

SUNNYSIDE UNION SCHOOL DISTRICT

21644 Avenue 196 - Strathmore, California 93267 - (P) 559-568-1741 - www.sunnysideunion.com

BOARD OF EDUCATION ~ AGENDA

For the Regular Board Meeting of Tuesday, September 8, 2020, at 6:00 p.m., in the **Multi-Purpose Room**, at Sunnyside Elementary School, 21644 Avenue 196, Strathmore, California.

I. CALL TO ORDER

1. Attendees

BOARD OF EDUCATION

	Present		Absent	Late
Schuyler Glover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	: _____
Andy Manning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	: _____
Humberto Quezada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	: _____
Kimberly Braziel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	: _____
Humberto Cárdenas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	: _____

II. ADA ACCOMMODATION REQUIREMENT

1. Persons who are in need of a disability-related modification or accommodation to participate in the board meeting must request in writing to the District Office of the Superintendent-Principal, 21644 Avenue 196, Strathmore, California, 559-568-1741 x. 203. A request or 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.
2. Written documents concerning agenda items are available for public inspection during normal business hours within 72 hours of a regular board meeting at the Sunnyside Union School District Office, 21644 Avenue 196 in Strathmore, California.

III. ADJOURN TO CLOSED SESSION (Read Items Below)

1. Conference with Labor Negotiators (Government Code 54957.6) with the following:
 - a) CTA/Sunnyside Teachers Association
 - b) CSEA Chapter 675
 - c) Unrepresented Group
 - d) Administration Team

IV. ADJOURN TO CLOSED SESSION at: _____ PM

V. RECONVENE TO OPEN SESSION _____ PM

Board of Trustee: Kimberly Braziel | Humberto Cardenas | Schuyler Glover | Andy Manning | Humberto Quezada

Administration: Steve Tsuboi, Superintendent-Principal | Jody Gunderman, Vice Principal-Categorical Manager

Candy Alari, Business Manager | Jeannette Torres-Marquez, Administrative Secretary





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VI. GENERAL BUSINESS

1. Pledge of Allegiance (Student Presented Video)
2. Mission Statement: Presented by
3. Welcome (visitors please sign-in on visitor's sheet)
4. Report of Action Taken in Closed Session (if any)
5. Approve the Agenda of the September 8, 2020 Regular Board Meeting

MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____

VII. PUBLIC COMMENTS

Members of the public may address the board on any items within the board's jurisdiction, but which are not on the agenda (Public input for agenda items are accepted, at the time the matter is considered. Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The total time limit for input on each item is 15 minutes).

VIII. ACKNOWLEDGEMENTS AND REPORTS

1. Acknowledgments

- a. Yard Duty Cafeteria Student Supervisors
- b. General Staff

2. Staff Reports

- a. Employee Groups (Certificated, Classified, Confidential)
- b. Student Report
- c. Academic Coach Report
- d. Vice Principal – Categorical Manager Report
- e. Superintendent-Principal Report

IX. ROUTINE MATTERS – ACTION REQUIRED

1. Consent Calendar

General Business

- a. Approve payroll for August 2020
- b. Approve Pay Vouchers/Purchase Orders for June 24th, July 27th, August 5th and 13th of 2020
- c. Approve August 4, 2020, Governing Board Meeting Minutes

Personnel

- a. Approve the resignation of Jessica Gonzalez, Behavior Intervention Aide
- b. Approve reassignments for the following employees:
 1. Lectoria Silva, Yard Duty Supervisor to Instructional Aide.
 2. Robert Soto, Yard Duty Supervisor to Behavior Aide.
 3. Louis Chavez, Behavior Aide to Substitute Teacher (Temporary)
 4. Ana Bravo, Instructional Aide to Behavior Aide

MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____

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X. PUBLIC HEARING

1. Declare a Public Hearing for Sufficient Text Books or Instructional Material for the 2020-2021 Fiscal Year
2. Declare a Public Hearing for the Learning Continuity and Attendance Plan for 2020 School Year.

XI. NEW BUSINESS

ACTION ITEMS

1. Approve Budget Revision for 2019-2020 SY.
MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____
2. Approve Budget Revision for 2020-2021 SY.
MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____
3. Nominate and approve Board Member to serve on the School Wellness Committee.
MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____
4. Approve Resolution 370 In the Matter of Determining that Pupils Have Sufficient Textbooks or Instructional Material for the 2019-2020 School Year.
MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____
5. Approve Resolution 371 In the Matter of Establishing an Estimated Appropriations Limit for the 2020-2021 Fiscal Year and an Actual Appropriations Limit for the 2019-2020 Fiscal Year.
MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____
6. Approve the "CONTRACTOR" agreement between County of Tulare and Sunnyside Union Elementary School District, effective July 1, 2020, and shall expire on June 30, 2023.
MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____
7. Approve the 2019-2020 Unaudited Actuals.
MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____
8. Approve the SCICON Week Trip Agreement for the 2020-2021 School Year.
MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____
9. Approve the SCICON Day Trip Agreement for the 2020-2021 School Year.
MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____
10. Ratify Memorandum of Understanding "Return to Work" with CSEA Chapter 675
MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____
11. Ratify Memorandum of Understanding "Return to Work" with Sunnyside Teachers Association
MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____
12. Approve Special Board Meeting Date for September 2020.
MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____

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13. Approve Federal Addendum Update

MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____

14. Approve administration to re-open campus to student learning and/or support that falls into local health guidelines.

MOTION BY: _____ **SECOND BY:** _____ **VOTES:** _____

XII. INFORMATION AND DISCUSSION

1. Learning Continuity Plan Update

a) Requirements and Purpose

2. Proposition O Update

a) Overview of Proposition O Timeline

b) Review of Staff Letter that was Distributed the Week of August 31, 2020

c) Review of Needs Assessment and Suggestions for Proposition O Funds

3. Distance Learning Update

a) Report on the 2020-2021 Williams Inspection

b) Overview of Daily Schedules for Distance Learning

c) Student Assessment During Distance Learning

d) Assessments: All Students & English Language Learners

e) Overview of Connectivity, ZOOM Data, and Programs being used for the Distance Learning Platform

f) Review of Attendance, Participation and Communication Logs

4. Engagement Report

a) Student Engagement Survey for Junior High

b) Parental Engagement Report

c) Virtual Back to School Night

5. Guidelines for Reopening Campus for Onsite Learning

a) Small Cohort Groups Purpose, Requirements and Guidelines

b) Day Camp & Childcare Guidelines on School Campus

c) Reopening into a Hybrid or Traditional Setting

6. Maintenance, Operations and Transportation

a) Projects: Scheduled and Anticipated Projects for September 2020

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XIII. NEXT SCHEDULED BOARD MEETING

1. Regular Board Meeting October 13, 2020 (6:00 PM)

XIV. ADJOURNMENT _____ PM

Board of Trustee: Kimberly Braziel | Humberto Cardenas | Schuyler Glover | Andy Manning | Humberto Quezada

Administration: Steve Tsuboi, Superintendent-Principal | Jody Gunderman, Vice Principal-Categorical Manager

Candy Alari, Business Manager | Jeannette Torres-Marquez, Administrative Secretary





Acknowledgements

Everyone has stepped up in these unknown times. I have been impressed by the role the yard duty team has stepped up and is going online daily to provide activities, interactive activities and some just fun stuff! They have taken the challenge and really stepped up and demonstrated their value to our community. This includes Mrs. Tinoco, Miss Arellano, Mrs. Orozco and Mr. Soto and Miss Silva prior to their reassignments. A big thumbs up and cheer to them. They have also helped out in supervising online when needed.

Superintendent's Report for September 2020

General Information

- Current Enrollment Numbers Look Down
- Apportionments will be based on February 2020 Average Daily Attendance
- We currently have ALL employees on Campus from the First Day of School through August 28
- Material Handout Night: August 11 and we had a line down Avenue 196, even with having additional pick-up in the school parking lot
- We completed the Save the Children Summer Program: There was light participation. We believe this was due to the uncertainty and frustration of the ending of the previous school year.

Meetings

- Tulare County Office of Education Superintendent's continue to meet every Tuesday. Small School Superintendents are now meeting every other Tuesday following the large meeting.
- Tulare County Treasury Oversight Committee: This quarterly meeting has been indefinitely postponed.
- Tulare County Office of Education: Continues to be postponed and is currently scheduled into late September

Weekly Video Message

- Mrs. Mata and I continue to do a weekly video message with announcements and suggestions. Mrs. Mata has shared that her family in Mexico has viewed the videos so we feel that we have gone "viral and international!" You should all be receiving the link via text.



ROUTINE MATTERS

Resignation: Jessica Gonzalez resigned as a Behavior Aide. She did so to assist her children with Distance Learning and could have taken paid leave. She was very professional and resigned so that it would open up a position for another employee. Thus, she did what was best for the district.

Reassignments:

Mr. Chavez is temporarily substituting for Miss Sierra he is on maternity leave. He was a behavior aide. Mr. Soto is stepping into Mr. Chavez’s position but believe this will become a regular position even when Mr. Chavez returns. Mrs. Bravo has stepped into Mrs. Gonzalez’s old position. Mrs. Silva has stepped into Mrs. Bravo’s old position.

PUBLIC HEARING

1. Board President

- (a) Read Agenda Item
- (b) SAY: The Public Hearing for Sufficient Text Book or Instructional Materials for the 2020-2021 Fiscal Year is now open.
- (c) Wait for comment
- (d) After hearing all comments state “The Public Hearing for Sufficient Text Book or Instructional Materials is now closed.”

2. Board President

- (a) Read Agenda Item
- (b) SAY: The Public Hearing for the Learning Continuity and Attendance Plan for the 2020-2021 school year is now open.
- (c) Wait for comment
- (d) After hearing all comments state “The Learning Continuity and Attendance Plan for the 2020-2021 school year is now closed.”



NEW BUSINESS ITEMS

- #3 Nominate and approve a board member to the Wellness Meeting

Our goal this year is to have these meetings via Zoom allowing a little more flexibility in scheduling and getting more people involved. It should require no more than 4 meetings per year.

- #7 Ratify Return to Work with Chapter 675

Recommend that you **APPROVE** the Memorandum of Understanding.

- #8 Ratify the Return to Work with STA

I will present some additional options that can be discussed under negotiations in Closed Session. We are looking at modify some possible sections in the MOU that has already been agreed upon. I would recommend that you **APPROVE this MOU** and give me the authority-permission to work with STA on amendments to this MOU.

- #9 The board needs to set a special board meeting date for the end of September. I would recommend that you choose either September 22 or September 29. We have to hold a meeting to approve the Learning Continuity and Attendance Plan. The public hearing is tonight and I have to respond in writing to anyone who has comment. The 2-3 week time period allows for this to happen.



INFORMATION AND DISCUSSION

Learning Continuity and Attendance Plan (taken from CDE Website)

Purpose

The Learning Continuity and Attendance Plan (Learning Continuity Plan) is a key part of the overall budget package for K-12 that seeks to address funding stability for schools while providing information at the local educational agency (LEA) level for how student learning continuity will be addressed during the COVID-19 crisis in the 2020–21 school year. The provisions for the plan were approved by the Governor and Legislature in June in SB 98 and can be found in *EC* Section 43509.

The Learning Continuity Plan is intended to balance the needs of all stakeholders, including educators, parents, students and community members, while both streamlining engagement and condensing several preexisting plans. In particular, it was important to combine (1) the intent behind Executive Order N-56-20, published in April 2020, which envisioned an off cycle Local Control and Accountability Plan (LCAP) due December 15th, and (2) the ongoing need for LEAs to formally plan to return to school in the midst of the uncertainty and of COVID-19, without requiring two plans. The Learning Continuity Plan replaces the LCAP for the 2020–21 school year.

The Learning Continuity Plan adoption timeline of September 30, 2020 is intended to ensure the Learning Continuity Plan is completed in the beginning of the 2020–21 school year. Additionally, the timeline is intended to allow for communication of decisions that will guide how instruction will occur during the 2020–21 school year. This includes in-person instruction, according to health guidance, and distance learning, while providing critical opportunities for stakeholder engagement.

The Learning Continuity Plan template memorializes the planning process already underway for the 2020–21 school year and includes descriptions of the following: addressing gaps in learning; conducting meaningful stakeholder engagement; maintaining transparency; addressing the needs of unduplicated pupils, students with unique needs, and students experiencing homelessness; providing access to necessary devices and connectivity for distance learning; providing resources and supports to address student and staff mental health and social emotional well-being; and continuing to provide school meals for students.

Important Dates and Requirements

- On or before August 1, 2020
 - The Learning Continuity Plan Template developed by the CDE, in consultation with the executive director of the State Board of Education (SBE), will be made available.
- By September 30, 2020
 - The LEA governing board/body shall adopt the Learning Continuity Plan by September 30, 2020 in a public meeting. This meeting shall be held after, but not on the same day as, the public hearing for receiving public comment described below.
 - Prior to its adoption, the Learning Continuity Plan shall be presented at a public hearing of the governing board/body of the LEA for review and comment by members of the public. The agenda for the public hearing shall be posted at least 72 hours before the public hearing and shall include the location where the Learning Continuity Plan will be available for public inspection.
 - Additionally, the governing board must provide options for remote participation in the public hearings and the public meeting in which the Learning Continuity Plan is adopted.



Proposition O

Please see attachments for Timeline, Staff Letter and FAQ

- 8-10 Internal List of Folks to contact others to promote the Proposition
- This will occur in October
- 6 Weeks Out from Election Date
- Hybrid: District Mailer (about \$1000) targeting groups that will be the difference makers. We will not contact those who will not support the Proposition.
- We will time it so there is little time for negative discussion to occur
- Potentially make a virtual video "highlighting" areas that cannot be viewed in drive by.
- There will be no direct campaigning (signs, community walks, etc.)
- Minimal Phone Banking
- Need to work on the 8-10 list to make contacts with 8-10 more and so on.
- I will share more information at the meeting.

Distance Learning Update

- We took the first two weeks or so to tweak daily schedules to meet the requirements and needs of the both the district. Here is a general outline:
 - **Kindergarten:** Mixture of Whole Class, Individual and Small Group (8:15-2:00)
 - **First Grade/Second Grade/Fourth Grade/Fourth-Fifth Grade/Fifth Grade**
 - Split Class AM and PM
 - When students are not in class they are working independently on **ASYNCRONOUS** work.
 - **Third Grade**
 - Teaching whole class and small groups from 8:15 – 2:00
 - **Junior High**
 - Three Core Classes Daily except on Friday they attend all core classes
 - Thrively Daily
 - Reading Plus Asynchronous
 - Elective Daily (30 minutes)
 - **Requirements**
 - 240 minutes of synchronous (face to face) + asynchronous time (not live)
 - Must keep daily instruction and communication log
 - **Programs**
 - Zoom (Jump into class as a Zoom Assistant at any time) – will show you zoom data at meeting.
 - SeeSaw
 - Google Classroom
 - Netop
 - Etc.



o **Assessments**

- Regular District Benchmarks and Purchased STAR READING and MATH to measure growth during distance learning.
- ELPAC (Language Learners) – the initial ELPAC must be administered within the first 30 calendar days. This has been extended to 45 calendar days. We were given the option to bring student on to campus. This is an individual assessment and is only for students who are enrolling in California for the first time (new to state or first year in school). We have 7 students all in kindergarten who we will schedule for onsite assessment. We will follow health and safety protocols. The other option was virtual, send exams in sealed envelopes and administer/proctor online. We did not think this was feasible for kindergarten students.

Distance Learning – Student Engagement Survey for Junior High (Added to Learning Continuity Plan)

STUDENT FEEDBACK (PENDING RESULTS)

After approximately ten (10) days of school the district sent out a survey to its junior high school students. Below is a summary of the survey. Results are currently based on 25 responses.

#1 - How would you rate what you LEARNED from the packets and online work at the end of last year.

Poor= 12% Good= 72% Great=16%

#2 - Which of the following do you think you would like the best?

Being at school full-time	60%
Being at school part-time and distance learning part-time	32%
Distance Learning All the Time	8%

#3 If you could have one item that would help you in your distance learning, what would it be?

Better Chromebook or Tech Device	20%
Headset	24%
Desk or Chair	12%
Supplemental Materials (Paper, Pencil, Notebook...)	12%
Other	32%

#4 What is the most difficult part of Distance Learning?

Bad Internet Connections - Cannot connect all the time	10
Dealing with Brothers/Sisters and Household Noise	5
Scheduling	4
Technology	3
Other	3



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Website: www.sunnysideunion.com
Email: comments@sunnysideunion.com

#5 What do you miss the most about not being on campus?

Friends, Teachers and Socialization	20
Not being able to learn properly	1
I Don't Know	1
School Setting	1
Nothing	1
Sports	1

#6 How would you rate your distance learning experience so far this year?

Poor	16%
Good	72%
Great	12%

#7 What one recommendation do you have for us that would help you out the most?

Summary of comments include:

No Testing	Start (Open School)	One-on-One Time with Teacher
Tutor (2)	More time to get to class	Better Internet
Go Easy on Homework	Easier Schedule to Read	Smaller Classes
Make it Fun	Explain Work More	More Support (2)
Fidget Device	Headset	Better Technology (2)
Fix Thrively		

Teachers need to listen to students/Understand Students Having Hard Times - Don't just throw work at them

PARENT ENGAGEMENT REPORT

- Weekly Video Messages
- Text Messaging Appears to Work the Best
- School Site Council (SSC)
- ELAC – English Language Acquisition Committee



GUIDELINES FOR REOPENING FOR ONSITE LEARNING

Email Message from Tim Hire (I bolded key areas)

Tulare County is currently in the purple or Widespread risk phase. My best estimate using the data on the state data page shows our new cases/100,000 population per day is slightly over 24. For us to move to the red or Substantial risk phase that number needs to be 7 or less for a period of 2 consecutive weeks.

