charter School District

Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

**All Board items are subject to approval by the Board President.*

1. Agenda Item:

Approval of MOU with CSU-Fresno, Kremen School of Education for Student Teaching

2. Agenda Item Category:

- ☒ **Consent Agenda**
- Action Item**
- Presentation**
- Public Hearing**
- Closed Session**

3. Submitted By:

Carol Bray

4. Attachments:

- Not Applicable**
- ☒ **To Be Enclosed with Board Packets**
 - *Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board*

5. Purpose:

MOU with CSU-Fresno for the purposes of placing student teachers in the District.

6. Financial Impact:

None

7. Funding Source:

N/A

8. District Goals This Item Will Meet:

- ☒ **Increase Student Achievement**
- Provide a Safe, Positive and Healthy Learning Environment**
- ☒ **Develop 21st Century Skills by Furthering the Use of Technology in the Classroom**
- Increase Parent Involvement and Continue to Promote Public Relations**
- ☒ **Maintain a Sound Fiscal Condition - "Keep the Family Together!"**

AGREEMENT BETWEEN
CALIFORNIA STATE UNIVERSITY, FRESNO

Kremen School of Education and Human Development
Credential Programs

AND

Kingsburg Elementary Charter School District

(Agency's Name)

THIS AGREEMENT is made and entered on May 15, 2023 pursuant to Education Code 89036, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "Trustees", on behalf of CALIFORNIA STATE UNIVERSITY, FRESNO, hereinafter called the "Institution", and Kingsburg Elementary called the "Agency".

WITNESSETH:

WHEREAS, the Institution provides an accredited health care or educational program, approved by the Trustees which requires clinical/education experience and the use of clinical/educational facilities; and

WHEREAS, the Agency has facilities and accredited site supervisors/teacher mentors suitable for providing clinical/educational experience for the Institution's program, and

WHEREAS, it is to the mutual benefit of the parties hereto that candidates have opportunities to use the facilities of the Agency for their learning experience.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits derived therefrom, the parties hereto agree as follows:

I. AGENCY SHALL:

- A. Provide facilities as presently available and as necessary for the development and maintenance of a clinical/educational experience for candidates of the program.
- B. Maintain the Agency facilities used for the clinical/educational experience in such a manner that said facilities shall conform to all requirements of applicable State Boards, and/or Business and Professional Codes.

AGREEMENT BETWEEN THE CALIFORNIA STATE UNIVERSITY, CALIFORNIA STATE UNIVERSITY, FRESNO; **Kremen School of Education and Human Development** AND **Kingsburg Elementary Charter School District**

- C. Assure that staff is adequate in number and quality to insure safe and continuous management of the candidate program in cooperation with the Institution's instructors.
- D. Provide instructors and candidates taking part in the field experience, whenever possible, other incidentals that may be mutually agreeable.
- E. Provide emergency first aid for any candidate who becomes sick or injured by conditions arising out of or in the course of said candidate's participation in the clinical experience at the Agency. Provide medical examinations or other protective measures that may be required by the Agency.
- F. Have the right, after consultation with the Institution, to refuse to accept for further clinical/educational experience any of the Institution's candidates who in the Agency's judgment, are not participating satisfactorily.
- G. Permit video capture for candidate reflection and State requirements. Video will only be used for educational purposes and will not be made public.

II. INSTITUTION SHALL:

- A. Designate the candidates who are enrolled in the program of the Institution to be assigned for clinical/educational experience at the Agency, in such numbers as are mutually agreed to by both parties.
- B. Establish a rotational plan for the clinical/educational experience by mutual agreement between appropriate representatives.
- C. Provide external coaching/supervision to the Agency, which will provide the necessary oversight for the clinical/Educational experience program provided for under this agreement. Keep all attendance and academic records of candidates' participation in said program.
- D. Advise every candidate to conform to all applicable Agency policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of the Institution and Agency.
- E. In consultation and coordination with the Agency's representatives, plan for the clinical/educational experience to be provided to candidates under this agreement.
- F. In consultation and coordination with the Agency's staff, periodic conferences between appropriate representatives of the Institution and Agency will be scheduled to provide evaluation and mentoring of the candidate's clinical/educational experience in the program.

AGREEMENT BETWEEN THE CALIFORNIA STATE UNIVERSITY, CALIFORNIA STATE UNIVERSITY, FRESNO; Kremen School of Education and Human Development AND Kingsburg Elementary Charter School District

III. GENERAL PROVISIONS:

- A. Candidates are volunteers of the Agency and entitled to Worker's Compensation coverage. The Institution will provide Worker's Compensation coverage to students for injury or disease arising out of their use of the Agency's facility while participating in the Institution's program.
- B. Trustees shall be responsible for damages caused by the negligent acts of its officers, agents, and employees occurring in the performance of this agreement. Agency shall be responsible for damages caused by the negligent acts of its officers, agents and employees occurring in the performance of this agreement. It is the intention of the Institution and Agency that the provision of this paragraph be interpreted to impose on each party responsibility for the negligent acts of their respective officers, agents, and employees. Candidates/Students will be responsible for their own professional liability insurance.
- C. This Agreement shall become effective on the date of countersignature and shall continue to a period of five (5) years, provided however, it may be terminated by either party after giving the other party sixty (60) days advance written notice of its intentions to so terminate.
- D. There shall be no monetary obligation on the Institution or Agency, one to the other.
- E. This Agreement may at any time be altered, changed or amended by mutual agreement of the parties in writing. Additionally, this Agreement is not legal and binding upon any of the parties concerned until signed on behalf of the Trustees of the Institution, and the Agency.

AGREEMENT No. _____

Page 4 of 4

Any written notice given under this Agreement shall be sent by registered mail to each address below:

Agency Name & Address:

Kingsburg Elementary Charter School District
1310 Stroud Avenue
Kingsburg, CA 93631
(559) 897-2331

Dept. Name & Address:

California State University, Fresno
Procurement & Support Services
5150 N. Maple Ave., M/S JA111
Fresno, CA 93740-8026
(559) 278.2111

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

INSTITUTION
CALIFORNIA STATE UNIVERSITY, FRESNO

By _____
Brian Cotham Date _____
Title: Director of Procurement

By _____
Lisa Kao Date _____

Title: Associate Director, Environmental Health & Safety and Risk Management

AGENCY

By _____
Date _____
Name: Wesley Sever, Ed.D.
Title: Superintendent

Kingsburg Elementary Charter School District

Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

****All Board items are subject to approval by the Board President.***

1. Agenda Item:

MyFCOEPORTAL

2. Agenda Item Category:

**X Consent Agenda
Action Item
Presentation
Public Hearing
Closed Session**

3. Submitted By:

Matt Stovall

4. Attachments:

Not Applicable

✓ To Be Enclosed with Board Packets

***Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board**

5. Purpose:

MyFCOEPORTAL is an online teaching resource and content management system that provides access to multiple online resources.

All resources included within the portal are teacher-reviewed for California standards-alignment, including streaming video, images, audio, and lesson plans. Access to technical support is available Monday through Friday, 7:30AM – 4:00PM during the school year.

Discovery Education: Video Streaming and Tumblebook: Animated Story Books, Read-Alongs, Non-Fiction books, etc.

6. Financial Impact:

\$10,248

7. Funding Source:

LCFF

8. District Goals This Item Will Meet:

✓ Increase Student Achievement

Provide a Safe, Positive and Healthy Learning Environment

✓ Develop 21st Century Skills by Furthering the Use of Technology in the Classroom

Increase Parent Involvement and Continue to Promote Public Relations

Maintain a Sound Fiscal Condition - "Keep the Family Together!"



FCSS-PROVIDED SERVICES AGREEMENT
("Agreement")

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

COVER

Program/Event: **Digital Portal Version "B"**

AGENCY Kingsburg Elementary Charter School District (" Agency ") Attn: Wesley Sever, Ed. D., Superintendent 1310 Stroud Ave. Kingsburg, CA 93631 Phone: (559) 897-2331 Email: wsever@kesd.org	FCSS Fresno County Superintendent of Schools (" FCSS ") Attn: Mark Archon, Director Dept.: Instructional Technology Services Fresno County Office of Education 1111 Van Ness Ave. Fresno, CA 93721 Phone: (559) 497-3797 Email: marchon@fcoe.org
CONTRACT TERM (see § 3.1) "Effective Date": September 1, 2023 "Termination Date": June 30, 2024	TERMINATION DURING CONTRACT TERM (see § 3.2) Ground for termination (<i>mark one</i>): <input type="checkbox"/> With cause <input checked="" type="checkbox"/> With or without cause "Notice Period": At least 30 days before the effective date of termination of this Agreement
CONTRACT AMOUNT AND PAYMENT SCHEDULE (see Art. 2). Agency shall pay FCSS the Contract Amount stated below pursuant to the following " Payment Schedule " (<i>mark one and complete as indicated</i>): <input type="checkbox"/> Payment Schedule 1 – Fixed Installment Payment: \$_____ per month/quarter/year, the sum of all payments shall equal the " Contract Amount " of \$_____. FCSS shall submit each invoice for payment monthly/quarterly/annually to Agency. Agency shall pay FCSS within 30 days after: (A) FCSS has completed the Services required of FCSS for the period for which FCSS requests payment; and (B) Agency has received FCSS' invoice requesting payment for such Services. <input type="checkbox"/> Payment Schedule 2 – Rate/Not-To-Exceed Contract Amount: \$_____ per hour to be billed in 15 minute increment OR pursuant to the rates set forth in Exhibit 1, the sum of all payments shall not exceed the " Contract Amount " of \$_____. FCSS shall submit each invoice for payment monthly/quarterly/annually to Agency. Agency shall pay FCSS within 30 days after: (A) FCSS has completed the Services required of FCSS for the period for which FCSS requests payment; and (B) Agency has received FCSS' invoice requesting payment for such Services. <input type="checkbox"/> Payment Schedule 3 – Entire Contract Amount/Completion Of All Services: Entire " Contract Amount " of \$_____, the invoice for payment of which FCSS shall submit to Agency after FCSS has completed all Services. Agency shall pay FCSS within 30 days after: (A) FCSS has completed all Services required of FCSS under this Agreement; and (B) Agency has received FCSS' invoice requesting payment. <input checked="" type="checkbox"/> Payment Schedule 4 – Other: The " Contract Amount " of \$10,248.00, each invoice for payment of which FCSS shall submit to Agency annually, on or about May 1 st during the contract term. Agency shall pay FCSS through an inter-district of funds on or about May 1 st or within 30 days after FCSS has completed the Services required of FCSS for the period for which FCSS requests payment. Calculation of "Contract Amount" \$4.80 per district enrollment (22-23 CBED) \$4.80 x 2135 = \$10,248.00	
FCSS OBLIGATIONS. Unless specifically stated otherwise on this Cover, FCSS shall provide all labor, materials, supplies, equipment, and transportation necessary to perform the following " Services ":	

1. *What Services will FCSS provide:* MyFCOEPORTAL is an online teaching resource and content management system that provides access to multiple online resources with a single login. The Discovery Education resources will be accessed through a Google single-sign-on via your school district's Google Workspace for Education domain. All resources included within the portal are teacher-reviewed for California standards-alignment, including streaming video, images, audio, and lesson plans. Access to technical support is available Monday through Friday, 7:30AM – 4:00PM during the school year.

FCSS intends to provide the following, or similar, services through MyFCOEPortal:

- (1) Discovery Education: Video Streaming
- (1a) Discovery Education: Teacher Center
- (1b) Discovery Education: Expanded Professional Development
- (1c) Discovery Education: New Content Resources
- (1d) Discovery Education: Lesson Building Tools
- (1e) Discovery Education: Learning Centers in SEL and ELL
- (2) Tumblebook: Animated Story Books
- (2a) Tumblebook: Read-Alongs
- (2b) Tumblebook: Language Learning
- (2c) Tumblebook: Non-Fiction Books

Portal Training is included by number of student accounts:

Student Accounts	# of Trainings
1-250	1 training (2 Hours)
251-500	2 trainings (4 Hours)
500-1000	3 trainings (6 Hours)
1000+	4 trainings (8 Hours)

FCSS reserves the right to change and/or substitute the services listed above as needed at FCSS's sole discretion.

2. *When will FCSS provide the Services:* Service takes place September 1, 2022 – June 30, 2023. Scheduling of service and support will adjust based on district need. The Parties' designated staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.
3. *Where will FCSS provide the Services:* In Fresno County, California at various school sites and to be coordinated and designated by the Agency's staff. The Parties' designated staff may mutually change the location if there is no change to the Contract Amount.

AGENCY OBLIGATIONS. Agency shall perform all obligations required of Agency as set forth elsewhere in this Agreement and the following (*leave blank if no additional obligations*):

District/School is responsible for providing FCSS staff with updated list of teacher email addresses and school site locations. Agency's access to MyFCOEPortal is conditioned upon Agency signing any necessary additional documentation, including, but not limited to any addendum and/or contract regarding student information/privacy.

RECITALS/OTHER TERMS AND CONDITIONS (*leave blank if none*):

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Agency and FCSS, separately referred to as a "**Party**" and collectively as the "**Parties,**" have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

AGENCY

FCSS

By: _____
Print Name:
Title: [Superintendent or Authorized Designee](#)

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

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

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

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

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

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

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

SECTION 1.2 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Party shall comply with all laws and related regulations applicable to its performance of this Agreement, and all laws and related regulations for which it agrees to comply under this Agreement (collectively and separately referred to as "**Applicable Law**") and shall include any amendment thereto and laws and related regulations that are effective as of the Effective Date or that become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an Applicable Law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the Applicable Law in which case the provision in the Applicable Law shall govern to the extent provided in the Applicable Law. Each Party shall comply with the terms and conditions of each grant (if any) that provides funding for this Agreement and all applicable laws, regulations, and requirements.

SECTION 1.3 WORK PRODUCTS AND RIGHTS THERETO. The provisions in this Section shall survive the termination of this Agreement and apply to any Work that a Party prepares for or provides to the other Party pursuant to this Agreement. Each Party's Work shall remain its property and that Party shall have all interests and rights thereto. Each Party grants to the other Party a limited license during the Contract Term to use and reproduce those portions of the other Party's Work necessary for the Party's performance of this Agreement. Upon termination of this Agreement and upon a Party's request, the other Party shall return any or all Work that belongs to the requesting Party. "**Work**" means any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION.

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

Confidential Material. The provisions of this Subsection shall survive the termination of this Agreement.

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

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

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

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

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

- 3.2.1 **TERMINATION FOR CAUSE/WITHOUT CAUSE.** During the Contract Term, a Party may terminate this Agreement as marked on the Cover: (A) *With or Without Cause* – A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover; or (B) *With Cause* – A Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover and an opportunity, within 30 days of the date on which the non-breaching Party received the breaching Party's notice, to cure the material breach and to notify the other Party in writing when such cure has been completed; if the breaching party has not cured the material breach upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30th day or the last day of the extension (if any) without any further notice or action by any Party.
- 3.2.2 **RIGHTS AND OBLIGATIONS UPON TERMINATION.** Upon termination of this Agreement, Agency shall pay FCSS for all Services that FCSS performed before the effective date of termination of this Agreement, such payment to be made within 30 days of the effective date of termination of this Agreement and Agency's receipt of FCSS' invoice. The provisions of this Subsection shall survive the termination of this Agreement.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Agency's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INSURANCE.

Each Party, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance providing coverage that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request: (A) *commercial general liability* with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) *workers compensation* with limits of not less than \$1,000,000 or as required by California laws, whichever is greater; and *employer's liability*

insurance of not less than \$1,000,000; and (C) *commercial automobile liability* covering, at a minimum, non-owned and hired autos and, if there are any autos owned by the Party, then also covering owned autos, with a combined single limit of not less than \$1,000,000 per accident.

ARTICLE 5 INDEMNITY.

Except as stated on the Cover in which case such provisions shall govern to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("**Indemnitor**") shall: (A) indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is *not* any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Agency; (C) an officer, employee, or agent of FCSS; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision, each a "**Determination**," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Agency shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Agency shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Agency shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

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

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that each Party does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

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

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, ***if to FCSS, a copy of any notice and demand by email to: FCSS Legal Services at legalservices@fcoe.org***. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

//



Ace Trophy Shop
1050 Pollasky Ave.
Clovis, CA 93612

Invoice

Date 5/9/2023
Invoice # 51268

Bill To

Kingsburg Elem. Charter School District
Sarah Ballard

Ship To**P.O. #**

Terms

Net 30

Due Date

6/8/2023

Item	Description	Qty	Price	Amount
PLATE	Tent Card	8	12.00	96.00T
ACRYLIC	Our Hero - A806L	15	35.00	525.00T

**TERMS: NET 30 DAYS FROM DATE OF INVOICE
PAST DUE ACCOUNTS CHARGED THE GREATER OF
1 1/2% OR \$5.00 PER MONTH**

Ace Trophy Shop

acetrophyshop@gmail.com
www.acetrophyshop.com

559-299-7476
559-299-2637

Subtotal	\$621.00
Sales Tax (7.975%)	\$49.52
Total	\$670.52
Payments/Credits	\$0.00
Balance Due	\$670.52

Kingsburg Elementary Charter School District Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

**All Board items are subject to approval by the Board President.*

1. Agenda Item:

Executive Business Products

2. Agenda Item Category:

Consent Agenda

☒ Action Item

Presentation

Public Hearing

Closed Session

3. Submitted By:

Bobby Rodriguez, Chief Business Official

4. Attachments:

Not Applicable

☒ To Be Enclosed with Board Packets

**Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board*

5. Purpose:

To continue to update the Washington Front Office with new office furniture. Each office (nurse, secretary, and principal) will have matching furniture with the redesigned front office area.

