

# MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

## Board of Trustees Meeting Agenda

**AGENDA**                                      **November 1, 2022**                                      **School Office**                                      **8:00 A.M.**

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**1.0 Call to Order**

- 1.1 Flag Salute
- 1.2 Roll Call
- 1.3 Introduce Guests

**2.0 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.

**3.0 Approval of Minutes – October 4, 2022**

**4.0 Correspondence - None**

**5.0 Superintendent's/Principal's Report**

**6.0 Old Business - None**

**7.0 Consent Items**

**7.1 Interdistrict Requests**

- 7.1.1 Solorio (8th Grade) New from Kings Canyon (A)
- 7.1.2 Vazquez (8th & 7th Grades) New from Kings Canyon (A)
- 7.1.3 Lopez Solorzano (7th Grade) New from Cutler-Orosi (A)

**7.2 Conflict of Interest Code Amendment (A)**

**7.3 Proposed Field Trips 2022-2023 (A)**

**7.4 Server Purchase (A)**

**7.5 School Safety Software Program Scope of Service & User Agreement (A)**

**7.6 Organizational Meeting Date (A)**

**7.7 Annual Renewal of Super CO-OP School Year (SY) 2023-2024 (A)**

**7.8 Annual Report of Developer Fees for Fiscal Year 2021-2022 (A)**

**7.9 Budget Revision 011-22 (A)**

**8.0 Authorization of Vendor Payments dated 9/30/2022 through 10/14/2022 (A)**

**9.0 Personnel**

**9.1 Personnel Order (A)**

**10.0 Closed Session**

- 10.1 The board may enter into closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3459.1, 54956.6, 54956.9, 54957, and 54958.6 and Education Code Sections 35136 and 48913.

**11.0 Adjournment (A)**

\*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.

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

**Regular Meeting**

**October 4, 2022**

**6:00 P.M**

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**1.0 CALL TO ORDER:**

The meeting was called to order by Trustee Simmons at 6:00 P.M.

**1.1 Flag Salute**

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

**1.2 Roll Call**

Trustees present: Quintana, George, Cepeda, Bellanap, and Simmons

Trustees absent: None

Secretary: Roberto Vaca, present

**1.3 Guests/Staff Present**

Benita Cortez, Jaqueline Montejano, Dain Arias, Melissa Valdez, Stephen Miller, Vicki Worthley, and Mary Pauls.

**2.0 OPPORTUNITY TO  
ADDRESS THE BOARD:**

None

**3.0 APPROVAL OF MINUTES:**

Trustee Quintana moved and Trustee George seconded the motion to approve the minutes of the September 6, 2022 regular meeting. PASSED

**4.0 CORRESPONDENCE:**

**4.1 2022-2023 Budget  
Approval Letter**

Business Manager, Benita Cortez shared correspondence from Tulare County Office of Education indicating approval of Monson-Sultana's adopted budget for the 2022-2023 fiscal year.

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

Superintendent Vaca gave a debrief on his staff and parent engagement sessions and forum, summary of the Ground Breaking Ceremony, and update on the JTS Shop visit and construction projects. The report also included an update on the Monson-Sultana School Logo, Student Council Process and interviews, and a successful Donuts with Dad which was brought back by the Booster Club. Before turning over the report to presentation by the Learning Director, Melissa Valdez and the Academic Coach, Stephen Miller, upcoming campus events were reviewed. The presentation by Mrs. Valdez & Mr. Miller covered test scores in comparison to other schools and the plan for teaching and learning that will help the school with Comprehensive Support and Improvement (CSI) status.

**6.0 OLD BUSINESS:**

None

**7.0 CONSENT ITEMS:**

**7.1 Interdistrict Requests**

Trustee George moved and Trustee Cepeda seconded the motion to approve inter district requests as presented. PASSED

- 7.2 2022-2023 District Calendar Amendment Trustee Cepeda moved and Trustee Belknap seconded the motion to approve the proposed amendment to the District Calendar for the 2022-2023 school year: change of inservice dates from November 1st to November 10th of 2022. PASSED
- 7.3 Soils Engineering Agreement Trustee George moved and Trustee Cepeda seconded the motion to approve the agreement with Soils Engineering Inc for the new, four (4) Classroom Modular Projects at Monson-Sultana Joint Union Elementary School. PASSED
- 7.4 KYA Contract Amendment Proposal Trustee Quintana moved and Trustee Belknap seconded the motion to approve the proposal for addition of HVAC and two (2) fans. PASSED
- 7.5 Drinking Water Project Installation Trustee Belknap moved and Trustee George seconded the motion to approve the installation of water fountains from Modern Plumbing and Supply, Co. PASSED
- 7.6 Bus Purchase Piggyback Resolution 10-22-01 Trustee Cepeda moved and Trustee Belknap seconded the motion to approve the resolution for the piggyback agreement for the purchase of two buses from Creative Bus Sales. PASSED
- 7.7 HVAC Unit Replacement Trustee Belknap moved and Trustee George seconded the motion to approve the purchase of the Air Conditioning unit from McGee Refrigeration, Inc. PASSED
- 7.8 2022-2023 Carnival Fundraiser & Concessions Trustee George moved and Trustee Cepeda seconded the motion to approve the requested fundraiser and concessions events for the 2022-2023 school year. PASSED

## 8.0 AUTHORIZATION OF VENDOR PAYMENTS:

Trustee Cepeda moved and Trustee Quintana seconded the motion to approve vendor payments for the period of 8/15/2022 through 9/15/2022. PASSED

## 9.0 PERSONNEL:

- 9.1 Personnel Order Trustee Quintana moved and Trustee Cepeda seconded the motion to approve personnel orders 9.1.1, maternity leave of Stephanie Caldera, and 9.1.2, medical leave of Audrie Adlard. PASSED

## 10.0 ADJOURNMENT:

Meeting adjourned at 7:00 P.M.

Respectfully Submitted,

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

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

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

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

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

\_\_\_\_\_  
Bette J. George Trustee

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**November 1, 2022**

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

**AGENDA ITEM:** **5.1 GOOD THINGS HAPPENING AT MSJUESD**

**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.

**RECOMMENDATION:** **NONE**

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

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**November 1, 2022**

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

**AGENDA ITEM:** **7.1 INTERDISTRICT REQUESTS**

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

**DISCUSSION:**

- 7.1.1 Solorio (8th Grade) New from Kings Canyon (A)
- 7.1.2 Vazquez (8th & 7th Grades) New from Kings Canyon (A)
- 7.1.3 Lopez Solorzano (7th Grade) New from Cutler-Orosi (A)

**RECOMMENDATION:** The Superintendent recommends that the Board approve items 7.1.1 and 7.1.2 and deny item 7.1.3.

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

**INTERDISTRICT ATTENDANCE AGREEMENT REQUESTS  
MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT  
NOVEMBER 1, 2022**

<b>Name</b>	<b>Grade</b>	<b>From</b>	<b>To</b>	<b>Year</b>	<b>Reason</b>	<b>Recommendation</b>
Solorio Garibay, Alexa	8th	Kings Canyon	Monson-Sultana	2022-2023	New	Approval
Vazquez, Margaret	8th	Kings Canyon	Monson-Sultana	2022-2023	New	Approval
Vazquez, Kimberly	7th	Kings Canyon	Monson-Sultana	2022-2023	New	Approval
Lopez Solorzano, Adriana	7th	Cutler-Orosi	Monson-Sultana	2022-2023	New	Denial

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**November 1, 2022**

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

**AGENDA ITEM:** **7.2 CONFLICT OF INTEREST CODE AMENDMENT**

**ATTACHMENTS:** **AMENDED CONFLICT OF INTEREST CODE**

**DISCUSSION:**

The Political Reform Act requires local governmental agencies to adopt a conflict of interest code and update it from time-to-time to reflect changes in the decision-making employment positions of the agency. More specifically, local government agencies are required to conduct a review of their conflict of interest codes at least every even-numbered year, and report to their code reviewing body whether amendments are necessary. There was no amendment filed within the last two years; however, the adoption of this Conflict of Interest Code is over six (6) years old and requires an amendment which clarifies all designated positions and disclosure categories.

**RECOMMENDATION:** The Superintendent recommends that the Board approve the Amended Conflict of Interest Code.

**PROPOSED ACTION:** APPROVE

Monson-Sultana Joint Union Elementary School District |

9000 | E 9270 Board Bylaws Conflict of Interest

**MONSON-SULTANA JOINT UNION ELEMENTARY  
SCHOOL DISTRICT  
CONFLICT OF INTEREST CODE**

The Political Reform Act of 1974 (Government Code section 81000, *et seq.*) requires state and local government agencies to promulgate and adopt conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Title 2, California Code of Regulations section 18730) that contains certain terms that constitute conflicts of interest, which with any amendments to it and with the attached Appendix specifying designated positions and disclosure categories, are hereby incorporated by reference and shall constitute the Richgrove School District's ("District's") conflict of interest code.

Governing Board members and employees designated in the Appendix shall file a Statement of Economic Interest/FPPC Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the District and, if so required, with the District's code-reviewing body. For the Superintendent and the Governing Board members, the District shall make and retain a copy and forward the original Form 700s to the Clerk of the Tulare County Board of Supervisors. The District shall retain the disclosure statements for no less than seven (7) years and shall make the statements available for public inspection and reproduction upon request.

## APPENDIX

### DISCLOSURE CATEGORIES:

All disclosures are to include Tulare and Kern Counties as the District conducts frequent business with entities in both counties.

