

## Sunnyside Union School District

21644 Avenue 196  
Strathmore, California 93267

Website: [www.sunnysideunion.com](http://www.sunnysideunion.com)  
Email: [comments@sunnysideunion.com](mailto:comments@sunnysideunion.com)

# SUNNYSIDE UNION SCHOOL DISTRICT

Board of Education

## AGENDA

*Regular Board Meeting*

*April 27, 2021 at 6:00 p.m.*

*Multi-Purpose Room or Outdoor Learning Center  
All Social Distancing & Face Covering Protocols to Be Followed*

### I. OPEN SESSION/CALL TO ORDER/ROLL CALL

### II. ADA ACCOMMODATIONS REQUIREMENT

Persons who are in need of disability-related modification of accommodation to participate in the board meeting must make a request in writing to the District Office of the Superintendent-Principal, 21644 Avenue 196 Strathmore, California, 559-568-1741 x. 203.

A request for accommodation should specify the nature of the modification or accommodation requested, including any necessary auxiliary aids or services required and the name and telephone number of the person making the request. The written request should be done as soon as possible and no later than two days before the meeting. The agenda, agenda packet, and any written documents distributed to the Board during a public meeting will be made available in appropriate alternative formats upon request by a person with a disability as required by the Americans with Disabilities Act.

Written documents concerning agenda items are available for public inspection during normal business hours within 72 hours of the regular board meeting at the Sunnyside Union School District Office.

### III. GENERAL BUSINESS

- A. Flag Salute
- B. Adoption of Agenda for April 27, 2021      \_\_\_ M \_\_\_ S \_\_\_ A
- C. Welcome Visitors

### IV. PUBLIC COMMENTS

*Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to three (3) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.*

### V. CONSENT CALENDAR

#### ROUTINE ITEMS

- A. Approve Pay Vouchers/Purchase Orders for April 8 and 15 of 2021, Numbering 210886 to 210943 in the amount of \$101,411.27      *Enclosure #1*
- B. Approve the hiring of Julian Arroyo to a short – term (end of 2020-2021 school year).  
Position: Part Time Custodian



- C. Annual TCOE Renewal: Consideration and Approval of ERS Library Media Service Agreement for the 2021-2022 School Year. *Enclosure #2*

\_\_\_ M \_\_\_ S \_\_\_ A

## VI. PUBLIC NOTICE

- A. Hearing and public comment regarding the Sunnyside Faculty Association's initial proposal to the district regarding certificated unit collective bargaining agreement negotiations, 2021-2022
- B. Hearing and public comment regarding the District's initial proposal to the Sunnyside Faculty Association regarding certificated unit collective bargaining agreement negotiations, 2021-2022
- C. Hearing and public comment regarding the CSEA Chapter 675 initial proposal to the district regarding certificated unit collective bargaining agreement negotiations, 2021-2022
- D. Hearing and public comment regarding the District's initial proposal to the CSEA Chapter 675 regarding certificated unit collective bargaining agreement negotiations, 2021-2022

## VII. OLD BUSINESS

- A. Review of the initial draft of the 2021-2022 Three Year Local Control Accountability Plan
- B. Review of Expenditure Guidelines and Plan for AB 86 – In Person Funds
- C. Review of Expenditure Guidelines and Plan for AB 86 – Expanded Learning Funds
- D. Review of Expenditure Guidelines and Plan for ESSER II and ESSER III Funds
- E. Review of Capital Project Request Approvals  
*Enclosure #3*
- F. Update on the School Facility Bond
- i. Oversight Committee
- ii. Materials Cost for Roofing Project *Enclosure #4*
- G. Review of the *FamilyID* Program to be fully implemented for the 2021-2022 school year.
- H. Review of Superintendent-Principal's Evaluation Form

## VIII. DISCUSSION ITEMS

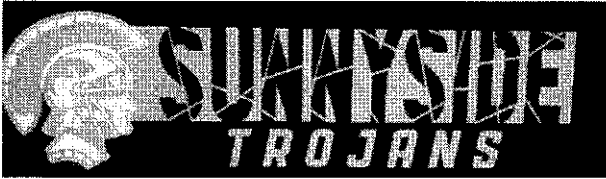
- A. Discussion and developing school philosophy and vision for Sunnyside Learners
- B. Recommendations for Staffing for the 2021-2022 School Year
- C. Preliminary Review of Job Descriptions for Possible New Positions for the 2021-2022 school year.
- D. Open Discussion on COVID, Campus Learning/Instruction and Activities

## IX. NEW BUSINESS

- A. Consideration and Approval of the LEA Medi-Cal Direct Billing Program OptiServices Contract for the 2021-2022 SY.

**Jody Gunderman**  
*Enclosure #5*

\_\_\_ M \_\_\_ S \_\_\_ A



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B. Consideration and Approval of Application for Use of School Facility for Strathmore Youth Football

**Steve Tsuboi** \_\_\_\_\_ M \_\_\_\_\_ S \_\_\_\_\_ A  
*Enclosure #6*

C. Consideration and Approval of bid for Summer 2021 Roofing Project with Fresno Roofing in the amount of \$130,163.00 (base bid).

**Steve Tsuboi** \_\_\_\_\_ M \_\_\_\_\_ S \_\_\_\_\_ A  
*Enclosure #7*

D. Discussion and Approval to Change the Graduation Date to After June 15, 2021.

**Steve Tsuboi** \_\_\_\_\_ M \_\_\_\_\_ S \_\_\_\_\_ A

E. Consideration and Approval of Application for Use of School Facility for Kern Community College District (on Behalf of Porterville College).

**Steve Tsuboi** \_\_\_\_\_ M \_\_\_\_\_ S \_\_\_\_\_ A  
*Enclosure #8*

**X. BOARD INFORMATION & REPORTS**

- A. Superintendent-Principal's Report; *Enclosure #9*
- B. Vice Principal and Categorical Manager Report; *Enclosure #10*
- C. Other Reports (Staff and Students)

**XI. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**

**XII. ADJOURN TO CLOSED SESSION (Read Items Below)**

While the Brown Act creates broad public access rights to the meetings of the Board of Education, it also recognizes the legitimate need to conduct some of its meetings outside of the public eye. Closed session meetings are specifically defined and limited in scope. They primarily involve personnel issues, pending litigation, labor negotiations, and real property matters.

- A. Government Code 54957.6: Labor Negotiations CSEA Chapter 675 – Conference with Labor Negotiator Sunnyside Teachers Association, CSEA Chapter 675, Unrepresented Groups-Confidential Management
- B. Government Code 54597: Public Employee Discipline/Dismissal/Release
- C. Government Code 54956.9 Conference with Legal Counsel – Anticipated Litigation
  - i. Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9 (One Potential Case)

**XIII. ADJOURN TO CLOSED SESSION \_\_\_\_\_ PM**

**XIV. CALL BACK TO ORDER & PLEDGE OF ALLEGIANCE**

**XV. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

**XVI. NEXT SCHEDULED BOARD MEETING**

- A. May 11, 2021 – 6:00 p.m.

**XVII. ADJOURNMENT \_\_\_\_\_ PM**



### **CONSENT CALENDAR**

We interviewed three different candidates for a Short-Term custodial position to help us complete the 2020-21 school year. We are recommending that you approve the hiring of Julian Arroyo. This will be a 5.75 our position. Initially we are going to go with a 2:00 – 7:45 schedule. This will help our current 1.5 FTE get more things done with no one on campus.

### **PUBLIC COMMENT**

At the meeting, the Board President should ask for comments regarding the certificated contract proposal from the audience. Board members should **listen to any comments** offered, **thank the speaker(s)** and state that all comments will be **taken under consideration** as negotiations begin. Copies of the District's and SFA's proposals should be made available to the public.

### **OLD BUSINESS**

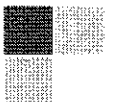
**Review of the initial draft of the 2021-2022 Three Year Local Control Accountability Plan.** We will bring an updated LCAP to you. Jody and Josh have been working on the Annual Updates and I have been working on the Actions and Goals. This year we are using an online template, as recommend by the county, which has allowed us all to work on this simultaneously. Lot of different actions have been proposed but also vague enough to not paint us into a corner. Every Goal and Action should have a measurable metric. Due to the numerous funding sources at this time there may be multi-funded projects with co-mingling of funds. Our goals were to (1) focus on learning and outcomes and (2) leveraging funds to spend in an appropriate manner.

### **REVIEW OF EXPENDITURE GUIDELINES AND PLAN FOR AB 86 – IN PERSON FUNDS**

Source: <https://www.cde.ca.gov/ls/he/hn/covidreliefgrants.asp>

To be eligible for full funding, LEAs must offer in-person instruction, as defined in *Education Code* Section 43520.5, including hybrid models, by April 1, 2021 for specified student groups. IPI Grants will be reduced by one percent for each calendared instructional day that an LEA does not offer in-person instruction for all required groups. IPI Grants will be forfeited if an LEA does not offer in-person instruction for all required groups by May 15, 2021, or if in-person instruction is not offered continuously through the end of the scheduled 2020–21 school year, unless otherwise ordered by a state or local health officer.

IPI Grants may be used for any purpose consistent with providing in-person instruction for any pupil participating in in-person instruction, including, but not limited to, COVID-19 testing, cleaning and disinfection, personal protective equipment, ventilation and other schoolsite upgrades necessary for health and safety, salaries for certificated or classified employees providing in-person instruction or services, and social and mental health support services provided in conjunction with in-person instruction.





**LEA Certification Form (Coming Soon)**

The CDE is required to post the form by May 1, 2021. LEAs are required to submit the form by June 1, 2021

**REVIEW OF EXPENDITURE GUIDELINES AND PLAN FOR AB 86 – EXPANDED LEARNING FUNDS**

To be eligible for funding, LEAs must implement a learning recovery program, that at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to specified student groups, as defined in *Education Code* Section 43522, who have faced adverse learning and social-emotional circumstances.

ELO Grants shall be expended only for any of the following purposes: extending instructional learning time, accelerating progress to close learning gaps, integrated pupil supports, community learning hubs, supports for credit deficient pupils, additional academic services, and training for school staff. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and leverage existing behavioral health partnerships and Medi-Cal billing options, in the design and implementation of services.

**Review of Expenditure Guidelines and Plan for ESSER II and ESSER III Funds**

LEAs can use ESSER funds for any activities authorized by the Elementary and Secondary Education Act of 1965 (ESEA) as amended by the Every Student Succeeds Act of 2000 (ESSA), IDEA, the Adult Education and Family Literacy Act, the Perkins CTE Act, or the McKinney-Vento Homeless Assistance Act. Additional information about the allowable uses of funds can be found on the ESSER Fund Allowable Uses webpage.

In addition to these, LEAs can use funds for the following activities:

- Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies
- Providing principals and others school leaders with the resources necessary to address the needs of their individual schools
- Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population
- Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs
- Planning for and coordinating on long-term closures (including on meeting IDEA requirements, how to provide online learning, and how to provide meals to students)
- Staff training and professional development on sanitation and minimizing the spread of infectious disease





- Purchasing supplies to sanitize and clean the facilities of LEA, including buildings operated by the LEA
- Purchasing educational technology (hardware, software, and connectivity) for students, that aids in the regular and substantive educational interaction between students and their classroom instructors, including low-income students and students with disabilities, which may include assistive or adaptive technology
- Mental health services and supports
- Summer learning and supplemental after-school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care
- Discretionary funds for school principals to address the needs of their individual schools
- Other activities that are necessary to maintain the operation and continuity of services in LEAs and to continuing the employment of their existing staff

#### **REVIEW OF CAPITAL PROJECT REQUEST APPROVALS**

For any project in using State (AB86) or Federal (ESSER) funds that are in excess of \$5,000 and involve items outside of people, you have to submit a request for approval for such projects. Please see Enclosure #3 to see the projects that we submitted.