Steve's Thoughts: The county is not testing enough. The only people getting tested are those who are sick.

Once we move into the red or Substantial risk phase, we must continue to meet that criteria for an additional 2 weeks before beginning in-person instruction.

If at any time we do not meet the criteria for 2 consecutive weeks, we will **revert back** to the more restrictive phase.

Waivers are still an option (Steve's thought: County PHO will not sign waivers since we are in the purple)

Small group targeted instruction and services are still an option. (Steve's thought: Does mandatory testing for school employees begin once a student comes back on campus?)

I do not see us returning to universal TK-12 in-person instruction **any time soon**. I strongly recommend you focus on distance learning best practices and monitoring. I also recommend **utilizing day camps and the small group guidelines** to support our **most vulnerable students**. We need to find ways to get students and teachers together. I will continue to encourage you to lead by example and keep a positive attitude for your students, staff and your own wellbeing.

Steve's thought: We will need to relook at our MOU on the requirements for teachers once we reopen to students on campus.

Tim Hire's take on small groups on campus email:

You can bring students back to campus in cohorts (groups) of 14 or less. **No waiver or permission** is required. You must follow all the guidelines without exception.

There is a supervision requirement **of no more than 2 adults for 14 students**, 1 adult for groups of less than 8. Adults can be **certificated or classified staff**.

The number of students on campus should generally be around **25% of your total student enrollment**.

Cohorts must remain **together for all activities**, including the adult supervisors. This includes lunch, outside recreation, electives, etc.

One to One services can be provided by other adults but the expectation is to limit the number of cohorts that interact with that adult.

Students on campus should represent your **most needy students**, i.e. students with special needs, EL, foster, homeless, no connectivity at home, lowest performing, etc.

All other guidelines for child care, day camps, schools, and youth sports still apply.



There are many things to consider when making the decision to bring students back on campus. Here are some that immediately come to mind. It certainly is not an all-inclusive list but it should get you started.

- How will you **objectively determine** who is **invited** to return to campus?
- How will these small groups receive services and maintain the current expectation of distance learning instruction and availability to students/parents?
- How will your **staff respond to having students back on campus?** Additional workload?
- How will you group students into Cohorts?
- How will students **get to campus?** Home?
- What services are going to be provided and by whom?
- What are your **screening protocols** to ensure only healthy students and staff are on campus?
- How will you maintain students in cohorts on **playgrounds and outdoors?**
- What is your plan to respond when a student or staff member **tests positive?** Contact Tracing? Communication?

MAINTENANCE, OPERATIONS AND TRANSPORTATION

- Fence project for bus barn is ready to roll. We are waiting on better temperature days.
- Restroom: We are working on converting the upper hallway girl's restroom into a Female Staff Restroom. We have a high number of female employees and this should help alleviate crowding issues. We are dropping the ceiling, putting in sinks and hardware and new lighting. We figure we might as well utilize this space when not in use. It will be in better shape when students return.
- Window Enclosures on Middle Wing: Lower level windows have been enclosed on both the front and middle wing.
- Additional Security: Installation of 4 ARLO Cameras near gate and new parking lot mailbox
- Hand Sanitizer Stations: Approximately 8 are set out daily.
- Food Services: Drivers are used on M-W-F for food delivery
- Self-Maintenance on HVAC Units
- Interior Ceilings: Working on Leak Identification in Room 17 along with ceiling replacement (currently under asbestos test . . . looks clear so far)

AGENDA ITEM SUMMARY SHEET

Agenda Heading

- Closed Session
- Acknowledgement and Reports
- Routine Matters – Consent Calendar
- Information and Discussion
 - Business
 - Maintenance, Operations, and Transportation
 - Instruction
 - Board
- Local Control Accountability Plan
- Action Items

Agenda Item: IX. 1. a. General Business, Payroll Approval for August 2020

Date: September 8, 2020

Presented By: Candy Alari

Attachments: Yes No

Summary

The total payroll paid for the month of August 2020, is **\$277,207.50**.



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- Business
- Maintenance, Operations, and Transportation
- Instruction
- Board
- Local Control Accountability Plan
- Action Items

Agenda Item: IX. 1. b. General Business, Approve Pay Voucher/Purchase Orders for June 24th, July 27th, August 5th and 13th of 2020

Date: September 8, 2020

Presented By: Dena Tallerico or Candy Alari

Attachments: Yes No

Summary

The following pay vouchers cover invoices processed and paid on June 24th, July 27th, August 5th and 13th of 2020, numbering from 201203-201228 for June 24th, and 210069-210174, totaling 173,345.40.

Board of Trustee: Kimberly Braziel | Humberto Cardenas | Schuyler Glover | Andy Manning | Humberto Quezada
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49 Sunnyside Union Elementary School I
Tulare County Office of Education
Accounts Payable Final Prelist - 6/24/2020 9:32:17AM

6/24/2020
 9:32:17AM

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 APY500

*** FINAL ***
 Batch No 333

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
013718	A T & T MOBILITY - ROC	PV-201206	6/1/2020		287295413373		010-00000-0-00000-72000-59000-0-0000	\$119.84		
	A T & T MOBILITY - ROC		6/1/2020		287295413373		010-00000-0-00000-27000-59000-0-0000	\$279.64		
								\$399.48		
013371	A.C.S.A.	PV-201204	6/1/2020		101948		010-00000-0-00000-71500-53000-0-0000	\$108.52		
	A.C.S.A.		6/1/2020		101948		010-00000-0-00000-72000-53000-0-0000	\$164.24		
								\$272.76		
013322	AAA SECURITY, INC.	PV-201203	6/15/2020		000202372		010-00000-0-00000-71500-58000-0-0000	\$103.12		
								\$103.12		
012407	AMERICAN FIDELITY ASSURANCE CO	PV-201205	6/15/2020		22635 4537428		010-00000-0-00000-00000-95024-0-0000	\$366.37		G
								\$366.37		
013821	BANK OF THE SIERRA	PV-201229	6/11/2020		2924		010-07230-0-00000-36000-43000-0-0000	\$77.35		
	BANK OF THE SIERRA		6/11/2020		2924		010-11000-0-11100-10000-43000-0-0000	\$39.60		
	BANK OF THE SIERRA		6/11/2020		2924		010-81500-0-00000-81100-44000-0-0000	\$2,513.28		
	BANK OF THE SIERRA		6/11/2020		2924		010-00000-0-00000-71500-58000-0-0000	\$214.98		
	BANK OF THE SIERRA		6/11/2020		2924		010-00000-0-00000-81000-43000-0-0000	\$219.08		
	BANK OF THE SIERRA		6/11/2020		2924		010-07200-0-11100-10000-43000-0-0406	\$113.00		
	BANK OF THE SIERRA		6/11/2020		2924		010-00000-0-11100-10000-43000-0-0000	\$447.62		
								\$3,624.91		
013816	BULMARO CISNEROS	PV-201208	6/12/2020				010-30100-0-00000-24950-58000-0-0000	\$40.00		
								\$40.00		
013996	CANBY'S ACS, INC	PV-201207	6/17/2020		28409		010-00000-0-00000-81000-43000-0-0000	\$141.85		
								\$141.85		

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Batch No 333

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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013775	CROUZET IRRIGATION SUPPLY, INC	PV-201209	6/17/2020		INV0161789		010-00000-0-00000-81000-43000-0-0000	\$141.85		
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013775	CROUZET IRRIGATION SUPPLY, INC	PV-201210	6/5/2020		INV0161309		010-00000-0-00000-81000-43000-0-0000	\$55.57		
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013574	FLYERS ENERGY, LLC	PV-201211	6/15/2020		CFS-2396739		010-00000-0-00000-81000-43000-0-0000	\$81.08		
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011557	JORGENSEN & COMPANY	PV-201212	6/18/2020		5884953		130-53100-0-00000-37000-58000-0-0000	\$181.72		
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012252	LOZANO SMITH, LLP	PV-201213	6/10/2020		2110701		010-00000-0-00000-71500-58000-0-0000	\$49.35		
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013685	MATA, DIANA	PV-201215	6/5/2020		DM-JUN20		010-90271-0-81000-59000-43000-0-1822	\$138.42		
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013792	O'REILLY AUTO PARTS	PV-201214	6/12/2020		2881-133086		010-00000-0-00000-81000-43000-0-0000	\$6.45		
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013869	PATRICIA PAQUETTE	PV-201216	6/12/2020		TRANSPORTATION		010-07230-0-00000-36000-58000-0-0000	\$1,946.25		J
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013252	ROSCOE DISCOUNT TIRES	PV-201218	6/10/2020		2995		010-00000-0-00000-81000-43000-0-0000	\$617.25		H
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Total Check Amount: \$617.25

Total Check Amount: \$1,946.25

Total Check Amount: \$6.45

Total Check Amount: \$138.42

Total Check Amount: \$49.35

Total Check Amount: \$181.72

Total Check Amount: \$81.08

Total Check Amount: \$79.99

Total Check Amount: \$141.85

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
013507	SCHOLASTIC	PV-201220	6/1/2020		200012		010-11000-0-11100-10000-43000-0-0000 CLASSROOM SUPPLIES	\$296.16		
								Total Check Amount:		
								\$296.16		
013392	SOUTHWEST SCHOOL & OFFICE	PV-201221	6/15/2020		PINW0714731		010-07200-0-11100-10000-43000-0-0406 BAND SUPPLIES	\$7.51		
	SOUTHWEST SCHOOL & OFFICE	PV-201222	6/9/2020		PINW0713571		010-00000-0-00000-31400-43000-0-0000 NURSE SUPPLIES	\$315.71		
								Total Check Amount:		
								\$323.32		
013835	Tallerico, Dena	PV-201228	6/23/2020		DT-JUN20		010-00000-0-00000-81000-52000-0-0000 MILEAGE	\$76.47		
								Total Check Amount:		
								\$76.47		
013986	Tam N T Jz Cooling N Heating	PV-201223	6/16/2020		79		010-00000-0-00000-81000-56000-0-0000 SERVICE CALL	\$75.00		
								Total Check Amount:		
								\$75.00		
013911	Taylor Brothers, Inc DBA Res C	PV-201217	6/17/2020		1834310		130-53100-0-00000-37000-58000-0-0000 SPRAY SERVICE	\$3.82		
	Taylor Brothers, Inc DBA Res C	6/17/2020			1834310		010-00000-0-00000-81000-58000-0-0000	\$71.18		
								Total Check Amount:		
								\$75.00		
013469	TORRES-MARQUEZ, JEANNETTE	PV-201224	6/17/2020		JT-JUN20		010-00000-0-00000-72000-43000-0-0000 OFFICE SUPPLIES	\$48.38		
								Total Check Amount:		
								\$48.38		
013197	TSUBOI, STEVE	PV-201225	6/9/2020		ST-JUN20		010-00008-0-00000-31400-43000-0-0000 SCHOOL SUPPLIES	\$107.64		
	TSUBOI, STEVE	6/9/2020			ST-JUN20		010-00000-0-11100-10000-43000-0-0000	\$161.41		
	TSUBOI, STEVE	6/9/2020			ST-JUN20		010-00000-0-00000-81000-43000-0-0000	\$582.96		
								Total Check Amount:		
								\$852.01		
013918	Western Building Materials Co.	PV-201227	6/23/2020		503940		010-81500-0-00000-81100-43000-0-0000 MAINTENANCE SUPPLIES	\$121.67		

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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013652	ZOOM IMAGING SOLUTIONS, INC	PV-201226	6/9/2020		2221856		010-11000-0-11100-10000-43000-0-0000	\$8.09		
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Total Check Amount: \$8.09

Total Check Amount: \$121.67

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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: \$9,925.10

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate	Check Account Code	Audit
								Amount Flag EFT

Batch No 333

Total Accounts Payable: \$9,925.10

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 9,925.10 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).

Steve Davis
Authorizing Signature

6/24/2020
Date

Fund Summary	Total
010	\$9,739.56
130	\$185.54
Total	\$9,925.10

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
012019	AG IRRIGATION SALES INC.	PV-210069	7/21/2020		36650		010-00000-0-00000-81000-43000-0-0000	\$38.51		
	AG IRRIGATION SALES INC.	PV-210070	7/20/2020		36634		010-00000-0-00000-81000-43000-0-0000	\$89.29		
								\$127.80		
014006	AMAZON	PV-210086	7/22/2020		9897803		010-32100-0-11100-10000-44000-0-0000	\$2,925.45		
	AMAZON		7/22/2020		9897803		010-32100-0-11100-10000-43000-0-0000	\$727.92		
								\$3,653.37		
012407	AMERICAN FIDELITY ASSURANCE CO	PV-210071	6/30/2020		22635 4537428		010-00000-0-00000-00000-95024-0-0000	\$366.37	G	
								\$366.37		
013821	BANK OF THE SIERRA	PV-210072	7/14/2020		2924		010-32100-0-11100-10000-43000-0-0000	\$1,947.80		
	BANK OF THE SIERRA		7/14/2020		2924		010-00000-0-00000-81000-43000-0-0000	\$99.32		
	BANK OF THE SIERRA		7/14/2020		2924		010-11000-0-11100-10000-43000-0-0000	\$252.01		
	BANK OF THE SIERRA		7/14/2020		2924		010-90271-0-81000-59000-43000-0-1822	\$547.31		
					LB: 200032					
								\$2,846.44		
013845	CA COALITION FOR ADEQUATE HOUS	PV-210074	7/17/2020		141578		010-00000-0-00000-71500-53000-0-0000	\$138.00		
								\$138.00		
013775	CROUZET IRRIGATION SUPPLY, INC	PV-210075	7/21/2020		INV0163078		010-00000-0-00000-81000-43000-0-0000	\$8.09		
								\$8.09		
012761	DELL MARKETING, L.P.	PV-210082	7/21/2020		210002 10409445102		010-03210-0-11100-10000-44000-0-0000	\$9,786.74		
								\$9,786.74		
								\$9,786.74		

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
012673	OFFICE DEPOT CREDIT PLAN	PV-210076	7/7/2020		102530906002		010-00000-0-00000-72000-43000-0-0000	\$116.13		
							OFFICE SUPPLIES			
								Total Check Amount:		
								\$116.13		
013677	PLEASANT VIEW SCHOOL DISTRICT	PV-210077	7/17/2020				010-07200-0-00000-31200-58000-0-0402	\$19,500.00		
							PSYCHOLOGIST SERVICES			
								Total Check Amount:		
								\$19,500.00		
013392	SOUTHWEST SCHOOL & OFFICE	PV-210078	7/9/2020		PINV0716901		010-32100-0-11100-10000-43000-0-0000	\$775.80		
							SCHOOL SUPPLIES			
							010-32100-0-11100-10000-43000-0-0000	\$169.85		
							010-00000-0-00000-81000-43000-0-0000	\$39.36		
								Total Check Amount:		
								\$985.01		
013999	THRIVELY	PV-210080	7/20/2020		0975		010-07200-0-11350-10000-58000-0-0301	\$1,500.00		
							DISTANCE LEARNING			
								Total Check Amount:		
								\$1,500.00		
013197	TSUBOI, STEVE	PV-210081	7/2/2020		ST-JUN20		010-32100-0-11100-10000-43000-0-0000	\$615.24		
							SCHOOL SUPPLIES			
							010-11000-0-11100-10000-43000-0-0000	\$489.33		
							010-32100-0-11100-10000-43000-0-0000	\$1,581.09		
							LB: 200033			
								Total Check Amount:		
								\$2,685.66		

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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Total District Payment Amount: \$41,713.61

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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Total Accounts Payable:

\$41,713.61

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 41,713.61 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 *Alice Bulli* Date 7/27/2020

Fund Summary	Total
010	\$41,713.61
Total	\$41,713.61

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
012549	A T & T	PV-210125	7/24/2020		0306025811001		010-00000-0-00000-72000-59000-0-0000	\$19.23		
	A T & T		7/24/2020		0306025811001		010-00000-0-00000-27000-59000-0-0000	\$44.89		
								Total Check Amount:		
								\$64.12		
013718	A T & T MOBILITY - ROC	PV-210090	7/16/2020		287257890202		010-07230-0-00000-36000-59000-0-0000	\$27.13		
								Total Check Amount:		
								\$27.13		
013407	AERIES SOFTWARE	PV-210088	8/3/2020	210003	RW-13520		010-73110-0-00000-27000-52000-0-0000	\$100.00		
								Total Check Amount:		
								\$100.00		
014006	AMAZON	PV-210089	7/29/2020		1JL4-GLPE-MIDT		010-32200-0-11100-10000-43000-0-0000	\$549.66		
	AMAZON	PV-210126	8/4/2020		1NEX-JKNQ-WCAR		010-32200-0-11100-10000-43000-0-0000	\$309.84		
								Total Check Amount:		
								\$859.50		
013816	BULMARO CISNEROS	PV-210092	7/22/2020		TRANSLATION		010-30100-0-00000-24950-58000-0-0000	\$450.00		
	BULMARO CISNEROS	PV-210093	7/27/2020		TRANSLATION		010-30100-0-00000-24950-58000-0-0000	\$40.00		
								Total Check Amount:		
								\$490.00		
012761	DELL MARKETING, L.P.	PV-210094	8/2/2020		10412975169		010-32200-0-11100-10000-44000-0-0000	\$720.14		
								Total Check Amount:		
								\$720.14		
013825	Dieterle, Lori	PV-210095	7/9/2020	210011	LD-JUL20		010-11000-0-11100-10000-43000-0-0000	\$289.73		
								Total Check Amount:		
								\$289.73		
011762	E.M. THARP INC.	PV-210096	7/27/2020		P916874		010-07230-0-00000-36000-43000-0-0000	\$78.83		
								Total Check Amount:		
								\$78.83		