1. Disclosure Category 1: Persons designated for Category 1 shall disclose, in accordance with Government Code section 87200:
  - a. All interests in real property located entirely or partly within District boundaries, or within two miles of District boundaries, or of any land owned or used by the District. Such interests include any leasehold, beneficial or ownership interest, or option to acquire such interests in real property.
  - b. All investments, business positions, ownership or income, including gifts, loans, and travel payments, from sources which:
    - (1) Are engaged in the acquisition or disposal of real property within the district,
    - (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the District, or
    - (3) Manufacture or sell supplies, books, machinery, or equipment of the type used by the District.
2. Disclosure Category 2: A person designated Category 2 shall disclose:
  - a. All interests, investments, business positions, ownership or income, including gifts, loans, and travel payments, from sources which: Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs; or
  - b. Investments, business positions, ownership or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For purposes of this category, a principal's department is their entire school.
3. Full Disclosure: Because it has been determined that the District's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

4. Disclosures for Consultants:

Consultants are the equivalent of designated employees who must disclose financial interests. Whether a consultant shall be designated as such shall be determined on a case-by-case basis by the Superintendent or designee in consultation with legal counsel. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. Legal counsel shall review and issue a written opinion regarding the Superintendent's final determination. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the District, makes or participates in the making of a governmental decision whether to:<sup>1</sup>

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the District to enter into, modify, or renew a contract that requires District approval
5. Grant District approval to a contract that requires District approval and in which the District is a party, or to the specifications for such a contract
6. Grant District approval to a plan, design, report, study, or similar item
7. Adopt or grant District approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the District, serves in a staff capacity with the District and in that capacity participates in making a governmental decision as defined in 2 C.C.R. section 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's conflict of interest code.

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<sup>1</sup>

## DESIGNATED POSITIONS

### Designated Position and Disclosure Category:

Governing Board Members .....	3
Superintendent .....	3
Principal .....	1
Vice Principal .....	1
Chief Financial (Business) Officer .....	1
Business Clerk .....	2
Maintenance, Operations, & Transportation / Facilities Director .....	2
Food Service Director .....	2
Preschool Director/Site Supervisor .....	2
Athletic Director .....	2
Curriculum Director .....	2
Technology Director .....	1
Technology Staff .....	2

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Approved (amended doc): November 1, 2022 Sultana, California

## **APPENDIX B (DISCLOSURE CATEGORIES)**

Designated persons in the following categories must disclose:

1. **Full Disclosure:**

All interests in real property located entirely or partly within this Agency's jurisdiction or boundaries, or within two miles of this Agency's jurisdiction or boundaries or of any land owned or used by this Agency. Such interests include any leasehold, ownership interest or option to acquire such interest in real property.

All investments, business positions, ownership and sources of income, including gifts, loans and travel payments.

2. **Full Disclosure (excluding interests in real property):**

All investments, business positions, ownership and sources of income, including gifts, loans and travel payments.

3. **Interests in Real Property (only):**

All interests in real property located entirely or partly within this Agency's jurisdiction or boundaries, or within two miles of this Agency's jurisdiction or boundaries or of any land owned or used by this Agency. Such interests include any leasehold, ownership interest or option to acquire such interest in real property.

4. **General Contracting (two options):**

A. All investments, business positions, ownership and sources of income, including gifts, loans and travel payments, from sources that provide, or have provided in the last two years, leased facilities, goods, supplies, materials, equipment, vehicles, machinery, services, or the like, including training or consulting services, of the type utilized by the Agency.

*(Intended for employees whose duties and decisions involve contracting and purchasing for the entire Agency.)*

B. All investments, business positions, ownership and sources of income, including gifts, loans and travel payments, from sources that provide, or have provided in the last two years, leased facilities, goods, supplies, materials, equipment, vehicles, machinery, services, or the like, including training or consulting services, of the type utilized by the employee's department or area of authority.

*(Intended for employees whose duties and decisions involve contracting and purchasing for a specific department or area of authority.)*

**5. Regulatory, Permit or Licensing Duties (two options):**

A. All investments, business positions, ownership and sources of income, including gifts, loans and travel payments, from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before this Agency.

*(Intended for employees of agencies that license or regulate.)*

B. All investments, business positions and income, including gifts, loans and travel payments, from sources that either contract to provide education or training required by the this Agency to qualify for or maintain a license, or entities that provide education or training services which courses or curricula are approved by this Agency.

*(Intended for employees of agencies that license occupations or approve classes or curricula to obtain or maintain any occupational license.)*

**6. Grant/Service Providers/Agencies that Oversee Programs (two options):**

A. All investments, business positions, ownership and sources of income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through this Agency.

*(Intended for employees whose duties and decisions involve awards of monies or grants to organizations or individuals.)*

B. All investments, business positions, ownership and sources of income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to offer or provide consulting, rehabilitative or educational services concerning the prevention, treatment or rehabilitation of persons.

*(Intended for employees who also approves programs for rehabilitative services.)*

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MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT  
RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, the California Political Reform Act, Government Code sections 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Monson-Sultana Joint Union Elementary School District has previously adopted a local conflict of interest code; and

WHEREAS, implementing regulations may require conforming amendments to be made to the District's conflict of interest code; and

WHEREAS, the Monson-Sultana Joint Union Elementary School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the District's conflict of interest code shall be rescinded and superseded by this resolution, bylaw and Appendixes.

NOW THEREFORE BE IT RESOLVED that the Monson-Sultana Joint Union Elementary School District Governing Board adopts the following "Amended2223" Conflict of Interest Code including its Appendixes of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS 1st day of November, 2022, at a meeting, by the following vote:

A YES:

NOES: -0-

ABSENT: -0-

Attest:

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Signed; Delbert Quintana

Board Clerk

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**November 1, 2022**

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

**AGENDA ITEM:** **7.3 PROPOSED FIELD TRIPS 2022-2023**

**ATTACHMENTS:** **NONE**

**DISCUSSION:**

The superintendent recommends approval of the remaining field trips for the 2022-2023 school year:

TK: ImagineU - February 22, 2023

Kindergarten: Fresno Zoo - April 14, 2023

1st Grade: Fresno Discovery Center - February 24th, 2023

2nd Grade: Pismo Monarch Butterfly Grove, Avila Aquarium - January 25, 2023

3rd Grade: Big Trees and Cat Haven - February 23rd, 2023

5th Grade: SCICON Day Trip (January 13, 2023) & Monterey Bay Aquarium (March 22, 2023)

6th Grade: SCICON - February 14-17, 2023

7th Grade: California Science Center @ Exposition Park, USC, Olvera St. Los Angeles  
April 13, 2023

**RECOMMENDATION:** The Superintendent recommends that the Board  
**APPROVE** all remaining, proposed field trips for the  
2022-2023 school year.

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

**MONSON-SULTANA JOINT ELEMENTARY UNIFIED SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**November 1, 2022**

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

**AGENDA ITEM:** **7.4 Server Purchase**

**ATTACHMENTS:** **CDW-G Quote**  
**Serversupply Quote**  
**Connection Quote**

**DISCUSSION:** The District has been awarded a USDA Grant for the purchase of Technology upgrades. The District received three quotes and recommended approval of purchase from CDW-G. The recommendation is due to supply availability.

**RECOMMENDATION:** The Superintendent recommends that the Board approve the purchase of 2 servers from CDW-G.

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

# ServerSupply.com Inc.

750 Shames Dr.  
Westbury, New York 11590  
516-334-7700  
516-334-7727 Fax

Quote #	3994369
Date	10/26/2022
Time	3:31:20 PM

Bill To		Ship To	
		Receiving	
		Reference	
Rep	Terms	Delivery	Tax Rate
THOMAS	CreditCard	Ground	0.00%

QTY	Part Number	Description	Unit Cost	Sub Total
2	P40400-B21	HPE P40400-B21 PROLIANT DL360 GEN10 NC MODEL - 2X INTEL XEON 20-CORE GOLD 6248 / 2.5 GHZ, 64(2X32)GB DDR4 SDRAM, SMART ARRAY P4081-A2GB WITH SMART STORAGE BATTERY, ETH 10/25GB 2P	\$11,000.00	\$22,000.00
1	Discount	1% Discount	(\$220.00)	(\$220.00)
			SubTotal	\$21,780.00

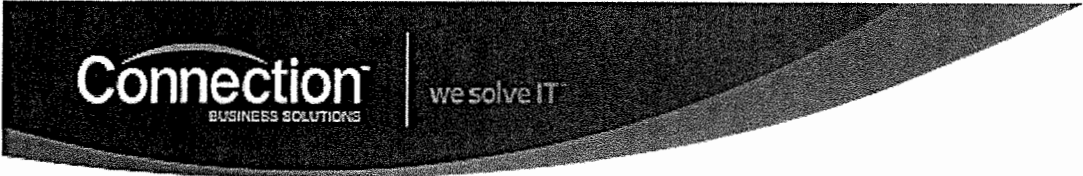
OPTIONAL

Tax	\$0.00
Shipping	\$0.00
Total	\$21,780.00


<http://www.serversupply.com/policies.asp>

Tracker :

Status : QUOTE



My Cart Detail

	Product	Unit Price	Qty	Total
	HPE ProLiant DL360 Gen10 Xeon Gold 6248 2P 64G NC Temporarily Out-of-Stock Call for next available delivery Item#: 41204836 Mfg. Part#: P40400-B21	\$15,703.48	2	\$31,406.96

Subtotal:	\$31,406.96
Shipping & Handling: Best Way - Ground	\$0.00
Tax:	\$0.00
Total:	\$31,406.96



Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

## Review and Complete Purchase

DAIN ARIAS,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

### Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1C91FTT	10/26/2022	SERVERS	3777088	\$33,726.12

#### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>HPE ProLiant DL360 Gen10 Network Choice - rack-mountable - Xeon Gold 6248 2</u> Mfg. Part#: P40400-B21 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	2	6356116	\$14,560.69	\$29,121.38
<u>HPE Midline - hard drive - 2 TB - SAS 12Gb s</u> Mfg. Part#: 872485-B21 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	8	6424548	\$272.37	\$2,178.96

<b>SUBTOTAL</b>	\$31,300.34
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$2,425.78
<b>GRAND TOTAL</b>	<b>\$33,726.12</b>

#### PURCHASER BILLING INFO

**Billing Address:**  
MONSON-SULTANA JOINT UNION ESD  
ACCTS PAYABLE  
PO BOX 25  
10643 AVE 416  
SULTANA, CA 93666-0025  
**Phone:** (559) 591-1634  
**Payment Terms:**

#### DELIVER TO

**Shipping Address:**  
MSSCHOOL  
ATTN:DAIN ARIAS  
10643 AVENUE 416  
SULTANA, CA 93666-7532  
**Phone:** (559) 591-1634  
**Shipping Method:** DROP SHIP-GROUND

#### Please remit payments to:

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



#### Sales Contact Info

Mary Kate Fee | (866) 292-7255 | [maryfee@cdw.com](mailto:maryfee@cdw.com)

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**November 1, 2022**

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

**AGENDA ITEM:** **7.5 SCHOOL SAFETY SOFTWARE PROGRAM SCOPE OF SERVICE & USER AGREEMENT**

**ATTACHMENTS:** **SCOPE OF SERVICE EXHIBITS AND PROPOSED AGREEMENT**

**DISCUSSION:**

This software is used in case of emergencies on school campuses that will aid in school safety if there were to ever be an emergency, such as a lock down, intruder, active shooter, etc. Tulare County would be able to access our cameras and systems to be able to guide their personnel to the threat on campus from wherever they are located. Other school districts, such as Kings River Union Elementary have already established an agreement with this Safety Agency and are highly recommended.

**RECOMMENDATION:** The Superintendent recommends approval of agreement with Tulare County Superintendent of Schools for their School Safety Software Program & Services.

**PROPOSED ACTION:** APPROVE

## **EXHIBIT A**

### **SCHOOL SAFETY SOFTWARE PROGRAM SCOPE OF SERVICE**

1. **Definitions.** In addition to the defined terms set forth in the Agreement which are incorporated herein, the following capitalized terms shall have the following meanings:

(a) **Campus.** A participating District/School site or facility, including but not limited to a District/School Office, or other District/School building located within the jurisdiction of a participating Safety Agency.

(b) **Emergency.** A violent attack, crippling natural or human made disaster, mass destruction, terrorist activity, or threatened terrorist act taking place at a Campus. To warrant use of the School Safety Software Program the threat must be ongoing and must create a clear and present danger of physical injury or death to students, staff, personnel, and others on Campus. The nature of the Emergency must be of such magnitude that immediate call for law enforcement or other public safety personnel presence is warranted. Examples of an Emergency are: (i) school shooting; (ii) a hostage situation; (iii) riots; and (iv) fire, flood, or earthquake. For purposes of clarity, the following are examples of events which **shall not** be considered an Emergency and for which access to the School Safety Software Program shall not be authorized or permitted: (1) outstanding bench warrant, (2) arrest warrant; (3) warrantless arrest; (4) criminal investigation; (5) background checks; (6) missing person investigations; (7) interrogations; and/or (8) witness identification.

2. **Account Types**

(a) **School Safety Software Program Director.** Agency staff selected by the Agency Primary to receive training on all the School Safety Software Program functionalities. School Safety Software Program Director(s) shall have full School Safety Software Program privileges, including access to surveillance systems.

(b) **Agency/District/School Primary.** The User with the highest level of authority at the Agency and District/School level, with full access privileges. For Agencies, this will be assigned to the Office or Department Chief of Law Enforcement, Fire Department, or EMS Service. For the District/School, this will generally be assigned to the Superintendent or School Director.

(c) **Agency/District/School Secondary.** Optional User account type which may be designated by the Agency and/or District/School Primary to assist with responsibilities of the Primary account. Secondary accounts are more restrictive than Primary accounts but include functionality to add or remove Users and input data. Secondary accounts are generally assigned to the Primary's administrative assistant.

(d) **School Primary.** User with the highest level of authority at each Campus. School Primary shall be assigned and designated by the District/School Primary or District/School Secondary.

(e) **School Secondary.** Optional User account type which may be designated by the School Primary to assist with responsibilities of the School Primary. Will generally be assigned to the School Primary's administrative assistant.

(f) **Users.** Basic account type for general District/School, Campus, and Safety Agency personnel. Users will have the ability to upload personal information and will have restricted access to other functions and features within the School Safety Software Program.

3. **Scope of Services.** The School Safety Software Program is a digital application that provides the District/School and Safety Agencies with tools and information in order to respond to an Emergency at a District/School Campus. The School Safety Software Program consists of the following services (“Services”), each of which is more fully described in the program description below:

(a) **Building ID:** TCOE will use an alphanumeric system to label each building and facility on Campus, which aids Safety Agencies in navigating that Campus in an Emergency.

(b) **Digital Map:** TCOE will develop a multi-layered interactive map of the Campus that contains information to aid in the response of an Emergency. The Digital Map shall contain: Building IDs, Building Floor Plans, Campus Access Points, Shut-Off Valves, links to 360° Room, and Drone photography and when available, the location and direction of Campus surveillance cameras, and will include the ability to add Event Markers. Each of these School Safety Software Program components are discussed in greater detail in this **Exhibit A** below.

(c) **Live Camera Link:** If the Campus’s surveillance system has web-based browser functionality, the School Safety Software Program will provide Safety Agencies with the ability to connect to the Campus’s live surveillance system.

(d) **Campus Information:** The School Safety Software Program will include general information about the Campus, including, but not limited to Campus size, number of staff, and students. Campus Information will identify District/School staff with Crisis Duties (as defined below) and will provide access to the District/School’s Emergency Procedures.

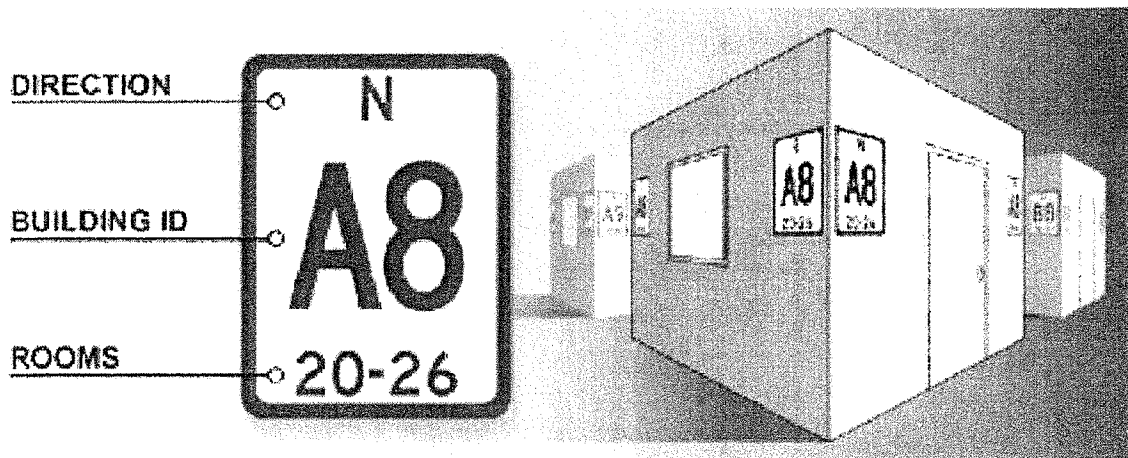
(e) **Staff Information:** The School Safety Software Program will include Staff Information for all staff on Campus. Staff Information shall include contact information, building and room number, and Crisis Duties, if applicable. Certain information may be included only with consent of the staff member including photo identification, personal email addresses, and personal mobile number.

(f) **Bulletin Board:** The School Safety Software Program will include a one-directional messaging service for Safety Agencies and District/School personnel to provide updates.

(g) **Roll Call:** A feature which will allow District/School staff to identify students under the custody of the District/School following an Emergency and provide the students’ location and status.

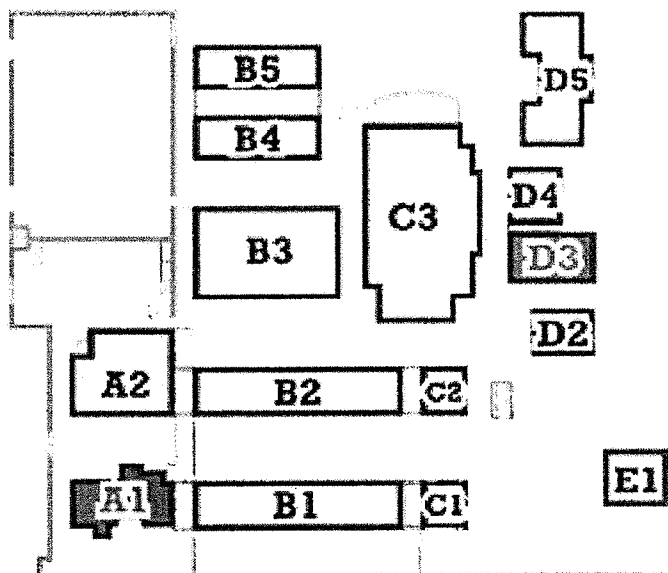
(h) **Event Markers:** The School Safety Software Program will include a feature which will provide the School Safety Software Program Directors and specified Users the ability to drag and drop Event Markers (drop pins) on the Digital Map to show and label the location of the Emergency on the Campus Digital Map.