#### **UPDATE ON THE SCHOOL FACILITY BOND**

- a. Hopefully you have had a chance to contact some of your acquaintances or at least thought of some folks who might want to sit on the Bond Oversight Committee. The projects are beginning to take on steam and we will need to get some folks in place as soon as possible.
- b. Please see Enclosure #4 outlining the project materials that Joey Camara, from Garland, has put together for the district to purchase directly. This eliminates contractor mark-up when purchasing through the contractor.

#### **REVIEW OF THE FAMILYID PROGRAM TO BE FULLY IMPLEMENTED FOR THE 2021-2022 SCHOOL YEAR.**

- a. Jeannette and I have been working with FamilyID. They are an online company that allows us to have all registrations, permission slips, field trips, etc. to be completed online. This eliminates paperwork, contact to contact (health), and more accurate information. We are currently working on an online permission slip for athletics for this year. We are also looking at using the program for a Summer Learning Series. Without a doubt we are going to roll out the full version next year. We will have online school registration available sometime in July. There will be a learning curve but feel in the long run this program will greatly benefit our staff and students. We will run a demonstration at the meeting. [www.familyid.com](http://www.familyid.com)





### **REVIEW OF SUPERINTENDENT-PRINCIPAL'S EVALUATION FORM**

Please review Enclosure #4 to see if there are any changes to the evaluation form that you would like to see. If not, please begin working on the evaluation so we can wrap up the Superintendent-Principal's Annual Evaluation in a timely manner.

### **DISCUSSION AND DEVELOPING SCHOOL PHILOSOPHY AND VISION FOR SUNNYSIDE LEARNERS**

I believe we are at a time in history that if Sunnyside wants to take the next step in learning, it needs to be now. I believe the culture at our school has grown in a very positive manner over the past ten years or so, but there is still a lot of growth that needs to be made. First, we need to define as a school district what we believe is the best way for students to (a) learn, (b) grow as citizens, (c) how students can sustain learning, (d) become self-sufficient, confident members of society, and (e) what is the best interest of students (curriculum, life skills, etc.).

It is my belief that we need to take a REAL DEEP look at how we think we are educating students. I believe we are doing the students a disservice and preparing them for failure if we believe (a) we should be teaching the students the way we learned, (b) measuring student success based on effort and participation, (c) do not build resiliency in the students, (d) provide a meaningful learning experience (which will take care of most of the above), and (e) include the learners in decision making process of what and how to learn.

This has to be taken seriously. Our archaic school system was not designed to educate students as we have in past 100 years. We are teaching skills that are not applicable to today's society and future living. It is my current belief that to make the final (in our lifetime) push to become the model school, we must first define what a model school is (adult culture, student culture, and values). If we cannot deeply define this our students will not succeed in the future, or we will have very little do with it.

I would like to see the board take an active role in defining what type of school system you want implemented and it should not be based on our location, our cliental or what worked for us. . .

### **RECOMMENDATIONS FOR STAFFING FOR THE 2021-2022 SCHOOL YEAR**

I will make some recommendations for certificated and classified staffing at the meeting. In reality you should also share what you believe are the best placements or changes needed to our staff. We will provide the foundation for a short discussion on what we think we should do with both current and future positions.





**PRELIMINARY REVIEW OF JOB DESCRIPTIONS FOR POSSIBLE NEW POSITIONS FOR THE 2021-2022 SCHOOL YEAR.**

I will bring to the meeting some sample job descriptions for some of the ideas that we will be proposing. This includes, but is not limited to the following:

1. Health Aide
2. Computer Aide/Tech
3. Intern Psychologist
4. District Office Intern
5. Teacher on Special Assignment (TOSA): Reading
6. Math Support Teacher
7. Mentor Team Leader: Stipend
8. ELD Support Aide

These are all positions that we are tinkering around with for the upcoming 2-3 years.

**CONSIDERATION AND APPROVAL OF BID FOR SUMMER 2021 ROOFING PROJECT WITH FRESNO ROOFING IN THE AMOUNT OF \$130,163.00 (BASE BID).**

On Tuesday, April 20, 2021, the district had an official bid opening for the roofing project. Three bids were submitted by reputable companies. The district was able to get a bid that was below what was budgeted for and the company is comfortable in their bid. Please review Enclosure #6 to see the bid amounts of the three companies. I will share more information and answer questions prior to requesting your approval. Luke Smith, consultant is available to attend the meeting. Please let me know in advance if you would like him to Zoom in or meet you all.





Accounts Payable Final Prelist - 4/8/2021 8:55:14AM

\*\*\* FINAL \*\*\*

Batch No 364

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
013549	AT & T	PV-210889	3/24/2021		0306025811		010-00000-0-00000-72000-59000-0-0000	\$19.08		
	AT & T		3/24/2021		0306025811		010-00000-0-00000-27000-59000-0-0000	\$44.54		
								<b>\$63.62</b>		
013718	A T & T MOBILITY - ROC	PV-210890	3/16/2021		287257890202		010-07230-0-00000-36000-59000-0-0000	\$27.78		
								<b>\$27.78</b>		
014006	AMAZON	PV-210887	3/25/2021		A1FP730HYSE660		010-74200-0-11100-10000-43000-0-0000	\$1,242.93		
								<b>\$1,242.93</b>		
013679	APPLE INC.	PV-210888	4/2/2021	210042	AE39250440		010-75100-0-11100-10000-44000-0-0000	\$2,603.53		
								<b>\$2,603.53</b>		
013942	CA dept of Tax and Fee Adm/n	PV-210891	3/11/2021		057-415175		010-00000-0-00000-72000-58000-0-0000	\$56.73		
								<b>\$56.73</b>		
012088	CULLIGAN	PV-210892	3/31/2021		66977		010-00000-0-00000-81000-43000-0-0000	\$231.60		
								<b>\$231.60</b>		
014036	DOCUMENT TRACKING SERVICE	PV-210893	3/26/2021		9326701		010-74200-0-11100-10000-58000-0-0000	\$395.00		
								<b>\$395.00</b>		
013574	FLYERS ENERGY, LLC	PV-210894	3/31/2021		CFS-2570450		010-07230-0-00000-36000-43000-0-0000	\$254.61		
								<b>\$254.61</b>		
013797	FRESNO MOBILE RADIO INC.	PV-210895	3/31/2021		41-84955		010-07230-0-00000-36000-59000-0-0000	\$152.00		
								<b>\$152.00</b>		

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013795	FRONTIER COMMUNICATIONS	PV-210896	3/19/2021		5595682277		010-00000-0-00000-81000-59000-0-0000	\$152.00		
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013795	FRONTIER COMMUNICATIONS	PV-210897	4/1/2021		5595681741		010-00000-0-00000-81000-59000-0-0000	\$65.01		
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012895	FRUIT GROWERS SUPPLY CO.	PV-210898	3/26/2021		92216280		010-00000-0-00000-81000-43000-0-0000	\$75.20		
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013463	GUNDERMAN, JODY	PV-210899	3/31/2021		JF-MAR21		010-00000-0-11100-10000-43000-0-0000	\$75.20		
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013463	GUNDERMAN, JODY	PV-210900	3/19/2021		JF-MAR21		010-00000-0-11100-10000-43000-0-0000	\$69.00		
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013934	JOSE ALCANTAR	PV-210886	3/8/2021		JA-MAR21		010-00000-0-00000-72000-58000-0-0000	\$15.19		
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013685	MATA, DIANA	PV-210901	3/31/2021		DM-MAR21		010-90271-0-81000-59000-43000-0-1822	\$84.19		
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013742	MID VALLEY DISPOSAL	PV-210902	3/31/2021		2040653		010-00000-0-00000-81000-55000-0-0000	\$26.45		
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013711	MISSION LINEN SUPPLY	PV-210904	3/31/2021		261597		010-00000-0-00000-37000-58000-0-0000	\$786.67		
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013711	MISSION LINEN SUPPLY	3/31/2021			261597		010-00000-0-00000-81000-58000-0-0000	\$187.05		
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							<b>Total Check Amount:</b>	<b>\$187.05</b>		
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							<b>Total Check Amount:</b>	<b>\$160.68</b>		
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							<b>Total Check Amount:</b>	<b>\$123.72</b>		
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							<b>Total Check Amount:</b>	<b>\$786.67</b>		
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							<b>Total Check Amount:</b>	<b>\$26.45</b>		
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013711	MISSION LINEN SUPPLY	PV-210903	3/31/2021		280032			\$153.92			
							Total Check Amount:	\$284.40			

013958	NUTRIEN AG SOLUTIONS, INC	PV-210905	3/29/2021		44569922			\$143.01			
							Total Check Amount:	\$153.92			

012047	PTNEY BOWES	PV-210906	3/26/2021		3104655141			\$187.95			
							Total Check Amount:	\$187.95			

014030	R & L Crow Distributing	PV-210907	3/18/2021		DAIRY			\$675.30			
							Total Check Amount:	\$675.30			

012831	SISC III	PV-210908	4/1/2021		72181			\$4463.70			
							Total Check Amount:	\$675.30			

012867	SMART & FINAL STORES CORP.	PV-210909	4/1/2021		387572			\$21.53			
							Total Check Amount:	\$352.00			

005383	SOUTHERN CALIF EDISON CO	PV-210910	3/31/2021		2014706030			\$3,329.22			
							Total Check Amount:	\$178.91			

013392	SOUTHWEST SCHOOL & OFFICE	PV-210911	3/18/2021		PINW07/93595			\$49.50			
							Total Check Amount:	\$3,508.13			

012867	SMART & FINAL STORES CORP.	PV-210909	4/1/2021		387572			\$21.53			
							Total Check Amount:	\$330.47			

012867	SMART & FINAL STORES CORP.	PV-210909	4/1/2021		387572			\$21.53			
							Total Check Amount:	\$330.47			

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Total Check Amount: \$49,50

012637	STRATHMORE PUBLIC	PV-210912	3/31/2021		10017P-00		130-53100-0-00000-81000-55000-0-0000	\$18.57		
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	STRATHMORE PUBLIC		3/31/2021		10017P-00		010-00000-0-00000-81000-55000-0-0000	\$345.58		
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Total Check Amount: \$364.15

014022	SMW, Inc	PV-210913	3/24/2021		210041 IVT18780		010-74200-0-11100-10000-44000-0-0000	\$1,851.15		
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SWIVL CX3

Total Check Amount: \$1,851.15

012474	SYSO FOOD SERVICES OF MODESTO	PV-210914	3/25/2021		809889		130-53100-0-00000-37000-47000-0-0000	\$1,728.10		
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CAFETERIA FOOD AND SUPPLIES

	SYSO FOOD SERVICES OF MODESTO		3/25/2021		809889		130-53100-0-00000-37000-43000-0-0000	\$51.20		
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Total Check Amount: \$1,779.30

005388	THE GAS COMPANY	PV-210915	3/31/2021		17621639008		130-53100-0-00000-81000-55000-0-0000	\$71.29		
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UTILITIES AND REPAIRS

