

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board of Trustees Meeting Agenda**

**AGENDA**                      **June 27, 2023**                      **School Campus - Room 7**                      **8:00 A.M.**

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- 1.0 Call Public Session to Order
  - 1.1 Flag Salute
  - 1.2 Roll Call to Establish Quorum
- 2.0 Public Comment On Closed Session Topics

General public comment on any closed session item will be heard. Pursuant to Board Policy, the Board may limit individual comments to no more than 3 minutes and individual topics to 15 minutes. It is recommended you begin your comments by stating your name.
- 3.0 Adjourn to Closed Session
  - 3.1 Public Employee Performance Evaluation (Government Code Section 54957)  
Title: Superintendent
  - 3.2 Conference With Labor Negotiator (Government Code 54957.6)
    - 1. Agency Designated Representative: Board President
    - 2. Unrepresented Employee: Superintendent
  - 3.3 Conference With Labor Negotiator (Government Code 54957.6)
    - 1. Agency Negotiator: Roberto Vaca, Superintendent
    - 2. Employee Organizations
      - a. MSAT
      - b. Classified Members
- 4.0 Convene Regular Session (Estimated start time 9:30 AM)
  - 4.1 Introduce Guests
  - 4.2 Report Action Taken in Closed Session (If any)
- 5.0 Opportunity for Members of the Public to Address the Board

At this time, members of the public may comment on any item not appearing on the agenda. Under state law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for Board consideration. Any person addressing the Board will be limited to a maximum of three (3) minutes so all interested parties have an opportunity to speak with a total of fifteen (15) minutes allotted for the Public Comment Period. Please state your name and address for the record.
- 6.0 Approval of Minutes – June 6, 2023 (A)
- 7.0 Correspondence - None
- 8.0 Superintendent's/Principal's Report
  - 8.1 Campus Updates & Upcoming Events
- 9.0 Consent Items / Review / Public Hearing/ Public Input / Board Discussion / **ACTION** (as applicable)
  - 9.1 Interdistrict Requests (A)
  - 9.2 Resolution 06-23-04: Spending Determination for Funds Received from Education Protection Account (EPA) for 2023-2024(A)
  - 9.3 Approval on SB 858 (A)
  - 9.4 Adoption of Resolution 06-22-03: Inter-Fund Loans for cash flow purposes (A)
  - 9.5 California Dashboard Local Indicators
  - 9.6 Adoption of the 2023-2024 Local Control and Accountability Plan (LCAP) (A)
  - 9.7 Adoption of the 2023-2024 District Budget (A)

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board of Trustees Meeting Agenda**

**AGENDA**                      **June 27, 2023**                      **School Campus - Room 7**                      **8:00 A.M.**

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**9.0      Consent Items / Review / Public Hearing/ Public Input / Board Discussion / ACTION (as applicable)**  
**CONTINUED**

- 9.8      Education Consulting Services Agreement (A)
- 9.9      Counseling Services Agreement (A)
- 9.10     Renaissance Learning Renewal of services (A)
- 9.11     School Resource Officer (SRO) Contract/Renewal (A)
- 9.12     Resolution to Establish Salary for Superintendent Effective July 1, 2023 (A)

**10.0    Authorization of Vendor Payments dated 6/2/2023 through 6/16/2023 (A)**

**11.0    Personnel**

- 11.1    Personnel Order(A)

**12.0    Adjournment**

\*Persons who are in need of a disability-related modification or accommodation in order to participate in the board meeting may make a request to the Superintendent at P.O. Box 25, 10643 Avenue 416, Sultana, CA 93666, (559) 591-1634. Such a request should be in writing if possible, or may be made in person or by telephone (e-mail or text message requests will not be allowed). The request for accommodation should specify the nature of the modification or accommodation requested, including any necessary auxiliary aids or services required, and the name, address and telephone number of the person making the request. The request should be made as soon as possible and if possible no later than one day before the meeting.

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MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Regular Meeting

June 6, 2023

12:00 P.M

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**1.0 CALL TO ORDER:**

The meeting was called to order by Trustee Quintana at 12:00 P.M.

**1.1 Flag Salute**

Trustee Quintana led all those in attendance for the Flag Salute.

**1.2 Roll Call**

Trustees present: Worthley, Cepeda, and Quintana  
Trustees absent: Belknap and Simmons  
Secretary: Roberto Vaca, present

**2.0 PUBLIC COMMENT ON  
CLOSED SESSION TOPICS:**

None

**3.0 EXECUTIVE CLOSED  
SESSION:**

Trustee Quintana called the meeting into closed session at 12:03 P.M.  
and was called back to regular session at 1:06 PM.

**4.0 REGULAR/OPEN SESSION:**

**4.1 Guests/Staff Present**

Benita Cortez, Jaqueline Montejano, Melissa Valdez, Catherine Diaz,  
Mary Pauls, Dain Arias, Erica Miramontes, Stephen Miller, Francisco  
Reveles, Joseph Rico, Mari Lopez-Torres, and Mary Pauls

**4.2 Report of Action Taken  
in Closed Session**

Trustee Worthley moved and Trustee Cepeda seconded the motion to  
approve the hiring of Katherine Arreguin for the position of Learning  
Director. PASSED: 3-0 Vote.

**5.0 OPPORTUNITY TO  
ADDRESS THE BOARD:**

Francisco Reveles, potential new hire for the Maintenance/Grounds/Bus  
Driver position, introduced himself to all those in attendance and  
included hobbies and experience he has working in the school setting.  
The school health aide, Mari Lopez-Torres also addressed the board to  
inform them that she had been receiving resources such as clothes and  
funds from the Tulare County Foster Youth Services to be able to buy  
new clothes for an eighth grade student's graduation. Instructional Aide  
Maria (Lisa) Ruiz's son, Noah Ruiz, also provided a free haircut to this  
student and other students on campus in need of those resources.

**6.0 APPROVAL OF MINUTES:**

Trustee Cepeda moved and Trustee Worthley seconded the motion to  
approve the minutes of the May 2, 2023 Regular Meeting and the May 5,  
2023 Special Meeting. PASSED

**7.0 CORRESPONDENCE**

**7.1 GASB 45 Trust**

Business Manager, Benita Cortez, shared correspondence stating  
quarterly return of 2.84% for the period of January through March  
of 2023.

**8.0 SUPERINTENDENT'S/  
PRINCIPAL'S REPORT:**

A report was given to the Board by Superintendent Vaca regarding summer school and the approximate 120 students that have been doing and working with Project Based Learning (PBL). PBL is teaching students about the importance of maintaining their health, learning about the human body and some of its functions (such as the heart, lungs, and muscles), and the important roles of those in the medical field and first responders.

Mr. Vaca also gave a campus update on the modular building that was received with the new library and classes; the ribbon cutting and presentation will be scheduled to happen in the Fall.

Staff and Campus Events: A new group of teachers will be going to Sacramento on June 19, 2023 through June 21, 2023 for a second round of training in Professional Learning Communities (PLC). Lastly, two new buses (with air conditioning) will be arriving in July.

**9.0 CONSENT ITEMS:**

- |  |  |
|--|--|
| 9.1 Interdistrict Requests   | Trustee Cepeda moved and Trustee Worthley seconded the motion to approve interdistrict attendance requests 9.1.1, 9.1.2, 9.1.4 through 9.1.6, 9.1.8 through 9.1.15, and 9.1.17 through 9.1.25; requests 9.1.3 were denied and requests 9.1.7 and 9.1.16 were approved pending compliance of Interdistrict Contract for the 2023-2024 school year. PASSED |
| 9.2 Budget Revision 006-23   | Trustee Worthley moved and Trustee Cepeda seconded the motion to approve Budget Revision 006-23. PASSED  |
| 9.3 Cash Flow Report:<br>Month of June 2023  | Trustee Cepeda moved and Trustee Worthley seconded the motion to approve the June Cash Flow Report. PASSED   |
| 9.4 Public Hearing: Local<br>Control Accountability<br>Plan (LCAP) 2023                      | The public hearing was opened at 1:35 PM allowing members of the public an opportunity to comment on the proposed Local Control Accountability Plan (LCAP) for the 2023-2024 school year. Action(s) for This public hearing will take place during the next June meeting. Hearing adjourned at 1:56 PM.  |
| 9.5 Public Hearing: Proposed<br>2023-2024 Budget   | The public hearing was opened at 1:58 PM regarding the proposed 2023-2024 Budget. Action(s) for this public hearing to take place during the next June meeting. Hearing adjourned at 2:20 PM   |
| 9.6 Public Hearing: Spending<br>Determination of Funds<br>received from EPA for<br>2023-2024 | The public hearing was opened at 2:21 PM regarding the proposed Spending determination for funds received from Education Protection Account (EPA) for 2023-2024 Fiscal Year. Action(s) for this public hearing to take place during the next June meeting. Hearing adjourned at 2:23 PM.   |
| 9.7 Public Hearing: SB 858   | The public hearing was opened at 2:24 PM regarding the Excess of State Recommended Reserves Disclosure for Proposal of 2023-2024 Budget. Action(s) for this public hearing to take place during the next June meeting. Hearing adjourned at 2:25 PM  |



- |      |  |   |
|------|--|---|
| 9.8  | Public Hearing: MSJUESD Sunshine Proposal                                | The public hearing was opened at 2:26 PM regarding the district's Initial Sunshine Proposal which relates to matters of Monson-Sultana Association of Teachers' (MSAT) negotiations/bargaining unit. The hearing was adjourned at 2:27 P.M.<br>Trustee Worthley moved and Trustee Cepeda seconded the motion to approve the Sunshine Proposal as presented PASSED |
| 9.9  | Year End Budget Transfers Resolution 06-23-01                            | Trustee Worthley moved and Trustee Cepeda seconded the motion to approve Resolution 06-23-01 for 2022-2023; Authorizing County Superintendents of Schools to make Year End Budget Transfers.<br>PASSED  |
| 9.10 | Inter-Fund Transfer Resolution 06-23-02                                  | Trustee Cepeda moved and Trustee Worthley seconded the motion to approve Resolution 06-23-02 for the 2023-2024 Inter-fund Transfer in accordance to the Budget. PASSED  |
| 9.11 | Board Meeting Amendment  | Trustee Worthley moved and Trustee Cepeda seconded the motion to approve the amendment/change for the next proposed board meeting from June 20, 2023 to June 27, 2023. PASSED   |
| 9.12 | Lozano Smith Resolution 06-23-03   | Trustee Cepeda moved and Trustee Worthley seconded the motion to approve Resolution 06-23-03. PASSED  |
| 9.13 | Interactive Display Quotes   | Trustee Worthley moved and Trustee Cepeda seconded the motion to approve the purchase from BDJ Tech for Interactive Displays. PASSED  |
| 9.14 | Document Cameras Quotes  | Trustee Worthley moved and Trustee Cepeda seconded the motion to approve the purchase of 22 Document Cameras from BDJ Tech. PASSED  |
| 9.15 | Laptop Quotes  | Trustee Worthley moved and Trustee Cepeda seconded the motion to approve the purchase of 30 Laptops from BDJ Tech. PASSED   |
| 9.16 | Printer Quotes   | Trustee Cepeda moved and Trustee Worthley seconded the motion to approve the purchase of 25 new printers from BDJ Tech. PASSED  |
| 9.17 | Network Equipment Quotes   | Trustee Worthley moved and Trustee Cepeda seconded the motion to approve the purchase from CDW-G for network equipment upgrades.<br>PASSED  |
| 9.18 | Consolidated Application and Reporting System (CARS) - Winter Collection | Trustee Cepeda moved and Trustee Worthley seconded the motion to approve the Consolidated Application and Reporting System (CARS)- Winter Collection Report. PASSED   |

**10.0 AUTHORIZATION OF VENDOR PAYMENTS:**

Trustee Cepeda moved and Trustee Worthley seconded the motion to approve vendor payments for the period of 4/28/2023 - 5/26/2023.  
PASSED

**11.0 PERSONNEL:**

- |      |   |  |
|------|---|--|
| 11.1 | 2023-2024 Salary Schedules: Certificated, Certificated Management, Classified, Confidential, and Confidential Management. | Trustee Worthley moved and Trustee Cepeda seconded the motion to approve the Salary Schedules as presented. All schedules currently represent a 0% increase from the prior fiscal year. PASSED |
|------|---|--|

11.2 Personnel Order

Trustee Worthley moved and Trustee Cepeda seconded the motion to approve Personnel Order 11.2.1 and 11.2.2: Resignation of Michael Carrion from Grounds/Maintenance/Bus Driver, and Stephanie Cervantes from Physical Education Instructional Aide, and 11.2.3: The hiring of Francisco Reveles for Grounds/Maintenance/Bus Driver. PASSED

**12.0 ADJOURNMENT:**

Meeting adjourned at 3:02 P.M.

Respectfully Submitted,

\_\_\_\_\_  
Lynn Simmons President

\_\_\_\_\_  
Roberto Vaca Secretary

\_\_\_\_\_  
Delbert Quintana Clerk

\_\_\_\_\_  
Jeff Belknap Trustee

\_\_\_\_\_  
Robert Cepeda Trustee

\_\_\_\_\_  
Vicki Worthley Trustee

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**

**Board Meeting Agenda Item Summary**

**June 27, 2023**

**AGENDA SECTION:** **8.0 SUPERINTENDENT'S REPORT**

**AGENDA ITEM:** **8.1.1 CAMPUS EVENTS AT MSJUESD UPDATE**

**ATTACHMENTS:** **NONE**

**DISCUSSION:**

The Superintendent will provide an update to the Board on events and calendar dates that have been occurring or will be coming up on our campus and at our school. Additionally, an update will be provided on the status of the construction projects.