## BUILDING ID SIGNS

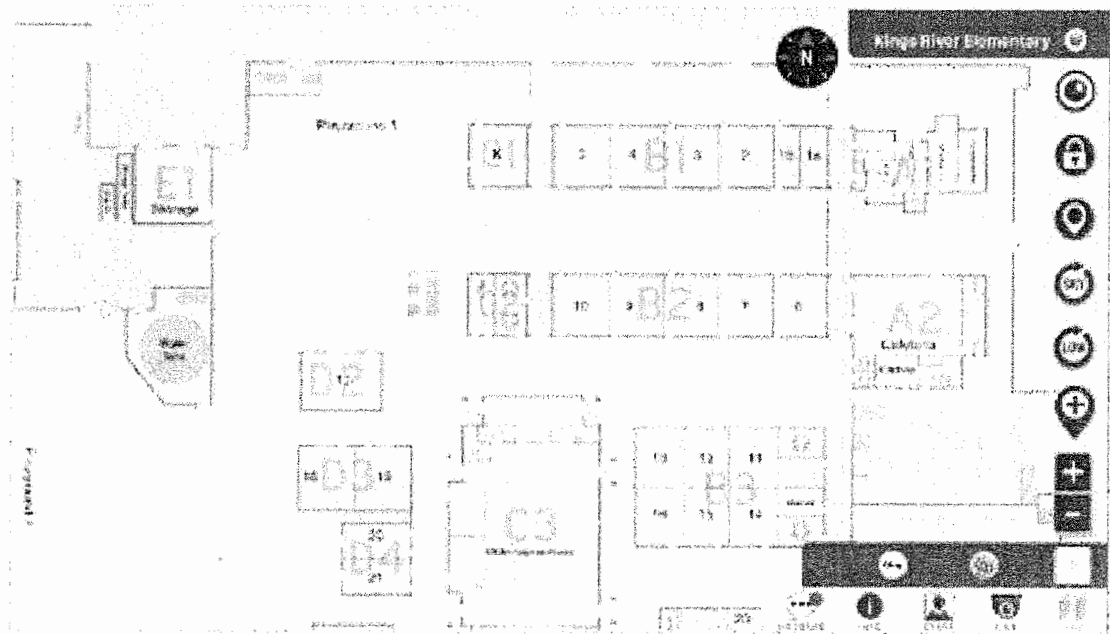


Using an alphanumeric system, TCOE assigns Building IDs to each building on Campus. An alphanumeric system is a coordinate grid in which each square location is classified by a combination of a letter and a number. In this case, TCOE uses the buildings as representatives of those square regions. Like a strategic board game or navigating a chessboard, this system helps to locate a specific position on a map quickly, and navigate to specific areas on the Campus.

Building ID signs are placed on all corners of the buildings to aid in the identification of the buildings location on Campus. Each building's location references the one next to it, which allows Safety Agency personnel to use the buildings to coordinate and navigate to any location on Campus quickly.



## DIGITAL MAP



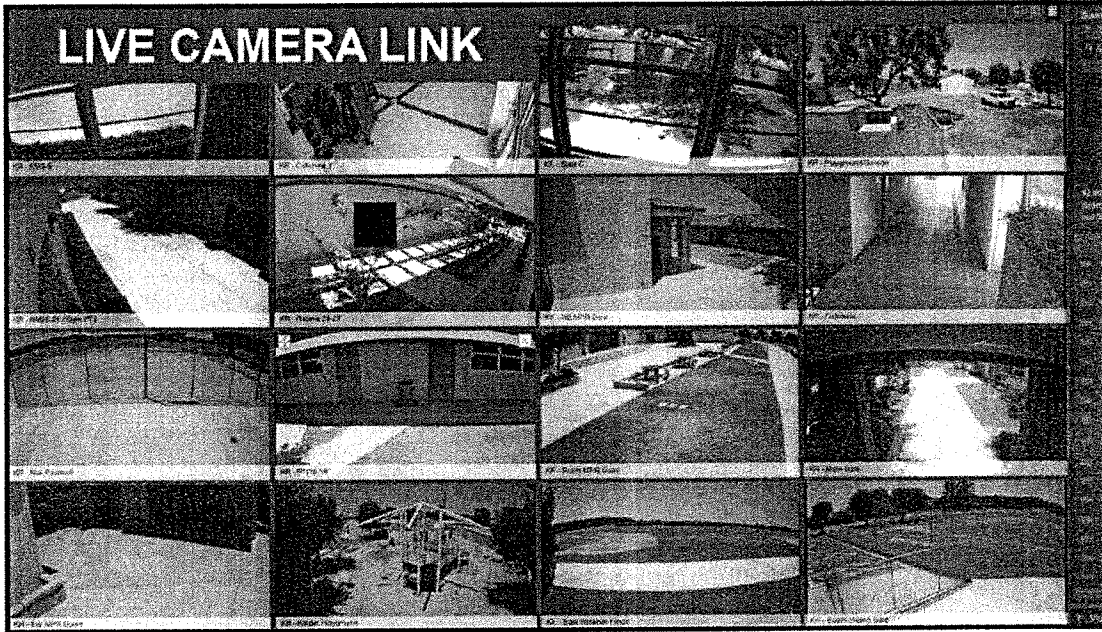
DESKTOP VIEW OF FLOOR PLAN

TCOE will develop a multi-layered, interactive, Digital Map of the Campus, which is the heart of the School Safety Software Program. The Digital Map is where Users can find essential information about the Campus.

The Digital Map contains the following information:

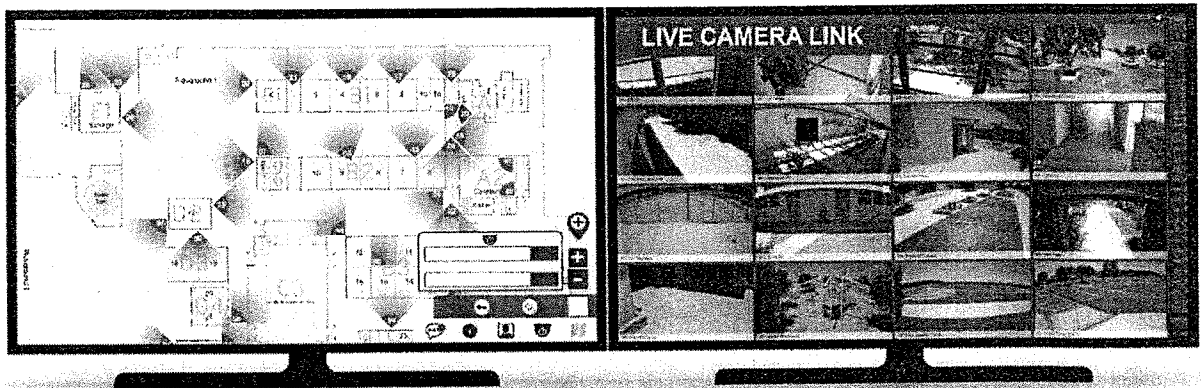
- **Building Floor Plans:** Building drawings of the Campus which show interior walls, doors, window locations, and Building IDs.
- **Campus Access:** Displays numbered gate entrances around the Campus and provides distinct labels for pedestrian or vehicle access.
- **Points-of-Interests (“POIs”):** Displays the location of shut-off valves, roof access, nurse’s station and AED equipment.
- **360° Low:** 360° photography of rooms and areas around the grounds of Campus.
- **360° Sky\*:** Drone photography of the Campus from above. *\*If authorized by the Federal Aviation Administration, applicable California law, local ordinances, and District/School policy.*
- **Surveillance Cameras\*:** The locations, ID number, and direction field-of-view of surveillance cameras on campus. *\*If available.*
- **Event Markers:** Event markers allow Users to drag and drop pins on the Digital Map to show and label the location of the Emergency.

## LIVE CAMERA LINK

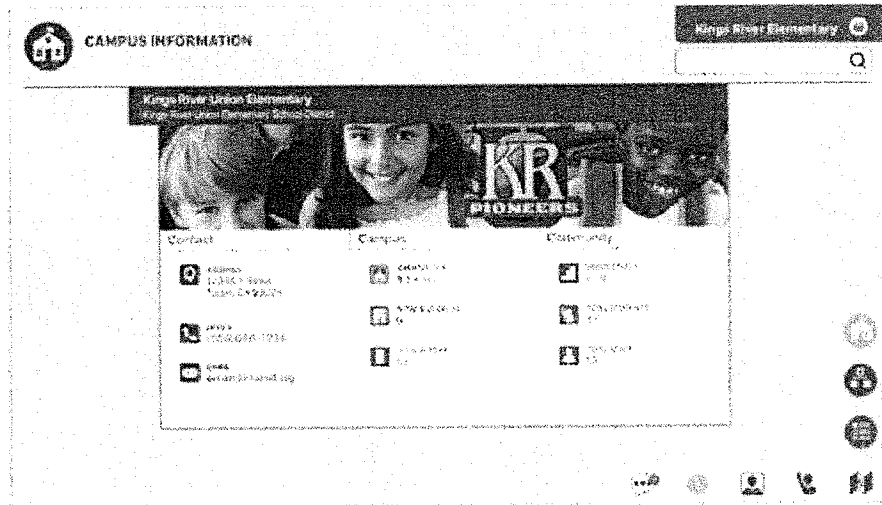


CAMERA LIVE LINK EXAMPLE

If the Campus has a browser-based surveillance system available for its camera surveillance, authorized Safety Agency Users will have access to the Campus's live surveillance link during an Emergency. The School Safety Software Program will provide Safety Agency Users quick access to the Campus surveillance system. The surveillance system in conjunction with the Digital Map of the Campus with camera locations will provide critical tools enabling a rapid response in the case of an Emergency. To ensure security and authorized use of the School Safety Software Program, access to a surveillance camera will trigger an automatic alert to the Agency and Site Primary accounts and shall provide such Users the ability to report and deactivate surveillance system access.