	THE GAS COMPANY		3/31/2021		17621639008		010-00000-0-00000-81000-56000-0-0000	\$243.64		
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	THE GAS COMPANY		3/31/2021		17621639008		010-00000-0-00000-81000-55000-0-0000	\$1,326.68		
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Total Check Amount: \$1,641.61

013221	VALLEY FOOD SERVICE	PV-210916	3/19/2021		396512/396511		130-53100-0-00000-37000-47000-0-0000	\$1,506.10		
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CAFETERIA FOOD

Total Check Amount: \$1,506.10

Accounts Payable Final Prelist - 4/8/2021 8:55:14AM

\*\*\* FINAL \*\*\*

Batch No 364

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
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Total District Payment Amount: \$84,664.54

Accounts Payable Final Prelist - 4/8/2021 8:55:14AM

\*\*\* FINAL \*\*\*

Batch No 364

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit
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Batch No 364

Total Accounts Payable:

\$84,664.54

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 84,664.54 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Authorizing Signature *Anna Park* Date 4/8/2021

Fund Summary	Total
010	\$80,049.44
120	\$153.92
130	\$4,461.18
Total	\$84,664.54

Accounts Payable Final Prelist - 4/15/2021 11:07:12AM

\*\*\* FINAL \*\*\*  
Batch No 365  
Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013371	A.C.S.A.	PV-210917	4/1/2021		111900		010-00000-0-00000-72000-53000-0-0000	\$188.50		
	A.C.S.A.		4/1/2021		111900		010-00000-0-00000-71500-53000-0-0000	\$111.24		
								<b>\$299.74</b>		
013744	ALVAREZ, NORMA	PV-210918	3/20/2021		NA-MAR21		120-61050-0-00010-10000-43000-0-0000	\$33.31		
							PRE-SCHOOL SUPPLIES			
								<b>\$33.31</b>		
012494	A-Z BUS SALES INC	PV-210920	4/7/2021		02P480519		010-07230-0-00000-36000-43000-0-0000	\$285.13		
							BUS PARTS			
								<b>\$285.13</b>		
013610	CALIFORNIA DEPARTMENT OF ED	PV-210919	4/8/2021		21 SF-37985		130-53100-0-00000-37000-58000-0-0000	\$153.90		
							COMMODITIES			
								<b>\$153.90</b>		
013901	DOUGLAS RAY HOSFELDT	PV-210941	4/7/2021		30682/31306/31298		010-32150-0-11100-10000-43000-0-0000	\$407.92		
							FRONT GATES			
								<b>\$407.92</b>		
011762	E.M. THARP INC.	PV-210921	4/7/2021		01P14706		010-07230-0-00000-36000-43000-0-0000	\$26.94		
							BUS PARTS			
								<b>\$26.94</b>		
013522	LOWES	PV-210923	4/2/2021		98005439769		010-32150-0-11100-10000-43000-0-0000	\$3,207.97		
	LOWES		4/2/2021		98005439769		010-81500-0-00000-81100-43000-0-0000	\$87.62		
	LOWES		4/2/2021		98005439769		010-00000-0-00000-81000-43000-0-0000	\$163.30		
								<b>\$3,458.89</b>		
013953	MARLA JIMENEZ	PV-210922	4/6/2021		210020 MJ-APR21		010-11000-0-11100-10000-43000-0-0000	\$72.87		
							CLASS SUPPLIES			
								<b>\$72.87</b>		
								<b>\$72.87</b>		

\*\*\* FINAL \*\*\*  
 Batch No 365  
 Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013377	MEDICAL BILLING TECHNOLOGIES	PV-210924	3/22/2021		AR-32608		010-00008-0-00000-31400-58000-0-0000	\$26.40		
							MEDI-CAL BILLING SERVICES			
							<b>Total Check Amount:</b>	<b>\$26.40</b>		
011922	PORTERVILLE RECORDER	PV-210925	4/6/2021		924194		010-00000-0-00000-71500-58000-0-0000	\$408.65		
							PUBLIC NOTICE			
							<b>Total Check Amount:</b>	<b>\$408.65</b>		
014030	R & L Crow Distributing	PV-210927	4/1/2021		01/01, 04/08		130-53100-0-00000-37000-47000-0-0000	\$1,441.44		
							DAIRY PRODUCTS			
							<b>Total Check Amount:</b>	<b>\$1,441.44</b>		
013392	SOUTHWEST SCHOOL & OFFICE	PV-210928	4/6/2021		PINNV0799793		010-00000-0-00000-81000-43000-0-0000	\$686.97		
							OPERATIONS SUPPLIES			
							010-32150-0-11100-10000-43000-0-0000	\$1,004.77		
							SCHOOL SUPPLIES			
							010-11000-0-11100-10000-43000-0-0000	\$2.47		
							CLASSROOM SUPPLIES			
							<b>Total Check Amount:</b>	<b>\$2.47</b>		
							010-00000-0-00000-72000-43000-0-0000	\$2.97		
							OFFICE SUPPLIES			
							010-11000-0-11100-10000-43000-0-0000	\$38.19		
							CLASSROOM SUPPLIES			
							010-00000-0-00000-72000-43000-0-0000	\$19.16		
							OFFICE SUPPLIES			
							010-32150-0-11100-10000-43000-0-0000	\$477.76		
							SCHOOL SUPPLIES			
							<b>Total Check Amount:</b>	<b>\$2,232.29</b>		
012474	SYSCO FOOD SERVICES OF MODESTO	PV-210935	4/8/2021		284728706		130-53100-0-00000-37000-47000-0-0000	\$475.29		
							CAFETERIA FOOD			
							<b>Total Check Amount:</b>	<b>\$475.29</b>		
013911	Taylor Brothers, Inc DBA Res C	PV-210926	4/1/2021		1918015		010-00000-0-00000-81000-58000-0-0000	\$71.18		
							SPRAY SERVICE			
							130-53100-0-00000-37000-58000-0-0000	\$3.82		
							<b>Total Check Amount:</b>	<b>\$3.82</b>		



Accounts Payable Final PreList - 4/15/2021 11:07:12AM

\*\*\* FINAL \*\*\*  
Batch No 365  
Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013994	T-MOBILE	PV-210936	4/1/2021		99874376		010-32100-0-11100-10000-58000-0-0000	\$1,960.00		
							HOT SPOTS			
								<b>Total Check Amount:</b>		
								\$75.00		
013654	TOSHIBA FINANCIAL SERVICES	PV-210937	4/2/2021		440032514		010-11000-0-11100-10000-56000-0-0000	\$1,124.89		
							MAINTENANCE CONTRACT			
								<b>Total Check Amount:</b>		
								\$1,960.00		
013111	TULARE CO. OFFICE OF EDUCATION	PV-210938	3/25/2021		211534		010-00000-0-11100-10000-58000-0-0000	\$40.00		
							MATH BOWL			
								<b>Total Check Amount:</b>		
								\$40.00		
013221	VALLEY FOOD SERVICE	PV-210939	4/9/2021		397108/397076/397338		130-53100-0-00000-37000-43000-0-0000	\$45.45		
							CAFETERIA FOOD AND SUPPLIES			
							130-53100-0-00000-37000-47000-0-0000	\$2,221.44		
								<b>Total Check Amount:</b>		
								\$2,266.89		
006227	WEISENBERGERS ACE HARDWARE	PV-210940	3/31/2021		58867		010-32150-0-11100-10000-43000-0-0000	\$158.34		
							MAINTENANCE SUPPLIES			
								<b>Total Check Amount:</b>		
								\$158.34		
014034	XEROX FINANCIAL SERVICES	PV-210942	3/5/2021		2518906		010-11000-0-11100-10000-58000-0-0000	\$644.51		
							LEASE PAYMENT			
							010-11000-0-11100-10000-58000-0-0000	\$1,154.33		
								<b>Total Check Amount:</b>		
								\$1,798.84		

Accounts Payable Final Prelist - 4/15/2021 11:07:12AM

\*\*\* FINAL \*\*\*  
Batch No 365

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag
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Total District Payment Amount: \$16,746.73

Accounts Payable Final Prelist - 4/15/2021 11:07:12AM

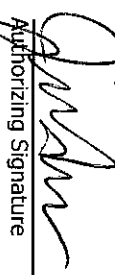
\*\*\* FINAL \*\*\*

Batch No 365

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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Batch No 365 Total Accounts Payable: \$16,746.73

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 16,746.73 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

  
 Authorizing Signature 4/15/21  
 Date

Fund Summary	Total
010	\$12,372.08
120	\$33.31
130	\$4,341.34
Total	\$16,746.73

ATTENTION: Steve Tsuboi, Superintendent/Principal

AGENCY AGREEMENT BETWEEN  
**TULARE COUNTY SUPERINTENDENT OF SCHOOLS**  
 AND  
**SUNNYSIDE UNION SCHOOL DISTRICT**  
 FOR 2021-2022  
**ERS LIBRARY MEDIA SERVICES**

TCOE OFFICE USE	
<input checked="" type="checkbox"/>	Supt. receiving funds
<input type="checkbox"/>	Supt. expending funds
Vendor #	
Req. #	
PO #	

This agreement is entered into between Tulare County Superintendent of Schools, referred to as SUPERINTENDENT, and **Sunnyside Union School District**, referred to as DISTRICT/SCHOOL. SUPERINTENDENT supports disseminating successful practices to improve student achievement, including library instructional media resources and services. Therefore, DISTRICT/SCHOOL and SUPERINTENDENT mutually agree to the provisions described below.

1. **TERM.** This agreement shall be effective **July 1, 2021 - June 30, 2022.**
2. **FEE.** The fee shall be **\$3,036.25**
  - a. The fee is based on the Average Daily Attendance (ADA) **347** x \$8.75. The minimum agreement for a single school site with an ADA  $\leq$  86 is \$750.00.
  - b. The agreement fee is due upon receipt of invoice and no later than February 2022. Tulare County public DISTRICTS/SCHOOLS authorize transfer to the County School Service Fund from DISTRICT/SCHOOL Instructional Funds. DISTRICT/SCHOOL will be contacted annually to renew access to services.
  - c. The following sites are covered by this agreement: **Sunnyside Union School (K-8).**
3. **SERVICES.**
  - a. SUPERINTENDENT agrees to:
    - i. Provide online access to the Educational Resource Services Multimedia Portal. Digital resources, with correlations to the California Standards, include licensed video streaming, research and reference sources for students, eBooks (many with audio and/or visual enhancement), curriculum builder and differentiation tools.
      - (1) SUPERINTENDENT will provide each teacher and administrator with a username and password to the ERS Portal for access to online subscription content and to reserve materials. Each school will be provided with a generic student login, allowing students access to resources at school and at home; parents have access to the ERS Portal via their student's login. Login credentials are site/program specific and should only be shared with staff and students at the sites listed in this contract.
      - (2) Annual on-site ERS Portal Presentations, digital citizenship, and information literacy training are available for DISTRICT/SCHOOL staff upon request.
    - ii. Provide circulating access to educational resource materials including print media, STEM kits, robotics, primary document reproductions, art prints, realia, and DVDs.
      - (1) Print media includes core and extended literature in English and Spanish, fiction, informational text, Big Books, and professional development titles.
      - (2) Small group and classroom book/multimedia kits are available, with the option of requesting a customized book/multimedia bundle.
      - (3) In-person access to media at the ERS Library and Multimedia Center is available year-round: Monday - Friday, 8:00am - 5:00pm (closed TCOE observed holidays).
      - (4) SUPERINTENDENT staff will deliver and pick up circulating materials when materials have been reserved or a pickup has been requested.
        - (a) DISTRICT/SCHOOL staff will reserve materials online, by phone, or in person prior to the scheduled delivery day.
        - (b) DISTRICT/SCHOOL staff will renew their checkouts or return circulating items to a centralized location and submit a pickup request by the due date.
    - iii. Provide the services of the ERS Library Media Supervisor, a credentialed librarian and holder of the Library Media Teacher Services Credential, as "Librarian of Record" for any DISTRICT/SCHOOL that does not

employ a credentialed librarian. Ed Code 44868 allows a DISTRICT/SCHOOL to employ non-credentialed personnel to assist in the provision of school library services, however these individuals do not supersede the Ed Code requirement that a credentialed librarian provide oversight of school library services. This agreement further fulfills the DISTRICT/SCHOOL's obligation under Education Code, sections 18100 and 18120. A DISTRICT/SCHOOL is in compliance with the law when it contracts for library services with SUPERINTENDENT for the services of a credentialed librarian.

