

**AGENDA**  
**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT**  
**BOARD OF TRUSTEES**  
Board Room      1900 18th Avenue      4:00 p.m.  
Kingsburg, CA 93631  
October 12, 2020  
KJUHSD.com/Zoom

1. CALL TO ORDER \_\_\_\_\_

2. SALUTE TO THE FLAG

3. ROLL CALL AND ESTABLISHMENT OF A QUORUM

Member's Present      \_\_\_\_\_      \_\_\_\_\_  
   \_\_\_\_\_      \_\_\_\_\_  
   \_\_\_\_\_      \_\_\_\_\_

Members Absent      \_\_\_\_\_      \_\_\_\_\_

4. OTHERS PRESENT      \_\_\_\_\_      \_\_\_\_\_

5. APPROVAL OF AGENDA

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

6. PUBLIC COMMENT

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

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

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

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

**7. APPROVAL OF MINUTES**

- 7.1 Special Meeting – September 8, 2020
- 7.2 Regular Meeting – September 14, 2020

**8. REPORTS**

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

**9. DISCUSSION**

- 9.1 – Local Wellness Plan Assessment Review

**10. ACTION**

- 10.1 Accounts Payable for September 2020 ..... 1
- 10.2 Interdistrict Permit Requests –2020-2021..... 13
- 10.3 Resolution #R14-2021 Awarding Contract to Dell Marketing L.P. Piggyback Agreement ..... 20
- 10.4 KJUHSD Local Wellness Plan 2020-2021 ..... 73
- 10.5 KJUHSD Hybrid Calendar 2020-2021 ..... 82
- 10.6 LEA Federal Addendum..... 84
- 10.7 Request for Unpaid Leave of Absence – Christina Stephens..... 106
- 10.8 Second Reading Board Policy: AR 5145.71 Title IX Sexual Harassment Complaint Procedures & BP AR 5145.7 Sexual Harassment ..... 108
- 10.9 KJUHSD Return to School Health & Safety Plan Under COVID-19 Conditions..... 126

**11. WRITTEN INFORMATION**

- 11.1 Student Body Fund Report for September 2020 ..... 152
- 11.2 Quarterly Report on Williams Uniform Complaints October 2020 ..... 156
- 11.3 Assembly Bill 992 – Amends Brown Act to Address Social Media Use by Board Members..... 157
- 11.4 Cash Flow Report/Cash Balance/September 30, 2020..... 160

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

- 12.1 KHS Coach: Head Varsity Girls Water Polo Coach – Bre Abell..... 161
- 12.2 KHS Coach: Head JV Girls Water Polo Coach – Tris Abell ..... 162
- 12.3 KHS Staff: IT Assistant – Justin Bautista ..... 163
- 12.4 KHS Staff: Kingsburg Independent Study Temporary Teacher – Mike Newell ..... 168
- 12.5 KHS Coach: Volunteer Assistant Varsity Wrestling Coach - Jessie Perez ..... 169
- 12.6 KHS Coach: Volunteer JV Assistant Football Coach – Robert Navarro ..... 170

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

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

**14. ITEMS FOR NEXT AGENDA**

None

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

**FOR BOARD ACTION:**

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

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

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

**PLACE AND DATE**

Board Room, Kingsburg High School, 1900 18<sup>th</sup> Avenue, Kingsburg, California,  
September 8, 2020.

**CALL TO ORDER**

The meeting was called to order at 4:10 p.m. by Mr. Johnie Thomsen, President.

**MEMBERS PRESENT**

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

**MEMBERS ABSENT**

Mr. Brent Lunde

**OTHERS PRESENT**

Don Shoemaker, Superintendent  
Cindy Schreiner, Executive Director of Student Services  
Noel Chavez, Technology Services Coordinator

**APPROVAL OF AGENDA (M044-2021)**

Mr. Jackson moved to approve the agenda as presented.

Mr. Nagle seconded the motion.

The motion carried unanimously; 4 ayes, 0 noes

**PUBLIC COMMENT**

There was no attendance on Zoom or any submitted public comments.

**DISCUSSION**

- 7.1 Draft Learning Continuity and Attendance Plan. Executive Director of Student Services, Cindy Schreiner, lead a discussion regarding the LCP and input for the final revision.

**ADJOURNMENT (M045-2021)**

Mr. Nagle moved to adjourn the meeting at 4:32 p.m.

Mr. Jackson seconded the motion.

The motion carried: 4 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: *(absent)*

Mr. Jackson: Aye

Mr. Thomsen: Aye

Minutes of the special meeting of September 8, 2020 are approved except for the following omissions, deletions or changes:

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**FOR BOARD ACTION:**

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

Minutes of the special meeting of September 8, 2020 are approved by action of the board.

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Johnie Thomsen  
President of the Board

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Rick Jackson  
Clerk of the Board

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

**PLACE AND DATE**

Kingsburg High School District Office, Kingsburg High School, 1900 18<sup>th</sup> Avenue, Kingsburg, California, September 14, 2020.

**CALL TO ORDER**

The meeting was called to order at 4:02 p.m. by Mr. Johnie Thomsen, President.

**MEMBERS PRESENT**

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

**MEMBERS ABSENT**

None

**OTHERS PRESENT**

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

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

**APPROVAL OF AGENDA (M046-2021)**

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

The motion carried: 5 ayes; 0 noes;  
Mr. Nagle: Aye  
Mr. Serpa: Aye  
Mr. Lunde: Aye  
Mr. Jackson: Aye  
Mr. Thomsen: Aye

**PUBLIC COMMENTS**

None

**APPROVAL OF MINUTES**

**REGULAR MEETING – AUGUST 17, 2020 (M047-2021)**

Mr. Jackson moved to approve the minutes of the regular meeting of August 17, 2020 as presented in 7.1 of the supporting documents.  
Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;  
Mr. Nagle: Aye  
Mr. Serpa: Aye  
Mr. Lunde: Aye  
Mr. Jackson: Aye  
Mr. Thomsen: Aye

**SPECIAL MEETING – AUGUST 17, 2020 (M048-2021)**

Mr. Nagle moved to approve the minutes of the special meeting of August 17, 2020 as presented in 7.2 of the supporting documents.

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**SPECIAL MEETING – AUGUST 25, 2020 (M049-2021)**

Mr. Nagle moved to approve the minutes of the special meeting of August 25, 2020 as presented in 7.3 of the supporting documents.

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**SUPERINTENDENT REPORT**

- Teachers continue to do a great job on the distance learning environment participating in professional development and collaboration to strive towards the best teaching opportunities for our students.
- Extensive work by the administration is still in progress to model the best Hybrid Learning Schedule for the district. If the opportunity presents for reopening in-person instruction, we want to be prepared as possible.
- Update on the Flatwork and Canopy projects

**PRINCIPAL REPORT**

- Teachers are doing the absolute best that they can, a great effort helping students through the distance learning environment. Administration continues to focus not only on academics but providing virtual experiences to help students feel connected to the school and student body.
- August 31 – Back to School Night. Each teacher sent in a video for students & parents.
- Freshman Orientation – Virtual tour of the campus through drone video accompanied by staff commentary.
- September 21<sup>st</sup> Senior Information Night – First meeting by Screencastify with Head Counselor, Heather Apgar and College Career Technician, Kerry Peterson. This will be followed by a Q&A Zoom meeting for the students.
- Spirit Week September 14-18: The opportunity to dress in a theme and show school spirit with online classrooms.

**BOARD ACTION****BILLS PAID AUGUST 2020 (M050-2021)**

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

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**INTERDISTRICT TRANSFERS**

9.2 Moved to Closed Session

**LEARNING CONTINUITIY & ATTENDANCE PLAN 2020-21 (M051-2021)**

Mr. Serpa moved to approve the Learning Continuity and Attendance Plan which replaces the 2020-21 school year's Local Control and Accountability Plan (LCAP), as outlined in Senate Bill 98 as presented in 9.3 of the supporting document.

Mr. Nagle seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: No

Mr. Thomsen: Aye

**RESOLUTION #R10-2021 LOCAL ASSIGNMENT OPTION ENGLISH- JONATHAN HALL (M052-2021)**

Mr. Jackson moved to approve Resolution #R10-2021 authorizing Jonathan Hall to teach English at Kingsburg High School for the 2020-21 school year under a local assignment option as required by Ed Code 44263 as presented in 9.4 of the supporting documents.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**RESOLUTION #R11-2021 REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS 2020-2021 (M053-2021)**

Mr. Jackson moved to approve Resolution #R11-2021 Regarding Sufficiency or Insufficiency of Instructional Materials with verification that Kingsburg Joint Union High School District is providing each pupil with sufficient textbooks and instructional materials for the 2020-21 school year as presented in 9.5 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**RESOLUTION #R12-2021 THE 2020-2021 GANN AMENDMENT (M054-2021)**

Mr. Nagle moved to approve Resolution #R12-2021 The 2020-2021 Gann Amendment as presented in 9.6 of the supporting documents.

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**2020-2021 SALARY SCHEDULES (M055-2021)**

Mr. Nagle moved to approve the 2020-2021 Salary Schedules for the following employee categories: Certificated Management; Classified Management; Certificated Employees; Classified Employees as presented in 9.7 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**2019-2020 UNAUDITED ACTUALS (M056-2021)**

Mr. Serpa moved to approve the 2019-2020 Unaudited Actuals as presented in 9.8 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**DISCUSSION**

- 10.1 First Reading Board Policy: AR 5145.71 Title IX Sexual Harassment Complaint & Procedures and BP AR 5145.7 Sexual Harassment

**WRITTEN INFORMATION****STUDENT BODY FUNDS REPORT**

The Board noted the ASB Fund Reports for August 2020 as presented in 11.1 of the supporting documents.

**CLOSED SESSION****INTERDISTRICT TRANSFERS (M057-2021)****JV GIRLS BASKETBALL HEAD COACH – LUCY COBIAN (M058-2021)****KHS MARCHING BAND COACHES 2020-2021 (M059-2021)**



The Board met in closed session from 4:35 p.m. to 4:48 p.m.

**ITEMS REPORTED OUT OF CLOSED SESSION**

**INTERDISTRICT TRANSFERS (M057-2021)**

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

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**JV GIRLS BASKETBALL HEAD COACH – LUCY COBIAN (M058-2021)**

Mr. Nagle moved to approve Lucy Cobian as the new JV Girls Basketball Head Coach for the Kingsburg Joint Union High School District for the 2020-21 school year as presented in 12.1 of the supporting documents.

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**KHS MARCHING BAND COACHES 2020-2021 (M059-2021)**

Mr. Serpa moved to approve the following Kingsburg High School Marching Band coaches for the 2020-2021 school year: Sarah Dezso; Frances David; Ashton Metheny; Nelson Simon as presented in 12.2 of the supporting document.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

**ADJOURNMENT (M060-2021)**

Mr. Serpa moved to adjourn the meeting at 4:50 p.m.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Serpa: Aye

Mr. Lunde: Aye

Mr. Jackson: Aye

Mr. Thomsen: Aye

Minutes of the regular meeting of September 14, 2020 are approved except for the following omissions, deletions or changes:

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**FOR BOARD ACTION:**

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

Minutes of the regular meeting of September 14, 2020 are approved by action of the board.

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Mr. Johnie Thomsen  
President of the Board

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Mr. Rick Jackson  
Clerk of the Board

**ISSUE:**

Presentation of Accounts Payable for the month of September 2020.

**ACTION:**

Presentation of Accounts Payable for the month of September.

**RECOMMENDATION:**

Recommend approval.

**FOR BOARD ACTION:**

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

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

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
 ACCOUNTS PAYABLE BOARD REPORT  
 Issue Date: 09/01/2020 thru 09/30/2020  
 Regular Meeting October 12, 2020**

- Resources--(Re)  
 11000-Lottery  
 14000-EPA  
 30100-Title I  
 32100-ESSER (COVID19)  
 32200-Coronavirus Relief Fund (CRF)  
 33100-Special Education  
 33110-Special Education: IDEA  
 35500-Vocational Program (AG)  
 40350-Title II  
 41270-ESSA: Title IV  
 63000-Lottery  
 63870-Career Technical Education (VROP)  
 63880-Strong Workforce Program  
 65000-Special Education  
 65120-Special Education (Mental Health)  
 65200-Special Education: Project  
 70100-Agriculture Vocational (AG)  
 73880-SB117 (COVID19)  
 74200-Learning Loss Mitigation (LLM)  
 75100-Low Performing Student Block Grant  
 81500-Ongoing Major Maintenance  
 90520-Comm RDA

**0100-General Fund**

Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount
1253-AMAZON.COM LLC	512323041	PO-210202	SUPPLIES-ESSER	0100-32100-0-0000-7110-430000-000-0000	65.32
		PO-210206	SUPPLIES-DISTRICT	0100-00000-0-0000-7300-430000-000-0000	29.41
		PO-210206	SUPPLIES-DISTRICT	0100-00000-0-0000-7300-430000-000-0000	59.93
		PO-210206	SUPPLIES-DISTRICT	0100-00000-0-0000-7300-430000-000-0000	91.65
		PO-210208	SUPPLIES-ADMIN	0100-00000-0-0000-2700-430000-001-0000	60.81
		PO-210212	SUPPLIES-LLM	0100-32200-0-1110-1000-430000-000-0000	309.60
		PO-210181	SUPPLIES-TECH/MATH	0100-00000-0-1110-2420-430000-001-1152	29.37
		PO-210182	SUPPLIES-I.S.	0100-00000-0-3300-1000-430000-002-0000	29.92
		PO-210192	TECH.-FRONT OFFICE	0100-00000-0-1110-2420-430000-001-2700	877.23
		PO-210201	SUPPLIES-TECH	0100-00000-0-1110-2420-430000-001-0000	106.90
		PO-210202	SUPPLIES-ESSER	0100-32100-0-0000-7110-430000-000-0000	30.72
		PO-210202	SUPPLIES-ESSER	0100-32100-0-0000-7110-430000-000-0000	89.63
		PO-210173	SUPPLIES-LLM/LCFF	0100-32200-0-1110-1000-430000-001-0007	287.13
		PO-210174	SUPPLIES-MATH/TECH	0100-00000-0-1110-2420-430000-001-1152	60.46
		PO-210220	SUPPLIES-ADMIN	0100-00000-0-0000-2700-430000-001-0000	45.72
		PO-210235	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	97.95
		PO-210156	TECH-ENGLISH/MUSIC	0100-00000-0-1110-2420-430000-001-1155	47.94
		PO-210161	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-1145	443.45
		PO-210164	SUPPLIES-DIST.	0100-00000-0-0000-7150-430000-000-0000	19.60

1253-Amazon.com LLC cont.....

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT**  
**ACCOUNTS PAYABLE BOARD REPORT**  
**Issue Date: 09/01/2020 thru 09/30/2020**  
**Regular Meeting October 12, 2020**

Vendor	Warrant #	Reference	Description	Fu---Re---Y-Gl---Fn---Ob---Si--Dp	Amount
1253-AMAZON.COM LLC		PO-210164	SUPPLIES-DIST.	0100-00000-0-0000-7150-430000-000-0000	108.96
		PO-210132	SUPPLIES-TECH	0100-00000-0-1110-2420-430000-001-0000	141.64
		PO-210151	SUPPLIES-LLM	0100-32200-0-1110-1000-430000-000-0000	761.10
		PO-210154	SUPPLIES-LLM/LCFF	0100-32200-0-1110-1000-430000-001-0007	11.97
		PO-210154	SUPPLIES-LLM/LCFF	0100-32200-0-1110-1000-430000-001-0007	163.00
		PO-210155	TECH-SPANISH	0100-00000-0-1110-2420-430000-001-1145	40.20
		PO-210156	TECH-ENGLISH/MUSIC	0100-00000-0-1110-2420-430000-001-1143	47.95
		PO-210104	SUPPLIES-LIBRARY	0100-00000-0-1110-2420-430000-001-3096	11.98
		PO-210131	SUPPLIES	0100-00000-0-1110-1000-430000-001-0000	139.46
		PO-210132	SUPPLIES-TECH	0100-00000-0-1110-2420-430000-001-0000	32.68
		PO-210132	SUPPLIES-TECH	0100-00000-0-1110-2420-430000-001-0000	49.78
		PO-210179	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	98.07
		PO-210213	EXTEND WIRELESS COVERAGE	0100-32200-0-1110-1000-440004-000-0007	598.17
		PO-210213	EXTEND WIRELESS COVERAGE	0100-32200-0-1110-1000-440004-000-0007	41.36
		PO-210213	EXTEND WIRELESS COVERAGE	0100-32200-0-1110-1000-440004-000-0007	333.30
		PO-210242	AMAZON PRIME	0100-00000-0-0000-7300-580000-000-0000	195.07
					<b>5,557.43</b>
					<b>5,557.43</b>
904-AMERICAN INCORPORATED	512321012	PO-210196	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0000	116.61
				<b>116.61</b>	
				<b>116.61</b>	
583-AT&T	512319632	PO-210006	PHONES-FLEX	0100-00000-0-3200-8100-590004-002-0000	42.00
		PO-210006	PHONES-FLEX	0100-00000-0-3200-8100-590004-002-0000	42.00
		PO-210006	PHONES-INTERNET	0100-00000-0-3300-8100-590004-002-0000	21.00
		PO-210006	PHONES-INTERNET	0100-00000-0-3300-8100-590004-002-0000	21.00
		PO-210006	PHONES-FLEX	0100-00000-0-1110-1000-590008-001-0000	106.72
		PO-210006	PHONES-INTERNET	0100-00000-0-1110-1000-590008-001-0000	471.89
		PO-210006	PHONES-FIRE ALARM	0100-00000-0-1110-1000-590008-001-0000	22.38
				<b>726.99</b>	
				<b>726.99</b>	
61-AUTOMATED OFFICE SYSTEMS	512318464	PO-210007	COPIER MAINT-AG	0100-00000-0-3300-8100-560007-002-0000	24.31
				<b>24.31</b>	
				<b>24.31</b>	

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
 ACCOUNTS PAYABLE BOARD REPORT  
 Issue Date: 09/01/2020 thru 09/30/2020  
 Regular Meeting October 12, 2020

Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob----Si--Dp	Amount
501-BUSINESS CARD	512323043	PO-210251	SUPPLIES-LIBRARY	0100-00000-0-1110-2420-430000-001-3096	24.00
		PO-210253	SUPPLIES-DIST	0100-00000-0-0000-7300-430000-000-0000	26.15
		PO-210255	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0000	86.03
		PO-210250	NYTIMES	0100-63000-0-1110-1000-430020-001-1143	1.57
		PO-210250	NYTIMES	0100-63000-0-1110-1000-430020-001-1143	4.00
		PO-210256	REPARIS-MAINT	0100-81500-0-0000-8100-560019-000-0000	435.00
		PO-210252	DOCUSIGN	0100-32200-0-1110-1000-580000-001-1005	308.39
		PO-210193	ESSER-RAPID COVID-19 TEST	0100-32100-0-0000-3140-580000-001-0000	75.00
		PO-210254	CANVA PRO	0100-00000-0-1110-1000-580000-001-0000	64.75
				<b>1,024.89</b>	
				<b>1,024.89</b>	
2126-CARNEGIE LEARNING	512319633	PO-210100	SUPPLIES-LLM-LCFF	0100-32200-0-1110-1000-430000-001-0007	6,662.60
					<b>6,662.60</b>
		512323044	PO-210099	SUPPLIES-LLM-LCFF	0100-32200-0-1110-1000-410000-001-0007
				<b>309.34</b>	
				<b>6,971.94</b>	
1686-CENTRAL SANITARY SUPPLY	512321013	PO-210203	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0000	325.56
					<b>325.56</b>
					<b>325.56</b>
2438-CINTAS CORPORATION	512318465	PO-210008	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	186.41
		PO-210008	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	186.41
		PO-210008	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	186.41
		PO-210008	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	186.41
		PO-210008	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	186.41
		PO-210008	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	244.57
		PO-210008	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	244.57
		PO-210008	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	214.51
		PO-210008	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	214.51
		PO-210008	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	244.57
				<b>2,094.78</b>	
				<b>2,094.78</b>	
150-CITY OF KINGSBURG	512319634	PO-210010	UTILITIES-KHS	0100-00000-0-0000-8200-550009-000-0000	10,023.69
		PO-210010	UTILITIES-OASIS	0100-00000-0-3200-8100-550009-002-0000	334.00
		PO-210010	UTILITIES-I.S.	0100-00000-0-3300-8100-550009-002-0000	334.00
				<b>10,691.69</b>	
1318-CITY OF KINGSBURG	512323045	PO-210095	QUARTERLY POOL	0100-00000-0-8100-5100-580000-000-9966	6,412.50
					<b>6,412.50</b>
					<b>17,104.19</b>