**RECOMMENDATION:** **NONE**

**PROPOSED ACTION:** **NONE**

# MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

## Board Meeting Agenda Item Summary

June 27, 2023

**AGENDA SECTION:** **CONSENT**

**AGENDA ITEM:** **9.1 INTERDISTRICT REQUESTS**

**ATTACHMENTS:** **INTERDISTRICT REQUESTS**

### **DISCUSSION:**

- 9.1.1 Alvarez (5th Grade) Renewal from Dinuba
- 9.1.2 Arellano (5th Grade) Renewal from Cutler-Orosi
- 9.1.3 Avila (3rd and 7th Grades) Renewal from Dinuba
- 9.1.4 Elizondo (1st Grade) Renewal from Sanger
- 9.1.5 Figueroa (6th and 8th Grades) Renewal from Dinuba
- 9.1.6 Frausto (1st and 8th Grades) Renewal from Visalia
- 9.1.7 Galvan Chavez (1st and 5th Grades) Renewal from Cutler-Orosi
- 9.1.8 Gonzalez (3rd Grade) Renewal from Kings Canyon
- 9.1.9 Guerrero (2nd Grade) Renewal from Dinuba
- 9.1.10 Hernandez-Deniz (5th [NEW] and 8th Grade [Renewal]) from Dinuba
- 9.1.11 Moreno (1st Grade) Renewal from Dinuba
- 9.1.12 Moreno (2nd, 5th, and 8th Grades) Renewal from Cutler-Orosi
- 9.1.13 Olea (4th Grade) Renewal from Dinuba
- 9.1.14 Ortega (4th Grade) New from Dinuba
- 9.1.15 Padilla (6th Grade) Renewal from Dinuba
- 9.1.16 Rabago (3rd Grade) Renewal from Visalia
- 9.1.17 Ramirez (1st, 5th, and 8th Grades) New from Dinuba
- 9.1.18 Ramirez (5th and 7th Grades) Renewal from Dinuba
- 9.1.19 Rivera (Kindergarten and 4th Grades) Renewal from Dinuba
- 9.1.20 Ronan (Kindergarten) Renewal from Visalia
- 9.1.21 Saldana-Diaz (4th Grade) Renewal from Dinuba
- 9.1.22 Sanchez (Kindergarten [NEW] and 2nd Grade [Renewal]) from Dinuba
- 9.1.23 Valle (3rd Grade) Renewal from Dinuba
- 9.1.24 Alcantar (1st Grade) New to Kings Canyon

**RECOMMENDATION:** The Superintendent recommends that the Board approve the interdistrict requests as presented in the Interdistrict Requests Chart.

**PROPOSED ACTION:** **APPROVE**

**INTERDISTRICT ATTENDANCE AGREEMENT REQUESTS  
MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT  
JUNE 27, 2023**

<b>Agenda Item #</b>	<b>Name</b>	<b>Grade</b>	<b>From</b>	<b>To</b>	<b>Year</b>	<b>Reason</b>	<b>Recommendation</b>
9.1.1	Alvarez, Matthew	5th	Dinuba Unified -	Monson-Sultana	2023-2024	Renewal	Approval
9.1.2	Arellano, Javier	5th	Cutler-Orosi -	Monson-Sultana	2023-2024	Employment/ Renewal	Approval
9.1.3	Avila, Daniel J.	7th	Dinuba Unified -	Monson-Sultana	2023-2024	Renewal	Approval
9.1.3	Avila, Christopher	3rd	Dinuba Unified -	Monson-Sultana	2023-2024	Renewal	Approval
9.1.4	Elizondo, Roman	1st	Sanger Unified -	Monson-Sultana	2023-2024	Employment/ Renewal	Approval
9.1.5	Figueroa, Aria	8th	Dinuba Unified -	Monson-Sultana	2023-2024	Renewal	Approval
9.1.5	Figueroa-Becerra, Isaac	6th	Dinuba Unified -	Monson-Sultana	2023-2024	Renewal	Approval
9.1.6	Frausto, Analise	8th	Visalia Unified -	Monson-Sultana	2023-2024	Renewal	Approval
9.1.6	Frausto, Leilani	1st	Visalia Unified -	Monson-Sultana	2023-2024	Renewal	Approval
9.1.7	Galvan Chavez, Michell	1st	Cutler-Orosi -	Monson-Sultana	2023-2024	Renewal	Approval
9.1.7	Galvan Chavez, Yosselin	5th	Cutler-Orosi -	Monson-Sultana	2023-2024	Renewal	Approval
9.1.8	Gonzalez, Mateo	3rd	Kings Canyo... -	Monson-Sultana	2023-2024	Employment/ Renewal	Approval
9.1.9	Guerrero, Jayvin	2nd	Dinuba Unified -	Monson-Sultana	2023-2024	Renewal	Approval

**INTERDISTRICT ATTENDANCE AGREEMENT REQUESTS**  
**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**JUNE 27, 2023**

Agenda Item #	Name	Grade	From	To	Year	Reason	Recommendation
9.1.10	Hernandez, Joseph	5th	Dinuba Unified ▾	Monson-Sultana	2023-2024	New	Approval
9.1.10	Hernandez-Deniz, Isabella	8th	Dinuba Unified ▾	Monson-Sultana	2023-2024	Renewal	Approval
9.1.11	Moreno, Myles	1st	Dinuba Unified ▾	Monson-Sultana	2023-2024	Renewal	Approval
9.1.12	Moreno, Adrian	5th	Cutler-Orosi ▾	Monson-Sultana	2023-2024	Renewal	Approval
9.1.12	Moreno, Kendra	2nd	Cutler-Orosi ▾	Monson-Sultana	2023-2024	Renewal	Approval
9.1.12	Moreno, Yovanni	8th	Cutler-Orosi ▾	Monson-Sultana	2023-2024	Renewal	Approval
9.1.13	Olea, Boaz	4th	Dinuba Unified ▾	Monson-Sultana	2023-2024	Renewal	Approval
9.1.14	Ortega, Luke	4th	Dinuba Unified ▾	Monson-Sultana	2023-2024	New	Approval
9.1.15	Padilla, Leonel	6th	Dinuba Unified ▾	Monson-Sultana	2023-2024	Renewal	Approval
9.1.16	Rabago, Lilliana	3rd	Visalia Unified ▾	Monson-Sultana	2023-2024	Renewal	Approval
9.1.17	Ramirez, Alyssa	1st	Dinuba Unified ▾	Monson-Sultana	2023-2024	New	Approval
9.1.17	Ramirez, Alexis	5th	Dinuba Unified ▾	Monson-Sultana	2023-2024	New	Approval
9.1.17	Ramirez, Andres	8th	Dinuba Unified ▾	Monson-Sultana	2023-2024	New	Approval
9.1.18	Ramirez, Jordyn	5th	Dinuba Unified ▾	Monson-Sultana	2023-2024	Renewal	Approval
9.1.18	Ramirez, Rigoberto III	7th	Dinuba Unified ▾	Monson-Sultana	2023-2024	Renewal	Approval

**INTERDISTRICT ATTENDANCE AGREEMENT REQUESTS**  
**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**JUNE 27, 2023**

<b>Agenda Item #</b>	<b>Name</b>	<b>Grade</b>	<b>From</b>	<b>To</b>	<b>Year</b>	<b>Reason</b>	<b>Recommendation</b>
9.1.19	Rivera, Naziah	K	Dinuba Unified ▾	Monson-Sultana	2023-2024	Renewal	For Board Review
9.1.19	Rivera, Gabriel	4th	Dinuba Unified ▾	Monson-Sultana	2023-2024	Renewal	For Board Review
9.1.20	Ronan, Harrison	K	Visalia Unified ▾	Monson-Sultana	2023-2024	Renewal	Approval
9.1.21	Saldana-Diaz, Sofia	4th	Dinuba Unified ▾	Monson-Sultana	2023-2024	Renewal	Approval
9.1.22	Sanchez, Eliseo	K	Dinuba Unified ▾	Monson-Sultana	2023-2024	New	Approval
9.1.22	Sanchez, Esaul	2nd	Dinuba Unified ▾	Monson-Sultana	2023-2024	Renewal	Approval
9.1.23	Valle, Adeline	3rd	Dinuba Unified ▾	Monson-Sultana	2023-2024	Renewal	Approval
9.1.24	Alcantar, Felicity	1st	Monson-Sultana	Kings Canyon Unified	2023-2024	Child Care /New	Approval

# **MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**

## **Board Meeting Agenda Item Summary**

**June 27, 2023**

**AGENDA SECTION:** **CONSENT**

**AGENDA ITEM:** **9.2 RESOLUTION 06-23-04 SPENDING DETERMINATION FOR FUNDS RECEIVED FROM EDUCATION PROTECTION ACCOUNT(EPA) FOR 2023-2024 FISCAL YEAR**

**ATTACHMENTS:** **RESOLUTION 06-23-04**  
**Program by resource Report (Worksheet)**

### **DISCUSSION:**

Effective November 7, 2012, Proposition 30 added Article XIII, Section 36, which creates in the State General Fund an Education Protection Account (EPA) to receive and disburse the revenues derived from the incremental increases in taxes. Districts must comply with three conditions:

- 1) Requires that the Board make spending determinations regarding the Education Protection Account (EPA) funds the District receives in open session of a public meeting
- 2) Education Protection Account (EPA) funds cannot be used on salaries or benefits of administrators or any other administrative costs
- 3) District must publish annually on its website an accounting of how much money was received from the Education Protect Account (EPA) and how the funds were expended

By passing the Resolution before the Board, the Governing Board has authorized the District to allocate the estimated \$1,323,940 in Education Protection Accounts (EPA) Funds towards certificated non-management teacher compensation and benefit expenditures.

**RECOMMENDATION:** **The Superintendent recommends that the Board APPROVE Resolution 06-23-04 Spending Determination for Funds Received from Education Protection Account (EPA) for 2023-2024 Fiscal Year.**

**PROPOSED ACTION:** **APPROVE**



**BEFORE THE BOARD OF TRUSTEES  
OF THE MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT  
TULARE COUNTY, STATE OF CALIFORNIA**

In the Matter of the Spending Determination  
for Funds Received from the Education  
Protection Account pursuant to Article XIII,  
Section 36 of the California Constitution  
2023-24 Fiscal Year

RESOLUTION No. **06-23-04**

**RECITALS**

1. The voters approved Proposition 30 on November 6, 2012;
2. Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;
3. The provisions of Article XIII, Section 36(e) create in the state General Fund an Educational Protection Account to receive and disburse the revenues derived from the incremental increases in taxes by Article XIII, Section 36(f);
4. Before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;
5. If the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;
6. All monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;
7. Monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;
8. A community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

9. The governing board of the district shall make the spending determination with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;
10. The monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;
11. Each community college district, county office of education, school district and charter school shall annually publish on its Internet Web site an accounting of how much money was received from the Education Protection Account and how that money was spent;
12. The annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;
13. Expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct;
2. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent for the 2023-2024 fiscal year shall be made in open session of a public meeting of the governing board of Monson-Sultana Joint Union Elementary School District;
3. In compliance with Article XIII, Section 36(e) of the California Constitution, the governing board of the Monson-Sultana Joint Union Elementary School District has determined to spend the monies received from the Education Protection Account for the 2023-2024 fiscal year as attached;
4. Upon finalizing financial data for the fiscal year, the District Superintendent, or designee, is hereby directed to immediately publish on the district's Internet Web site an accounting of how much money was received from the Education Protection Account and how that money was spent.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee \_\_\_\_\_,  
seconded by Trustee \_\_\_\_\_, at a regular meeting held on June 27, 2023, by the  
following vote:

AYES:

NOES:

ABSENT:

I, Roberto Vaca, secretary of the governing board of the Monson-Sultana Joint Union  
Elementary 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 27<sup>th</sup> day of June, 2023.

Date: June \_\_\_, 2023

\_\_\_\_\_  
Roberto Vaca  
Secretary, Board of Trustees

2023-2024 Education Protection Account  
Program by Resource Report  
Expenditures by Function - Detail

**Monson-Sultana Joint Union Elementary School District**

**Expenditures through: June 30, 2024**

**For Fund 01, Resource 1400 Education Protection Account**

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	177,935.00
Revenue Limit Sources	8010-8099	1,323,940.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
<b>TOTAL AVAILABLE</b>		<b>1,501,875.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Objects 1000-7999)</b>		<b>Function Codes</b>
Instruction	1000-1999	1,459,625.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>1,459,625.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>42,250.00</b>

**Note to user:**

Specific cells in column C have been protected so that you can't enter data. The "Amount" column is protected for the following revenues: Federal Revenue, Other State Revenue, Other Local Revenue, and All Other Financing Sources and Contributions.

The "Amount" column is protected for the following expenditure functions: 2100-2150, 2200, 2700, 6000-6999, and 7000-7999.

**Board Approved:**

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**

**Board Meeting Agenda Item Summary**

**June 27, 2023**

**AGENDA SECTION:** **CONSENT**

**AGENDA ITEM:** **9.3 APPROVAL ON SB 858 – EXCESS OF STATE  
RECOMMENDED RESERVES DISCLOSURE FOR PROPOSAL  
OF 2023-2024 BUDGET**

**ATTACHMENTS:** **2023-2024 BUDGET ATTACHMENT**

**DISCUSSION:**

Under SB 858, a new disclosure requirement is needed and required why districts have reserves in excess of State recommended reserves. California Department of Education has not incorporated this new process into the State software for 2023-2024 Budget. Therefore, the State has required the County Office of Education to verify LEAs have gone through a process as a conditional for approval of LEA's adopted budget.

Tulare County Office of Education has developed the attached worksheet for districts to perform the SB 858 disclosure and substantiation process.

**RECOMMENDATION:** The Superintendent recommends that the Board approve the Public Hearing on the SB 858 – Excess of State Recommended Reserves Disclosure for Proposal of 2023-2024 Budget.

**PROPOSED ACTION:** Approve

District: Monson-Sultana Joint Union Elementary  
CDS #: 54-72009

## 2023-24 Budget Attachment

### Substantiation of Need for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiate the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties..

Combined and Unassigned/Unappropriated Fund Balances (Resources 0000-1999, Objects 9780, 9789 and 9790)			
Form	Fund		2023-24 Budget
01	General Fund/County School Service Fund	Form 01	\$2,501,982.22
17	Special Reserve Fund for Other Than Capital Outlay Projects	Form 17	\$0.00
Total Assigned and Unassigned Ending Fund Balances			\$2,501,982.22
District Standard Reserve Level			4%
Less District Minimum Recommended Reserve for Economic Uncertainties			\$423,343.04
Remaining Balance to Substantiate Need			\$2,078,639.18
Substantiation of Need for Fund Balances in Excess of Minimum Recommended Reserve for Economic Uncertainties			Amount
Fund	Descriptions		
01	Bus Repair		\$25,000.00
01	Litigation		\$25,000.00
01	Well (Drinking Purposes)		\$100,000.00
01	GASB 45 Trust Annual Contribution		\$78,595.00
01	Retiree H&W		\$50,916.00
01	Solar Tru-Up		\$36,000.00
01	LCAP Fund Balance 2022-23 Gym		\$644,000.00
01	TOSA - Arts		\$70,454.00
01	Addition of Restroom & Concession		\$446,185.00
01	Set Aside District Match/Fees Modernization and/or New Construction Projects		\$150,000.00
01	Set Aside Anticipated Facility Needs		\$300,000.00
01	Possible State Variances (Uncertainties)		\$152,489.18
	Insert Lines above as needed		
	Total of Substantiated Needs		\$2,078,639.18
	Remaining Unsubstantiated Balance		\$0.00

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**

**Board Meeting Agenda Item Summary**

**June 27, 2023**

**AGENDA SECTION:** **CONSENT**

**AGENDA ITEM:** **9.4 ADOPT RESOLUTION 06-23-04 FOR AUTHORIZING  
2023-2024 INTER-FUND LOANS FOR CASH FLOW  
PURPOSES**

**ATTACHMENTS:** **RESOLUTION 06-23-04**

**DISCUSSION:**

By adopting the Resolution before the Board, this will authorize the District Administration to transfer funds as needed for cash flow purposes and to repay those transfers as funds become available. This is an annual Resolution.