BUS PARTS

SCHOOL SUPPLIES

TECHNOLOGY

AERIES WORKSHOP

BUS BARN ALARM

PHONE CHARGES

SCHOOL SUPPLIES

TRANSLATION SERVICES

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013574	FLYERS ENERGY, LLC	PV-210097	7/31/2020		CFS-2341539		010-00000-0-00000-81000-43000-0-0000	\$118.53		
							COMPANY CAR FUEL			
							Total Check Amount:	\$118.53		
013797	FRESNO MOBILE RADIO INC.	PV-210124	7/31/2020		41-84955		010-07230-0-00000-36000-59000-0-0000	\$152.00		
							BUS RADIO SERVICE			
							Total Check Amount:	\$152.00		
013795	FRONTIER COMMUNICATIONS	PV-210098	7/19/2020		5595682277		010-00000-0-00000-81000-59000-0-0000	\$71.30		
							PHONE CHARGES			
							Total Check Amount:	\$71.30		
013830	HEINEMANN	PV-210127	7/27/2020		210023 7221810		010-32200-0-11100-10000-42000-0-0000	\$3,459.18		
							DISTANCE LEARNING			
							Total Check Amount:	\$3,459.18		
014007	IMPULSE SOUVENIRS	PV-210099	7/27/2020		S3171		010-32100-0-11100-10000-43000-0-0000	\$7,110.00		
							FACE MASKS			
							Total Check Amount:	\$7,110.00		
014001	JOSE LUIS BACA CEBALLOS	PV-210091	7/31/2020		3		010-00000-0-00000-81000-56000-0-0000	\$1,610.00		D
							TREE SERVICE			
							Total Check Amount:	\$1,610.00		
013960	KIMBALL, CARLOS	PV-210100	7/22/2020		CK-JUL20		010-63000-0-11100-10000-42000-0-0000	\$102.87		
							TEXTBOOKS			
							Total Check Amount:	\$102.87		
013409	KNIGHT GUARD ALARM	PV-210101	8/1/2020		48926/48927		010-00000-0-00000-81000-58000-0-0000	\$210.89		
							FIRE AND BURGLAR MONITORING			
							Total Check Amount:	\$210.89		
013829	LEARNING A - Z	PV-210102	7/22/2020		RAZ-KIDS		010-32200-0-11100-10000-58000-0-0000	\$1,425.79		
							DISTANCE LEARNING			
							Total Check Amount:	\$210.89		

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013742	MID VALLEY DISPOSAL	PV-210103	7/31/2020		1903596		010-00000-0-00000-81000-55000-0-0000	\$186.38		
							UTILITIES			
							Total Check Amount:	\$1,425.79		
013711	MISSION LINEN SUPPLY	PV-210104	7/29/2020		512930881		130-53100-0-00000-37000-58000-0-0000	\$53.03		
							LINEN SERVICE			
							Total Check Amount:	\$53.03		
012057	MORINDA MEDICAL GROUP	PV-210105	7/26/2020		75023		010-07230-0-00000-36000-58000-0-0000	\$100.00		
							PHYSICAL - BRIAN ROBERTS			
							Total Check Amount:	\$100.00		
013820	PSW	PV-210106	7/30/2020		108913		010-30100-0-00000-24950-58000-0-0000	\$956.55		
							PRINTING AND COPYING SERVICES			
							Total Check Amount:	\$956.55		
013905	SHROPSHIRE CONTAINERS INC	PV-210107	7/8/2020		42613		010-32100-0-11100-10000-44000-0-0000	\$5,000.00		
							CONTAINER			
							Total Check Amount:	\$5,000.00		
012831	SISC III	PV-210108	8/1/2020		72181		010-00000-0-00000-00000-95028-0-0000	\$5,600.70	G	
							HEALTH INSURANCE			
							010-00000-0-00000-71100-34010-0-0000	\$10,087.96	G	
							010-00000-0-00000-00000-95024-0-0000	\$45,680.14	G	
							Total Check Amount:	\$61,368.80		
012867	SMART & FINAL STORES CORP.	PV-210123	8/1/2020		387572		010-00000-0-00000-81000-43000-0-0000	\$15.38		
							SCHOOL SUPPLIES			
							010-00008-0-00000-31400-43000-0-0000	\$33.28		
							Total Check Amount:	\$48.66		
005383	SOUTHERN CALIF EDISON CO	PV-210109	7/30/2020		2014706030		010-00000-0-00000-81000-55000-0-0000	\$3,871.61		
							UTILITIES			

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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005383	SOUTHERN CALIF EDISON CO	PV-210109	7/30/2020		2014706030		130-53100-0-00000-81000-55000-0-0000	\$208.06		
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013392	SOUTHWEST SCHOOL & OFFICE	PV-210110	7/22/2020		PINNV0718641		010-32100-0-11100-10000-43000-0-0000	\$4,079.67		
	SOUTHWEST SCHOOL & OFFICE	PV-210111	7/22/2020		PINNV0718606		010-32100-0-11100-10000-43000-0-0000	\$1,554.29		
								\$581.85		
								\$2,136.14		

012637	STRATHMORE PUBLIC	PV-210112	7/31/2020		10017P-00		010-00000-0-00000-81000-55000-0-0000	\$260.39		
	STRATHMORE PUBLIC				10017P-00		130-53100-0-00000-81000-55000-0-0000	\$13.99		
								\$274.38		

005388	THE GAS COMPANY	PV-210113	7/28/2020		17621639008		010-00000-0-00000-81000-55000-0-0000	\$22.48		
	THE GAS COMPANY						130-53100-0-00000-81000-55000-0-0000	\$1.20		
								\$23.68		

013469	TORRES-MARQUEZ, JEANNETTE	PV-210114	7/31/2020		JT-JUL20		010-30100-0-00000-24950-58000-0-0000	\$75.39		
								\$75.39		

013197	TSUBOI, STEVE	PV-210115	8/3/2020		ST-AUG20		010-32200-0-11100-10000-58000-0-0000	\$1,980.00		
	TSUBOI, STEVE	PV-210116	8/3/2020		ST-AUG20		010-11000-0-11100-10000-43000-0-0000	\$17.99		
								\$1,997.99		

013111	TULARE CO. OFFICE OF EDUCATION	PV-210117	7/20/2020		210052		010-00000-0-00000-71500-58000-0-0000	\$26.91		
								\$26.91		

013770	ULINE SHIPPING SUPPLIES	PV-210118	8/3/2020		122745558		010-00000-0-00000-72000-44000-0-0000	\$481.83		
								\$26.91		

								\$26.91		
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 Batch No 337

Vendor No.	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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013722	VAST NETWORKS	PV-210120	8/1/2020		23054		010-00000-0-00000-72000-59000-0-0000 INTERNET CONNECTION	\$52.50		
	VAST NETWORKS		8/1/2020		23054		010-00000-0-00000-27000-59000-0-0000	\$122.50		
								Total Check Amount:		
								\$481.83		

006227	WEISENBERGERS ACE HARDWARE	PV-210121	7/31/2020		58867		010-81500-0-00000-81100-43000-0-0000 MAINTENANCE SUPPLIES	\$58.53		
								Total Check Amount:		
								\$58.53		

013652	ZOOM IMAGING SOLUTIONS, INC	PV-210122	4/3/2020		C-2206486-Z		010-11000-0-11100-10000-58000-0-0000 CONTRACT	\$629.88		
								Total Check Amount:		
								\$629.88		

Vendor No Vendor Name Reference Number Invoice Date PO # Invoice No Separate Check Account Code Batch No 337 Audit Flag EFT

Total District Payment Amount: \$94,562.83

*** FINAL ***

49 Sunnyside Union Elementary School I

Tulare County Office of Education

8/5/2020
10:19:13AM

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Accounts Payable Final Prelist - 8/5/2020 10:19:13AM

*** FINAL ***
Batch No 337

Vendor No Vendor Name

Reference Invoice
Number Date

PO # Invoice No

Separate
Check Account Code


Total Accounts Payable:

Amount Flag EFT
Audit

Batch No 337

\$94,562.83

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 94,562.83 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

Date

Fund Summary	Total
010	\$94,286.55
130	\$276.28
Total	\$94,562.83

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Tulare County Office of Education
Accounts Payable Final Prelist - 8/13/2020 10:54:06AM

8/13/2020
 10:54:06AM

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*** FINAL ***

Batch No 338

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013718	A T & T MOBILITY - ROC	PV-210174	8/1/2020		287295413373		010-00000-0-00000-72000-59000-0-0000	\$120.68		
	A T & T MOBILITY - ROC		8/1/2020		287295413373		010-00000-0-00000-27000-59000-0-0000	\$281.59		
								\$402.27		
013371	A.C.S.A.	PV-210128	7/1/2020		000-981130		010-00000-0-00000-71500-53000-0-0000	\$220.00		
	A.C.S.A.	PV-210173	8/1/2020		103868		010-00000-0-00000-71500-53000-0-0000	\$111.24		
	A.C.S.A.		8/1/2020		103868		010-00000-0-00000-72000-53000-0-0000	\$188.50		
								\$519.74		
013882	ADRIANNA AMBRIZ	PV-210131	8/7/2020		AA-AUG20		010-00000-0-11100-10000-43000-0-0000	\$98.00		
								\$98.00		
013744	ALVAREZ, NORMA	PV-210171	8/4/2020		NA-AUG20		120-61050-0-00010-10000-43000-0-0000	\$119.54		
								\$119.54		
014006	AMAZON	PV-210129	8/9/2020		174N-VTFC-P3KX		010-32200-0-11100-10000-43000-0-0000	\$692.82		
	AMAZON	PV-210130	8/5/2020		1YDR-VWHG-76HP		010-32200-0-11100-10000-43000-0-0000	\$1,206.39		
	AMAZON	PV-210150	8/11/2020		14PR-3YGG-YKQO		010-32200-0-11100-10000-43000-0-0000	\$204.84		
	AMAZON	PV-210161	8/10/2020		16V7-C3L9-9RLV		010-00000-0-00000-81000-43000-0-0000	\$43.04		
	AMAZON	PV-210167	8/10/2020		1P7G-7TF9-D113		010-32200-0-11100-10000-43000-0-0000	\$322.00		
								\$2,469.09		
013991	BSN SPORTS	PV-210152	8/5/2020		909577183		010-00000-0-11100-10000-43000-0-0000	\$2,977.00		
								\$2,977.00		
								\$2,977.00		

*** FINAL ***
 Batch No 338
 Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013864	DEMERATH, EILEEN	PV-210163	8/2/2020	210010	ED-AUG20		010-11000-0-11100-10000-43000-0-0000 CLASSROOM SUPPLIES	\$282.73		
							Total Check Amount:	\$282.73		
014005	EDUCREATIONS	PV-210154	7/23/2020		0000594		010-32200-0-11100-10000-58000-0-0000 DISTANCE LEARNING	\$1,945.00		
							Total Check Amount:	\$1,945.00		
013795	FRONTIER COMMUNICATIONS	PV-210170	8/1/2020		55956817410615765		010-00000-0-00000-81000-59000-0-0000 PHONE CHARGES	\$271.08		
							Total Check Amount:	\$271.08		
013791	GUJARDO, MIGUEL	PV-210148	8/11/2020		MG-AUG20		010-00000-0-11100-10000-43000-0-0000 MILEAGE AND SCHOOL SUPPLIES	\$81.43		
							Total Check Amount:	\$81.43		
	GUJARDO, MIGUEL		8/11/2020		MG-AUG20		010-00000-0-00000-81000-52000-0-0000	\$76.47		
							Total Check Amount:	\$157.90		
014004	HUBERT COMPANY LLC	PV-210132	7/31/2020		210022 100408		130-53100-0-00000-37000-44000-0-0000 CAFETERIA ICE MACHINE	\$2,790.73		
							Total Check Amount:	\$2,790.73		
013904	KEY EVIDENCE LOCK & SAFE	PV-210157	8/3/2020		127832		010-07200-0-00000-81000-58000-0-0502 CYBER LOCK WEB HOSTING	\$500.00		
							Total Check Amount:	\$500.00		
013522	LOWES	PV-210153	8/2/2020		98005439769		010-81500-0-00000-81100-43000-0-0000 MAINTENANCE SUPPLIES	\$1,823.04		
							Total Check Amount:	\$1,823.04		
013685	MATA, DIANA	PV-210165	7/30/2020		DM-JUL20		010-90271-0-81000-59000-43000-0-1822 VROOM SUPPLIES	\$110.63		
							Total Check Amount:	\$110.63		
013377	MEDICAL BILLING TECHNOLOGIES	PV-210160	8/4/2020		AR-32066		010-00008-0-00000-31400-58000-0-0000 INVOICE PREPARATION	\$250.00		
							Total Check Amount:	\$250.00		

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
012992	MIRANDA, RICHARD	PV-210162	8/9/2020		RM-AUG20		010-00000-0-11100-10000-43000-0-0000	\$45.55		
								Total Check Amount:		
								\$250.00		
012703	PEACOCKS SELLA-VAK	PV-210172	8/12/2020		023274		010-00000-0-00000-81000-43000-0-0000	\$109.43		
								Total Check Amount:		
								\$45.55		
012047	PTNEY BOWES	PV-210158	7/30/2020		8000900001096811		010-00000-0-00000-72000-59000-0-0000	\$503.50		
								Total Check Amount:		
								\$109.43		
013820	PSW	PV-210155	8/11/2020		109060		010-30100-0-00000-24950-58000-0-0000	\$133.83		
								Total Check Amount:		
								\$503.50		
013575	ROCKFORD SCHOOL DISTRICT	PV-210156	8/7/2020		INSURANCE		010-00000-0-11100-10000-34010-0-0000	\$1,800.00		
								Total Check Amount:		
								\$133.83		
013392	SOUTHWEST SCHOOL & OFFICE	PV-210134	7/27/2020		PINW0719290		010-32100-0-11100-10000-43000-0-0000	\$134.69		
								Total Check Amount:		
								\$1,800.00		
								\$134.69		
								\$866.31		
								\$230.81		
								\$230.81		
								\$106.61		
								\$44.02		
								\$229.56		
								\$249.73		
								\$85.49		
								\$115.48		
								Total Check Amount:		
								\$2,293.51		

Vendor No Vendor Name Reference Number Invoice Date PO # Invoice No Separate Check Account Code Amount Flag EFT

012474 SYSCO FOOD SERVICES OF MODESTO PV-210144 8/6/2020 284498960 130-53100-0-00000-37000-47000-0-0000 CAFETERIA FOOD \$979.71

013835 Tallentco, Dena PV-210145 8/10/2020 DT-AUG20 010-11000-0-11100-10000-43000-0-0000 SCHOOL SUPPLIES Total Check Amount: \$979.71

Tallentco, Dena PV-210166 8/10/2020 DT-AUG20 010-11000-0-11100-10000-43000-0-0000 SCHOOL SUPPLIES \$17.34

013911 Taylor Brothers, Inc DBA Res C PV-210133 8/1/2020 1851533 010-00000-0-00000-81000-58000-0-0000 SPRAY SERVICE Total Check Amount: \$30.45

Taylor Brothers, Inc DBA Res C 8/1/2020 1851533 130-53100-0-00000-37000-58000-0-0000 Total Check Amount: \$71.18

013994 T-MOBILE PV-210168 8/1/2020 969874376 010-32200-0-11100-10000-58000-0-0000 HOT SPOTS Total Check Amount: \$3.82

013654 TOSHIBA FINANCIAL SERVICES PV-210169 7/31/2020 420612715 010-11000-0-11100-10000-56000-0-0000 CONTRACT PAYMENT Total Check Amount: \$1,045.16

013629 TOTAL COMPENSATIONS SYSTEMS IN PV-210159 8/5/2020 8392 010-00000-0-00000-72000-58000-0-0000 GASB75 VALUATION SERVICES Total Check Amount: \$1,081.84

013726 TREDWAY, JOSHUA PV-210149 8/7/2020 JT-AUG20 010-00000-0-11100-10000-43000-0-0000 SCHOOL SUPPLIES Total Check Amount: \$1,935.00

013197 TSUBOI, STEVE PV-210146 8/7/2020 ST-AUG20 010-32200-0-11100-10000-44000-0-0000 SCHOOL SUPPLIES Total Check Amount: \$87.94

TSUBOI, STEVE PV-210164 7/23/2020 ST-JUL20 010-11000-0-11100-10000-43000-0-0000 SCHOOL SUPPLIES Total Check Amount: \$944.54

TSUBOI, STEVE PV-210164 7/23/2020 ST-JUL20 010-11000-0-11100-10000-43000-0-0000 SCHOOL SUPPLIES Total Check Amount: \$39.33

Total Check Amount: \$983.87

49 Sunnyside Union Elementary School I

Tulare County Office of Education

Accounts Payable Final Prelist - 8/13/2020 10:54:06AM

8/13/2020
10:54:06AM

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*** FINAL ***
Batch No 338

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
Total District Payment Amount: \$27,143.86										

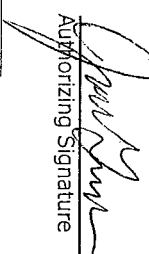
Total District Payment Amount:

\$27,143.86

Vendor No Vendor Name Reference Number Invoice Date PO # Invoice No Separate Check Account Code Amount Flag EFT

Batch No 338 Total Accounts Payable: \$27,143.86

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 27,143.86 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
 8/13/20 Date

Fund Summary	Total
010	\$22,436.65
120	\$119.54
130	\$4,587.67
Total	\$27,143.86



SUNNYSIDE UNION SCHOOL DISTRICT

21644 Avenue 196 - Strathmore, California 93267 - (P) 559-568-1741 - www.sunnysideunion.com

AGENDA ITEM SUMMARY SHEET

Agenda Heading

- Closed Session
- Acknowledgement and Reports
- Routine Matters – Consent Calendar
- Information and Discussion
 - Business
 - Maintenance, Operations, and Transportation
 - Instruction
 - Board
- Local Control Accountability Plan
- Action Items

Agenda Item: IX. 1. c. General Business, Approve Minutes from August 4, 2020, Governing Board Meeting

Date: September 8, 2020

Presented By: Jeannette Torres-Marquez

Attachments: Yes No

Summary

The attached board meeting minutes are from the board meeting held on August 4, 2020. The notes on the minutes are from the information gathered during the board meeting.