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
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Vendor	Warrant #	Reference	Description	Fu---Re---Y-G ---Fn---Ob-----Si--Dp	Amount
166-COMPREHENSIVE YOUTH SERVICES	512323046	PO-210011	STUDENT SERVICES	0100-32100-0-1110-1000-580000-001-3103	5,286.32
					<b>5,286.32</b>
					<b>5,286.32</b>
1521-DBA: BSN SPORTS LLC	512318466	PO-210136	STAFF AWARDS	0100-00000-0-0000-7110-430000-000-0000	734.24
		PO-210157	SUPPLIES-ESSER	0100-32100-0-1110-1000-430000-000-0000	688.85
					<b>1,423.09</b>
					<b>1,423.09</b>
2562-DBA: CAREERSAFE LLC	512323047	PO-210195	SUPPLIES-AG	0100-35500-0-3800-1000-430000-001-0000	187.50
		PO-210195	SUPPLIES-AG	0100-70100-0-3800-1000-430000-001-0000	187.50
					<b>375.00</b>
					<b>375.00</b>
2572-DBA: CORE TEAM	512323048	PO-210234	SUPPLIES-ESSER	0100-32100-0-1110-1000-430000-000-0000	2,550.02
					<b>2,550.02</b>
					<b>2,550.02</b>
2469-DBA: GOGUARDIAN	512318467	PO-210152	ADD ON LICENSE	0100-14000-0-1110-1000-580000-001-3114	2,952.00
					<b>2,952.00</b>
					<b>2,952.00</b>
1305-DBA: NAPA AUTO PARTS	512319635	PO-210017	TRANSPORTATION	0100-81500-0-0000-8100-430018-000-9960	920.80
		PO-210017	TRANSPORTATION	0100-00000-0-1110-3600-430024-001-0000	99.55
					<b>1,020.35</b>
					<b>1,020.35</b>
2058-DBA: RIDDELL ALL AMERICAN	512319636	PO-210200	ATHLETICS-SAFETY	0100-00000-0-1135-4200-430000-001-0000	64.65
		PO-210200	ATHLETICS-SAFETY	0100-00000-0-1135-4200-430000-001-0000	10,363.06
					<b>10,427.71</b>
					<b>10,427.71</b>
2057-DBA: TEAMTALK NETWORK	512318468	PO-210026	DISPATCH RADIOS	0100-00000-0-1110-3600-590003-001-0000	199.92
					<b>199.92</b>
					<b>199.92</b>
2600-DBA: THE OFFICE CITY	512323049	PO-210241	SUPPLIES-ESSER	0100-32100-0-0000-8200-430006-000-0000	2,342.96
					<b>2,342.96</b>
					<b>2,342.96</b>

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
 ACCOUNTS PAYABLE BOARD REPORT  
 Issue Date: 09/01/2020 thru 09/30/2020  
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Vendor	Warrant #	Reference	Description	Fu---Re---Y-Gl---Fn---Ob-----Si--Dp	Amount
1715-DBA: U.S. BANK EQUIPMENT	512318469	PO-210033	COPIER LEASE	0100-00000-0-1110-1000-560008-001-0000	1,622.60
		PO-210033	COPIER LEASE	0100-00000-0-3200-8100-560008-002-0000	284.69
					<b>1,907.29</b>
	512319637	PO-210033	COPIER LEASE	0100-00000-0-1110-1000-560008-001-0000	184.02
					<b>184.02</b>
				<b>2,091.31</b>	
2462-DBA: WILBUR-ELLIS LLC	512319638	PO-210187	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	463.64
					<b>463.64</b>
					<b>463.64</b>
1415-DBA: ZEE MEDICAL SERVICE CO.	512319639	PO-210218	1ST AID-RESTOCK	0100-00000-0-3200-1000-430012-002-0000	89.90
					<b>89.90</b>
					<b>89.90</b>
882-DELL MARKETING L.P.	512323050	PO-210214	EQUIPMENT-ESSER	0100-32200-0-1110-1000-440002-000-0000	4,563.16
					<b>4,563.16</b>
					<b>4,563.16</b>
2586-DISPATCH ACTIVITY LLC	512318470	PO-210113	SUPPLIES-ESSER	0100-32100-0-0000-8200-430006-000-0000	1,951.13
					<b>1,951.13</b>
					<b>1,951.13</b>
1077-E. G. BABCOCK CO.	512319640	PO-210198	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	388.53
		PO-210198	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	476.09
		PO-210199	REPAIRS-GROUNDS	0100-00000-0-0000-8200-560019-000-0000	496.22
					<b>1,360.84</b>
				<b>1,360.84</b>	
2041-ENFINITY CENTRALVAL7 KJUHSD	512318471	LB-2000094	SOLAR	0100-00000-0-0000-8200-550001-000-0000	18,326.39
					<b>18,326.39</b>
					<b>18,326.39</b>
1261-ENNS, MIKE	512318472	PO-210013	COMPUTER SERVICE	0100-00000-0-1110-2420-580000-001-0037	3,825.00
					<b>3,825.00</b>
					<b>3,825.00</b>
1383-FCSS/C&I	512323051	PO-210237	REGISTRATION-DESMOS	0100-32200-0-1152-1000-520000-001-0007	75.00
		PO-210237	REGISTRATION-DESMOS	0100-32200-0-1152-1000-520000-001-0007	75.00
					<b>150.00</b>
				<b>150.00</b>	



KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
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Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount
301-FRESNO COUNTY SELF INSURANCE	512318473	PO-210107	WORK COMP	0100-00010-0-0000-0000-951600-000-0000	72,750.00 <b>72,750.00</b> <b>72,750.00</b>
2599-FRESNO COUNTY SHERIFF OFFICE	512319641	PO-210223	RE-PAYMENT EWO	0100-00000-0-0000-7150-580000-000-0000	491.46 <b>491.46</b> <b>491.46</b>
340-GUARDIAN SAFETY & SUPPLY	512319642	PO-210215	ANNUAL SERVICE	0100-81500-0-0000-8100-550002-000-0000	1,814.46 <b>1,814.46</b> <b>1,814.46</b>
2131-IMPACT APPLICATIONS INC.	512319643	PO-210197	ATHLETICS-SAFETY	0100-00000-0-1135-4200-580000-000-0000	655.00 <b>655.00</b> <b>655.00</b>
1481-JOE'S BATTERY SERVICE	512319644	PO-210221	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	102.38
		PO-210221	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	915.06 <b>1,017.44</b> <b>1,017.44</b>
476-LOZANO SMITH LLP	512323052	PO-210239	LEGAL SERVICES	0100-32200-0-0000-7150-580018-000-0000	360.00
		PO-210239	LEGAL SERVICES	0100-00000-0-0000-7150-580018-000-0000	468.00 <b>828.00</b> <b>828.00</b>
2255-MID VALLEY DISPOSAL LLC	512319645	PO-210222	REFUSE/W EXCHANGE	0100-81500-0-0000-8100-550008-000-0000	253.50 <b>253.50</b> <b>253.50</b>
2083-MONOPRICE INC.	512319646	PO-210126	SUPPLIES-TECH DEPT	0100-00000-0-1110-2420-430000-001-0000	403.44 <b>403.44</b> <b>403.44</b>
547-NELSON'S ACE HARDWARE	512318474	PO-210018	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0030	1,261.68 <b>1,261.68</b> <b>1,261.68</b>
1358-NELSON'S POWER CENTER	512319647	PO-210216	SUPPLIES-GROUNDS	0100-00000-0-0000-8200-430010-000-0000	44.00
		PO-210217	REPAIRS-MAINT	0100-81500-0-0000-8100-560019-000-0000	103.19 <b>147.19</b> <b>147.19</b>

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Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount
568-OFFICE DEPOT INC.	512321015	PO-210165	SUPPLIES-OASIS/I.S.	0100-00000-0-3200-1000-430000-002-0000	28.31
		PO-210207	SUPPLIES-DISTRICT	0100-00000-0-0000-7300-430000-000-0000	2.23
		PO-210207	SUPPLIES-DISTRICT	0100-00000-0-0000-7300-430000-000-0000	33.18
		CM-210003	OFFICE DEPOT INC.	0100-00000-0-0000-7300-430000-000-0000	(2.88)
		PO-210209	SUPPLIES-ADMIN	0100-00000-0-0000-2700-430000-001-0000	79.93
		CM-210002	OFFICE DEPOT INC.	0100-00000-0-3200-1000-430000-002-0000	(20.69)
					<b>120.08</b>
					<b>120.08</b>
584-PACIFIC GAS & ELECTRIC CO.	512319648	PO-210019	UTILITIES-KHS/SOLAR	0100-00000-0-0000-8200-550001-000-0000	235.06
		PO-210019	UTILITIES-OASIS/SOLAR	0100-00000-0-3200-8100-550001-002-0000	12.32
		PO-210019	UTILITIES-I.S./SOLAR	0100-00000-0-3300-8100-550001-002-0000	12.33
					<b>259.71</b>
512323053	PO-210019	UTILITIES-KHS/NON SOLAR	0100-00000-0-0000-8200-550001-000-0000	7,909.52	
				<b>7,909.52</b>	
				<b>8,169.23</b>	
585-PACIFIC WEST CONTROLS INC.	512319649	PO-210020	HVAC MAINT/SERVICE	0100-81500-0-0000-8100-560010-000-0000	150.00
					<b>150.00</b>
					<b>150.00</b>
1728-RAY MORGAN COMPANY INC.	512323054	PO-210032	COPIER MAINT	0100-00000-0-1110-1000-560008-001-0000	68.34
					<b>68.34</b>
					<b>68.34</b>
1519-SCHOLASTIC INC.	512318475	PO-210145	SUPPLIES-ENG LEARNERS	0100-00000-0-1110-2420-430020-000-0029	156.59
					<b>156.59</b>
					<b>156.59</b>
700-SCHOOL SERVICES OF CALIFORNIA	512319650	PO-210205	WEBINAR	0100-00000-0-0000-7300-520000-000-0000	235.00
					<b>235.00</b>
					<b>235.00</b>
1995-SHI INTERNATIONAL CORP.	512321016	PO-210204	SUPPLIES-ESSER	0100-32100-0-0000-7150-580000-000-0000	849.50
					<b>849.50</b>
	512323055	PO-210176	SUPPLIES-TECH	0100-00000-0-1110-2420-430000-001-0000	394.60
				<b>394.60</b>	
				<b>1,244.10</b>	

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
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724-SISC III	512318476	PV-210005	BOARD	0100-00000-0-0000-7110-340200-000-0000	6,911.50
		PV-210005	BC-RETIREE*	0100-00000-0-0000-7110-340200-000-0000	1,826.30
		PV-210005	RS-RETIREE*	0100-00000-0-0000-8200-370200-000-0000	2,233.80
		PV-210005	BS-RETIREE*	0100-00000-0-0000-7110-370200-000-0000	2,205.80
		PV-210005	JH-RETIREE	0100-00000-0-0000-8200-370200-000-0000	1,792.80
		PV-210005	JD-RETIREE	0100-00000-0-0000-8200-370200-000-0000	1,232.80
		PV-210005	STAFF	0100-00010-0-0000-0000-951400-000-0000	135,811.25
					<b>152,014.25</b>
			<b>152,014.25</b>		
1894-STATE OF CALIFORNIA	512319651	PO-210190	INSPECTION-STADIUM ELEV.	0100-81500-0-0000-8100-580000-000-0000	225.00
					<b>225.00</b>
					<b>225.00</b>
758-TCM INVESTMENTS	512318477	PO-210025	COPIER RENTAL-AG	0100-70100-0-3800-1000-560008-001-0000	46.32
				0100-35500-0-3800-1000-560008-001-0000	46.31
				0100-00000-0-3300-8100-560008-002-0000	72.76
					<b>165.39</b>
			<b>165.39</b>		
774-THE GAS COMPANY	512319652	PO-210027	NATURAL GAS	0100-00000-0-0000-8200-550003-000-0000	195.37
					<b>195.37</b>
					<b>195.37</b>
779-THE HOME DEPOT	512318478	PO-210028	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0004	1,328.59
					<b>1,328.59</b>
					<b>1,328.59</b>
781-THE HORN SHOP	512323056	PO-210210	SUPPLIES-INSTRUMENTS	0100-14000-0-1155-1000-430000-001-0000	234.30
				0100-14000-0-1155-1000-430000-001-0000	43.59
				0100-14000-0-1155-1000-430000-001-0000	81.73
				0100-14000-0-1155-1000-560012-001-0000	1,274.00
				0100-14000-0-1155-1000-560012-001-0000	1,824.00
				0100-14000-0-1155-1000-560012-001-0000	1,788.00
					<b>5,245.62</b>
	<b>5,245.62</b>				
1252-TOTAL FILTRATION SERVICES INC.	512318479	PO-210087	SUPPLIES-HVAC	0100-81500-0-0000-8100-430018-000-0000	317.87
				0100-81500-0-0000-8100-430018-000-0000	926.24
					<b>1,244.11</b>
			<b>1,244.11</b>		

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
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817-UNITED PARCEL SERVICE	512319653	PO-210029	PARCEL SERVICE	0100-00000-0-1110-1000-590010-001-0015	155.00
					<b>155.00</b>
					<b>155.00</b>
2297-VALERO MARKETING & SUPPLY COMP	512321017	PO-210030	FUEL	0100-00000-0-1110-3600-430009-001-9956	586.03
					<b>586.03</b>
					<b>586.03</b>
829-VALLEY PUBLIC TELEVISION	512321018	PO-210232	FOGGY DAY	0100-00000-0-0000-7150-580016-000-0000	500.00
					<b>500.00</b>
					<b>500.00</b>
2151-VERIZON WIRELESS	512323057	PO-210031	CELL PHONES	0100-00000-0-0000-7150-590006-000-0000	434.81
					PO-210129
		<b>6,843.14</b>			
		<b>6,843.14</b>			
2575-VOYAGER SOPRIS LEARNING INC.	512319654	PO-210049	SUPPLIES-LLM: S&C	0100-32200-0-1110-1000-430000-001-0023	1,650.00
					PO-210049
		PO-210056	SUPPLIES-LLM: S&C	0100-32200-0-1110-1000-430000-001-0023	
					<b>69,466.43</b>
<b>69,466.43</b>					
2580-ZOOM VIDEO COMMUNICATIONS INC.	512318480	PO-210065	SUPPLIES-LLM-LCFF	0100-32200-0-1110-1000-430000-001-0007	5,850.00
					PO-210194
	<b>6,279.05</b>				
	512319655	PO-210163	SUPPLIES-LLM/LCFF	0100-32200-0-1110-1000-430000-001-0007	419.35
					<b>419.35</b>
<b>6,698.40</b>					
<b>FUND TOTAL 427,778.28</b>					

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
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Vendor	Warrant #	Reference	Description	Fu--Re----Y-GI--Fn---Ob-----Si--Dp	Amount
<b>1300-Cafeteria Fund</b>					
1253-AMAZON.COM LLC	512323042	PO-210159	SUPPLIES-FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	23.96
		PO-210159	SUPPLIES-FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	76.27
		PO-210159	SUPPLIES-FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	166.72
					<b>266.95</b>
					<b>266.95</b>
<b>FUND TOTAL</b>					<b>266.95</b>

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
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Vendor	Warrant #	Reference	Description	Fu--Re---Y-Gl---Fn---Ob-----Si--Dp	Amount
<b>2104-Building Fund</b>					
2454-DBA: THE TAYLOR GROUP ARCH.	512321014	PO-210228	KHS-AG SHOP CANOPY	2104-00000-0-0000-8500-620002-000-2926	1,072.50
					<b>1,072.50</b>
					<b>1,072.50</b>
<b>FUND TOTAL</b>					<b>1,072.50</b>

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

**FROM** **GRADE**

**Selma**

Hernandez, Eduardo 10  
Laney, Ricky 11

**OUT** **GRADE**

**Hanford**

Gutierrez, Natalie 12

**Riverdale**

Herrera, Imanol 10  
Herrera, Desthany 11

**Selma**

Carrasco, Julissa 9

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

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

**FOR BOARD ACTION:**

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

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

**ISSUE:**

Presented to the Board for adoption is Resolution #R14-2021 Awarding a Contract to Dell Marketing L.P. for Computer Equipment, Peripherals and Related Services using the Piggyback clause identified in State of Minnesota NASPO ValuePoint Contract MNWNC-108/7-15-70-34-003/WN03AGW/C000000181156 in the amount of \$111,677.36.

**ACTION:**

Approve or deny Resolution #R14-2021 Awarding Contract to Dell Marketing L.P. for Computer Equipment, Peripherals and Related Services.

**RECOMMENDATION:**

Recommend approval

**FOR BOARD ACTION:**

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





# KJUHS

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

Superintendent | **Don Shoemaker**

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

**Date:** October 12, 2020

**To:** Board of Trustees

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

**Subject:** Item 10.3: Adopt Resolution R14-2021  
Dell Marketing L.P. –Piggyback/Agreement

COPY

**CBO RECOMMENDATION:** Board approval is requested for adoption of Resolution No. R14-2021 allowing Kingsburg Joint Union High School District (KJUHS) to piggyback on an agreement identified as State of Minnesota NASPO ValuePoint Contract MNWNC-108/7-15-70-34-003/WN03AGW/C000000181156- Agreement for Computer Equipment, Peripherals, and Related Services.

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

The State of Minnesota competitively solicited Bid NASPO ValuePoint Contract MNWNC-108/7-15-70-34-003/WN03AGW/C000000181156 and is available to all public agencies. The contract allows school districts to utilize the contract pursuant to Public Contract Code section 20118. The contract is valid through July 31, 2021. CBO has determined that the use of this contract is in the best interest of the District when needed for Computer Equipment.

**CURRENT CONSIDERATION:** CBO is presenting this resolution to amplify when utilizing a piggyback clause. It is recommended that the Board of Trustees approve Resolution No. R14-2021, and to award the contract to Dell Marketing L.P. for the procurement of Computer Equipment, pursuant to the contract awarded by the State of Minnesota.

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

**ATTACHMENTS:** Resolution No. R14-2021 NASPO ValuePoint Contract  
MNWNC108/7-15-70-34-003/WN03AGW/C000000181156,  
Dell Marketing L.P. Quote

**FISCAL IMPACT:** \$111,677.36



# KJUHSD

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

COPY

Superintendent | **Don Shoemaker**

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

	)	
In the Matter of Awarding a Contract to Dell	)	RESOLUTION
Marketing, L.P. for Computer Equipment	)	NO. #R14-2021
	)	

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

WHEREAS, State of Minnesota awarded a competitively bid contract to Dell Marketing, L.P. at competitive prices; and

WHEREAS, State of Minnesota have made their contract available to the Kingsburg Joint Union High School District;

NOW, THEREFORE, BE IT RESOLVED and ordered that the Kingsburg Joint Union High School District Board of Trustees determines that it is in the best interest of the District to award a contract to Dell Marketing, L.P. pursuant to the State of Minnesota NASPO ValuePoint Contract MNWNC-108/7-15-70-34-003/WN03AGW/C000000181156., valid through July 31, 2021, for the procurement of Computer Equipment, terms and conditions of the contract awarded by the State of Minnesota.

IN WITNESS OF THE ABOVE STATED ACTION, I have hereunto set my hand this 12th day of October, 2020.