**RECOMMENDATION:** The Superintendent recommends that the Board adopt Resolution 06-23-04 Authorizing 2023-2024 Inter-fund Loans for cash flow purposes.

**PROPOSED ACTION:** **APPROVE**

**RESOLUTION OF THE GOVERNING BOARD OF  
MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**

In the Matter of Authorizing Inter-fund Loan for       )  
Cash Flow Purposes   )       **RESOLUTION NUMBER. 06-23-04**

**WHEREAS**, the Monson-Sultana Joint Union Elementary School District administers various funds; and,

**WHEREAS**, the school district occasionally has cash shortages in it's segregated funds at the county treasury; and,

**WHEREAS**, Education Code Section 42603 authorizes inter-fund loans to cover such temporary cash shortages;

**THEREFORE, BE IT RESOLVED** that the Governing Board of the Monson-Sultana Joint Union Elementary School District authorizes the District Administration to transfer funds as needed for cash-flow purposes and to repay those transfers as funds become available for the 2023-2024 school year.

**THE FOREGOING RESOLUTION WAS ADOPTED** upon the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, at a regular meeting of the Governing Board on the 27th day of June, 2023 by the following vote.

**Ayes:**

**Noes:**

**Abstentions:**

**Absent:**

\_\_\_\_\_  
Secretary/Clerk of said District Board



**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**

**Board Meeting Agenda Item Summary**

**June 27, 2023**

**AGENDA SECTION:** **CONSENT**

**AGENDA ITEM:** **9.5 CALIFORNIA DASHBOARD LOCAL INDICATORS**

**ATTACHMENTS:** **LOCAL INDICATORS PRESENTATION**

**DISCUSSION:**

The District is required to report on the California Dashboard Local Indicators at the same meeting that the Local Control and Accountability Plan is adopted. This is for information only.

**RECOMMENDATION:** **NONE**

**PROPOSED ACTION:** **N/A**



California School

# DASHBOARD

## LOCAL INDICATOR BOARD REPORT JUNE 27, 2023



# PERFORMANCE STANDARDS SET FOR ALL LCFF PRIORITIES

LCFF Priority	State Indicator	Local Indicator
Priority 1		Basics Conditions at School
Priority 2		Implementation of State Academic Standards
Priority 3		Parent Engagement
Priority 4	Academic Indicator English Learner Progress Indicator	
Priority 5	Chronic Absence Indicator Graduation Rate Indicator*	
Priority 6	Suspension Rate Indicator	Local Climate Survey
Priority 7	College/Career Indicator*	
Priority 8	College/Career Indicator*	
Priority 9		Coordination of Services for Expelled Students**
Priority 10	*High School Only	Coordination of Services for Foster Youth**



# STATE INDICATORS

Academic Indicator – ELA

Academic Indicator - Math

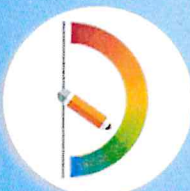
English Learner Progress

Suspension Rate

Graduation Rate

Chronic Absenteeism

College/Career Readiness





## WHAT ARE INDICATORS?

- STATE DATA IS NOT AVAILABLE FOR SOME PRIORITY AREAS IDENTIFIED IN THE LOCAL CONTROL FUNDING FORMULA LAW. FOR THESE PRIORITY AREAS, THE STATE BOARD OF EDUCATION APPROVED THE LOCAL INDICATORS, AND THE REQUIRED SELF-REFLECTION TOOL, WHICH ARE BASED ON INFORMATION THAT LOCAL EDUCATIONAL AGENCIES COLLECT LOCALLY. THE LOCAL INDICATORS ARE:

- BASIC SERVICES
- IMPLEMENTATION OF STATE ACADEMIC SERVICES
- PARENT ENGAGEMENT
- SCHOOL CLIMATE



## HOW IS PERFORMANCE MEASURED ON THE LOCAL INDICATORS?

LOCAL EDUCATIONAL AGENCIES RECEIVE ONE OF THREE RATINGS BASED ON WHETHER THEY HAVE MEASURED AND REPORTED THEIR PROGRESS THROUGH THE DASHBOARD USING LOCALLY COLLECTED DATA.

THE RATINGS ARE:

- MET
- NOT MET
- NOT MET FOR TWO OR MORE YEARS



# PRIORITY 1

## BASIC CONDITIONS

- CERTIFICATED, PROPERLY ASSIGNED TEACHERS
- STUDENT ACCESS TO CORE INSTRUCTIONAL MATERIALS
- SCHOOLS IN GOOD REPAIR- EXEMPLARY

• MET 

Mis-Assignments (0 EL) Of Teachers Of English Learners

0 percent of teachers misassigned and 0 vacant teacher positions.

Percent Of Students Without Access To Their Own Copies Of Standards-Aligned Instructional Materials For Use At School And At Home

0 percent

Instances Where Facilities Do Not Meet The "Good Repair" Standard (Including Deficiencies And Extreme Deficiencies)

0



# PRIORITY 2

## IMPLEMENTATION OF STATE STANDARDS

- STATE SELF-REFLECTION TOOL
- FEEDBACK FROM STAKEHOLDER GROUPS OF PARENTS, STUDENTS, TEACHERS, AND ADMINISTRATORS
- SCORES RANGED FROM 2 TO 4
- MET ✓

Professional Development			
Progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.			
English Language Arts – Common Core State Standards for English Language Arts	4	Full Implementation	English Language Development (Aligned to English Language Arts Standards)
Mathematics – Common Core State Standards for Mathematics	4	Full Implementation	Next Generation Science Standards
History - Social Science	2	Beginning Development	Full Implementation And Sustainability
Instructional Materials			
Progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.			
English Language Arts – Common Core State Standards for English Language Arts	4	Full Implementation	English Language Development (Aligned to English Language Arts standards)
Mathematics – Common Core State Standards for Mathematics	4	Full Implementation	Next Generation Science Standards
History - Social Science	2	Beginning Development	Full Implementation And Sustainability



## PRIORITY 3

### PARENT ENGAGEMENT

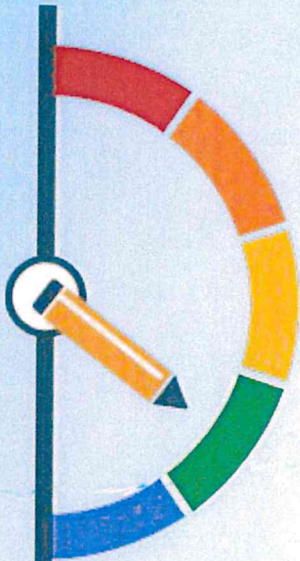
- ANNUAL LCAP SURVEY
- DISTRICT AND SCHOOL-LEVEL COMMITTEES: SSC, ELAC, DAC
- OUTREACH SERVICES
- 98% OF PARENTS (6-8) PARTICIPATED IN TEACHER-PARENT CONFERENCE WEEK
- BOOSTERS
- MET ✓



## PRIORITY 6 SCHOOL CLIMATE

- ANNUAL LCAP SURVEY FOR GRADES 6-8
  - SAFETY
    - 84.6% report feeling safe at school in 2021 -2022 vs. 88.8% in 2022-2023 (SEL Survey 2023)
    - EMOTIONAL BULLYING IS BIGGEST BEHAVIORAL ISSUE (TEASING, NAME CALLING, ETC.)\
    - 84% of students in grades 3-8 REPORT THEY FEEL IMPORTANT IN SCHOOL (SEL Survey 2023)
    - MET ✓





# California School DASHBOARD

<https://www.caschooldashboard.org>

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**

**Board Meeting Agenda Item Summary**

**June 27, 2023**

**AGENDA SECTION:** **CONSENT**

**AGENDA ITEM:** **9.6 APPROVE ADOPTION OF THE 2023-2024 LOCAL  
CONTROL AND ACCOUNTABILITY PLAN (LCAP)**

**ATTACHMENTS:** **2023-2024 LCAP**

**DISCUSSION:**

The 2023-2024 Local Control and Accountability Plan (LCAP) is presented to the Board for Adoption.

**RECOMMENDATION:** The Superintendent recommends that the Board approve Adoption of the 2023-2024 Local Control and Accountability Plan (LCAP).

**PROPOSED ACTION:** **APPROVE**

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**June 27, 2023**

**AGENDA SECTION:** **CONSENT**

**AGENDA ITEM:** **9.7 ADOPTION OF THE 2023-2024 DISTRICT BUDGET**

**ATTACHMENTS:** **DISTRICT BUDGET**

**DISCUSSION:**

The 2023-2024 Budget is presented to the Board for Adoption.

**RECOMMENDATION:** The Superintendent recommends that the Board approve the 2023-2024 District Budget.

**PROPOSED ACTION:** **APPROVE**

# 2023-2024 Adopted Budget - General Fund Summary

Description	2022-2023 Estimated Actual	2023-2024 Adopted Budget	Change	Explanation
<b>Revenues:</b>				
Revenue Limit	\$ 6,022,833	\$ 6,310,816	\$ 287,983	LCFF fully funded; Funded 3 year rolling average 430.41; COLA 8.22% based on May Revis
Federal Revenues	\$ 2,737,831	\$ 1,721,288	\$ (1,016,543)	Flat funding Title I-IV; ESSER II, ELO-Grants (Some Federal), EFC Solar, and Drinking Water Funding ends 2022/2023
Other State Revenues	\$ 1,960,169	\$ 1,280,291	\$ (679,878)	Decrease due One time funding Arts & Music Block Grant and Learning Recovery Emergency Block Grant in 2022-2023
Other Local Revenues	\$ 322,008	\$ 40,014	\$ (281,994)	Alta Health Care Grants not anticipated for 2023/24; Decrease in Interest
<b>Total Revenues</b>	<b>\$ 11,042,841</b>	<b>\$ 9,352,409</b>	<b>\$ (1,690,432)</b>	
<b>Expenditures:</b>				
Certificated Salaries	\$ 2,429,313	\$ 2,570,694	\$ 141,381	Step & Column; Six FTE staff possibility of moving up the salary schedule due to units; Addition 1 FTE Learning Director
Classified Salaries	\$ 1,030,198	\$ 1,119,177	\$ 88,979	Step for only Thirteen FTE staff, due to everyone topped out; Auxiliary hours for Intervention with ESSER / ELO Grant Funding
Employees Benefits	\$ 1,906,635	\$ 2,020,795	\$ 114,160	Increase mandated benefits, due to PERS increased from 25.37% to 26.687%; STRS remained at 19.10%; H&W increase of \$314 /employee
Books and Supplies	\$ 487,797	\$ 626,401	\$ 138,604	Increase books & supplies, due to supplies and materials for Intervention, SEL, Universal PreK & TK, CTE, and ELO Program for summer school and enrichment program
Services and Other	\$ 1,547,011	\$ 1,805,722	\$ 258,711	Increase in services and other operating expenditures, due to ELO-Program (ELO-P) partnering with FUEL for services; Utilities projected with an increase of 5%; CSI Grant services with TCOE for consulting services
Capital Outlay	\$ 2,588,441	\$ 2,396,390	\$ (192,051)	Decrease due to ESSER II, EFC Solar Program, and Drinking Water Funding ends 22/23
Other Outgo	\$ 55,564	\$ 59,674	\$ 4,110	TCOE estimated County operated ADA transfer increased due to S&C Funding
Transfers of Indirect Costs	\$ (15,401)	\$ (15,277)	\$ 124	Indirect Costs slightly decreased due to an decrease in expenses projected in Cafeteria Program
Interfund Transfers In	\$ -	\$ -	\$ -	
<b>Total Expenditures</b>	<b>\$ 10,029,558</b>	<b>\$ 10,583,576</b>	<b>\$ 554,018</b>	
<b>Excess(Deficiency) of Revenue over Expense:</b>	<b>\$ 1,013,283</b>	<b>\$ (1,231,167)</b>	<b>\$ (2,244,450)</b>	
<b>Beginning Fund Balance</b>	<b>\$ 4,273,762</b>	<b>\$ 5,287,045</b>		
<b>2023-24 Projected Ending Fund Balance</b>	<b>\$ 5,287,045</b>	<b>\$ 4,055,878</b>		
		<b>Fund Balance Reserves</b>		
<b>2023-24 Projected Ending Fund Balance</b>		8,000	Revolving Fund	
		25,000	Bus Repair	
		25,000	Litigation	
Enrollment	415	100,000	Well (Drinking Purposes)	
Estimated P-2 ADA	397.25	78,595	GASB 45 Trust Annual Contribution	
P-2 Funded ADA	430.41	50,916	Retiree H&W (3 FTE)	
Unduplicated Count %	84.80%	644,000	LCAP Gym FB	
		36,000	Solar Tru-Up	
		70,454	TOSA - Arts	
		446,185	Gym Addition Restroom & Concession	
		1,545,896	Restricted Fund Balance	
		<b>\$ 1,025,832</b>	<b>9.69%</b>	<b>2023-24 Projected Ending Fund Balance</b>
<b>2024-25 Projected Ending Fund Balance</b>		<b>\$ 3,797,738</b>		
		<b>Fund Balance Reserves</b>		
Enrollment	410	8,000	Revolving Fund	
Estimated P-2 ADA	389.5	78,595	GASB 45 Trust Annual Contribution	
P-2 Funded ADA	414.34	101,832	Retiree H&W (6 FTE)	
Unduplicated Count %	82.70%	250,000	LCAP Gym FB	
		60,044	EECA Solar Loan	
		36,000	Solar Tru-Up	
		70,910	TOSA - Arts	
		1,711,885	Restricted Fund Balance	
		<b>\$ 1,480,472</b>	<b>18.29%</b>	<b>2024-25 Projected Ending Fund Balance</b>
<b>2025-26 Projected Ending Fund Balance</b>		<b>\$ 3,499,071</b>		
		<b>Fund Balance Reserves</b>		
Enrollment	398	8,000	Revolving Fund	
Estimated P-2 ADA	378.1	78,595	GASB 45 Trust Annual Contribution	
P-2 Funded ADA	402.07	101,832	Retiree H&W (6 FTE)	
Unduplicated Count %	80.66%	250,000	LCAP Gym FB	
		60,044	EECA Solar Loan	
		36,000	Solar Tru-Up	
		72,500	TOSA - Arts	
		1,865,862	Restricted Fund Balance	
		<b>\$ 1,026,238</b>	<b>13.11%</b>	<b>2025-26 Projected Ending Fund Balance</b>