## CAMPUS INFORMATION



CAMPUS INFORMATION PAGE

The School Safety Software Program will include the following information for each District/School Campus:

### 1. Campus Information

#### (a) Contact Information

- i. Campus Address
- ii. Office phone number
- iii. Office email

#### (b) Campus Details

- i. Size of Campus
- ii. Number of buildings
- iii. Number of classrooms

#### (c) Campus Community

- i. Grade levels
- ii. Number of Students
- iii. Number of Staff

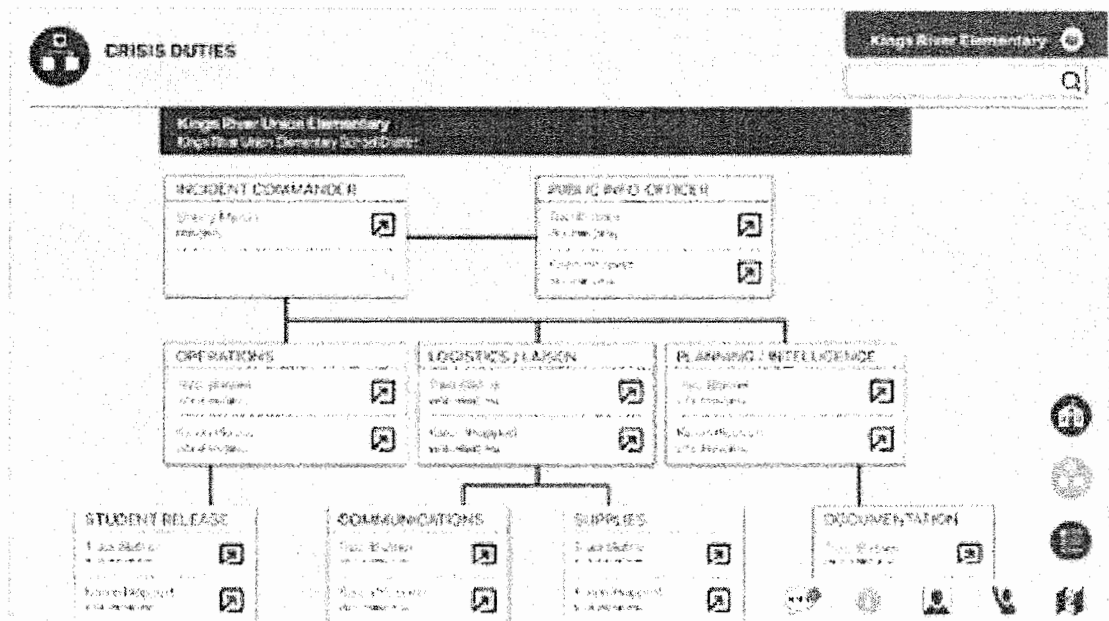
### 2. Crisis Duties

Each District/School Campus will need to identify at least one District/School staff member responsible for each of the Crisis Duties identified below. The Crisis Duties and specific staff assigned to each duty will be available in the School Safety Software Program. The Crisis Duty page will link to users' Campus ID information. Specific

responsibilities for each District/School staff member providing Crisis Duties will be included in the training manual and materials provided by TCOE.

List of Crisis Duties may include:

- (a) Incident Commander
- (b) Public Information Officer/ Communications
- (c) Operations
- (d) Logistics / Liaisons
- (e) Planning Intelligence
- (f) Student Release
- (g) Supplies
- (h) Medical
- (i) Staffing



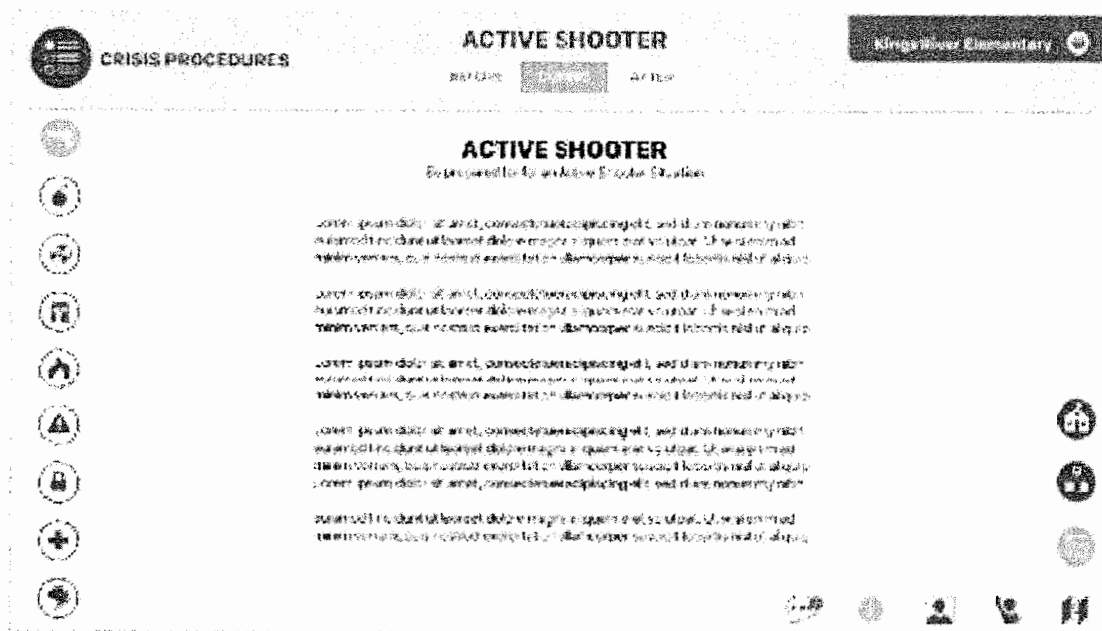
DESKTOP VIEW OF CRISIS DUTIES PAGE

### 3. Emergency Procedures

The School Safety Software Program will store the District/School's emergency procedures, which will include information on what to do before, during, and after an Emergency. The District/School is responsible for preparing and uploading emergency procedures for each Campus to the School Safety Software Program and ensuring that the Emergency Procedures are updated regularly and with new information.

List of procedures to be provided by District/School:

- (a) Active Shooter
- (b) Explosive
- (c) Chemical
- (d) Earthquake
- (e) Fire
- (f) Threat
- (g) Lockdown
- (h) Medical
- (i) Other natural disaster



DESKTOP VIEW OF ACTIVE SHOOTER (DURING) PROCEDURE PAGE

## STAFF INFORMATION

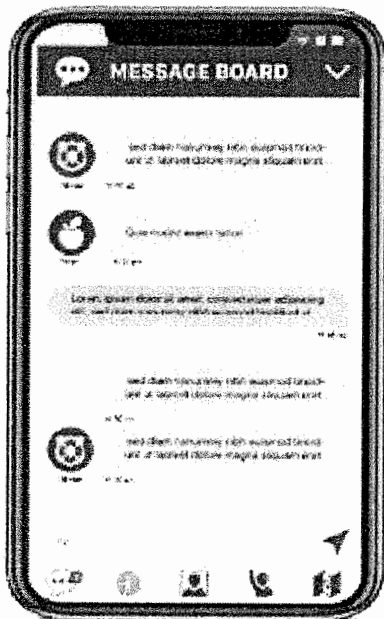
1. The School Safety Software Program will provide information for four levels of staff:
  - (a) Administrators: District/School and Campus specific administrators.
  - (b) Teachers: includes teachers and teachers' aides working in classrooms.
  - (c) Office Staff: staff working primarily in the office area, such as secretaries, nurses, counselors, etc.

- (d) Support Staff: staff working on Campus, such as cafeteria workers, groundskeepers, custodial staff, etc.
2. The following information will be provided for each Campus staff member:
- (a) Name
  - (b) Title/Job Service
  - (c) District/School Contact Information
    - i. Office and District/School mobile phone number
    - ii. District/School email
    - iii. Building ID
    - iv. Room
  - (d) Crisis Duties, if applicable
  - (e) The following may be included only if authorized by the Staff member:
    - i. ID Photo
    - ii. Personal mobile phone number
    - iii. Personal email address



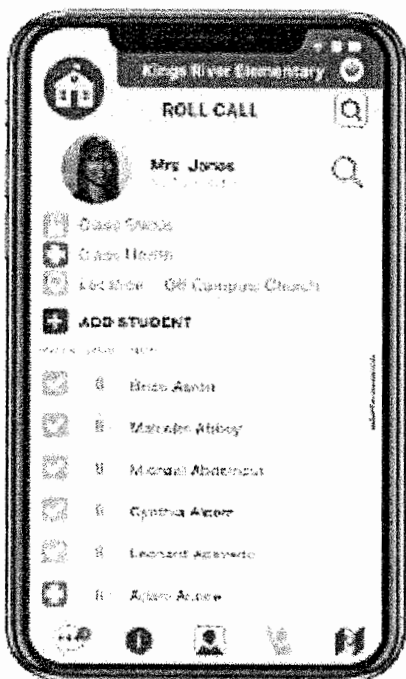
DESKTOP VIEW OF STAFF INFORMATION ID CARD

## BULLETIN BOARD



The Bulletin Board provides Safety Agencies and District/School personnel the ability to post messages that are directly visible by all Users. This allows news and information to be dispersed to all parties without delay.