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

October 12, 2020

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



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000070183256.1	Sales Rep	Elizabeth G Clark
Total	\$111,677.36	Phone	(800) 456-3355, 6179227
Customer #	4145304	Email	Elizabeth_G_Clark@Dell.com
Quoted On	Oct. 05, 2020	<b>Billing To</b>	KINGSBURG JOINT UNION HSD
Expires by	Nov. 04, 2020		KINGSBURG JOINT UNION HIGH
Deal ID	20450410		1900 18TH AVE
			KINGSBURG, CA 93631-1699

### Message from your Sales Rep

Please contact me if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Elizabeth G Clark

---

### Shipping Group

Shipping To	Shipping Method
NOEL CHAVEZ KINGSBURG JOINT UNION HIGH 1900 18TH AVE DISTRICT OFFICE KINGSBURG, CA 93631-1629 (559) 897-5156	Standard Ground

Product	Unit Price	Qty	Subtotal
Dell Latitude 7410	\$1,387.27	71	\$98,496.17
Dell Premium Active Pen (PN579X)	\$60.20	71	\$4,274.20

---

<b>Subtotal:</b>	<b>\$102,770.37</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$284.00</b>
<b>Non-Taxable Amount:</b>	<b>\$6,976.46</b>
<b>Taxable Amount:</b>	<b>\$96,077.91</b>
<b>Estimated Tax:</b>	<b>\$8,622.99</b>
<hr/>	
<b>Total:</b>	<b>\$111,677.36</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

NOEL CHAVEZ  
KINGSBURG JOINT UNION HIGH  
1900 18TH AVE  
DISTRICT OFFICE  
KINGSBURG, CA 93631-1629  
(559) 897-5156

### Shipping Method

Standard Ground

		Qty	Subtotal
<b>Dell Latitude 7410</b>	<b>\$1,387.27</b>	<b>71</b>	<b>\$98,496.17</b>

Estimated delivery if purchased today:

Nov. 19, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
Latitude 7410, BTX	210-AVOB	-	71	-
Intel Core i7-10610U Processor (4 Core, 8MB Cache, 1.80GHz, 15W, vPro Capable)	379-BDVB	-	71	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	71	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	71	-
Intel Integrated UHD Graphics, i7-10610U 4-Core Processor, 16G Memory	338-BVHP	-	71	-
Intel vPro Active Management Technology (for vPro CPU, vPro Capable)	631-ACNE	-	71	-
16GB, 2666 MHz, DDR4 Non-ECC, Integrated	370-AFMH	-	71	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BIOJ	-	71	-
2-in-1, 14.0" FHD (1920 x 1080) AR, AS, 6.0mm HD Cam/Mic, WLAN capable, Carbon Fiber, Touch	391-BFHC	-	71	-
Touch Fingerprint Reader in Power Button, SmartCard Reader, NFC, Thunderbolt 3, Carbon Fiber	346-BGHV	-	71	-
Single Point Keyboard US-English with backlight	583-BGHO	-	71	-
Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1 Wireless Driver	555-BFTY	-	71	-
Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFVZ	-	71	-
No Mobile Broadband Card	556-BBCD	-	71	-
4 Cell 52Whr ExpressCharge Capable Battery	451-BCPW	-	71	-
65W Type-C Epeat Adapter	492-BCXP	-	71	-
No Anti-Virus Software	650-AAAM	-	71	-
OS-Windows Media Not Included	620-AALW	-	71	-
US Power Cord	537-BBBL	-	71	-
Quick Reference Guide for 2-in-1	340-CPWE	-	71	-
US Order	332-1286	-	71	-
No Docking Station	452-BBSE	-	71	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	71	-
Fixed Hardware Configuration	998-EDIZ	-	71	-
FCC Label	389-DPGO	-	71	-

SupportAssist	525-BBCL	-	71	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	71	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	71	-
Waves Maxx Audio	658-BBRB	-	71	-
Dell Power Manager	658-BDVK	-	71	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	71	-
Dell Optimizer	658-BEQP	-	71	-
System Driver, Latitude 7410	658-BESL	-	71	-
Direct Ship Info	340-AAPP	-	71	-
Min Config Ship, 65W, 2 in 1, Carbon Fiber	340-CQSW	-	71	-
Intel Core i7 Label for vPro	340-CPOZ	-	71	-
No Option Included	340-ACQQ	-	71	-
No Mouse	570-AADK	-	71	-
No Resource DVD / USB	430-XXYG	-	71	-
ENERGY STAR Qualified	387-BBOP	-	71	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	71	-
EAN label	389-BKKL	-	71	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	71	-
Door Bottom, Carbon Fiber, WLAN, no i5 10210U, 4G, FHD	321-BFLX	-	71	-
No AutoPilot	340-CKSZ	-	71	-
Dell Limited Hardware Warranty Plus Service	804-2167	-	71	-
Onsite/In-Home Service After Remote Diagnosis 5 Years	804-2170	-	71	-

			<b>Qty</b>	<b>Subtotal</b>
<b>Dell Premium Active Pen (PN579X)</b>		<b>\$60.20</b>	<b>71</b>	<b>\$4,274.20</b>

Estimated delivery if purchased today:  
 Oct. 16, 2020  
 Contract # C000000181156  
 Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
Dell Premium Active Pen (PN579X)	750-ABEB	-	71	-

<b>Subtotal:</b>	<b>\$102,770.37</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$284.00</b>
<b>Estimated Tax:</b>	<b>\$8,622.99</b>
<b>Total:</b>	<b>\$111,677.36</b>

## Important Notes

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/ocmterms](http://www.dell.com/ocmterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

#### **\*Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.

**AMENDMENT NO. 2 TO CONTRACT MNWNC-108**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33, Legal, Round Rock, TX 78682 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: Desktops, Laptops, Tablets, Servers, and Storage, including Related Peripherals and Services; and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

**WHEREAS**, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p><b>1. DELL MARKETING L.P.</b> The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u>[Signature]</u> Signature <u>Bodie Robbins</u> Printed Name Title: <u>Sr. Contract Manager</u> Date: <u>12/19/19</u></p> <p>By: _____ Signature Printed Name: _____ Title: _____ Date: _____</p>	<p><b>2. OFFICE OF STATE PROCUREMENT</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u>[Signature]</u> Title: <u>Acquisition Management Specialist</u> Date: <u>1-27-2020</u></p> <p><b>3. COMMISSIONER OF ADMINISTRATION</b> Or delegated representative.</p> <p>By: <u>[Signature]</u> Date: <u>1/27/2020</u></p>
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**AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-108**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

**WHEREAS**, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p><b>1. DELL MARKETING, L.P.</b> The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u><i>D. Wington</i></u>  <small>Signature</small>  <u>Diane Wington</u>  <small>Printed Name</small></p> <p>Title: <u>Contracts Program Manager</u></p> <p>Date: <u>02/14/2017</u></p> <p>By: _____  <small>Signature</small></p> <p>_____  <small>Printed Name</small></p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. OFFICE OF STATE PROCUREMENT</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u><i>Andy Doran</i></u></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>2/15/17</u></p> <p><b>3. COMMISSIONER OF ADMINISTRATION</b> Or delegated representative.</p> <p>By: <u><i>Laura J. Jammett</i></u></p> <p>Date: <u>2/16/2017</u></p>
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**MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD**

<b>1. BASELINE PRICING DELL RETAIL PRICE LIST</b>		
<b>LINK: <a href="http://ftpbox.us.dell.com/sig/weekly/dellpricereport.pdf">http://ftpbox.us.dell.com/sig/weekly/dellpricereport.pdf</a></b>		
<b>2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)</b>		
	<b>DELL CATEGORY</b>	<b>MINIMUM DISCOUNT</b>
BAND 1 DESKTOP	A	15%
BAND 2 LAPTOP	A	15%
BAND 3 TABLET	H	4%
BAND 4 SERVER	A	13.5%
BAND 5 STORAGE	A	13.5%
<b>IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.</b>		
<b>CATEGORY EXCEPTIONS:</b>		
Toner	F	1.5%
Value Latitude, OptiPlex, Workstation, Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell   EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	.5%
<b>3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)</b>		
<b>CATEGORY EXCEPTIONS:</b>		
Selected Third Party Products (software and peripherals)	X	.5%
Selected Third Party Printers	F	1.5%
<b>4. SERVICES</b>		
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information, see <a href="http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties">http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties</a>		
Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site – Next Business Day On-site (extended yrs); Critical Care On-site Service (all yrs); other svcs	R,Z,Z1&ZS	.5%
<b>5. LEASING</b>		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
<b>6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.</b>		
<b>a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.</b>		
<b>Minimum Dollar Volume Associated with Single Transaction</b>	<b>Maximum Dollar Volume Associated with Single Transaction</b>	<b>Cat A only, Single Transaction, Maximum of 10 ship to Locations</b>
\$50,000.00	\$99,999.99	Greater than or Equal to 1%
\$100,000.00	\$199,999.99	Greater than or Equal to 2%
\$200,000.00	\$499,999.99	Greater than or Equal to 4%
\$500,000.00	\$999,999.99	Greater than or Equal to 6%
\$1,000,000.00	No Maximum	Greater than or Equal to 8%
<b>b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.</b>		
<b>Cumulative Dell Spend "Gates"</b>	<b>Category A Discount (Adjustment to the Matrix)</b>	
Up to \$2B	13.5%	
\$2B to \$4B	14%	
\$4B to \$6B	14.5%	
\$6B to \$8B	15%	
\$8B to \$10B	15.5%	
Over \$10B	16%	
<b>c. Other Discounts provided: For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.</b>		



STATE OF MINNESOTA  
 Materials Management Division  
 112 Administration Building  
 50 Sherburne Avenue  
 St. Paul, MN 55155  
 Voice: 651.296.2600  
 Fax: 651.297.3996



**MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD  
 WITH  
 DELL MARKETING, L.P.  
 FOR**

**COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers and Storage  
 including Related Peripherals & Services)**

To: Dell Marketing L. P. CONTRACT NO: MNWNC-108  
 One Dell Way  
 Mailstop 8707 RR1-33 Legal 8M 2/26/15  
 Round Rock, TX 78682  
 Contract Vendor Administrator: Diane Wigington  
 Email: Diane.Wigington@dell.com THROUGH March 31, 2017  
 Phone: (512) 728-4805 EXTENSION OPTION: UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WCSA-NASPO Master Agreement.; 2. Minnesota WCSA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**1. DELL MARKETING L. P.**

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Stephanie G. Miller  
 Title: Contract Manager / Senior Manager 8M  
 Date: 16 February 2015  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**2. MINNESOTA MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: Jue Karel  
 Title: Master Agreement Administrator  
 Date: 2/18/15

**3. MINNESOTA COMMISSIONER OF ADMINISTRATION**  
 Or delegated representative.

By: Original signed  
 Date: \_\_\_\_\_

MAR 03 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT  
2014-2019



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD**  
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**COMPUTER EQUIPMENT  
2014-2019**



**MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD  
SUMMARY**

- 1. BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WCSA-NASPO Cooperative Procurement Program ("WCSA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WCSA-NASPO Master Agreements with qualified manufacturers for:

**Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services.**

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

- |                 |                |                 |
|-----------------|----------------|-----------------|
| Band 1: Desktop | Band 3: Tablet | Band 5: Storage |
| Band 2: Laptop  | Band 4: Server |                 |

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WCSA-NASPO Website.

- 2. EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017 with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
- 3. PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WCSA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
- 4. CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

\* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

**a. Software**

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

**b. Services**

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

**c. Third Party Products.**

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

**d. Additional Product/Services**

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



**COMPUTER EQUIPMENT  
2014-2019**



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD**

**EXHIBIT A - TERMS & CONDITIONS**

**MASTER AGREEMENT TERMS AND CONDITIONS**

**A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS**

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**
  - a. A Participating Entity's Participating Addendum ("PA");
  - b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
  - c. The Solicitation including all Addendums; and
  - d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle  
Acquisition Management Specialist  
Department of Administration  
Materials Management Division  
50 Sherburne Avenue  
112 Administration Building  
St. Paul, MN 55155

Fax: 651.297.3996  
E-mail: [susan.kahle@state.mn.us](mailto:susan.kahle@state.mn.us)

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- a. clearly mark all trade secret materials at the time the information is submitted;
- b. include a statement with regard to the information justifying the trade secret designation for each item; and,
- c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us). The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.

11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.



- 12. IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.
- 13. MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
  - b. gives the Lead State something significantly different from that which the Lead State requested.
- 14. NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.
- 15. NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

**STATE OF MINNESOTA:**

MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR  
112 Administration Bldg.  
50 Sherburne Avenue  
St. Paul, MN 55155  
651-296-2600

# MASTER AGREEMENT TERMS AND CONDITIONS

## B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.  
  
Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.
2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
  - a. A Participating Entity's Participating Addendum ("PA");
  - b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
  - c. The Solicitation including all addendums; and
  - d. Contract Vendor's response to the SolicitationThese documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.
3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.
4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.
6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.
7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF. NEGOTIATED.**  
**7.1 Confidentiality.** The parties acknowledges that they and their employees or agents may, in the course of providing the Product and Services under this Master Agreement, be exposed to or acquire information that is confidential. Any and all information of any form that is marked as confidential or would by its nature be deemed

confidential obtained in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, (c) information concerning individuals, (d) software, (e) product plans, (f) marketing and sales information, (g) customer lists, and (h) "know-how," or trade secrets, is confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information.

Confidential Information does not include information that (a) is or becomes (other than by disclosure by disclosing party) publicly known; (b) is rightfully furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in recipient party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than disclosing party without the obligation of confidentiality, (e) is disclosed with the written consent of disclosing party or; (f) is independently developed by employees, agents or subcontractor of the parties who can be shown to have had no access to the Confidential Information

**7.2 Non-Disclosure.** The parties shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The parties shall use commercially reasonable efforts in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, parties shall advise each other immediately if they learn or have reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and shall at their expense cooperate in seeking injunctive or other equitable relief against any such person. Except as directed in writing, the parties will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement the parties shall turn over all documents, papers, and other matter in the recipient party's possession that embody Confidential Information. Notwithstanding the foregoing, the recipient party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

**7.3 Injunctive Relief.** The parties acknowledge that breach of this Section, including disclosure of any Confidential Information, may cause irreparable injury that is inadequately compensable in damages. Accordingly, the injured party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The parties acknowledge and agree that the covenants contained herein are necessary for the protection of the legitimate business interests and are reasonable in scope and content.

**7.4 Participating Entity** is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- i. Nonperformance of contractual requirements; or
  - ii. A material breach of any term or condition of this Master Agreement; or
  - iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
  - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - v. Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole

discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
    - i. Exercise any remedy provided by law; and
    - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
    - iii. Impose liquidated damages as provided in this Master Agreement; and
    - iv. Suspend Contract Vendor from receiving future bid solicitations; and
    - v. Suspend Contract Vendor's performance; and
    - vi. Withhold payment until the default is remedied.
  - d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.
11. **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.
12. **GOVERNING LAW.** This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
13. **INDEMNIFICATION.** DELETED SEE SECTION 2C17.
14. **INDEMNIFICATION – INTELLECTUAL PROPERTY.** DELETED SEE SECTION 2C17.
15. **INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.
16. **INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.
17. **INSURANCE.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.
19. **LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY.** DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.
20. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.  
  
If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.
21. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.
22. **PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.
23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
24. **PAYMENT.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month

on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

25. **PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.
26. **RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

27. **REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.
- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
  - b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.  
  
Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.
  - c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.
  - d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO

shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

**28. ACCEPTANCE AND ACCEPTANCE TESTING.**

**A. Acceptance.** Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31<sup>st</sup> day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

**B. Acceptance Testing.** The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

**29. SYSTEM FAILURE OR DAMAGE.** In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

**30. TITLE OF PRODUCT. NEGOTIATED.**

**OWNERSHIP**

- a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.
- b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.
- c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. Subject to payment in full for the products, equipment or services, the Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement. Contract Vendor will retain all right, title and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services, and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Contract Vendor in the course of performing the services

or creating the deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Ordering Entity (collectively, the "Residual IP"), even if embedded in the deliverable.

31. **WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.
32. **WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

33. **LIMITATION OF LIABILITY. NEGOTIATED.**

- A. CONTRACT VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR YOUR BREACH OF PAYMENT OBLIGATIONS OR CONFIDENTIALITY REQUIREMENTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.
- B. CONTRACT VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ALL PARTICIPATING ADDENDA SOURCE) FROM THIS MASTER AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF TEN MILLION DOLLARS (\$10,000,000).
- C. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACT VENDOR'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO ORDERING ENTITY, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

34. **SERVICE AGREEMENTS. NEGOTIATED.** Contract Vendor may provide Services, Software or Deliverables to you in accordance with one or more "Service Agreements." "Service Agreements" are service contracts, including "Service Descriptions" available at [www.dell.com/servicecontracts/us](http://www.dell.com/servicecontracts/us), "Statements of Work," and any other such mutually agreed upon documents. Each Service Agreement will be interpreted as a single agreement, independent of any other Service Agreement, so that all of the provisions are given as full effect as possible.

Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the



foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

35. **SOFTWARE LICENSE. NEGOTIATED.** Software (defined as any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form as well as the related documentation provided by Contract Vendor to Purchasing Entity) is subject to the separate license agreements accompanying the Software, along with any product guides, operating manuals, or other documentation included with the software media packaging or presented to Purchasing Entity during the installation or use of the Software. Purchasing Entity agrees that it will be bound by such license agreement.

Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

36. **EXPORT COMPLIANCE. NEGOTIATED.** Contract Vendor, Lead State and Purchasing Entities acknowledge that products (including software) sold or licensed under this Master Agreement are subject to the export control laws and regulations of the United States and other countries from which they were supplied and in which they are used and Purchasing Entity agrees to abide by those laws and regulations. Purchasing Entity warrants that any software provided by it and used as a part of the services supplied by Contract Vendor under this Master Agreement contains no encryption or to the extent that it contains encryption such software is approved for export under the relevant laws or regulations.

37. **RETURNS AND EXCHANGES. NEGOTIATED.** Contract Vendor's return policy can be found at [www.dell.com/returnspolicy](http://www.dell.com/returnspolicy) and applies to any returns and exchanges. Before returning or exchanging a Product, Purchasing Entity must contact Contract Vendor directly to obtain an authorization number to include with the return. Purchasing Entity must return Products to Contract Vendor in their original or equivalent packaging, and Purchasing Entity is responsible for risk of loss, as well as shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. Restocking fees must be approved by the customer. If Purchasing Entity fails to follow the return or exchange instructions provided by Contract Vendor, Contract Vendor will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with the original purchase. This restocking fee shall not apply in the case of Contract Vendor error.

# MASTER AGREEMENT TERMS AND CONDITIONS

## C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at [http://www.mmd.admin.state.mn.us/pdf/accessibility\\_standard.pdf](http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf)

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETED.
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
  - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.  
Instructions for certification:
    1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
    2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
    3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification

was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
  8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
9. **CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or

amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.
  - a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than

40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

#### AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

**17. INDEMNIFICATION. NEGOTIATED.** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action for personal bodily injury, including death, and damage to tangible personal property, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence in the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

**18. INTELLECTUAL PROPERTY INDEMNIFICATION. NEGOTIATED** In the event of any such claim by any third party against the Participating Entity that Products, Software, Services or Deliverables (excluding Third-Party Products and open source software) prepared or produced by Dell and delivered pursuant to this Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("Indemnified Claims"), the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If Contract Vendor receives prompt notice such a claim that in the Contract Vendor's opinion is likely to result in an adverse ruling, the Contract Vendor shall at its option (1) obtain a right for the Participating Entity to continue using such Products, Deliverables or Software or allow Contract Vendor to continue performing the Services; (2) modify such Products, Software, Services or Deliverables to make them non-infringing; (3) replace such Products, Software, Services or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables or Software.

Notwithstanding the foregoing, Contract Vendor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services Deliverables that were not performed by or on behalf of Contract Vendor; (2) the combination, operation, or use of the Products, Software, Services or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contract Vendor's compliance with Participating Entity's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Participating Entity. Contract Vendor's duty to indemnify and defend under this Section is contingent upon: (x) Contract Vendor receiving prompt written notice of the third-party claim or action for which Contract Vendor must indemnify Participating Entity, (y) Contract Vendor having the right to solely control the defense and resolution of such claim or action, and (z) Participating Entity's cooperation with Contract Vendor in defending and resolving such claim or action. This Section states Participating Entity's exclusive remedies for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Contract Vendor to provide any greater indemnity to Participating Entity.

**19. JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

**20. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

**21. NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

**22. NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

**23. ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement," "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

**24. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.**

Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security

review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

**25. PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

**26. PREFERENCE.**

**Targeted/Economically Disadvantaged.** In accordance with Minn. Stat. § 16C.16, subs. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us) under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

**Reciprocal Preference.** In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

**Veteran.** In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses that are majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

**27. PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

**28. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the



State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

29. **PURCHASE ORDERS. NEGOTIATED.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract. Unless otherwise expressly agreed between a Purchasing Entity and the Contract Vendor, any preprinted terms on the Purchasing Entity's purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Master Agreement or the Participating Addendum shall be binding on Contract Vendor.
30. **RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
  - a. reject any and all responses received;
  - b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
  - c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
  - d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
  - e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
  - f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.
31. **RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
32. **SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
33. **STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.
34. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.
35. **TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



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# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT B - PRICING

- BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.
- PRICE STRUCTURE.** The contract employs a **MINIMUM** discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
- PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
- BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.
- PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.
- CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
- BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
- PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
- PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
- TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
- SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

- 12. LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
- 13. FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
- 14. DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



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# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT B - PRICING SCHEDULE

<b>1. BASELINE PRICING DELL RETAIL PRICE LIST</b>		
<b>LINK: <a href="http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf">http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf</a></b>		
<b>2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)</b>		
BAND 1 DESKTOP	DELL CATEGORY	MINIMUM DISCOUNT
BAND 2 LAPTOP	A	13.5%
BAND 3 TABLET	A	13.5%
BAND 4 SERVER	H	4%
BAND 5 STORAGE	A	13.5%
<p><b>IMPORTANT:</b> The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.</p>		
<b>CATEGORY EXCEPTIONS:</b>		
Toner	F	1.5%
Value Latitude, OptiPlex, Workstation; Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell   EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	.5%
<b>3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)</b>		
<b>CATEGORY EXCEPTIONS:</b>		
Selected Third Party Products (software and peripherals)	X	.5%
Selected Third Party Printers	M	5.5%
<b>4. SERVICES</b>		
<p>Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information see <a href="http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties">http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties</a></p>		
Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site – Next Business Day On-site (extended yrs), Critical Care On-site Service (all yrs); other svcs	R,Z,Z1&ZS	.5%
<b>5. LEASING</b>		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
<b>6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.</b>		
<b>a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.</b>		
Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
\$50,000.00	\$99,999.99	Greater than or Equal to 1%
\$100,000.00	\$199,999.99	Greater than or Equal to 2%
\$200,000.00	\$499,999.99	Greater than or Equal to 4%
\$500,000.00	\$999,999.99	Greater than or Equal to 6%
\$1,000,000.00	No Maximum	Greater than or Equal to 8%
<b>b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.</b>		
Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)	
Up to \$2B	13.5%	
\$2B to \$4B	14%	
\$4B to \$6B	14.5%	
\$6B to \$8B	15%	
\$8B to \$10B	15.5%	
Over \$10B	16%	
<b>c. Other Discounts provided:</b> For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.		



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**MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD**

**EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)**

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WCSA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
  - a. Band number
  - b. Part # - SKU #
  - c. Manufacturer
  - d. Description
  - e. Minimum Discount
  - f. Category Code (This code will be refined during the approval process)
  - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

**MANUFACTURER NAME** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**BASELINE PRICE LIST:** \_\_\_\_\_  
**LINK:** \_\_\_\_\_

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
  - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
  - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WCSA-NASPO Master Agreement unless approved by the Lead State.
  - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
  - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
  - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



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# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
  - a. Baseline Price List and historic versions
  - b. Approved Product and Service Schedule (PSS)
  - c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
  - d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
  - e. Link to the WSCA-NASPO EmarketCenter
  - f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
  - g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
  - h. Sales representatives for participating entities
  - i. Purchase order tracking
  - j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
  - k. Additional Terms may not be posted on the Website without written approval of the Lead State
  - l. Link to the WSCA-NASPO EmarketCenter if a State is participating
  - m. Information on accessibility and accessible products
  - n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
  - o. Links to environmental certification, including but not limited to take-back/recycling programs,
  - p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>
  - q. Service options, service agreements for negotiations when allowed by a participating addendum
  - r. EPEAT, Energy Star, etc.
  - s. Link to Signed Participating Addendums
  - t. Link to Signed Master Agreement
  - u. Link to solicitation and Response
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.