## Adopted Budget - General Fund Summary

Description	Projected Budget	
<b>Revenues:</b>		
Revenue Limit	\$ 6,310,816	
Federal Revenues	\$ 1,721,288	
Other State Revenues	\$ 1,280,291	
Other Local Revenues	\$ 40,014	
<b>Total Revenues</b>	<b>\$ 9,352,409</b>	
<b>Expenditures:</b>		
Certificated Salaries	\$ 2,570,694	
Classified Salaries	\$ 1,119,177	
Employees Benefits	\$ 2,020,795	
Books and Supplies	\$ 626,401	
Services and Other	\$ 1,805,722	
Capital Outlay	\$ 2,396,390	
Other Outgo	\$ 59,674	
Transfers of Indirect Costs	\$ (15,277)	
Interfund Transfers Out	\$ -	
<b>Total Expenditures</b>	<b>\$ 10,583,576</b>	
<b>Excess(Deficiency) of Revenue over Expense:</b>	<b>\$ (1,231,167)</b>	
<b>Components of Ending Fund Balance</b>		
Beginning Fund Balance	\$ 5,287,045	
<b>Ending Fund Balance</b>	<b>\$ 4,055,877</b>	
*****		
<b>2023-24 Projected</b>		
<b>Ending Fund Balance</b>		
<i>Fund Balance Reserves (Revolving Fund)</i>	\$ 8,000	* Excluded from available reserve calculation
<i>Designated for Economic Uncertainties</i>	\$ 300,000	
<i>Bus Repair</i>	\$ 25,000	
<i>Litigation</i>	\$ 25,000	
<i>Well (Drinking Purposes)</i>	\$ 100,000	
<i>H&amp;W Retiree (3 FTE)</i>	\$ 50,916	
<i>GASB45 Trust Annual Contribution</i>	\$ 78,595	
<i>Solar Tru-Up</i>	\$ 36,000	
<i>LCAP FB Gym</i>	\$ 644,000	
<i>Gym - Restrooms &amp; Concession</i>	\$ 446,185	
<i>TOSA - Arts</i>	\$ 70,454	
<i>Undesignated/Unappropriated Balance (Unrestricted)</i>	\$ 725,832	
<i>Undesignated/Unappropriated Balance (Restricted)</i>	\$ 1,545,896	* Excluded from available reserve calculation
	<b>\$ 4,055,878</b>	<b>38.32%</b>
<b>Available Reserves</b>		
<i>Designated for Economic Uncertainties</i>	\$ 300,000	
<i>Undesignated/Unappropriated Balance (Unrestricted)</i>	\$ 725,832	
<b>Total Available Reserve</b>	<b>\$ 1,025,832</b>	<b>9.69%</b>
<b>Per State Software - Total Available Reserves by %</b>	<b>\$ 1,025,832</b>	<b>9.69%</b>
<b>District's - Reserve Standard Level is 4%</b>	<b>\$ 423,343</b>	<b>4.00%</b>
<b>1% Reserve Level</b>	<b>\$ 105,836</b>	<b>1.00%</b>
<b>2024-25 Projected</b>		
<b>Ending Fund Balance</b>	<b>\$ 1,480,472</b>	
	<b>18.29%</b>	
<b>2025-26 Projected</b>		
<b>Ending Fund Balance</b>	<b>\$ 1,026,238</b>	
	<b>13.11%</b>	



## 2023-2024 Budget (Single Adoption)

### Criteria and Standards Review

			Met	Not Met	Explanations
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than standard for the prior fiscal year, or two or more of the previous three years.	X		
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X		
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X		
4	Local Control Funding Formula (LCFF) Revenue	Projected change in revenue limit is within the standard for the budget and two subsequent fiscal years.		X	1st & 2nd SY - District is projecting the LCFF Revenue being funded on the 3 year rolling average based on May Revise of 2023. In addition, the projected COLA % for Budget Year, 1st, and 2nd Year reflects the May Revise COLA as well. District enrollment continues to be projected to decline, but funded on ADA of 3 year rolling average
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.		X	BY - District reflects LCAP expenditures that are including the Gym project being partial funded with LCAP funds in BY; District's certificated salaries continue to increase due to staff moving up salary schedules due to units. Classified staff are about 75% are topped out on salary schedule. Supplies, services, capital outlay increased fur to CPI%
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, other local) are within the standard for the budget and two subsequent fiscal years.		X	Federal: BY - District's reflects ESSER II/III set-aside funding and ELO Grant funds ending 2022-23; Drinking Water, Energy Solar Program, and SEL/TCOE Grants funds end 2022-23; 1st SY - District reflects CSI #31820, ESSER /CARES #32130, and USDA #58144 funds ending 2023-24; 2nd SY - District reflects ESSER LLM #32140 funds ending 2024-25; State: District's reflects both Arts Music Block Grant #67620 & Learning Recovery Emergency Block Grants ends one-time funding in 2022-23; 1st SY - District reflects Universal PreK & TK Funding #60530 funds end 2023-24; 2nd SY - District reflects ASES #60100 end of year 3 of 3 grant funding; Local: BY - District projects local revenue to decrease from prior year due to interest not included in BY; Alta Health Care District Grants not anticipated in 2023-24; 1st SY - CTE Grant projected only in 2023-24, not anticipated following years
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, services and other expenditures) are within the standard for the budget and two subsequent fiscal years.		X	BY - District's reflects an increase in books & supplies, due SEL materials, Intervention materials with ESSER #32140, Universal PreK & TK #60530 for materials & supplies, CTE Grant #63870 Supplies, and Summer School & Enrichment Programs with ELO Program #26000; 1st & 2nd SY - Reflects decrease due to funding ending with ESSER/Cares #32140, USDA #58144, ESSER/Cares #32130, & CSI #31820; BY - District's reflects an increase in services and other operating expenditures, due ELO Program #2600 & ASES #60100 partnering with FUEL for services. Utilities projected increase at 5%; CSI Services with TCOE for consulting services; 1st & 2nd SY: Reflects decrease in services & other operating expenditures due to ASES #60100 due to Year 3 of 3; CSI Funds #31820 which ends 2023-24 for consulting services



7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

### 2023-2024 Budget (Single Adoption) Supplemental Information

			No	Yes	Explanations for "Yes"
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?		X	District continues to have a pending litigation, contact has continued to be made with an Attorney's Office, Tulare County Counsel, and TCOE. District continues to proactive by setting aside an allocation for these pending litigation costs. District is aware and will be monitoring this issue.
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X		
	Using Ongoing revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X		
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel tax, forest reserves)?	X		
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from general fund to cover operating deficits, changed by, more than the standard for the budget or two subsequent fiscal years?	X		
S6	Long-term Commitments	Does the district have long-term (multi-year) commitments or debt agreements? ■ If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2012-13) annual payment?	X		
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)? ■ If yes, are they lifetime benefits? ■ If yes, do benefits continue beyond age 65? ■ If yes, are benefits funded by pay-as-you-go?	n/a		
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X		
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for: ■ Certificated? (Section S8A, Line 1b)	X	X	Yes, District does provide postemployment benefits, but no changes have been made since 2022-2023. New actuarial will need to be prepared for 2023-24 school year, July 1, 2023.
					Negotiations pending for all parties.

		<ul style="list-style-type: none"> <li>■ Classified? (Section S8B, Line 1b)</li> <li>■ Management/supervisor/confidential? (Section S8C, Line 1b)</li> </ul>			X	
S9	Local Control and Accountability Plan (LCAP)	<ul style="list-style-type: none"> <li>■ Did or will the school district's governing board adopt an LCAP or approve an update to the LCAP effective for the budget year?</li> <li>■ Approval date for adoption of the LCAP or approved of an update to the LCAP:</li> </ul>			X	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services, and Expenditures?			X	June 27, 2023 Yes, expenditures continued to be tracked in Resource #07200 & #07215 for all unduplicated count.

### 2023-2024 Budget (Single Adoption) Additional Fiscal Indicators

			No	Yes	Explanations for "Yes"
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X		
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X	Files are prepared for each personnel (credentials), payroll (position control worksheet (PCW) and contracts), and budget (categorical binder).
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X	Enrollment declined from prior year from 429 to 415 on CBEDS. LCFF funding mainly is factored by this day of enrollment. District continues to project declining enrollment of incoming kindergarten classes at 15-20 per class.
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X		
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X		
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X		
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X		
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X		
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X	Superintendent effective August 1, 2022

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**

**Board Meeting Agenda Item Summary**

**June 27, 2023**

**AGENDA SECTION:** **CONSENT**

**AGENDA ITEM:** **9.8 CONSULTING SERVICES**

**ATTACHMENTS:** **AGREEMENT FOR PANEL HEARING SERVICES  
PURSUANT TO SARB 2023-2024**

**DISCUSSION:**

Monson-Sultana School has been experiencing an increase in students and families with attendance issues. Since the onset of the COVID-19 pandemic, these issues have increased even more. Just recently we have implemented the Student Attendance Review Board (SARB) process with the help of Education Consulting Services, LLC.

The attached contract is to continue such services for the 2023-2024 school year.

**RECOMMENDATION:** The Superintendent recommends that the Board  
**APPROVE** the attached contract for services.

**PROPOSED ACTION:** **APPROVE**

June 9, 2023

Contract 2023-2024

**Agreement between Education Consulting Services, LLC,  
*and*  
Monson-Sultana Jt. Union School District  
*regarding*  
Providing Administrative Hearing services pursuant to SARB.**

**Provision of Administrative Hearing Officers, School Attendance Review Board.**

Administrative Hearing Officers from Education Consulting Services, LLC, will chair and/or serve as panel members for District Administrative Hearing Panels (SARB) following the schedule set forth by the District.

Included in the rate for this service is a review of attendance reports & documents with recommendations for processing Truancy Letters One(1), Two(2), Three(3), and SARB Referrals prior to Administrative Hearing dates; provide additional parental handouts / flyers to be included with Truancy letters; facilitating with outside agencies for appearance at SARB hearings as needed; offering social service agency referrals to parents of chronic absence / truancy as needed; proactively meeting with student and/or parent prior to SARB referral (as directed by District); filing of referrals to the District Attorney of Tulare County when appropriate and recommended by the District; and appearance on behalf of the District (as directed by District) in Superior Court by a representative of Education Consulting Services, LLC.

The rate for an Education Consulting Services consultant is based on requests by the District at a minimum rate of \$250 for the first two (2) hours and an additional rate of \$90 per hour thereafter.

At the request of the District, processing and filing of paperwork to the District Attorney's office will be billed a flat rate of \$250. Additionally, an appearance in Superior Court by a representative of Education Consulting Services, LLC, on behalf of the District will be billed at the above flat rate of \$250.

As noted, the District will determine the schedule for SARB hearing panels with recommendations provided from Education Consulting Services.

Education Consulting Services recommends a minimum of four (4) days be scheduled for SARB Hearings throughout the school year. The actual number will be determined by the needs of the District.

Education Consulting Services also recommends monthly review for attendance (truant, chronic absentee & tardies), processing of Truancy letters and scheduling of parent conferences and/or SARB hearings.

All correspondence, questions, clarifications, review of documents, etc. that take place outside normal contracted times are always welcomed and encouraged and are part of the contract and therefore will **never** be charged as an additional service fee.

## **Other Provisions**

**Independent Contractor.** All support and services will be provided by Education Consulting Services, LLC, partners as independent contractors and not as officers or employees of the District.

All advice given by Education Consulting Services, LLC, partners is to be considered as a support to the District in the areas in which Education Consulting Services, LLC, is contracted. No advice given will be construed as District policy or as a mandate. Advice, support and actions taken by Education Consulting Services, LLC, are based upon professional judgment and not to be used as a basis for liability/litigation purposes.

This agreement may be cancelled by Education Consulting Services, LLC, if the District fails to provide requested support or otherwise prevents Education Consulting Services, LLC, from completing contracted work in accordance with State law, requirements, and agreements set forth in this contract. Compensation for work completed to the time of cancellation will be prorated and payable within 20 days of receipt of the invoice from Education Consulting Services, LLC.

The District may cancel this contract if Education Consulting Services, LLC, fails to complete satisfactory work as described in this contract. Notice of cancellation must be in writing with a description of the cause and an effective cancellation date. Compensation for work completed to the time of cancellation date will be prorated and payable within 20 days of receipt of an invoice from Education Consulting Services.

## **Contract Terms and Conditions**

This agreement has been written for the purpose of providing services as noted to **Monson-Sultana Jt. Union School District**. Education Consulting Services, LLC, provides these services at the request of the District.

**Term of the Contract.** This contract is valid from date of receipt by Education Consulting Services, LLC, of the duly executed contract approved by **Monson-Sultana Jt. Union School District** Board, through June 30, 2024. (2023-24 school year)

### **\*\*Contract Fee Schedule.**

Education Consulting Services, LLC, will provide described services to **Monson-Sultana Jt. Union School District** at the rates noted:

- \$250 minimum for up to two (2) hours of services (District requested)
- \$90 per hour in addition to the minimum of two (2) hours (District requested)
- District Attorney processing and filing of a case and/or Superior Court appearance on behalf of the District as requested by the District, will be billed at a flat rate of \$250 per service requested.

**Travel and Planning Time.** Travel costs and Education Consulting Services, LLC, offsite planning time are included in the daily rate and/or flat rate quoted for specific services. Pursuant to the above notation regarding the provision of Administrative Hearing Officers, document review is included in the quoted rate.

**Miscellaneous Services.** The District will provide necessary resources and supplies, ample physical space for any hearings and/or training sessions and substitute time as required.

No additional charges above and beyond those charges specified in this contract will be submitted by Education Consulting Services, LLC, unless additional time and services beyond the work described herein is requested in writing by the District and agreed to by Education Consultant Services, LLC.