6. Financial Impact:

\$46,154.38

7. Funding Source:

Resource 67620

8. District Goals This Item Will Meet:

Increase Student Achievement

☒ Provide a Safe, Positive and Healthy Learning Environment

Develop 21st Century Skills by Furthering the Use of Technology in the Classroom

☒ Increase Parent Involvement and Continue to Promote Public Relations

Maintain a Sound Fiscal Condition - "Keep the Family Together!"

ORDER CONFIRMATION**EXECUTIVE BUSINESS PRODUCTS**

3462 W. HOLLAND AVE.
FRESNO, CA 93722

Ph: (559) 224-8300 Fax: (559) 224-8080

Order Number: 0068247
Order Date: 05/05/23
Customer PO:
Account Number: K0101A-01
Salesperson: GARY FIKE

Bill To:
Kingsburg Elem. Charter School
1900 Mariposa Street
Kingsburg CA 93631

Ship To: Danny McIntyre
Kingsburg Elem. Charter School
1900 Mariposa Street
Kingsburg CA 93631

Buyer Phone: (559) 897-6415
Fax: (559) 897-6414
Route/Seq: /0

*** This is not an invoice ***

Line	Item Number	Description	UOM	Qty	Price	Total
1	MORPHEO	NURSE'S OFFICE FURNITURE Furniture Pieces Include: - 66x30 Desk Shell Unit - 2 Pedestal Files - 72x36" Storage Credenza Unit Locking - 72" Wall Mounted Cabinet Wood Doors Locking All Karoo Finish Cubic Handles Anthracite Grey Accents	EA	1	4509.26	4,509.26
2	MORPHEO	SECRETARY'S OFFICE FURNITURE Furniture Pieces Include: - Curved L-shape Main Elliptical Desk - Executive Return Unit 36" w/ Pedestal - Overhead Storage w/ Glass Doors 6ft - (3) Lateral File Storage Cabinet Combo Units - 4ft Round Table w/ Panel Base All Karoo Finish Cubic Handles Anthracite Grey Accents	EA	1	11775.86	11,775.86
3	MORPHEO	PRINCIPAL'S OFFICE FURNITURE Furniture Pieces Include: - Executive Elliptical Main Desk w/ Ped - Elliptical Matching Bridge 3ft - 6ft Credenza Unit - 6ft Overhead Hutch Unit w/ Glass Doors - Lateral File/Bookcase Combo Unit - 4ft Round Table w/ Panel Base All Karoo Finish Cubic Handles Anthracite Grey Accents	EA	1	7086.21	7,086.21
4	FT32C SHIFTER	SHIFTER SIDE CHAIRS W/ ARMS Black Frame/Legs Black MMC Exact Mesh Back Crepe 2.0 - CBT06 Seat 12 Chairs w/ Casters 4 Chairs No Casters	EA	8	694.44	5,555.52
5	DELIVERY	& DROP-OFF Groupe Lacasse Morpheo Series Desking Lead Time 4-5 Weeks Karoo Finish Finish Colors To Match Provided Renderings No Kickplate Option on Desking	EA	1	1495.00	1,495.00

(Continued.../)

ORDER CONFIRMATION**EXECUTIVE BUSINESS PRODUCTS**

3462 W. HOLLAND AVE.
FRESNO, CA 93722
Ph: Ph: (559) 224-8300
Fax: Fax: (559) 224-8080

Order Number: 0066247
Order Date: 05/05/23
Customer PO:
Account Number: K0101A-01
Salesperson: GARY FIKE

Line	Item Number	Description	UOM	Qty	Price	Total
------	-------------	-------------	-----	-----	-------	-------

Subtotal	30,421.85
Shipping	0.00
Sales Tax	2,540.22
Order Total	32,962.07

Order Taker: brad fike

Nurse's Office



Secretary's Office



Secretary

14' 6"

5' 3"

243665LFBT

243665LFBT

8014S/7700F

EMC72216T

6' 6"

1700

1700

3084G CASTORS

3084G CASTORS

3084G CASTORS

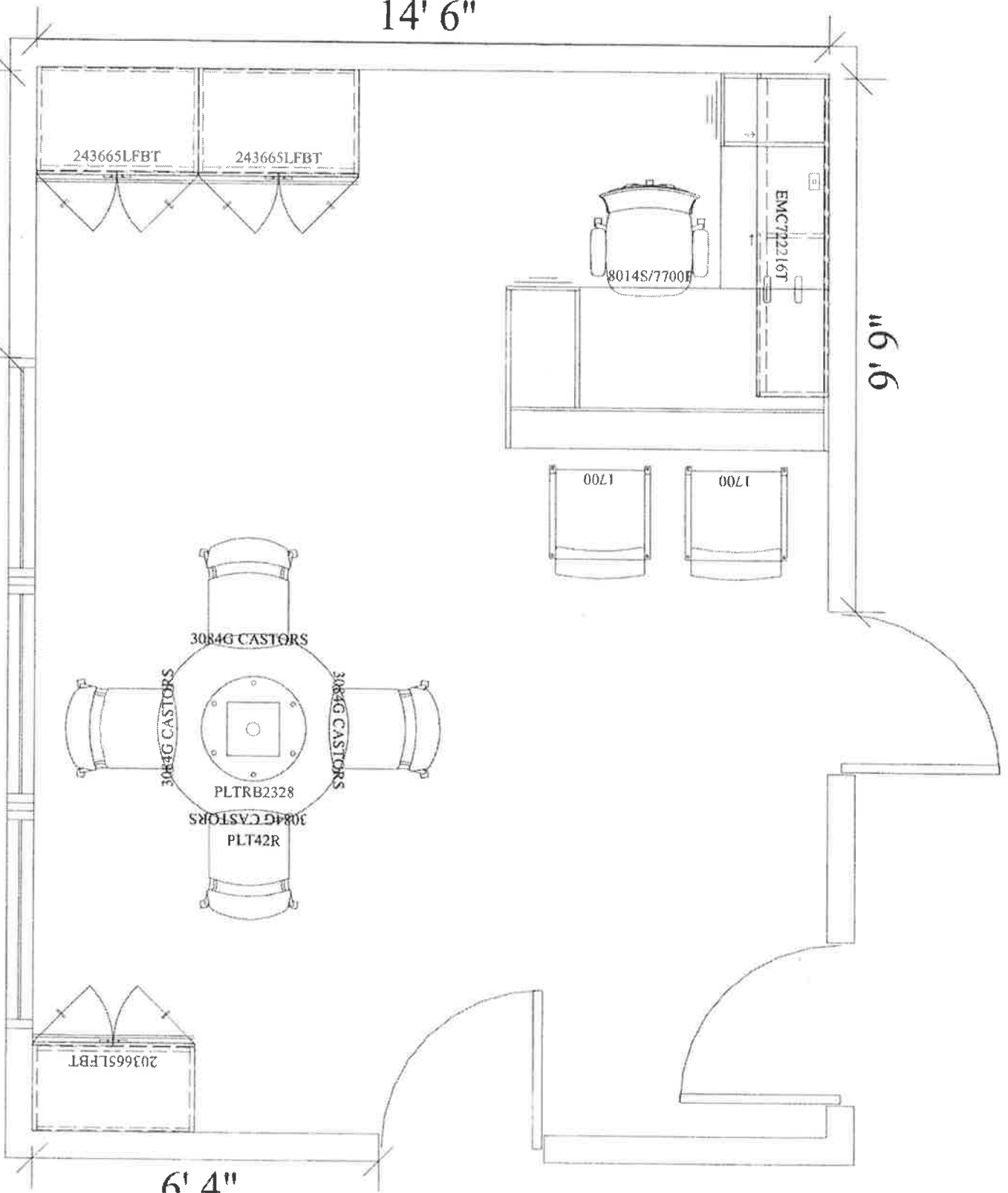
PLTRB2328

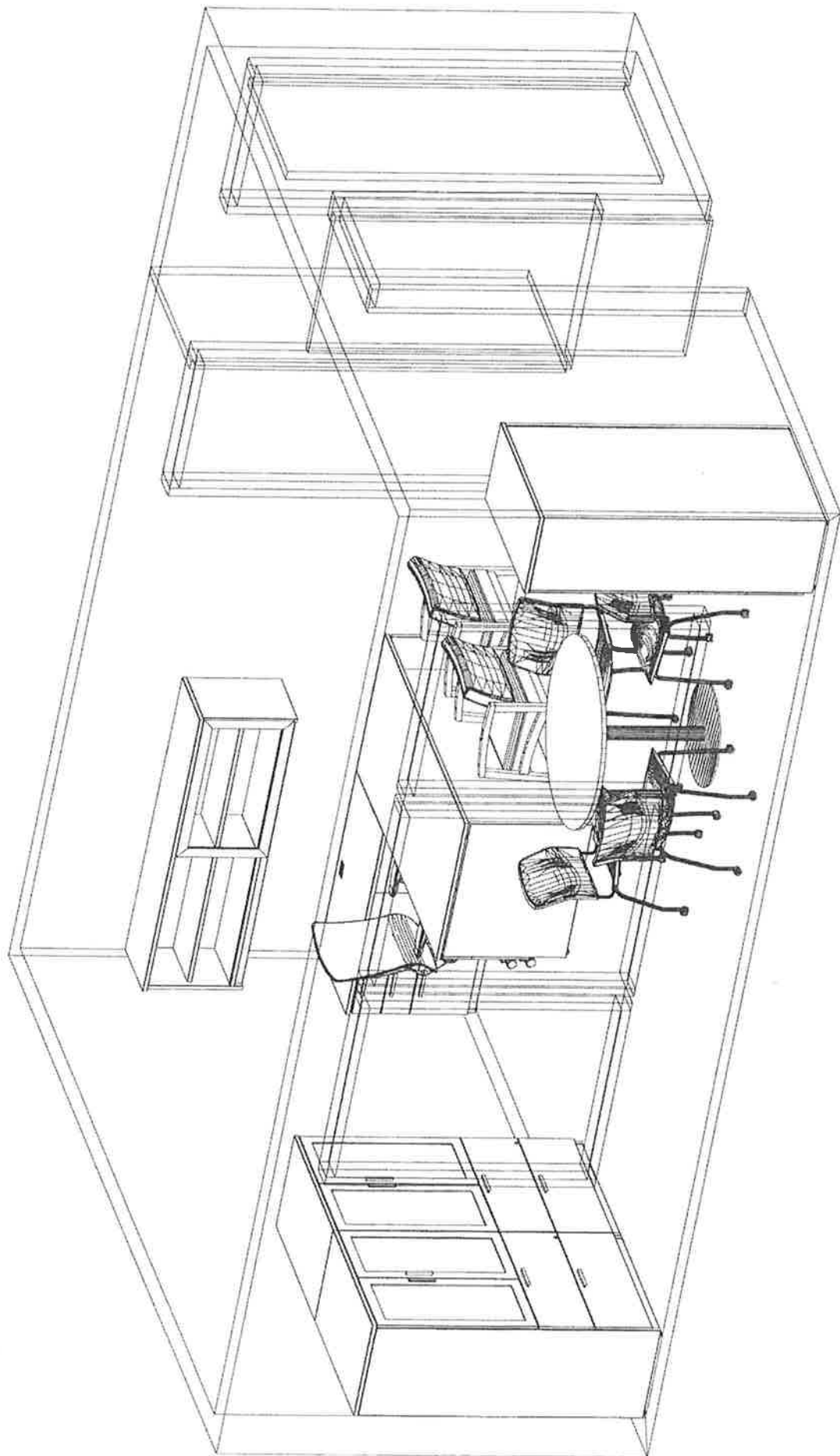
3084G CASTORS

PLT42R

203665LFBT

6' 4"



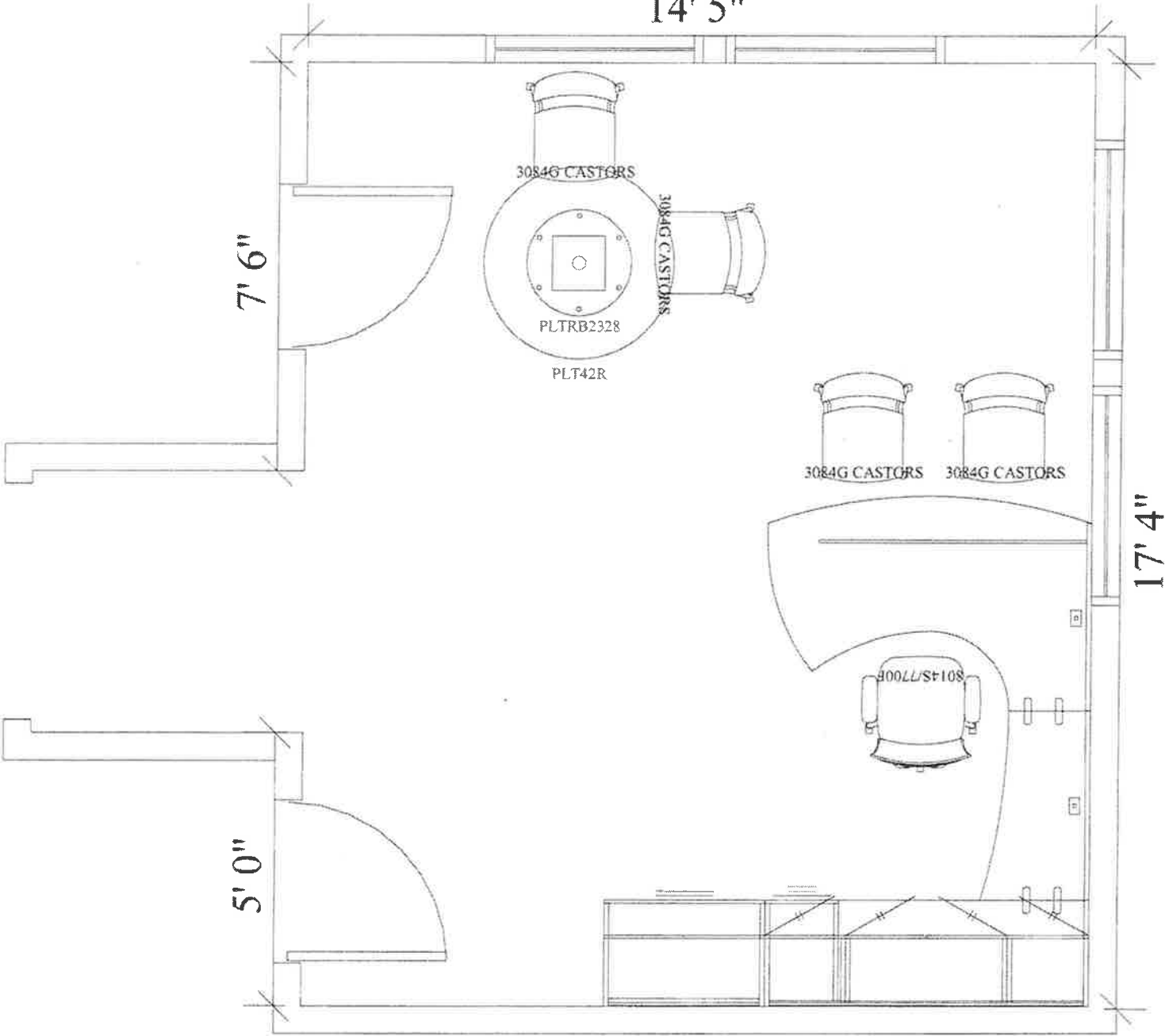


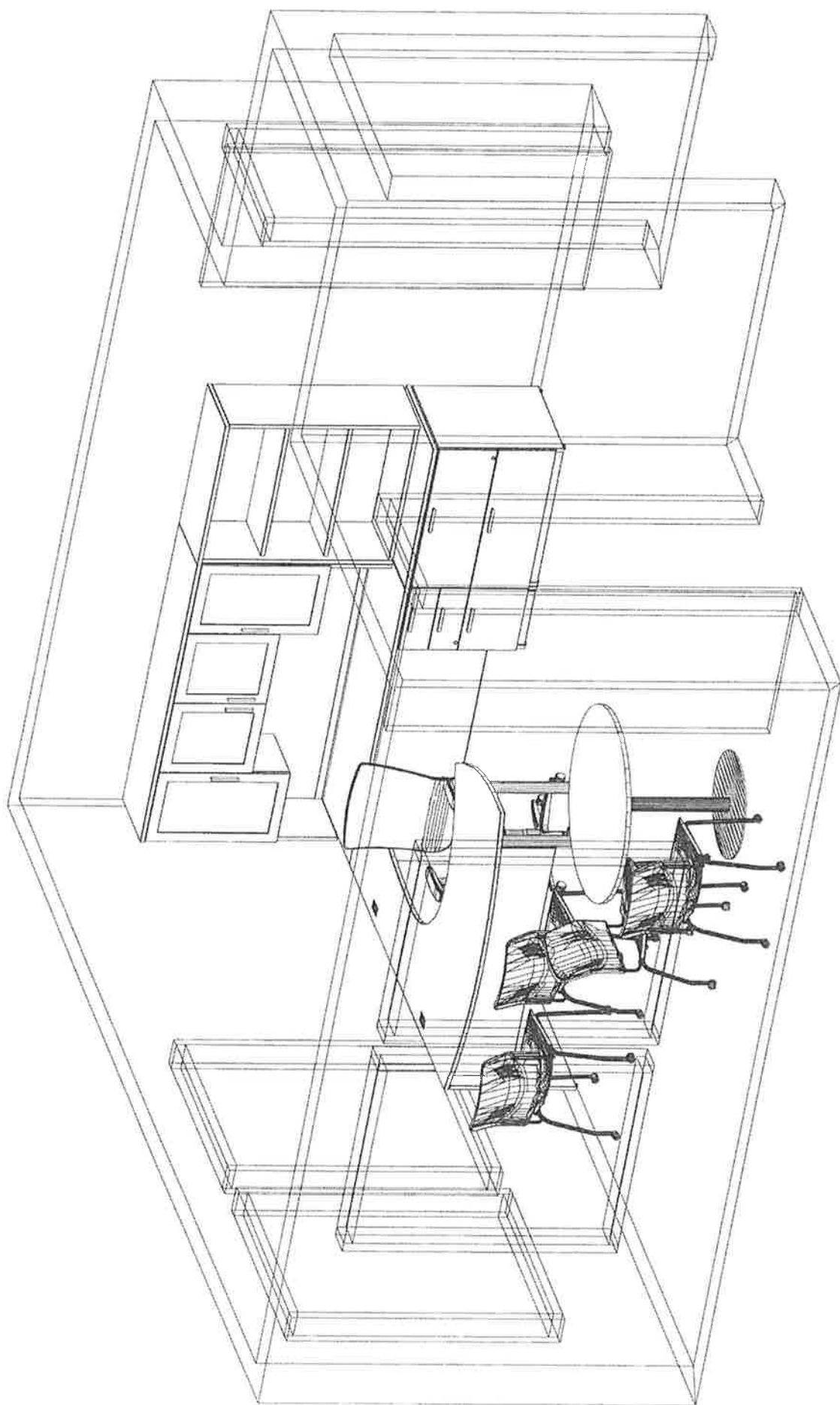
Principal's Office



Principal

14' 5"