Board of Trustee: Kimberly Brazier | Humberto Cardenas | Schuyler Glover | Andy Manning | Humberto Quezada
Administration: Steve Tsuboi, Superintendent-Principal | Jody Gunderman, Vice Principal-Categorical Manager
 Candy Alari, Business Manager | Jeannette Torres-Marquez, Administrative Secretary



Sunnyside Union Elementary School
Governing Board Minutes
August 4, 2020
6:02 pm – Multi-Purpose Room/Auditorium

- I. CALL TO ORDER AT 6:21 PM
 - A. Attendees
Board of Education Present: Humberto Cárdenas, Humberto Quezada, Andy Manning, Kimberly Braziel, Schuyler Glover

- II. ADA ACCOMMODATIONS REQUIREMENT
 - A. All Accommodation Meet
 - B. All Accommodation Meet

- III. GENERAL BUSINESS
 - A. Pledge of Allegiance – Humberto Cárdenas
 - B. Welcome – Pam Hulse, Theresa Armas, Carlos Kimball, Angie Shimer, Rosa Gomez, Neil Merzoian, Yesica Badolla
 - C. Approve the Agenda of the August 4, 2020, Regular Board Meeting
Motion by: Schuyler Glover
Second by: Kimberly Braziel
Votes: 5-0

- IV. ADJOURN TO CLOSED SESSION (Read Items Below)
 - A. Conference with Labor Negotiators (Government Code 54957.6) with the following:
 - a. CTA/Sunnyside Teacher Association
 - b. CSEA Chapter 675
 - c. Unrepresented Group
 - d. Administrative Team

- V. ADJOURN TO CLOSED SESSION AT: 6:04 PM

- VI. RECONVENE TO OPEN SESSION 7:19 PM
 - A. Report of Action Taken in Closed Session (if any) NO ACTION

- VII. PUBLIC COMMENTS – Theresa Armas briefly expressed her opinion on the concerns with Sunnyside teachers teaching at school versus teaching from home, especially those teachers with school-age children at home. She felt that they had shown their ability to teach from home based on their distance teaching since the beginning of March 2020, when distance learning began. Pam Hulse briefly expressed her opinion and concerns with some teachers not being able to find reliable childcare before school starts. She also felt that the teachers have worked hard during the beginning of distance learning and can continue the same quality of teaching. Neil Merzoian briefly expressed his concerns, especially with his family's dilemma of their child being home alone without parental guidance. The Board indicated that the issue would be revisited in 30 days.

- VIII. ACKNOWLEDGMENTS AND REPORTS
 - A. Acknowledgments
 - B. Reports
 - a. Staff Reports – None
 - b. Vice Principal – Mrs. Gunderman briefly explained to the Board after being off for two weeks, she is back and ready for a new school year. I am currently working with the preschool's distance learning curriculum so that we are prepared for the first day of preschool.
 - c. Superintendent/Principal Report - Mr. Tsuboi let the Board know that all of his reports were in the board packet.

IX. ROUTINE MATTERS – ACTION REQUIRED

A. Consent Calendar

- a. Approve payroll for June 2020 - \$255,935.17
 - b. Approve payroll for July 2020 - \$99,591.04
 - c. the Pay Vouchers/Purchase Orders for June 8th and 15th of 2020 – Numbering from 210001 – 210068, totaling \$174959.81
 - d. Approve June 23, 2020, Governing Board Meeting Minutes
 - e. Approve July 21, 2020, Special Governing Board Meeting Minutes
- Motion by: Schuyler Glover
Second by: Humberto Quezada
Votes: 5-0

X. PUBLIC HEARING AND COMMENT

- A. Declare a Notice of Public Hearing for Sufficient Text Books or Instructional Material for the 2020-2021 School Year Posted July 30, 2020. The public notice statement was read aloud to the audience by Humberto Cárdenas, the Board President.
- B. Hearing and public comment regarding the Sunnyside Faculty Association’s initial proposal to the District regarding certificated unit collective bargaining agreement negotiations, 2020-2021. The public notice statement was read aloud to the audience by Humberto Cárdenas, the Board President.
- C. Hearing and public comment regarding the District’s initial proposal to the Sunnyside Faculty Association regarding certificated unit collective bargaining agreement negotiations, 2020-2021. The public notice statement was read aloud to the audience by Humberto Cárdenas, the Board President.

XI. INFORMATION AND DISCUSSION

A. Local Control Accountability Plan &

- a. Suspension of the 2020-2021 Local Control Accountability Plan. Mr. Tsuboi briefly explained to the Board that we would track expenses and money spent on supplemental.
- b. Preliminary review of the Learning Continuity Attendance Plan. Mr. Tsuboi briefly explained to the Board that this is in place of the LCAP, which is the same acronym. The plan will consist of stakeholder engagement and feedback for input in the plan. Accountability for AB – Hybrid – distance learning, the monitoring of Internet to all families, Service to Preschool, Pupil Participation Progress, Attendance Marking, and Zoom Scoring. The plan should be ready for approval by the end of September based on the County and State.
- c. Supplemental and Concentration Grant Funding for 2020-2021

B. Business Services Mr. Tsuboi provided the Board with a hand-out for this section; see board packet file.

- a. Preliminary review and discussion of the Learning Loss Mitigation (LLM) and Coronavirus Relief Funds (CRF).
- b. Review of the Learning Loss Mitigation (LLM) Funding – State Contribution Prop 98.
- c. Review of the Learning Loss Mitigation (LLM) Funding Governor’s Emergency Education Relief (GEER)

C. Instructional Services

- a. Overview of the Sunnyside Distance Learning Program. Mr. Tsuboi briefly explained to Board the requirements for distance learning and the required minutes for instruction to meet the distance learning regulations. For kindergarten, the minutes are 180, for first grade is 230, and second through eighth is 240.
- b. Professional Development & Planning for July 2020.
- c. Review of Distance Grading Requirements for the 2020-2021 school year. Mr. Tsuboi briefly explained to the Board that the grading procedure would remain the same.
- d. Update on Technology and Internet Connectivity for the upcoming Distance Learning Program. Mr. Tsuboi briefly explained to the Board that we were unable to connect 20 students. We currently have 58 hotspots and are prepared to purchase 20 more. Porterville Unified School District offered us the ability to hook up to their tower with a fee. We are waiting to see what the cost will be once they figure it out.

D. Maintenance, Operations, and Transportation

- a. Transportation

- i. Information on the Annual Highway Patrol inspection of the Buses and Driver Requirements. **Mr. Tsuboi briefly explained to Board that the Annual Highway Patrol inspection went well. All of the employee's paperwork and timesheet were good, and all of the buses passed.**
 - b. Board Information
 - i. Information on how to update your policies. **Mr. Tsuboi briefly explained to the Board that the provided information is for when we get back on track with board policies.**
- E. MOT COVID – 19
 - a. Discussion of Employee Work Hours and Teleworking during Distance Learning Program. **Mr. Tsuboi briefly updated the Board on the work times and telework times during distance learning.**
 - b. Discussion and information on Leaves and Child Care during the COVID-19 Pandemic. **Mr. Tsuboi briefly explained to the Board what happens if someone gets the virus and what type of leave employees can take. The handbook outlines structure.**

XII. NEW BUSINESS

- A. Approve the Budget revision for 2019-2020 School Year. **Mrs. Alari provided the Board with the budget revision report and briefly went over the budget with the Board; see board packet file.**
 Motion by: Schuyler Glover
 Second by: Kimberly Braziel
 Votes: 5-0
- B. Approve the budget revision for the 2020-2021 school year. **Mrs. Alari provided the Board with the budget revision report and briefly went over the budget with the Board; see board packet file.**
 Motion by: Kimberly Braziel
 Second by: Andy Manning
 Votes: 5-0
- C. Approve the 2020 Biennial Notice. **Mrs. Torres-Marquez briefly explained to the Board that the form is an annual document that needs to be approved do to the Conflict of Interest procedure.**
 Motion by: Schuyler Glover
 Second by: Andy Manning
 Votes: 3-0
- D. Approve Resolution 367, In the Matter of the Board of Education of the Sunnyside Union School District Ordering an Election to Authorize the Issuance of School bonds, Establishing Specifications of the Election Order and Requesting Consolidation with Other Elections Occurring on November 3, 2020.
 Motion by: Kimberly Braziel
 Second by: Schuler Glover
 Votes: 5-0
- E. Approve Legal Services Agreement, By and Between The Sunnyside Union School District and Jones Hall, a Professional Law Corporation, for Bond Counsel and Disclosure Counsel Services in Connection with General Obligation Bond Proceedings.
 Motion by: Schuyler Glover
 Second by: Kimberly Braziel
 Votes: 5-0
- F. Approve Resolution Number 36, In the Matter of Levying Inflation Adjustment for Fees on Residential, Commercial and Industrial Development to Fund the Construction or Reconstruction of School Facilities, for the Porterville Unified School District. **Mrs. Torres-Marquez briefly explained to the Board that the resolution is an annual document that pertains to the developer fees we receive from PUSD.**
 Motion by: Humberto Quezada
 Second by: Andy Manning
 Votes: 5-0

- G. Approve contractual services with Project Consulting Adjunct Staff 4 Education, Inc. for Category 1 Contract Agreement, Year 21 – Fiscal Year 2017. Mr. Tsuboi explained to the Board that the agreement is an annual document that needs approval.
 Motion by: Schuyler Glover
 Second by: Humberto Quezada
 Votes: 5-0
- H. Approve Letter of Agency with Project consulting Adjunct Staff 4 Education, Inc. for 2021-2022. Mr. Tsuboi explained to the Board that the letter pertains to the item G.
 Motion by: Andy Manning
 Second by: Humberto Quezada
 Votes: 5-0
- I. Approve 470 Posting Request for E-Rate Funding Year 2021. Mr. Tsuboi let the Board know that the posting pertains to items G and H.
 Motion by: Schuyler Glover
 Second by: Andy Manning
 Votes: 5-0
- J. Approve Resolution Number 368, In the Matter of Authorizing Inter-fund Transfers In Accordance with the Budget.
 Motion by: Schuyler Glover
 Second by: Kimberly Braziel
 Votes: 5-0
- K. Approve Resolution Number 369, In the Matter of Authorizing Inter-fund Loan for Cash Flow Purposes.
 Motion by: Andy Manning
 Second by: Humberto Quezada
 Votes: 5-0
- L. Approve the 2020-2021 Consolidated Application.
 Motion by: Schuyler Glover
 Second by: Humberto Quezada
 Votes: 5-0
- M. Approve Reopening Guidelines and Procedures Handbook for staff and parents.
 Motion by: Schuyler Glover
 Second by: Andy Manning
 Votes: 5-0
- N. Approve the revised Dress code to reflect online learning and facial coverings for the 2020-2021 school year. Mr. Tsuboi briefly explained to the Board that the only change was adding a mask to the dress code policy.
 Motion by: Humberto Quezada
 Second by: Kimberly Braziel
 Votes: 5-0
- O. Discussion and approval of 8th Grade graduation requirements. Mr. Tsuboi briefly explained to the Board that he added attendance for distance learning.
 Motion by: Humberto Quezada
 Second by: Andy Manning
 Votes: 5-0
- P. Discussion and approval updated Injury Illness Prevention Program (IIPP), including COVID-19.
 Motion by: Schuyler Glover
 Second by: Andy Manning
 Votes: 5-0

- Q. Approve dates for Special Board Meetings for August 2020 and September 2020. The Board agreed to a special board meeting on August 25, 2020.
Motion by: Schuyler Glover
Second by: Humberto Quezada
Votes: 5-0
 - R. Approve Memorandum of Understanding with Sunnyside Teachers Association for Distance Learning Reopening 2020-2021. TABLED
 - S. Approve Memorandum of Understanding CSEA Chapter 675 Regarding Return Impacts and the Effects on the Bargaining Unit. TABLED
- XIII. NEXT REGULAR SCHEDULED BOARD MEETING (INFORMATION ONLY)
- A. Regular Board Meeting September 8, 2020 (6:00 PM)
- XIV. ADJOURNMENT AT 8:37 PM

Respectfully Submitted,

Andy Manning, Clerk



SUNNYSIDE UNION SCHOOL DISTRICT

21644 Avenue 196 - Strathmore, California 93267 - (P) 559-568-1741 - www.sunnysideunion.com

AGENDA ITEM SUMMARY SHEET

Agenda Heading

- Closed Session
- Acknowledgement and Reports
- Routine Matters – Consent Calendar
- Information and Discussion

- Business
- Maintenance, Operations, and Transportation
- Instruction
- Board

- Local Control Accountability Plan
- Action Items

Agenda Item: XI. 1. Approve the Budget Revision for the 2019-2020 SY

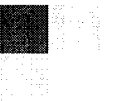
Date: September 8, 2020

Presented By: Candy Alari

Attachments: Yes No

Summary:

Board of Trustee: Kimberly Braziel | Humberto Cardenas | Schuyler Glover | Andy Manning | Humberto Quezada
Administration: Steve Tsuboi, Superintendent-Principal | Jody Gunderman, Vice Principal-Categorical Manager
 Candy Alari, Business Manager | Jeannette Torres-Marquez, Administrative Secretary



Budget Revision Report

49 Sunnyside Union Elementary School I
 Fiscal Year: 2020
 Bdg Revision Final

BGR030
 sunnyside
 9/2/2020
 3:20:56PM

Control Number: 90255254

		Approved / Revised	Change Amount	Proposed Budget
Fund: 0100 General Fund				
Revenues				
LCFF Sources	010-14000-0-00000-00000-80190-0-0000	\$0.00	\$4,188.00	\$4,188.00
		Total:	\$4,188.00	\$4,188.00
Total Revenues				
		\$0.00	\$4,188.00	\$4,188.00
Expenditures				
Certificated Salaries				
	010-14000-0-11100-10000-11000-0-0000	\$300,000.00	(\$111,656.00)	\$188,344.00
		Total:	(\$111,656.00)	\$188,344.00
Employee Benefits				
	010-14000-0-11100-10000-31010-0-0000	\$51,300.00	(\$19,093.18)	\$32,206.82
	010-14000-0-11100-10000-33013-0-0000	\$4,350.00	(\$1,619.01)	\$2,730.99
	010-14000-0-11100-10000-35010-0-0000	\$150.00	(\$56.04)	\$93.96
	010-14000-0-11100-10000-36010-0-0000	\$6,032.70	(\$2,245.29)	\$3,787.41
	010-14000-0-11100-10000-37010-0-0000	\$5,893.50	(\$2,193.48)	\$3,700.02
		Total:	(\$25,207.00)	\$42,519.20
Services, Other Operating Expenses				
	010-00000-0-11100-10000-57103-0-0000	\$4,500.00	(\$1,745.71)	\$2,754.29
	010-07230-0-00000-36000-57103-0-0000	\$6,556.13	(\$13,112.26)	(\$6,556.13)
		Total:	(\$14,857.97)	(\$3,801.84)
Total Expenditures		\$378,782.33	(\$151,720.97)	\$227,061.36
Budgeted Unappropriated Fund Balance before this adjustment:				
			\$1,487,103.34	
Total Adjustment to Unappropriated Fund Balance:				
			\$155,908.97	
Budgeted Unappropriated Fund Balance after this adjustment:				
			\$1,643,012.31	

49 Sunnyside Union Elementary School I
 Fiscal Year: 2020
 Bdg Revision Final

Budget Revision Report

BGR030 9/2/2020
 sunnyside 3:20:56PM
 Control Number: 90255254

Account Classification		Approved / Revised	Change Amount	Proposed Budget
Fund:	1200 Child Development Fund			
Expenditures				
	Services, Other Operating Expenses			
	120-61050-0-00010-10000-57500-0-0000	\$7,500.00	(\$4,420.00)	\$3,080.00
	Total:	\$7,500.00	(\$4,420.00)	\$3,080.00
Total Expenditures		\$7,500.00	(\$4,420.00)	\$3,080.00
Budgeted Unappropriated Fund Balance before this adjustment:				
Total Adjustment to Unappropriated Fund Balance:				
Budgeted Unappropriated Fund Balance after this adjustment:				

\$3,879.78

\$4,420.00

\$8,299.78

49 Sunnyside Union Elementary School I
Fiscal Year: 2020
Bdg Revision Final

Budget Revision Report

BGR030
sunnyside
9/2/2020
3:20:56PM

Control Number: 90255254

Account Classification

Approved / Revised

Change Amount

Proposed Budget

At a meeting of the school board on _____, the
board approved the above budget account lines change to those
amounts indicated in the proposed budget column.