**Payment Schedule:** The District shall remit a check for invoiced amounts, payable to Education Consulting Services, LLC, within twenty (20) days of receipt of invoice.

Invoices for provision of service will be submitted to the district at the end of the month when service was provided.

**Payments are to be mailed to:**  
**Mark Dutra**  
**Education Consulting Services, LLC**  
**589 W. Pioneer Way**  
**Hanford, CA 93230**

This agreement between the **Monson-Sultana Jt. Union School District** and Education Consulting Services, LLC, constitutes a mutual contract, effective on the date of Board approval.

**Education Consulting Services, LLC**

**Monson-Sultana Jt. Union School District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Mark Dutra, Senior Partner

**Roberto Vaca**, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**June 27, 2023**

**AGENDA SECTION:** **CONSENT**

**AGENDA ITEM:** **9.9 COUNSELING SERVICES**

**ATTACHMENTS:** **AGREEMENT FOR SERVICES 2023-2024**

**DISCUSSION:**

Monson-Sultana School has been experiencing an increase in students and families with behavioral and emotional needs. Since the onset of the COVID-19 pandemic, these needs have increased even more. Currently, the school receives services through Tulare County for one day per week with a school psychologist and a social worker contracted one day per week. This is insufficient to keep up with the needs of our students, which has an end result of increased discipline referrals, and has a negative impact on the classroom and school learning environment (virtual or in person). With the onset of the pandemic, Mr. Reyes has also been providing outreach to families/students.

The attached contract is to add the services of an additional counselor, Juan Reyes, for five days per week during the 2023-2024 school year. Mr. Reyes holds a Master's Degree in Educational Counseling, and has extensive counseling experience. With parent consent from identified students, he will provide services five days (5) per week to identified students. Total cost for the 2023-2024 school year is \$100,000. The District will be applying for a grant from the Alta Healthcare District to cover the cost of the program.

**RECOMMENDATION:** **The Superintendent recommends that the Board APPROVE the attached contract for services.**

**PROPOSED ACTION:** **APPROVE**

## **CONSULTING AGREEMENT**

**THIS CONSULTING AGREEMENT (the "Agreement") BETWEEN:**

**Monson Sultana Joint Union Elementary School District/ Roberto Vaca Superintendent**

**10643 Ave. 416 Sultana, CA 93666**

**(the "Client")**

**- AND -**

**Juan T Reyes Consulting/ Juan Reyes:**

**20345 Thermal Rd, Sanger, California 93657**

**(the "Contractor").**

### **BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.**
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.**

**IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:**

#### **Services Provided**

**The Client hereby agrees to engage the Contractor to provide the Client with services delineated in the "Scope of Work" with the focus of assisting students to be successful:**

### **SCOPE OF WORK:**

**Objective 1) To increase positive student behavior and decrease negative student behavior by providing short term counseling and skill development.**



- **Provide individual and small group short term counseling for School and home-based difficulties. Strategies included but not limited to:**
  - o **Social Skills development.**
  - o **Anger Management**
  - o **Problem solving skill development.**
  - o **Joven Noble groups (Young Noble Men/Ladies)**

**Measurement tools: Data will be collected, for evidence of improvement in areas of academic achievement, behavior, and attendance. i.e., attendance, behavioral reports, transcripts, verbal feedback from teachers and parents.**

**Objective 2) Consultation and Collaboration, creation of Student Study Team and Individualized Education Program as needed.**

- **On-going coordination/collaboration with all student stakeholders.**
- **Attend and participate in SST/ IEP meetings and Individualized meetings (as needed).**
- **On- going collaboration with other SST/ IEP team members.**
- **Continued Assessment and consultation on Staff training as needed**

**Measurement tools; Data collection of IEPs, meeting dates, feedback meetings with Client.**

- 
- **The contractor will be enrolled in a PPS program or present a PPS credential.**

#### **Term of Agreement**

- 1. The term of this Agreement (the "Term") will begin on August 1, 2023, and will remain in full force and effect until June 18, 2024, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.**
- 2. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.**

#### **Performance**

- 3. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.**

#### **Currency**

- 4. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in**

USD (US Dollars).

**Compensation and Budget Justification**

5. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor for a total to equal to \$ 100,000 (\$9,090 per month) in exchange for contractor services.
6. Contractor will provide services of (5) days per week as agreed upon between contractor and client. Should the parties be unable to reach agreement on days of service, this contract will be void and nullified in its entirety.
7. The client will be invoiced every month.
8. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
9. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

**Reimbursement of Expenses**

10. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

**Confidentiality**

11. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client or the client's students.
12. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
13. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

**Ownership of Intellectual Property**

14. All intellectual property and related material (the "Intellectual Property") that is developed or produced

under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

15. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

#### Return of Property

16. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### Capacity/Independent Contractor

17. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

#### Notice

18. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Monson Sultana Joint Union Elementary School District/ Roberto Vaca  
Superintendent 10643 Ave. 416 Sultana, CA 93666

- b. Juan T Reyes Consulting / Juan T Reyes  
20345 Thermal Rd  
Sanger, California, 93657

or to such other address as any Party may from time to time notify the other.

#### Indemnification

19. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **Dispute Resolution**

20. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
21. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of California. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

### **Modification of Agreement**

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party. Please note some refinement of curriculum and structure after ongoing assessment may be warranted and will be discussed and agreed upon by both parties and continue to fall within the parameters of the agreed upon scope of work.

### **Time of the Essence**

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Assignment**

24. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

### **Entire Agreement**

25. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

### **Endurement**

26. This Agreement will endure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

### **Titles/Headings**

27. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

29. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

31. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

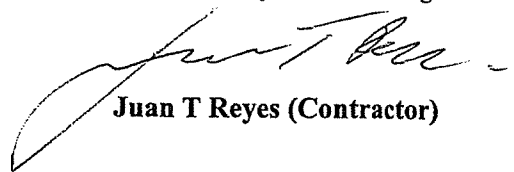
IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on \_\_\_\_\_, 2023.

Monson-Sultana Joint Union  
Elementary School District

Per: \_\_\_\_\_

Roberto Vaca Superintendent (Client)

Juan T Reyes Consulting

A handwritten signature in black ink, appearing to read 'Juan T Reyes', is written over the printed name.

Juan T Reyes (Contractor)

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**

**Board Meeting Agenda Item Summary**

**June 27, 2023**

**AGENDA SECTION:** **CONSENT**

**AGENDA ITEM:** **9.10 RENAISSANCE LEARNING**

**ATTACHMENTS:** **RENEWAL FOR RENAISSANCE LEARNING**

**DISCUSSION:**

Renaissance Learning provides access for Accelerated Reader, STAR Reading, and STAR math tests for our students. Cost is based on ADA for a total of \$8027.50. There is no cost to the general fund. Cost will be covered using LCAP Supplemental/Concentration Funds.

**RECOMMENDATION:** The Superintendent recommends that the Board approve the renewal of services with Renaissance Place.

**PROPOSED ACTION:** **APPROVE**

# Renaissance

## Subscription Renewal

Quote #: RPRNQ2885364\*

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

### Monson-Sultana Joint Union Elem School - 705215

PO Box 25  
Sultana, CA 93666-0025  
Contact: Cameron Aldinger - (559) 591-1634  
Email: [cameron@msschool.org](mailto:cameron@msschool.org)

Subscription End: 7/31/2023

Notice Date: 06 2023

Reference ID: 602069

### Quote Summary

School Count: 1

Renaissance Products & Services Total \$8,171.00

Sales Tax \$0.00

**Grand Total USD \$8,171.00**

Pricing and discounts are subject to change if alterations are made to this quote.  
Use your Prop 98 funding to lock-in multi-year discounts on the solutions you need.

By signing below, Customer:

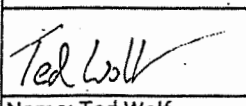
- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice <https://docs.renaissance.com/R63871>

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Monson-Sultana Joint Union Elem School - 705215
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 11/03/2022	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036

Fax: (877)280-7642

Email: [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)

Phone: (877)444-3172

# Renaissance

## Subscription Renewal

Quote #: RPRNQ2885364\*

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

\*This quote is valid for 30 days. It may have been previously sent with a different reference number, and may reflect changes made in the past 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. Standard payment terms are net 30 days from invoice date.



PO Box 8036, Wisconsin Rapids, WI 54495-8036  
 Phone:(800) 338-4204 | Fax:(877) 280-7642  
 Federal I.D. 39-1559474  
 www.renaissance.com

### Renewal Details

#### Applications

Products & Services	Subscription Period	Quantity	Unit Price	Total
Accelerated Reader Subscription	08/01/2023 - 07/31/2024	410	\$7.70	\$3,157.00
Star Math Subscription	08/01/2023 - 07/31/2024	410	\$5.20	\$2,132.00
Star Reading Subscription	08/01/2023 - 07/31/2024	410	\$5.20	\$2,132.00
<b>Applications Total</b>			<b>USD \$7,421.00</b>	

#### Platform Services

Products & Services	Subscription Period	Quantity	Unit Price	Total
Annual All Product Renaissance Platform	08/01/2023 - 07/31/2024	1	\$750.00	\$750.00
<b>Platform Services Total</b>			<b>USD \$750.00</b>	

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
 Phone: (800) 338-4204 | Fax: (877) 280-7642  
 Federal I.D. 39-1559474  
 www.renaissance.com

### Renewal Subscription Summary

Accelerated Reader Subscription Total		Quantity
Monson-Sultana Joint Union Elem School - 705215		410
<b>Accelerated Reader Subscription Total</b>		<b>410</b>
Star Math Subscription Total		Quantity
Monson-Sultana Joint Union Elem School - 705215		410
<b>Star Math Subscription Total</b>		<b>410</b>
Star Reading Subscription Total		Quantity
Monson-Sultana Joint Union Elem School - 705215		410
<b>Star Reading Subscription Total</b>		<b>410</b>
Annual All Product Renaissance Platform Total		Quantity
Monson-Sultana Joint Union Elem School - 705215		1
<b>Annual All Product Renaissance Platform Total</b>		<b>1</b>

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**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**June 27, 2023**

**AGENDA SECTION:** **CONSENT**

**AGENDA ITEM:** **9.11 SCHOOL RESOURCE OFFICER CONTRACT**

**ATTACHMENTS:** **CONTRACT**

**DISCUSSION:**

The School Resource Officer (SRO) project is a collaboration with Traver Elementary School and Kings River Elementary for a partnership for the 2023-2024 school year. This is a continued partnership which would allow Monson-Sultana School to have the SRO on campus two days a week. The intent to participate in this project is to increase safety and relationship building between our students, families, and the Tulare County Sheriff's Department.

**RECOMMENDATION:** The Superintendent recommends that the Board grant the Superintendent permission to enter into an agreement for the School Resource Officer as presented in the contract.

**PROPOSED ACTION:** **APPROVE**

**COUNTY OF TULARE  
SERVICES AGREEMENT  
MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**

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**THIS AGREEMENT** ("Agreement") is entered into as of June 27, 2023, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**, ("DISTRICT"). **COUNTY** and **DISTRICT** are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

**A. DISTRICT** desires that the **COUNTY** provide the one part-time deputy sheriff as the School Resource Officer in accordance with the terms and conditions of this agreement; and

**B. COUNTY** is able and willing to provide such services.

**THE PARTIES AGREE AS FOLLOWS:**

**1. TERM:** This Agreement becomes effective as of July 1, 2023 and expires at 11:59 PM on June 30, 2024 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

**2. SERVICES:** See attached **Exhibit A**

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

**4. GENERAL AGREEMENT TERMS AND CONDITIONS:** See attached **Exhibit C**

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

**COUNTY:**

Tulare County Sheriff's Office  
Fiscal Manager  
833 S. Akers Street  
Visalia, CA 93277  
Phone No.: (559) 802-9449  
Fax No.: (559) 737-4283

**With a Copy to:**

County Administrative Officer  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005  
Fax No.: 559- 733-6318

**COUNTY OF TULARE  
SERVICES AGREEMENT  
MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**

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**DISTRICT:**

Monson-Sultana Joint Union Elementary School District  
10643 Avenue 416  
Sultana, CA 93666  
Phone No.: (559) 591- 1634  
Fax No.: (559) 591- 0717

(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 will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**6. AUTHORITY:** DISTRICT represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind DISTRICT to its terms. DISTRICT acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**7. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

**8. MANUAL OR ELECTRONIC SIGNATURES:** The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]



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

**MONSON-SULTANA JOINT UNION ELEMENTARY  
SCHOOL DISTRICT**

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name Roberto Vaca

Title Superintendent

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date: \_\_\_\_\_

By \_\_\_\_\_

Dennis Townsend, Chair, Board of Supervisors

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

By \_\_\_\_\_  
Deputy Clerk

Template Approved as to Form  
By County Counsel 06/08/2021  
2021651

**COUNTY OF TULARE  
SERVICES AGREEMENT  
MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**

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**EXHIBIT A  
SCOPE OF SERVICES**

**COUNTY OBLIGATIONS**

1. COUNTY shall provide to DISTRICT one Part-Time Equivalent ("PT") Deputy Sheriff position to work as a School Resource Officer (SRO). "Part-Time" shall be deemed to be the employee's normal work hours for 16 hours per week, including employee leave and training hours. The Deputy Sheriff shall be employed by the Tulare County Sheriff's Office (TCSO) and shall be under the exclusive direction and control of TCSO. SRO duties shall be assigned and carried out after consultation with the DISTRICT, and approval from the Sheriff or his authorized representative.
2. SRO related duties may include, but are not limited to:
  - a) Providing a visible law enforcement presence on the campuses of the DISTRICT and at school-related functions such as athletic events, school dances, and other extracurricular activities that occur during regularly scheduled school day hours.
  - b) Assisting the DISTRICT in enforcement of attendance laws through counseling with students and parents and making home calls.
  - c) Acting as a school resource officer for DISTRICT personnel, providing law enforcement information and responding to law enforcement needs of the site administrators.
  - d) Utilizing intervention and prevention skills with students that are involved in criminal activity or who have been identified by the deputy or DISTRICT personnel as in need of attention.
  - e) Attending and participating in DISTRICT meetings as requested.
  - f) Providing classroom instruction on law enforcement issues, such as gang awareness, drug avoidance and other related subjects.
  - g) Provide a substitute deputy sheriff should the permanently assigned deputy sheriff be unavailable for an assigned school workday.
  - h) Should the DISTRICT have a scheduled extracurricular school sponsored function after regularly scheduled school day hours, DISTRICT will be responsible for the overtime cost of additional staff if the permanently assigned deputy sheriff is unavailable, or has obtained maximum regular time work hours during the pay period.
3. QUALIFICATIONS OF DEPUTY: Any deputies assigned to the DISTRICT under this Agreement shall be required to meet the same standards of selection and training required of other deputies at TCSO, including, without limitation, meeting all of the requirements of the State commission on Peace Officers' Standards and Training (P.O.S.T.).