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MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: \_\_\_\_\_

ATTN: WCSA-NASPO Master Agreement Administrator

RE: Master Agreement # \_\_\_\_\_ with \_\_\_\_\_ (Contract Vendor)

Dear WCSA-NASPO Master Agreement Administrator:

\_\_\_\_\_ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: \_\_\_\_\_
Action Log: \_\_\_\_\_ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

- Update of Product & Service Schedule Provide summary of additions, deletions and pricing changes.
NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED
Quarterly Self Audit Check this box to verify the Quarterly Self Audit has been completed
Third Party Product Addition Provide warranty Guarantee
Marketing Approval Attach Materials for review
Material Website Change Describe and provide link for review
Miscellaneous Inquiry Provide detail (e.g. key contact change, etc.)

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: \_\_\_\_\_ Name of Requester: \_\_\_\_\_
Title of Requester: \_\_\_\_\_



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MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST FORM (ARF)

ACTION REQUEST FORM  
LOG

Submit updated Action Log with each update. Log must provide history of previous update.

CONTRACT VENDOR: \_\_\_\_\_

Contact Name and Email (for questions): \_\_\_\_\_

DATE: \_\_\_\_\_

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED





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**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD**

**EXHIBIT F - REPORTING**

- 1. OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- 2. DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

**3. REQUIRED REPORTS:**

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: <a href="http://www.naspo.org/WNCPO/Calculator.aspx">http://www.naspo.org/WNCPO/Calculator.aspx</a> 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT G - DEFINITIONS

**Acceptance.** See Master Agreement Terms regarding Acceptance and Acceptance Testing.

**Accessory.** Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

**Bands:** For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

**BAND 1: DESKTOP.** A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

**BAND 2: LAPTOP.** A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**BAND 3: TABLET.** A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

**BAND 4: SERVER.** A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**BAND 5: STORAGE.** Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.~~

**Cloud Services.** Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

**Contract Vendor or Contractor.** The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

**Components.** Parts that make up a computer configuration.

**Configuration.** The combination of hardware and software components that make up the total functioning system.

**Desktop.** This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

**Energy Star®.** A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

**EPEAT.** A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website [www.epeat.net](http://www.epeat.net) to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

**FOB Destination.** Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

**FOB Inside Delivery.** Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

**General Consulting.** Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

**Laptop.** This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

**Lead State.** The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

**Manufacturer.** A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

**Master Agreement.** The underlying agreement executed by and between the Lead State and the Contract Vendor.

**Middleware.** Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

**Options.** An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

**Order.** A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

**Participating Addendum.** A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

**Participating States.** States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

**Participating Entity.** A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

**Partner.** A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

**Peripherals.** A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

**Per Transaction Multiple Unit Discount.** A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

**Premium Savings Packages.** Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

**Purchasing Entity** – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

**Ruggedized.** This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

**Services.** Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

**Server.** This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**Storage.** This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**Storage Area Network.** A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

**Storage as a Service (STaaS).** An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

**Software.** For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

**Tablet.** This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

**Takeback Program.** The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

**Third Party Products.** Products sold by the Contract Vendor which are manufactured by another company.

**Upgrade.** Refers to replacement of existing software, hardware or hardware component with a newer version.

**Warranty.** The Manufacturers general warranty tied to the product at the time of purchase.

**Wide Area Network or WAN.** A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

**WSCA-NASPO.** The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

**PARTICIPATING ADDENDUM AMENDMENT**  
**NASPO VALUEPOINT COMPUTER EQUIPMENT**  
**California Participating Addendum No. 7-15-70-34-003**  
**Amendment No. 2**  
**DELL MARKETING L.P. (Contractor)**

This Amendment 2 ("Amendment") for Participating Addendum Number 7-15-70-34-003 ("Participating Addendum") is entered into between the State of California, Department of General Services ("State") and Dell Marketing, L.P. ("Contractor").

The parties hereto mutually agree to amend the Participating Addendum as follows:


1. The Contractor primary contact specified in Participating Addendum Section 10 (Contract Management) is revised to the following:

Dell Marketing L.P. (Contractor)	
Name:	Sadie Robbins
Phone:	(512) 723-6961
Fax:	(512) 283-9092
E-Mail:	Sadie_Robbins@Dellteam.com
Address:	One Dell Way, Mailstop RR1-33 Legal Round Rock, Texas 78682

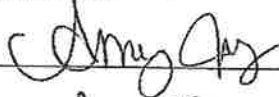
All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties below.

**Participating State:**  
STATE OF CALIFORNIA

By:   
 Name: Jim Butler  
 Title: Deputy Director  
 Date: September 8, 2016

**Contractor:**  
DELL MARKETING, L.P.

By:   
 Name: Amy Ivy  
 Title: Contracts Manager  
 Date: 9/7/16

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint Cooperative Purchasing Program**

COMPUTER EQUIPMENT MASTER AGREEMENT  
Minnesota Master Agreement No.: MNWNC-108

**California Participating Addendum No. 7-15-70-34-003**  
DELL MARKETING, L.P. (Contractor)

This Participating Addendum Number **7-15-70-34-003** is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Dell Marketing, L.P. (hereafter referred to as "Contractor") under the NASPO ValuePoint Cooperative Purchasing Program Master Agreement Number MNWNC-108 ("Master Agreement") executed by the State of Minnesota.

**1. Scope**

- A. This Participating Addendum covers the purchase of Computer Equipment under the Master Agreement for the following product bands:

Band 1 – Desktop  
Band 2 – Laptop  
Band 3 – Tablet  
Band 4 – Server  
Band 5 – Storage

- B. This Participating Addendum is available for use by California political subdivisions/local governments (hereafter referred to as "Purchasing Entities"). A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Political subdivision/local government use of this Participating Addendum is optional. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Minnesota Master Agreement are consistent with its procurement policies and regulations.
- D. Participating Entities may enter into lease agreements for the products covered in the Master Agreement, if they have the legal authority to enter into these types of agreements.

**2. Term**

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2017, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Agreement term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

**3. Order of Precedence**

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum 7-15-70-34-003
- B. Minnesota WSCA-NASPO Master Agreement MNWNC-108

**4. Terms and Conditions**

The California General Provisions - Information Technology (GSPD401IT), revised and effective 09/5/14, is hereby incorporated by reference and made a part of this Participating Addendum. The 12 page document is available at:  
[http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14\\_0905.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf).

**5. Price List**

Contractor shall maintain a website dedicated to this Participating Addendum which contains the Product and Service Schedule (PSS) and designated base line price list for participating entities to verify product/service pricing and applicable discounts offered under the Master Agreement.

**6. Partner Utilization**

- A. Contractor may use Partners under this Participating Addendum for sales and service functions as defined herein. Each Purchasing Entity will determine whether use of Partners is consistent with its procurement policies and regulations.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Partners.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Partners are classified as follows:
  - 1) "Authorized Reseller"
    - a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
    - b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
    - c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number.
    - d. If applicable, Authorized Reseller(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

2) "Agent"

- a. Agents are only authorized to provide quotes, sales assistance, configuration guidance and ordering support for products and associated services offered under this Participating Addendum.
- b. Agents are not authorized to accept orders or payments.
- c. If applicable, Agent(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

**7. Invoicing**

The Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

**8. Usage Reporting**

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the WSCA-NASPO Detailed Sales report template.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.



**9. Administrative Fee**

- A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:  
State of California  
Department of General Services, Procurement Division  
Attention: Multiple Awards Program  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, MS 2-202  
West Sacramento, CA 95605
- D. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

**10. Contract Management**

- A. The primary contact individuals this Participating Addendum shall be as follows:

Contractor	
Name:	Amanda Hudson
Phone:	(512) 723-6806
Fax:	(512) 283-2691
E-Mail:	<a href="mailto:Amanda.Hudson@Dell.com">Amanda.Hudson@Dell.com</a>
Address:	One Dell Way, Mailstop RR1-33 Legal Round Rock, Texas 78682

State Contract Administrator	
Name:	Julie Matthews
Phone:	(916) 375-4612
Fax:	(916) 375-4663
E-Mail:	<a href="mailto:Julie.Matthews@dgs.ca.gov">Julie.Matthews@dgs.ca.gov</a>
Address:	Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- B. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

#### 11. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

#### 12. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Master Agreement, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

**Participating State:**  
STATE OF CALIFORNIA

By: CCB for JB  
Name: Jim Butler  
Title: Deputy Director  
Date: 10/1/15

**Contractor:**  
DELL MARKETING, L.P.

By: Amy Gray  
Name: Amy Gray  
Title: Contracts Manager  
Date: 9/30/15

**ISSUE:** Presented to the Board is the Kingsburg Joint Union High School District Local Wellness Plan 2020- 2021.

**ACTION:** Approve or deny the Kingsburg Joint Union High School District Local Wellness Plan 2020-2021.

**RECOMMENDATION:** Recommend approval

**FOR BOARD ACTION:**

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

## **Kingsburg Joint Union High School District Local Wellness Plan 2020-2021**

### **Rational:**

Will the students of today be the first generation to have a shorter life expectancy than their parents? Children today are eating diets high in calories with little nutritional value and exercise levels are low. Lack of physical activity and poor nutrition can lead to high blood pressure, type 2 diabetes, and obesity. (1) Over the last 30 years, childhood obesity in adolescents has tripled and more than one third of adolescents were obese in 2010. (2-3) Will academic success become more and more difficult for students to attain as lifestyle choices diminish a child's ability to learn?

A healthy school environment goes beyond school meals. A healthy lifestyle and maintaining a healthy weight requires a combination of healthy food choices, an appropriate amount of physical activity, and having good self worth. Foods made available on school campuses should offer children a variety of nutritious choices, physical activity should be incorporated into school life and provide skills to improve self worth. A healthy, physically active student, who has high self worth is more likely to be academically successful.

With the passage of The Healthy, Hunger-Free Kids Act of 2010, the scope of the local school wellness policies has expanded. Section 204 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296) added Section 9A to the Richard B. Russell national School Lunch Act (42 USC 1758b), *Local School Wellness Policy Implementation*. The provision set forth in Section 204 expand upon the previous local wellness policy requirement from the Child Nutrition and Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Reauthorization Act of 2004 (Public Law 108-265).

The Healthy, Hunger-Free Kids Act of 2010 brings in additional stakeholders in its development, implementation and review; and requires public updates on the content and implementation of the wellness policies. The intent is to strengthen local school wellness policies so they become useful tools in evaluating, establishing, and maintaining healthy school environments, and to make clear to the public (including parents, students, and others in the community) about the content and implementation of local school wellness policies.

The federal government recognizes that a coordinated effort by the entire community including child nutrition professionals, school board members, parents, students, school administrators, and teachers is warranted. School districts have an important role in educating students about nutritional choices, offering healthy food choices and encouraging physical activity.

## **Component #1: Nutrition Education**

- Students receive nutrition education that is interactive and teaches students the skills to help them develop healthy eating habits.
- The staff members responsible for nutrition education are adequately prepared and participate in professional development activities to effectively deliver an accurate nutrition education program as planned. (4)
- Teachers educate students regarding the “balancing equation” of food intake and physical activity.
- Nutrition education involves sharing information with families and the broader community to positively impact students and the health of the community. (7)
- Students are encouraged to start each day with a healthy breakfast.

## **Component #2: Physical Activity**

- Physical fitness testing for all ninth graders and retakes the following year if students do not pass.
- Physical activity is integrated throughout the school day through physical education, co and extra-curricular activities, and other curricular areas, as applicable.
- Physical education courses are an environment where students learn, practice and are assessed on developmentally appropriate motor skills, social skills and knowledge. (7)
- Trained and knowledgeable instructors facilitate physical education classes.
- Time allotted for physical activity is a priority, is adequate and age appropriate to encourage optimum health habits.
- Health and physical education instructors teach and reinforce the “balancing equation” of food intake and physical activity.
- Physical education includes the instruction of individual activities as well as competitive and non-competitive team sports to encourage life-long physical activity. (9)
- Physical activity facilities on school district grounds are safe and equipment is available for student participation.
- The school district provides physical and social environments that encourage safe and enjoyable activity for all students including those who are not athletically gifted. (4)

- The school district provides community access to encourage students and community members to use school physical activity facilities outside of the normal school day. (9)

### **Component #3: Other School District Based Activities**

- Implementation of a character education program that helps teach students self worth.
- After-school programs encourage physical activity and healthy habit formation. (9)
- The school district works in concert with local families, teachers, administrators to plan, implement and improve nutrition and physical activity in the school environment.
- The school district encourages youth groups of all ages to use the district facilities and to develop strong programs in team sports as a healthy outlet for physical development and social growth.
- Implementation of Positive Behavior Intervention Support on campus.
- Use of Sprigeo to allow students to report issues relating to student well-being
- The school district has SAP counselors available for students to help work on self-worth and mental health needs.
- The school district contracts with Fresno County Superintendent of Schools for a behavior health person on campus.

### **Component #4: Nutrition Standards**

- School reimbursable school meals meet the program requirements and nutrition standards set forth under the 7 CFR Part 210 and 220.
- Nutrition standards for all foods served and/or sold during the school day meet the standards set forth under the 7 CFR Part 210 and 220 and the School Nutrition Department.
- Food service providers take every measure to ensure that student access to foods and beverages meet federal, California legislation and guidelines. The food service providers offer a variety of age appropriate healthy food and beverage selections for schools.
- All foods made provided on campuses will comply with the state and local food safety and sanitation regulations. Hazard Analysis and Critical Control Points (HACCP) plans and guidelines are implemented to prevent food illness in schools. (4)
- For the safety and security of the district food and facility access to the food service operations are limited to food service staff and authorized personnel. (5)

- Morning nutrition break offers healthy choice options at the snack bar. (6)
- Foods and beverages sold at fundraisers include healthy choices and provide age-appropriate selections.
- USDA Smart Snack Standards:  
[https://healthymeals.fns.usda.gov/sites/default/files/uploads/USDA\\_SmartSnacks.pdf](https://healthymeals.fns.usda.gov/sites/default/files/uploads/USDA_SmartSnacks.pdf)
- Water bottle filling station(s) is available on campus.

### **Component #5: Evaluation**

- The Local Wellness Plan will be reviewed every year. Every three years an assessment will be completed
- The school district superintendent will oversee the evaluation of the LWP.
- The district superintendent will report the evaluations findings to the individual schools in the district.
- The report will be presented to the school board.
- Food is not used as a reward or punishment in classrooms or on school campuses, unless, it is detailed in a student's Individualized Education Plan (IEP).
- Supporting documentation
  - A copy of the current Local School Wellness Policy
  - Documentation demonstrating the Local School Wellness Policy has been made available to the public
  - Documentation of the district's efforts to review and update the Local School Wellness Policy, including an indication of who is involved in the update and methods the district uses to make stakeholders aware of their ability to participate
  - A copy of the district's most recent assessment on the implementation of the Local School Wellness Policy
  - Documentation demonstrating the district's most recent assessment on the implementation of the Local School Wellness Policy has been made available to the public

### **Component #6: Policy Development Committee**

- The child nutrition program aims to be financially self-supporting. Budget neutrality or profit generation will not take precedence over the provided nutritional needs of students.
- The child nutrition program ensures that all students have affordable access to varied and nutritious foods they need to stay healthy and learn well. (8)



- The school district participates in federal Child Nutrition programs.
- Review district policy for food and beverage marketing.
- The Kingsburg Joint Union High School District employs a food service provider who is trained, knowledgeable, and properly qualified in current professional standards to administer school food service programs.

#### **Goals for the 2019-20 School Year**

- Increase the number of applications turned in for free and reduced meals, to reflect a closer ratio to the number of students qualified by the income survey. Send out information sheets to parents about the benefits of completing the application besides receiving lunch (college applications, AP testing, and SAT/ACT testing).
- Wellness of staff. Increase the number of professional development and on campus supports for staff members. Encourage staff to attend Good Feeling Friday where staff learns about mindfulness.
- Water Filling stations- Install all new 5 water stations set up on district sites.
- Wellness Week- Create a plan on bringing in guest speakers for Wellness Week every other year and then have the Wellness Fair every other year. Each year has a theme that will be visited throughout the year.

## References:

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- 2) Ogden CL, Carroll MD, Kit BK, Flegal KM. Prevalence of obesity and trends in body mass index among US children and adolescents, 1999-2010. *Journal of the American Medical Association* 2012; 307(5):483-490.
- 3) National Center for Health Statistics. Health, United States, 2011: With Special Features on Socioeconomic Status and Health. Hyattsville, MD; U.S. Department of Health and Human Services; 2012.
- 4) Action for Healthy Kids, Arizona State Team. Arizona healthy school environment model policy. Available at: [www.asu.edu/educ/eps/CERU/Guidelines/CERU-0401-210-RCC.pdf](http://www.asu.edu/educ/eps/CERU/Guidelines/CERU-0401-210-RCC.pdf). Accessed March 7, 2005.
- 5) United States Department of Agriculture, Food Safety and Inspection Service. Food safety and emergency preparedness. Available at: [http://www.fsis.usda.gov/Food\\_Security\\_&\\_Emergency\\_Preparedness/index.asp](http://www.fsis.usda.gov/Food_Security_&_Emergency_Preparedness/index.asp). Accessed March 7, 2005.
- 6) Alabama Action for Healthy Kids. Guide to healthy school parties. Available at: [http://www.actionforhealthykids.org/AFHK/team\\_center/team\\_public\\_view.php?team=AL](http://www.actionforhealthykids.org/AFHK/team_center/team_public_view.php?team=AL). Accessed March 7, 2005.
- 7) Texas Agriculture Commission. Creating a course for change. Available at: [http://www.squaremeals.org/fn/home/page/0.1248\\_0\\_0.00.html](http://www.squaremeals.org/fn/home/page/0.1248_0_0.00.html). Accessed March 7, 2005.
- 8) Seattle Public Schools. Breakfast and lunch program. Available at: <http://www.seattleschools.org/area/news/x40903nr.xml?wrapper=0>. Accessed March 7, 2005.
- 9) Wisconsin Association of School Boards. Promoting healthy eating and physical activity. Available at: <http://www.wasb.org/policy/focusoct03.html>. Accessed March 7, 2005.
- 10) California School Boards Association. Student Wellness Policy. Available at <http://www.csba.org>. Accessed November 2, 2005.

## **Preamble to Kingsburg Joint Union High School District Local Wellness Plan and Policy**

Whereas, children need access to healthful foods and opportunities to be physically active in order to grow, learn, and thrive;

Whereas, good health fosters student attendance and education;

Whereas, obesity rates have doubled in children and tripled in adolescents over the last two decades, and in 2010, more than one third of children and adolescents were overweight or obese.

Whereas, heart disease, cancer, stroke, and diabetes are responsible for two-thirds of deaths in the United States, and major risk factors for those diseases, including unhealthy eating habits, physical inactivity, and obesity, often are established in childhood;

Whereas, in 2011, 29% of high school students surveyed had participated in at least 60 minutes per day of physical activity on all 7 days before the survey, and only 31% attended physical education class daily

Whereas, school districts around the country are facing significant fiscal and scheduling constraints; and

Whereas, community participation is essential to the development and implementation of successful school wellness policies;

Thus, the Kingsburg Joint Union High School District is committed to providing an environment that promotes and protects children's health, well-being, and ability to learn by supporting healthy eating and physical activity. Therefore, it is the policy of the Kingsburg Joint Union High School District that:

- All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- Foods and beverages sold or served at school will meet the nutrition recommendations of the *U.S. Dietary Guidelines for Americans*.
- Nutrition professionals will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; will accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.
- To the maximum extent practicable, Kingsburg Joint Union High School District participates in available federal school meal programs.

- Kingsburg Joint Union High School District provides nutrition education, physical education, and self worth education to foster lifelong habits of healthy eating, physical activity, and self worth.

The Kingsburg Joint Union High School Site Council supports the efforts of the Kingsburg Joint Union High School District defined in this preamble and the Local Wellness Plan.

9/28/2020  
Date

  
School Site Council Chairperson

**ISSUE:** Presented to the Board is the Kingsburg Joint Union High School District Hybrid Calendar 2020-2021.

**ACTION:** Approve or deny the Kingsburg Joint Union High School District Hybrid Calendar 2020-2021.

**RECOMMENDATION:** Recommend approval

**FOR BOARD ACTION:**

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

**KINGSBURG Joint Union High School District**  
**2020-21 SCHOOL CALENDAR**  
**HYBRID CALENDAR**  
**(Subject to change based on instructional model)**

School Month	Duty Days	M	T	W	Th	F	Teaching Days
October	22	12 E-M	13 O-S	14 E-S	15 O	16 E	22
		19 O	20 E	21 O	22 E	23 O	
		26 E	27 O	28 E	29 O	30 E	
November	15	2 O-LS	3 E	4 O	5 E	6 O	15
		9 E	10 O	[11]	12 E	13 O	
		16 E-LS	17 O	18 E	19 O	20 E	
		(23)	(24)	(25)	[26]	[27]	
December	13	30 O					13
			1 E	2 O	3 E	4 O	
		7 E	8 O	9 E	10 O	11 E	
		14 TBD	15 F	16 F	17 F	(18)	
		(21)	(22)	(23)	[24]	[25]	
	(28)	(29)	(30)	(31)			

( ) Local Holiday  
 [ ] Legal Holiday

E = Even Schedule (2, 4, 6)  
 O = Odd Schedule (1, 3, 5)  
 F = Finals Schedule  
 A = All Classes  
 LS= Late Start  
 M= Minimum Day (No PM Blocks)  
 S= Synchronous Learning Only  
 TBD= To Be Determined

Revised: October 1, 2020

**ISSUE:**

Presented to the Board is the LEA Federal Addendum 2020-2021 a supplement to ensure the opportunity to meet the Local Education Agency Plan provisions of the ESSA. It must be completed to apply for ESSA funding.