- iv. Provide consultant services relative to the development of library programs, including library facility planning and training of library personnel in provision of library services. These include the use of digital resources, library management software training, and collection development.
    - (1) DISTRICT/SCHOOL will be invited to send library personnel from each contracting site to participate in the ERS Library & Multimedia Center's bi-monthly Library Multimedia Network meetings dedicated to developing Future Ready school library programs, exploring new technologies, and discovering how to promote and use the ERS Portal digital resources.
  - v. Provide technology consultation supporting DISTRICT/SCHOOL needs.
    - (1) A maximum of one, free, on-site technology support day per contracting site (see Section 2c) may be used for training DISTRICT/SCHOOL personnel, for technology-focused professional development on a variety of technology tools (e.g. G Suite, Microsoft Office Applications, Robotics/Coding Applications, etc.), and/or for consulting with DISTRICT/SCHOOL administration to assist with planning technology implementation by our Instructional Technology Specialists. As an alternative to the on-site technology day, the ERS Library is offering Tech Tools learning sessions via Zoom at no charge throughout the 2021-2022 school year. These sessions are led by our Educational Technology Specialists. Contracting site staff are welcome to attend as many sessions as their schedule allows.
  - vi. The Library and Multimedia Center's Teacher Resource Center (TRC) is open extended hours beyond the classroom day to accommodate teaching schedules. Contracting DISTRICT/SCHOOL staff may bring their own supplies and use TRC equipment. Equipment includes color and B&W photocopiers, a poster printer, 27" and 42" laminators, 1.25" and 3" button makers, as well as Ellison and AccuCut die-cut shapes. Contracting sites pay a reduced fee for copying, printing, laminating, and button making.
    - (1) The TRC sells pre-designed posters and ready-to-go packs of classroom support materials.
    - (2) The TRC can print posters designed by teachers or the TRC staff can design posters and other materials to teacher specifications (at an additional fee for SUPERINTENDENT staff time).
    - (3) TRC-made materials including posters, ready-to-go packs, and other classroom support materials can be delivered after completion on the next scheduled delivery day or by mail (postal shipping fee will apply).
- b. DISTRICT/SCHOOL agrees to:
- i. Respond to SUPERINTENDENT'S email request to update the previous year's DISTRICT/SCHOOL staff list within a month of the start of the school year, for ERS Portal username and password assignments. Initial email will be sent by Sara Torabi; return all changes and updates to [sara.torabi@tcoe.org](mailto:sara.torabi@tcoe.org). If you have additional questions about submission or format, please call 559-651-3031.
  - ii. Reimburse SUPERINTENDENT for the replacement value of any item lost, destroyed, or stolen; and pay for repair costs for items damaged while in its possession.
  - iii. Understand and acknowledge that copying of any materials owned or licensed by SUPERINTENDENT under this agreement is prohibited by federal copyright laws. This includes, but is not limited to, videotaping, audio taping, and photocopying.
  - iv. Contact Debra Lockwood, Library Media Supervisor, if there are any questions or concerns about the terms of this agreement at 559-651-3042 or [debra.lockwood@tcoe.org](mailto:debra.lockwood@tcoe.org).

**4. INDEMNIFICATION.** SUPERINTENDENT and DISTRICT/SCHOOL shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses

**ATTENTION: Steve Tsuboi, Superintendent/Principal**

of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or DISTRICT/SCHOOL or their agents, officers and employees under this agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this agreement as to any acts or omissions occurring under this agreement or any extension of this agreement.

- 5. **CANCELLATION OF AGREEMENT.** This agreement may be cancelled by SUPERINTENDENT and DISTRICT/SCHOOL if any of the conditions of this agreement are not completed.
- 6. **SPECIAL PROVISIONS.** SUPERINTENDENT shall comply with all laws, rules, and regulations applicable to such work.
  - a. SUPERINTENDENT acknowledges that the services provided by its employees may involve limited contact with students and, as such, each member of the team will have background checks pursuant to the Education Code.
  - b. The Agreement may be amended by the mutual written consent of the parties hereto.

**THE PARTIES,** having read and considered the above provisions, indicate their agreement by their authorized signatures below.

DISTRICT/SCHOOL

Steve Tsuboi, Superintendent/Principal  
Sunnyside Union School District  
21644 Avenue 196  
Strathmore, CA 93267  
stsuboi@sunnysideunion.com

SUPERINTENDENT

Tim A. Hire, County Superintendent of Schools  
Tulare County Office of Education  
P.O. Box 5091  
Visalia, CA 93278-5091

By Steve Tsuboi  
Date 4/14/21

By [Signature]  
Date 4/16/21

**If this agreement meets with your approval, please sign above, and send one (1) copy via USPS to:**  
Tulare County Office of Education  
P.O. Box 5091  
Visalia, CA 93278-5091

**The second copy is for your district's records.**

TCOE Contact: Debra Lockwood, 559-651-3042  
FORM REVISED 3/3/2021

Budget: 010-00242-0-0-242000-86890-0-0-0 100%

ENCLOSURE #3

California Department of Education

**Coronavirus Aid, Relief, and Economic Security (CARES) Act and  
Coronavirus Response and Relief Supplemental Appropriations (CRRSA)  
Act Equipment and Capital Expenditures Approval Application**

The federal requirements found in the CARES Act require that the Elementary and Secondary School Emergency Relief (ESSER) Fund and the Governor's Emergency Education Relief (GEER) Fund be subject to the Uniform Grants Guidance. Additionally, the federal requirements found in the CRRSA Act require that the Elementary and Secondary School Emergency Relief (ESSER 11) Fund are also subject to the Uniform Grants Guidance. Those regulations contain a requirement that capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval as found in 2 CFR 200.439 (<https://www.law.com/elledu/cfr/text/2/200,439>).

The submission of this request provides assurance that the authorized use of funds criteria, for ESSER Funds (<https://www.cde.ca.gov/g/cr/esser.asp>), GEER Funds (<https://www.cde.ca.gov/fg/cr/learningloss.asp>), and/or ESSER II Funds (<https://www.cde.ca.gov/fg/cr/crrsa.asp>) have been met.

By submitting this form, you are agreeing to review and will follow all local, state, and federal level policies when making a purchase with federal funds. You may be required to obtain additional information if the purchase exceeds certain dollar amount thresholds, in accordance with Title 2, Code of Federal Regulations (2 CFR), sections 200.317-326 and California Public Contracts Code sections 20110-20118.4.

Please include a quote of the item to be purchased, and, if applicable, documentation demonstrating why this option is the most cost effective, and email this document to the Federal Stimulus Team at [EDReliefFunds@cde.ca.gov](mailto:EDReliefFunds@cde.ca.gov). Please include in the email subject "Equipment and Capital Expenditures Approval – (name of your local educational agency)".

Date of Request: April 16, 2021

Name of Primary Contact: Steve Tsuboi

Title: Superintendent-Principal

Email Address: [stsuboi@sunnysideunion.com](mailto:stsuboi@sunnysideunion.com)

Phone Number: 559 – 568 – 1741 x. 208

District Name: Sunnyside Union School District  
School Name: Sunnyside Elementary  
County/District Code: 54 – 72181  
Short Title of Project Name: School Bus Addition (1 unit)  
Funding Source: ESSER ROUND 3  
Estimated Total Cost of Project: \$168,470  
Amount of Funds to be Used: \$168,470

Please describe the items that will be purchased with the funds:

The district intends to purchase at a minimum a 72-84 passenger bus to ADD to the fleet.

Please describe how the purchases fit-in with the allowable uses of funds for either ESSER, GEER, and/or ESSER II:

Purchasing an additional bus to add to its current fleet will allow the district to minimize the number of students on a bus, for any given route. This is essential during the continued COVID 19 Pandemic. Transporting students in a safe manner in our rural community is of utmost importance. It also provides a better working environment for our drivers who provide multi routes per day.

Please describe how this purchase is reasonable, necessary, and allowable in accordance with Cost Principles found in 2 CFR 200.420-475:

Purchasing an additional bus to add to the fleet (no trade in planned), will allow for **increased social distancing** (through decreased student loads) on our all rural bus routes. Due to COVID 19 the district is looking to expand the fleet to provide a safer environment for its learners.

**Reasonable:** For the **safety** of its students the district intends to purchase an additional bus. It also allows for greater **flexibility** if one of the current buses were to go down for any surprise mechanical issues. The bus could also be used during summer activities (Summer Learning Series – Trips, Etc.). Sunnyside is in Central California where summer temperatures can be in **excess of 100 degrees** multiple times per week and throughout the summer. This bus would have air conditioning, where opening numerous windows in **excessive heat** would be detrimental to **student and staff health**. The district will work with an appropriate vendor to ensure that funds are spent **prudently**.

**Necessary:** A new school bus will allow both drivers and students to feel more comfortable, especially during the COVID 19 Pandemic. The need to transport students is a high priority for our rural, agriculturally related community.

**Allowable:** The purchase of a school bus for student transportation, is not specifically disallowed. The district will follow all rules and regulations applicable to the use of funds.

Signature of Superintendent or Charter School Representative

Date



## Attachments

- Quote from Creative Bus Sales
  - Will seek other quotes and make a purchase decision based on value and driver review

**California Department of Education**  
**Coronavirus Aid, Relief, and Economic Security (CARES) Act and**  
**Coronavirus Response and Relief Supplemental Appropriations (CRRSA)**  
**Act Equipment and Capital Expenditures Approval Application**

The federal requirements found in the CARES Act require that the Elementary and Secondary School Emergency Relief (ESSER) Fund and the Governor's Emergency Education Relief (GEER) Fund be subject to the Uniform Grants Guidance. Additionally, the federal requirements found in the CRRSA Act require that the Elementary and Secondary School Emergency Relief (ESSER 11) Fund are also subject to the Uniform Grants Guidance. Those regulations contain a requirement that capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval as found in 2 CFR 200.439 (<https://www.law.com/ell.edu/cfr/text/2/200.439>).

The submission of this request provides assurance that the authorized use of funds criteria, for ESSER Funds (<https://www.cde.ca.gov/g/cr/esser.asp>), GEER Funds (<https://www.cde.ca.gov/fg/cr/learningloss.asp>), and/or ESSER II Funds (<https://www.cde.ca.gov/fg/cr/crrsa.asp>) have been met.

By submitting this form, you are agreeing to review and will follow all local, state, and federal level policies when making a purchase with federal funds. You may be required to obtain additional information if the purchase exceeds certain dollar amount thresholds, in accordance with Title 2, Code of Federal Regulations (2 CFR), sections 200.317-326 and California Public Contracts Code sections 20110-20118.4.