Authorized by: _____

(County Office Use Only)
Updated at County Office on ____/____/____ by _____



SUNNYSIDE UNION SCHOOL DISTRICT

21644 Avenue 196 - Strathmore, California 93267 - (P) 559-568-1741 - www.sunnysideunion.com

AGENDA ITEM SUMMARY SHEET

Agenda Heading

- Closed Session
- Acknowledgement and Reports
- Routine Matters – Consent Calendar
- Information and Discussion
 - Business
 - Maintenance, Operations, and Transportation
 - Instruction
 - Board
- Local Control Accountability Plan
- Action Items

Agenda Item: XI. 2. Approve the Budget Revision for the 2020-2021 SY

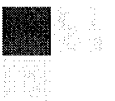
Date: September 8, 2020

Presented By: Candy Alari

Attachments: Yes No

Summary:

Board of Trustee: Kimberly Braziel | Humberto Cardenas | Schuyler Glover | Andy Manning | Humberto Quezada
Administration: Steve Tsuboi, Superintendent-Principal | Jody Gunderman, Vice Principal-Categorical Manager
 Candy Alari, Business Manager | Jeannette Torres-Marquez, Administrative Secretary



Budget Revision Report

49 Sunnyside Union Elementary School I
 Fiscal Year: 2021
 Bdg Revision Final

BGR030
 sunnyside
 9/2/2020
 3:19:58PM

Control Number: 90255196

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Fund: 0100 General Fund			
Revenues			
LCFF Sources			
010-00000-0-00000-00000-80110-0-0000	\$3,219,641.00	(\$356,511.00)	\$2,863,130.00
010-14000-0-00000-00000-80120-0-0000	\$281,332.00	\$356,511.00	\$637,843.00
Total:	\$3,500,973.00	\$0.00	\$3,500,973.00
Total Revenues	\$3,500,973.00	\$0.00	\$3,500,973.00
Expenditures			
Certificated Salaries			
010-32200-0-11100-10000-11000-0-0000	\$85,266.00	\$5,690.00	\$90,956.00
Total:	\$85,266.00	\$5,690.00	\$90,956.00
Classified Salaries	\$0.00	\$5,000.00	\$5,000.00
010-32100-0-00000-81000-22000-0-0000	\$0.00	\$5,000.00	\$5,000.00
Total:	\$0.00	\$5,000.00	\$5,000.00
Employee Benefits	\$0.00	\$1,035.00	\$1,035.00
010-32100-0-00000-81000-32020-0-0000	\$0.00	\$1,035.00	\$1,035.00
010-32100-0-00000-81000-33022-0-0000	\$0.00	\$310.00	\$310.00
010-32100-0-00000-81000-33023-0-0000	\$0.00	\$73.00	\$73.00
010-32100-0-00000-81000-35020-0-0000	\$0.00	\$3.00	\$3.00
010-32100-0-00000-81000-36020-0-0000	\$0.00	\$106.50	\$106.50
010-32100-0-00000-81000-37020-0-0000	\$0.00	\$116.00	\$116.00
010-32200-0-11100-10000-31010-0-0000	\$13,770.46	\$919.54	\$14,690.00
010-32200-0-11100-10000-33012-0-0000	\$0.00	\$1,000.00	\$1,000.00
010-32200-0-11100-10000-33013-0-0000	\$1,236.36	\$82.64	\$1,319.00
010-32200-0-11100-10000-35010-0-0000	\$42.63	\$3.37	\$46.00
010-32200-0-11100-10000-36010-0-0000	\$1,816.20	\$123.80	\$1,940.00
010-32200-0-11100-10000-37010-0-0000	\$1,977.99	\$132.01	\$2,110.00
010-74150-0-00000-27000-33022-0-0000	\$94.06	(\$94.06)	\$0.00
010-74150-0-00000-27000-33023-0-0000	\$22.00	(\$22.00)	\$0.00
010-74150-0-00000-27000-35020-0-0000	\$0.76	(\$0.76)	\$0.00

Budget Revision Report

Control Number: 90255196

Account Classification	Approved / Revised	Change Amount	Proposed Budget
010-74150-0-00000-27000-36020-0-0000	\$34.25	(\$34.25)	\$0.00
010-74150-0-00000-27000-37020-0-0000	\$34.30	(\$34.30)	\$0.00
010-74150-0-00000-37000-33022-0-0000	\$66.19	(\$66.19)	\$0.00
010-74150-0-00000-37000-33023-0-0000	\$15.48	(\$15.48)	\$0.00
010-74150-0-00000-37000-35020-0-0000	\$0.53	(\$0.53)	\$0.00
010-74150-0-00000-37000-36020-0-0000	\$24.11	(\$24.11)	\$0.00
010-74150-0-00000-37000-37020-0-0000	\$24.14	(\$24.14)	\$0.00
010-74150-0-00000-81000-33022-0-0000	\$156.87	(\$156.87)	\$0.00
010-74150-0-00000-81000-33023-0-0000	\$36.69	(\$36.69)	\$0.00
010-74150-0-00000-81000-35020-0-0000	\$1.27	(\$1.27)	\$0.00
010-74150-0-00000-81000-36020-0-0000	\$57.12	(\$57.12)	\$0.00
010-74150-0-00000-81000-37020-0-0000	\$57.21	(\$57.21)	\$0.00
010-74150-0-00010-10000-33022-0-0000	\$417.45	(\$417.45)	\$0.00
010-74150-0-00010-10000-33023-0-0000	\$97.63	(\$97.63)	\$0.00
010-74150-0-00010-10000-35020-0-0000	\$3.37	(\$3.37)	\$0.00
010-74150-0-00010-10000-36020-0-0000	\$152.02	(\$152.02)	\$0.00
010-74150-0-00010-10000-37020-0-0000	\$152.24	(\$152.24)	\$0.00
010-74150-0-11100-10000-33022-0-0000	\$998.10	(\$998.10)	\$0.00
010-74150-0-11100-10000-33023-0-0000	\$233.45	(\$233.45)	\$0.00
010-74150-0-11100-10000-35020-0-0000	\$8.04	(\$8.04)	\$0.00
010-74150-0-11100-10000-36020-0-0000	\$363.48	(\$363.48)	\$0.00
010-74150-0-11100-10000-37020-0-0000	\$364.01	(\$364.01)	\$0.00
Total:	\$22,258.41	\$490.09	\$22,748.50
Books and Supplies			
010-00000-0-00000-73000-44000-0-0000	\$0.00	\$1,400.00	\$1,400.00
010-07200-0-00000-24950-43000-0-0502	\$5,000.00	(\$5,000.00)	\$0.00
010-07200-0-00000-81000-43000-0-0502	\$0.00	\$5,000.00	\$5,000.00
010-32150-0-11100-10000-43000-0-0000	\$5,000.00	(\$5,000.00)	\$0.00
010-32150-0-11100-10000-44000-0-0000	\$5,580.00	(\$5,580.00)	\$0.00
010-32200-0-11100-10000-42000-0-0000	\$0.00	\$5,000.00	\$5,000.00
010-32200-0-11100-10000-43000-0-0000	\$58,983.00	\$2,953.00	\$61,936.00
010-32200-0-11100-10000-44000-0-0000	\$119,386.75	\$40,934.25	\$160,321.00
010-63000-0-11100-10000-41000-0-0000	\$0.00	\$4,000.00	\$4,000.00
010-63000-0-11100-10000-42000-0-0000	\$3,000.00	(\$2,500.00)	\$500.00

Budget Revision Report

Control Number: 90255196

Account Classification	Approved / Revised	Change Amount	Proposed Budget
010-63000-0-11100-10000-43000-0-0000	\$5,000.00	(\$1,500.00)	\$3,500.00
Total:	\$201,949.75	\$39,707.25	\$241,657.00
Services, Other Operating Expenses			
010-00000-0-00000-73000-52000-0-0000	\$3,100.00	(\$1,400.00)	\$1,700.00
010-07200-0-00000-24950-58000-0-0502	\$10,000.00	(\$8,729.50)	\$1,270.50
010-07200-0-00000-81000-58000-0-0502	\$0.00	\$10,000.00	\$10,000.00
010-32100-0-11100-10000-58000-0-0000	\$40,000.00	(\$6,665.50)	\$33,334.50
010-32150-0-11100-10000-58000-0-0000	\$0.00	\$10,580.00	\$10,580.00
010-32200-0-11100-10000-58000-0-0000	\$62,726.00	(\$35,821.00)	\$26,905.00
Total:	\$115,826.00	(\$32,036.00)	\$83,790.00

Total Expenditures Budgeted Unappropriated Fund Balance before this adjustment: \$425,300.16

Total Adjustment to Unappropriated Fund Balance: (\$18,851.34)

Budgeted Unappropriated Fund Balance after this adjustment: \$1,665,296.28

Budget Revision Report

BGR030
sunnyside

9/2/2020
3:19:58PM

Control Number: 90255196

Account Classification

Approved / Revised

Change Amount

Proposed Budget

At a meeting of the school board on _____, the
board approved the above budget account lines change to those
amounts indicated in the proposed budget column.

Authorized by: _____

(County Office Use Only)
Updated at County Office on ___/___/___ by _____

**BEFORE THE GOVERNING BOARD
OF THE SUNNYSIDE UNION SCHOOL DISTRICT
TULARE COUNTY, CALIFORNIA**

In the Matter of Determining that Pupils Have
Sufficient Textbooks or Instructional Materials for
the 2020-2021 School Year

RESOLUTION NO. 370

RECITALS:

1. Education Code section 60119 establishes requirements that this Board must meet in order for the District to be eligible to receive funds for instructional materials from any state source.
2. The Board is required to hold a public hearing or hearings to make a determination, by resolution, as to whether or not each pupil in each school in the District has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted by the State Board of Education.
3. Education Code section 60119, subdivision (c)(1), defines sufficient textbooks or instructional materials to mean that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home, although this does not require two sets of textbooks or instructional materials for each pupil.
4. Education Code section 60119, subdivision (c)(1), provides that materials may be in a digital format as long as each pupil, at a minimum, has and can access the same materials in the class and to take home, as all other pupils in the same class or course in the District and has the ability to use and access them at home.
5. Photocopied sheets from only a portion of a textbook or instructional materials are not considered sufficient textbooks or instructional materials.
6. The public hearing shall take place on or before the eighth week from the first day pupils attend school for that year. A District that operates schools on a multi-track, year-round calendar shall hold the hearing on or before the end of the eighth week from the first day pupils attend school for that year on any tracks that begin in a school year in August or September.
7. The Board is required to provide ten (10) days' notice of the public hearing or hearings and the notice shall contain the time, place, and purpose of the hearing and shall be posted in three (3) public places in the District.
8. The Board shall encourage the participation of parents, teachers and members of the community interested in the affairs of the District, and bargaining unit leaders.
9. The hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the District and shall not take place during or immediately following school hours.
10. The Board held a properly noticed public hearing that met the foregoing requirements on September 8, 2020 at 6:00 a.m.

NOW, THEREFORE BE IT RESOLVED, as follows:

1. The above recitals are true and correct.
2. The Board determines that the District has provided each pupil with sufficient textbooks or instructional materials, or both, on the basis that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home that are aligned to the content standards adopted by the State Board of Education in each of the following subjects:
 - a. Mathematics: (K-8th- Houghton Mifflin GO Math!, Adoption year 2016) and supplementary materials from Scholastic Math.
 - b. Science: (K-5th- Pearson Scott Foresman, adoption year 2008; 4th-8th – Pearson Prentice Hall, adoption year 2008) and supplementary online materials from Mystery Science at <http://www.mysteryscience.com>. 6-8th Grade will use supplementary online materials from <http://scienceeducation.stanford.edu> Stanford NGSS Integrated Curriculum for 6th, 7th, and 8th Grades
 - c. History-social science: (K-3rd – Pearson Scott Foresman, adoption year 2007; 4th-6th – Houghton Mifflin, adoption year 2007; 6th-8th – McDougal Littell, adoption year 2007) and supplementary materials from <https://www.teachtci.com/social-studies/>
 - d. English language arts, including the English language development component of an adopted program:
 - i. Heinemann TCRWP Reading Units of Study and Writing Units of Study from <http://www.heinmann.com/unitsofstudy/ca-eld/>
 - ii. Sunnyside Unit of Studies created by Sunnyside teachers in collaboration with TCOE
 - iii. Tulare County Office of Education Common Core Connect <http://www.commoncore.tcoe.org>
 - iv. Georgia Department of Education <http://www.gadoe.org/Curriculum-Instruction-and-Assessment/Curriculum-and-Instruction/Pages/CCGPS.aspx>
 - v. Engage New York <http://www.engageny.org>
 - vi. Student Periodicals/Workbooks
 1. Scholastic Math
 2. Wordly Wise 3000
 3. Time Magazine <http://www.timeforkids.com>
3. The Board determines that said textbooks or instructional materials, or both, are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education and adopted by this Board in accordance with established procedures.
4. The Board determines that each pupil enrolled in a world language (foreign language) or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education for those subjects: Health is taught within out Physical Education Courses based on California Physical Education Model Content Standards.
- 5.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee _____
_____, seconded by Trustee _____, at a regular/special meeting
held on September 8, 2020, by the following vote:

List Board Members Names Below:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	

I, Andy Manning, secretary of the governing board of the Sunnyside Union School District, do hereby certify that the foregoing Resolution was duly passed and adopted by said Board, at an official and public meeting thereof, this 8 day of September, 2020.

Date: September 8, 2020

Secretary, Board of Trustees

Distribute as follows:

Copy to: Shelly DiCenzo, Business Services
Tulare County Office of Education
shellyd@tcoe.org

Copy to: District File for Annual Audit

**BEFORE THE BOARD OF TRUSTEES
OF THE SUNNYSIDE UNION SCHOOL DISTRICT
TULARE COUNTY, CALIFORNIA**

In the Matter of Establishing an Estimated
Appropriations Limit for the 2020-2021 Fiscal
Year and an Actual Appropriations Limit for
the 2019-2020 Fiscal Year

RESOLUTION NO. 371

RECITALS

1. In November of 1979, the California electorate adopted Proposition 4, commonly called the "Gann Initiative," which added Article XIII B to the California Constitution.
2. The provisions of that Article establish maximum appropriation limits, commonly called "Gann Limits," for public agencies, including school districts.
3. Section 7900 et seq. of the Government Code require this board to establish annually, by resolution at a regular or special meeting, the appropriations limit for the District.
4. Government Code section 7902.1 authorizes this board to increase the District's appropriations limit to an amount equal to its proceeds of taxes.
5. Education Code section 42132 requires that the governing board of each school district annually adopt such resolution by September 15th.
6. Education Code section 42132 requires that all documentation used in the identification of the appropriations limit shall be made available to the public at the meeting at which this resolution is adopted.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct.
2. This board hereby establishes and adopts for the 2020-2021 fiscal year an estimated appropriations limit in the amount of \$2,108,011.91, and for the 2019-2020 fiscal year identifies the actual appropriations limit of \$2,032,210.46.
3. Said appropriations limits have been calculated and determined in accordance with all applicable statutes and constitutional provisions and do not exceed the limitations imposed by Proposition 4.

4. In the event this board increases the appropriations limit, it shall notify the Director of Finance of the change within 45 days, as required by Government Code section 7902.1.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee _____, seconded by Trustee _____, at a regular/special meeting held on September 8, 2020, by the following vote:

List Board Members Names Below:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	

I, Andy Manning, secretary of the governing board of the Sunnyside Union School District, do hereby certify that the foregoing Resolution was duly passed and adopted by said Board, at an official and public meeting thereof, this 8th day of September, 2020.

Dated September 8, 2020 _____
Secretary, Board of Trustees

Distribute as follows:

Copy to: Shelly DiCenzo, Business Services
Tulare County Office of Education
shellyd@tcoe.org

**AGREEMENT BETWEEN
COUNTY OF TULARE
AND
SUNNYSIDE UNION ELEMENTARY SCHOOL DISTRICT**

THIS AGREEMENT is entered into as of September 8, 2020, between the **COUNTY OF TULARE**, referred to as COUNTY, and **SUNNYSIDE UNION ELEMENTARY SCHOOL DISTRICT**, referred to as CONTRACTOR, with reference to the following:

A. The purpose of this Agreement is to establish a means of claiming Title XIX Federal Financial Participation (FFP) for administrative costs necessary for the proper and efficient administration of the Medi-Cal program as set forth in Welfare and Institutions Code section 14132.47;

B. This Agreement is to assist the State of California, hereinafter referred to as State, and COUNTY in proper and efficient administration of the Medi-Cal Program. Assistance in providing Medi-Cal administration by CONTRACTOR has been determined to be an effective method of assuring the availability and accessibility of Medi-Cal services to Medi-Cal eligible individuals served by CONTRACTOR;

C. COUNTY recognizes the unique relationship that CONTRACTOR has with Medi-Cal eligible individuals. It further recognizes the expertise of the CONTRACTOR, in identifying and assessing the health care needs of Medi-Cal eligible individuals it serves;

D. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein:

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as of July 1, 2020 and shall expire on June 30, 2023 unless otherwise terminated as provided in this Agreement.

2. **SERVICES TO BE PERFORMED:** See attached **EXHIBIT A**

3. **PAYMENT FOR SERVICES:** See attached **EXHIBIT B**

4. INDEPENDENT CONTRACTOR STATUS:

(a) This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY.

(b) CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
2. Make state or federal unemployment insurance contributions on

CONTRACTOR'S behalf.

3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

(c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

5. **COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare COUNTY, California.