**ACTION:**

Approve or deny the LEA Federal Addendum 2020-2021.

**RECOMMENDATION:**

Recommend approval

**FOR BOARD ACTION:**

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

**Local Control and Accountability Plan (LCAP)  
Every Student Succeeds Act (ESSA)  
Federal Addendum**

**LEA name:**

Kingsburg Joint Union High School District

**CDS code:**

10622570000000

**Link to the LCAP:**

*(optional)*

**For which ESSA programs  
will your LEA apply?**

Choose from:

**TITLE I, PART A**

Improving Basic Programs Operated by  
State and Local Educational Agencies

**TITLE I, PART D**

Prevention and Intervention Programs for  
Children and Youth Who Are Neglected,  
Delinquent, or At-Risk

**TITLE II, PART A**

Supporting Effective Instruction

**TITLE III, PART A**

Language Instruction for English Learners  
and Immigrant Students

**TITLE IV, PART A**

Student Support and Academic  
Enrichment Grants

*(NOTE: This list only includes ESSA  
programs with LEA plan requirements;  
not all ESSA programs.)*

Title I, Part A, Title II, Part A, Title IV, Part A

*In the following pages, ONLY complete the sections for the corresponding programs.*



## Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

**The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding.** LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

**The LEA must address the Strategy and Alignment prompts provided on the following page.**

**Each provision for each program must be addressed,** unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources;

however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

## **Strategy**

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Kingsburg Joint Union High School District (KJUHSD) has a longstanding tradition of excellence in academics, strong extracurricular programs, a dedicated and caring staff, an outstanding student body and involved parents and community. We value the importance of a holistic educational experience for all students. Students are expected to challenge their minds with the most rigorous academic programs, challenge their bodies with the discipline and team building experience of competitive sports programs, explore vocational and elective areas of study to find their interests and talents, and develop a sense of community service. Our goal is to help students develop personal responsibility and decision-making skills to prepare and plan for post-secondary education or vocational training.

The use of federal funds helps the district focus on students who struggle academically and are in need of additional support to meet the districtwide goals (academic achievement, positive and safe environment, student achievement, and transition to post-secondary schooling/training). For our small district, the use of federal funds helps support specific needs, such as specialized classes (English Workshop, English E, two year math classes and below grade level math class) for struggling students, instructional aides in classrooms, promoting college awareness and preparation through the AVID program, and academic counseling.

## **Alignment**

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

As with all funding, the LEA will use money in a way that best supports student learning. Title I and Title II will focus on supporting low income, English Learners, and foster students by providing support classes, smaller class sizes, and professional development for teachers to better support and

engage students. Title IV money will focus on creating a safe environment and providing a well-rounded education for all students. The use of how money is spent is reviewed and discussed with parent groups (District Advisory Committee, School Site Council, and English Learner Advisory Committee/District English Learner Advisory Committee).

# ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

## TITLE I, PART A

### Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 <i>(as applicable)</i>

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

### Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 <i>(as applicable)</i>

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

### Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 <i>(as applicable)</i>

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

## TITLE II, PART A

### Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 <i>(as applicable)</i>

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

## TITLE III, PART A

### Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 <i>(as applicable)</i>

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

## ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

## TITLE I, PART A

### Poverty Criteria

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

# ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

## TITLE I, PART A

### Educator Equity

#### ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Kingsburg Joint Union High School District is comprised of 1 comprehensive high school, a continuation school and an independent study high school. In reviewing educator equality, the district reviewed CALPAD data, Dataquest and the master schedule. In reviewing data, the district first reviewed the enrollment data at each of the schools then reviewed teacher experience. As the district has three separate types of schools, the focus was on ensuring equity within the school.

The district's breakdown of ethnicity is as follows: 60.9% Hispanic, 34.4% white, 2.5% Asian, 1.7% two or more races and less than 1% African America, American Indian, or Filipino. The district has a low income population of 58.6%.

A breakdown of teaching experience is as follows: District- the average years in the district is 12 years, and 16 years of total teaching experience. Kingsburg High School- the average years in the district is 12 years, and 16 years of total teaching experience. Oasis High School- the average years in the district is 16 years, and 19 years of total teaching experience. Kingsburg Independent High School- the average years in the district is 8 years, and 10 years of total teaching experience. Overall the district had 51 tenured teachers, 5 probationary teachers, with 0 teachers being inexperienced, and 4 others which were our ROP CTE teachers. Probationary teachers teach both high and low level classes. All teachers are properly credentialed to teach in their subject area. In reviewing our low level English and math courses, they are taught by experienced teachers. English was taught by 2 teachers who had an average of 18.5 years experience and both were tenured teachers. In math: 5 tenured teachers (20 average years of experience) taught a total of 9 classes.

In response to the following questions:

- Are low-income students and minority students taught at higher rates than other students by ineffective/misassigned teachers? No, students are not taught at a higher rate by ineffective/misassigned teachers. The district only has no ineffective teachers.

- Are low-income students and minority students taught at higher rates than other students by out-of-field teachers? The district did not have any out-of-field teachers.
- Are low-income students and minority students taught at higher rates than other students by inexperienced teachers? No, students are not taught at a higher rate by inexperienced teachers. The district has no inexperienced teachers.

At district and school stakeholders meetings, data regarding teacher experience is discussed. The district does not have a discrepancy in regards to low income or minority students. The district has been able to maintain a highly experienced teaching staff.

## **Parent and Family Engagement**

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Kingsburg Joint Union High School District values parental and family engagement. Our district is in a small town and the district serves as the town hub for activities. Parents are involved in the school and district in many ways, through parent committees (ELAC/DELAC, DAC, School Site Council, Curriculum Council), booster organizations (sports, band, music, agriculture), and parent nights (Back to School, Freshman Orientation, Sophomore/Junior Night, Senior Survival Night, College 101, FAFSA Night).

Communication with parents has been an increased focus of the LCAP. The school has a new communication system that allows parents to be informed of school information through text, email, and/or phone message. This system also allows teachers to send direct messages to parents about student progress and upcoming projects. This new system will translate the messages into the home language of the student. If the parent wants to respond to the message, they can type in their own language and it will be translated to English. The district and school sites continue to improve their website to provide additional information. The district now also has a Facebook page to alert families and community of school events.

To get input from parents and community, a parent/community survey is completed every year, as well as multiple parent nights to provide and get input on the districts future needs. In addition, since the town is so small, parents and community frequently stop teachers and administration at events to discuss concerns or offer congratulations on successes.

The LEA works to help inform parents on how to help their students through multiple levels. At parent meetings mentioned above, parents are informed about the requirements to be college ready, the application process including FAFSA, and supports available to students in both academic and mental health. Our counselors and administration hold parent student meetings for both academic and mental health reasons. At these meetings, parents are provided information on how to support their child in being more successful.

As a small district, many meetings necessary for both federal and state requirements are held at the same time.

The family engagement policy is reviewed at stakeholder meetings as well as discussed at board meetings. The policy is located on the school websites and is available to parents upon request.

The LEA provides assistance to parents in understanding academic standards, assessments and how to monitor students progress in a variety of ways. In regards to state assessments, the district sends home information on how parents can support their child with statewide testing, including the state website for students to practice. At parent events such as Back to School or grade level nights, parents are introduced to their parent portal and how to access student grades as well as where they can contact teachers regarding grades. Also, parent meetings are set up with school counselors to review students progress.

The LEA at staff meetings throughout the year to discuss the importance of parent involvement. With the addition of the parent communication tool that translates messages into home language, teachers are better able to communicate with parents. Each teacher has their own voicemail system for parents to leave messages, though most parents continue to communicate more by email. Parents have multiple ways to work with the school through the numerous booster programs on campus. These opportunities allow the school and parents to build better programs that support students. Through our LCAP parent survey, the LEA asks for feedback from parents on how to better engage parents and the overwhelming response is that they feel they are able to discuss concerns and feel their input is valued.

As mentioned earlier, parents have a variety of opportunities to become involved. Communication with parents has increased with our communication system. For parent meetings, a notice is sent home to parents by email, text, or phone call depending on the method chosen by them and in their home language, information is posted on the school marquee, and information posted on the school and district websites. School reports are sent home in English and Spanish. Parent survey is sent home to all parents yearly to get input on school progress, areas of concern, and ways to improve parent engagement. To engage parents or family members with disabilities, we inform parents that we will accommodate their needs if they inform us. On meeting notices, we include a statement about contacting the school if accommodations are needed. To help accommodate parents for meetings, we have made home visits or held meetings over the phone so parents can be involved with their student's education. For migrant students, though we do not have any, we communicate when they leave and return and ensure they receive partial credits.

## **Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children**

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

SWP: Kingsburg Joint Union High School District provides support for students using a schoolwide program model based on the percentage of low income students in our schools. As part of our annual review of data (tied to our LCAP), students in need of supplemental support are identified and provided with the support needed to progress toward meeting standards. The district provides intervention classes for students struggling in math and English and well as after school tutoring with<sub>3</sub>



transportation. The district contracts with the county to address delinquent students in a community day school program. When the students return from these programs, a meeting is held and student placed on a contract so the student receives the support needed to be successful.

TAS: N/A

Neglected or delinquent: N/A

## **Homeless Children and Youth Services**

### **ESSA SECTION 1112(b)(6)**

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Kingsburg Joint Union High School District works with students to make sure their needs are met. During the enrollment process, students are enrolled immediately even if they may not have all of their documentation. The registrar works with the previous school to ensure proper credits are given and makes every effort to match previous classes. Student transcripts are reviewed for any student who changed schools during their junior or senior year to see if they can qualify for the minimum graduation requirements. The school's Student Body account person will meet with students in private, discussing they can come to her if they are in need. Students are provided financial assistance with senior activities, clothing, school supplies, and food when necessary. We also work closely with a local agency that can provide additional food, clothing, and counseling support for the families. Throughout the year, review the students' records occur to make sure they are making adequate progress towards graduation, including follow up if there are attendance issues. The district also works with the county who will send a representative to help provide additional services related to graduation and post secondary options. Students are asked yearly if they would like to receive this service. As part of the reserved funds to support homeless children, instructional aides are in the classroom to support students and transportation for after school tutoring is available.

## **Student Transitions**

### **ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)**

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Kingsburg Joint Union High School District's mission is to ensure all students are prepared for post-secondary options. The district has a full-time college and career teacher that meets with students each year to help focus students with what is needed to be successful in college and a career, the steps needed to get into college, and to help seniors navigate college applications and FAFSA. Yearly, the district offers a College/Career day in the fall where colleges (4-year, community college, vocational), military, and local businesses have booths set up with representatives for students to consult with. In the spring, the district offers a College 101 night focused towards low-income, foster, and EL students. This night has representatives from colleges and military for parents to speak with as well as guest speakers on the importance of post-secondary options. In addition, juniors all participate in Career Day where they have the opportunity to listen to guest speakers about different career options they are interested in.

Academically, students have the opportunity to take AP classes or dual enrollment classes to enter college with credits already completed. We also have students who take community college classes in addition to their high school classes. Some ROP classes give students the opportunity to earn certifications to begin working in career fields (CNA, Wildland Fire, Automotive).

**Additional Information Regarding Use of Funds Under this Part**

**ESSA SECTION 1112(b)(13) (A–B)**

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **TITLE I, PART D**

### **Description of Program**

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Formal Agreements**

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the

(A) LEA; and

(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Comparable Education Program**

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Successful Transitions**

ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Educational Needs**

ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Social, Health, and Other Services**

ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Postsecondary and Workforce Partnerships**

ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Parent and Family Involvement**

ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

**Program Coordination**

ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

**Probation Officer Coordination**

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

**Individualized Education Program Awareness**

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

**Alternative Placements**

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **TITLE II, PART A**

### **Professional Growth and Improvement**

#### **ESSA SECTION 2102(b)(2)(B)**

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Kingsburg Joint Union High School District uses data collected and analyzed through the metrics collected for LCAP, local data, and stakeholder input through meetings and surveys to drive professional development.

Professional development offered by the district is designed to support staff in the most effective way. This can include all-staff trainings, train the trainer models, individual/group staff attending off-site trainings, or professional learning time during late start on Mondays.

A focus of our students being college and career ready drives the majority of the district's professional development. This training includes AVID, AP, NGSS, California interim assessments, supporting reading and writing in all subjects, Reading Apprenticeship, and others. Teachers are encouraged to attend trainings and then bring back what they learned to share with their colleagues.

As the district is a one-to-one school, professional development for staff on how to use technology to enhance their instruction has been implemented and continues to occur. In addition to how to use technology to enhance instruction, a focus has been on online safety and responsibility for both our staff and our students. Technology-based professional development will continue yearly.

Preparing our new and inexperienced teachers is essential in helping develop a teaching staff that is prepared to meet the needs of all students. The district supports inexperienced teachers through the induction program offered through the county. This program matches the inexperienced teacher with a mentor teacher on campus. In addition, the district is going to begin to offer all new teachers to the district, but arriving with teaching experience a partnership with a colleague to guide them through their first year in our district to support them in learning district policies.

Professional development is offered to both district and site administration and counselors to ensure they have the most recent strategies and skills to support students.

### **Prioritizing Funding**

#### **ESSA SECTION 2102(b)(2)(C)**

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Kingsburg Joint Union High School goals in the LCAP focus on ensuring students are college and career ready, have a positive and safe environment to learn, and provide professional development for teachers to help achieve these goals. The district reviews data and input from stakeholders to

help focus specific professional development yearly. As a single school district with one comprehensive high school, one continuation and one independent study professional development is provided to all teachers that will work towards closing the achievement gap of low income students and students at risk. If a specific school was designated as CSI or TSI, then the district will see the area of need and provide specific training for that area to those teachers in the school. Priority of funds and distribution of funds would also be based on the size of the school and student population. Professional development would also occur with administration to help build and support them in supporting the high need students. The district will continue to prioritize funds to support the goal of all students being college and career ready.

## **Data and Ongoing Consultation to Support Continuous Improvement**

### **ESSA SECTION 2102(b)(2)(D)**

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Kingsburg Joint Union High School District uses data collected and analyzed through the metrics collected for LCAP, local data, and stakeholder input through meetings and surveys to drive professional development. Stakeholder meetings (District Advisory Committee, School Site Council, ELAC/DELAC) are held 4 times a year, curriculum council meets monthly and data is presented at board meetings throughout the year. An annual survey is given to all stakeholder groups to gain knowledge and a deeper understanding of student engagement. Throughout the year, departments have time to collaborate and look at student data to help drive what they need. PLC meetings are held monthly and ever quarter a benchmark is given and data reviewed on student progress. Monthly department chairs meet with administration to review data and provide feedback on areas of need and support. If during the year data or input from teachers demonstrates that the district needs to adjust the focus of professional development for the betterment of students, the district will make those adjustments.



## **TITLE III, PART A**

### **Title III Professional Development**

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Enhanced Instructional Opportunities**

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Title III Programs and Activities**

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **English Proficiency and Academic Achievement**

ESSA SECTION 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## TITLE IV, PART A

### Title IV, Part A Activities and Programs

#### ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Through collaboration with stakeholders, Kingsburg Joint Union High School District has made college and career readiness, safety/healthy students and technology as a focus for the district.

The LEA will use at least 20 percent of the SSAE program funds for activities authorized under Section 4107 to help run the college and career center on campus. This person, brings in colleges (4 year, two year, private, and vocational) to speak with students about enrolling in college, provide yearly lessons regarding college and career readiness. Supporting students to enroll in college by providing college fairs, FAFSA information nights, and enrolling students in college. All 12th grade students attend and complete the registration process for the local community college. Yearly all juniors attend a career day and all students have access to the college and career day in the fall. The college and career teacher works closely with local college representatives, military and local businesses to provide students with a variety of options. The total amount allocated to this section is \$19,602.

The LEA will use at least 20 percent of the SSAE program funds for activities authorized under Section 4108 for the cost of equipment that detects vapor smoke in the restrooms, hiring a safety dog to come onto campus to check for drugs, weapons, and explosives and contracting with outside agencies for mental health and drug abuse issues for students. The district contracts with two different outside agencies and the county, to come in and provide education for students related to drug and alcohol abuse and mental health issues. One of the outside agencies, is a local community-based service that does not charge students or the school. The total amount allocated to this section is \$8,000.

In regards to technology, the district is a one-to-one campus and technology is used daily. Through stakeholder surveys, the major concern was online safety and teaching students to be responsible. Funds will be used to train students on digital safety and how to use technology in the classroom. All students will receive digital literacy and safety training through their English class. Our certificated librarian will work with individual classes to help incorporate technology into classroom activities. The total amount allocated to this section is \$11,238 which will cover the cost of the training for students and teachers. The money will not be used to purchase equipment, software, etc.

The use of funds and effectiveness will be communicated to stakeholders yearly. The evaluation of the programs will be done through student/parent/community surveys, parent meetings, and use of technology-based programs.

**ISSUE:** Presented to the Board is the request for Christina Stephens to take an unpaid leave of absence from August 19, 2020 to January 4<sup>th</sup>, 2021.

**ACTION:** Approve or deny Christina Stephens unpaid leave of absence.

**RECOMMENDATION:** Recommend approval

**FOR BOARD ACTION:**

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



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## Fwd: Leave of Absence

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COPY

----- Forwarded message -----

From: **Christina Stephens** <cstephens@kingsburghigh.com>

Date: Wed, Sep 9, 2020 at 8:31 PM

Subject: Leave of Absence

To: Don Shoemaker <dshoemaker@kingsburghigh.com>

Hello My Name is Christina Stephens I Am a KHS employee Requesting an Unpaid Leave of Absence From August 19 2020 to January 4th 2021 Thank you For your time and Patience.

--  
Don Shoemaker  
Superintendent  
KJUHS (559) 897-7721

**ISSUE:**

Presented to the Board is mandated board policy – second reading AR 5145.71 Title IX Sexual Harassment Complaint Procedures and BP AR 5145.7 Sexual Harassment.

**ACTION:**

Approve or deny the second reading of AR 5145.71 Title IX Sexual Harassment Complaint Procedures and BP AR 5145.7 Sexual Harassment.

**RECOMMENDATION:**

Recommend approval

**FOR BOARD ACTION:**

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

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

# **Kingsburg Joint Union HSD**

## **Administrative Regulations**

### **Title IX Sexual Harassment Complaint Procedures**

AR 5145.71

#### **Students**

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction,

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints shall be investigated and responded to pursuant to AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

A report of sexual harassment shall be submitted directly to or forwarded to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment.

(cf. 5145.7 - Sexual Harassment)

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file



a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations. In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

### **Supportive Measures**

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party. Such measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

### **Emergency Removal from School**

On an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

### **Dismissal of Complaint**

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or

employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal. (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

### **Informal Resolution Process**

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

### **Formal Complaint Process**

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.

During the investigation process, the district shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

### **Written Decision**

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 45 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

### **Appeals**

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

## **Remedies**

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

## **Corrective/Disciplinary Actions**

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

When an employee is found to have committed sexual harassment or retaliation, the district shall

take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)  
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)  
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)  
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

### **Record-Keeping**

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

(cf. 3580 - District Records)

### **Legal Reference:**

#### **EDUCATION CODE**

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48985 Notices, report, statements and records in primary language

#### **CIVIL CODE**

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

#### **GOVERNMENT CODE**

12950.1 Sexual harassment training

#### **CODE OF REGULATIONS, TITLE 5**

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

#### **UNITED STATES CODE, TITLE 20**

1092 Definition of sexual assault

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

#### **UNITED STATES CODE, TITLE 34**

12291 Definition of dating violence, domestic violence, and stalking  
UNITED STATES CODE, TITLE 42  
1983 Civil action for deprivation of rights  
2000d-2000d-7 Title VI, Civil Rights Act of 1964  
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended  
CODE OF FEDERAL REGULATIONS, TITLE 34  
99.1-99.67 Family Educational Rights and Privacy  
106.1-106.82 Nondiscrimination on the basis of sex in education programs  
COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567  
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130  
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736  
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629  
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274  
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473  
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014  
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011  
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS  
Q&A on Campus Sexual Misconduct, September 2017  
Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016  
Dear Colleague Letter: Title IX Coordinators, April 2015  
Sexual Harassment: It's Not Academic, September 2008  
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy  
adopted:

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
September 14, 2020



# **Kingsburg Joint Union HSD**

## **Board Policy**

### **Sexual Harassment**

BP 5145.7

#### **Students**

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, portions of the following administrative regulation will not take effect.