**COUNTY OF TULARE  
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**DISTRICT OBLIGATIONS**

1. The DISTRICT shall provide the deputy assigned to the DISTRICT with a private workspace, including workstation, telephone, and reasonable access to DISTRICT office equipment and secretarial assistance. DISTRICT shall ensure that the workstation and all equipment is kept in proper working order.
2. The DISTRICT Superintendent or designated administrative officer and the designated supervising officer from TCSO shall meet and confer as necessary regarding the deputy's activities and functions as they relate to the Agreement.

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**EXHIBIT B  
PAYMENT FOR SERVICES**

Monson-Sultana Joint Union Elementary School, Kings River Union Elementary School District,  
Traver Joint Elementary School District  
School Resource Officer  
July 1, 2023 through June 30, 2024  
Expenditures based on 38 weeks

DEPUTY II:			Monson-Sultana/ Kings River /					
	School Resource Officer	38 Weeks	Traver	Monson-Sultana	Kings River	Traver		
	Total FY 23/24 Budget	School Year	Budget	FY 23/24 Budget	FY 23/24 Budget	FY 23/24 Budget		
<i>Salaries and Benefits:</i>								
6001 Salary	80,306 x	0.73	58,685	23,474	23,474	11,737		
6002 Overtime	- x	0.73	-	-	-	-		
6003 Other Pay Types	800 x	0.73	585	234	234	117		
6004 Health Benefits	7,002 x	0.73	5,117	2,047	2,047	1,023		
6011 Retirement	18,165 x	0.73	13,275	5,310	5,310	2,655		
6012 Social Security	6,205 x	0.73	4,535	1,814	1,814	907		
6014 Pension Obligation Bond	6,698 x	0.73	4,895	1,958	1,958	979		
9300 Worker's Compensation	7,604 x	0.73	5,557	2,223	2,223	1,111		
<b>Total Salary and Benefits:</b>	<b>126,780</b>		<b>92,649</b>	<b>37,060</b>	<b>37,060</b>	<b>18,529</b>		
<i>Operating Costs:</i>								
7005 Cellular Phone	500 x	0.73	365	146	146	73		
9318 Radio Communications	888 x	0.73	650	260	260	130		
9319 Motor Pool Operations	7,500 x	0.73	5,480	2,192	2,192	1,096		
9307 Payrolls Processing (ADP)	585 x	0.73	428	171	171	86		
<b>Total Agency Charges:</b>	<b>9,473</b>		<b>6,923</b>	<b>2,769</b>	<b>2,769</b>	<b>1,385</b>		
<b>Total All Expenditures:</b>	<b>136,253</b>		<b>99,572</b>	<b>39,829</b>	<b>39,829</b>	<b>19,914</b>		

Monson-Sultana and Kings River will each reimburse the County up to \$39,829, and Traver Elementary will reimburse the County up to \$19,914 and will be invoiced quarterly.

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**EXHIBIT C**  
**GENERAL AGREEMENT TERMS AND CONDITIONS**

**1. QUALIFIED PERSONNEL:** COUNTY shall utilize only competent personnel under the supervision of, and in the employment of, COUNTY to perform the services. COUNTY will comply with DISTRICT'S reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at DISTRICT'S request, must be supervised by COUNTY. COUNTY shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

**2. INDEPENDENT CONTRACTOR STATUS:** The Parties enter into this Agreement with the express understanding that COUNTY will perform all services required under this Agreement as an independent COUNTY. The Parties agree that the COUNTY and any of its agents, employees, or officers cannot be considered agents, employees, or officers of DISTRICT. COUNTY agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of DISTRICT. Subject to any performance criteria contained in this Agreement, COUNTY will be solely responsible for determining the means and methods of performing the specified services and DISTRICT will have no right to control or exercise any supervision over COUNTY as to how the COUNTY will perform the services. As COUNTY is not DISTRICT'S employee, COUNTY is responsible for paying all required state and federal taxes. In particular, DISTRICT will not:

- (1) Withhold FICA (Social Security) from COUNTY'S payments.
- (2) Make state or federal unemployment insurance contributions on COUNTY'S behalf.
- (3) Withhold state or federal income tax from payments to COUNTY.
- (4) Make disability insurance contributions on behalf of COUNTY.
- (5) Obtain unemployment compensation insurance on behalf of COUNTY.

Notwithstanding this independent contractor relationship, DISTRICT will have the right to monitor and evaluate the performance of COUNTY to assure compliance with this Agreement.

**3. RECORDS AND AUDIT:** All Parties must maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. All of the records must be prepared in accordance with generally accepted accounting procedures, must be clearly identified, and must be kept readily accessible.

**4. CONFLICT OF INTEREST:** At all times during the performance of this Agreement, the Parties must comply with the law of the State of California regarding



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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 by the California Fair Political Practices Commission.

**5. INSURANCE:** Each party, at its sole cost and expense, shall carry insurance or self-insurance for its activities in connection with this agreement, keep in force and maintain insurance or equivalent programs for general liability, workers compensation, automobile liability, and professional liability coverage adequate to cover potential liabilities, negligent or intentionally wrongful acts or omissions, from the performance of its duties under this agreement. Each party being responsible for its own self-insured retentions and deductibles.

**6. INDEMNIFICATION AND DEFENSE:**

(a) To the fullest extent permitted by law, DISTRICT shall defend, indemnify and hold COUNTY, its officers, employees, representatives, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and costs), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees and costs, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or agents.

(b) To the fullest extent permitted by law, COUNTY shall defend, indemnify and hold DISTRICT, its officers, employees, representatives, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and costs), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees and costs, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or agents.

**7. LIMITATION OF LIABILITY:**

(a) except as otherwise provided in paragraph 7(c), in no event shall county be liable under this Agreement to district for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, or lost revenues, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not city was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

(b) except as otherwise provided in paragraph 7(c), in no event shall county's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid, and amounts accrued but not yet paid, to county pursuant to this

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Agreement in the 12-month period preceding the event giving rise to the claim, or \$39,829 whichever is less.

(c) the limitations and exclusions set forth in this paragraph 7 shall not apply to: (1) damages or liabilities arising from a material breach of paragraph 11 (confidentiality); (2)

damages or liabilities arising from third-party claims that are subject to indemnification under paragraph 5; and (3) damages or liabilities arising from willful misconduct.

**8. TERMINATION:**

(a) **Without Cause:** Either Party may terminate this Agreement without cause by giving thirty (30) days' prior written notice to the other Party of its intention to terminate under this provision, specifying the date of termination. DISTRICT will pay to COUNTY the compensation earned for work performed and not previously paid for to the date of termination.

(b) **With Cause:** Either Party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) Material misrepresentation, either by COUNTY or anyone acting on COUNTY'S behalf, as to any matter related in any way to DISTRICT'S retention of COUNTY, or
- (2) Other misconduct or circumstances that, in the sole discretion of the terminating Party, either impairs the ability of the other Party to comply with the terms of this Agreement, or exposes the terminating Party to an unreasonable risk of liability.

(c) **Effects of Termination:** Expiration or termination of this Agreement will not terminate any obligations 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.

**9. LOSS OF FUNDING:** It is understood and agreed that if DISTRICT'S funding is either discontinued or reduced for the services to be provided hereunder, then DISTRICT will have the right to terminate this Agreement under section 8 (a) ("Termination Without Cause") as of the end of the term for which funds are appropriated. Such termination shall be without penalty, liability, or expense to DISTRICT of any kind, provided that DISTRICT shall pay COUNTY in accordance with section 8 (a) for services satisfactorily performed prior to the date of such termination and to the extent funds have been appropriated for such payment.

**10. TIME OF ESSENCE:** The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing.

**COUNTY OF TULARE  
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MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**

**11. CONFIDENTIALITY:** Neither Party may use or disclose any information it receives from the Sending Party under this Agreement that the Sending Party has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by the Sending Party. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, neither Party may disclose to third parties any

information it receives from the Sending Party that the Sending Party has previously identified as confidential. If Receiving Party determines that it must disclose any information that Sending Party previously identified as confidential, then it shall promptly give Receiving Party written notice of its intention to disclose such information and the authority for such disclosure. The Sending Party shall have period of five (5) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify the Receiving Party that it will not seek such an order. The Parties shall cooperate in any efforts to seek such a court order. The Receiving Party shall not disclose the information until the five (5) day period has expired without a response from Sending Party, or Sending Party has notified Receiving Party that it will not seek such an order, or Sending Party has sought and a court has declined to issue a protective order for such information. If either Party seeks a protective order for such information, that Party shall defend and indemnify the other Party from any and all loss, injury, or claim arising from other Party's withholding of the information from the requestor. The duty of the Parties to maintain confidentiality of information under this section continues beyond the term of this Agreement.

**12. DISPUTES AND DISPUTE RESOLUTION:** COUNTY shall continue with its responsibilities under this Agreement during any dispute, except as otherwise stated in this Agreement. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute.

**13. COMPLIANCE WITH LAW:** All Parties must comply with all Federal, State, and local laws, regulations and directives.

**14. GOVERNING LAW:** The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The

**COUNTY OF TULARE  
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Parties agree that this Agreement is made in and will be performed in Tulare County, California.

**15. 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.

**16. CONSTRUCTION:** This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

**17. 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.

**18. 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.

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

**20. ORDER OF PRECEDENCE:** In the event of any conflict or inconsistency between or among the body of the Agreement (which includes these "General Agreement Terms and Conditions") and any Exhibit, Schedule, or Attachment, then the terms and conditions of the body of the Agreement shall prevail.

**21. 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 will 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, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

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

**COUNTY OF TULARE  
SERVICES AGREEMENT  
MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**

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**23. ASSURANCES OF NON-DISCRIMINATION:** COUNTY must not discriminate in employment or in the provision of services based any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. The Parties recognize that both COUNTY and DISTRICT have the responsibility to protect DISTRICT employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, COUNTY 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. DISTRICT, in its sole discretion, has the right to require COUNTY to replace any employee who provides services of any kind to

DISTRICT under this Agreement with other employees where DISTRICT is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. DISTRICT'S right to require replacement of employees under this section does not preclude DISTRICT from terminating this Agreement with or without cause as provided for under this Agreement.

**24. DRUG-FREE WORKPLACE POLICY:** COUNTY acknowledges that under the Federal Drug-Free Workplace Act of 1989 and the California Drug-Free Workplace Act of 1990, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on DISTRICT premises. COUNTY agrees that any violation of this prohibition by COUNTY, its employees, agents, or assigns will be deemed a material breach of this Agreement.

**25. RECYCLED PAPER CONTENT:** To the extent COUNTY'S services under this Agreement include printing services, pursuant to Public Contract Code section 22153 COUNTY shall use paper that meets the recycled content requirements of Public Contract Code section 12209.



**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**

**Board Meeting Agenda Item Summary**

**June 27, 2023**

**AGENDA SECTION:** **CONSENT**

**AGENDA ITEM:** **9.12 RESOLUTION TO ESTABLISH SUPERINTENDENT  
SALARY - Effective July 1, 2023**

**ATTACHMENTS:** **SUPERINTENDENT EMPLOYMENT AGREEMENT**

**DISCUSSION:**

The employment agreement provides the duties, expectations and compensation for the position. Contract effective July 1, 2023 through June 30, 2027. Subject to early termination as provided by the agreement.

- Effective July 1, 2023, the Superintendent's annual base salary for the 2023-2024 shall be One Hundred Seventy Four Thousand Two Hundred Fifty Dollars (\$174,250.00). Accordingly, the Superintendent shall be entitled to a monthly salary of Fourteen Thousand Five Hundred Twenty Dollars and Eighty-Three Cents (\$14,520.83).
- Following a satisfactory evaluation, the Superintendent's annual base salary shall be increased 2.5 percent each year of this Agreement.

**RECOMMENDATION:** **APPROVE**

**PROPOSED ACTION:** **APPROVE**

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT  
SUPERINTENDENT EMPLOYMENT AGREEMENT  
ROBERTO VACA**

This Employment Agreement (“Agreement”) is made and entered into by the Governing Board of the Monson-Sultana Joint Union Elementary School District (“District” or “Board”) and **Roberto Vaca**, (“Superintendent”), collectively known as (“Parties”), effective July 1, 2023.

1. **Term.** District hereby employs Superintendent for a period of 4 years beginning on July 1, 2023, and terminating on June 30, 2027, unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.

- a. Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, this Agreement shall be extended for an additional year, so long as the term of the Agreement does not at any time exceed four years.

2. **Salary.**

- a. **Base Salary.** Commencing on July 1, 2023, the Superintendent’s annual salary shall be One Hundred Seventy Four Thousand Two Hundred and Fifty Dollars (\$174,250.00). Accordingly, the Superintendent shall be entitled to a monthly salary of Fourteen Thousand Five Hundred Twenty Dollars and Eighty-Three Cents (\$14,520.83).

- b. **Step/Column Adjustment.** Following a satisfactory evaluation, the Superintendent's annual base salary shall be increased 2.5 percent each year of this Agreement. In calculating the Superintendent's salary, step adjustments shall be applied prior to, and in addition to, any cost-of-living increases awarded to district certificated employees.

- c. **Advanced Degree Pay.** Commencing with the 2023-2024 fiscal year, in consideration for the Superintendent’s possession of a master’s degree, the District shall pay Superintendent an additional annual amount of One Thousand Five Hundred Dollars (\$1,500.00). This amount shall be excluded from all steps and COLA increases.

- d. **Salary Increases by Mutual Consent.** The Superintendent’s salary is considered to be indefinite and subject to ongoing negotiations with the Board. Accordingly, the Board reserves the right to change the Superintendent’s salary for any year of this Agreement with the written consent of the Superintendent. Any change in salary shall not extend the term of this Agreement nor shall it constitute creation of a new Agreement.