Shifter

Guest / Stool

PROFILE

- ✓ Guest and stool models, with or without arms
- ✓ Choice of 5 mesh backrest colors
- ✓ All models come standard with wall-saver legs
- ✓ Black stool or polished chrome frame option

- ✓ Guest models available on casters
- ✓ Polypropylene or upholstered seat options
- ✓ Injection-molded fixed arms
- ✓ All guest models are stackable up to 4 high

		SEAT			BACK		OVERALL			
	inches mm	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	HEIGHT	WIDTH	DEPTH	BETWEEN ARMS
Guest chair with arms	FT32	16 3/4 - 17 3/4 425 - 450	19 1/4 488	17 3/4 450	13 1/4 335	18 1/2 468	33 838	22 1/4 565	22 1/4 565	19 480
Guest chair without arms	FT31	16 3/4 - 17 3/4 425 - 450	19 1/4 488	17 3/4 450	13 1/4 335	18 1/2 468	33 838	19 484	22 1/4 565	NA NA
Guest chair on casters with arms	FT32C	16 3/4 - 17 3/4 425 - 450	19 1/4 488	17 3/4 450	13 1/4 335	18 1/2 468	33 838	22 1/4 565	22 3/4 565	19 480
Guest chair on casters without arms	FT31C	16 3/4 - 17 3/4 425 - 450	19 1/4 488	17 3/4 450	13 1/4 335	18 1/2 468	33 838	19 484	22 1/4 565	NA NA
Stool with arms	FT32H	28 1/2 - 29 1/2 725 - 750	19 1/4 488	17 3/4 450	13 1/4 335	18 1/2 468	45 1143	22 1/4 565	23 584	19 480
Stool without arms	FT31H	28 1/2 - 29 1/2 725 - 750	19 1/4 488	17 3/4 450	13 1/4 335	18 1/2 468	45 1143	19 1/4 503	23 584	NA NA

Cover: 11.25" Quachille GA02 Spring

CHOICE OF SOFT MESH FOR BACKRESTS (Refer to the Expression upholstery card.)



MMC - Exhert



MME - Elegance



MMB - Balance



MMS - Passion



MMP - Perfection



FT31
Guest chair without arms



FT32C
Guest chair on casters with arms



FT32H
Stool with arms



United Chair® products comply with ANSI/BIFMA X5.1-2011 and ISO 14001:2004 standards. Information contained herein is subject to change without notice.

UNITED CHAIR® IS A PROUD MEMBER OF GROUPE LACASSE

GROUPE
LACASSE

1.888.522.2773
www.grouperlacasse.com



QUOTE

Page 1 of 1

EXECUTIVE BUSINESS PRODUCTS

3462 W. HOLLAND AVE. FRESNO, CA 93722
Ph: (559) 224-8300 Fax: (559) 224-8080

Quote Number: 0008749
Quote Date: 05/05/23
Customer PO:
Account Number: C0074B-01
Salesperson: Brad Fike

Bill To :
KINGSBURG ELEM CHARTER SCHOOL
LISA
1900 MARIPOSA STREET
KINGSBURG CA 93631

Ship To:
KINGSBURG ELEM CHARTER SCHOOL
LISA
1900 MARIPOSA STREET
KINGSBURG CA 93631

Buyer Phone:
Fax:
Route/Seq: /0

Line	Item Number	Description	UOM	Qty	Price	Total
1	M1NNA-GC488443M	MORPHEO RECEPTION RIGHT EXT 7' 2" Cut Shorter on 36" Side Desk Accomodate Wall Indentation Karoo Finish, No Kickplate	EA	1	2429.63	2,429.63
2	M1NNA-GC844843M	MORPHEO RECEPTION LEFT EXT 7' 1 3/4" Cut Shorter on 36" Side Desk Accomodate Wall Indentation Karoo Finish, No Kickplate	EA	1	2429.63	2,429.63
3	MNNCA-P1524FFL	MODULAR F/F PEDESTAL	EA	2	737.70	1,475.40
4	M1NCA-R2430UF	RIGHT EXECUTIVE RETURN W/ PED	EA	2	884.21	1,768.42
5	M1NNN-MC6614DV	MODULAR COUNTERTOP/SHELF 66"	EA	2	965.45	1,930.90
6	LN203643LF3	3 DRAWER LATERAL FILE	EA	1	1546.67	1,546.67
7	DELIVERY	& DROP OFF Groupe Lacasse Morpheo Reception 3 Drawer Lateral File All Karoo Wood Finish No Kickplate Cubic Handles Anthracite Grey Accents	EA	1	595.00	595.00

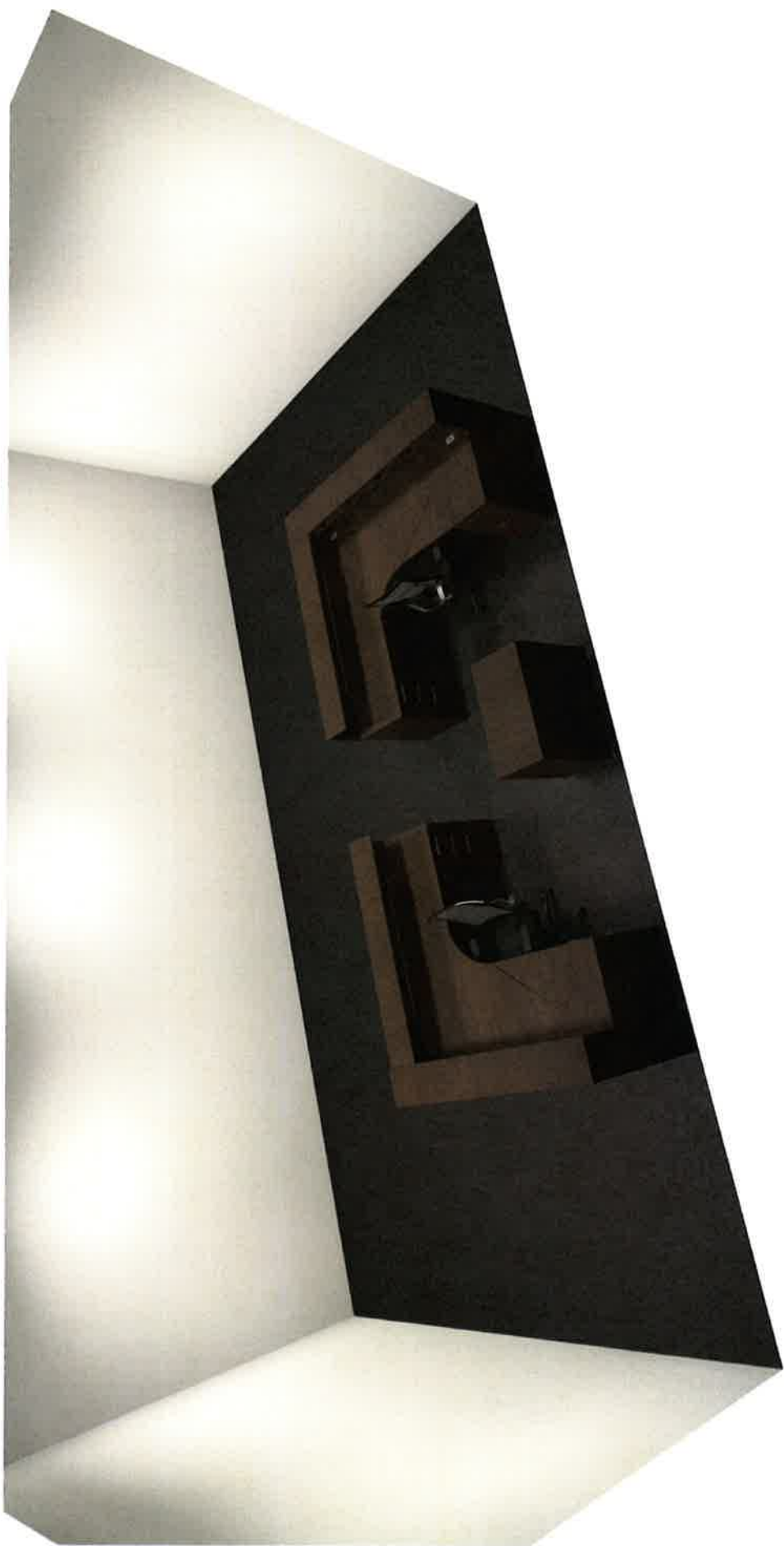
THANK YOU FOR YOUR BUSINESS!

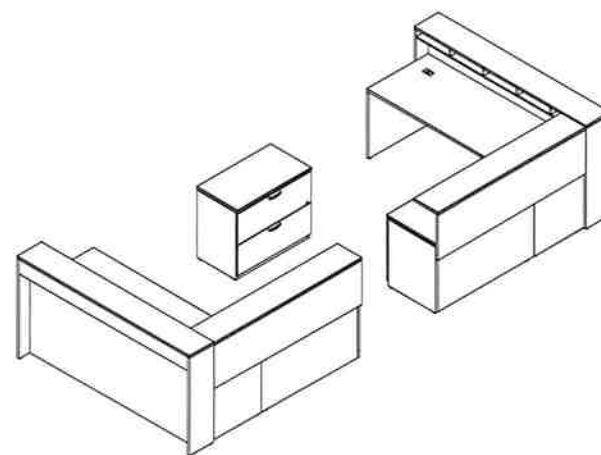
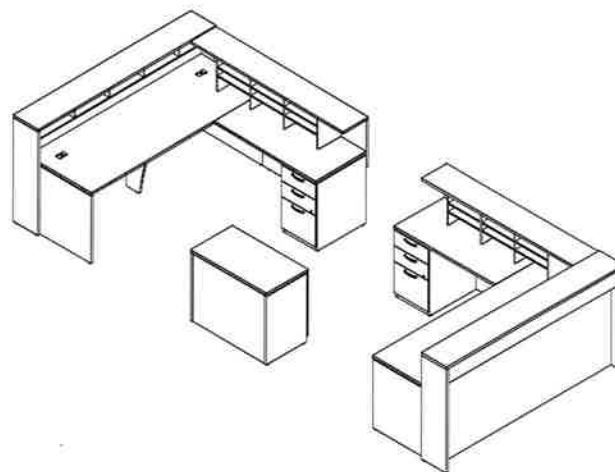
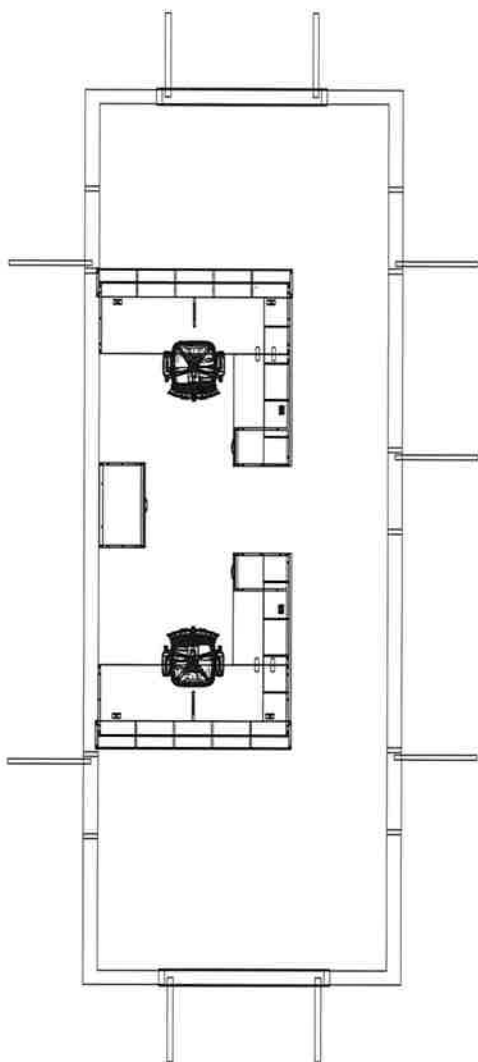
Subtotal	12,175.65
Shipping	0.00
Sales Tax	1,016.66

Total	13,192.31
--------------	------------------

Reception Option 2







The drawing shown on this page is an approximation, for general design purposes.
Certain details related to structure or appearance may differ from the actual product received.

PROJECT: **KINGSBURG CHARTER ELEMENTARY**

DESSINE PAR: **HC**
DRAWN BY:

TAG: **MORPHEO**

C: **Helena.Chouinard@grouperlacasse.com**
E:

PROJECT NUMBER: **GL-40110**
NUMÉRO DE PROJET:

TEL: **1.888.522.2773 EXT:1143**
TEL:

2023-03-13

1/1

Kingsburg Elementary Charter School District

Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

****All Board items are subject to approval by the Board President.***

1. Agenda Item:

CDW Chromebooks

2. Agenda Item Category:

Consent Agenda

☒ Action Item

Presentation

Public Hearing

Closed Session

3. Submitted By:

Bobby Rodriguez, Chief Business Official

4. Attachments:

Not Applicable

☒ To Be Enclosed with Board Packets

***Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board**

5. Purpose:

To purchase a grade level worth of HP Chromebook 11 G9's for student use. As some of our chromebooks are coming to the end of their life cycle, we need to continue to have these ready for student use.

6. Financial Impact:

\$82,489.50

7. Funding Source:

LCFF

8. District Goals This Item Will Meet:

☒ Increase Student Achievement

☒ Provide a Safe, Positive and Healthy Learning Environment

☒ Develop 21st Century Skills by Furthering the Use of Technology in the Classroom

Increase Parent Involvement and Continue to Promote Public Relations

Maintain a Sound Fiscal Condition - "Keep the Family Together!"



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

Review and Complete Purchase

JASON WOOD,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NJFQ023	4/24/2023	NJFQ023	0664236	\$82,489.50

IMPORTANT - PLEASE READ

Fees applied to item(s): 6636391

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP Chromebook 11 G9 Education Edition - 11.6" - Celeron N4500 - 4 GB RAM - Mfg. Part#: 3V2Y2UT#ABA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	275	6636391	\$243.14	\$66,863.50
Google Chrome Education Upgrade Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	275	5988499	\$31.00	\$8,525.00

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 6636391	275	654809	\$4.00	\$1,100.00

SUBTOTAL	\$75,388.50
SHIPPING	\$0.00
RECYCLING FEE	\$1,100.00
SALES TAX	\$6,001.00
GRAND TOTAL	\$82,489.50

PURCHASER BILLING INFO

Billing Address:
KINGSBURG JOINT UNION ELEM S.D.
ACCOUNTS PAYABLE
1310 STROUD AVE
KINGSBURG, CA 93631-1000
Phone: (559) 897-2331
Payment Terms: NET 30 Days-Govt/Ed

DELIVER TO

Shipping Address:
KINGSBURG JOINT UNION ELEM S.D.
JASON WOOD
1310 STROUD AVE
KINGSBURG, CA 93631-1000
Phone: (559) 897-2331
Shipping Method: UPS Freight LTL, Special Services

Please remit payments to:



Sales Contact Info

Chris Atraje | (877) 325-2820 | chriatr@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$76,488.50	\$2,050.66/Month	\$76,488.50	\$2,368.85/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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Kingsburg Elementary Charter School District

Board Agenda Item

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**All Board items are subject to approval by the Board President.*

1. Agenda Item:

Sound Contracting Lighting Quote RJJH

2. Agenda Item Category:

Consent Agenda

✓ Action Item

Presentation

Public Hearing

Closed Session

3. Submitted By:

Bobby Rodriguez, Chief Business Official

4. Attachments:

Not Applicable

✓ To Be Enclosed with Board Packets

*Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board

5. Purpose:

To improve the lighting at the Rafer Johnson Jr. High Gym for our arts performances throughout the school year.