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint is addressed through Title IX complaint procedures or uniform complaint procedures, as applicable, and shall offer supportive measures to the complainant.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

### **Instruction/Information**

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

### **Disciplinary Actions**

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or

expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)

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

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

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

### **Record-Keeping**

In accordance with law, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

(cf. 3580 - District Records)

### **Legal Reference:**

#### **EDUCATION CODE**

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

48985 Notices, report, statements and records in primary language

#### **CIVIL CODE**

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

#### **GOVERNMENT CODE**

12950.1 Sexual harassment training

#### **CODE OF REGULATIONS, TITLE 5**

4600-4670 Uniform complaint procedures

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1983 Civil action for deprivation of rights  
2000d-2000d-7 Title VI, Civil Rights Act of 1964  
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Q&A on Campus Sexual Misconduct, September 2017  
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Dear Colleague Letter: Title IX Coordinators, April 2015  
Sexual Harassment: It's Not Academic, September 2008  
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

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U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy  
adopted:

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
September 14, 2020

# Kingsburg Joint Union HSD

## Administrative Regulations

### Sexual Harassment

AR 5145.7

#### Students

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. However, in June 2020, two motions for a preliminary injunction were filed seeking to postpone the effective date of the regulations and prohibit their enforcement. If the court issues an injunction, portions of this administrative regulation reflecting the Title IX regulations will not be in effect. CSBA will notify districts when the court issues its decision.

Districts are also cautioned that the federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions arise.

#### Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

Executive Director of Student Services

(title or position)

1900 18<sup>th</sup> Ave., Kingsburg, CA 93631

(address)

(559)897-7721

(telephone number)

cschreiner@kingsburghigh.com

(email)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

The district shall notify students, parents/guardians, employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

## **Prohibited Conduct**

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body

8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

### **Notifications**

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)

4. Be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. This shall include the name or title, office address, email address, and telephone number of the employee(s) designated as the district's Title IX Coordinator. (Education Code 234.6; 34 CFR 106.8)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
7. Be included in any handbook provided to students, parents/guardians, employees, or employee organizations (34 CFR 106.8)

### **Reporting Complaints**

A student or parent/guardian who believes that the student has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to a teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Within one school day of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report the observation to the principal or Title IX Coordinator, regardless of whether the alleged victim files a formal complaint.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

When a report or complaint of sexual harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

### **Complaint Procedures**

All complaints of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 1312.3 - Uniform Complaint Procedures.

Policy  
adopted:

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
September 14, 2020



**ISSUE:**

Presented to the Board is the Kingsburg Joint Union High School District Return to School Health and Safety Plan Under COVID-19 Conditions. This is a fluid plan that will be adjusted as conditions require.

**ACTION:**

Approve or deny the Kingsburg Joint Union High School District Return to School Health and Safety Plan Under COVID-19 Conditions.

**RECOMMENDATION:**

Recommend approval

**FOR BOARD ACTION:**

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

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



# Kingsburg Joint Union High School District

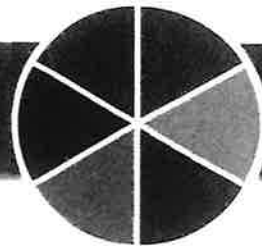


## Return to School Health and Safety Plan Under COVID-19 Conditions

This is a fluid plan that will be adjusted as conditions require.  
UPDATED SEPTEMBER 26, 2020



# Superintendent Message



Dear KJUHS D Families,

As you all know, we are in unprecedented times with the COVID-19 pandemic. The Governor has mandated schools to follow guidelines for re-opening based on colored tiers and our school district is no different. Currently, our county is in the "red" tier and we are cautiously optimistic that we will continue trending in the right direction.

Our staff has worked incredibly hard this summer preparing for the opening of school, no matter what the teaching model would be. Although our Fall distance learning program was robust and challenging, we are thankful to be moving into a hybrid, face to face model and desire to be in a traditional format as soon as we are legally allowed.

The administration and teachers have worked collectively with our teacher task force to develop a distance learning plan, hybrid plan, and regular instructional plan. We anticipate the year to be very fluid and will be asking for flexibility from everyone as we approach the hurdles that come our way.



**Don Shoemaker**  
Superintendent

The safety of students and staff will be one of our top priorities. We do not take the safety protocols lightly, which will be in place when students and staff return. The maintenance staff has worked very hard the last several months preparing for the school opening. All classrooms have been deep cleaned and sanitized. All handwashing stations have been upgraded on campus. There will be several hand sanitizer stations on campus and hand sanitizer in every classroom. Every classroom and common area will be disinfected and cleaned daily. Though COVID-19 cases are very unpredictable, we will follow all health department protocols to make our campus as safe as possible.

We have sent out several surveys to families, staff, and students this summer and appreciate your input. From our surveys, 91.5% of our families want their children back in school for live instruction. It is also the belief of the Board of Trustees that live instruction is best for our students.

The primary goal is to bring all students back to the unique Viking environment. We all look forward to the energy of kids on campus supporting each other and creating lifetime memories. Most people feel it is essential to get back to a routine. That is what we believe is most beneficial to the well-being of our students.

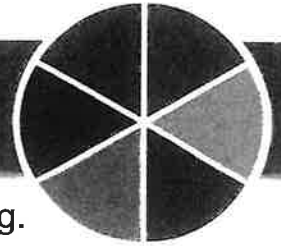
I am confident that KJUHS D will shine and help be part of the solution going forward. We will get to the other side and be better for it.

Welcome back students!

Sincerely,



# Plan Development

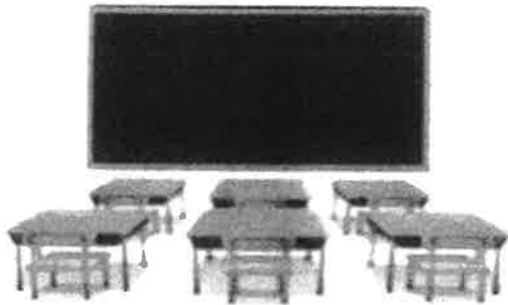


Feedback from families and staff was an important part of decision-making.

Kingsburg Joint Union High School District (KJUHS) return to campus plans have been heavily influenced by feedback from our parents, staff, and students. Monthly surveys have been conducted from May to September and small group discussions have given us insight into the needs and priorities of our community.

A common theme in our community is clear: the vast majority of our staff and families want students back in a school setting as soon as possible. In regards to returning to school using our *Hybrid* model, 91.5% of our families are choosing to send their kids back to school for face to face instruction while 8.5% of our families are choosing a *Distance Learning* model.

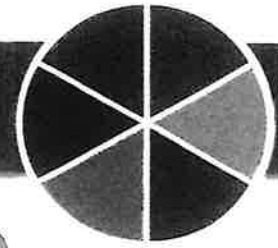
On July 17th, Governor Newsom gave an order that Fresno County, among other counties, will be mandated to distance learn based on criteria formulated by the state. On August 28th, the Governor announced a "Blueprint for a Safer Economy" which allows for grades 7-12 to return to a hybrid model once their respective county remains stable in the "red" tier for 14 days and a thorough *Back to School* plan has been implemented. As we transition to a *Hybrid* model, we will continue to make ongoing decisions based upon the input provided by all stakeholders.



91.5% of parents favor a return to hybrid model

8.5% of parents want to continue virtual learning

# Our Timeline



**March 13, 2020:**

Final day of in person instruction per Governor Newsom's guidance

**March 19, 2020:**

Governor Newsom issues stay-at-home order for California Residents

**May 26, 2020:**

School closure survey sent to students

**May 29, 2020:**

School closure survey sent to teachers

**June 1, 2020:**

School closure survey sent to parents

**June 23, 2020:**

Reopening survey sent to parents

**June 30, 2020:**

Reopening task force was created and first meeting was held

**July 12, 2020:**

Instruction preference survey sent to parents

**July 17, 2020**

Newsom gave order that counties that are on the governor's watch list were given criteria for students to return to campus.

**July 21, 2020:**

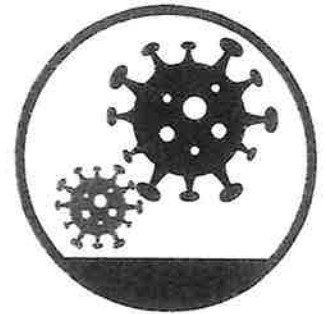
Task force meeting

**July 28, 2020:**

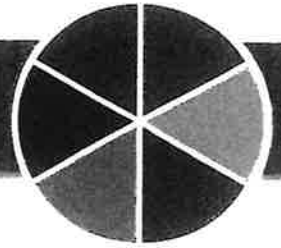
Task force meeting

**August 3, 2020:**

KJUHSD passed distance learning resolution



# Hybrid Timeline



**June 10, 2020:**  
Hybrid Schedule survey sent out to KJUHS teachers

**August 28, 2020:**  
Governor Gavin Newsom unveiled 4-tier criteria for California counties to begin reopening

**September 1, 2020:**  
District Advisory Committee Meeting

**August 31, 2020:**  
Task force meeting

**September 2, 2020:**  
ELAC/DLAC Meeting

**September 2, 2020:**  
Task force meeting

**September 7, 2020:**  
Hybrid model survey sent to parents

**September 9, 2020:**  
Hybrid model survey sent to parents

**September 9, 2020:**  
Meeting with Collective Bargaining Unit

**September 16, 2020:**  
Hybrid model survey sent to parents

**September 16, 2020:**  
Meeting with Collective Bargaining Unit

**September 17, 2020:**  
Hybrid model survey sent to parents

**September 19, 2020:**  
Hybrid model survey sent to parents

**September 24, 2020:**  
Meeting with Collective Bargaining Unit

**September 30, 2020:**  
Meeting with Collective Bargaining Unit

**TBD:**  
KJUHS passed hybrid learning model resolution



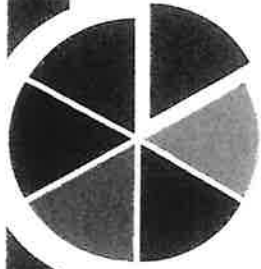


# Kingsburg Joint Union High School District



Click on any section above to get started

Click the  button to return here



# 2020-2021 COVID-19 Instructional Models

## Options for Kingsburg High School and Oasis

YOU ARE HERE

Odd/Even Schedule  
Enhanced Safety Measures

TRADITIONAL

Part in person, part distance learning  
Actual schedule will be based on county public health guidelines

HYBRID

Distance Learning in lieu of in Person  
ALL online. Daily instruction via edgenuity.

DISTANCE LEARNING  
(in lieu of in person)

ALL ONLINE

Daily Instruction from teachers, following an odd/even schedule (available during complete school closure only)

DISTANCE LEARNING

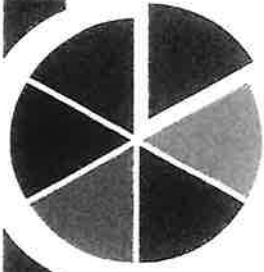
The direction the District chooses will be based on Public Health Orders. Parents, students, and staff should understand that the District may have to move from different instructional options at any time.

## Options for Kingsburg Independent Study

Kingsburg Independent Study will allow more face to face interaction with instructors as instructional model changes. Student lessons will be paced out by online Edgenuity curriculum.







# 2020-2021 COVID-19 Instructional Models

The following are options for Kingsburg and Oasis High School

## TRADITIONAL



- 5 days on campus
- Standards-based curriculum
- Uses Kingsburg JUHSD curriculum
- Face-to-Face communication with teachers daily
- Lesson schedule is paced by teacher
- Attendance taken by teacher
- Supports special programs, such as EL, AVID
- Meets current Fresno County Health and Safety Guidelines

## HYBRID



- On campus **5 days per week** in an AM/PM model
- Face to face with teachers daily
- Standards-based curriculum
- Uses Kingsburg JUHSD curriculum
- Lesson schedule is paced by teacher
- Attendance taken by teacher
- Supports special programs, such as EL, AVID
- Meets current Fresno County Health and Safety Guidelines

## DISTANCE LEARNING in lieu of in person



- Online learning via Edgenuity
- Students work at their own pace
- Edgenuity platform available 24/7
- Tutoring options available
- AP/Honors classes available (KHS only)
- Elective course options are limited
- Student cannot return to face to face instruction until the beginning of a new semester

## DISTANCE LEARNING



- 5 days online
- Follow an Odd/Even Schedule
- Teacher lesson through online platform every morning
- Attendance will be taken
- Afternoon sessions for additional support. Attendance not taken
- Uses Kingsburg JUHSD curriculum
- Lesson schedule is paced by teacher
- Available during complete school closure only

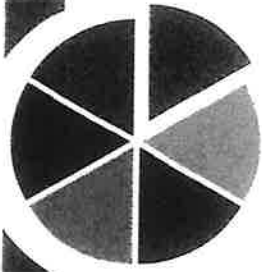


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SUBSCRIBE TO OUR **YouTube** CHANNEL





## 2020-2021 COVID-19 Instructional Models

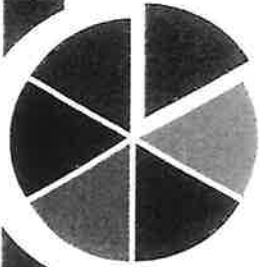
**Any parent choosing distance learning when schools are back to a traditional schedule will be transferred to Kingsburg Independent Study**

### **Kingsburg Independent Study**

- Standards-based curriculum
- Uses an online instructional platform (Edgenuity)
- Supported/delivered by Kingsburg Independent Study teachers
- Daily communication with teacher using distance learning platforms
- Weekly lesson schedule is paced by teacher with some flexibility
- Attendance will be taken by teacher
- Not all classes covered in traditional or hybrid model will be available in the online model

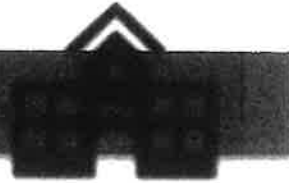
**Once a parent/student chooses Kingsburg Independent Study, student will only be able to return to KHS at the beginning of a semester.**





# 2020-2021 COVID-19 Instructional Models

## Traditional Bell Schedule



### Fall/Winter Schedule

#### Monday

Early Bird 7:30 – 8:30  
 Staff Dev. 8:05 – 9:30  
 Period 1/2 9:35 – 11:08  
 Period 3/4 11:19 – 12:47  
 Lunch 12:47 – 1:27  
 Period 5/6 1:32 – 3:00

#### Tuesday - Friday

Early Bird 7:00 – 8:00  
 Period 1/2 8:10 – 10:05  
 Break 10:05 – 10:20  
 Period 3/4 10:25 – 12:20  
 Lunch 12:20 – 1:00  
 Period 5/6 1:05 – 3:00

#### Finals

Final 8:10 – 10:05  
 Break 10:05 – 10:35  
 Final 10:40 – 12:35

#### Minimum Day

Early Bird 7:00 – 8:00  
 Period 1/2 8:10 – 9:35  
 Period 3/4 9:40 – 11:05  
 Period 5/6 11:10 – 12:35

#### Homeroom

Early Bird 7:00 – 8:00  
 Period 1/2 & HR 8:10 – 10:25  
 Break 10:25 – 10:40  
 Period 3/4 10:45 – 12:30  
 Lunch 12:30 – 1:10  
 Period 5/6 1:15 – 3:00

#### Extended Lunch

Early Bird 7:00 – 8:00  
 Period 1/2 8:10 – 10:00  
 Break 10:00 – 10:15  
 Period 3/4 10:20 – 12:10  
 Lunch 12:10 – 1:05  
 Period 5/6 1:10 – 3:00

#### Assembly

Early Bird 7:00 – 8:00  
 Period 1/2 8:10 – 8:25  
 Group 1 8:30 – 9:20  
 Class Time 9:20 – 10:00  
 Group 2 10:05 – 10:55  
 Break 10:55 – 11:10  
 Period 3/4 11:15 – 12:45  
 Lunch 12:45 – 1:25  
 Period 5/6 1:30 – 3:00

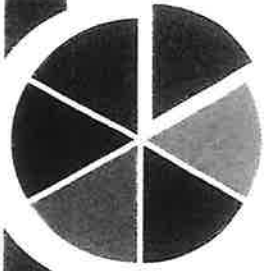
#### Rally

Early Bird 7:00 – 8:00  
 Period 1/2 8:10 – 9:55  
 Break 9:55 – 10:10  
 Period 3/4 10:15 – 12:00  
 Rally 12:00 – 12:30  
 Lunch 12:30 – 1:10  
 Period 5/6 1:15 – 3:00

#### Foggy Day

Period EB 9:00 - 10:00  
 Period 1/2 10:10 - 11:30  
 Period 3/4 11:35 - 12:55  
 Lunch 12:55 - 1:35  
 Period 5/6 1:40 - 3:00





# 2020-2021 COVID-19 Instructional Models

## Hybrid Model Bell Schedule



### Regular Schedule

Early Bird 7:30-8:00  
Period 1/2 A 8:10-9:02  
Period 3/4 A 9:09-9:55  
Period 5/6 A 10:02-10:48  
Transition 10:48-11:48  
Period 1/2 B 11:52-12:44  
Period 3/4 B 12:51-1:37  
Period 5/6 B 1:44-2:30

### Special Schedules

#### Late Start Monday (Every Two

#### Weeks)

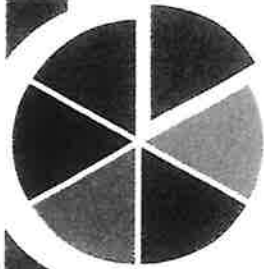
Early Bird 7:30-8:00  
Staff PD 8:05-9:30  
Period 1/2 A 9:35-10:12  
Period 3/4 A 10:19-10:51  
Period 5/6 A 10:58-11:30  
Transition 11:30-12:30  
Period 1/2 B 12:34-1:11  
Period 3/4 B 1:18-1:50  
Period 5/6 B 1:57-2:30

#### Foggy Day

Early Bird 7:30-8:00 (Asynchronous)  
Period 1/2 A 8:10-9:02 (Asynchronous)  
Period 3/4 A 9:09-9:55 (Asynchronous)  
Period 5/6 A 10:02-10:48 (Asynchronous)  
Transition 10:48-11:48  
Period 1/2 B 11:52-12:44  
Period 3/4 B 12:51-1:37  
Period 5/6 B 1:44-2:30

**\*\* (Buses will always be canceled on a foggy day schedule. Morning sessions will be done in an asynchronous setting. Normal face to face instruction for PM schedule.)\*\***





# 2020-2021 COVID-19 Instructional Models

## Distance Learning Bell Schedule



### Regular Schedule

Early Bird 7:30am-8:00am

### Required Instruction Time (Synchronous Learning)

Block 1/2 8:15am-9:15am

Block 3/4 9:30am-10:30am

Block 5/6 10:45am-11:45am

### Instructional Time (Independent Practice w/ Teacher Support)

Block 1/2 12:45pm-1:15pm

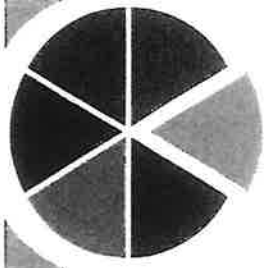
Block 3/4 1:25pm-1:55pm

Block 5/6 2:05pm-2:35pm

\*Note- This schedule is the distance learning schedule that was utilized prior to October 15th. Should we need to go back on distance learning for the entire school, this schedule will be utilized again.

This is not the distance learning schedule for families who choose distance learning in lieu of in person instruction.





# Students, Staff and Campus Safety

## Staff and Student Screening



**Parents: Please review these questions before sending students to school.  
(Questions subject to change due to guidance from county public health)**

- Are you feverish?
- Do you have chills?
- Do you have a new or worsening cough?
- Do you have shortness of breath?
- To your knowledge, have you had close contact with anyone diagnosed with COVID-19 in the past 14 days? (Close contact is considered as being within six feet of someone, unmasked, for more than 15 minutes at one time.)

**\*\* If answer to any question is yes, stay home. \*\***

**Once on campus: All staff and students will complete a survey answering the following questions.**

- Are you feverish?
- Do you have chills?
- Do you have a new or worsening cough?
- Do you have shortness of breath?
- To your knowledge, have you had close contact with anyone diagnosed with COVID-19 in the past 14 days? (Close contact is considered as being within six feet of someone, unmasked, for more than 15 minutes at one time.)