## ROLL CALL



In the aftermath of an Emergency, students and staff may be displaced on Campus and to off-Campus locations. District/School and Campus administrators need to know the location of students following an Emergency. Roll Call allows District/School and Campus administrators to account for students under their custody and gives the location and status of students. District/School and Campus administrators will be able to see the status of everyone displaced around Campus and off-Campus locations from a central location using the School Safety Software Program.

## OVERVIEW OF ROLES AND RESPONSIBILITIES

Below is an overview of the roles and responsibilities of TCOE, District/School, and Safety Agencies when using the School Safety Software Program. Roles and responsibilities are more fully defined in the training manual and materials developed by TCOE and provided to Users.

### TCOE Responsibilities

- School Safety Software Program Maintenance and Support and User training as set forth in **Exhibit B**.
- Communicating with Users to make sure the School Safety Software Program is maintained with up-to-date information
- Preparing and disseminating training materials, including push updates

### District/School Responsibilities

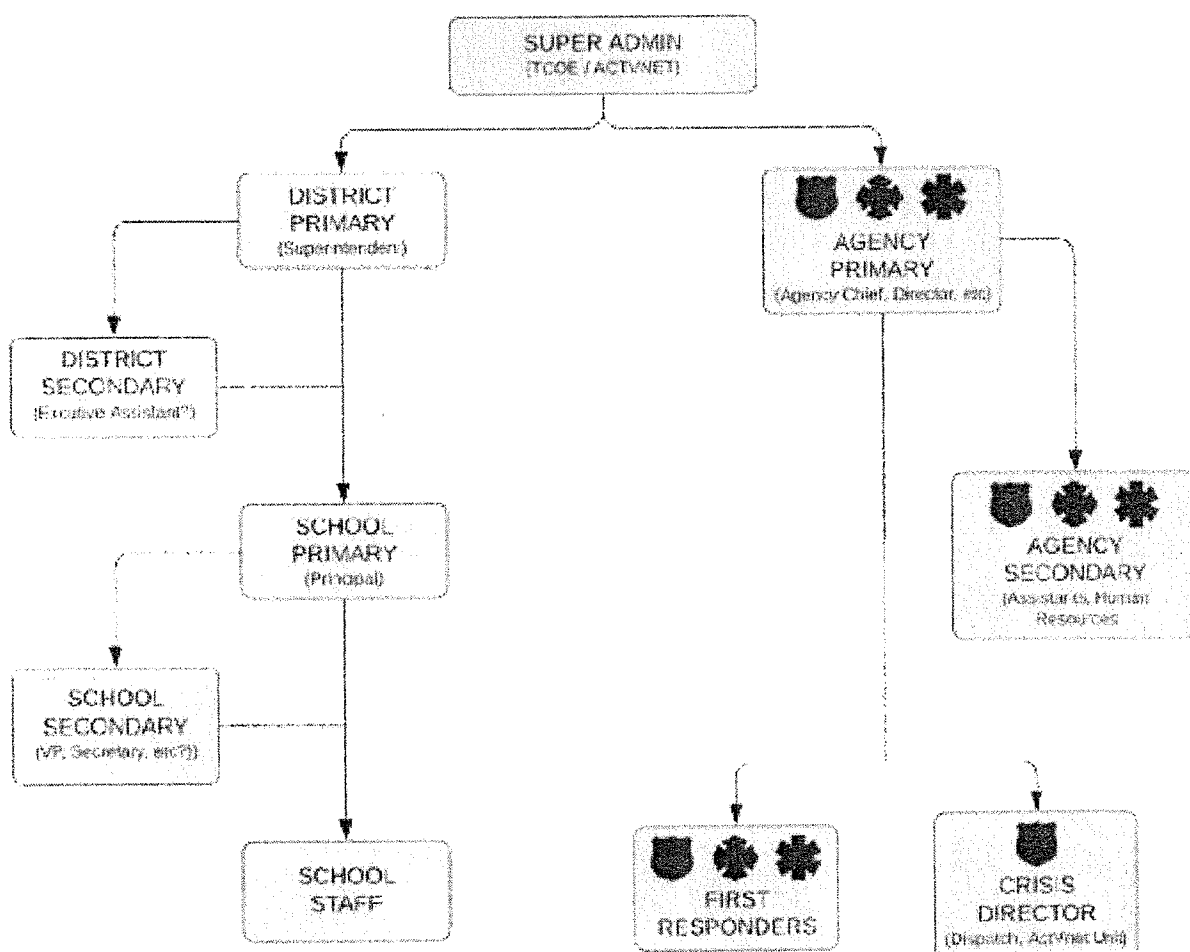
- Updating the School Safety Software Program with Staff Information, Emergency Procedures, Crisis Duties, and other information as required
- Ensuring District/School staff receive, and complete User account setup
- Keeping accounts up to date including on-boarding and off-boarding of staff
- Notifying TCOE of any changes to Campus, including, but not limited to updates to Floor Plan, Surveillance Camera locations, Gate locations, and other physical modifications. Fees and costs incurred for School Safety Software Program updates as a result of physical changes to a Campus shall be the responsibility of the District/School and are discussed more fully in **Exhibit C**
- Ensuring District/School Users obtain School Safety Software Program training before use and that no unauthorized use of the School Safety Software Program will occur

### Safety Agencies

- Updating the School Safety Software Program with account information, including but not limited to a list of participating school districts and schools that are within the jurisdiction of the Safety Agency
- Identifying Safety Agency contact persons for each participating school district and school Campus
- Ensuring Safety Agency Users obtain School Safety Software Program training before use and that no unauthorized use of the School Safety Software Program will occur

## AUTHORIZATION & VERIFICATION PROCESS

The School Safety Software Program includes an authorization/verification process to verify Users and limit access to information and data within the School Safety Software Program based on account type. Each User shall be authorized and verified. The authorizer will send out the registration invitation and each User shall be responsible for creating an account and downloading the School Safety Software Program app. There can be multiple Secondary-level Users with the same administrative powers. Account types, access levels, and responsibilities are more fully defined in the training materials that will be made available to Users.



## **EXHIBIT B**

### **SCHOOL SAFETY SOFTWARE PROGRAM MAINTENANCE AND SUPPORT SERVICES**

1. **Scope of Coverage.** Subject to the terms and conditions of the Agreement, TCOE shall, during the Term of the Agreement or any renewal thereof, provide maintenance and support services ("Maintenance and Support") to District/School and authorized Safety Agency Users as set forth in this **Exhibit B** to the Agreement. The Maintenance and Support described herein does not expand or change the School Safety Software Program warranty provisions set forth in the Agreement.

2. **Definitions.** In addition to the defined terms set forth in the Agreement and School Software Program Scope of Services at **Exhibit A**, which are incorporated herein, the following capitalized terms shall have the following meanings:

(a) "Bug Fixes" shall mean any correction of an error contained in the School Safety Software Program.

(b) "Users" or "User" shall mean District/School and Safety Agency staff and personnel authorized to access and use the School Safety Software Program.

(c) "Update" shall mean a new version or a revised version of the School Safety Software Program made available by TCOE to Users that contains Bug Fixes and/or enhancements or improvements.

3. **TCOE Maintenance and Support Obligations.** TCOE shall provide Users the following Maintenance and Support:

(a) Back-end maintenance releases including Bug Fixes and Updates, which shall be made available to Users for download.

(b) Technical Support. TCOE will make reasonable technical assistance available to Users through email during working hours, Monday through Friday. TCOE will make all reasonable efforts to respond to emails within twenty-four (24) hours of receipt.

(c) Installation and Account Creation. User data entry and verification shall be the responsibility of District/School, School, and Agency Primaries. As necessary, TCOE will assist Users with the installation of the School Safety Software Program on User hardware and account setup, as needed.

(d) Training. In order to assist District/School and Safety Agency personnel in the use and operation of the School Safety Software Program, TCOE shall provide Users with a set number of training hours, consisting of software demonstrations and tutorials, which may be delivered in various formats, including, but not limited to online, in-person, or via pre-recorded videos and written materials. Training sessions shall be scheduled and coordinated by District/School, Safety Agency, and TCOE and shall be mandatory for all District/School and Safety Agency personnel who will operate and have access to the School Safety Software

Program. Additional training may be made available by TCOE in its sole discretion based on User feedback.

(e) TCOE will prepare training materials, including, but not limited to pre-recorded training videos, and instruction manuals, which shall be available in the School Safety Software Program. TCOE may prepare and make available newsletters, push-notifications, and system notes to assist Users.

4. Limitation. TCOE shall have no Maintenance and Support obligations with respect to (i) any hardware or software product other than the School Safety Software Program and (ii) any unauthorized modification or use of the School Safety Software Program.

## **EXHIBIT C**

### **SCHOOL SAFETY SOFTWARE PROGRAM FEES**

1. **Fees.** The District/School shall pay TCOE an annual license fee ("License Fee") for the School Safety Software Program License granted in the Agreement and a one-time setup fee ("Setup Fee") which shall be calculated based upon the District/School's average daily attendance ("ADA") in the amounts set forth in the table below (the License Fee and Setup Fee are collectively referred to as "Fees").