Please include a quote of the item to be purchased, and, if applicable, documentation demonstrating why this option is the most cost effective, and email this document to the Federal Stimulus Team at [EDReliefFunds@cde.ca.gov](mailto:EDReliefFunds@cde.ca.gov). Please include in the email subject "Equipment and Capital Expenditures Approval – (name of your local educational agency)".

Date of Request: April 16, 2021

Name of Primary Contact: Steve Tsuboi

Title: Superintendent-Principal

Email Address: stsuboi@sunnysideunion.com

Phone Number: 559 – 568 – 1741 x. 208

District Name: Sunnyside Union School District  
 School Name: Sunnyside Elementary  
 County/District Code: 54 – 72181  
 Short Title of Project Name: Outdoor Learning: Demolition & Portable Stage  
 Source: ESSER  
 Estimated Total Cost of Project: \$87,034  
 Amount of Funds to be Used: \$87,034

Please describe the items that will be purchased with the funds:

1. Demolition of Current Dated Multi-Level Concrete Stage that has served as a learning area both academically and socially
2. Replace Stage with Flat Concrete Surface
3. Purchase a 20 x 40 Portable Stage

Please describe how the purchases fit-in with the allowable uses of funds for either ESSER, GEER, and/or ESSER II:

1. To conduct outdoor **open air** events, learning and a secondary outdoor **open air** eating area.
2. To have a stage that could be used around campus for outdoor activities and celebrations (**social emotional**)
3. To allow for greater **social distancing** than indoor classroom and meet all **ADA** Compliance

Please describe how this purchase is reasonable, necessary, an allowable in accordance with Cost Principles found in 2 CFR 200.420-475.

The demolition of our current dilapidated stage, which current has limited educational use, will allow for an open area to allow for increased outdoor learning. This open air setting can be used by ALL students, (PS-8). In addition, the portable stage will be usable in other areas around campus, the configuration will allow the stage to be separated for events allowing for increased social distancing. The current concrete stage would be removed and replaced with a flat open surface. The area could also be a secondary area for student lunch and breakfast and also an open area for outdoor learning.

**Reasonable:** The Portable Stage Project is significantly more reasonable than replacing the current stage. This is due to the increased costs of labor (prevailing wage) to rebuild a similar multi-use area. The flexibility to hold student events in multiple areas is also of benefit.

**Necessary:** The Portable Stage Project will allow the district to maintain many of the historically important events. Opening up the area where large crowds gather (carnivals, graduations, etc.) is essential. The portable stage also allows the district flexibility to move events to other areas of campus to provide increased space for students, staff and community.

**Allowable:** An open air, increased space project to assist with minimizing COVID 19, is not specifically disallowed. The district will follow all rules and regulations applicable to the use of funds.

Signature of Superintendent or Charter School Representative

Date

#### Attachments

- Quote from the Stage Depot, including ADA Compliant Ramp
- Quote from Vollmer's Excavation – Demolition/Prep

#### Not Attached

- Quote for Replacing Existing Multi-Tiered Stage with Concrete Foundation

California Department of Education

**Coronavirus Aid, Relief, and Economic Security (CARES) Act and  
Coronavirus Response and Relief Supplemental Appropriations (CRRSA)  
Act Equipment and Capital Expenditures Approval Application**

The federal requirements found in the CARES Act require that the Elementary and Secondary School Emergency Relief (ESSER) Fund and the Governor's Emergency Education Relief (GEER) Fund be subject to the Uniform Grants Guidance. Additionally, the federal requirements found in the CRRSA Act require that the Elementary and Secondary School Emergency Relief (ESSER 11) Fund are also subject to the Uniform Grants Guidance. Those regulations contain a requirement that capital expenditures for special purpose equipment are allowable as direct costs; provided that items with a unit cost of \$5,000 or more have the prior written approval as found in 2 CFR 200.439 ([https://www.law.com/elledu/cfr/text/2/200\\_439](https://www.law.com/elledu/cfr/text/2/200_439)).

The submission of this request provides assurance that the authorized use of funds criteria, for ESSER Funds (<https://www.cde.ca.gov/g/cr/esser.asp>), GEER Funds (<https://www.cde.ca.gov/fg/cr/learningloss.asp>), and/or ESSER II Funds (<https://www.cde.ca.gov/fg/cr/crrsa.asp>) have been met.

By submitting this form, you are agreeing to review and will follow all local, state, and federal level policies when making a purchase with federal funds. You may be required to obtain additional information if the purchase exceeds certain dollar amount thresholds, in accordance with Title 2, Code of Federal Regulations (2 CFR), sections 200.317-326 and California Public Contracts Code sections 20110-20118.4.

Please include a quote of the item to be purchased, and, if applicable, documentation demonstrating why this option is the most cost effective, and email this document to the Federal Stimulus Team at [EDReliefFunds@cde.ca.gov](mailto:EDReliefFunds@cde.ca.gov). Please include in the email subject "Equipment and Capital Expenditures Approval – (name of your local educational agency)".

Date of Request: April 16, 2021

Name of Primary Contact: Steve Tsuboi

Title: Superintendent-Principal

Email Address: [stsuboi@sunnysideunion.com](mailto:stsuboi@sunnysideunion.com)

Phone Number: 559 – 568 – 1741 x. 208

District Name: Sunnyside Union School District  
School Name: Sunnyside Elementary  
County/District Code: 54 – 72181  
Short Title of Project Name: Outdoor Covered Area for Learning and Food Services  
Funding Source: ESSER II, ESSER III, and Measure O Bond Funds  
Estimated Total Cost of Project: \$300,000  
Amount of Funds to be Used: \$175,000

Please describe the items that will be purchased with the funds:

The district intends to purchase 50% of the cost of an outdoor (DSA) approved shade structure with concrete foundation to allow students to eat outside. The multi-purpose structure would also be used for learning opportunities and events. The project would be located in the junior high "quad" with priority given to sixth-eighth grade students, but accessible by ALL students.

Please describe how the purchases fit-in with the allowable uses of funds for either ESSER, GEER, and/or ESSER II:

1. To conduct outdoor **open air** events, learning and outdoor **open air** eating area.
2. To provide a learning area that can be used for individual classes, small and large groups.
3. To allow for events such as assemblies, guest speakers outdoors and not in an enclosed space (i.e. Auditorium). Use for extended learning for project based curriculum

Please describe how this purchase is reasonable, necessary, and allowable in accordance with Cost Principles

Providing an outdoor area that provides fresh open air for ALL students, staff and community will assist in mitigating the COVID 19 virus and other airborne illnesses. Increased social distancing for groups of any size will be available. The structure would also be within the WIFI zone on our campus. The facility could also allow for more outdoor eating (breakfast, lunch, events) than our enclosed cafeteria currently allows. Learners would be in an open air environment alleviating possible anxiety emotional issues for those who find it challenging to be indoors. **Reasonable:** For the **safety** of its students the district intends to purchase build and outdoor shade structure that would allow for large group gatherings (multiple classes) while still providing safe social distancing. It allows for greater flexibility for instruction, food services and events that involve larger group sizes. It would allow more choice. It would benefit student learning, including those students who have fallen further behind to close the gap. It would be WIFI accessible leading to more learning **Necessary:** With over 400 people on campus at any given time, the district is not currently structured to handle large group presentations/learning opportunities (small audi. from the 1940s & cafeteria from the 70s) are the only indoor gathering facilities other than classrooms. With multiple food service times, multiple events, and a diverse grade span (Pre-S – Eighth Grade) occurring throughout the day it would provide an excellent venue to ALL students. During inclement weather, student currently have to gather in the small spaces (Auditorium, Cafeteria, Classes). This creates sanitation and hygiene issues. **Allowable:** The purchase of an outdoor shade facility, is not specifically disallowed. The district will follow all rules and regulations applicable to the use of funds.

Signature of Superintendent or Charter School Representative

Date

\_\_\_\_\_

\_\_\_\_\_

## Attachments

- Quote from Another District in County from 2018 for Structures – ESTIMATE for US
- Notice to Proceed from Another District in County – ESTIMATE for US
- Email from Consultant Outlining Additional Costs

**California Department of Education**  
**Coronavirus Aid, Relief, and Economic Security (CARES) Act and**  
**Coronavirus Response and Relief Supplemental Appropriations (CRRSA)**  
**Act Equipment and Capital Expenditures Approval Application**

The federal requirements found in the CARES Act require that the Elementary and Secondary School Emergency Relief (ESSER) Fund and the Governor's Emergency Education Relief (GEER) Fund be subject to the Uniform Grants Guidance. Additionally, the federal requirements found in the CRRSA Act require that the Elementary and Secondary School Emergency Relief (ESSER 11) Fund are also subject to the Uniform Grants Guidance. Those regulations contain a requirement that capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval as found in 2 CFR 200.439 (<https://www.law.com/ellLedu/cfr/text/2/200,439>).

The submission of this request provides assurance that the authorized use of funds criteria, for ESSER Funds (<https://www.cde.ca.gov/g/cr/esser.asp>), GEER Funds (<https://www.cde.ca.gov/fg/cr/learningloss.asp>), and/or ESSER II Funds (<https://www.cde.ca.gov/fg/cr/crrsa.asp>) have been met.

By submitting this form, you are agreeing to review and will follow all local, state, and federal level policies when making a purchase with federal funds. You may be required to obtain additional information if the purchase exceeds certain dollar amount thresholds, in accordance with Title 2, Code of Federal Regulations (2 CFR), sections 200.317-326 and California Public Contracts Code sections 20110-20118.4.

Please include a quote of the item to be purchased, and, if applicable, documentation demonstrating why this option is the most cost effective, and email this document to the Federal Stimulus Team at [EDReliefFunds@cde.ca.gov](mailto:EDReliefFunds@cde.ca.gov). Please include in the email subject "Equipment and Capital Expenditures Approval – (name of your local educational agency)".

Date of Request: April 16, 2021  
Name of Primary Contact: Steve Tsuboi  
Title: Superintendent-Principal  
Email Address: stsuboi@sunnysideunion.com  
Phone Number: 559 – 568 – 1741 x. 208

District Name: Sunnyside Union School District



School Name: Sunnyside Elementary  
County/District Code: 54 – 72181  
Short Title of Project Name: Water Faucet Upgrade Project  
Funding Source: ESSER III  
Estimated Total Cost of Project: \$25,000  
Amount of Funds to be Used: \$25,000

Please describe the items that will be purchased with the funds:

The district intends to purchase water faucets that allow water bottle filling to help alleviate contact and possible virus transmission through surfaces. The faucet upgrades would allow student to refill bottles, and minimizing the number of at faucet uses. The upgrades would take the place of current water faucets and be installed to meet all ADA compliance guidelines.