- e. **Salary Payment Process.** The Superintendent’s salary, including base salary and advanced degree pay, shall be payable in approximately twelve (12) equal monthly payments,

less all applicable deductions and withholdings required by law or authorized by the Superintendent.

f. **Effective Date.** Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. The Superintendent's salary is understood to be "indefinite or uncertain;" therefore, the Board reserves the right to grant the Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

3. **Fringe Benefits.**

a. **Health and Welfare Benefits.** The Superintendent shall be eligible to participate in the District's health and welfare benefit program which currently includes dental and vision benefits, on the same terms and conditions, and subject to the same limitations, as the District's certificated staff, as those benefits, plans, providers and other terms and conditions may change from time to time. Thus, the Superintendent shall be entitled to receive the same District contribution toward health and welfare benefits and shall pay the same co-pays, premiums, deductibles and other costs as the District's certificated staff, as those costs and contributions may change from time to time. The Superintendent shall be responsible for all co-pays, deductibles and other costs in excess of the District's health insurance contribution. No District contribution may be received in cash or used for the purchase of non-District provided benefits.

b. **Sick Leave.** The Superintendent shall receive twelve (12) days of sick leave credited each year. Sick leave may accrue without limit. Unused sick leave may be credited for retirement purposes as authorized by the statutes and regulations governing CalSTRS or CalPERS, as those statutes and regulations may change from time to time. The Superintendent shall follow District procedures and use District forms or the electronic absence system for reporting sick leave use.

c. **Work Year/Holidays/Vacation.** The Superintendent shall be required to render twelve (12) full months of regular service to the District during each annual period covered by this Agreement. Specifically, the Superintendent shall work two hundred twenty-five (225) days each full fiscal year, July 1 through June 30, pursuant to this Agreement, exclusive of the ten (10) holidays granted to the District's certificated staff. The Superintendent shall not be entitled to any paid vacation leave benefit. To determine the Superintendent's daily rate of pay, the Parties agree that the Superintendent's annual base salary shall be divided by two hundred and

twenty-five (225). Days worked in excess of two hundred twenty-five (225) are considered non-work days. The Superintendent is not entitled to pay for non-work days.

**d. Professional Dues.** The District agrees to pay the Superintendent's membership fees for the Association of California School Administrators ("ACSA"). The District agrees to pay the Superintendent's membership fees for other professional organizations which the Superintendent chooses in order to maintain and improve his professional skills, subject to the approval of the Board.

**e. Tax Deferred Compensation Plan.** The District agrees to provide the Superintendent with the ability to use both an IRS Section 457(b) plan, an IRS section 403(b) plan and an IRS Section 125 plan.

**f. Post-Retirement Health and Benefits.** The District provides a contribution toward health and welfare benefits for classified and certificated retirees who: (i) have served the District for at least fifteen (15) or twenty (20) years depending on the retiree's initial hire date with the District (i.e., a retiree hired before July 1, 2007 must only be employed by the District for fifteen (15) years and a retiree hired after July 1, 2007 must be employed by the District for at least twenty (20) years to qualify for these benefits); and (ii) retire after age sixty (60). The District's contribution ceases when such classified or certificated retiree attains age sixty-five (65). Thereafter, the retiree will be given the opportunity to remain on the same medical plan solely at his or her expense. The District's health and welfare contribution for eligible classified or certificated retirees is equal to the annual contribution for classified and certificated employees, as this contribution amount may change from time to time. The Superintendent shall be entitled to receive the same annual contribution to post-retirement health and welfare benefits as received by other classified and certificated employees so long as the Superintendent is at least sixty (60) years old and has served the District for at least twenty (20) years as of the date of Superintendent's resignation from the District and retirement with CalSTRS or CalPERS, subject to the District's health and welfare insurance carrier(s) rules, requirements and restrictions, as those carrier(s) may change from time to time. If the Superintendent uses this benefit, the Superintendent shall be responsible to pay all co-pays, deductibles, and other costs in the same manner as other retirees. The Superintendent shall continue to remain eligible to purchase post-retirement health and welfare benefits from the District after the age of sixty-five (65) at his own cost without a contribution from the District, subject to the rules, restrictions and

requirements of the District's health and welfare benefit insurance carrier(s), as those carrier(s) may change from time to time.

4. **Expense Reimbursement.** The District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the course and scope of the Superintendent's employment only as follows:

- a. In-state conference fees;
- b. Mileage reimbursement for all personal automobile travel at the current IRS rate per mile, as well as bridge tolls and parking fees;
- c. Air travel;
- d. Auto rentals, cab or shuttle fares for out-of-county travel;
- e. Per diem/meal expenses at the same rate provided to other employees of the District; and

For expense reimbursement not authorized by this Agreement, the Superintendent may seek approval from the Board. For all reimbursements, the Superintendent shall submit expense claims in writing with appropriate supporting documentation (e.g., receipts, registration forms, hotel folios, maps reflecting mileage).

5. **Fitness for Duty Examination.** Upon request, the Superintendent shall undergo physical/mental examination by a District appointed physician. Prior to the examination, the Superintendent agrees to execute District provided medical releases from all treating physicians authorizing the District appointed physician to review all medical records. The District appointed physician shall review this Agreement, the District's job description for the position, and be provided background information related to the duties of the position. The Superintendent shall submit all costs associated with this examination to the Superintendent's insurance carrier. All non-insured costs shall be borne by the District. The physician shall submit a confidential written report to the Board and the Superintendent addressing only the Superintendent's fitness to perform his job. The physician's report shall specifically indicate whether or not the Superintendent has any physical or mental impairment that substantially limits the Superintendent's ability to perform the essential functions of his position. No confidential medical information shall be submitted to the Board, the District, any third party, or any of the District's officers, agents or employees unless it is determined that the Superintendent is unable to perform the essential functions of the position and such medical information is directly related



to such determination. If the Superintendent is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Superintendent to perform the essential functions of his position. If the District determines that the Superintendent is disabled and, following an interactive dialogue with the Superintendent, that he is unable to perform the essential functions of the position, the Superintendent agrees that this Agreement may be immediately terminated by the Board upon written notice to the Superintendent. Termination of this Agreement due to the Superintendent's inability to perform the essential functions of his position shall terminate the obligations of both the Board and the Superintendent under this Agreement. Notwithstanding any other provision of this Agreement, this section shall be the exclusive means of terminating this Agreement based upon the Superintendent's inability to perform the essential functions of his position.

6. **Superintendent's Duties.**

a. **General Duties.** The Superintendent is employed as District Superintendent and shall perform the duties of District Superintendent as prescribed by this Agreement, the laws of the State of California, Board Policy, and the Superintendent's job description. The Superintendent shall be chief executive officer and secretary of the Board. The Superintendent shall have primary responsibility for execution of Board Policy, responsibility for the duties prescribed by Education Code section 35035, and responsibility for any duties authorized by the Board pursuant to Education Code section 17604.

b. **Personnel Matters.** The Superintendent shall have primary responsibility for all personnel matters including selection, assignment, discipline, and dismissal of employees, subject to the approval or ratification of the Board as required by law or Board Policy. The Board shall refer all personnel complaints and concerns made to individual members of the Board, or the Board as a body, for review and action by the Superintendent.

c. **Administrative Functions.** The Superintendent, as the chief executive officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees as provided by California law and Board policy; (3) advise the Board of all possible sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and

improve his professional competence by all available means, including, but not limited to, subscription to and reading of appropriate periodicals; attendance at State and regional professional conferences and meetings; and membership in appropriate professional associations; (6) establish and maintain positive community, staff and Board relations; (7) serve as the Board's representative with respect to all employer-employee matters and make recommendations to the Board concerning those matters; (8) recommend to the Board, District goals and objectives for the ensuing school year; and (9) unless unavoidably detained, or with prior Board approval to be absent, attend all meetings of the Board with the exception of those closed sessions in which the Board discusses matters related to the Superintendent's employment or when excused from closed session by the Board. The Superintendent shall serve as an *ex officio* member on all Board committees and subcommittees, and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of the Board.

7. **Outside Professional Activities.** By prior approval of the Board, the Superintendent may undertake for consideration outside professional activities, including consulting, speaking and writing. The Superintendent's outside professional activities shall not occur during regular work hours or otherwise interfere with Superintendent's ability to satisfactorily perform the duties of the position. The Superintendent may, with prior approval of the Board, continue to draw a salary while engaged in such outside activities. In such cases, any honoraria paid to the Superintendent in connection with these activities shall be paid to the District. If the Superintendent chooses to use a holiday or non-work day to perform outside activities, the Superintendent may retain any honoraria paid. The Superintendent agrees not to use District staff or property in performing these outside activities without prior written approval by the Board. In no case will the District be responsible for any expenses attendant to the performance of such outside activities unless prior Board approval is obtained.

8. **Evaluation.**

a. **Annual Evaluation.** The Board shall devote a portion of at least one meeting annually to discuss and evaluate the performance and working relationship between the Superintendent and the Board. This evaluation shall be based on the duties of the position, the job description (if any) and any mutually agreed upon District goals and objectives, which shall be jointly developed by the Superintendent and the Board. The Board may conduct more than one formal written evaluation each school year.

b. **Self-Evaluation.** To assist the Board in the evaluation process, the Superintendent shall complete a written self-evaluation. This self-evaluation shall include a review of any action plans presented to the Superintendent at previous evaluations. In addition, the Superintendent agrees to provide the Board with a written report regarding his use of sick leave indicating days used during the current school year and the number of accrued, unused days remaining. The Superintendent agrees to submit a copy of this report of sick days to the District's payroll and personnel departments as well.

c. **Board Evaluation.** Upon receipt of the self-evaluation, the Board shall evaluate the Superintendent. To initiate the evaluation process, the Superintendent shall inform each member of the Board in writing of the need for an evaluation by February 15 each year. Upon completion, the Board shall meet with and provide a copy of the evaluation report to the Superintendent in a closed session Board meeting no later than March 31 each year; however, the Board's failure to evaluate the Superintendent or its failure to timely evaluate the Superintendent shall have no impact upon the terms of this Agreement or upon the Superintendent's salary.

d. **Action Plan.** Based upon findings specified in the evaluation report, the Superintendent, in collaboration with the Board, will prepare an action plan, if necessary, which will address areas identified as needing clarification, emphasis or improvement. The action plan will be included as an addendum to the evaluation report. If a jointly prepared action plan cannot be agreed upon, the Board, in its sole discretion, shall issue the action plan. The Superintendent and the Board shall sign the evaluation report and the action plan. However, failure of the Superintendent to sign the evaluation or action plan shall have no legal effect upon the Superintendent's duty to implement the evaluation and action plan.

e. **Outside Facilitator.** Whenever it is deemed desirable by the Governing Board, an outside advisor may be mutually selected by the Board and the Superintendent to facilitate discussion of the relationship of the Board and Superintendent. The outside advisor shall be paid for by the District.

## 9. **Termination of Agreement.**

a. **Mutual Consent.** This Agreement may be terminated at any time by mutual written consent of the Board and the Superintendent.

b. **Resignation.** The Superintendent may resign and terminate this Agreement only by providing the Board with at least sixty (60) calendar days advance written notice, unless the Parties agree otherwise.

c. **Non-Renewal of Agreement by the District.** The Board may elect not to renew this Agreement by providing written notice to the Superintendent prior to March 15 in accordance with Education Code section 44951 or other applicable provisions of law.

d. **Termination for Cause.** The Board may terminate the Superintendent for: (1) breach of this Agreement; (2) unsatisfactory performance established by at least two consecutive annual written evaluations conducted in two separate school years; (3) refusal or failure to act in accordance with a specific provision of this Agreement or a lawful directive or order of a majority of the Board; (4) any grounds enumerated in Education Code sections 44932, 44933, or 44939; (5) conviction of or a “nolo” plea to a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (6) any act causing the suspension or revocation of any credential held by the Superintendent; or (7) inability to perform the essential functions of the position with or without reasonable accommodation. Notwithstanding Labor Code section 2924, the Parties agree that the determination of cause shall be based upon the Board’s reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. If cause exists, the Board shall meet with the Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes supports the termination. If the Superintendent disputes the charges, the Superintendent shall then be entitled to a conference before the Board in closed session. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Superintendent believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent’s conference before the Board shall be deemed to satisfy the Superintendent’s entitlement to due process of law and shall be the Superintendent’s exclusive

right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

e. **Termination without Cause.** The Board may, at its discretion and for any reason, without cause or a hearing, terminate this Agreement at any time upon forty-five (45) days written notice to the Superintendent. If the Board elects the option to terminate this Agreement without cause, the Superintendent shall receive the Superintendent's regular salary for the remainder of the Term, or twelve (12) months, whichever is less, and shall additionally be entitled to the health insurance benefits that the Superintendent has elected for the same period of time.

All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay; accordingly, no payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for CalSTRS or CalPERS retirement purposes and no deductions shall be made for retirement purposes.

The Parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement without cause cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code section 53260 et. seq.

f. **Termination for Unlawful Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of



funds, or other illegal fiscal practices, then the Board may immediately terminate the Superintendent solely upon written notice to the Superintendent and the Superintendent shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

g. **Death.** Death of the Superintendent terminates the Agreement immediately. In such an event, all salary and other monetary amounts due to the Superintendent at the time of death, if any, shall be paid to the Superintendent's estate unless otherwise declared in writing by the Superintendent.

10. **Disability of the Superintendent.** If the District determines that the Superintendent is disabled and, following an interactive dialogue with the Superintendent, that the Superintendent is unable to perform the essential functions of the position, this Agreement may be immediately terminated by the Board upon written notice to the Superintendent.

11. **Renewal.** If this Agreement is not terminated as provided by this Agreement, it shall be renewed for an additional fiscal year.

12. **Tax/Retirement Liability.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, whether compensation or service is creditable for purposes of retirement, all tax and retirement consequences stemming from any payments made to the Superintendent as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance.

13. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, should the Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Superintendent if the Superintendent is convicted of a crime involving an abuse of the Superintendent's office or position. In addition, if the District funds the criminal defense of the Superintendent against charges involving abuse of office or position and the Superintendent is then convicted of such

charges, the Superintendent shall fully reimburse the District all funds expended for the Superintendent's criminal defense.

14. **Notification by Superintendent Prior to Seeking Other Employment.** If the Superintendent desires to seek employment elsewhere during the term of this Agreement, prior to doing so, the Superintendent shall notify the Board in writing and, upon request, explain the Superintendent's reasons for having an interest in other employment. In addition, the Superintendent shall immediately notify the Board in writing if the Superintendent becomes a finalist for employment outside the District.