ADA shall be determined based upon the most recent available data from the California Department of Education ("CDE") prior to the commencement of each Term. For purposes of the Setup Fee, in the event the ADA from a prior school year increases and the District/School enters into a new tier for the following school year, the District/School shall be responsible for paying the difference between the Setup Fee for its new tier and its prior tier designation.

	TIER I (1-400)	TIER II (401-800)	TIER III (801-1,200)	TIER IV (1,201-1,600)	TIER V (1,601-2,000)
SETUP FEE	\$6,000	\$9,000	\$12,000	\$15,000	\$18,000
ANNUAL FEE	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400

2. **Fees Subject to Change.** Fees shall be subject to change and may be adjusted by TCOE annually.

3. **Payment.** Fifty percent (50%) of the Fees shall be immediately due upon execution of the Agreement and the remaining Fifty percent (50%) shall be due upon activation of the School Safety Software Program. District/School shall pay the Fee to TCOE within forty-five (45) days of District/School's receipt of an invoice from TCOE.

4. **District/School Costs.** The District/School shall be responsible for costs of all materials and equipment including, but not limited to surveillance system and cameras, Building IDs, signs, and printing costs related thereto. The District/School shall be responsible for all costs related to physical changes to a Campus which result in the need for new Building IDs, photography, drone photography, and other similar costs incurred as a result of such physical change. Any costs incurred by TCOE as a result of a physical change to a Campus shall be invoiced and paid in the manner set forth in Section 3 above.

SCHOOL	ADA	TIER	INITIAL SETUP COST
Monson-Sultana Elementary	429	2	\$9,000

## **EXHIBIT D-2**

### **SHERIFF'S OFFICE SUBLICENSE AGREEMENT**

This Sheriff's Office Sublicense Agreement ("Sublicense Agreement") is entered into effective as of July , 2022 ("Effective Date"), by and between the Monson-Sultana Elementary ("District/School"), the Tulare County Superintendent of Schools ("TCOE"), and the Tulare County Sheriff's Office ("Sublicensee"). District/School, TCOE, and Sublicensee may be referred to individually as "Party" and collectively as "Parties" in this Sublicense Agreement.

### **RECITALS**

A. **WHEREAS**, District/School has a current license to use certain proprietary software developed and wholly owned by TCOE, commonly known as the School Safety Software Program, as such name may be changed from time to time ("School Safety Software Program"), which is more fully described in **Attachment 1**; and,

B. **WHEREAS**, TCOE has granted District/School the right to sublicense use of the School Safety Software Program pursuant to that certain Software User Agreement between District/School and TCOE; and,

C. **WHEREAS**, the School Safety Software Program is designed to promote cooperation between participating schools and school districts and participating law enforcement agencies, fire departments, and emergency personnel ("Safety Agencies" or "Safety Agency") during an Emergency, as defined in **Attachment 1**, on school campuses with the ultimate goal of protecting students, employees, and community members; and,

D. **WHEREAS**, Sublicensee has determined that the District/School's Campuses (as defined in **Attachment 1**) are within the jurisdiction of the Sublicensee; and,

E. **WHEREAS**, in order to enable Safety Agencies to quickly and efficiently respond to emergencies on District/School Campuses, and to benefit the safety of the community at large, District/School wishes to grant Sublicensee a sublicense and Sublicensee hereby desires to accept the sublicense, to use the School Safety Software Program in accordance with the terms and conditions set forth in this Sublicense Agreement.

**NOW, THEREFORE**, in consideration of the mutual representations, warranties and agreements contained herein, the Parties hereto agree as follows:

## **SUBLICENSE AGREEMENT**

1. **Sublicense.** Subject to the terms and conditions of this Sublicense Agreement, District/School hereby grants, and Sublicensee hereby accepts, a nonexclusive, non-transferable Sublicense to use the School Safety Software Program ("Sublicense"). A fully executed copy of this Sublicense Agreement shall be provided to TCOE for recordkeeping.

2. **Services.** The Sublicense shall give Sublicensee access to the following services provided by TCOE:

(a) **Installation.** Assistance with the School Safety Software Program installation on Sublicensee hardware.

(b) **Training.** As set forth in **Attachment 2**, TCOE shall provide District/School and Sublicensee personnel with a set number of training hours, which may be delivered in various formats, including, but not limited to online, in-person, or via pre-recorded videos and written materials. Training sessions shall be scheduled and coordinated by District/School, Sublicensee, and TCOE and shall be mandatory for all District/School and Sublicensee personnel who will operate and have access to the School Safety Software Program.

(c) **Maintenance and Support.** TCOE Maintenance and Support services as defined in **Attachment 2**.

(d) **New Releases and Updates.** All new software releases and updates during the term of the Sublicense Agreement.

3. **Term, Termination, and Survival.**

(a) **Term.** The term of this Sublicense Agreement shall commence upon the Effective Date, shall run concurrently with the District/School's Software User Agreement with TCOE ("Term"), and shall automatically terminate upon the cancellation or expiration of District/School's Software User Agreement with TCOE. The Sublicense shall automatically renew upon renewal of the District/School's License Agreement with TCOE, unless earlier terminated pursuant to the terms of this Sublicense Agreement.

(b) **Termination for Convenience.** Either Party may terminate this Sublicense Agreement by providing the other Party and TCOE at least thirty (30) days prior written notice.

(c) **Effects of Termination.** Following any termination or cancellation of this Sublicense Agreement: (i) Sublicensee will, immediately upon District/School's request, either destroy or return to District/School all copies of the School Safety Software Program, documentation, materials, and Proprietary Information, as defined in Section 4 below; (ii) Sublicensee shall immediately give notice to its personnel authorized to use the School Safety Software Program that use of the School Safety Software Program must be suspended immediately with respect to District/School and all copies of the School Safety Software Program, documentation, materials, and Proprietary Information returned to District/School or destroyed; and (iii) Sublicensee shall provide written notice to District/School and TCOE within 30 days of the termination of this Sublicense Agreement attesting that all copies of the School

Safety Software Program, documentation, materials, and Proprietary Information have been destroyed or returned to District/School. A template notice form is attached hereto as **Attachment 3**.

(d) Fee. Sublicensee shall not be assessed a fee for the Sublicense.

(e) Survival. Sections 4, 5, 6, 7, and 8 of this Sublicense Agreement shall survive the expiration and termination of this Sublicense Agreement for any reason.

#### 4. Proprietary Information and Intellectual Property.

(a) Proprietary Information. Sublicensee understands and acknowledges that TCOE developed and owns certain intellectual property that TCOE used in the development of the School Safety Software Program, including but not limited to, source code, software tools or documentation, trade secrets, reports, memorandum, training manual and materials, data visualizations, files, input materials, output materials, software, and any other data or materials provided or made available to the Sublicensee under this Sublicense Agreement ("Proprietary Information"). In addition, TCOE shall own all other ideas, concepts, themes, documentation or other intellectual property or copyrightable material conceived, developed, created, written or contributed which improves, enhances, or directly impacts any Proprietary Information, excepting any public domain data or information. Sublicensee further acknowledges and agrees that the rights of whatever nature in the Proprietary Information are and shall remain the property of TCOE, and nothing in this Sublicense Agreement shall be construed as assigning or transferring the ownership of any such rights to Sublicensee or any third party.

(b) Ownership. Title to and ownership of the School Safety Software Program and all applicable proprietary rights including, but not limited to, rights in patents, copyrights, author's rights, trademarks, trade names, Proprietary Information, graphic design and design elements, know-how and identified trade secrets in the School Safety Software Program, shall remain at all times with TCOE. Sublicensee shall not reverse engineer, decompile or disable the School Safety Software Program or any portion thereof, nor otherwise attempt to create or derive the source code of the School Safety Software Program. Except for the rights set forth in this Sublicense Agreement, no other right or license with respect to any intellectual property is granted under this Sublicense Agreement.

(c) Know-How. Sublicensee acknowledges that Know-How is and shall at all times be and remain the sole and exclusive property of TCOE, and Sublicensee shall derive no rights, title or interest therein except as expressly set forth in this Sublicense Agreement. "Know-How" means all technical and other information, or knowledge useful for the use or implementation of the School Safety Software Program that is necessary or convenient to use/implement the School Safety Software Program and which is not in the public domain, including without limitation, concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, assays, research plans, procedures, processes, designs for experiments and tests and results of experimentation and testing (including results of research and development), and process (including manufacturing processes, specification and techniques), and includes any rights including but not limited to patent, copyright, trade secret or non-disclosure agreements or design rights protecting any of the foregoing. The fact that an item is known to the public shall

not be taken to exclude the possibility that a compilation including the item, or a development relating to the item, is or remains not known to the public.

5. Confidentiality. If any third party requests copies of, or access to, the School Safety Software Program or Proprietary Information pursuant to the California Public Records Act or any other applicable law, Sublicensee will provide the TCOE notice of such request as soon as reasonably practicable.

6. Privacy. Sublicensee shall take all reasonable steps to protect student data, records, and information provided by District/School and made available to Sublicensee through the School Safety Software Program. The Parties acknowledge that information provided through the School Safety Software Program is not considered a student record under the Family Educational Rights and Privacy Act (FERPA) and any student information included within the School Safety Software Program shall be limited to "directory information" as defined in Title 34 section 99.3 of the Code of Federal Regulations.