6. Financial Impact:

\$26,882.45

7. Funding Source:

Resource 67620

8. District Goals This Item Will Meet:

✓ Increase Student Achievement

✓ Provide a Safe, Positive and Healthy Learning Environment

✓ Develop 21st Century Skills by Furthering the Use of Technology in the Classroom

✓ Increase Parent Involvement and Continue to Promote Public Relations
Maintain a Sound Fiscal Condition - "Keep the Family Together!"



SOUND CONTRACTING

5654 E Westover Ave Suite 101
Fresno, CA 93727 | (559) 224-2242
License # 595304
DIR #1000041778

Sales Quote

Date	4/4/2023
Quote #	SC-2461
Terms	Net 30
Deposit	50% Deposit

To:

Kingsburg Jt. Union Elem. School District
1310 Stroud Ave.
Kingsburg, CA 93631

Job:

Rafer Johnson Jr. High School

Qty	Description	Rate	Total
	<p>Gym Lighting Upgrades</p> <p>Thank you for meeting with me and discussing the lighting upgrades for the gym. As per our conversations the existing dimming rack is no longer supported by the factory and does not have the capability for DMX lighting control which is the industry standard for LED lighting and all lighting control. This proposal is to have the existing 12 circuit dimmer removed and have a new 12 circuit ETC Unison rack installed in it's place. This will provide a new, modern DMX lighting control system as well as high quality, reliable dimming for future upgrades.</p> <p>Two DMX input locations (existing locations) would be upgraded to DMX control inputs and (4) DMX outputs would be installed- (1) at the main house light bar location, (2) at the Offsite location, and (1) at the stage main light bar for DMX interfacing with existing and future lighting fixtures.</p> <p>We have also included the option to purchase a new, high quality ETC lighting console for touch panel control of the new lighting system (recommended).</p> <p>**Note- ALL high voltage electrical work (removal of existing dimmer panel and installation of new dimmer panel) will need to be installed by a licensed electrician and has NOT been included in this proposal. We have however included labor to coordinate / consult with the electrical contractor to advise this phase of the project. All low voltage terminations will be terminated by Sound Contracting.</p> <p>Please let me know if you have any questions or would like to make any changes to the design / scope of work. Thank you,</p> <p>Eric Peters S.D.E. CTS-I</p>		
1	ETC Unison DRd12 power enclosure w/ Paradigm control processor (PACKAGE- SEE BOM)-	16,692.00	16,692.00T
1	ETC ColorSource 20 Lighting Control Console w/ 20 faders, 80 channels or Devices, Multit-Touch screen, (1) 5-pin DMX/RDM Port, USB port, 120V power supply	2,198.00	2,198.00T
1	DMX data wire and termination kits for (4) outputs and (2) input locations	600.00	600.00T
1	Misc. installation materials/ hardware	180.00	180.00T
1	Labor Estimate- pull low voltage DMX cabling to (2) existing DMX input locations, (4) DMX out locations, terminate input/output locations	3,150.00	3,150.00
1	Labor Estimate- ETC field service technician- final termination / programming/ training	1,120.00	1,120.00
1	Incoming Shipping Charges	850.00	850.00
1	Scissor lift rental for installation of DMX locations at main light bar location	450.00	450.00

Approved By: _____ Date: _____

Signature: _____

Subtotal

Sales Tax

Total

Quote Provided By Eric Peters

Page 1

Please send approved quotes or purchase orders to office@soundcontracting.net or address above.



SOUND CONTRACTING

5654 E Westover Ave Suite 101
Fresno, CA 93727 | (559) 224-2242
License # 595304
DIR #1000041778

Sales Quote

Date	4/4/2023
Quote #	SC-2461
Terms	Net 30
Deposit	50% Deposit

To:

Kingsburg Jt. Union Elem. School District
1310 Stroud Ave.
Kingsburg, CA 93631

Job:

Rafer Johnson Jr. High School

Qty	Description	Rate	Total
	<p>**Note: ALL high voltage electrical work (removal of existing dimmer panel and installation of new dimmer panel) will need to be installed by a licensed electrician and has NOT been included in this proposal. We have however included labor to coordinate / consult with the electrical contractor to advise this phase of the project. All low voltage terminations will be terminated by Sound Contracting.</p> <p>**Additional Notes:</p> <p>) Pricing good for 15 days from this quote unless otherwise agreed upon.</p> <p>) This labor quote reflects the 2015 California SB7 & SB854 registered public works projects/ prevailing wage laws that would apply to all School Districts and public works projects.</p> <p>) This proposal, system design and integration is the sole property of Sound Contracting and may not be used or distributed for competitive bid or bid spec. without written consent. Should this happen you will be charged for the proposal and any other damages deemed appropriate.</p> <p>) Prices do not include sales tax unless otherwise noted in proposal.</p> <p>) These cost estimates assume a fairly normal and straightforward installation. Unforeseen difficulties may result in a higher labor cost.</p> <p>) These cost estimates assume that adequate backing material is in place to support any wall / ceiling mounted equipment/ hardware- unless noted in the proposal.</p> <p>) The costs for any specialized tools and / or lifts that may be required have not been included in this proposal unless otherwise noted. If these are needed, they would be an additional cost.</p> <p>) Our normal labor cost is \$110.00 per hour and prevailing wage labor cost is \$140.00 per hour. All labor laws will apply to this project. Drive time will be billed at \$70.00 per hour and \$.60 cents per mile for vehicle cost.</p> <p>) Unusual and/ or "rush" freight costs have not been included in these cost estimates.</p> <p>) The normal delivery time for equipment is 10 to 15 business days from the time of order. Should any delays in delivery occur- you will be notified. We may not be held responsible for any manufacturer's ability to deliver on time.</p> <p>) After initial system commissioning any additional programming changes or modifications to programming will be billed at our normal labor rate unless otherwise noted in this proposal.</p> <p>) All equipment will be new and will carry the respective manufacturer's full warranty. This warranty does not cover our cost for travel and / or a technician's time during the warranty period.</p> <p>) Our labor will carry a one year warranty- and that warranty is that for one year from the date of completion- we warranty that our work will be free from defects.</p> <p>) We are not responsible for any customer supplied equipment or the performance of said equipment.</p>		

Approved By: _____ Date: _____

Signature: _____

Subtotal	\$25,240.00
Sales Tax	\$1,642.45
Total	\$26,882.45

Quote Provided By Eric Peters

Page 2

Please send approved quotes or purchase orders to office@soundcontracting.net or address above.



Bill of Materials

Rafer Johnson Jr. High School

Kingsburg, CA

April 3, 2023

Quotation # 61337.0.0

All equipment, where applicable standards have been established, shall be built to the standards of Underwriters Laboratories Inc., the National Electrical Code, the United States Institute for Theatre Technology, and the American National Standards Institute. Equipment shall be so labeled on delivery to the job site.

I. Power Control Devices to consist of:

A. Unison Dimming Rack to consist of:

1	7183A1701	DRd12-24-120 - DRd12 100-120V Rack Enclosure - Designed for 3 phase 4 wire with ground operation at a maximum of 200A, 120/208V, 60Hz AC, or 2 phase 3 wire with ground 120/240V, 60Hz AC
1	7180A1007	P-DRD-TK - DRd Paradigm Termination Kit - Required for DRd with Paradigm processor Terminations for Ethernet, RS232, 4 - Contact Inputs, 4 - Contact Outputs
1	7180A1029	P-ACP3 - Paradigm Architectural Control Processor for use in DRd Racks and ERn Units. Includes front network connector, front USB, and front SD card reader, backlit number keypad, selector wheel, and backlit display. Supports 1,024 channels of DMX and a max of 128 stations.
6	7083A1022	D20- - Dual 20A 120V Dimmer Module, 350µs rise time (12 Dimmers)
6	7083A1072	AFM- - AFM Air Flow Module

Note: This power system is designed for 1 feed at a maximum of 200A.

II. Control Devices to consist of:

A. Control Plug-in Stations to consist of:

- | | | |
|---|-----------|---|
| 2 | 1094A1033 | ECPB DMXIN - DMX Input Control Plug-in Station with:
1 - XLR-5MDM3 DMX In Connector
Labeled "DMX INPUT" |
| 4 | 1094A1034 | ECPB DMXOUT - DMX Output Control Plug-in Station with:
1 - XLR-5FDM3 DMX Out Connector (labeled DMX OUTPUT) |

B. Opto-Splitter to consist of:

- | | | |
|---|-----------|---|
| 1 | 4267K1331 | RSN-OPTO-BOX - Response Opto-Splitter Box
8 Terminal Output Ports
In and Thru Ports
Power Supply
Mini DIN rail Box |
|---|-----------|---|

C. ColorSource Console to consist of:

- | | | |
|---|--------------|---|
| 1 | 7225A1000-US | CS20 - ColorSource 20 console features:
20 faders to act as Playback or Channel control
4 configurable sliders and 6 soft-keys
7" multi-touch screen for control of moving light parameters, data entry
and displays of information.
1 5-pin XLR DMX/RDM Port, 2 USB ports
Allows for 80 channels (dimmers or multi-parameter devices) of control
over one universe of DMX
Ships with power supply |
|---|--------------|---|

Kingsburg Elementary Charter School District Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

**All Board items are subject to approval by the Board President.*

1. Agenda Item:

CDW HP 2930F Switches

2. Agenda Item Category:

Consent Agenda

☒ Action Item

Presentation

Public Hearing

Closed Session

3. Submitted By:

Bobby Rodriguez, Chief Business Official

4. Attachments:

Not Applicable

☒ To Be Enclosed with Board Packets

*Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board

5. Purpose:

To purchase 2 HPE Aruba 2930F 48G PoE switches. These are needed to ensure continuity of services for our school sites.

6. Financial Impact:

\$13,047.10

7. Funding Source:

Resource 74220

8. District Goals This Item Will Meet:

Increase Student Achievement

☒ Provide a Safe, Positive and Healthy Learning Environment

Develop 21st Century Skills by Furthering the Use of Technology in the Classroom

Increase Parent Involvement and Continue to Promote Public Relations

Maintain a Sound Fiscal Condition - "Keep the Family Together!"



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

Review and Complete Purchase

JASON WOOD,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CB0VF5	3/14/2023	HP 2930F SWITCHES	664236	\$13,047.10

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>HPE Aruba 2930F 48G PoE+ 4SFP+ - Switch - 48 ports - Managed</u>	2	4360877	\$5,986.28	\$11,972.56
Mfg. Part#: JL256A#ABA				
UNSPSC: 43222612				
Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)				

SUBTOTAL	\$11,972.56
SHIPPING	\$0.00
SALES TAX	\$1,074.54
GRAND TOTAL	\$13,047.10

PURCHASER BILLING INFO	DELIVER TO
Billing Address: KINGSBURG JOINT UNION ELEM S.D. ACCOUNTS PAYABLE 1310 STROUD AVE KINGSBURG, CA 93631-1000 Phone: (559) 897-2331 Payment Terms:	Shipping Address: ROOSEVELT ELEMENTARY SCHOOL - TECH. ATTN: JASON WOOD 1185 10TH AVE KINGSBURG, CA 93631 Phone: (559) 897-2331 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Chris Atraje | (877) 325-2820 | chriatr@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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Kingsburg Elementary Charter School District Board Agenda Item

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**All Board items are subject to approval by the Board President.*

1. Agenda Item:

AMS.Net Fortinet Firewall

2. Agenda Item Category:

Consent Agenda

☒ Action Item

Presentation

Public Hearing

Closed Session

3. Submitted By:

Bobby Rodriguez, Chief Business Official

4. Attachments:

Not Applicable

☒ To Be Enclosed with Board Packets

**Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board*

5. Purpose:

To provide hardware, warranty coverage, and software updates for our current firewall for the next 3 years. This Next-Generation Firewall provides web filtering, antispam, and cloud-based logging and analytics to keep us more secure as we have more devices utilizing the internet.

6. Financial Impact:

\$52,391.43

7. Funding Source:

Resource 74220

8. District Goals This Item Will Meet:

Increase Student Achievement

☒ Provide a Safe, Positive and Healthy Learning Environment

Develop 21st Century Skills by Furthering the Use of Technology in the Classroom

Increase Parent Involvement and Continue to Promote Public Relations

Maintain a Sound Fiscal Condition - "Keep the Family Together!"



AMS.NET
Technology Solution Provider

AMS.NET, Inc.

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

Customer Price Quote

Customer

Kingsburg Elementary Charter School
1310 Stroud Ave
Kingsburg CA, 93631-1000 US
ATTN: Jason Wood

Ship To

Kingsburg Elementary Charter School
1310 Stroud Ave
Kingsburg, CA 93631-1000
ATTN: Jason Wood

Quote Description

Fortinet 23-26

Quote #	#Q-00070385
Project #	99583
Modified	5/8/2023
Account Mgr.	Greg Jaramishian
AM Phone	(562) 236-5325
AM Email	gjaramishian@ams.net
Inside Account Mgr.	Mike Bruington
IAM Phone	(925) 245-6165
IAM Email	mbruington@ams.net
Quote Exp.	6/30/2023

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Serial Number: FG6H1ETB20900895. 8/26/23-8/26/26					
1	FTN-COTERM Enterprise Protection (24x7 FortiCare plus App Ctrl, IPS, AV, Web Fitr, Antispam, FortiSandbox Cld, IoT Detection, Idnustl Sec, Sec Rating, and FortiConverter Svc)AV, FortiGuard NGFW Service, CF, AS, FortiGuard Industrial Security Service, FortiGuard Security Audit Update, FortiManager Cloud, FortiGate Configuration Conversion Service, Elite service, Cloud-based central logging and analytics, IoT Detection, 24x7 Email, 24x7 Comprehensive Support, Advance HW, SD-WAN Monitoring, Firmware & General Updates	Fortinet	1.00	\$52,391.43	\$52,391.43

Order Summary

Subtotal	\$52,391.43
Adjustment	\$0.00
Estimated Taxes	\$0.00
Total	\$52,391.43



Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net. A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



AMS.NET, Inc.

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

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

12. The final price of all labor in this quote is contingent upon the customer providing AMS.NET full site access, with keys or a dedicated escort, for a period of at least nine consecutive hours per working day. Any existing pathway being pulled through is assumed to be easily discoverable, and meeting BICSI standards, such as the fill ratio, lack of non-cabling material in the conduit, and appropriate number of LBs. Additionally, any interior wall penetrations are assumed to be drywall or a like material unless otherwise noted in the labor scope for this project. Any deviation from these assumptions may result in additional costs to the customer based on the time added to the project.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

Kingsburg Elementary Charter School District Board Agenda Item

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**All Board items are subject to approval by the Board President.*

1. Agenda Item:

Science Adoption - CVHS

2. Agenda Item Category:

Consent Agenda

☒ Action Item

Presentation

Public Hearing

Closed Session

3. Submitted By:

Matt Stovall

4. Attachments:

Not Applicable

☒ To Be Enclosed with Board Packets

**Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board*

5. Purpose:

Central Valley Home School would like to adopt a new science curriculum to be up to date with the current science standards for their students and families.

6. Financial Impact:

\$74,071.58

7. Funding Source:

0100-63000-0-1110-1000-410000-000

8. District Goals This Item Will Meet:

☒ Increase Student Achievement

Provide a Safe, Positive and Healthy Learning Environment

Develop 21st Century Skills by Furthering the Use of Technology in the Classroom

Increase Parent Involvement and Continue to Promote Public Relations

Maintain a Sound Fiscal Condition - "Keep the Family Together!"