7. **RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare COUNTY to the Auditor of Tulare COUNTY and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

8. **CONFLICT OF INTEREST:**

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

9. **INSURANCE:** Prior to approval of this Agreement by the COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors, evidence of insurance as set forth in **EXHIBIT C** attached, which outlines the minimum scope, specifications, and limits of insurance required under this Agreement.

Additional insured endorsements required shall not be used to reduce limits available to COUNTY as an additional insured from the CONTRACTOR'S full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement.

10. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTOR'S failure to provide form DE-542, when applicable. 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.

(a) To the extent that a federal audit disallowance and interest results form a claim or claims for which the CONTRACTOR has received FFP revenue reimbursement for performance of MAA activities, the COUNTY shall recoup from the CONTRACTOR within thirty (30) days, through offsets or by direct billing, amounts equal to the amount of the disallowance, plus any interest charged by the State and/or federal governments. All subsequent CONTRACTOR claims submitted by the COUNTY applicable to any previously disallowed Medi-Cal administrative activity or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

(b) To the extent that a federal audit disallowance and interest results from a claim or claims for which the CONTRACTOR has received FFP revenue reimbursement for MAA performed by a non-governmental entity under Agreement with, and on behalf of, the CONTRACTOR, the State and COUNTY shall be held harmless by CONTRACTOR for 100 percent of the amount of any such final federal audit disallowance and interest.

11. TERMINATION:

(a) Without Cause: COUNTY will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

COUNTY will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. COUNTY will not pay lost anticipated profits or other economic loss, nor will the COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the COUNTY. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the COUNTY, said termination will not affect any rights of the COUNTY to recover damages against the CONTRACTOR.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

12. LOSS OF FUNDING: Both the COUNTY and the CONTRACTOR agree that the validity and enforceability of this Agreement are contingent upon the availability of funds appropriated by the U.S. Congress and this Agreement will automatically terminate, without penalty by operation of law, at the end of the term for which the U.S. Congress appropriates funds. It is understood and agreed that the transfer of funds is contingent upon the availability of Federal Financial Participation (FFP) and if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination. Transfer of funds is contingent upon the availability of Federal Financial Participation (FFP).

13. NOTICES:

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

CONTRACT UNIT

TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

5957 S. Mooney Boulevard

Visalia, CA 93277

Phone No.: 559-624-8000

CONTRACTOR:

SUNNYSIDE UNION ELEMENTARY SCHOOL DISTRICT

21644 AVE 196

STRATHMORE, CA 93267-9581

Fax No.: 559-568-0291

Phone No.: 559-568-1741

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

14. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise; training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

15. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

16. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

(a) CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate exhibit, as set forth in **EXHIBIT D** attached.

(b) At termination of this Agreement, CONTRACTOR shall, if feasible, return or destroy all protected health information received from, or created or received by, CONTRACTOR on behalf of the COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.

(c) COUNTY may immediately terminate this Agreement if COUNTY determines that CONTRACTOR has violated a material term of this provision.

17. CULTURAL COMPETENCE AND DIVERSITY: CONTRACTOR shall comply with the Cultural Competence Policy, as set forth in **EXHIBIT E**.

18. FEDERALY FUNDED SERVICES: See attached **EXHIBIT F**

19. DATA USAGE AGREEMENT: The CONTRACTOR will enter into agreement with the Department of Health Care Services (DHCS) for the implementation and guidelines of the Data Usage Agreement (DUA) during the first fiscal year of the application and transition to the COUNTY. The COUNTY will subsequently oversee the responsibilities of the DUA between the COUNTY and the CONTRACTOR beginning July 1, 2021 until the end of the contract or the contract is terminated. See attached **EXHIBIT G**.

20. BUDGET CONTINGENCY CLAUSE:

(a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the COUNTY shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this Agreement and CONTRACTOR shall not be obligated to perform any provisions of this Agreement.

(b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the COUNTY shall have the option to either cancel this Agreement with no liability occurring to the COUNTY, or offer an agreement amendment to CONTRACTOR to reflect the reduced amount.

21. SOFTWARE WARRANTY: CONTRACTOR warrants that any software furnished hereunder, or any software used by it to perform the services to be provided under this Agreement, will continue processing accurately for the term of this Agreement and any extension thereof and that the use of said software will not cause incorrect scheduling or reporting or other improper operations of results.

22. NON-DISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS:

(a) By signing this Agreement CONTRACTOR agrees to comply with Title VI and VII of the Civil Rights Act of 1964 as amended; section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977 as amended; and the non-discrimination compliance regulations contained in 7 CFR 272.6; Title II of the Americans with Disabilities Act of 1990; the Unruh Act, California Civil Code section 51 et seq., as amended; California Government Code sections 11135-11139.5 as amended; California Government Code section 12940 (c), (h), (i), (j), and (l); California Government Code section 4450; Title 22, California Code of Regulations sections 98000-98413; the Dymally-Altorre Bilingual Services Act (California Government Code sections 7290-7299.8); section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 29 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, nation origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program measures necessary to effectuate this Agreement.

(b) This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the CONTRACTOR hereby gives assurance that administrative methods/procedures, which have the effect of subjecting individuals to discrimination, will be prohibited. CONTRACTOR shall not discriminate in employment or in the provision of services on the

basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

(c) It is recognized that both the CONTRACTOR and the COUNTY have the responsibility to protect COUNTY employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, CONTRACTOR agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The COUNTY, in its sole discretion, has the right to require CONTRACTOR to replace any employee who provides services of any kind to COUNTY pursuant to this Agreement with other employees where COUNTY is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude COUNTY from terminating this Agreement with or without cause as provided for herein.

23. PARTIES RATIFICATION OF PERFORMED SERVICE & PAYMENT TO DATE OF SIGNING: The parties each ratify that all performance and payments rendered by the other party under this Agreement, from the date of commencement to the time of signing of the Agreement, have been rendered consistently with the terms herein.

24. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

25. CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

26. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

27. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

28. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

29. EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

30. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be

terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

31. **ENTIRE AGREEMENT REPRESENTED:** This Agreement and its Exhibits A through G represent the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

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

COUNTY OF TULARE

Date: _____ BY _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
COUNTY Administrative Officer/Clerk of the Board
of Supervisors of the COUNTY of Tulare

By _____
Deputy Clerk

SUNNYSIDE UNION ELEMENTARY SCHOOL DISTRICT

Date: September 8, 2020 By _____
Humberto Cárdenas, Board President

Date: September 8, 2020 By _____
Andy Manning, Board Clerk

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

**Template Approved as to Form
By County Counsel 7.16.2020
(2020813)**

Exhibit "A"
SERVICES
SUNNYSIDE UNION ELEMENTARY SCHOOL DISTRICT

MUTUAL OBJECTIVES

Both parties to the Agreement shall:

1. To ensure that potentially eligible Medi-Cal individuals and families served by the CONTRACTOR are informed of the Medi-Cal Program, how to access benefits and services, and are assisted with access, where appropriate.
2. To ensure that assistance is provided to Medi-Cal eligible individuals and their families where appropriate, facilitating their receipt of services and activities in the Medi-Cal Program.
3. That this Agreement is governed by 42 United States Code (USC), Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California W & I Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; and by federal Office of Management and Budget (OMB) Circular A-87, as periodically amended.

CONTRACTOR RESPONSIBILITIES

1. Perform Medi-Cal Administrative Activities (MAA) on behalf of the State and County to assist in the proper and efficient administration of the Medi-Cal program by improving the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals and their families (where appropriate), served by the CONTRACTOR.
2. Coordinate MAA activities with COUNTY and community to maximize effectiveness and avoid duplication.
3. Assess MAA claiming potential within the district and determine which staff will participate in the time survey and what direct charges, if applicable, will be claimed.
4. Provide the COUNTY all required documents required for participation and in support of the invoice for each quarter claimed, as required by State at a given due date
5. Will conduct time survey in accordance with the only methodology approved for SMAA claiming which is the Random Moment Time Survey (RMTS). For purposes of this methodology and to allow smaller school districts to participate, six (6) Counties

including Tulare formed a Consortia under the agreement that members of the Consortia will share the moments and share the costs. The costs involved are for the RMTS Software, Coding Services and SMAA RMTS Administrative Hub. The survey will identify all time spent on each of allowable MAA activities and non-claimable activities, as well as General Administration and Paid Time Off, which are proportionately allocated to all activities.

Under the current methodology, claiming participants will no longer complete a quarterly time survey form for 5 consecutive days. Only randomly selected participants by the RMTS System will respond to their assigned moments.

6. Ensure all participating CONTRACTOR staff claiming reimbursement through Title XIX Medi-Cal administrative claiming are appropriately trained and kept informed of applicable MAA information and requirements for claiming.
7. Account for any claimed costs resulting from direct charges or the development of transportation rates.
8. Ensure that all MAA claiming is conducted in accordance with applicable COUNTY and STATE and federal regulations, policies and procedures.
9. Determine appropriate methodologies to compute the percentage of Medi-Cal receipts in the district, on a quarterly basis.
10. Compute transportation rates, if applicable, based on actual prior year(s) cost and transport data.
11. Ensure that payments for allowable Medi-Cal Administrative Activities do not duplicate payments that are paid as part of Targeted Case Management Services (TCM), an outpatient clinic rate, a capitation rate, or through some other State or federal program.
12. Provide the COUNTY with complete invoice and expenditure information to include in its summary MAA claim no later than twelve (12) months after the end of the quarter for which the claim is being submitted. This information shall be provided in a standardized Detailed Invoice as provided by the State via the COUNTY and as identified in COUNTY Responsibilities Item 6.

The Detailed Invoice identifies the claim categories to which expenditure data must adhere for insertion into the CMS 64 (State Claim for FFP) and shall be submitted by CONTRACTOR to claim MAA costs pursuant to this Agreement. All elements of the Detailed Invoice for the programs being claimed shall correspond to the description of staff and allowable activities outlined in the revised SMAA Manual.

13. Provide the COUNTY with adequate documentation to ensure that allowable local share revenues support MAA costs, as outlined in 42 CFR 433.51. Documentation may include, but is not limited to: 1) identification of revenue source, 2) documentation of

revenue purpose, 3) relationship of revenue purpose to MAA activities. The COUNTY will not submit any claim related to this Agreement if it determines that the documentation of local share, source or purpose, cannot adequately supported for purposes of FFP. Documentation shall be made available for each quarterly invoice submitted through COUNTY to State for payment.

14. Develop procedures for establishing and maintaining files that are consistent with procedures outlined by STATE and COUNTY, and ensure that audit files are kept current.

15. Retain all necessary records and documents for a minimum of five (5) years, after the end of the quarter in which the expenditures were incurred for MAA and, if an audit is in process, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals and/or disallowances, whichever is later. The records shall fully disclose the type and extent of MAA performed by appropriate staff. The CONTRACTOR shall furnish said documentation, and any other information regarding payments for performing MAA, upon request, to the COUNTY, State or the federal government.

16. Designate an employee to act as liaison with COUNTY for issues concerning this Agreement.

17. Comply with enabling legislation, regulations, administrative claiming process directives, and program policy letters of the State Department of Health Services, as well as directives from the COUNTY.

18. Be responsible to the State and COUNTY for all requirements under this Agreement even though the requirements may be carried out pursuant to a subcontract. All subcontractors shall include provisions requiring compliance with the terms and conditions of this Agreement. All non-governmental entities performing MAA pursuant to the provisions of this Agreement shall be deemed true subcontractors of the CONTRACTOR.

COUNTY RESPONSIBILITIES

1. Review CONTRACTOR claims for payment to the State. Any claim that cannot be approved shall be returned to the CONTRACTOR with a written explanation of the basis for disapproval.

2. Process CONTRACTOR claims for reimbursement of the allowable actual costs of performing MAA necessary for the proper efficient administration of the Medi-Cal Program. The costs may include the expenses of staff, and the operating expenses and equipment costs necessary to collect data, disseminate information, and carry out the activities outlined in this Agreement. Reimbursement shall be made subsequent to the quarter for which a claim for Medi-Cal administrative activities is made and after the COUNTY receives claim reimbursement from the State.

3. Review revenue documentation that supports MAA CONTRACTOR costs and certifies to State that it meets qualifying federal local share matching criteria as outlined in 42 CFR 433.51.
4. Maintain copy of CONTRACTOR MAA claims associated backup documentation for a period of three (3) years after claim submission, or, if an audit is in process, three (3) years after the completion of the audit.
5. Make audit files available to State or Federal auditors and respond to inquiries from these entities concerning CONTRACTOR MAA claims.
6. Provide CONTRACTOR with a standardized format for the Detailed Invoice and any subsequent updates as provided by the State.
7. Make available to CONTRACTOR training and technical support on proper MAA to be claimed, identifying cost related to these activities, and billing procedures.
8. Designate a liaison with the CONTRACTOR for issues regarding this Agreement. All such issues shall be directed to:

MAA/TCM Coordinator
County of Tulare
Health & Human Services Agency
5957 S. Mooney Blvd
Visalia, CA. 93277-9394

JOINT RESPONSIBILITIES

1. The COUNTY and CONTRACTOR hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the CONTRACTOR, or subcontractor, under this Agreement. Applicable laws include, but are not limited to, 42 USC Section 139a(a) 7, 42 CFR Section 431.300, W&I Code, Section 14100.2, and 22 CCR Section 51009.
2. Both parties accept and agree to comply with the applicable standards set forth in the State of California, Department of Health Services, Additional Provisions (for Federally Funded Subvention Aid/Local Assistance Cost Reimbursement Agreements/Grants), which is incorporated by reference and made part of this Agreement as though fully set forth herein.

Exhibit "B"

REIMBURSEMENT

BUDGET DETAIL AND PAYMENT PROVISIONS

SUNNYSIDE UNION ELEMENTARY SCHOOL DISTRICT

The Catalog of Federal Domestic Assistance (CFDA) number for this federal program is 93.778, MediCal Assistance Program.

The COUNTY submits claims based on CONTRACTOR performance of MAA activities. Reimbursement under this Agreement shall be made in the following manner:

1. Upon the CONTRACTOR complying with all provisions pursuant to this Agreement, and upon the submission of a quarterly Detailed Invoice, the COUNTY agrees to process claims for reimbursement. Reimbursement is conditioned on the CONTRACTOR supplying the aforementioned valid and substantiated information satisfactorily to the COUNTY within the time limits specified in this Agreement. Reimbursement shall not be withheld pending the submission of similar claims by other claiming units that have entered into a similar Agreement.
2. Data required to enable the COUNTY to submit the Detailed Invoice shall be submitted quarterly to the address noted in Exhibit "A," COUNTY Responsibilities, Item 8.

The FFP received by COUNTY as a result of COUNTY processing Contractor's MAA claims will be distributed based on the following percentage methodologies and circumstances:

THE COUNTY retains a 6% Administrative Fee from MAA payments to the CONTRACTOR. In addition to the Administrative Fee, the COUNTY will also retain the vendor costs for the RMTS Software and Coding Services which is estimated to be \$28.00 per participant per quarter. This estimate is calculated based on a ratio of the total number of Time Survey Participants in the Tulare LGA versus the total number of Time Survey Participants in the RMTS Collaborative. Additionally, the County may retain costs incurred for the SMAA RMTS Collaborative Administrative Hub estimated at \$4,000 annually **and all other RMTS costs that may be incurred** to be allocated to all participating school districts and calculated quarterly by participant.

The \$28.00 quarterly participant cost is only an estimate and may change as the total number of Time Survey Participants changes. If the projected number of Time Survey Participants increases, the fees collected from the school districts for the Software and Coding Services decreases and vice versa. This also applies to the costs associated with the SMAA RMTS Collaborative Administrative Hub **and all other RMTS costs that may be incurred**.

The Administrative Fee retained by County will be used to cover the cost of administering the MAA claim process.

EXHIBIT C

NON-PROFESSIONAL SERVICES **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A:-VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at anytime.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Steve Tsuboi Date: September 8, 2020

Contractor Name Sunnyside Union Elementary School District

Signature _____

EXHIBIT D

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

This Exhibit shall constitute the Business Associate Agreement (the "Exhibit") between Contractor, (the "Business Associate") and the County of Tulare (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Agreement (as defined below).

Business Associate acknowledges and agrees that all Protected Health Information ("PHI") that is created or received by Covered Entity and disclosed or made available in any form, including but not limited to paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

1. **Purpose.** This Exhibit is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to PHI (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity. Such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and amendments to include HIPAA's Administrative Simplification provisions.

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Exhibit are to Title 45 of the Code of Federal Regulations, parts 160 and 164 (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Unless otherwise defined in this Agreement, the terms used in this Agreement shall have the meanings ascribed in the HIPAA Regulations; provided that PHI shall mean Protected Health Information, as defined in 45 C.F.R. section 160.103, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.

4. Obligations and Activities of Business Associate.

Business Associate agrees to:

- a. Acknowledge that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, including the Security Rule's Administrative, Physical and Technical safeguard requirements and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.
- b. Not use or further disclose PHI other than as permitted or required by this Exhibit, or as required by law.
 1. Use appropriate safeguards to maintain the security, including compliance with Subpart C of 45 CFR Part 164, with respect to electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.
 2. To the extent practicable, Business Associate will secure all PHI by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.
- c. Report breach disclosures immediately to Covered Entity. Business associate: 1) shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement on the first day the Business Associate knows or should have known about it; 2) notify the Covered Entity of any and all breaches of PHI, and provide detailed information to the Covered Entity about the

EXHIBIT D

HIPAA BUSINESS ASSOCIATE AGREEMENT

(Form revision approved 4/18/18)

breach, along with the names and contact information, when available, of all individuals whose PHI was involved. **(See Section 6 of this Exhibit for further detail.)** 3) agrees that such notification will meet the requirements of Section 13402 of the HITECH Act and § 164.410 of the amended HIPAA regulations.