Please describe how the purchases fit-in with the allowable uses of funds for either ESSER, GEER, and/or ESSER II:

1. To provide water to students while maximizing the touching of high contact surface areas.

Please describe how this purchase is reasonable, necessary, and allowable in accordance with Cost Principles

Signature of Superintendent or Charter School Representative

Date

#### Attachments

Providing an outdoor area that provides fresh open air for ALL students, staff and community will assist in mitigating the COVID 19 virus and other airborne illnesses. Increased social distancing for groups of any size will be available. The structure would also be within the WIFI zone on our campus. The facility could also allow for more outdoor eating (breakfast, lunch, events) then our enclosed cafeteria currently allows. Learners would be in an open air environment alleviating possible anxiety emotional issues for those who find it challenging to be indoors. **Reasonable:** For the **safety** of its students the district intends to purchase build and outdoor shade structure that would allow for large group gatherings (multiple classes) while still providing safe social distancing. It allows for greater flexibility for instruction, food services and events that involve larger group sizes. It would allow more choice. It would benefit student learning, including those students who have fallen further behind to close the gap. It would be WIFI accessible lending to more learning **Necessary:** With over 400 people on campus at any given time, the district is not currently structured to handle large group presentations/learning opportunities (small audi. from the 1940s & cafeteria from the 70s) are the only indoor gathering facilities other than classrooms. With multiple food service times, multiple events, and a diverse grade span (Pre-S – Eighth Grade) occurring throughout the day it would provide an excellent venue to ALL students. During inclement weather, student currently have to gather in the small spaces (Auditorium, Cafeteria, Classes). This creates sanitation and hygiene issues. **Allowable:** The purchase of an outdoor shade facility, is not specifically disallowed. The district will follow all rules and regulations applicable to the use of funds.

- Quote from Another District in County from 2018 for Structures – ESTIMATE for US

- Notice to Proceed from Another District in County – ESTIMATE for US
- Email from Consultant Outlining Additional Costs



# THE GARLAND COMPANY, INC.

HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS

Joseph L. Camara  
4851 12th AVENUE • HANFORD, CA 93230  
t. (559) 563-8262 • m. (559) 259-3399 • jcamara@garlandinc.com

April 13, 2021

To: Steve Tsubol (Superintendent/Principal)

RE: Sunnyside Union School Roofing Project

CMAS Contract # 4-20-56-0006B (Must Appear on School District's P.O.)

Invoice will reflect 1% discount from State of California.

The following are the materials needed to complete the roofing project for the above sites

Quantity of Product (Product #)	CMAS Price	Ext. Price
140-Flexbase Plus 80 1 sq. roll (4144-80)	\$208.00/roll	\$ 29,120.00
185-StressPly Plus FR Mineral ¾ roll (4377)	\$234.00/roll	\$ 43,290.00
44-HPR Glasbase 3 sq. roll (4112)	\$132.00/roll	\$ 5,808.00
2-Versiply 40. 2 sq. roll (4363-40-G)	\$312.00/roll	\$ 624.00
12-WeatherKing Plus WC. 55 gall/drum (7339-55)	\$1,222.00/drum	\$ 14,664.00
3- Green Lock Flash. Adh. 3.5 gallon pail (7306-3-M)	\$288.00/pail	\$ 864.00
1- Garmesh 150' x 6" roll (4840-6)	\$65.00/roll	\$ 65.00
12-Flashing Bond. 5 gallon pail (7110-5)	\$113.00/pail	\$ 1,356.00
2- Silver Flash Mastic. 5 gallon pail (7425-5)	\$158.00/pail	\$ 316.00
4- Pyramic Plus LO Base 55 gallon drum (7476-55)	\$4,194.00/drum	\$ 16,776.00
4- Pyramic Plus LO Top 55 gallon drum (7475-55)	\$4,194.00/drum	\$ 16,776.00
27- Flat Stock 4' x 10' 22 Ga. (GSA-SSFS22STD)	\$125.00/sheet	\$ 3,375.00
4-Pop Rivets Colored 250 per Bag (SSRIVETS)	\$40.05/bag	\$ 160.20
1-Tuff Stuff Caulking. 12 tubes. (2130-ALUM)	\$16.00/tube	\$ 192.00
2-Garla Prime VOC. 5 gallon pail (7619-5)	\$121.00/pail	\$ 242.00
1-White Knight Plus WC. 5 gallon pail (7838-5-U)	\$683.00/pail	\$ 683.00
8-Garla Flex. 10 tubes per case. (9332-CR)	\$100.00/case	\$ 800.00
14-R-Mer Seal 2 sq. roll (4133)	\$270.00/roll	\$ 3,780.00
	Sub-Total:	\$138,891.20
	1% Discount	\$ 1,388.91
	Total Minus Discount	\$137,502.29
	Tax: 7.975%	\$ 10,965.81
	FREIGHT:	\$ 7,300.00
	TOTAL:	\$155,768.10

Sincerely,

*Joey Camara*  
Joey Camara

Western Regional Manager

## LEA Medi-Cal Direct Billing Program OptiServices Contract

This Agreement is made this 1st day of July, 2021, between MEDICAL BILLING TECHNOLOGIES, INC, hereinafter called "MBT" and SUNNYSIDE UNION ELEMENTARY SCHOOL DISTRICT, hereinafter called "CLIENT". This Agreement states the terms and conditions under which MBT will provide services on behalf of CLIENT under the Local Education Agencies (LEA) Medi-Cal Billing Option Program.

### 1. **MBT Responsibilities:** MBT shall provide the following services to CLIENT:

- a. If not already completed, MBT will assist CLIENT in completing its application with the Department of Health Care Services (DHCS) to become a Medi-Cal provider, and track progress of enrollment to activation.
- b. Work with CLIENT's designated LEA Coordinator.
- c. Complete analysis of CLIENT's LEA Medi-Cal Billing Option Program and conduct annual strategic planning, assisting CLIENT to incorporate best practices to optimize reimbursement opportunities.
- d. Provide recommended billing tools and access to online claims entry application for submission of LEA Medi-Cal claims.
- e. Upon commencement of services, and monthly thereafter, submit CLIENT's student enrollment data to Medi-Cal for purposes of Medi-Cal's determination whether the student is eligible for Medi-Cal, and provide CLIENT the results of Medi-Cal's eligibility determination.
- f. Provide access to quarterly reports to inform CLIENT of status of achievement of strategic plan.
- g. Assist in the development and implementation of prescriptions, protocols, and referral procedures.
- h. Provide practitioner LEA billing training and training materials to enable CLIENT personnel and contractors to successfully complete documentation necessary for submission of LEA Medi-Cal Billing Option Program claims. In providing such training MBT does not provide legal advice but relies on guidelines published by DHCS. MBT is not responsible for any change in DHCS guidelines, changes in State or Federal laws, rules, or regulations, or any change in DHCS interpretation of State or Federal laws, rules, or regulations or its own guidelines.
- i. As directed by CLIENT, MBT will submit CLIENT's LEA Medi-Cal Billing Option Program billing via electronic transmission within forty-five (45) business days of receipt of all necessary data from CLIENT, properly completed and certified by CLIENT.
- j. Track and follow up with practitioners to assure claims are submitted in a timely manner in order to optimize reimbursements.
- k. Provide assistance to CLIENT in the event of a DHCS audit. The form of such assistance shall be solely at the discretion of MBT.
- l. Comply with federal Family Educational Rights and Privacy Act (FERPA) regulations. Standards for electronic submissions and firewalls have been instituted to block entry into the MBT server and protect against internet attacks. The MBT network server is contained in a secure data center; all unused confidential information is shredded. All MBT staff is trained in HIPAA/FERPA regulations and is required to sign a statement of confidentiality. Student information sent from MBT to CLIENT will be encrypted and password protected.
- m. At CLIENT's request, MBT will provide Cost Reimbursement Comparison Schedule (CRCS) completion services to CLIENT in compliance with current program regulations. CLIENT shall be responsible for providing necessary fiscal reports to MBT upon request and in a timely manner, according to instructions developed by MBT.
- n. Grant CLIENT a non-exclusive, non-transferable, worldwide right to use the HOSTED SERVICE (defined herein as MBT's online service accessed at a web site or IP address designated by MBT) as more fully set forth in Section 3 herein.

### 2. **Client Responsibilities:** CLIENT shall do and perform each of the following:

- a. Register and become an authorized LEA Medi-Cal provider under the rules of the Department of Health Care Services (DHCS).
  - b. Designate an LEA Program Coordinator.
  - c. Provide to MBT on a quarterly basis, and more often if requested by MBT, complete district enrollment data which shall include the students' names, birth dates and gender for purposes of verifying Medi-Cal eligibility with DHCS, and all information required to bill for CLIENT any LEA Medi-Cal or other health covered student, including but not limited to a complete list of students with IEPs in place, a complete list of students with Individual Health Service plans in place, and a list of students CLIENT has determined qualify for specialized medical transportation through the LEA Medi-Cal Billing Option Program.
  - d. Determine whether the services provided to students are eligible for reimbursement through the LEA Medi-Cal Billing Option Program and so advise MBT.
  - e. Fully and accurately complete and submit billing using MBT's OptiClaim software or electronic upload. Billing forms must include student name, date of birth, date of service, service provided, length of service (when applicable) location of the service, and the practitioner's name.
  - f. Maintain all LEA Medi-Cal Billing Option Program billing documentation as required by State and Federal laws, rules, and regulations for audit purposes and for such period of time as required by State and Federal laws, rules, and regulations.
  - g. Provide access by MBT staff to CLIENT'S practitioners and ensure reasonable availability of practitioners for follow up activities.
  - h. Assure CLIENT administration support of practitioner participation in the LEA Medi-Cal Billing Option Program and encourage and emphasize the importance of practitioner involvement in such Program.
  - i. Comply with all rules and regulations of DHCS and other applicable government agencies pertaining to providing services, recordkeeping, and retention for the LEA Medi-Cal Billing Option Program.
  - j. If MBT is providing CRCS completion services to CLIENT, Client shall provide all necessary documents and records to MBT necessary to complete the CRCS within 60 days of MBT's request each year.
  - k. If MBT is providing Medi-Cal Administrative Activities (MAA) quarterly invoicing services to CLIENT, CLIENT shall provide all necessary documents and records to MBT necessary to complete the MAA invoice within 60 days of MBT's request. Such documents and records shall be provided to MBT in a format consistent with MBT's systems requirements.
  - l. Execute such other and further documents, including the annual report, as may be required by DHCS in order to carry out the purpose of this Agreement.
  - m. CLIENT is responsible for all activity occurring under CLIENT user accounts in the HOSTED SERVICE and will abide by all applicable laws, treaties and regulations in connections with its use of the HOSTED SERVICE.
3. **HOSTED SERVICE License Grant & Restrictions:** MBT hereby grants CLIENT a non-exclusive, non-transferable worldwide right to use the HOSTED SERVICE, solely for CLIENT's own internal business purposes, subject to the terms and conditions set forth in this Agreement.
- a. **CLIENT agrees not to:** (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the HOSTED SERVICE; (ii) modify or make derivative works based upon the HOSTED SERVICE; or (iii) reverse engineer the HOSTED SERVICE.
  - b. **CLIENT will not:** (i) knowingly send or store infringing, obscene, libelous or otherwise unlawful or tortious material to the HOSTED SERVICE; (ii) knowingly send or store material containing viruses, worms, Trojan horses or other harmful computer code, files or programs to or from the HOSTED SERVICE; (iii) knowingly interfere with or disrupt the integrity or performance of the HOSTED SERVICE; (iv) attempt to gain unauthorized access to the HOSTED SERVICE or its systems or networks; or (v) use the HOSTED SERVICE in violation of applicable law.

c. **CLIENT DATA (defined herein as any data, information, or material provided by CLIENT to the HOSTED SERVICES):** MBT does not own any CLIENT DATA. CLIENT DATA is CLIENT's proprietary and confidential information and will not be accessed, used or disclosed by MBT except as set forth in this Agreement, and except for the limited purpose of supporting CLIENT's use of the HOSTED SERVICE. CLIENT has sole responsibility for the accuracy, legality, reliability, and intellectual property ownership to use the CLIENT DATA.

i. **Transmission of CLIENT DATA:** Client shall transfer CLIENT DATA to MBT by use of a secure server through the MBT website, or through CLIENT's secure server. CLIENT shall not email CLIENT DATA to MBT. MBT shall not be liable or responsible for any breach of CLIENT DATA sent via an unsecured serve.

d. **Intellectual Property Ownership:** MBT owns all right, title and interest, including all related INTELLECTUAL PROPERTY RIGHTS (defined herein as patent rights, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secret rights, and all other intellectual property rights, derivations thereof as well as other forms of protection of a similar nature), in and to the MBT TECHNOLOGY (defined herein as all MBT proprietary technology made available to CLIENT in providing the HOSTED SERVICE), CONTENT (defined herein as the information, documents, software, products, and services made available to CLIENT), and the HOSTED SERVICE. This Agreement is not a sale and does not convey any rights of ownership in the HOSTED SERVICE.