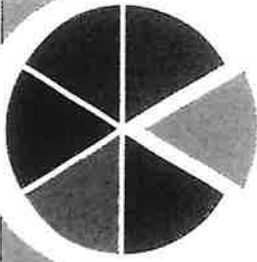
**\*\* If answer to any question is yes: student will be sent to nurse and staff will be instructed to go home. \*\***

**For more information on the safety guidance of schools reopening, click here:**

**[Fresno County Department of Public Health](#)**

**Return to School: a Guide to responding to COVID-19 cases in K-12 school settings 2020-2021**





# Students, Staff and Campus Safety

## What happens when a student or staff member becomes sick?

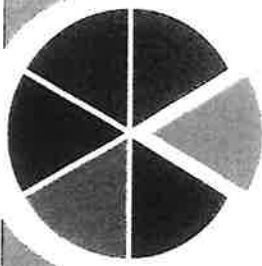


PERSON A	<p><b>Any person who has tested positive for COVID-19. Confirmed with lab result</b></p>	<p><b>With Symptoms:</b> Isolation until the following requirements have been met:</p> <ul style="list-style-type: none"> <li>• 10 days since symptoms first appeared and</li> <li>• 24 hours (3 days) with no fever (without the use of fever-reducing medicine)</li> <li>• Symptoms have improved</li> </ul> <p>The 24 hours without the fever may occur within the 10 days of isolation, or after the 10 days</p> <p><b>Without Symptoms (asymptomatic):</b> Isolate for 10 days from test date:</p> <ul style="list-style-type: none"> <li>• Monitor self for symptoms, take temperature twice a day</li> <li>• Released from quarantine after 10 days have passed as long as no symptoms</li> </ul>
PERSON B	<p><b>Any person who has tested for COVID-19 and is waiting for lab results, and/or is solely symptomatic</b></p>	<p><b>With symptoms:</b> Isolation until the following requirements have been met:</p> <ul style="list-style-type: none"> <li>• 10 days since symptoms first appeared and</li> <li>• 24 hours (3 days) with no fever (without the use of fever-reducing medicine)</li> <li>• Symptoms have improved</li> </ul> <p>The 24 hours without the fever may occur within the 10 days of isolation, or after the 10 days</p>
PERSON C	<p><b>Any person who lives in the same household with person A or symptomatic person B</b></p>	<p><b>No Symptoms</b></p> <ul style="list-style-type: none"> <li>• Quarantine for 14 days following the date of last <b>exposure including complete separation from the person in your house with COVID-19.</b> This means no contact, no time together in the same room, and no sharing of any spaces, such as same bathroom or bedroom.</li> <li>• Quarantine an additional 14 days after Person A has recovered and been released, IF unable to avoid exposure to Person A.</li> </ul>
PERSON D	<p><b>Any person with close contact to Person A (&gt;15 min, &lt;6ft &amp; unmasked)</b></p>	<p><b>Quarantine immediately and for 14 days following date of last exposure:</b></p> <ul style="list-style-type: none"> <li>• Contact Rufino Ucelo Jr. with any questions 559-896-6020.</li> <li>• Monitor self for symptoms, take temperature twice a day</li> <li>• Notify Primary Care Provider if symptoms develop</li> </ul>
PERSON E	<p><b>Any person who has had exposure to Person C or D</b></p>	<p><b>NO QUARANTINE OR ACTION REQUIRED unless:</b> Person C develops symptoms OR tests positive and Person E had contact within 14 days (timeline should start 2 days before)</p> <ul style="list-style-type: none"> <li>• Contact Primary Care Provider to see about testing</li> <li>• Contact Health Services with questions regarding timing and exposure</li> <li>• Clear on daily self-health screening tool</li> </ul>

**DEFINITIONS:**

- **Isolation** separates infected people with a contagious disease from people who are not sick.
- **Quarantine** separates and restricts the movement of people who were exposed to a contagious disease to see if they become sick.
- **Close Contact** defined as anyone who was within 6 feet of an unmasked infected person for at least 15 minutes, starting from 48 hours before the person began feeling sick until the time the person was isolated.





# Students, Staff and Campus Safety



## Prevention Tips

**COVID-19** Coronavirus Disease  
**HELP STOP THE SPREAD**

**AVOID CLOSE CONTACT**  
Avoid close contact with sick people, and when you're sick. Maintain distance at least 6 ft.

**STAY HOME WHEN YOU ARE SICK**  
If you feel sick, go home to prevent the spread of germs, and remain at home until better.

**COVER YOUR MOUTH AND NOSE**  
Cough or sneeze into a tissue, then throw the tissue in the trash.

**CLEAN YOUR HANDS**  
Wash your hands with soap and water for 20 seconds. Or use an alcohol-based hand rub.

**AVOID TOUCHING YOUR EYES, NOSE, OR MOUTH**  
Prevent touching something contaminated with germs, and then to eyes, nose, or mouth.

**PRACTICE OTHER GOOD HEALTH HABITS**  
Regularly clean and disinfect frequently touched objects and surfaces.  
• Get Sleep  
• Be Physically Active  
• Manage Your Stress  
• Drink Plenty of Fluids  
• Eat Nutritious Foods

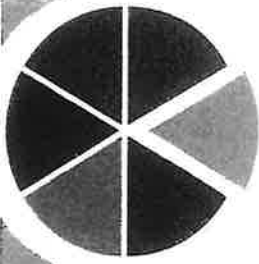
- Wash hands with soap and water or alcohol-based sanitizer before starting work and frequently throughout the day.
- Practice social distancing, sit and/or stand at least six feet from other people.
- Do not share food or drinks.
- Avoid touching eyes, nose and mouth with unwashed hands.
- Sanitize work area before leaving each day.
- Practice good respiratory etiquette (cover cough and sneezes with a tissue or into sleeve).

## If your child becomes ill

- Please contact your physician
- Your child should be kept out of school activities for 10 days after showing symptoms and after they have been fever free for 24 hours, without the use of fever reducing medication.
- Inform your site administrator, coach or advisory that your child is home sick.







# Students, Staff and Campus Safety

## Face Coverings

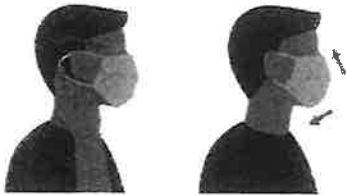


**All students in high school must use face coverings in accordance with California Department of Public Health (CDPH) guidelines.**



### Mask Requirement

- In order to comply with <sup>This</sup> guidance, schools must exclude students from campus if they are not exempt from wearing a face covering under CDHP guidelines and refuse to wear one at school. A student who inadvertently fails to bring a face covering to school or for bus transportation, one will be provided.
- Face coverings must be school issued KHS mask or solid colored.
- Face coverings will be required in every indoor common area.
- Masks and neck buffs (gaiters) are acceptable. Shields are acceptable with a neck shirt. Bandanas will not be allowed.



### How to Wear a Face Covering Correctly

- Wash your hands before putting on your face covering
- Put it over your nose and mouth and secure it under your chin
- Try to fit it snugly against the sides of your face
- Make sure you can breath easily



### Use a Face Mask to Protect Others

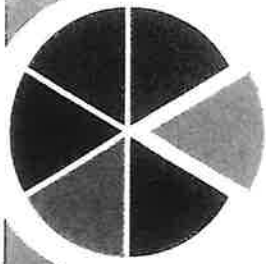
- Wear a face covering that covers your nose and mouth to help protect others in case you're infected with COVID-19 but don't have symptoms.
- Wear a face covering in public settings when around people who don't live in your household, especially when it may be difficult for you to stay six feet apart.
- Don't put the face covering around your neck or up on your forehead.
- Don't touch the face covering, and if you do, wash your hands or use hand sanitizer to disinfect.



### How to take the Face Mask off

- Untie the strings behind your head or stretch the ear loops
- Handle only be ear loops or ties
- Fold outside corners together
- Place covering in the washing machine
- Be careful not to touch your eyes, nose, or mouth when removing, and wash hands immediately after removing.





# Students, Staff and Campus Safety

## Campus Safety



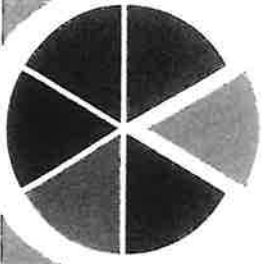
### At all KJUHSD Sites:

- High-touch surfaces in all common areas will be disinfected daily.
- Bathrooms will be fogged throughout the day.
- Classrooms- student desks, chairs and teacher area disinfected daily.
- All classrooms will be fogged with a probiotic spray one time daily.
- Buses- Cleaned and disinfected daily and after transporting any individual who exhibiting symptoms of COVID-19. Drivers will be provided disinfectant wipes.
- Safety and social distance signage and daily health screening reminders will be posted in all buildings. Additional steps will be taken to encourage social distancing and hygiene practices.

## Personal Protective Equipment

1. All students will be issued 2 cloth masks and we will have disposable masks available.
2. Students and staff will answer the daily health survey during their first class or at home.
3. Thermometers will be available as needed.
4. Each classroom will have hand sanitizer and disposable cleaning wipes.
5. Each classroom will be cleaned, fogged, and sanitized each evening.
6. Bathrooms will be cleaned frequently.
7. Increased signage has been placed on campus.
8. All students with symptoms will be sent home.
9. Mitigation of sick students/staff will follow the FCHD COVID guidelines.
10. Several hand sanitizing stations will be placed in key locations around the campus.
11. The RC room will be our holding room for students with symptoms.
12. Several sneeze guards have been placed in strategic locations on campus.
13. Additional temporary maintenance staff will be hired to help clean classrooms.





# Students, Staff and Campus Safety

## Social Distancing Protocol



The most important mitigation strategy in the fight against COVID-19 is social distancing. Following these strategies will help assure that office, classrooms, and common areas meet the CDC guidelines for social distancing. If social distancing is not feasible, individuals will need to wear masks until social distancing can be achieved.



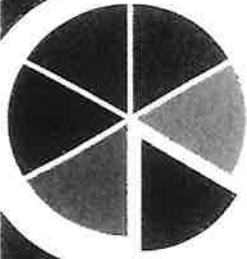
- Stay at least six feet (about two arm's lengths) from other people.
- Not gathering in groups.
- Staying out of crowded places and avoiding mass gatherings.

### Steps for Illness on Campus

If a staff member or administrator feels the student is ill, or if the student identifies themselves as being ill, the following steps will be taken:

1. Student will be excused from class and instructed to head to the office
2. Facial coverings must be worn at all times once the student is identified as potentially ill
3. Student will knock on Mrs. Lund's window
4. Mrs. Lund will assess the situation
5. Weather permitting, and whenever possible, it is preferred that the student wait outside for pick-up
6. The RC room will serve as a nurses station should the student need to come indoors. They will be required to enter through the outside door.

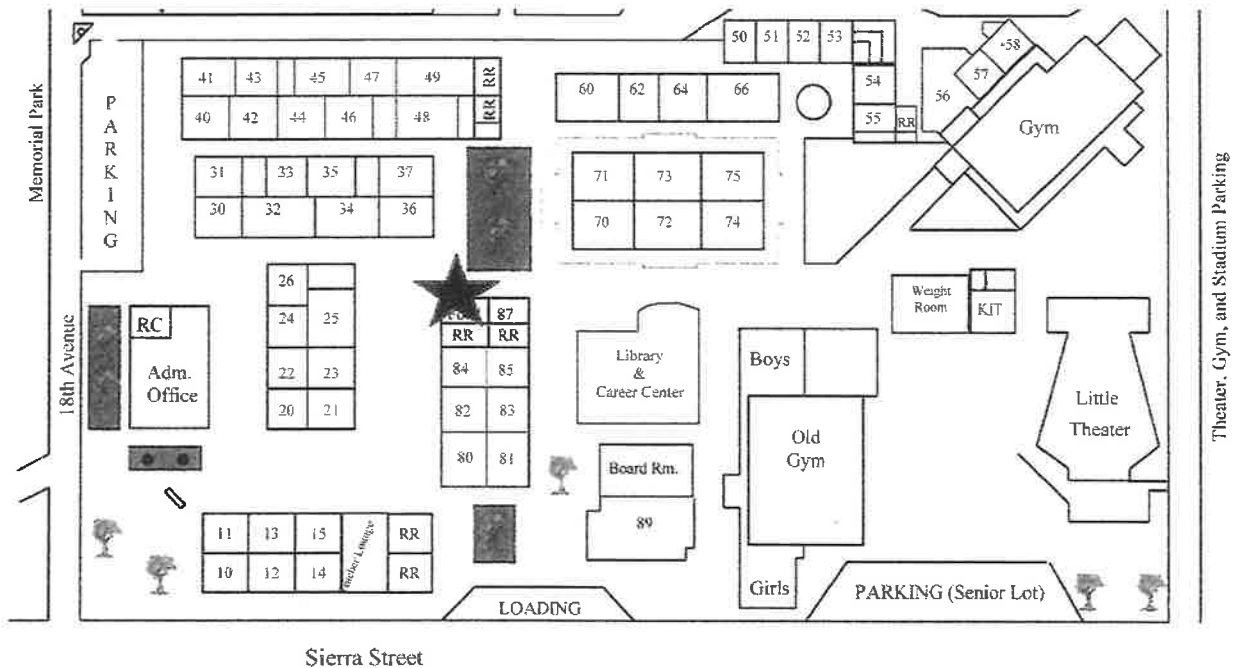




# School Meals

## Meal Delivery and Location

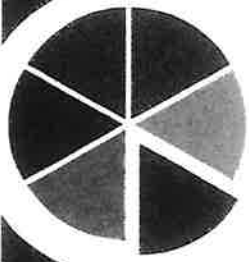
Bagged meals aligned with the National School Lunch Program will be available to students. Social distancing will be maintained in all meal environments to the extent possible. Lunches will be available for pick-up at the Snack Bar.



## Snack Bar Practices

Cafeteria cleaning procedures will follow the enhanced cleaning protocols outlined in the Students, Staff and Campus Safety section. In addition, if/when students eat on campus, surfaces will be cleaned before and after each lunch period. Hand sanitizer will be available to students before and after lunch, and time will be built into the school day for hand washing and sanitizing. Food service staff will wear required Personal Protective Equipment (PPE) and will maintain social distancing during food distribution.





# School Meals

## No-Cost Meals

Qualifying students will continue to receive free lunch. Applications can be accessed through the [Aeries Parent Portal](#) during the data confirmation process. Procedures will be developed to ensure qualifying students receive meals both on-campus and off, including:

- For students enrolled in the distance learning model, procedures will be developed to provide access to meals.
- For students absent due to illness or required to self-isolate, a parent or an adult designated by the parent may pick up meals for the student. (Student ID number required)

## Frequently Asked Questions

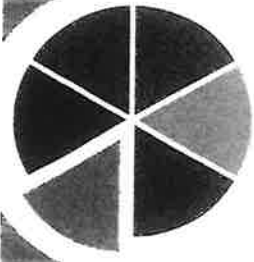
### **Q. Can students still bring their own meals to school?**

- Yes, students still have the option of bringing their own meals to school.

### **Q. What is the meal purchase & pickup process for distance learning students?**

- For students that do not qualify for No-Cost Meals, funds can be loaded to meal accounts through Aeries Parent Portal under Titan. A student ID or student ID number will be required for meal pickup. Locations and times for meal pickups are being finalized and will be shared with families and on our website at <http://kjuhsd.com/> when available.





# Students with Special Needs

Safety considerations and protocols have been established with the guidance of public health officials and medical experts to accommodate our special education students' return to campus for both students and employees.

## Health & Safety Precautions

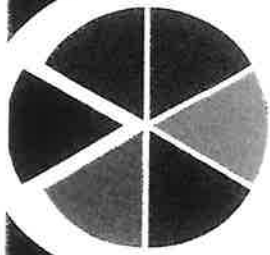
- School personnel will work closely with families of students who are immunocompromised regarding specific needs when returning to school.
- Staff will be provided with face coverings which are most conducive to addressing specific student needs.
- Services will be delivered with adherence to the wearing of facial coverings, social distancing as practicable, increased hand washing and sanitizing.
- Daily health screenings will be conducted by staff.

## Options for Learning

- The traditional model will be available in a manner that meets current social distancing guidelines.
- Instruction for students will be developed and implemented consistent with applicable laws.

For specific questions, please contact Cindy Schreiner at (559)897-7721





## Counseling and Social Emotional Needs

Kingsburg Joint Union High School District emphasizes the availability of multi-tiered support systems for all students regardless of the educational program in which they are enrolled. The start of a new academic year as well as ongoing changes with the way schools, cities, and families function at this time due to the impact of COVID-19, may bring additional stressors to the lives of our young people. As always, the district is committed to making accessible social-emotional support including crisis intervention for students who struggle with the transition back to school or any other emotional issues.

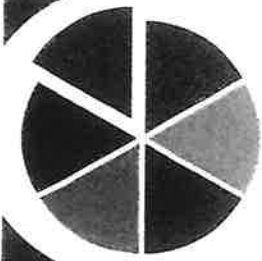
For questions and concerns or to request support, please contact the following individuals at your school site:

Mrs. Apgar  
KHS Junior-Senior Counselor  
[hapgar@kingsburghigh.com](mailto:hapgar@kingsburghigh.com)  
897-5156, ext. 2004

Mrs. Marriott  
KHS Freshman-Sophomore Counselor  
[smarriott@kingsburghigh.com](mailto:smarriott@kingsburghigh.com)  
897-5156, ext. 2005

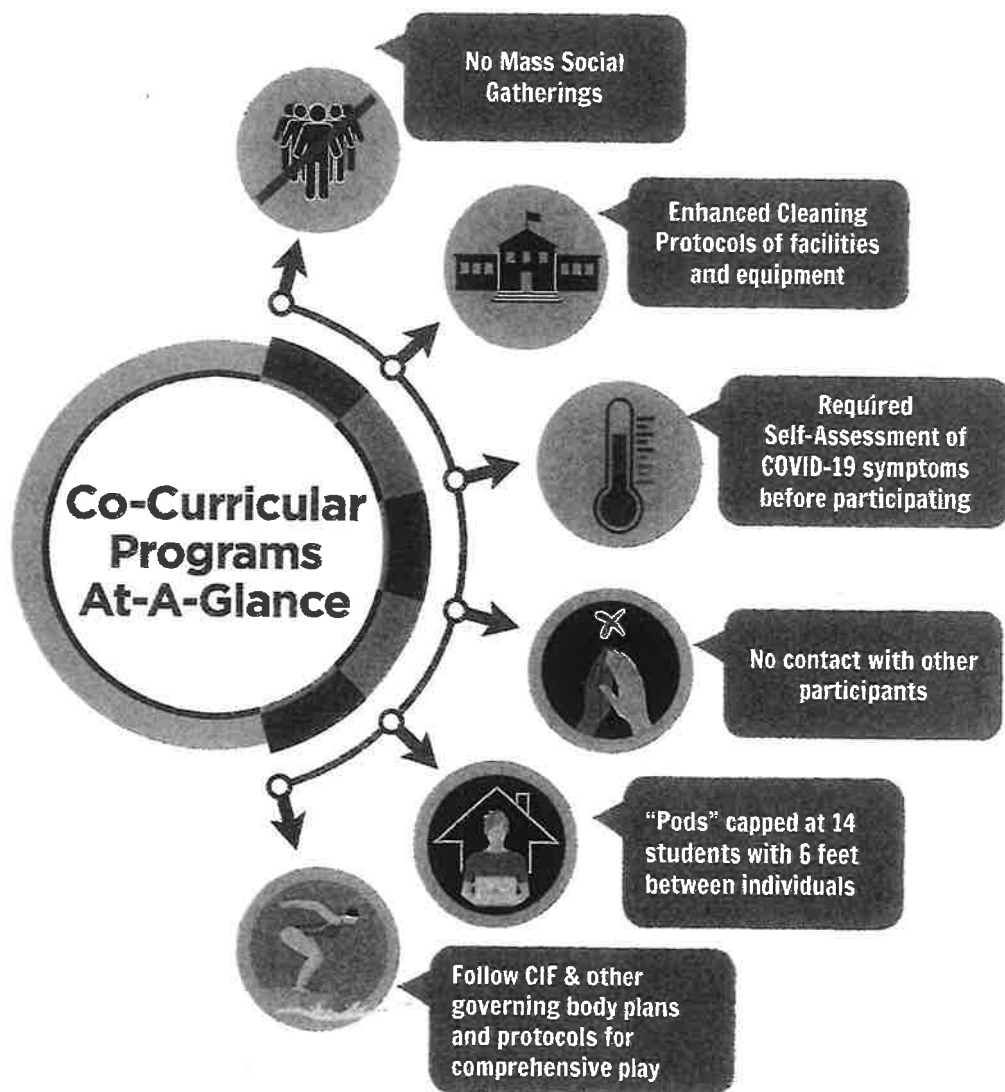
Mr. Walterman  
Director Alternative Education Programs  
[rwalterman@kingsburghigh.com](mailto:rwalterman@kingsburghigh.com)  
897-3880



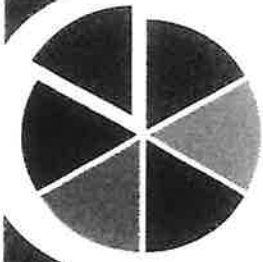


# Co-Curricular Activities

Co-Curricular activities remain an important component of student's education. Modifications to how students participate in activities like sports, visual and performing arts, and career technological education, enable students to continue these pursuits. At this time, in accordance to county regulations, athletic contests/games are not allowed. CIF guidance, along with guidance with the Fresno County Department of Public Health, will help in determining how KJUHS D will operate co-curricular across the district







# Co-Curricular Activities

## Sports



Participants and coaches are required to complete a self-assessment for the signs/symptoms of COVID-19. Prior to reporting to the activity each day. Coaches will maintain documentation of screenings. Those with positive symptoms should not be allowed to participate and should contact his or her primary care provider or other appropriate health care professional. Every participant must complete a participation form that identifies the risks of participating in the restricted activities.



Athletes should report to workouts in proper attire and return home to shower at the end of their workout. Staggered arrivals and departures will be required to enable proper social distancing.



Students will be grouped in pods no larger than 14 participants. These pods will not interact with other pods. There must be a minimum distance of 6 feet between each individual at all times. If this is not possible indoors, then the maximum number of individuals in the room must be decreased until proper social distancing can occur. There can be no contact between participants. All equipment should be cleaned after each use and prior to next workouts.



At this time, no spectators are allowed at facilities.