15. **Mediation.** The Superintendent and Board agree to make a good faith effort to settle any dispute that arises under this Agreement through discussion and negotiations. If the dispute is not resolved within thirty (30) calendar days, the dispute shall be mediated unless the Parties agree otherwise in writing. Both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. If the Parties cannot agree on a mediator, the mediator shall be appointed by the State Conciliation and Mediation Service unless the Parties agree otherwise. The mediator's fee, if any, shall be paid by the District. Each party shall bear its own attorney fees and costs. Any mediator selected by the Parties shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, shall not be binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115 et seq. and shall sign a written document to that effect.

16. **General Provisions.**

a. **Governing Law/Venue.** This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Tulare County, California.

b. **Entire Agreement.** This Agreement, including the job description for the Superintendent position, contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. Further, this Agreement shall supersede all prior oral or written employment contracts or agreements between the Parties executed prior to the date of this Agreement including.

c. **No Assignment.** The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.

e. **Exclusivity.** To the extent permitted by law, the Parties agree that the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks or similar documents.

f. **Management Hours.** The Parties recognize that the demands of the position will require Superintendent to average more than eight (8) hours a day and/or more than 40 hours per week. The Parties agree that the Superintendent shall not be entitled to overtime compensation.

g. **Construction.** This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.

h. **Execution of Other Documents.** The Parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

i. **Independent Review.** The Parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this Agreement, including tax and retirement consequences. The Parties acknowledge that the terms of this Agreement have been read and fully explained and that those terms are fully understood and voluntarily accepted.

j. **Binding Effect.** This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.

k. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A copy, facsimile, photographic copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement and shall be as valid as an original for any purpose.

l. **Savings Clause.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

m. **Public Record.** The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

n. **Integration.** This Agreement constitutes a complete and exclusive statement of the understanding between the Parties with respect to its subject matter. This Agreement supersedes any and all other prior communications between the Parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the subject matter not expressly set forth in this Agreement are of no force and effect.

o. **Waiver.** Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

p. **Indemnity.** As provided by Government Code sections 825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as an agent and employee of the District. Upon retirement or separation from the District, the Superintendent will continue to be indemnified for any actions taken against the Superintendent to the extent required by law.

q. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's Governing Board as required by law.

Dated: June 27, 2023

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Lynn Simmons  
President of the Board of Trustees  
Monson-Sultana Joint Union Elementary  
School District

This Agreement was approved by the Governing Board in open session at a Board of Trustees meeting held on June 27, 2023.



### ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation or omission during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms or this Employment Agreement.

I hold legal and valid administrative and teaching credentials, each of which is or will be recorded in the Tulare County Office of Education before receipt of my first payroll warrant and I agree to maintain in full force all of my credentials throughout the term of this Agreement.

Dated: June 27, 2023

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Roberto C. Vaca  
Superintendent

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**June 27, 2023**

**AGENDA SECTION:** **CONSENT**

**AGENDA ITEM:** **10.0 AUTHORIZATION OF VENDOR PAYMENTS REPORTS  
DATED JUNE 2, 2023 THROUGH JUNE 16, 2023**

**ATTACHMENTS:** **ACCOUNTS PAYABLE FINAL REPORTS**

**DISCUSSION:**

The attached Accounts Payable Final Reports dated June 2, 2023 through June 16, 2023 are for expenditures after May 30, 2023 and before June 16, 2023.

**RECOMMENDATION:** The Superintendent recommends that the Board  
**APPROVE** the Accounts Payable Final Reports.

**PROPOSED ACTION:** **APPROVE**

29	Monson-Sultana Jr. Union Elem. School District	Total Payments Report		Report Date:	06/22/2023	
		Detailed Subtotal by Vendor			1:23:46 PM	
		Date Paid between 05/30/2023 and 06/16/2023				
9	ABE-EL WHOLESale INC	00	PV	231171 06/02/2023	91775	0 62184562 O 130-53100-0-00000-37000-47000-0-0000
						Produce - Summer School \$45.89
	ABE-EL WHOLESale INC	00	PV	231197 06/09/2023	91869	0 62186856 O 130-53100-0-00000-37000-47000-0-0000
						Produce - Summer School \$158.25
	ABE-EL WHOLESale INC	00	PV	231208 06/09/2023	91838	0 62186856 O 130-53100-0-00000-37000-47000-0-0000
						Produce - Summer School \$112.79
	ABE-EL WHOLESale INC	00	PV	231226 06/16/2023	91933	0 62188789 O 130-53100-0-00000-37000-47000-0-0000
						Produce - Summer School \$146.42
10	ACSA	00	PV	231236 06/16/2023	2023/24 DU	0 62188790 O 010-00000-0-00000-73000-53000-0-0104
						23/24 Dues - Cortez \$463.35 *
	ACSA	00	PV	231237 06/16/2023	2023/24 DU	0 62188790 O 010-07200-0-11100-31100-53000-0-0104
						23/24 Dues - Valdez \$1,072.28
311	ADT COMMERCIAL	00	PV	231243 06/16/2023	2703353	0 62188791 O 010-00000-0-00000-81000-55000-0-0000
						Total Payment Amount: \$1,992.87 *
1365	ALLIED STORAGE CONTAINERS	00	PV	231221 06/09/2023	M23050743	0 62186857 R 010-81500-0-00000-81101-56000-0-0000
						Total Payment Amount: \$2,533.54 *
1339	AM-TECH INSPECTION SERVICES LL	06	PV	231183 06/02/2023	4210	0 62184563 R 350-77120-0-00000-85000-62900-0-1000
						Transport Fee for Sealrain Container \$107.75
	AM-TECH INSPECTION SERVICES LL	06	PV	231188 06/02/2023	1968	0 62184563 R 010-32130-0-00000-85000-62900-0-0303
						Inspection - Modular \$8,800.00
						Inspection - Gym \$8,800.00
675	AWARDS & SIGNS UNLIMITED	06	PV	231175 06/02/2023	11817	0 62184564 O 010-00000-0-00000-72000-43000-0-0000
						Plaques at Year End Assemblies \$17,600.00 *
1291	BDtech	00	PV	231247 06/16/2023	4795	0 62188792 O 010-58144-0-11100-24200-44000-1-2100
						Printers \$96.57 *
	BDtech	00	PV	231247 06/16/2023	4795	0 62188792 O 010-58144-0-11100-24200-43000-1-2100
						Printers \$2,284.30
						Printers \$7,273.13
909	BESE, DENISE	00	PV	231220 06/09/2023	REIMBURS	0 62186858 R 010-07200-0-11100-24203-43000-2-0123
						Reimbursement - Library Books \$9,557.43 *
	BESE, DENISE	00	PV	231219 06/09/2023	REIMBURS	0 62186858 R 010-00000-0-00000-24203-43000-0-0000
						Reimbursement - Library Books \$1,719.01
						Reimbursement - Library Books \$372.90
1085	BOB MCCLOSKEY INSURANCE	00	PV	231234 06/16/2023	INSURANC	0 62188793 O 010-00000-0-00000-72000-54500-0-0000
						23/24 Student Insurance \$2,091.91 *
						Total Payment Amount: \$772.20
85	BUS WEST	00	PV	231252 06/16/2023	XAA100428	0 62188794 O 010-07230-0-00000-36000-43000-0-0000
						Valve - Bus #10 \$772.20 *
499	CALIFORNIA BUSINESS MACHINES	00	PV	231206 06/09/2023	324533	0 62186859 R 010-11000-0-11100-10000-56000-0-0000
						Total Payment Amount: \$103.16 *
631	CASBO	00	PV	231216 06/09/2023	000200336	0 62186860 O 010-00000-0-00000-72000-53000-0-0000
						23/24 CASBO Dues \$913.34 *
816	CATAPULTK 12	00	PV	231215 06/09/2023	1046704	0 62186861 O 010-00000-0-00000-77000-56000-1-0000
						Total Payment Amount: \$850.00 *
800	CENTRAL VALLEY CULLIGAN	00	PV	231154 06/02/2023	193919	0 62184565 R 130-53100-0-00000-37000-56000-0-0000
						Total Payment Amount: \$359.40 *
	CENTRAL VALLEY CULLIGAN	00	PV	231155 06/02/2023	193862	0 62184565 R 010-00000-0-00000-72000-56000-0-0000
						\$136.00
						\$104.40
1151	CIT	00	PV	231231 06/16/2023	42542579	0 62188795 O 010-11000-0-11100-10000-56000-0-0000
						Total Payment Amount: \$240.40 *
	CIT	00	PV	231231 06/16/2023	42542579	0 62188795 O 010-11000-0-11100-10000-56000-0-0000
						\$499.00
1066	CVIN LLC	06	PV	231211 06/09/2023	45076	0 62186862 R 010-00000-0-00000-77000-59000-1-0000
						Total Payment Amount: \$38.68
111	DINUBA LUMBER CO.	00	PV	231230 06/16/2023	613077	0 62188796 O 010-00000-0-00000-81000-43000-0-0000
						Total Payment Amount: \$150.00 *
1208	EDUCATION CONSULTING SERVICE	00	PV	231232 06/16/2023	2022/23-10	0 62188797 O 010-07200-0-11100-10000-58000-2-0305
						Painting supplies \$103.61
1158	EWING IRRIGATION PRODUCTS, INC	00	PV	231193 06/02/2023	19577529	0 62184566 R 010-00000-0-00000-81000-43000-0-0000
						Total Payment Amount: \$1,000.00 *
	EWING IRRIGATION PRODUCTS, INC	00	PV	231169 06/02/2023	19567680	0 62184566 R 010-00000-0-00000-81000-43000-0-0000
						Sprinkler supplies \$374.07
						Sprinkler supplies \$436.61
1168	FUEL	00	PV	231202 06/09/2023	1180	0 62186863 O 010-26000-0-11100-10000-51000-2-0111
						Total Payment Amount: \$810.68 *
	FUEL	00	PV	231204 06/09/2023	1178	0 62186863 O 010-26000-0-11100-10000-51000-2-0111
						ELOP Program \$30,730.27
	FUEL	00	PV	231205 06/09/2023	1179	0 62186863 O 010-26000-0-11100-10000-51000-2-0111
						ELOP Program \$28,730.36
	FUEL	00	PV	231209 06/09/2023	1176	0 62186863 O 010-60100-0-11100-10000-51000-4-0304
						ELOP Program \$25,545.54
						ASES Program \$22,437.22
						Total Payment Amount: \$107,443.39 *



29		Monson-Sultana Jr. Union Elem. School District		Total Payments Report		Report Date:		06/22/2023			
				Detailed Subtotalled by Vendor				1:23:46 PM			
				Date Paid between 05/30/2023 and 06/16/2023							
868	SEQUOIA HORTICULTURAL PRODUCTS	00	PV	231246/06/16/2023	63365	0	62188807	O	010-81500-0-00000-81101-43000-0-0000	Wood Chips	\$3,546.25 *
											\$4,221.42
1079	SILVAS OIL COMPANY, INC	00	PV	231192/06/02/2023	619408	0	62184575	R	010-07230-0-00000-36000-43000-0-0000		\$4,221.42 *
											\$1,500.85
359	SISC	00	PV	231218/06/09/2023	JUNE INS	0	62186870	O	010-00000-0-00000-00000-95028-0-0000	June Insurance	\$1,500.85 *
											\$2,769.80
											\$57,203.44
360	SMALL SCHOOL DISTRICTS ASSOC.	00	PV	231214/06/09/2023	17-05422	0	62186871	O	010-00000-0-00000-71100-53000-0-0000	23/24 Membership Dues	\$59,973.24 *
											\$825.00
1314	SOILS ENGINEERING, INC	00	PV	231212/06/09/2023	35020	0	62186872	O	010-32130-0-00000-85000-62100-0-0303	Inspection Fees - Gym	\$825.00 *
											\$892.32
											\$4,058.00
366	SOUTHERN CALIFORNIA GAS CO	00	PV	231198/06/09/2023	132 716 104	0	62186873	O	010-00000-0-00000-81000-55000-0-0000		\$4,950.32 *
											\$41.36
											\$208.27
850	SOUTHWEST SCHOOL & OFFICE SUPP	00	PV	231156/06/02/2023	6000109672	0	62184576	O	010-26000-0-11350-10000-43000-2-0111	Summer School Supplies	\$249.63 *
											\$102.02
374	SULTANA COMMUNITY SERVICES	00	PV	231229/06/16/2023	02121043	0	62188809	O	010-00000-0-00000-81000-55000-0-0000		\$102.02 *
											\$439.14
624	SYSCO FOODSERVICES	00	PV	231160/06/02/2023	384609291	0	62184577	R	130-53100-0-00000-37000-47000-0-0000		\$439.14 *
											\$2,516.28
											\$127.00
											\$1,834.09
											\$534.44
											\$1,269.57
											\$2,136.66
											\$947.89
											\$1,263.07
											\$449.74
											\$50.53
											\$1,672.24
											\$233.13
1249	THE HOME DEPOT PRO	00	PV	231224/06/09/2023	747991461	0	62186874	R	010-00000-0-00000-81000-43000-0-0000	Custodial Supplies	\$13,034.64 *
											\$2,207.16
											\$41.42
1294	T-MOBILE	00	PV	231233/06/16/2023	969604954	0	62188810	O	010-41270-0-11100-24200-58000-1-2021	Hot Spots - April	\$2,248.58 *
											\$460.00
											\$460.00
											\$460.00
											\$460.00
573	TULARE COUNTY JAIL INDUSTRIES	00	PV	231170/06/02/2023	19813	0	62184578	O	010-00000-0-00000-72000-43000-0-0000	Submission Signs 2022/23	\$1,840.00 *
											\$384.74
611	TULARE COUNTY OFFICE OF EDUCAT	00	PV	231190/06/02/2023	233002	0	62184579	O	010-07200-0-11100-10000-58000-2-0118	Scion - 6th Grade	\$384.74 *
											\$9,794.68
											\$20,000.00
											\$40.00
903	U.S. BANCORP SERVICE CENTER	00	PV	231185/06/02/2023	VACA	0	62184580	R	010-00000-0-00000-71500-43001-0-0000	Lunch Mfg - Simmons	\$29,834.68 *
											\$27.63
											\$87.74





[illegible]

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**June 27, 2023**

**AGENDA SECTION:** **PERSONNEL**

**AGENDA ITEM:** **11.0 PERSONNEL ORDER**

**ATTACHMENTS:** **NONE**

**DISCUSSION:**

11.1.1 Garrett, Carla	Retirement effective June 16, 2023.
11.1.2 Huerta, Joshua Jacob	Resigned effective June 15, 2023

**RECOMMENDATION:** **The Superintendent recommends that the Board approve the personnel order as presented.**

**PROPOSED ACTION:** **APPROVE**