4. **Payment:** CLIENT shall pay to MBT as compensation:

An annual lump sum of \$500.00, payable within 30 days of receipt of invoice.

The following fees will be charged for additional services provided at the specific request of CLIENT:

a. **Occupational Therapy Prescriptions, Physical Therapy Prescriptions, Mental Health Referrals, Doctors Orders (hereinafter collectively "ORP") and Speech Protocols:**

At CLIENT's request, MBT will electronically process any necessary ORP for any Occupational Therapy services, Physical Therapy services, Mental Health services and Nursing services that the CLIENT provides to students.

CLIENT will pay MBT \$100.00 for each ORP processed by MBT's contracted Physician/Licensed Provider, whether the Physician/Licensed Provider approves the ORP or not.

CLIENT will pay MBT \$50.00 for each ORP processed by CLIENT's contracted Physician/Licensed Provider, whether the Physician/Licensed Provider approves the ORP or not.

At CLIENT's request, MBT will process a referral for a physician signed speech protocol in compliance with current program regulations. CLIENT will pay MBT \$500.00 for each speech protocol processed by MBT's contracted Physician, whether the physician approves the protocol or not.

Rate schedules are subject to change upon thirty (30) days written notice to CLIENT. CLIENT may withdraw its request for MBT to process ORP's and physician signed speech protocols without affecting the other terms of this contract.

b. **CRCS Completion Services:**

If CLIENT elects to have MBT provide CRCS completion services to CLIENT, CLIENT shall pay to MBT \$50.00 per practitioner included in the report, but not less than \$250.00 and not more than \$5,000.00 for the completion of each annual CRCS report.

If recalculation of CRCS is required, CLIENT shall pay to MBT \$25.00 per practitioner included in the recalculated report, but not less than \$125.00 and not more than \$2,500.00 for the completion of the recalculated CRCS report.

If MBT is not the sole biller for CLIENT and CLIENT elects to have MBT provide CRCS completion services to CLIENT, CLIENT shall pay to MBT \$75.00 per practitioner included in the report, but not less than \$500.00 and not more than \$10,000.00 for the completion of each annual CRCS report.

**c. MAA Invoicing Services:**

If CLIENT elects to have MBT provide MAA invoicing services to CLIENT, CLIENT shall pay to MBT \$25.00 per quarter per participant included on each invoice, but not less than \$250.00 per quarter and not more than \$5,000.00 per quarter for the completion of each MAA invoice.

**d. Changes After Submission of Billing:**

If CLIENT or CLIENT's providers request changes after MBT's **initial** submission of LEA Medi-Cal Billing Option Program billings, at CLIENT's request MBT shall prepare and submit the Claims Inquiry Form ("CIF") to DHCS to process such change. Because submission of the CIF is labor-intensive, CLIENT shall pay MBT Ten Dollars (\$10.00) per claim submitted. No fee will be charged where the change requested is due to an error on the part of MBT.

5. **Late Fees:** CLIENT agrees to pay all sums due MBT under this contract within 30 calendar days of receipt of an invoice for services from MBT.

CLIENT will incur a late fee of one and one-half percent (1.5%) per month on amounts unpaid for more than sixty (60) days past the date of invoice.

CLIENT shall, upon request, provide to MBT a copy of all documents and checks received from DHCS evidencing all sums received as a result of the services of MBT. CLIENT shall make all such records available to MBT at reasonable times. MBT shall have the right to audit the records of CLIENT pertaining to LEA Medi-Cal billing.

6. **Document Management:** MBT shall retain in electronic form copies of all LEA Medi-Cal Billing Option bills submitted for CLIENT for a period of five (5) years after the date of submission or such other period as required by law. MBT, upon request, will provide to CLIENT printed copies of such bills. MBT, upon request, shall return to CLIENT all billing forms and other documents provided to MBT for billing purposes. CLIENT shall reimburse MBT for the cost of all containers and for the cost of packing and shipping such documents and records. CLIENT shall retain all such documents and records for at least five (5) years from the date of service or such other duration as may be required by State and Federal laws, rules, and regulations.
7. **Confidentiality Agreement:** All statistical, financial, student and other data relating to the LEA Medi-Cal Billing Option Program billing and the identity of Medi-Cal eligible students shall be held in strict confidence by the parties hereto. The foregoing obligation does not apply to any data that has become publicly available or that is not required to be kept confidential.

The data provided to MBT by the CLIENT will be used for the sole purpose of performing billing for the LEA Medi-Cal Billing Option Program. MBT is responsible to abide by The Health Insurance Portability and Accountability Act (HIPAA) and The Family Educational Rights and Privacy Act

(FERPA) and will not share the CLIENT's data with third-party entities except as permitted and required for the LEA Medi-Cal Billing Option Program.

8. **Insurance:** MBT shall, at MBT's expense, obtain and keep in force during the term of this Agreement a policy of Professional Liability for Professional Services Error in the amount of Two Million Dollars (\$2,000,000.00).
9. **Mutual Indemnification and Limitation of Liability:**
  - a. CLIENT will indemnify, defend, and hold MBT, and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) a claim by a third party alleging that use of the CLIENT DATA infringes the INTELLECTUAL PROPERTY RIGHTS of a third party; provided in any such case that MBT (a) promptly gives CLIENT written notice of the claim; (b) gives CLIENT sole control of the defense and settlement of the claim; and (c) provides CLIENT all available information and assistance.
  - b. MBT will indemnify, defend and hold CLIENT and CLIENT affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) any breach of confidentiality of CLIENT DATA due to the negligence of MBT or its employees or agents, and (ii) a claim by a third party alleging that the HOSTED SERVICE directly infringes an INTELLECTUAL PROPERTY RIGHT of a third party; provided that CLIENT (a) promptly gives written notice of the claim to MBT; (b) gives MBT sole control of the defense and settlement of the claim; and (c) provides MBT all available information and assistance. MBT's aggregate liability under this subsection (b) of Section 9 is limited to the coverage actually afforded by MBT's insurance policy referred to in Section 8 of this Agreement.
  - c. MBT will use due care in processing the work of the CLIENT based on CLIENT's submission of billing information and CLIENT's determination of eligibility for reimbursement by the LEA Medi-Cal Billing Option Program. MBT will be responsible for correcting any errors which are due to the machines, operators, or programmers of MBT. Such errors shall be corrected at no additional charge to CLIENT. MBT does not guarantee State or Federal approval of billings submitted, and MBT shall not be liable or responsible to CLIENT for DHCS interpretation of State and Federal laws, rules, and regulations, or for changes to State and Federal laws, rules, and regulations, or for claims that are questioned or denied by DHCS or any other State or Federal governmental agency. MBT shall have no liability for CLIENT's inability to provide proper source documentation, including but not limited to Provider records, IEPs, Health Service Plans, and other supporting documentation, to DHCS or any other State or Federal governmental agency.
  - d. Except as specifically set forth in Section 9, subsection (b) of this Agreement, in no event shall MBT's liability for any and all claims against MBT under this Agreement, in contract, tort, or otherwise, exceed the total amount of the fees paid by CLIENT to MBT during the contract term in issue, and MBT shall not be liable under any circumstances for any special, consequential, incidental, punitive, or exemplary damages arising out of or in any way connected with this Agreement.
10. **Contract Duration and Termination:** The term of this Agreement shall commence upon execution of this contract and continue for a period of five (5) school years, through June 30, 2026 ("Termination Date"). On or before March 30 of each school year either party may terminate this Agreement for the upcoming school year by written notice to the other party. CLIENT's access to MBT's OptiClaim software shall cease upon termination or nonrenewal of this Agreement except as specifically set forth herein.



This Agreement may be terminated at any time upon mutual agreement of the parties. In addition, the Agreement shall automatically terminate if CLIENT's participation in the LEA Medi-Cal Billing Program terminates.

Additionally, any breach of CLIENT's payment obligations or unauthorized use of HOSTED SERVICES will be deemed a material breach of this Agreement. MBT may terminate the Agreement, CLIENT account, or CLIENT's use of the HOSTED SERVICE if CLIENT commits a material breach of this Agreement or otherwise fails to comply with this Agreement, and such breach has not been cured within ten (10) days after notice of such breach.

In the event of termination prior to the completion of any school year, MBT shall not be required to provide CRCS completion services to CLIENT for the school year in progress.

11. **Submittals after Termination:** MBT shall, for a period of up to six months after the end of the school year in progress on the date of termination, continue to accept submittals from CLIENT for services provided by CLIENT through the end of the school year in progress on the date of termination, and shall submit billings for such services provided by CLIENT to DHCS for reimbursement. During the period set forth herein CLIENT shall have continued access to MBT's OptiClaim software. MBT shall continue to submit invoices to CLIENT for such billings per the payment schedule set forth in Section 4 above. Any submittals received by MBT from CLIENT for services provided in the school year following the date of termination shall be returned to CLIENT and shall not be processed by MBT for reimbursement.

12. **Notices:** Notices affecting contract terms between the parties shall be in writing and shall be deemed given when (i) personally delivered to the party to whom it is directed; or (ii) five (5) days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to:

MBT  
Medical Billing Technologies, Inc.  
Attn: Reid Stephens, President  
P.O. Box 709  
Visalia, CA. 93279

CLIENT  
Sunnyside Union Elementary School District  
Attn: Steve Tsuboi  
21644 Avenue 196  
Strathmore, CA 93267

13. **Copyrights:** CLIENT acknowledges and agrees that all manuals and forms ("MBT Documents") provided to CLIENT by MBT shall remain the property of MBT and shall not be duplicated, copied in any manner and access to MBT Documents shall be restricted to employees of CLIENT who need to use MBT Documents in order to satisfy CLIENT'S obligations under this Agreement, without the prior written consent of MBT. All computer programs and materials, including, but not limited to, electronic devices, and the information contained therein are, and shall remain, the property of MBT.

14. **Other Documents:** The parties hereto agree to execute such other and further documents as may be necessary or required by the DHCS to authorize MBT to perform billing services on behalf of CLIENT.

15. **Representations:** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

16. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to MBT providing LEA Medi-Cal billing services to CLIENT and contains all of the covenants and agreements between the parties with respect to such billing services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise with respect to MBT billing services not contained in this Agreement shall be valid or binding.

17. **Modification:** This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by all parties.
18. **Law Governing Agreement:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
19. **Mediation and Arbitration:** Any dispute arising under this Agreement shall first be addressed through mediation. If a dispute arises, either party may demand mediation by filing a written demand with the other party. If the parties cannot agree upon a neutral mediator, each party, within twenty (20) days after the parties fail to agree on one mediator, at its own cost shall appoint one mediator and those mediators shall select an impartial mediator to conduct the mediation. The parties shall equally share the cost of the mediator conducting the mediation.