- d. Enter into a written agreement with any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) if applicable. **(See Section 11 of this Exhibit for further detail.)**
- e. Make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to the Covered Entity or to the Secretary of the United States Department of Health and Human Services ("Secretary"), for purposes of determining Business Associate's compliance with the HIPAA Privacy Rule and Security Rule. **(See Section 12 of this Exhibit for further detail.)**
 - 1. Business Associate shall concurrently provide to the Covered Entity a copy of any PHI that Business Associate provides to the Secretary.
- f. Maintain and make available the information required to provide an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual for an account of disclosures of PHI in accordance with 45 CFR § 164.528.

5. Permitted Uses and Disclosures by Business Associate.

- a. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

Unless otherwise limited in this Exhibit, Business Associate may:

- b. Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered

Entity as necessary to perform the services described in Exhibit A to the Agreement, or as otherwise specified in the Master Exhibit, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

- c. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - d. Disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains the appropriate medical release from the person whose PHI is being disclosed and the person to whom the PHI is disclosed provides reasonable assurances in writing that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - e. Use PHI to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).
- #### 6. Reporting Unauthorized Uses and Disclosures.

- a. Business Associate agrees to notify Covered Entity of any breach, or security incident involving PHI of which it becomes aware, including any access to, or use or disclosure of PHI not permitted by this Exhibit. Such notification will be made immediately after discovery and will include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the PHI involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available

EXHIBIT D

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

information that the Covered Entity is required to include in its notification to the individual under Section 164.404(c) at the time of the initial report or within three (3) days of the information becoming available.

- b. In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.
- c. A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.
- d. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Exhibit, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Exhibit and the Agreement.

7. Mitigation of Harmful Effects.

- a. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the following actions: breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents, or other representatives.
- b. Following the actions listed in Section 7(a) of this Exhibit, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.
- c. Except as required by law, Business Associate agrees that it will not inform any third party of a

breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

8. Indemnification.

Business Associate agrees to:

- a. Hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 7 of this Exhibit.
- b. Assume responsibility for any and all costs associated with the Covered Entity's notification of individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.
- c. Hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Exhibit or from any acts or omissions related to this Exhibit by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorney's fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any

EXHIBIT D

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

Indemnified Party shall survive the expiration or termination of the Agreement.

9. Individuals' Rights.

Business Associate agrees to:

- a. Provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- b. Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an individual, and in the time and manner designated by the Covered Entity.
- c. Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- d. Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 9(c) of this Exhibit, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- e. Comply with any restriction to the use or disclosure of PHI that Covered Entity agrees to in accordance with Section 164.522.

10. Obligations of Covered Entity.

Covered Entity shall:

- a. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.
- b. Provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

- c. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

11. Agents and Subcontractors of Business Associate.

- a. Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Exhibit to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.
- b. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

12. Audit, Inspection, and Enforcement.

- a. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.
- b. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of PHI to determine compliance with the terms of this Exhibit. Business Associate shall promptly correct any violation of this Exhibit found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any

EXHIBIT D

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under the Agreement.

Associate has violated a material term of this Exhibit.

13. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

14. **Term and Termination.**

- a. The terms of this Exhibit shall remain in effect for the duration of all services provided by Business Associate under the Agreement and for so long as Business Associate remains in possession of any PHI received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all PHI.
- b. Upon termination of the Agreement, Business Associate shall recover any PHI relating to the Agreement and this Exhibit in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such PHI, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the PHI, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the PHI in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Agreement and this Exhibit shall be extended to any PHI for so long as Business Associate maintains such PHI, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the PHI infeasible.
- c. Covered Entity may immediately terminate the Agreement if it determines that Business

15. **Amendment.** The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

16. **Lost Revenues; Penalties/Fines.**

- a. Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.
- b. Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.
- c. Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

17. **Entire Agreement.** This Exhibit constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

Revised 6/29/16/ SDF/ 2015418/ 930874_2

COUNTY OF TULARE
EXHIBIT E
TO HHSa SERVICES AGREEMENT
CULTURAL COMPETENCE AND DIVERSITY
(Form revision approved 01/01/2018)

CONTRACTOR is encouraged to support Tulare County Health and Human Services Agency ("HHSa") in the journey to work effectively across and among all cultures. It is the desire of HHSa that services be sensitive to the diversity of the community served, including but not limited to ethnic, linguistic, sexual and cultural characteristics. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.

- Assure equal access for people with diverse cultural backgrounds and/or limited English proficiency. Limited English Proficiency includes literacy issues: those who cannot either read or write in any language.

CONTRACTOR and COUNTY agree that:

- **Cultural competence** is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes. Competence in cross-cultural functioning means learning new patterns of behavior and effectively applying them in appropriate settings.

CONTRACTOR will strive to:

- Ensure that agents, employees or officers providing services are sensitive to the ethnic, linguistic, sexual and cultural diversity of the community served. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.

COUNTY OF TULARE
EXHIBIT F
TO HHS SERVICES AGREEMENT
ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS
(Form revision approved 01/22/2020)

FEDERALLY-FUNDED SERVICES. COUNTY will be paying for the services to be provided under this Agreement, in whole, or in part, with Federal grant funds, and so the following additional terms and conditions will apply to this Agreement:

(1) Equal Employment Opportunity — Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows:(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to

be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.(7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the COUNTY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The COUNTY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor

COUNTY OF TULARE
EXHIBIT F
TO HHS SERVICES AGREEMENT
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(Form revision approved 01/22/2020)

in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR and each of its subcontractors shall include the equal opportunity clause in each of its subcontracts.

(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). — If this Agreement involves payment for construction services in excess of \$2,000, then the CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the Davis-Bacon Act, the CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the CONTRACTOR is required to pay wages not less than once a week. The COUNTY must provide CONTRACTOR with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The CONTRACTOR'S execution of the

subject Agreement constitutes the CONTRACTOR'S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(3) Copeland "Anti-Kickback" Act (40 U.S.C. 3145) — CONTRACTOR must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Under the Copeland "Anti-Kickback" Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(4) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) — If this Agreement involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then the CONTRACTOR must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(5) Rights to Inventions Made Under a Contract or Agreement — If the Federal award supporting payments for services under this Agreement meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," then the COUNTY and the CONTRACTOR recipient or subrecipient must comply with

COUNTY OF TULARE
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ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS
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the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended — If this Agreement involves payments for services in excess of \$150,000, then the CONTRACTOR must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(7) Debarment and Suspension (Executive Orders 12549 and 12689) — By execution of this Agreement, CONTRACTOR certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549. CONTRACTOR further certifies to the COUNTY that it is not listed on the California Department of Health Care Services List of Suspended or Ineligible Providers, and that it does not and will not have an employee or subcontractor working on a contract with the COUNTY who is listed on the California Department of Health Care Services List of Suspended or Ineligible Providers.

(8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, the CONTRACTOR certifies to the COUNTY that it will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The CONTRACTOR must also disclose to the COUNTY in writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(9) Procurement of recovered materials — Pursuant to 2 CFR § 200.322, the COUNTY and the CONTRACTOR must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and

Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(10) Records Retention and Access — Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

(A) Retention requirements for records. CONTRACTOR must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the CONTRACTOR is notified in writing by the COUNTY or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the COUNTY, or Federal awarding agency, the 3-year retention requirement is not applicable to the CONTRACTOR.

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(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the CONTRACTOR'S fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the COUNTY or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the COUNTY or Federal Government for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(B) Methods for collection, transmission and storage of information. In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the CONTRACTOR should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the CONTRACTOR upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an original and two copies. When original

records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(C) Access to records.

(a) Records of CONTRACTOR. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the COUNTY, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the CONTRACTOR which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents.

(b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the CONTRACTOR and the Federal awarding agency or COUNTY. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and COUNTY must not impose any other access requirements upon CONTRACTOR.

DEPARTMENT OF HEALTH CARE SERVICES

LEA AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

In order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS and Sunnyside Union Elementary School (Parties) enter into this Agreement as follows:

1. This Agreement is by and between DHCS and Sunnyside Union Elementary School (User).
2. This Agreement addresses the conditions under which DHCS will disclose and the User will obtain and use Medi-Cal data file(s) as set out in Attachment A. This Agreement supplements any agreements between the Parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the Parties entering into a new agreement. The Parties agree further that instructions or interpretations issued to the User concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 4 or the DHCS signatories to this Agreement specified in Section 24.
3. The Parties mutually agree that the following named individual is designated as "Custodian of the Files" on behalf of the User and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized acquisition, access, use or disclosure. The User agrees to notify DHCS within 15 business days of any change to the custodianship information.

Jody Gunderman

Name of Custodian of Files

Vice-Principal/Categorical Program Director

Title/Component

Sunnyside Union Elementary School

Company/Organization

21644 Ave 196

Company Address

Strathmore, CA 93267

City/State/Zip

559-568-1741 jgunderman@sunnysideunion.com

Phone Number / Email Address

User Initial: JG

4. The Parties mutually agree that the following named individual will be designated as "point-of-contact" for the Agreement on behalf of DHCS.

Department of Health Care Services

Att: [ANALYST NAME] Stacey Armstrong

School-Based Medi-Cal Administrative Activities (SMAA) Program

[PHONE NUMBER] 916-345-7889

[EMAIL ADDRESS] stacey.armstrong@dhcs.ca.gov

5. The Parties mutually agree that the following specified Attachments are part of this Agreement:

Attachment A: Data Match Record Layout

Attachment B: Security Controls

Attachment C: Notification of Breach

Attachment D: Certificate of Destruction of Confidential Data

Attachment E: Notification of Change to Custodian Information

6. The Parties mutually agree, and in furnishing data files hereunder, DHCS relies upon such agreement, that such data file(s) will be used solely by Local Educational Agencies (LEAs) for the specific purpose of verifying Medi-Cal eligibility of beneficiaries as part of the Medi-Cal Eligibility Ratio (MER), which must be determined within each LEC's/LGA's respective region to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA). The data listed in Attachment A is the minimum amount needed for this purpose.
7. Some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The Parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 *et. seq.*, Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. User specifically agrees they will not use the Attachment A data for any purpose other than that stated in paragraph 6 of this Agreement. User also specifically agrees they will not use any DHCS data, by itself or in combination with any other data from any source, whether or not publicly available, to individually identify any person to anyone other than at DHCS, as provided in this Agreement.
8. The following definitions shall apply to this Agreement. The terms used in this Agreement not otherwise defined shall have the same meanings as those terms have in the HIPAA regulations, the IPA, or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

User Initial: JA

- a. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the IPA.
 - b. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 Code of Federal Regulations part 160.103.
 - c. Personal Information (PI) shall have the meaning given to such term in Civil Code sections 1798.3 and 1798.29.
 - d. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media (45 CFR §160.103), or is transmitted or maintained in any other form or medium (Management Memo (MM) 08-11 and State Administrative Memo (SAM) 5365.2; Also see SAM 5305.8.)
 - e. Required by law, as set forth under 45 Code of Federal Regulations part 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
 - f. Security Incident means the attempted or successful unauthorized acquisition, access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
 - g. Unsecured PHI shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h) and the HIPAA regulations.
9. The User represents and warrants that the User shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization, except as DHCS shall authorize in writing. The User agrees that, within the User's organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement or Attachment A and to those individuals on a need-to-know basis only. User shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. The User shall not use the information to identify or contact any individuals.

User Initial: AK

10. The User agrees to notify DHCS within 30 business days of the completion of the purpose specified in Section 6. Upon such completion, the User shall destroy all electronic data files with DHCS data by wiping such data using Department of Defense standards or as approved by DHCS. The User shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. The User shall certify the destruction of the file(s) in writing within 30 business days of the destruction. A statement certifying this action must be sent to the DHCS point-of-contact listed in Section 4. The User agrees that no data from DHCS records, any parts or copies thereof, including files derived from DHCS records (electronic, hardcopy or otherwise), shall be retained when the files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS person designated in Section 4.
11. The User agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the HIPAA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The User also agrees to provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies. In addition, the User agrees to comply with the specific security controls enumerated in Attachment B of this DUA. The User also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the User.
12. The User acknowledges that in addition to the requirements of this Agreement, they must also abide by the privacy and disclosure laws and regulations under 45 Code of Federal Regulations parts 160 and 164, of the HIPAA regulations, Welfare & Institutions Code section 14100.2, Civil Code section 1798.3 et. seq., the Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, as well as any other applicable state or federal laws or regulations. 42 Code of Federal Regulations part 2.53 allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. The User also agrees to ensure that any agents, including a subcontractor, to whom they provide the DHCS data, agree to the same restrictions and conditions that apply to the User with respect to such information.
13. The User agrees to report to DHCS immediately upon discovery any acquisition, access, use or disclosure of the information not provided for by this Agreement of which it becomes aware, and to take further action regarding the use or disclosure as specified in Attachment C - Notification of Breach of this Agreement.
14. User agrees to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data, and to discipline employees who intentionally

violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, User shall observe the following requirements.

- a) User shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data; and
 - b) User shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
15. From time to time, DHCS may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of User to monitor compliance with this Agreement. User shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, User's facilities, systems and procedures, does not relieve User of their responsibility to comply with this Agreement.
16. The User acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162 and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. The User further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the User, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
17. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement and Attachments for protection of the data file(s) specified in this Agreement, and acknowledges having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, the User agrees that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of DHCS data may result in denial of access to DHCS data.
18. This Agreement shall terminate at the time of the completion of the project, which is described in paragraph 6, or three years from the date the agreement is executed, whichever event occurs later, and at that time all data provided by DHCS must be destroyed as set forth in Section 10, above, and a certificate of destruction sent to the DHCS representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.
19. Termination for Cause. Upon DHCS' knowledge of a material breach or violation of this Agreement by User, DHCS may provide an opportunity for User to cure the breach or end the violation and may terminate this Agreement if User does not cure the breaches or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User breach a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must

User Initial:

destroy all PHI and PI in accordance with Section 10, above. The provisions of this Agreement governing the privacy and security of the PHI and PI shall remain in effect until all PHI and PI is destroyed or returned to DHCS.

- 20. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.
- 21. This Agreement shall be binding on any successors to the Parties.
- 22. The Custodian, as named in Section 3, hereby acknowledges his or her appointment as Custodian of the aforesaid file(s) on behalf of the User, and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of the User.

Jody Gunderman

Name of Custodian of File(s)

Vice-Principal/Categorical Program Director

Title/Component



Signature

5/19/20

Date

User Initial: JG

23. On behalf of the User, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Steve Tsuboi

Name

Superintendent/Principal

Title/Component

Sunnyside Union Elementary

Company/Organization

1881198349

NPI Number

21644 Ave 196

Company Address

Strathmore, CA 93267

City/State/ZIP

559-568-1741 stsuboi@sunnysideunion.com

Phone Number / Email Address

Steve Tsuboi

Signature

5/20/2020

Date

24. On behalf of DHCS, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Robert Ducay

Name of DHCS Representative

Assistant Deputy Director, Health Care Financing

Title/Component

DocuSigned by:

Robert Ducay

Signature

May 28, 2020

Date

User Initial: *JG*

DEPARTMENT OF HEALTH CARE SERVICES

DATA USE AGREEMENT

Attachment A

DATA MATCH RECORD LAYOUT

The following table illustrates the Data Match Record Layout output file. **Please note that the first 105 characters are the return record of the input data provided by the LEA.** Output fields include return of the input (positions 1-105) and output (positions 106-263) records.

FIELD	SIZE	POSITION
Social Security Number	9	1-9
Last Name	20	10-29
First Name	15	30-44
Middle Initial	1	45
Date of Birth (CCYYMMDD)	8	46-53
Sex	1	54
Provider Id	9	55-63
School Name	20	64-83
User Data	20	84-103
County Code	2	104-105
Beneficiary Identification Card Number	14	106-119
Beneficiary Identification Card Issue Date (CCYYMMDD)	8	120-127
Filler	6	128-133
Match Indicator	1	134
Record Eligibility Indicator	1	135
Filler	1	136
Current Month Data	9	137-145
Eligibility Indicator	1	137
Share of Cost Amount	5	138-142
Cert Day	2	143-144
OHC Indicator	1	145
History Data – January	9	146-154
Eligibility Indicator	1	146
Share of Cost Amount	5	147-151
Cert Day	2	152-153
OHC Indicator	1	154

History Data - February	9	155-163
Eligibility Indicator	1	155
Share of Cost Amount	5	156-160
Cert Day	2	161-162
OHC Indicator	1	163
History Data - March	9	164-172
Eligibility Indicator	1	164
Share of Cost Amount	5	165-169
Cert Day	2	170-171
OHC Indicator	1	172
History Data - April	9	173-181
Eligibility Indicator	1	173
Share of Cost Amount	5	174-178
Cert Day	2	179-180
OHC Indicator	1	181
History Data - May	9	182-190
Eligibility Indicator	1	182
Share of Cost Amount	5	183-187
Cert Day	2	188-189
OHC Indicator	1	190
History Data - June	9	191-199
Eligibility Indicator	1	191
Share of Cost Amount	5	192-196
Cert Day	2	197-198
OHC Indicator	1	199
History Data - July	9	200-208
Eligibility Indicator	1	200
Share of Cost Amount	5	201-205
Cert Day	2	206-207
OHC Indicator	1	208
History Data - August	9	209-217
Eligibility Indicator	1	209
Share of Cost Amount	5	210-214
Cert Day	2	215-216
OHC Indicator	1	217
History Data - September	9	218-226
Eligibility Indicator	1	218
Share of Cost Amount	5	219-223
Cert Day	2	224-225
OHC Indicator	1	226
History Data - October	9	227-235
Eligibility Indicator	1	227
Share of Cost Amount	5	228-232

Cert Day	2	233-234
OHC Indicator	1	235
History Data - November	9	236-244
Eligibility Indicator	1	236
Share of Cost Amount	5	237-241
Cert Day	2	242-243
OHC Indicator	1	244
History Data – December	9	245-253
Eligibility Indicator	1	245
Share of Cost Amount	5	246-250
Cert Day	2	251-252
OHC Indicator	1	253
Meds Current Date CCYYMMDD	8	254-261
Filler	2	262-263

ATTACHMENT B
SECURITY CONTROLS

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS protected health information (PHI) or personal information (PI) must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The User shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The User shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

ATTACHMENT B

SECURITY CONTROLS

- D. **Removable media devices.** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All work force members who are responsible for workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workforce members who are responsible for workstations, laptops and other systems that process and/or store DHCS PHI or PI must apply critical security patches, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. **Data Destruction.** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. **System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. **Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

ATTACHMENT B

SECURITY CONTROLS

- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. **Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

ATTACHMENT B
SECURITY CONTROLS

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

V. Paper Document Controls

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. *Removal of Data.*** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. *Faxing.*** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. *Mailing.*** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

ATTACHMENT C
NOTIFICATION OF BREACH

A. Definitions

1. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations and the Final Omnibus Rule.
2. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C section 17921 and implementing regulations.
3. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, as set forth in 45 CFR section 160.103.
4. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
5. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, Subparts A, D and E.
6. Personal Information shall have the meaning given to such term in Civil Code section 1798.29.
7. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth in 45 CFR section 160.103.
8. Required by law, as set forth in 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

9. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, loss or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
10. Secretary means the Secretary of the U.S. Department of Health and Human Services (HHS) or the Secretary's designee.
11. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Part 164, Subparts A and C.
12. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, the HIPAA regulations and the Final Omnibus Act.