Houghton Mifflin Harcourt

Proposal #008656148

Prepared For

Kingsburg Elem Charter SD

Attention:

Lisa Regler

lregier@kesd.org

For the Purchase of:

HMH Science Dimensions CA K-8 2020 8Yr

Prepared By

Carrie Pillsbury

carrie.pillsbury@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Lisa Regler
lregier@kesd.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

008656148 Sold:0000315570 Ship:0000315570

Page 1 of 8

Please submit this form with your purchase order

Proposal for Kingsburg Elem Charter SD

ISBN	Title		Price	Quantity	Value of All Materials
Grade K					
Student Resource Package					
1722731 9781328534606	2020 California Science Dimensions Hybrid Student Resource Package	c	\$86.95	15	\$1,304.25
8 Year Print/8 Year Digital Grade K					
Package Includes:					
California Student Edition Interactive Worktext 8 Year Print Grade K					
California Student Online Interactive Digital Curriculum 8 Year Grade K					
Total for Student Resource Package					
Teacher Resource Package					
1722764 9781328534736	2020 California Science Dimensions Hybrid Teacher Resource Package with 8 Year Digital Grade K	c	\$299.65	15	\$4,494.75
Package Includes:					
California Designated ELD Student Workbook Grade K					
California Teacher Edition Grade K					
California Teacher Digital Management Center 8 Year Grade K					
California Designated ELD in Your Science Classroom Teacher Guide Grade K					
Multilingual Glossary Grade K-6					
California Assessment Guide Grade K					
Total for Teacher Resource Package					
Kits					
1727179 9781328570185	2020 California Science Dimensions Grade Level Equipment Kit Grade K	c	\$439.65	1	\$439.65
Total for Kits					

Total for Grade K	\$6,238.65
--------------------------	-------------------

Grade 1					
Student Resource Package					
1722732 9781328534613	2020 California Science Dimensions Hybrid Student Resource Package	c	\$97.25	15	\$1,458.75
8 Year Print/8 Year Digital Grade 1					
Package Includes:					
California Student Edition Interactive Worktext 8 Year Print Grade 1					
California Student Online Interactive Digital Curriculum 8 Year Grade 1					
Total for Student Resource Package					
Teacher Resource Package					
1722765 9781328534743	2020 California Science Dimensions Hybrid Teacher Resource Package with 8 Year Digital Grade 1	c	\$305.75	15	\$4,586.25
Package Includes:					
California Designated ELD Student Workbook Grade 1					
California Teacher Edition Grade 1					
California Teacher Digital Management Center 8 Year Grade 1					
California Designated ELD in Your Science Classroom Teacher Guide Grade 1					
Multilingual Glossary Grade K-6					
California Assessment Guide Grade 1					
Total for Teacher Resource Package					
Kits					
1727180 9781328570192	2020 California Science Dimensions Grade Level Equipment Kit Grade 1	c	\$496.80	1	\$496.80
Total for Kits					

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Lisa Regier
lregier@kesd.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HHM Confidential and Proprietary

008656148 Sold:0000315570 Ship:0000315570

Page 2 of 8

Please submit this form with your purchase order

Proposal for Kingsburg Elem Charter SD

ISBN	Title		Price	Quantity	Value of All Materials	
Total for Grade 1			\$6,541.80			
Grade 2						
Student Resource Package						
1722753 9781328534620	2020 California Science Dimensions Hybrid Student Resource Package 8 Year Print/8 Year Digital Grade 2		c	\$97.25	15	\$1,458.75
Package Includes: California Student Edition Interactive Worktext 8 Year Print Grade 2 California Student Online Interactive Digital Curriculum 8 Year Grade 2						
Total for Student Resource Package						
Teacher Resource Package						
1722766 9781328534750	2020 California Science Dimensions Hybrid Teacher Resource Package with 8 Year Digital Grade 2		c	\$305.75	15	\$4,586.25
Package Includes: California Designated ELD Student Workbook Grade 2 California Teacher Edition Grade 2 California Teacher Digital Management Center 8 Year Grade 2 California Designated ELD In Your Science Classroom Teacher Guide Grade 2 Multilingual Glossary Grade K-6 California Assessment Guide Grade 2						
Total for Teacher Resource Package						
Kits						
1727181 9781328570208	2020 California Science Dimensions Grade Level Equipment Kit Grade 2		c	\$566.70	1	\$566.70
Total for Kits						
Total for Grade 2			\$6,611.70			
Grade 3						
Student Resource Package						
1722754 9781328534637	2020 California Science Dimensions Hybrid Student Resource Package 8 Year Print/8 Year Digital Grade 3		c	\$108.50	15	\$1,627.50
Package Includes: California Student Edition Interactive Worktext 8 Year Print Grade 3 California Student Online Interactive Digital Curriculum 8 Year Grade 3						
Total for Student Resource Package						
Teacher Resource Package						
1722767 9781328534767	2020 California Science Dimensions Hybrid Teacher Resource Package with 8 Year Digital Grade 3		c	\$305.75	15	\$4,586.25
Package Includes: California Designated ELD Student Workbook Grade 3 California Teacher Edition Grade 3 California Teacher Digital Management Center 8 Year Grade 3 California Designated ELD In Your Science Classroom Teacher Guide Grade 3 Multilingual Glossary Grade K-6 California Assessment Guide Grade 3						
Total for Teacher Resource Package						
Kits						
Total for Grade 3						
Total for Grade 1, 2, & 3						
\$12,750.30						
Send <u>Check Payments</u> to: Houghton Mifflin Harcourt Publishing Company 14046 Collections Center Drive Chicago, IL 60693						
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008656148	Sold:0000315570	Ship:0000315570	Page 3 of 8	Please submit this form with your purchase order		

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Proposal for Kingsburg Elem Charter SD

ISBN	Title		Price	Quantity	Value of All Materials
1727182 9781328570215	2020 California Science Dimensions Grade Level Equipment Kit Grade 3	c	\$808.15	1	\$808.15

Total for Kits

Total for Grade 3 **\$7,021.90**
Grade 4**Student Resource Package**

1722755 9781328534844	2020 California Science Dimensions Hybrid Student Resource Package 8 Year Print/8 Year Digital Grade 4	c	\$108.50	15	\$1,627.50
Package Includes: California Student Edition Interactive Worktext 8 Year Print Grade 4 California Student Online Interactive Digital Curriculum 8 Year Grade 4					

Total for Student Resource Package**Teacher Resource Package**

1722768 9781328534934	2020 California Science Dimensions Hybrid Teacher Resource Package with 8 Year Digital Grade 4	c	\$305.75	15	\$4,586.25
Package Includes: California Designated ELD Student Workbook Grade 4 California Teacher Edition Grade 4 California Teacher Digital Management Center 8 Year Grade 4 California Designated ELD in Your Science Classroom Teacher Guide Grade 4 Multilingual Glossary Grade K-6 California Assessment Guide Grade 4					

Total for Teacher Resource Package**Kits**

1727183 9781328570222	2020 California Science Dimensions Grade Level Equipment Kit Grade 4	c	\$935.25	1	\$935.25
-----------------------	--	---	----------	---	----------

Total for Kits

Total for Grade 4 **\$7,149.00**
Grade 5**Student Resource Package**

1722758 9781328534651	2020 California Science Dimensions Hybrid Student Resource Package 8 Year Print/8 Year Digital Grade 5	c	\$117.45	15	\$1,761.75
Package Includes: California Student Edition Interactive Worktext 8 Year Print Grade 5 California Student Online Interactive Digital Curriculum 8 Year Grade 5					

Total for Student Resource Package**Teacher Resource Package**

1722769 9781328534941	2020 California Science Dimensions Hybrid Teacher Resource Package with 8 Year Digital Grade 5	c	\$299.65	15	\$4,494.75
Package Includes: California Designated ELD Student Workbook Grade 5 California Teacher Edition Grade 5 California Teacher Digital Management Center 8 Year Grade 5 California Designated ELD in Your Science Classroom Teacher Guide Grade 5 Multilingual Glossary Grade K-6 California Assessment Guide Grade 5					

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lregier@kesd.org

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Proposal for Kingsburg Elem Charter SD

ISBN		Title		Price	Quantity	Value of All Materials
Total for Teacher Resource Package						
Kits						
1727184	9781328570239	2020 California Science Dimensions Grade Level Equipment Kit Grade 5	c	\$1,081.35	1	\$1,081.35
Total for Kits						

Total for Grade 5	\$7,337.85
--------------------------	-------------------

Grade 6 Student Resource Package

1744478 9780358067177	2020 California Science Dimensions 8 Year Print/8 Year Digital Hybrid Student Resource Package Grade EM 6	c	\$129.70	15	\$1,945.50
Package Includes: California Student Edition Interactive Worktext 8 Year Print Grade 6 California Student Online Interactive Digital Curriculum 8 Year Grade 6					

Total for Student Resource Package

Teacher Resource Package

1728153 9781328576385	2020 California Science Dimensions Hybrid Teacher Resource Package Elementary with 8 Year Digital Grade 6	c	\$299.65	15	\$4,494.75
Package Includes: California Designated ELD Student Workbook Grade 6 California Teacher Edition Grade 6 California Teacher Digital Management Center 8 Year Grade 6 California Designated ELD in Your Science Classroom Teacher Guide Grade 6 Multilingual Glossary Grade K-6 California Assessment Guide Grade 6					

Total for Teacher Resource Package

Kits

1728001 9781328573605	2020 California Science Dimensions Grade Level Equipment Kit, Elementary Grade 6	c	\$1,524.85	1	\$1,524.85
-----------------------	--	---	------------	---	------------

Total for Kits

Total for Grade 6	\$7,965.10
--------------------------	-------------------

Grade 7 Student Resource Package

1723746 9781328543394	2020 California Science Dimensions Hybrid Student Resource Package 8 Year Print/ 8 Year Digital Grade 7	c	\$129.70	15	\$1,945.50
Package Includes: California Student Edition Interactive Worktext 8 Year Print Grade 7 California Student Online Interactive Digital Curriculum 8 Year Grade 7					

Total for Student Resource Package

Teacher Resource Package

1723762 9781328543455	2020 California Science Dimensions Hybrid Teacher Resource Package with 8 Year Digital Grade 7	c	\$399.55	15	\$5,993.25
Package Includes: California Designated ELD Student Workbook Grade 7 California Teacher Edition Grade 7 California Teacher Digital Management Center 8 Year Grade 7					

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Proposal for Kingsburg Elem Charter SD

ISBN**Title****Price****Quantity****Value of All
Materials**

California Designated ELD in Your Science Classroom Teacher Guide Grade 7
Multilingual Glossary Grade 6-8
California Assessment Guide Grade 7

Total for Teacher Resource Package**Kits**

1727195	9781328570345	2020 California Science Dimensions Consumable Science Kit Grade 7	c	\$381.25	1	\$381.25
1727192	9781328570314	2020 California Science Dimensions Non-Consumable Science Kit Grade 7	c	\$1,207.15	1	\$1,207.15

Total for Kits

Total for Grade 7 **\$9,527.15**

Grade 8
Student Resource Package

1723747	9781328543400	2020 California Science Dimensions Hybrid Student Resource Package 8 Year Print/ 8 Year Digital Grade 8	c	\$129.70	15	\$1,945.50
Package Includes: California Student Edition Interactive Worktext 8 Year Print Grade 8 California Student Online Interactive Digital Curriculum 8 Year Grade 8						

Total for Student Resource Package**Teacher Resource Package**

1723753	9781328543462	2020 California Science Dimensions Hybrid Teacher Resource Package with 8 Year Digital Grade 8	c	\$399.55	15	\$5,993.25
Package Includes: California Designated ELD Student Workbook Grade 8 California Teacher Edition Grade 8 California Teacher Digital Management Center 8 Year Grade 8 California Designated ELD in Your Science Classroom Teacher Guide Grade 8 Multilingual Glossary Grade 6-8 California Assessment Guide Grade 8						

Total for Teacher Resource Package**Kits**

1727196	9781328570362	2020 California Science Dimensions Consumable Science Kit Grade 8	c	\$381.25	1	\$381.25
1727193	9781328570321	2020 California Science Dimensions Non-Consumable Science Kit Grade 8	c	\$1,258.00	1	\$1,258.00

Total for Kits

Total for Grade 8 **\$9,578.00**

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Proposal for
Kingsburg Elem Charter SD

ISBN

Title

Price

Quantity

Value of All
Materials

Total Savings:	\$0.00
Subtotal Purchase Amount:	\$67,971.15
Shipping & Handling:	\$0.00
Sales Tax:	\$6,100.43

Total Cost of Proposal (PO Amount):	\$74,071.58
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Total Cost of Proposal (PO Amount): \$74,071.58

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- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Kingsburg Elementary Charter SD 1310 Stroud Ave Kingsburg, CA 93631-1000	Sold to: Kingsburg Elementary Charter SD 1310 Stroud Ave Kingsburg, CA 93631-1000
---	---
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
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Date of Proposal: 3/23/2023**Proposal Expiration Date: 5/7/2023****Houghton Mifflin Harcourt**

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Kingsburg Elementary Charter School District

Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

**All Board items are subject to approval by the Board President.*

1. Agenda Item:

California Teaching Fellows for Central Valley Home School

2. Agenda Item Category:

- ☒ Consent Agenda
- ☒ Action Item
- Presentation
- Public Hearing
- Closed Session

3. Submitted By:

Lisa Regier

4. Attachments:

Not Applicable

- ☒ To Be Enclosed with Board Packets

**Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board*

5. Purpose:

Student academic support in subjects such as reading and math

6. Financial Impact:

20,850.60 to pay for 3 Teaching Fellow support staff

7. Funding Source:

CVHS Title 1

8. District Goals This Item Will Meet:

- ☒ Increase Student Achievement
- ☒ Provide a Safe, Positive and Healthy Learning Environment
- Develop 21st Century Skills by Furthering the Use of Technology in the Classroom
- ☒ Increase Parent Involvement and Continue to Promote Public Relations
- ☒ Maintain a Sound Fiscal Condition - "Keep the Family Together!"

QUOTE



PROJECT INFORMATION

Attention	Lisa Regier	Project Title	Morning Program
Title	Principal	Effective Date	8/17/2023
Client	Kingsburg Elementary Charter	Termination Date	5/23/2024
Address		Term	2023/2024
City, State, Zip		Tax ID	20-359353

PROJECT DETAILS

Item No.	Qty	Description	Unit Price	Other Hours	Total Hours	Cost per TF	Total Cost
1	3	Line Staff	\$26.60		213	\$5,665.80	\$16,997.40
2	3	Line Staff PD	\$32.11	40	40	\$1,284.40	\$3,853.20

Total **\$20,850.60**

CTFF is incorporated as a not-for-profit 501c3 corporation. To help accomplish our mission, CTFF provides Teaching Fellows with real-world educational experiences at schools in the day and expanded learning programs coupled with personal and professional development. CTFF utilizes a billing rate per hour of Teaching Fellow service reflected on this quote as the "unit price." The unit price includes the Teaching Fellows hourly rate plus applicable payroll taxes and benefits, insurance, and sick pay hours. Teaching Fellows unit price also includes an administrative margin to cover program supports such as but not limited to program planning, recruitment, coordination, placement, field supervision, staff development, liaison with district, payroll, liability insurance(s), and other administrative expenses. CTFF captures all expenses within the unit price but reserves the right to invoice for additional hours owed to our employees as a result of federal, state, or local emergency ordinances such as COVID-19 supplemental sick pay. Within fifteen(15) business days of the execution of the Contract, to secure appropriate funds to cover obligations prior to the initial invoice for services provided by the CTFF, District shall provide a deposit of 10% of the Contract Amount.

Quote Note:

3 Teaching Fellows 71 days, at 3 hours per day Tuesday and Thursday and 40 hours of Professional Development

In partnership,
Mike Snell, CEO

575 E Locust Ave Suite 302, Fresno, CA 93720 • Office: 559.224.9200 • Fax: 559.224.9204 • www.ctff.us

5/19/23

Kingsburg Elementary Charter School District Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

**All Board items are subject to approval by the Board President.*

1. Agenda Item:

MOU for participation in the 2023-24 CTEIG with VROP

2. Agenda Item Category:

Consent Agenda

☒ Action Item

Presentation

Public Hearing

Closed Session

3. Submitted By:

Bobby Rodriguez, Chief Business Official

4. Attachments:

Not Applicable

☒ To Be Enclosed with Board Packets

*Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board

5. Purpose:

To continue the partnership with Valley Regional Occupational Program (VROP) for our Career Technical Education (CTE) program at Rafer Johnson Jr. High School.

6. Financial Impact:

\$49,298

7. Funding Source:

Resource 63870

8. District Goals This Item Will Meet:

☒ Increase Student Achievement

☒ Provide a Safe, Positive and Healthy Learning Environment

☒ Develop 21st Century Skills by Furthering the Use of Technology in the Classroom

Increase Parent Involvement and Continue to Promote Public Relations

Maintain a Sound Fiscal Condition - "Keep the Family Together!"

Tuesday, April 11, 2023

**Memorandum of Understanding (MOU) for participation in the
2023-2024 Career Technical Education Incentive Grant (CTEIG)
Between
Valley Regional Occupational Program (Valley ROP)
And
Kingsburg Elementary Charter School District (KESD)**

This Memorandum of Understanding (MOU) establishes Valley Regional Occupational Program (Valley ROP) as the Primary LEA and fiscal agent to assist multiple LEAs in their regional area to provide a more comprehensive Career Technical Education (CTE) program offering to more students. In addition to Valley ROP, the Consortium is comprised of the following LEAs: Cutler-Orosi Joint Unified School District, Dinuba Unified School District, Kings Canyon Unified School District, Kingsburg Elementary School District, Kingsburg Joint Union High School District, Parlier Unified School District, Sanger Unified School District, Selma Unified School District, Kings River Union Elementary School District and Monson-Sultana Jt. Union Elementary School District.

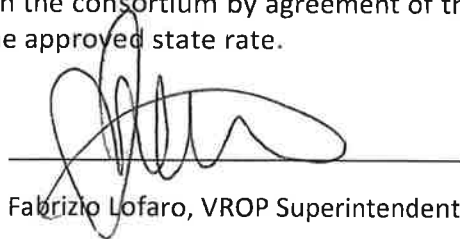
This agreement between Valley Regional Occupational Program (Valley ROP) (LEAD INSTITUTION) and the Kingsburg Elementary Charter School District - KECD (PARTNER INSTITUTION) sets forth the terms and understanding between the parties herein to provide funding for the explicit purposes of providing leadership and facilitation of the Career Technical Education Incentive Grant (CTEIG) to support all High Quality Career Technical Pathways at KECD.

This agreement will become effective upon receipt of this document with original signatures of the Superintendent or Authorized Designee from each of the participating LEAs and will extend through the duration of the state CTEIG Program funding, or until revised or disbanded by the participating LEAs.

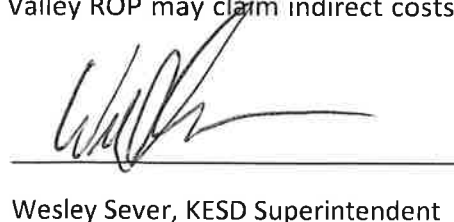
As the administrative agency for the Consortium, Valley ROP will receive and administer the allocated funds, and submit the necessary plans, applications, and all fiscal claims to the California Department of Education (CDE). Each of the LEAs participating in this Consortium will cooperate in the development of these documents and will provide timely responses to the fiscal agent's request for information and data. CTE must be explicitly mentioned in the LCAP for districts to qualify.