If the parties are unable to resolve any dispute through mediation as set forth herein, or if any party fails to respond to a demand for mediation, all questions and disputes with respect to the rights and obligations of the parties arising under the terms of this Agreement shall be resolved by binding arbitration. Any party may demand arbitration by filing a written demand with the other party. If the parties cannot agree on one arbitrator, each of the parties, within twenty (20) days after the parties fail to agree on one arbitrator, at its own cost, shall appoint one arbitrator and those arbitrators shall select an impartial arbitrator to conduct the arbitration. Should a party refuse or neglect to join in the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator may proceed ex parte.

A hearing on the matter to be arbitrated shall take place before the arbitrator in the County where CLIENT is located, State of California. The arbitrator shall select the time and place promptly and shall give each party written notice of the time and place at least ninety (90) days before the date selected. The parties shall be entitled to conduct discovery by agreement or by order of the arbitrator. Each party may present any relevant evidence at the hearing. The formal rules of evidence applicable to judicial proceedings shall not govern. Evidence shall be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

The parties shall share equally the expense of arbitration, and each party shall bear its own attorney fees and costs incurred in connection with the arbitration.

The arbitrator's decision shall be binding and conclusive on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction.

**SUNNYSIDE UNION ELEMENTARY SCHOOL DISTRICT**

\_\_\_\_\_  
 Authorized Signature  
  
 Steve Tsuboi  
 \_\_\_\_\_  
 (Printed name)

\_\_\_\_\_  
 Date  
  
 Superintendent-Principal  
 \_\_\_\_\_  
 (Printed Title)

**MEDICAL BILLING TECHNOLOGIES, INC.**

\_\_\_\_\_  
 Reid Stephens, President

\_\_\_\_\_  
 Date

**Sunnyside Union Elementary School District**

**E 1330(a)**

**Application for Use of School Facilities**

**FACILITY USE/FEE SCHEDULE**

Minimum of two hour charge for opening, closing and cleaning facility when outside of normal staffing hours. An additional fee may be charged for cleaning.

Normal Daily Staffing Hours

School Year 7:00 A.M. to 6:00 P.M.

Summer Hours 6:30 AM to 3:00 P.M.

Facility	District Cost Fee/Per Hour	Fair Value/Per Hour	Hours	Cost
Auditorium	\$18.00	\$20.00		
Cafeteria (No Kitchen Use)	\$15.00	\$17.00		
Classroom (each room)	\$5.00	\$5.00		
Softball/Baseball Fields	\$8.00	\$10.00		
Football/Soccer Field	\$10.00	\$12.00	240	2,400
Restroom	\$10.00	\$15.00		
Cleaning Fee	As Needed/Necessary	As Need/Necessary		

No Charge

Joint Facility Use Agreement, Non-Profit Organizations, Clubs/Associations that Promote Youth and School Activities

District Cost Fees

Religious Services, Charitable Fund Raisers, Public Agencies, Events Sponsored by Religious or Community Groups (except those which qualify for free use)

Fair Value

Groups using grounds for entertainment, meetings, or activities where admission is charged or contributions are solicited and the net receipts are not expended for charitable purposes or for the welfare of the district's students.

<b>Name of Individual Assuming Liability for Rental, Bodily Injury &amp; Property Damage or Additional Expenses Resulting from or During Usage</b>			
Printed Name <i>Gonzalez, Sacramento</i>		Today's Date <i>4/12/21</i>	
Title: <i>Youth Football President</i>		Name of Organization <i>Strathmore Youth Football</i>	
Address: <i>20739 Road 244 Lindsay, CA 93247</i>			
Telephone Number (Organization):	Telephone Number (Home/Cell): <i>559-359-2135</i>	Signature: <i>[Signature]</i>	
Security will be required for events that are open to the general public. Security is responsibility of Individual Listed above. Proof of Security is required 7 days prior to event. Security is Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Additional charges may apply if additional clean-up or repairs are required due to misuse or damage to facility as determined by Superintendent or designee			
<u>Restrictions</u>			
1. Any use by an individual or group for the commission of any crime or any act prohibited by law.			
2. Any use which is inconsistent with the use of the school facility for school purposes or which interferes with the regular conduct of school or school work.			
3. Any use which involves the possession, consumption for sale of alcoholic beverages or any restricted substances, including tobacco use.			
<u>Damage and Liability</u>			
1. Shall be liable for any property damages resulting from its negligence during the use of the facilities or grounds. The group shall bear the cost of insuring against the risk and defending itself against claims arising from this risk (Education Code 38134).			
2. Shall provide the district with evidence of insurance against claims arising out of the group's negligence. Groups or organizations shall also be required to include the district as an additionally insured on their liability policies for claims arising out of the negligence of the group.			
3. As permitted, the District may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facility being used.			
<b>For Office Use Only</b>			
District Approved Signature:		Special Instructions	
Date:			

Sunnyside Union School  
 21644 Avenue 196  
 Strathmore, CA 93267

Roof Replacement Project  
 Rooms 1, 2, 16, 17, Computer Tech, 20 -23/Restrooms, 24 - 27/Restrooms  
 Bids Opened April 20, 2021 at 11:00am

## BID SUMMARY

	Bidder	Base Bid	Wood Replacement Cost			Bid Form	Bid Bond	Non-Collusion	Subcontractor	
			Square Ft	Linear Ft					List	Addendum #1
1	Fresno Roofing	\$130,163.00	\$8.50	\$12.00		X	X		X	X
2	Graham Prewett	\$238,000.00	\$20.00	\$17.00		X	X		X	
3	Nations Roof	\$262,677.00	\$10.00	\$20.00		X	X		X	X

Application for Use of School Facilities

**FACILITY USE/FEE SCHEDULE**

Minimum of two hour charge for opening, closing and cleaning facility when outside of normal staffing hours. An additional fee may be charged for cleaning.

Normal Daily Staffing Hours

School Year 7:00 A.M. to 6:00 P.M.  
Summer Hours 6:30 AM to 3:00 P.M.

**Porterville College classroom use for EL2 course August 23-December 10th for Fall 2021 Semester, January 18th-May 13th for Spring 2022 Semester from 6pm - 8:30pm Tuesday and Thursdays.**

Facility	District Cost Fee/Per Hour	Fair Value/Per Hour	Hours	Cost
Auditorium	\$18.00	\$20.00		
Cafeteria (No Kitchen Use)	\$15.00	\$17.00		
Classroom (each room)	\$5.00	\$5.00		
Softball/Baseball Fields	\$8.00	\$10.00		
Football/Soccer Field	\$10.00	\$12.00		
Restroom	\$10.00	\$15.00		
Cleaning Fee	As Needed/Necessary	As Need/Necessary		

No Charge

Joint Facility Use Agreement, Non-Profit Organizations, Clubs/Associations that Promote Youth and School Activities

District Cost Fees

Religious Services, Charitable Fund Raisers, Public Agencies, Events Sponsored by Religious or Community Groups (except those which qualify for free use)

Fair Value

Groups using grounds for entertainment, meetings, or activities where admission is charged or contributions are solicited and the net receipts are not expended for charitable purposes or for the welfare of the district's students.

**Name of Individual Assuming Liability for Rental, Bodily Injury & Property Damage or Additional Expenses Resulting from or During Usage**

Printed Name Arlitha Harmon-Williams	Today's Date 4/13/21
Title: Interim Chief Financial Officer	Name of Organization Kern Community College District (on Behalf of Porterville College)
Address: 2100 Chester Avenue Bakersfield, CA 93301	
Telephone Number (Organization):661-336-5124	Telephone Number (Home/Cell): <b>Signature:</b>

Security will be required for events that are open to the general public. Security is responsibility of Individual Listed above. Proof of Security is required 7 days prior to event. Security is Required  Yes  No

Additional charges may apply if additional clean-up or repairs are required due to misuse or damage to facility as determined by Superintendent or designee

Restrictions

- Any use by an individual or group for the commission of any crime or any act prohibited by law.
- Any use which is inconsistent with the use of the school facility for school purposes or which interferes with the regular conduct of school or school work.
- Any use which involves the possession, consumption for sale of alcoholic beverages or any restricted substances, including tobacco use.

Damage and Liability

- Shall be liable for any property damages resulting from its negligence during the use of the facilities or grounds. The group shall bear the cost of insuring against the risk and defending itself against claims arising from this risk (Education Code 38134).
- Shall provide the district with evidence of insurance against claims arising out of the group's negligence. Groups or organizations shall also be required to include the district as an additionally insured on their liability policies for claims arising out of the negligence of the group.
- As permitted, the District may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facility being used.

STATEMENT OF INFORMATION

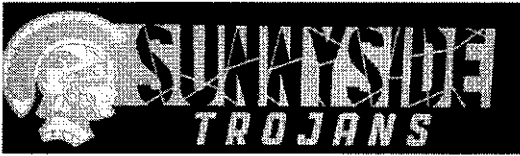
The undersigned states that, to the best of his knowledge, the district property for use of which application is hereby made, will not be used for the commission of any act intended to further any program or movement of the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means;

That this organization on whose behalf he/she is making application for use of district property, does not, to the best of his/her knowledge, advocate the overthrow of the Government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his knowledge, is not a communist-action organization or communist front organization, required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

"I further understand that I will need to provide a \$1,000,000 Liability Insurance naming the Sunnyside Union Elementary School District as additional insured."

**For Office Use Only**

District Approved Signature:	Special Instructions
Date:	



## ENCLOSURE #9

### Superintendent-Principal's Report

April 27, 2021

#### *Parent Conferences*

1. Parent Conferences were held April 20 thru April 22. Conferences were from 1:00 to 3:30 on Tuesday, Wednesday and Friday. The district also held a late night on Thursday (1:00 – 5:30). I will bring participation numbers to the meeting.

#### *Save the Children*

1. Save the Children sponsored a parent-student paint night. It was attended by a very large group of families. I painted some flowers (I think they are flowers) and will share at the meeting.

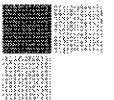
#### *Meetings*

- |   |          |
|---|----------|
| 1. Michael Jr. Producers Call Meeting:  | April 20 |
| Working on a virtual performance for Small School Districts Summer Conference |          |
| 2. CTCS Districts Liability JPA   | April 21 |
| 3. Strathmore High Scholarship Meeting (Tom Shimashaki)                       | April 21 |
| 4. School Site Council  | April 18 |
| 5. Tulare County Treasury Oversight Committee                                 | April 22 |

#### *Student Projects and Events*

1. 8<sup>th</sup> Graders are working on Computer Proficiency Assessment for PUSD
2. 3<sup>rd</sup> Graders (Mrs. Demerath) growing and raising butterfly's through all stages
3. Expanding to Full 5 –day per week on campus instruction beginning week of April 26 (currently Friday's are distance learning)
4. Morning News Set and Performances will be on display

#### *Other*



Enclosure # 10

Vice-Principal/Categorical Program Director Report

- Cohort Subbing frequently these last 2 weeks
- CAASSP test prep-expected date to start on May 17, 2021
- Preschool Self Evaluation-Due June, will bring it to school board the last meeting in May
- SST/504/IEP meetings
- 8th Grade- grade check and contacted parents
- Improvement in Discipline from years past, but Spring Fever has started