B. Breaches and Security Incidents:

1. **Notice to DHCS.** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. Within 72 hours of the discovery, User shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer.
3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, User shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to User or its subcontractors, agents or vendors, User shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to User or its agents, subcontractors or vendors, and User is a Covered Entity as defined under HIPAA and the HIPAA regulations, User is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or jurisdiction, User shall notify the Secretary of the breach immediately upon discovery of the breach. If User has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to User, User shall notify DHCS, and DHCS and User may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.

6. **Contact Information.** To direct communications to the above referenced staff, the User shall initiate contact as indicated herein. The parties reserve the right to make changes to the contact information below by giving written notice to the User. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Point of Contact	DHCS Privacy Officer	DHCS Information Security Officer
See the Data Use Agreement for Program Point of Contact information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Fax: (916) 440-7680 Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

ATTACHMENT D
DEPARTMENT OF HEALTH CARE SERVICES
CERTIFICATE OF DESTRUCTION OF CONFIDENTIAL DATA

I, _____ (Name of Custodian), hereby certify the following to be true and correct:

- I. I am employed or contracted by _____ (Name of User) as a(n) _____ (occupation/description).
- II. Pursuant to the attached Data Use Agreement (DUA) between the DEPARTMENT OF HEALTH CARE SERVICES (DHCS) and _____ (Name of User), I received and acted as custodian of the data described in Attachment A of the DUA.
- III. The purpose for receiving the data described in Attachment A has been met. In compliance with Section 10 of the DUA, all data described in Attachment A received prior to **July 1, 2022**, has been destroyed by _____ (method of destruction) on _____ (date of destruction).

Please note that if the User is undergoing a DHCS review or audit, or is currently in the process of an appeal, for any fiscal year prior to July 1, 2014, it must maintain data described in Attachment A in full until all outstanding audit issues are resolved and a final cost settlement is received, or the appeal is settled.

Signature of Custodian

Date

ATTACHMENT E

DEPARTMENT OF HEALTH CARE SERVICES

NOTIFICATION OF CHANGE TO CUSTODIAN INFORMATION

In order to secure data and documents that reside in DHCS' Medi-Cal system of records, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS entered into a Data Use Agreement (DUA) with the following User:

User Name: _____

This form shall be used to notify DHCS when the below named custodial entity changes contact information or when the name of the person acting as custodian for a custodial entity has changed.

The custodian information in Section 3 of the DUA has changed. The updated section is as follows:

Name of Custodian of Files: _____

Title/Component: _____

Company/Organization: _____

Address: _____

Phone Number: _____

Email Address: _____

Signature: _____

Date: _____



SUNNYSIDE UNION SCHOOL DISTRICT

21644 Avenue 196 - Strathmore, California 93267 - (P) 559-568-1741 - www.sunnysideunion.com

AGENDA ITEM SUMMARY SHEET

Agenda Heading

- Closed Session
- Acknowledgement and Reports
- Routine Matters – Consent Calendar
- Information and Discussion
 - Business
 - Maintenance, Operations, and Transportation
 - Instruction
 - Board
- Local Control Accountability Plan
- Action Items

Agenda Item: XI. 7. Approve the 2019-2020 Unaudited Actuals

Date: September 8, 2020

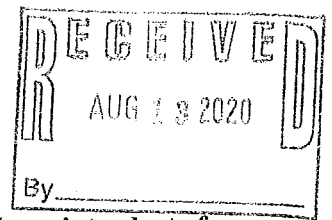
Presented By: Candy Alari

Attachments: Yes No

Summary:

Board of Trustee: Kimberly Braziel | Humberto Cardenas | Schuyler Glover | Andy Manning | Humberto Quezada
Administration: Steve Tsuboi, Superintendent-Principal | Jody Gunderman, Vice Principal-Categorical Manager
 Candy Alari, Business Manager | Jeannette Torres-Marquez, Administrative Secretary





SCICON WEEK TRIP AGREEMENT

THIS AGREEMENT is entered into as of July 1, 2020 between the **Tulare County Superintendent of Schools**, referred to as COUNTY SUPERINTENDENT, and **Sunnyside Union Elementary School District**, referred to as DISTRICT, with reference to the following:

A. Education Code § 8765 authorizes the COUNTY SUPERINTENDENT to enter into an agreement with the governing board of any school district to provide programs and classes in outdoor science education and conservation education; and

B. The DISTRICT desires to have the COUNTY SUPERINTENDENT provide a program in outdoor science education and conservation education for the DISTRICT at SCICON (The Clemmie Gill School of Outdoor Science and Conservation), referred to as the Program.

ACCORDINGLY, IT IS AGREED:

1. COST OF PROGRAM:

SCICON Week Trip Rate Schedule for the 2020-2021 school year:

\$ 60.00	Per Teacher/Aide Rate	DISTRICT shall make full payment on or before June 30, 2020.
\$ 30.00	Per High School Student Counselor Rate	
Per Student Rate:		
Five (5)-day week	\$ 242.00	Approximately <u>36</u> students (projected count)
Four (4)-day week	\$ 206.05	Approximately <u>0</u> students (projected count)
DISTRICT shall pay the per-student rates based on the greater of:		
a. 97% of the estimated number of students projected in May of the prior school year, or		
b. the actual number of students in attendance.		

2. DISTRICT RESPONSIBILITIES: DISTRICT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

a. Require its teaching and counseling staff to cooperate with the COUNTY SUPERINTENDENT'S staff in necessary preplanning and post SCICON trip follow-up to ensure carrying out of the objectives of the Program.

b. Require that its students are equipped with suitable and necessary bedding, clothing, and supplies while attending the Program as set forth in the materials provided in the teacher's packet.

c. Furnish high school student counselors at the Program at a minimum ratio of one (1) counselor to every eight (8) students (1:8), in addition to the classroom teacher. (*Counselor shortage will result in teacher responsibility for cabins.*)

d. Notify the COUNTY SUPERINTENDENT of the number of students to attend SCICON three (3) weeks before the scheduled date of attendance.

3. COUNTY SUPERINTENDENT RESPONSIBILITIES: COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

a. Provide basic first aid supplies for students and other personnel of the DISTRICT during the periods they are attending the Program.

b. Provide complete food services for students and staff during the periods they are attending the Program (Monday through Friday).

c. Provide a teacher's packet for each teacher prior to visitation. The packet will include instructions, maps, schedules, registration forms, clothing and equipment lists, etc.

Sunnyside Union SCHOOL DISTRICT

COUNTY SUPERINTENDENT

Date: September 8, 2020

Date: July 1, 2020

By: _____

By: 

Title: Superintendent-Principal

Tim A. Hire, Tulare County Superintendent of Schools or Designee

A. DISTRICT RESPONSIBILITIES: DISTRICT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

1. Provide transportation for its students and personnel to and from the Program.
2. Provide one teacher per class during the period that its students are in attendance at the Program.
3. On occasion, a school district may request that an adult volunteer accompany their students to SCICON. If those volunteers will have unsupervised contact with students, then the requesting school district shall have the volunteer successfully pass a fingerprint criminal background check as well as obtain a tuberculosis clearance.

B. COUNTY SUPERINTENDENT RESPONSIBILITIES: COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

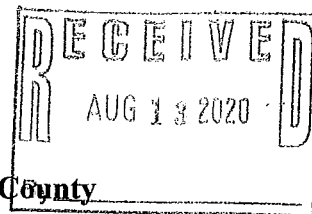
1. Provide the Program and classes in outdoor science, conservation, and environmental education pursuant to the requirements in Education Code § 8760 et seq., including coordination services.

C. INSURANCE: COUNTY SUPERINTENDENT and DISTRICT shall each provide adequate insurance coverage for its officers, employees, agents and students at and while traveling to and from said Program.

D. INDEMNIFICATION: COUNTY SUPERINTENDENT and DISTRICT 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 of any kind, including death or injury to any person and/or damage to property, arising out of the activities of COUNTY SUPERINTENDENT or DISTRICT 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.

F. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between COUNTY SUPERINTENDENT and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

SCICON DAY TRIP AGREEMENT



THIS AGREEMENT is entered into as of July 1, 2020 between the **Tulare County Superintendent of Schools**, referred to as COUNTY SUPERINTENDENT, and **Sunnyside Union Elementary** referred to as DISTRICT, with reference to the following:

A. Education Code § 8765 authorizes the COUNTY SUPERINTENDENT to enter into an agreement with the governing board of any school district to provide programs and classes in outdoor science education and conservation education; and

B. The DISTRICT desires to have the COUNTY SUPERINTENDENT provide a program in outdoor science education and conservation education for the DISTRICT at SCICON (The Clemmie Gill School of Outdoor Science and Conservation), referred to as the Program.

ACCORDINGLY, IT IS AGREED:

1. **COST OF PROGRAM:** SCICON Day Trip Rate Schedule for the 2020-2021 school year.

Approximately 2 classes consisting of approximately 38 students

DISTRICT shall pay COUNTY SUPERINTENDENT the sum of One Hundred dollars (\$100.00) per class for each day of participation in the instructional Program to be conducted at SCICON as the DISTRICT. No cost will accrue if reserved dates are cancelled or changed at least four (4) weeks in advance, or bad weather forces cancellation or postponement.

DISTRICT shall make full payment on or before June 30, 2021.

2. **DISTRICT RESPONSIBILITIES:** DISTRICT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

a. Require that its students are equipped with suitable and necessary clothing and supplies while attending the Program as set forth in the materials provided to the teachers.

b. **Provide meals for its students**, or require them to provide their own meals, while attending the Program.

3. **COUNTY SUPERINTENDENT RESPONSIBILITIES:** COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

a. Provide basic first aid supplies for students and other personnel of the DISTRICT during the periods they are attending the Program.

Sunnyside Union SCHOOL DISTRICT

Date: September 8, 2020

By: _____

Title: Superintendent-Principal

COUNTY SUPERINTENDENT

Date: July 1, 2020

By: 

Tim A. Hire, Tulare County Superintendent of Schools or Designee

A. DISTRICT RESPONSIBILITIES: DISTRICT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

1. Provide transportation for its students and personnel to and from the Program.
2. Provide one teacher per class during the period that its students are in attendance at the Program.

B. COUNTY SUPERINTENDENT RESPONSIBILITIES: COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

1. Provide the Program and classes in outdoor science, conservation, and environmental education pursuant to the requirements in Education Code § 8760 et seq., including coordination services.

C. INSURANCE: COUNTY SUPERINTENDENT and DISTRICT shall each provide adequate insurance coverage for its officers, employees, agents and students at and while traveling to and from said Program.

D. INDEMNIFICATION: COUNTY SUPERINTENDENT and DISTRICT 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 of any kind, including death or injury to any person and/or damage to property, arising out of the activities of COUNTY SUPERINTENDENT or DISTRICT 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.

F. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between COUNTY SUPERINTENDENT and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.



Sunnyside Union School District

21644 Avenue 196
Strathmore, California 93267

Website: www.sunnysideunion.com
Email: comments@sunnysideunion.com

August 31, 2020

RE: Measure O for the Sunnyside Union School District on the November 3, 2020 ballot

Dear Teacher/Staff Member,

The Sunnyside Union School District has been providing dedicated and excellent educational services to local children since the formation of the District. Currently, the District educates approximately __ students at its school. It is through the hard work and dedication of teachers and staff like you that directly contribute to the education and success of our children.

Our school is outdated, and upgrades and renovations need to be made. While facilities have been well maintained, old classrooms must be upgraded since many do not meet 21st century education and technology standards. Faced with aging classrooms and the need to bring school facilities up to current standards, the District and Board of Trustees have decided to place Measure O, a school improvement general obligation (G.O.) bond measure, on the November 3, 2020 ballot to modernize and renovate our aging school.

Over the last several months, with input from staff, teachers, parents, community leaders and an architect, the District prepared a School Facilities Needs Analysis. This list identifies the major repairs and upgrades that need to be made. Specific types of projects identified include:

- Repairing or replacing leaky roofs,
- Modernizing outdated classrooms, restrooms and school facilities,
- Making health, safety and handicapped accessibility improvements,
- Upgrading inadequate electrical systems, and
- Repairing or replacing outdated heating, ventilation and air-conditioning systems

The attached Frequently Asked Questions (FAQ) handout is provided to assist teachers, staff, and voters in understanding the facts behind Measure O and how its passage will affect the District, our students and the community. This letter and FAQ handout are provided for your information.

Sincerely,

Steve Tsuboi
District Superintendent

Humberto Cardenas
Board President

Josh Tredway
CTA Union President

Miguel Guajardo
CSEA Union President



Sunnyside Union School District

21644 Avenue 196
Strathmore, California 93267

Website: www.sunnysideunion.com
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Sunnyside Union School District Frequently Asked Questions Handout – Measure O

Although it appears that our elementary school is in good shape, our classrooms need significant repairs. Faced with aging classrooms and the need to bring school facilities up to current standards, the Sunnyside Union School District has placed a general obligation bond measure on the November 2020 ballot that will modernize and renovate our aging school facilities.

The following information is provided to assist voters in understanding the facts behind Measure O and how its passage will affect the District and our community.

What is Measure O?

Measure O is a \$2.0 million general obligation (G.O.) bond program. This measure is intended to address the needs of the student population through modernization and renovation projects at Sunnyside Union Elementary School.

What is a General Obligation (G.O.) bond?

G.O. bonds fund projects such as the renovation of existing classrooms and school facilities, as well as construction of new schools and classrooms. Similar to a home loan, G.O. bonds are typically repaid over 25 to 30 years. The loan repayment comes from a tax on all taxable property - residential, commercial, agricultural and industrial - located within the District's boundaries.

Why is the District placing Measure O on the ballot?

Our school is outdated, and upgrades and renovations need to be made. While facilities have been well maintained, old classrooms must be upgraded since many do not meet 21st century education and technology standards. A local school improvement measure would allow the District to improve the quality of the school facilities and education provided to local children.

Why can't the District meet its facilities needs with its current budget?

Today, the scope of improvements needed at the Sunnyside Union School District is far more than the current funding sources available. The funding which the District receives from the state is intended to be used for the day-to-day business of educating children and not the cost of upgrading and modernizing facilities.

How did the District come up with the project list for Measure O?

Over the last several months with input from staff, teachers, parents, community leaders, and the District architect, the District has prepared a School Facilities Needs Analysis. The analysis identifies the major repairs and upgrades that need to be made.

Specific projects identified include:

- Repairing or replacing leaky roofs,
- Modernizing outdated classrooms, restrooms and school facilities,
- Making health, safety and handicapped accessibility improvements,
- Upgrading inadequate electrical systems, and
- Repairing or replacing outdated heating, ventilation and air-conditioning systems



Sunnyside Union School District

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What will the passage of Measure O mean for our students and the community?

Measure O will provide our students with a better learning environment by making repairs and upgrades to existing classrooms and school facilities; many of which are also used and available to the community.

What will happen if Measure O does not pass?

If the measure does not pass, our classrooms and school facilities will continue to deteriorate. In addition, funds that would otherwise go to classroom instruction will be needed to make critical safety repairs and improvements at the school. Major repairs will need to be postponed and as a result will likely be more expensive to make.

What will Measure O cost?

The tax rate per property owner is estimated to be \$30 per \$100,000 of assessed valuation per year. (Do not confuse assessed valuation with market value. Assessed valuations are the value placed on property by the County and are lower than market values). Check your property tax statement for your current assessed valuation.

How can I be sure that funds will be spent on improving our local school?

By law, all funds have to be spent locally and cannot be taken by the state. Furthermore, an independent citizens' oversight committee will be established to ensure that bond funds are properly spent. Also, by law, there must be annual audits and no bond money can be used for teacher or administrative salaries.