KESD will allocate the Average Daily Attendance (ADA) of their students in their district that will participate in the CTE programs to determine funding for this specific CTEIG funding structure. Each member will submit data on CTE students according to what they are claiming or allocating of ADA for the grant funding structure of ADA, as outlined in Education Code created to fund the CTEIG. KESD will sign all grant assurances and comply with all requirements as a grant recipient for the CTEIG funding, as outlined in the 2023-2024 RFA.

Grant funds allocated from an LEA'S ADA will be used for CTE purposes for that Partner Institution, if an Partner Institution is unable to expend the funds within 60 days of the state deadline, the funds will be redistributed within the consortium by agreement of the Member LEAs. Valley ROP may claim indirect costs incurred based on the approved state rate.



Fabrizio Lofaro, VROP Superintendent



Wesley Sever, KESD Superintendent



Valley Regional Occupational Program

1305 "Q" Street
Sanger, CA 93657
Phone: 559-876-2122
Fax: 559-876-2102

Date: Monday, April 10, 2023

To: Wesley Sever, Kingsburg Elementary SD;
Bobby Rodriguez, KESD Chief Business Official

From: Fabrizio Lofaro, Superintendent

RE: CTEIG – Round 8 – Year 03 Transfer to Kingsburg Elem. - 2023-2024

The transfer for the 8th Round of the **Career Technical Education Incentive Grant (CTEIG)** will be made from Valley ROP to **Kingsburg Elem.** by September 2023. The CTEIG provides funding for expanding and developing CTE Pathways. The grant funds received help thousands of students and schools expand and enhance career pathways and access to specialized training. The funds can only be used with teachers credentialed with a CTE Credential. Valley ROP will be meeting with the High School site administrators to determine how to allocate the Valley ROP CTEIG funds to each pathway and project.

The transfer will be in the amount of **\$49,298** and will need to be recorded under year 3 of the grant, **budget code 63870. CDE will transfer 90% of the initial CTEIG allocation, first and then transfer the remaining 10% after January 2025. The total allocation will need to be spent before June 2024.**

(See District's CTEIG allocation attachment).

Valley ROP will also request Budget Summary and Budget Reports from each district to create the Fiscal Reports that CDE will require on a quarterly basis.

EC Section 53073 requires the CDE, in collaboration with the SBE, to use specified metrics to determine the eligibility of a grant applicant. Grantees are required to generate and submit the following data points into the California Longitudinal Pupil Achievement Data System **(CALPADS)**:

- a) The high school graduation rate
- b) The number of pupils completing CTE coursework
- c) The number of pupils meeting academic and career-readiness standards as defined in the College/Career Indicator associated with the California School Dashboard
- d) The number of pupils obtaining an industry-recognized credential, certificate, license, or other measure of technical skill attainment
- e) The number of former pupils employed and the types of businesses in which they are employed
- f) The number of former pupils enrolled in any of the following:
 - A postsecondary educational institution
 - A state apprenticeship program
 - A form of job training other than a state apprenticeship program

Valley ROP will work with each individual district to ensure that the correct data is submitted to CALPADS. If all CTEIG Expenditure Report(s) and Completer data are not completed on time or if the grant conditions are not satisfactorily met, the grantee will be invoiced an amount, up to the entire amount of the grant award, which the grantee shall be responsible for paying.

The 2023-2024 CTEIG funds will need to be completely spent by June 30 2024. Money from the 7th round which has not been spent or encumbered by June 30, 2024 might have to be returned to the California Department of Ed. (CDE). As the LEA of the CTEIG Consortium and the Fiscal Agent, my goal is to make sure that all the funds are spent according to legislation and within the timeframe of the grant.

Please let me know if you have any question.

Attachments:

- CTEIG allocation
- Allowable and Non Allowable Expenses

Cc: Wesley Sever, Kingsburg Elementary SD
Dora Alvarado, VROP Business Manager
Melody Lee, Principal Rafer Johnson MS
Matt Stovall, Kingsburg Elementary SD Assistant Superintendent

Kingsburg Elementary Charter School District Board Agenda Item

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**All Board items are subject to approval by the Board President.*

1. Agenda Item:

PE Curriculum and Equipment

2. Agenda Item Category:

Consent Agenda

✓ Action Item

Presentation

Public Hearing

Closed Session

3. Submitted By:

Matt Stovall

4. Attachments:

Not Applicable

✓ To Be Enclosed with Board Packets

***Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board**

5. Purpose:

To encourage Physical Education at our school sites, we would like to provide our teachers with the SPARK

PE curriculum and the equipment packs that accompany the program. We believe this will help encourage
our students to stay healthy physically and mentally.

6. Financial Impact:

\$36,457.67

7. Funding Source:

LCFF - S&C = 0100-09000-0-1110-1000-430000-000

8. District Goals This Item Will Meet:

✓ Increase Student Achievement

✓ Provide a Safe, Positive and Healthy Learning Environment

Develop 21st Century Skills by Furthering the Use of Technology in the Classroom

Increase Parent Involvement and Continue to Promote Public Relations

Maintain a Sound Fiscal Condition - "Keep the Family Together!"

GOPHER

The leader in Physical Education, Athletics, and Fitness equipment

Dear Matt,

On behalf of the Gopher & SPARK teams, thank you for the opportunity to draft this proposal. On the pages that follow, I hope to convey the messages of who we are, what we do, and our programmatic approach.

Since 1989, SPARK has been providing a coordinated package of **research-based curriculum, on-site teacher training, content-matched equipment, and extensive follow up support** to teachers representing schools, organizations, and agencies worldwide. Our research background and [these publications](#) prove that SPARK works and can be sustained. Plus, our years of “real-world” field-testing have taught us how to modify SPARK to meet the needs of YOUR students and teachers. Don’t just take our word for it; [hear testimonials from SPARK users!](#) SPARK is exclusively available from Gopher.

Hopefully, this proposal begins a process that will lead to our shared goal – healthier, happier students and staff.



I will follow up with you shortly to see if I captured your goals and objectives in this first draft. Our entire team is looking forward to exceeding your expectations.

Sincerely,

Handwritten signature of Brian Hull.

Brian Hull
SPARK Territory Sales Manager
Phone: 507.446.2219
Email: brianhull@sparkpe.org

The **GOPHER** promise to you!

For over 75 years, Gopher has been committed to serving physical education, athletics, and fitness professionals. We are here to help you achieve your program goals and are proud to dedicate our efforts toward increasing physical activity. We look forward to serving you now and in the future.

When you choose Gopher, you will always receive:



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If you are not satisfied with a product for any reason at any time, we'll replace it or refund your money.

No hassles. No exclusions. No kidding!

Gopher equipment will last but this funding won't. Choose the best equipment backed by the best guarantee!



Experience with Large Projects

Gopher has been working hand-in-hand with districts and schools to enhance their programs, as well as ensure a smooth order and delivery experience, for 75 years.

Recently, Gopher has been helping districts with federal relief funding (ESSER).



Superior Customer Care

When you contact Gopher, you will receive a prompt response from a friendly and knowledgeable representative trained to meet your every need!



Exclusive Products

Inventing products that solve problems and finding new ways to promote physical activity is our passion. Our selection features high-quality items designed to enhance or expand your program that you can't find anywhere else!

SPARK™

Exclusive Home of SPARK

Gopher is proud to be the exclusive partner of SPARK, the world's most researched physical education and physical activity program. Featuring comprehensive curriculum sets for K-2, 3-6, Middle School, and High School physical education, SPARK provides everything you need to improve physical activity and overall engagement in PE.

GopherSport.com

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The leader in Physical Education, Athletics, and Fitness equipment

For over 30 years, SPARK has been dedicated to creating, implementing, and evaluating research-based programs that promote lifelong wellness. To ensure a successful implementation of your program, you will want to learn more about the four essential components of SPARK.

The 4 Essential Components of SPARK

Teacher Resources



The world's most researched curriculum solutions, proven to get results!

[LEARN MORE](#)

Professional Development



Interactive training that engages teachers and ensures effective implementation.

[LEARN MORE](#)

Equipment Sets



Content-matched equipment provides everything you need to execute the program.

[LEARN MORE](#)

Follow-up Support



Once a SPARKer, always a SPARKer. We are here to support your program... always!

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Teacher Resources Overview

Manual

- Instructional units written in scope and sequence
- All lessons include learning targets and objectives
- Social and emotional learning
- Aligned to State and National Standards

SPARKfolio

- Holds and organizes teaching materials
- Skill & station cards
- Highlight referenced materials are laminated
- Durable box makes it easy to transport/share



Music CD

- Contains the music you need on one CD
- Warm-up and cool-down music
- Interval and circuit music

SPARKfamily.org Subscription

- Digital access to your SPARK program materials
- Interactive alignment and assessment tools
- Activity preview videos for K-2, 3-6, and Middle School
- Exclusive web-only units



SPARK APP

Access your SPARK program(s) in the palm of your hand with the first physical education and assessment app!



Quote

Quote #: QT123278

Quote Date: 05-May-2023

Expire Date: 04-Jun-2023

Contact Name: Matt Stovall

Ship To:

Kingsburg Elem Charter Sd
1310 Stroud Ave
Kingsburg CA 93631
United States

Sales Manager: Brian Hull

brianhull@sparkpe.org

Tel: 855-500-3623

Fax: 507-446-2219

Shipping Contact:

Bill To:

Kingsburg Elem Charter Sd
1310 Stroud Ave
Kingsburg CA 93631
United States

Quote Total:

\$36,457.67

Billing Contact:

Item availability may change hourly based on incoming orders. Please place your order quickly to ensure fast shipment of your product(s).

Item	Qty Requested	Qty Available	Est Ship Date	Unit Price	Extended Price
21-901 SPARK - K-2, Set 3 (Manual/Music CD/3-year Subscription/Folio), 2020	3	224	05-May-2023	\$449.00	\$1,347.00
Item Promotion				-3%	(\$40.41)
40-873 SPARK - 3-6, Set 3 (Manual/Music CD/3-year Subscription/Folio), 2020	3	237	05-May-2023	\$449.00	\$1,347.00
Item Promotion				-3%	(\$40.41)
21-680 Spark Grades K-2 Standard Equipment Pack	1	6	05-May-2023	\$5,999.00	\$5,999.00
Item Promotion				-3%	(\$179.97)



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Unconditional 100% Satisfaction Guarantee

Your satisfaction is our #1 priority. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price. No questions. No hassles. No exclusions. No kidding!

Phone: 800-533-0446

Fax: 800-451-4855

customer@care@gophersport.com

Phone: 507-451-7470

International Customers:
globalservices@gophersport.com

Fax: 507-451-4755



QT123278



Quote

Quote #: QT123278

Quote Date: 05-May-2023

Expire Date: 04-Jun-2023

Item	Qty Requested	Qty Available	Est Ship Date	Unit Price	Extended Price
21-680 Spark Grades K-2 Standard Equipment Pack	1	6	05-May-2023	\$5,999.00	\$5,999.00
Item Promotion				-3%	(\$179.97)
21-680 Spark Grades K-2 Standard Equipment Pack	1	6	05-May-2023	\$5,999.00	\$5,999.00
Item Promotion				-3%	(\$179.97)
21-682 Spark Grades 3-6 Standard Equipment Pack	1	1	05-May-2023	\$6,299.00	\$6,299.00
Item Promotion				-3%	(\$188.97)
21-682 Spark Grades 3-6 Standard Equipment Pack	1	1	05-May-2023	\$6,299.00	\$6,299.00
Item Promotion				-3%	(\$188.97)
Contract Information: Omnia Partners contract C16-SRD-010. Kingsburg Elementary Charter School District Force ID 4039671.					



Unconditional 100% Satisfaction Guarantee

Unconditional 100% Satisfaction Guarantee

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Fax: 507-451-4755



QT123278



Quote

Quote #: QT123278

Quote Date: 05-May-2023

Expire Date: 04-Jun-2023

Promotion Code:

OMNIA-3
(\$998.67)

G - 2% off \$25,000-\$50,000
(\$645.81)

Subtotal: \$32,290.33

Shipping, Handling & Processing: \$1,614.52

Estimated Sales Tax : \$3,198.63

Quote Total: \$36,457.67

Order prepayment may be required. We offer 30-day terms on approved credit. Full payment terms and wire transfer information are available by request.



Unconditional 100%
Satisfaction Guarantee

Unconditional 100% Satisfaction Guarantee

Your satisfaction is our #1 priority. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price. No questions. No hassles. No exclusions. No kidding!

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Phone: 507-451-7470

International Customers:
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Fax: 507-451-4755



QT123278

Kingsburg Elementary Charter School District

Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

**All Board items are subject to approval by the Board President.*

1. Agenda Item:

Professional Learning Agreement - FCSS

2. Agenda Item Category:

Consent Agenda

☒ Action Item

Presentation

Public Hearing

Closed Session

3. Submitted By:

Matt Stovall

4. Attachments:

Not Applicable

☒ To Be Enclosed with Board Packets

**Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board*

5. Purpose:

Professional development to support state expectations and standards, including but not limited to focus on math, ELA, designated and integrated ELD, arts-music education, instructional technology, leadership coaching for our administrators, SEL and support for other content areas.

6. Financial Impact:

\$174,350

7. Funding Source:

LCFF, TIIA and TIII

8. District Goals This Item Will Meet:

☒ Increase Student Achievement

Provide a Safe, Positive and Healthy Learning Environment

Develop 21st Century Skills by Furthering the Use of Technology in the Classroom

Increase Parent Involvement and Continue to Promote Public Relations

Maintain a Sound Fiscal Condition - "Keep the Family Together!"



PROFESSIONAL LEARNING/TRAINING AGREEMENT
("Agreement")

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

COVER

Program/Event:

AGENCY Kingsburg Elementary Charter School District ("Agency") Attn: Dr. Wesley Sever, Superintendent 1310 Stroud Ave. Kingsburg, CA 93631 Phone: (559) 897-2331 Email: wsever@kesd.org	FCSS Fresno County Superintendent of Schools ("FCSS") Attn: Bradley Huebert, Executive Director Dept.: Curriculum & Instruction Fresno County Office of Education 1111 Van Ness Ave. Fresno, CA 93721 Phone: (559) 497-3924 Email: bhuebert@fcoe.org
CONTRACT TERM (see § 3.1) "Effective Date": July 1, 2023 "Termination Date": May 31, 2024	TERMINATION DURING CONTRACT TERM (see § 3.2) Ground for termination: With or without cause "Notice Period": At least 30 before the effective date of termination of this Agreement
FCSS OBLIGATIONS. Unless specifically stated otherwise on this Cover, FCSS shall provide all labor, materials, supplies, equipment, and transportation necessary to perform the following "Services" : 1. <i>Description of Professional Learning/Training:</i> FCSS shall provide the following professional learning/training: <ul style="list-style-type: none">• English Language Arts/English Learner Support Professional Learning and Coaching: 18 days at \$1,100 = \$19,800 and 37 half days at \$550 per day = \$20,350 totaling \$40,150• Math Professional Learning and Coaching: 52 days at \$1,100 per day = \$57,200 and 20 half days at \$550 = \$11,000 totaling \$68,200• Instructional Technology Professional Learning and Coaching: 12 days at \$1,100 per day = \$13,200• Leadership Professional Learning and Coaching: 30 days at \$1,100 per day = \$33,000• Arts Education Professional Learning and Coaching: 9 days at \$1,100 per day = \$9,900 and 18 half days at \$550 per day = 9,900 totaling \$19,800	
2. <i>Date(s) of Professional Learning/Training:</i> The Parties' staff will coordinate and schedule the particular date(s) on which FCSS will conduct the professional learning/training, which date(s) shall be within the Contract Term.	
3. <i>Location of Professional Learning/Training:</i> The Parties' staff will coordinate and determine the location(s) of the professional learning/training.	
CONTRACT AMOUNT AND PAYMENT SCHEDULE (see Art. 2). Agency shall pay FCSS the Contract Amount stated below pursuant to the following "Payment Schedule" (<i>mark one and complete as indicated</i>): "Contract Amount" of \$174,350 , the breakdown of which is set forth above under FCSS OBLIGATIONS. FCSS shall submit each invoice for payment to Agency as follows: November 2023 and May 2024 . Agency shall pay FCSS within 30 days after: (A) FCSS has completed the Services required of FCSS for the period for which FCSS requests payment; and (B) Agency has received FCSS' invoice requesting payment for such Services.	
AGENCY OBLIGATIONS. Agency shall perform all obligations required of Agency as set forth elsewhere in this Agreement and the following:	

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

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Agency and FCSS, separately referred to as a “**Party**” and collectively as the “**Parties**,” have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

AGENCY

FCSS

By: _____
Print Name: Dr. Wesley Sever
Title: Superintendent

By: _____
Dr. Michele Cantwell-Copher, Superintendent
or Authorized Designee

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

//

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

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

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

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

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

SECTION 1.2 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Party shall comply with all laws and related regulations applicable to its performance of this Agreement, and all laws and related regulations for which it agrees to comply under this Agreement (collectively and separately referred to as "**Applicable Law**") and shall include any amendment thereto and laws and related regulations that are effective as of the Effective Date or that become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an Applicable Law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the Applicable Law in which case the provision in the Applicable Law shall govern to the extent provided in the Applicable Law. Each Party shall comply with the terms and conditions of each grant (if any) that provides funding for this Agreement and all applicable laws, regulations, and requirements.