For more information on the guidance of schools in returning to school-based sports issued by Fresno County, click here to view the document

[Return to Play: Youth and School Based Sports.](#)

## Pools



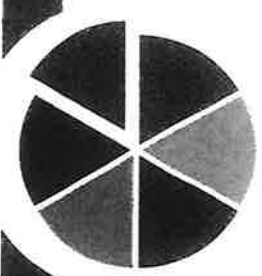
Pools will have a limit of 2 swimmers per lane with no more than 14 swimmers out on deck at one time. This goes for the grass area inside some pool complexes. Only 14 people may be outside of the pool inside the pool complex.

## Visual and Performing Arts



We value visual and performing arts, and every effort will be made to provide a meaningful experience for students. Plans are being developed for classes, such as drama, music and visual arts to occur in some format that follows the necessary health and safety protocols. Plans for performances of these disciplines are being researched, and an update will be coming when available.





# Co-Curricular Activities

## California Interscholastic Federation (CIF) Schedule



CIFCS Sport Calendar 2020-2021

Sport	"Summer Period"	Off-Season or Outside Agency Period	Preseason Conditioning Period	Practice Start Date	First Contest Date	Sit Out Period Date	Last League Contest Date	Post-Season Dead Period
<b>Fall</b>								
Cross Country	July 20 - Dec. 12	NA	NA	Dec. 14	Dec. 28	Feb. 2	March 11	2 weeks after last contest
Water Polo	July 20 - Dec. 12	NA	NA	Dec. 14	Dec. 28	Jan. 26	Feb. 25	
Volleyball (B&G)	July 20 - Dec. 12	NA	NA	Dec. 14	Dec. 28	Jan. 26	Feb. 25	
Football	July 20 - Dec. 12	NA	NA	Dec. 14	Jan. 7	Feb. 11	March 19	
<b>Spring</b>								
Badminton	July 20 - Dec. 12	Dec. 14 - Feb. 6	Feb. 8 - Feb. 20	Feb. 22	March 8	April 7	May 8	NA
Soccer	July 20 - Dec. 12	Dec. 14 - Feb. 6	Feb. 8 - Feb. 20	Feb. 22	March 8	April 10	May 13	NA
Tennis (B&G)	July 20 - Dec. 12	Dec. 14 - Feb. 6	Feb. 8 - Feb. 20	Feb. 22	March 8	April 12	May 15	NA
Swim & Dive	July 20 - Dec. 12	Dec. 14 - Feb. 20	Feb. 22 - March 6	March 8	March 20	April 20	May 21	NA
Wrestling	July 20 - Dec. 12	Dec. 14 - Feb. 20	Feb. 22 - March 6	March 8	March 20	April 20	May 22	NA
Basketball	July 20 - Dec. 12	Dec. 14 - Feb. 20	Feb. 22 - March 6	March 8	March 20	April 23	May 27	NA
Baseball	July 20 - Dec. 12	Dec. 14 - Feb. 27	March 1 - March 13	March 15	March 27	April 30	June 3	NA
Softball	July 20 - Dec. 12	Dec. 14 - Feb. 27	March 1 - March 13	March 15	March 27	April 30	June 3	NA
Golf (B&G)	July 20 - Dec. 12	Dec. 14 - Feb. 27	March 1 - March 13	March 15	March 27	April 30	June 3	NA
Track & Field	July 20 - Dec. 12	Dec. 14 - Feb. 27	March 1 - March 13	March 15	March 27	April 30	June 4	NA
Lacrosse	July 20 - Dec. 12	Dec. 14 - Feb. 27	March 1 - March 13	March 15	March 29	May 3	June 5	NA
Competitive Sport Cheer	July 20 - Dec. 12	Dec. 14 - Feb. 27	March 1 - March 13	March 15	March 29	TBD	TBD	NA

\*\* NOTE: Prior to competition a student must have 10 days of practice in that sport, if they played a sport in the preceding season they only need 5 days of practice.  
 \*\*\* NOTE: Football players must complete the 5 day acclimation period

**Definitions:**

- Summer Period** all activities during this time period shall be under the authority of each school district  
 \*\*Football - contact practices are not allowed in the offseason (CIF Bylaw 2001.C, CA Ed Code 35179.5, AS 2127)
- Off-Season or Outside Agency** Programs must choose between utilizing the off-season option or outside agency option.
- Conditioning Period** The only activities allowed during this time are non-sport specific conditioning and weight training, along with no use of specific equipment including balls.
- Practice Start Date** First allowable day to begin practice.
- First Contest Date** First allowable day for interscholastic competition.
- Sit-Out Period Date** The date that a student may participate in competition after being granted an "SOP" due to transferring.
- Last League Contest Date** This is the last allowable date for a league contest.
- Post Season Dead Period** Immediately following each schools completed season of sport, there will be a two-week dead period with no contact between players and coaches of the just completed sports season.

Updated 7/20/20

## Clubs and Activities



All in-person co-curricular activities, assemblies, rallies, field trips, and any school-wide gatherings related to the school year are suspended until the County Health Officer allows. Virtual assemblies, rallies, field trips and other similar activities may take place.

## Trips and Competitions



Field Trips and Competitions will follow local guidance from the Fresno County Department of Public Health.



**BANK RECONCILIATION REPORT**

As of Statement Ending Date: 9/30/2020

Bank Code: A - Cash-Checking-WestAmerica Bank

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

Opening Bank Statement Balance:	188,695.31
Cleared Deposits:	7,195.66
Cleared Checks and Charges:	39,968.79
Cleared Adjustments:	278.98

Calculated Bank Balance: 156,201.16

Less:	Outstanding Checks:	3,360.38
Plus:	Deposits In Transit:	0.00
Plus:	Uncleared Adjustments:	0.00

Calculated Book Balance: 152,840.78

Actual Book Balance: 152,840.78

VARIANCE: 0.00

Ending Bank Statement Balance:	156,201.16
Calculated Bank Balance:	<u>156,201.16</u>
Out of Balance Amount:	<u><u>0.00</u></u>

Prepared by: 

Date: 10/6/2020

Reviewed by: 

Date: 10/6/2020

**ACCOUNT ANALYSIS REPORT - SUMMARY**

Date Range: 9/1/2020 through 9/30/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
<b>Cash Accounts</b>					
100-00-00 Cash-Checking-WestAmerica Bank	174,845.00	7,474.64	29,478.86		152,840.78
105-00-00 CD-WestAmerica Bank	10,011.75				10,011.75
110-00-00 CD-WestAmerica Bank	18,302.41				18,302.41
115-00-00 CD-WestAmerica Bank	10,000.00				10,000.00
120-00-00 Petty Cash	100.00				100.00
910-00-00 Web Store Clearing Bank	29.00				29.00
<b>Total Cash Accounts</b>	<b>213,288.16</b>	<b>7,474.64</b>	<b>29,478.86</b>	<b>0.00</b>	<b>191,283.94</b>
<b>Other Accounts</b>					
004-40-00 SKILLS USA	596.08				596.08
005-40-00 INTRO TO TEACHING	3,116.75				3,116.75
006-40-00 BARISTA PROJECT	402.56				402.56
007-40-00 CNA CLASS	702.38				702.38
008-40-00 ACADEMIC DECATHLON	353.77				353.77
009-40-00 CLASS 2009	0.00				0.00
010-00-00 CLASS 2010	0.00				0.00
011-40-00 ART OPPORTUNITIES	406.32				406.32
012-40-00 CLASS 2012	0.00				0.00
013-40-00 CLASS 2013	0.00				0.00
014-00-00 CLASS 2014	0.00				0.00
015-00-00 Class 2015	0.00				0.00
015-40-00 CLASS 2015	0.00				0.00
016-00-00 CLASS 2016	0.00				0.00
017-00-00 CLASS 2017	0.00				0.00
018-00-00 CLASS 2018	0.00				0.00
019-00-00 CLASS 2019	0.00				0.00
020-40-00 Class 2020	0.00				0.00
021-40-00 Class 2021	50.00				50.00
101-00-00 DUE TO STUDENT BODY	0.00				0.00
102-30-00 FELLOWSHIP OF CHRISTIAN ATHLET	579.35				579.35
103-40-00 AUTOSHOP OPPORTUNITIES	0.00				0.00
104-40-00 LIFE SKILLS	830.19				830.19
105-30-00 Catholics in Action	1,061.36				1,061.36
106-10-10 GOLF~BOYS	90.00				90.00
106-10-20 GOLF~GIRLS	230.24				230.24
107-00-00 BAND	15.71				15.71
107-01-00 CHOIR	142.00				142.00
107-02-00 COLOR GUARD	0.00				0.00
108-00-00 PRE-MED SCHOLARSHIP	0.00				0.00
108-30-00 PRE-MED CLUB	341.64				341.64
109-30-00 A RANDOM KINDNESS	173.19				173.19
109-30-01 FBLA-PRINTING ACCOUNT	0.00				0.00
111-00-00 STUDENT BODY GENERAL	13,119.19	491.88	318.82	203.00	13,495.25
111-01-00 SCHOLARSHIP ACCOUNT	16,125.70				16,125.70
111-02-00 SPECIAL PROJECTS	1,044.57				1,044.57
112-30-00 VIRTUAL ENTERPRISE	0.00				0.00
113-40-00 LIBRARY OPPORTUNITIES	219.30				219.30
114-30-00 BEYOND BELIEF	0.00				0.00
116-00-00 RIBBONS OF HOPE	499.60		100.00		399.60
117-00-00 PEPSI FUND	366.52				366.52
118-00-00 ENGLISH OPPORTUNITIES	0.00				0.00
119-00-00 PRE-LAW CLUB	315.43				315.43
121-10-00 CONCESSIONS	5,401.66				5,401.66
122-10-10 TENNIS~BOYS	0.00				0.00

**ACCOUNT ANALYSIS REPORT - SUMMARY**

Date Range: 9/1/2020 through 9/30/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
122-10-20 TENNIS~GIRLS	0.00				0.00
123-10-10 SOCCER~BOYS	0.00				0.00
123-10-20 SOCCER~GIRLS	800.12	100.00			900.12
124-10-00 WEIGHTLIFTING	0.00				0.00
125-10-10 FOOTBALL	255.70				255.70
126-10-00 BASKETBALL	101.00				101.00
127-10-10 BASEBALL	1,838.07				1,838.07
128-10-20 SOFTBALL	1,314.58				1,314.58
129-10-00 CROSS COUNTRY	11,640.15		439.02	(1,011.67)	10,189.46
130-40-00 AVID	5,701.21		230.00		5,471.21
130-40-09 AVID 9	0.00				0.00
130-40-10 AVID 10	0.00				0.00
130-40-11 AVID 11	0.00				0.00
130-40-12 AVID 12	14.87				14.87
131-40-00 YEARBOOK	17,354.44	2,952.75	1,000.00		19,307.19
132-40-00 VIKING VOICE	0.00				0.00
133-30-00 IOTA LAMBDA CHI	379.91	300.00			679.91
134-30-00 MU ALPHA THETA	639.36		100.00		539.36
135-00-02 SCI OPPORT-GRANT #2	0.00				0.00
135-40-00 SCIENCE OPPORTUNITIES	972.91				972.91
135-40-01 SCI OPPORT-GRANT #1	0.00				0.00
136-30-00 KEY CLUB	206.68				206.68
136-30-01 KEY CLUB-LT GOV FUND	0.00				0.00
137-30-00 CSF	114.91				114.91
138-10-20 VOLLEYBALL	100.00				100.00
139-00-00 AP OPPORTUNITIES	299.57				299.57
140-30-00 ART CLUB	504.44				504.44
141-00-00 HISTORY OPPORTUNITIES	0.00				0.00
142-00-00 GREEN CLUB	746.31				746.31
145-00-00 FFA	21,144.25	200.00	327.78	(203.00)	20,813.47
145-01-00 FFA-ORNAMENTAL HORTICULTURE	2,402.71				2,402.71
145-02-00 FFA DONATION ACCOUNT	25,208.63				25,208.63
145-03-00 FFA-LIVESTOCK ACCOUNT	1,116.76				1,116.76
145-04-00 FFA-FLORAL DESIGN	3,239.86				3,239.86
148-10-10 WRESTLING	2,506.85				2,506.85
149-10-00 Jose Valencia Scholarship	0.00				0.00
150-10-00 ATHLETICS	27,626.62		7,209.05	1,011.67	21,429.24
150-10-02 ATHLETICS-TOURNAMENT ACCOUNT	1,469.27				1,469.27
151-30-00 MULTI-CULTURAL CLUB	2,964.15				2,964.15
152-40-00 PEP SQUAD	2,763.74				2,763.74
153-40-00 GYM CLOTHES	2,554.80				2,554.80
158-30-00 FRIDAY NIGHT LIVE	0.00				0.00
159-10-00 AQUATICS	879.88	200.00			1,079.88
160-40-00 MATH PROJECT	0.00				0.00
165-00-00 KAEC	53.62				53.62
165-01-00 KAEC OPPORTUNITIES	0.00				0.00
168-30-00 DRAMA CLUB	11,753.25	1,671.66			13,424.91
170-40-00 SHAKESPEAREAN STUDY TOUR	0.00				0.00
173-30-00 SCIENCE CLUB	116.26				116.26
175-30-00 TEACHERS OF TOMORROW	0.00				0.00
176-10-00 TRACK	0.00				0.00
405-00-00 DISTRICT	19,754.19	2,931.99	19,754.19		2,931.99
900-00-00 Web Store Clearing for Remitt	(495.40)	(1,373.32)			(1,868.72)
920-00-00 Web Store Fees	(939.02)	(0.32)			(939.34)

**ACCOUNT ANALYSIS REPORT - SUMMARY**

Date Range: 9/1/2020 through 9/30/2020

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
<b>Total Other Accounts</b>	213,288.16	7,474.64	29,478.86	0.00	191,283.94

### Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

COPY

District: Kingsburg Joint Union High School District

Person completing this form: Don Shoemaker Title: Superintendent

Quarterly Report Submission Date:  July 2020  
 (check one)  October 2020  
 January 2021  
 April 2021

Date for information to be reported publicly at governing board meeting: October 12, 2020.

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
<b>Textbooks and Instructional Materials</b>	0		
<b>Teacher Vacancy or Misassignment</b>	0		
<b>Facilities Conditions</b>	0		
<b>TOTALS</b>	0		

\_\_\_\_\_  
 Don Shoemaker  
 Print Name of District Superintendent

\_\_\_\_\_  
 Signature of Superintendent

\_\_\_\_\_  
 Date



By [Alisha Kirby](#) | [September 30, 2020](#)

# Assembly Bill 992 amends Brown Act to address social media use





Gov. Gavin Newsom on Sept. 18 signed [Assembly Bill 992](#), which amends the Brown Act's prohibition of serial meetings, to permit certain social media communications. Under the revised law, board members may communicate with their communities via social media, but may not communicate directly with other members of their board on any issue of board business. Even simply "liking" another board member's post has the potential to create a violation of the Brown Act.

AB 992 amends [Government Code section 54952.2](#) —which prohibits a majority of members of a governing board, outside of a noticed meeting, from using a series of communications to hear, discuss, deliberate or take action on any item of board business — and distinguishes permitted social media communications from those that are prohibited under the Brown Act.

Specifically, the bill allows a board member to communicate with community members via social media, to answer questions, provide information to the public, or solicit information from the public regarding a matter that is within the subject matter jurisdiction of the board. However, the use social media by board members to discuss board business among themselves remains prohibited.

According to AB 992, a board member may not respond directly to any social media communication made, posted or shared by a fellow board member on an issue that is within the subject matter jurisdiction of their board. This prohibition includes the use of digital icons that express reactions to communications made by other members of the board, meaning board members cannot "like" communications on social media by other members of their board that are on matters within the subject matter jurisdiction of the board.

Board members need to be aware of what this means. Generally, a communication between two individual board members, even on a matter within the board's subject matter jurisdiction, would not constitute a prohibited serial meeting under the Brown Act. However, AB 992 creates different rules for social media communications, by prohibiting a board member from responding directly to another board member's social media communication regarding a matter that is within the subject matter jurisdiction of their board.

AB 992 defines social media broadly as an online service that is open and accessible to the public free of charge and from which a member of the public may not be blocked from participating except by the social media platform when it determines that the individual has violated the protocols or rules of the social media platform. Such online social media platforms, include Facebook, Instagram, Twitter, etc.

Share:





**KJUHSD**

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

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

## Cash Flow Report

Cash Balance of all Funds  
As of September 30, 2020

FUND TRANSACTION NUMBER	FUND DESCRIPTION	FUND #	BEGINNING CASH BALANCE		REVENUES	TOTAL CASH AVAILABLE		EXPENDITURES	ENDING CASH BALANCE
60001	GENERAL	0100	\$ 2,237,370.33	\$ -	\$ 4,963,025.62	\$ 7,200,395.95	\$ 2,920,071.59	\$ 4,280,324.36	
<b>ALL OTHER FUNDS</b>									
60008	CAFETERIA	1300	\$ 29,773.47	\$ -	\$ 22,820.60	\$ 52,594.07	\$ 6,220.61	\$ 46,373.46	
60005	DEF. MAINTENANCE	1400	\$ 83,522.99	\$ -	\$ 189.88	\$ 83,712.87	\$ 14,485.26	\$ 69,227.61	
60020	SPECIAL RESERVE	1700	\$ 99,255.25	\$ -	\$ 487.97	\$ 99,743.22	\$ -	\$ 99,743.22	
60025	SPECIAL RESERVE FUND #1	1701	\$ 1,602.82	\$ -	\$ 14.31	\$ 1,617.13	\$ -	\$ 1,617.13	
65294	BUILDING FUND GO BOND 2016	2104	\$ 4,856,967.18	\$ -	\$ 23,085.18	\$ 4,880,052.36	\$ 361,022.26	\$ 4,519,030.10	
60006	CAPITAL FACILITIES	2500	\$ 606,442.69	\$ -	\$ 22,380.98	\$ 628,823.67	\$ -	\$ 628,823.67	
<b>BOND INTEREST AND REDEMPTION FUNDS "VOTED INDEBTEDNESS" PAYMENTS OF PRINCIPAL AND INTEREST</b>									
			PRINCIPAL	INTEREST	PAYMENT	TOTAL			
65005	BOND INTEREST & REDEMPTION FUND	5100	\$ 277,593.75	\$ 597,416.25	\$ 875,010.00	\$ 875,010.00	\$ -	\$ 875,010.00	
65103	BOND INTEREST & REDEMPTION FUND	5101	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
65129	BOND INTEREST & REDEMPTION FUND	5102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
65244	BOND INTEREST & REDEMPTION FUND	5103	\$ 20,000.00	\$ 89,375.30	\$ 109,375.30	\$ 109,375.30	\$ -	\$ 109,375.30	
65277	BOND INTEREST & REDEMPTION FUND	5104	\$ 400,000.00	\$ 128,825.30	\$ 528,825.30	\$ 528,825.30	\$ -	\$ 528,825.30	
69259	BOND INTEREST & REDEMPTION FUND	5105	\$ -	\$ 164,365.92	\$ 164,365.92	\$ 164,365.92	\$ -	\$ 164,365.92	

1900 18<sup>th</sup> Avenue Kingsburg, CA 93631  
 (P) 559-897-7721 | (F) 559-419-6404 | www.kjuhsd.com

**ISSUE:**

Presented to the Board is Bre Abell as the Head Varsity Girls Water Polo Coach for the Kingsburg Joint Union High School District for the 2020-2021 school year.

**ACTION:**

Approve or deny the Bre Abell as the Head Varsity Girls Water Polo Coach for the 2020-2021 school year.

**RECOMMENDATION:**

Recommend approval.

**FOR BOARD ACTION:**

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

**ISSUE:**

Presented to the Board is Tris Abell as the Head JV Girls Water Polo Coach for the Kingsburg Joint Union High School District for the 2020-2021 school year.

**ACTION:**

Approve or deny Tris Abell as the Head JV Girls Water Polo Coach for the 2020-2021 school year.

**RECOMMENDATION:**

Recommend approval

**FOR BOARD ACTION:**

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

**ISSUE:**

Presented to the Board for part-time hourly employment is Justin Bautista as an IT Assistant for the Kingsburg Joint Union High School District for the 2020-2021 school year.

**ACTION:**

Approve or deny Justin Bautista as a part-time hourly IT Assistant for the 2020-2021 school year.

**RECOMMENDATION:**

Recommend approval

**FOR BOARD ACTION:**

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

**ISSUE:**

Presented to the Board is Mike Newell as a Temporary Kingsburg Independent Study Teacher for the 2020-2021 school year.

**ACTION:**

Approve or deny Mike Newell as a Temporary Kingsburg Independent Study Teacher for the 2020-2021 school year.

**RECOMMENDATION:**

Recommend approval.

**FOR BOARD ACTION:**

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

**ISSUE:**

Presented to the Board is Jessie Perez as a Volunteer Assistant Varsity Wrestling Coach for Kingsburg Joint Union High School District for the 2020-2021 school year.

**ACTION:**

Approve or deny Jessie Perez as a Volunteer Assistant Varsity Wrestling Coach for the 2020-2021 school year.

**RECOMMENDATION:**

Recommend approval.

**FOR BOARD ACTION:**

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



**ISSUE:**

Presented to the Board is Robert Navarro as a Volunteer JV Assistant Football Coach for Kingsburg Joint Union High School District for the 2020-2021 school year.

**ACTION:**

Approve or deny Robert Navarro as a Volunteer JV Assistant Football Coach for the 2020-2021 school year.

**RECOMMENDATION:**

Recommend approval.

**FOR BOARD ACTION:**

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