SECTION 1.3 WORK PRODUCTS AND RIGHTS THERETO. The provisions in this Section shall survive the termination of this Agreement and apply to any Work that a Party prepares for or provides to the other Party pursuant to this Agreement. Each Party's Work shall remain its property and that Party shall have all interests and rights thereto. Each Party grants to the other Party a limited license during the Contract Term to use and reproduce those portions of the other Party's Work necessary for the Party's performance of this Agreement. Upon termination of this Agreement and upon a Party's request, the other Party shall return any or all Work that belongs to the requesting Party. "**Work**" means any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION.

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

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

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

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

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

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

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Agency's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INSURANCE.

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

ARTICLE 5 INDEMNITY.

Except as stated on the Cover in which case such provisions shall govern to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("**Indemnitor**") shall: (A) indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent

circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. **"Claim"** means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. **"Loss"** means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that is *not* any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Agency; (C) an officer, employee, or agent of FCSS; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision, each a **"Determination,"** by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Agency shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Agency shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Agency shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

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

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that each Party does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

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

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, ***if to FCSS, a copy of any notice and demand by email to:*** FCSS Legal Services at legalservices@fcoe.org. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

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Kingsburg Elementary Charter School District

Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

**All Board items are subject to approval by the Board President.*

1. Agenda Item:

Consider Approval of new 2023-24 Pupil Personnel Services Salary Schedule/Revised Cert Mgmt and Cert Schedules

2. Agenda Item Category:

Consent Agenda

✓ Action Item

Presentation

Public Hearing

Closed Session

3. Submitted By:

Carol Bray

4. Attachments:

Not Applicable

✓ To Be Enclosed with Board Packets

*Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board

5. Purpose:

Created a new 2023-24 Pupil Personnel Services Salary Schedule and updated annual salaries for the Speech/Language Pathologist position to be competitive with other Districts. This resulted in revising the 2023-24 Certificated Management and Certificated Salary Schedules as well.

6. Financial Impact:

Approximately \$54,000 in increased salaries and benefits

7. Funding Source:

Special Education/General Fund

8. District Goals This Item Will Meet:

Increase Student Achievement

✓ Provide a Safe, Positive and Healthy Learning Environment

Develop 21st Century Skills by Furthering the Use of Technology in the Classroom

Increase Parent Involvement and Continue to Promote Public Relations

✓ Maintain a Sound Fiscal Condition - "Keep the Family Together!"

KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT**2023-24****PUPIL PERSONNEL SERVICES SALARY SCHEDULE****SCHOOL PSYCHOLOGIST**

193 day minimum

2% longevity every 3 years after Step 10

1	2	3	4	5	6	7	8	9	10
75,660	78,994	82,329	85,663	88,998	92,334	95,667	99,003	102,336	105,672

CREDENTIALLED SCHOOL NURSE - with Master's Degree

184 day minimum

2% longevity every 3 years after Step 15

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
74,812	76,810	78,808	80,806	82,804	84,802	86,800	88,798	90,796	92,794	94,792	96,790	98,788	100,786	102,783

CREDENTIALLED SCHOOL NURSE

184 day minimum

2% longevity every 3 years after Step 15

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
72,921	74,919	76,917	78,915	80,913	82,911	84,909	86,907	88,905	90,903	92,901	94,899	96,897	98,895	100,891

CREDENTIALLED SPEECH/LANGUAGE PATHOLOGIST

184 day minimum

2% longevity every 3 years after Step 15

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
64,162	66,773	69,384	71,995	74,606	77,217	79,828	82,439	85,050	87,661	90,272	92,883	95,494	98,105	100,716

SPEECH/LANGUAGE PATHOLOGIST (Variable Term Waiver)

184 day minimum

2% longevity every 3 years after Step 15

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
60,162	62,773	65,384	67,995	70,606	73,217	75,828	78,439	81,050	83,661	86,272	88,883	91,494	94,105	96,716

- 1) Annual Salary based on 8 hours per day
- 2) Step placement on the salary schedule will be based on full time years of experience. (1,472 hours = 1 year)
- 3) Hourly rates - School Psychologist - \$47.00/hr; Credentialed Nurse - \$46.00/hr; Substitute Registered Nurse hourly rate - \$35.00/hr; SLP - Based on years of service as SLP
- 4) \$1,751 for doctorate degree paid annually in equal monthly installments over time

KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT**2023-24****CERTIFICATED MANAGEMENT SALARY SCHEDULE****ASSISTANT SUPERINTENDENT - CURR & INSTR/SPECIAL PROJECTS***

1	2	3	4	5	6	7	8	9	10	
145,974	148,691	151,408	154,126	156,843	159,560	162,278	164,995	167,712	170,433	219 day minimum 2% longevity every 3 years after Step 10

K-6 PRINCIPAL *Washington/Roosevelt/CVHS198 day minimum
2% longevity every 3 years after Step 10

1	2	3	4	5	6	7	8	9	10
117,302	118,555	119,811	121,059	122,310	123,564	124,813	126,065	127,316	128,568

Lincoln/Reagan

1	2	3	4	5	6	7	8	9	10
119,622	120,877	122,129	123,379	124,631	125,882	127,134	128,384	129,636	130,886

MIDDLE SCHOOL PRINCIPAL *

1	2	3	4	5	6	7	8	9	10	
123,764	125,050	126,332	127,615	128,897	130,181	131,463	132,746	134,030	135,312	203 day minimum 2% longevity every 3 years after Step 10

DIRECTOR OF SPECIAL EDUCATION & STUDENT SERVICES*

1	2	3	4	5	6	7	8	9	10	
131,148	132,497	133,842	135,188	136,534	137,880	139,227	140,573	141,921	143,264	213 day minimum 2% longevity every 3 years after Step 10

DIRECTOR OF EXPANDED LEARNING & ENGLISH LEARNER PROGRAMS*

1	2	3	4	5	6	7	8	9	10	
135,450	136,858	138,248	139,638	141,029	142,419	143,810	145,200	146,589	147,981	220 day minimum 2% longevity every 3 years after Step 10

ACADEMIC LEARNING DIRECTOR (2-3)/LEARNING DIRECTOR (4-5-6, 7-8) *

1	2	3	4	5	6	7	8	9	10	
99,079	101,103	103,127	105,151	107,176	109,200	111,224	113,248	115,273	117,302	198 day minimum 2% longevity every 3 years after Step 10

All positions listed above are based on 8 hour days

*\$1,751 for doctorate degree paid annually in equal monthly installments over time.

*\$75.00 per hour for Community Schools-Coordinator Special Projects

0% Over 2022-23 Salary Schedule

Proposed to the Board 5/15/2023, Effective 7/1/2023

KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT

2023-24

Certificated Salary Schedule

STEP	BA-0 PIP/STSP/Intern	BA-15 Intern	BA-30	BA-45	BA-45 +M	BA-60	BA-60 +M	BA-75	BA-75 +M	BA-90	BA-90 +M
1	51,862	53,757	55,711	57,744	59,606	59,740	61,603	62,299	64,162	64,858	66,722
2	52,727	54,625	56,578	58,604	60,467	61,192	63,054	63,777	65,641	66,364	68,227
3	53,614	55,496	57,450	59,467	61,331	62,052	63,915	64,639	66,503	67,225	69,085
4	55,093	56,652	58,605	60,626	62,487	63,222	65,086	65,821	67,685	68,419	70,282
5	56,000	57,876	59,831	61,838	63,702	64,434	66,298	67,036	68,900	69,632	71,496
6	57,680	59,537	61,454	63,431	65,295	66,019	67,884	68,604	70,467	71,189	73,052
7	59,628	61,470	63,369	65,330	67,194	67,914	69,778	70,498	72,362	73,084	74,947
8	61,575	63,404	65,287	67,225	69,085	69,811	71,674	72,396	74,260	74,977	76,841
9	63,515	65,332	67,200	69,122	70,986	71,707	73,570	74,292	76,156	76,874	78,738
10	65,466	67,266	69,116	71,015	72,878	73,602	75,466	76,188	78,051	78,770	80,633
11	67,395	69,188	71,028	72,915	74,778	75,497	77,360	78,085	79,948	80,667	82,530
12	69,347	71,122	72,943	74,808	76,674	77,393	79,257	79,979	81,843	82,562	84,427
13	71,310	73,064	74,861	76,704	78,568	79,289	81,153	81,876	83,740	84,460	86,322
14	73,245	74,988	76,773	78,600	80,463	81,185	83,049	85,150	87,015	86,355	88,218
15	74,187	75,930	77,714	79,538	81,402	82,126	83,989	86,559	88,422	87,999	89,862
16	75,490	77,241	79,033	80,866	82,729	83,462	85,326	88,390	90,253	90,075	91,939
17	76,417	78,175	79,973	81,806	83,669	84,406	86,271	89,804	91,667	91,725	93,590
18	78,738	80,510	82,321	84,174	86,037	86,803	88,667	92,985	94,848	95,291	97,154
19	81,046	82,837	84,668	86,543	88,404	89,198	91,061	96,164	98,027	98,855	100,718

\$1,751 for doctorate degree paid annually in equal monthly installments over time.

2% added every 3 years after Step 19

1. Annual Salary based on 184 duty days. Library/Media Specialist and Academic Coaches are 191 duty days.
2. "Acceptable units" are defined as those applicable toward a credential or as units determined as being those which in all probability will benefit the students, teacher, and/or the district.
 - a. Courses for credit must be of graduate level or higher, and taken at an accredited college or university.
 - b. Courses must be appropriate and relevant to the grade level and instructional program in which the teacher is involved.
 - c. Courses must be approved before enrollment for courses 76-90 units.
3. Step placement on the salary schedule will be determined by verification of out-of-district full-time experience up to 8 years or a higher step placement may be added for hard to fill positions as determined by the Superintendent.
4. \$1,500.00 Special Education Stipend for Counselors, RSP Teachers, Academic Coach/Special Ed & Student Services per FTE per year, paid in equal installments over time.
5. \$2,500.00 Choral Director Stipend; \$2,500 Band Director Stipend, per FTE per year, paid in equal installments over time.
6. Arrangements must be made on or before March 1 for a change in classification.
7. Additional salary may be granted for special assignments involving added duties or responsibilities.
8. "Day-to-day" substitute teachers will receive a daily salary of \$175 for a full day and \$90 for a half day. "Long-term" substitute teachers (20 consecutive days or more in the same classroom) will receive \$185 per day.
9. Hourly rates: Classroom Teacher - \$40/hr; Counselor - \$40/hr; Teacher Daily Rate: \$175/day

0% Over 2022-23 Salary Schedule

Proposed to the Board 5/15/2023, Effective 7/1/2023

Kingsburg Elementary Charter School District Board Agenda Item

NOTE: All school employees (1) requesting to have an item placed on the Board agenda or (2) requesting to present an agenda item shall submit this completed form (signed by their site administrator) to the Superintendent at least 10 working days prior to the scheduled meeting date.

**All Board items are subject to approval by the Board President.*

1. Agenda Item:

CSPP Revised Job Descriptions

2. Agenda Item Category:

Consent Agenda

☒ Action Item

Presentation

Public Hearing

Closed Session

3. Submitted By:

Bobby Rodriguez, Chief Business Official

4. Attachments:

Not Applicable

☒ To Be Enclosed with Board Packets

***Overnight trip requests require itinerary, location, dates and flyer to be submitted to the Board**

5. Purpose:

To revise the job descriptions for Teacher - Preschool and State Preschool Paraprofessional.

With the approved expansion of our current CSPP, we are needing to hire additional staff for classroom B. The revised job descriptions are aligned with what is required by the California Department of Education for Early Childhood Education.

6. Financial Impact:

N/A

7. Funding Source:

Fund 12, Resource 61050

8. District Goals This Item Will Meet:

☒ Increase Student Achievement

☒ Provide a Safe, Positive and Healthy Learning Environment

Develop 21st Century Skills by Furthering the Use of Technology in the Classroom

☒ Increase Parent Involvement and Continue to Promote Public Relations

Maintain a Sound Fiscal Condition - "Keep the Family Together!"

KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT
TEACHER – PRESCHOOL
(Certificated Position)

Primary Function:

Under the supervision of the Site Supervisor, provides a center-based education program for children using developmentally appropriate practices for preschool and complies with Community Care Licensing Regulations.

Directly Responsible to:

Site Supervisor

Supervisory Responsibility:

Teacher Assistant

Assigned Responsibilities:

Leadership

- Administers all phases of the program, with respect to educational, social, and health needs of the children.
- Plans, prepares, and implements developmentally appropriate curriculum.
- Promotes active parent involvement.
- Plans field trips to enhance curriculum.
- Develops lesson plans under supervision of the Site Supervisor.
- Works closely with the Site Supervisor to assure satisfactory progress of each child in the program.
- Administers the DRDP, and Kingsburg Pre-K assessments and maintains accurate records of student achievement.
- Assists Site Supervisor in maintaining Early Stars QRIS requirements.
- Assists Site Supervisor in maintaining a high quality preschool program.
- Maintains the confidentiality of staff, parent, child, client, community and agency information included in files, conversations, meetings, correspondence, or any other source.
- Possesses a philosophy and educational standard of excellence consistent with those of the district and the community.
- Engages in personal and professional development.
- Shares information and knowledge with others.
- Represents the Kingsburg Elementary Charter School District in the community in a professional and competent manner.
- Acts as a professional role model for parents, children, community members and co-workers.
- Provides a mentoring relationship with paraprofessionals and classroom volunteers.
- Reports suspected child abuse in accordance with Kingsburg Elementary Charter School District procedures.
- Keeps informed of current theories and practices in the field.
- Attends pre- and in-service training and other training as required.
- Participates in new staff orientation/mentoring activities.
- Participates in staff meetings.
- Provides translation support as needed and where applicable.
- Maintains a safe and sanitary classroom and outdoor environment in accordance with Kingsburg Elementary Charter School District standards and Department of Social Services regulations.
- Provides children with a culturally relevant, developmentally appropriate learning environment which leads to increased social, cognitive, physical, and emotional competence and development.
- Conducts at least two parent-teacher conferences per year per child.
- Attends IEP meetings to provide information on the child as needed and where applicable.
- Conducts child screenings within 60 and 120 days of enrollment.
- Follows referral procedures in seeking assistance in meeting child developmental needs.
- Assists children and families in transition to the next level with appropriate activities and transfer of records.
- Prepares and maintains classroom records and reports required for individual class program compliance.

Assigned Responsibilities (continued):

- Plans and implements an Individual Child Development Plan for each child based on ongoing assessment of developmental strengths and needs.
- Provides an environment for children that is conducive to learning by setting up an appropriate room arrangement.
- Writes monthly education plans and daily lesson plans which reflect the goals of the monthly education plans.
- Works with appropriate staff in developing classroom curriculum, establishing classroom rules and setting consistent limits on children's behavior that encourages individual growth and a positive self-image and ensures the safety of children and adults.
- Provides a language model for children.
- Provides positive interaction with children on a daily basis.
- Encourages children to solve problems using open-ended questions.
- Provides positive feedback to encourage children to try new things.

Building Family Partnerships

- Attends parent meetings, as required.
- Participates in parent orientation meetings.
- Involves parents, families, and community volunteers in program activities and supervises volunteer efforts.
- Develops good rapport and communication with parents and reinforces the concept that parents are the primary educators of their children.
- Supports and assists parent volunteers in classroom and/or other activities.

Other Duties

- Adheres to the Americans with Disabilities Act (ADA-1992), which prohibits discriminatory actions toward children and/or adults with disabilities. In particular, children with disabilities are enrolled in the classroom as mandated by Federal Law.
- Strictly follows universal precautions in the classroom and when administering first aid.

Minimum Qualifications:

- Ability to work independently, follow directions, and follow through on duties and responsibilities.
- Ability to lift 50 lbs., bend to children's level and sit and stand for long periods of time.
- Ability to work cooperatively with others.
- Ability to understand and carry out oral and written instructions.
- Ability to relate positively with students, staff and parents.
- Ability to read, write and communicate effectively in the English language.
- Ability to read, write and communicate in Spanish preferred.
- Must be reliable and prompt.
- Must learn and follow Kingsburg Elementary Charter School District and Preschool policies and procedures.

Knowledge of:

- Child growth and development principles.
- Encouraging the development of self-awareness, autonomy and self-expression.
- Supporting the development of physical skills.
- Desired Results Developmental Profiles
- California Preschool Curriculum Framework
- NAEYC Quality Standards

Education/Experience:

- Must possess a valid Child Development Teacher Permit or higher issued by the Commission on Teacher Credentialing.

Licenses or Certificates:

- Must have CPR Certification within 90 days of hire.
- Must have First Aid Certification within 90 days of hire.

Other Requirements:

- Must be able to relate with all people of the community regardless of ethnic, racial, or religious background, sexual orientation or socio-economic level.
- Must be dedicated to the goals and philosophy of Kingsburg Elementary Charter School District.
- Must pass TB skin test, TB Risk Assessment Form, or chest X-ray.
- Must provide proof of a current physical within the last year.
- Must possess emotional maturity, stability, tactfulness, and the ability to provide professional leadership.
- Must complete all background requirements: live scan fingerprint clearance, acknowledgement of child abuse reporting responsibility, criminal record statement and receive satisfactory clearance from all licensing and investigative authorities.
- Must use reasonable precautions in the performance of duties and adhere to all applicable safety rules and practices; and act in such a manner as to ensure at all times maximum safety to one's self, fellow employees, clients and children.
- Proof of Immunizations: Influenza, pertussis, and measles or a medical waiver as per Health Safety Code 1596.7995 within 30 days of hire.

Notice: Employment in the Kingsburg Elementary Charter School District's Child Development Program is contingent upon continued categorical funding.

Board Approved: April 20, 2015
Revised: May 9, 2023
Revision Approved: May 15, 2023

KINGSBURG ELEMENTARY CHARTER SCHOOL DISTRICT
STATE PRESCHOOL PARAPROFESSIONAL

Primary Function:

Under the supervision of the Site Supervisor, or Teacher, provides a center-based education program for children using developmentally appropriate practices for preschool and complies with Community Care Licensing Regulations. Assists the teacher in the instruction and supervision of students.

Directly Responsible to:

Site Supervisor or Teacher

Assigned Responsibilities:

- Assists teacher in daily operation.
- Develops skills in methods of teaching and as skills gained takes more responsibility in the implementation of classroom curriculum.
- Cooperates in performing paperwork tasks and all other duties assigned for the maintenance of a smooth operation.
- Performs other duties as assigned by Site Supervisor or teacher.
- Maintains the confidentiality of staff, parent, child, client, community and agency information included in files, conversations, meetings, correspondence, or any other source.
- Possesses a philosophy and educational standard of excellence consistent with those of the district and the community.
- Engages in personal and professional development.
- Represents the Kingsburg Elementary Charter School District in the community in a professional and competent manner.
- Acts as a professional role model for parents, children, community members and co-workers.
- Reports suspected child abuse in accordance with Kingsburg Elementary Charter School District procedures.
- Keeps informed of current theories and practices in the field.
- Attends pre- and in-service training and other training as required.
- Participates in new staff orientation/mentoring activities.
- Provides translation support as needed and where applicable.
- Maintains a safe and sanitary classroom and outdoor environment in accordance with Kingsburg Elementary Charter School District standards and Department of Social Services regulations.
- Provides children with a culturally relevant, developmentally appropriate learning environment which leads to increased social, cognitive, physical, and emotional competence and development.
- Assists with providing an environment for children that is conducive to learning by setting up an appropriate room arrangement.
- Works with appropriate staff in developing classroom curriculum, establishing classroom rules and setting consistent limits on children's behavior that encourages individual growth and a positive self-image and ensures the safety of children and adults. Assist with planning and preparing curriculum.
- Provides a language model for children.
- Provides positive interaction with children on a daily basis.
- Encourages children to solve problems using open-ended questions.
- Provides positive feedback to encourage children to try new things.

Building Family Partnerships

- Attends parent meetings, as required, providing child care and translation when needed.
- Participates in parent orientation meetings.
- Involves parents, families, and community volunteers in program activities and supervises volunteer efforts.
- Develops good rapport and communication with parents and reinforces the concept that parents are the primary educators of their children.
- Supports and assists parent volunteers in classroom and/or other activities.

Other Duties

- Adheres to the Americans with Disabilities Act (ADA-1992), which prohibits discriminatory actions toward children and/or adults with disabilities. In particular, children with disabilities are enrolled in the classroom as mandated by Federal Law.
- Strictly follows universal precautions in the classroom and when administering first aid.

Minimum Qualifications:

- Ability to work independently, follow directions, and follow through on duties and responsibilities.
- Ability to lift 40 lbs., bend to children's level, and sit and stand for long periods of time.
- Ability to work cooperatively with others.
- Ability to understand and carry out oral and written instructions.
- Ability to relate positively with students, staff and parents.
- Ability to read, write and communicate effectively in the English language.
- Ability to read, write and communicate in Spanish preferred.
- Must be reliable and prompt.
- Must learn and follow Kingsburg Elementary Charter School District and Preschool policies and procedures.

Knowledge of:

- Child growth and development principles.
- Encouraging the development of self-awareness, autonomy and self-expression.
- Supporting the development of physical skills.

Education/Experience:

- Must possess at least 12 ECE Units.

Licenses or Certificates:

- Must have CPR Certification within 90 days of hire.
- Must have First Aid Certification within 90 days of hire.

Other Requirements:

- Must be able to relate with all people of the community regardless of ethnic, racial, or religious background or socio-economic level.
- Must be dedicated to the goals and philosophy of Kingsburg Elementary Charter School District.
- Must pass TB skin test, TB Risk Assessment Form, or chest X-ray.
- Must provide proof of a current physical within the last year.
- Must possess emotional maturity, stability, tactfulness, and the ability to provide professional leadership.
- Must complete all background requirements: live scan fingerprint clearance, acknowledgement of child abuse reporting responsibility, criminal record statement and receive satisfactory clearance from all licensing and investigative authorities.
- Must use reasonable precautions in the performance of duties and adhere to all applicable safety rules and practices; and act in such a manner as to ensure at all times maximum safety to one's self, fellow employees, clients and children.
- Must be able to stand for extended periods of time, kneeling, bending, pushing, and pulling, sitting and ability to lift 40 pounds.
- Proof of Immunizations: Influenza, pertussis, and measles or a medical waiver as per Health Safety Code 1596.7995 within 30 days of hire.

Notice: Employment in the Kingsburg Elementary Charter School District's Child Development Program is contingent upon continued categorical funding.

Board Approved: April 20, 2015

Revised: April 8, 2019

Revised: July 15, 2019

Revised: May 9, 2023

Regulation 0420.4: Charter School Authorization

Status: DRAFT

Original Adopted Date: 02/18/2020 | **Last Revised Date:** 04/25/2022

Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

A petition that proposes to convert an existing public school to a charter school must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

Any petition circulated to collect signatures shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having a child attend the charter school, or a teacher's signature means that the teacher is meaningfully interested in teaching at the charter school. (Education Code 47605)

Staff Advisory Committee

The Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

Components of Charter Petition

All charter petitions shall comply with the applicable requirements of Education Code 47605, other state and federal laws, and district policies.

The charter petition shall include affirmations that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; will not charge tuition; and will not discriminate against a student on the basis of characteristics listed in Education Code 220. The petition shall also contain reasonably comprehensive descriptions of: (Education Code 47605)

1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.
2. The charter school's annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

If the proposed charter school will serve high school students, the petition shall describe the manner in which the school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "A-G" admissions criteria may be considered to meet college entrance requirements.

3. The measurable student outcomes identified for use by the charter school.

Student outcomes means the extent to which all students of the school demonstrate that they have attained

the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served by the charter school.

4. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.
5. The governance structure of the charter school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.
6. The qualifications to be met by individuals to be employed by the charter school.
7. The procedures that the charter school will follow to ensure the health and safety of students and staff, including the following requirements:
 - a. Each charter school employee shall furnish the school with a criminal record summary as described in Education Code 44237.
 - b. The charter school shall develop a school safety plan which includes the topics listed in Education Code 32282(a)(2)(A)-(J).
 - c. The charter school's safety plan shall be reviewed and updated by March 1 each year.
8. The means by which the charter school will achieve a balance of racial and ethnic students, special education students, and English learner students, including redesignated fluent English proficient students, that is reflective of the general population residing within the district's territorial jurisdiction.
9. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(e), specify procedures for determining enrollment when the number of applicants exceeds the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Governing Board approval.
10. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.
11. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605.

Such procedures shall contain a clear statement that no student shall be involuntarily removed by the charter school for any reason unless written notice of the intent to remove the student is given to the student's parent/guardian at least five schooldays before the effective date of the removal. In the case of a homeless student or foster youth, the notice shall be given to the student's educational rights holder. Additionally, a foster youth's attorney and county social worker, and an Indian child's tribal social worker, and if applicable, the county social worker, shall be given such notice.

The notice shall inform the student, the student's parent/guardian, and any other specified individual, as applicable, of the right to initiate a hearing as described in Education Code 47605, before the effective date of the removal. The notice shall be provided in the student's parent/guardian's, or other applicable person's language, and, if such a hearing is initiated, shall include the student's right to remain enrolled in the charter school until a final decision is made by the charter school.

In addition, the procedures shall contain a statement pertaining to the provision of homework assignments to suspended students as specified in Education Code 47606.2.

Such procedures shall also include processes by which the charter school will notify the Superintendent of the district of the student's last known address and, upon request, provide the student's cumulative record to the

district, when a student is expelled or leaves the charter school without graduating or completing the school year for any reason. In addition, the procedures shall describe the means by which the district can contact the charter school if the student is subsequently expelled or leaves the school district without graduating or completing the school year for any reason.

Involuntarily removed means disenrolled, dismissed, transferred, or terminated, but does not include suspensions. (Education Code 47605)

12. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
13. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.
14. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.
15. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.
16. A declaration as to whether the charter school will be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.
17. Consistent with 5 CCR 11962, the procedures to be used if the charter school closes, including, but not limited to:
 - a. Designation of a responsible entity to conduct closure-related activities
 - b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the charter school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:
 - i. The effective date of the closure
 - ii. The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
 - iii. The students' districts of residence
 - iv. The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
 - c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with Item #17a above
 - d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with Item #17a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
 - e. Transfer and maintenance of personnel records in accordance with applicable law
 - f. Completion of an independent final audit within six months after the closure of the charter school that may function as the annual audit, which includes an assessment of the disposition of any restricted funds received by or due to the school and an accounting of all financial assets and liabilities pursuant to 5 CCR 11962
 - g. Disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed pursuant to 5 CCR 11962h.
 - h. Completion and filing of any annual reports required pursuant to Education Code 47604.33

- i. Identification of funding for the activities identified in Item #17a-g above

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the charter school, including where the school intends to locate
2. The manner in which administrative services of the charter school are to be provided
3. Potential civil liability effects, if any, upon the charter school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation
5. If the charter school is to be operated by or as a nonprofit public benefit corporation, the names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school

Location of Charter School

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school may establish a resource center, meeting space, or other satellite facility within the jurisdiction of the school district where the charter school is physically located if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
 2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.
-

Policy 4030: Nondiscrimination In Employment

Status: DRAFT

Original Adopted Date: 02/21/2012 | **Last Revised Date:** 09/12/2022

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health decisionmaking, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. (Government Code 12926, 12940)

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that the district is required to do so in order to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment
2. Taking of adverse employment actions such as termination or denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
 - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status
 - b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement
 - c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
 - d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee
 - e. Requiring an applicant or employee to disclose information relating to the employee's reproductive health decisionmaking

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Civil Rights Department, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 03/09/2020 | **Last Revised Date:** 12/14/2022

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113, and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained, and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 02/22/2011 | **Last Revised Date:** 12/14/2022

Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position
14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
16. Violation of Education Code 45303 or Government Code 1028 prohibiting the advocacy or teaching of communism
17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Board Hearing

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Disciplinary Hearing

A classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. The employee shall not be suspended without pay, suspended or demoted with a reduction in pay, or dismissed pending the outcome of a timely requested hearing, except as specified below. (Education Code 45113)

However, the disciplinary action may be imposed prior to the decision if the Board, or an impartial third-party hearing officer provided pursuant to a collective bargaining agreement, finds by a preponderance of the evidence that at the time discipline was imposed, the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the district's policies or regulations. Such finding(s) must be made at the conclusion of the Skelly review process. (Education Code 45113)

In such cases where the disciplinary action is imposed prior to the decision, the employee shall be given written notice of the disciplinary action and the findings made at the conclusion of the Skelly review process. Such written notice shall be served upon the employee personally.

In addition, the district may cease paying the employee if a decision has not been rendered by an impartial third-party hearing officer, pursuant to a collective bargaining agreement, or the Board within 30 days of the date the hearing was requested. (Education Code 45113)

Compulsory Leave of Absence

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010

2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

Regulation 5113: Absences And Excuses

Status: DRAFT

Original Adopted Date: 02/21/2012 | **Last Revised Date:** 09/11/2017

Excused Absences

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

1. Personal illness, including absence for the benefit of the student's mental or behavioral health. (Education Code 48205)
2. Quarantine under the direction of a county or city health officer. (Education Code 48205)
3. Medical, dental, optometrical, or chiropractic service or appointment. (Education Code 48205)
4. Attendance at funeral services for a member of the student's immediate family. (Education Code 48205)

Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

5. Jury duty in the manner provided for by law. (Education Code 48205)
6. Illness or medical appointment of a child to whom the student is the custodial parent. (Education Code 48205)
7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
 - a. Appearance in court
 - b. Attendance at a funeral service
 - c. Observance of a religious holiday or ceremony
 - d. Attendance at religious retreats for no more than four hours per semester
 - e. Attendance at an employment conference
 - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302. (Education Code 48205)
9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment. (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at the student's naturalization ceremony to become a United States citizen. (Education Code 48205)
11. Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people. (Education Code 48205)
12. For a middle school, engagement in a civic or political event, provided that the student notifies the school ahead of the absence. Unless otherwise permitted by the Superintendent or designee, students shall be limited to one such school day-long absence per school year. (Education Code 48205)

13. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school property as designated by the religious group, church, or denomination. (Education Code 46014)

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

14. Work in the entertainment or allied industry. (Education Code 48225.5)

Work for a student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days. For this purpose, student absence shall be excused for a maximum of up to five absences per school year. (Education Code 48225.5)

15. Participation with a nonprofit performing arts organization in a performance for a public school audience. (Education Code 48225.5)

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

16. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances. (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the school shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written note, fax, email, or voice mail from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
 - a. Name of student
 - b. Name of parent/guardian or parent representative
 - c. Name of verifying employee
 - d. Date(s) of absence
 - e. Reason for absence
3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in Item #2 above.
4. Physician's verification.

- a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.
- b. When a student has had 15 absences in the school year for illness, verified by methods listed in #1-3 above, any further absences for illness shall be verified by a physician or school nurse, appointed by the school or home liaison.

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination. (Education Code 46014, 48980)
 2. Notify students in grades 7-8 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian. (Education Code 46010.1)
 3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)
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Bylaw 9270: Conflict Of Interest

Status: DRAFT

Original Adopted Date: 07/10/2009 | **Last Revised Date:** 12/12/2016

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by the Board member's, district employee's, or other designated persons financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect the Board member's relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which the Board member's relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

Conflict of Interest under the Political Reform Act

A district official, including a Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use an official position to influence a governmental decision in which the district official knows or has reason to know that there is a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the district official, the district official's immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A district official makes a governmental decision when, within the authority of the office or position, the district official authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before another district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a district official shall participate in the making of a contract in which the district official has a financial interest if such participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest from Campaign Contributions

To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)

1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than \$250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.
2. Any district officer who received a contribution of more than \$250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.
3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.
4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than \$250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding \$250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Not discuss or vote on the matter, or otherwise act in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. The Board member may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board member shall refrain from discussing or voting on the item. However, the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose the interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that the recusal is because of a

conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which there is only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which the interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for actual and necessary expenses incurred in the performance of official duties, in the employment of a spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which the Board member's private or personal interest may conflict with official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in Items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
 2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes
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Bylaw 9320: Meetings And Notices

Status: DRAFT

Original Adopted Date: 02/21/2012 | **Last Revised Date:** 08/08/2022

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or district official may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Notice of the procedure for receiving and resolving requests for accommodation described above shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953)

Regular Meetings

The Board shall hold one regular meeting each month with two meetings in June. Unless otherwise noted, regular meetings shall be held at 4 p.m. at the Kingsburg Elementary Professional Development Building.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's web site. (Government Code 54954.2)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose or on the district web site, consistent with Government Code 54957.5, at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it

convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board
2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification shall be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and place and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in Items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all

news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Traditional Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction.

All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Unless a Board member participates by teleconference pursuant to the provisions described in the sections "Teleconferencing During a Personal Emergency," "Teleconferencing For 'Just Cause'" or "Teleconferencing During a Proclaimed State of Emergency" below, agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere.

All teleconference locations shall be accessible to the public and the public shall have the right to address the Board directly at each teleconference location. Additional teleconference locations may be provided to the public. (Government Code 54953)

Teleconferencing During a Personal Emergency

Until January 1, 2026, with approval from the majority of the Board, a Board member may be permitted to participate in a meeting remotely when a physical or family medical emergency prevents the Board member from attending in person. The Board member requesting to appear remotely shall notify the Board of the emergency situation as soon as possible, and provide a concise general description of the circumstances relating to the Board member's need to appear remotely. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

A Board member may not appear remotely under emergency circumstances for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)

When a Board member is approved to participate remotely due to emergency circumstances, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If permitted to participate remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing for "Just Cause"

A Board member may be permitted to appear remotely, pursuant to the provisions below, for just cause for no more than two meetings per calendar year. A Board member appearing for just cause shall notify the Board at the earliest possible opportunity of the need to participate in the meeting remotely, including at the start of a regular meeting. (Government Code 54953)

Just Cause may exist for any of the following: (Government Code 54953)

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
2. A contagious illness prevents a Board member from attending in person
3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
4. A Board member is traveling while on official business of the Board or another state or local agency

When a Board member participates remotely for just cause, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If the Board member participates remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing During a Proclaimed State of Emergency

Until January 1, 2024, the Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing
2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees
3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act
2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3
4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time
5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed
6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the district's control that prevents members of the public from offering public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person
 2. State or local officials continue to impose or recommend measures to promote social distancing
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