7. Limited Warranty.

(a) Software Warranty. Sublicensee acknowledges and understands that TCOE warrants that the School Safety Software Program as delivered will materially comply with the published specifications by TCOE for the School Safety Software Program. TCOE's obligations under this warranty are limited to providing District/School and Sublicensee with properly operating versions of the School Safety Software Program. TCOE does not warrant that the operation of the School Safety Software Program will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, SUBLICENSEE ACKNOWLEDGES THAT THE SCHOOL SAFETY SOFTWARE PROGRAM IS NOT AND CANNOT BE MADE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY.

(b) No Other Warranty. SUBLICENSEE ACKNOWLEDGES AND UNDERSTANDS THAT EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SCHOOL SAFETY SOFTWARE PROGRAM IS PROVIDED "AS IS" AND TCOE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ALL TECHNOLOGY, THIRD PARTY AND OPEN SOURCE MATERIALS, SOFTWARE OR DERIVATIVE WORKS PROVIDED OR OTHERWISE SUBLICENSED TO SUBLICENSEE IN CONNECTION WITH THIS SUBLICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. SUBLICENSEE FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT TCOE DOES NOT GUARANTEE THE SAFETY OF ANY STUDENTS, STAFF, SUBLICENSEE OR DISTRICT/SCHOOL PERSONNEL, OR ANY OTHER PERSON.

8. Indemnification. Each Party shall be solely responsible for the actions of their respective directors, officers, governing boards, members of their governing boards, employees, and agents. Each Party shall indemnify, defend, protect, hold harmless, and release ("Indemnifying Party") the other Parties' and their respective directors, officers, governing boards, members of their governing boards, employees, and agents ("Indemnified Parties") from and against any and all claims of any nature whatsoever, losses, causes of action, judgments,

costs (including attorney's fees) (collectively "Claims"), including but not limited to any such Claims for injury, death, or damage to property arising out of or in connection with, or caused by an act, omission, or negligence of the Indemnifying Party related to this Sublicense Agreement.

9. Non-Authorized Use of the School Safety Software Program.

(a) Sublicensee shall not use or access the School Safety Software Program except in the event of an Emergency, as defined in **Attachment 1**, and solely for the purposes set forth in **Attachment 1**. Sublicensee shall take all reasonable steps to ensure that only authorized and trained Sublicensee personnel use and have access to the School Safety Software Program. Sublicensee acknowledges and understands that Sublicensee is solely responsible for managing and monitoring its personnel's User accounts, as defined in **Attachment 1**, and that unauthorized use of the School Safety Software Program shall make the Sublicense immediately voidable by TCOE and/or District/School.

(b) Immediately upon becoming aware of any unauthorized use or access of the School Safety Software Program, Sublicensee shall notify District/School and TCOE, and shall fully cooperate with an investigation of and response to the incident.

(c) The School Safety Software Program Director, as defined in **Attachment 1**, or other designee shall provide District/School and School Primaries, as defined in **Attachment 1**, a minimum of forty-eight (48) hour prior notice before accessing a Campus surveillance system for training purposes.

10. No Assignment. Sublicensee may not assign this Sublicense Agreement or transfer its obligations hereunder without the prior written consent of TCOE and District/School.

11. Amendments, Waivers and Severability. Except as otherwise provided herein, this Sublicense Agreement may be amended only by written agreement duly signed by both Parties. Any provision of this Sublicense Agreement that is prohibited or unenforceable in any jurisdiction will not invalidate or render unenforceable the remaining provisions of this Sublicense Agreement.

12. Representations. Each Party represents and warrants that (i) it has the right and authority to enter into this Sublicense Agreement and perform its obligations, covenants and promises hereunder, (ii) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation, (iii) the execution, delivery and performance of this Sublicense Agreement has been duly authorized by all requisite corporate action, (iv) this Sublicense Agreement constitutes the legal, valid and binding agreement of such Party, enforceable against it in accordance with its terms, and (v) it has obtained all authorization, approvals, consents or permits required to perform its obligations under this Sublicense Agreement under all applicable law and regulation.

13. Insurance. Each Party shall be self-insured or maintain an insurance policy, with sufficient coverage and limits to cover claims arising out of or related to this Sublicense Agreement. Each Party shall provide documentation verifying the Party's coverage and limits

upon the written request of another Party. Each Party shall notify the agency within five (5) days of any changes to the Party's policy or limits.

14. Worker's Compensation Insurance. Each Party shall be responsible for maintaining workers compensation insurance coverage during the term of this Sublicense Agreement in accordance with applicable law.

15. Relationship of the Parties. Nothing contained in this Sublicense Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the District/School, Sublicensee, and TCOE. The relationship between these Parties will at all times be that of independent contractors. No Party will have authority to contract for or bind another in any manner whatsoever. This Sublicense Agreement confers no rights upon any Party except those expressly granted herein.

16. Entire Sublicense Agreement. This Sublicense Agreement, along with any exhibits attached and referenced in this Sublicense Agreement, constitutes the final and complete understanding between the Parties and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the Parties with respect to the subject matter contained in this Sublicense Agreement.

17. Interpretation. This Sublicense Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in this Sublicense Agreement are for reference only and will not affect the interpretation of this Sublicense Agreement.

18. Applicable Law and Venue. This Sublicense Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Sublicense Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to any motion for transfer of venue.

19. Dispute Resolution. Any and all disputes arising out of the interpretation or performance of this Sublicense Agreement shall be subject to the following procedure until a resolution is reached. Once the Parties have exhausted the procedures stated below, each may pursue a remedy as entitled to them by law.

(a) The disputing Party shall provide written notice of the dispute to the other party. Thereafter, District/School's designee shall meet with the Sublicensee's designee within thirty (30) days to attempt informal resolution of the dispute.

(b) If the Parties cannot reach a resolution pursuant to subsection (a) above, District/School and Sublicensee shall enter into non-binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties. The format of the mediation shall be developed jointly by District/School and Sublicensee, and shall incorporate informal rules of evidence and procedure, unless both Parties agree otherwise. Notwithstanding the foregoing, the findings or recommendations of the

mediator shall be non-binding, unless District/School and Sublicensee jointly agree to bind themselves.

(c) District/School shall provide written notice of a dispute to TCOE within forty-eight (48) hours if the Parties cannot resolve a dispute through mediation.

20. Notices. Any notice, request, demand, approval, consent, instruction, or other communication to be given to any Party hereunder shall be delivered by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged as follows:

If to District/School:

Monson-Sultana Elementary

Attention: Roberto C. Vaca

10643 Avenue 416, Sultana, CA 93666

rvaca@msschool.org

If to Sublicensee:

Tulare County Sheriff's Office

Attention: Tom Sigley, Under-sheriff

833 S. Akers St., Visalia, CA 93277

tsigley@tularecounty.ca.gov

If to TCOE:

Tulare County Superintendent of Schools

Attention: Frank Silveira

7000 W. Doe Ave

Visalia, CA 93291

frank.silveira@tcoe.org

Each Party shall give the other Party written notice within seven (7) days of any change to the designee identified above.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the Parties have entered into this Sublicense Agreement as of the Effective Date.

**MONSON-SULTANA ELEMENTARY**

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

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

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

**TULARE COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

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

**TULARE COUNTY SUPERINTENDENT  
OF SCHOOLS**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

## **Sheriff's Office Sublicense Agreement – Attachment 1**

### **SCHOOL SAFETY SOFTWARE PROGRAM SCOPE OF SERVICE**

1. **Definitions.** In addition to the defined terms set forth in the Agreement which are incorporated herein, the following capitalized terms shall have the following meanings:

(a) **Campus.** A participating District/School site or facility, including but not limited to a District/School Office, or other District/School building located within the jurisdiction of a participating Safety Agency.

(b) **Emergency.** A violent attack, crippling natural or human made disaster, mass destruction, terrorist activity, or threatened terrorist act taking place at a Campus. To warrant use of the School Safety Software Program the threat must be ongoing and must create a clear and present danger of physical injury or death to students, staff, personnel, and others on Campus. The nature of the Emergency must be of such magnitude that immediate call for law enforcement or other public safety personnel presence is warranted. Examples of an Emergency are: (i) school shooting; (ii) a hostage situation; (iii) riots; and (iv) fire, flood, or earthquake. For purposes of clarity, the following are examples of events which **shall not** be considered an Emergency and for which access to the School Safety Software Program shall not be authorized or permitted: (1) outstanding bench warrant, (2) arrest warrant; (3) warrantless arrest; (4) criminal investigation; (5) background checks; (6) missing person investigations; (7) interrogations; and/or (8) witness identification.

2. **Account Types**

(a) **School Safety Software Program Director.** Agency staff selected by the Agency Primary to receive training on all the School Safety Software Program functionalities. School Safety Software Program Director(s) shall have full School Safety Software Program privileges, including access to surveillance systems.

(b) **Agency/District/School Primary.** The User with the highest level of authority at the Agency and District/School level, with full access privileges. For Agencies, this will be assigned to the Office or Department Chief of Law Enforcement, Fire Department, or EMS Service. For the District/School, this will generally be assigned to the Superintendent.

(c) **Agency/District/School Secondary.** Optional User account type which may be designated by the Agency and/or District/School Primary to assist with responsibilities of the Primary account. Secondary accounts are more restrictive than Primary accounts but include functionality to add or remove Users and input data. Secondary accounts are generally assigned to the Primary's administrative assistant.

(d) **School Primary.** User with the highest level of authority at each Campus. School Primary shall be assigned and designated by the District/School Primary or District/School Secondary.

(e) **School Secondary.** Optional User account type which may be designated by the School Primary to assist with responsibilities of the School Primary. Will generally be assigned to the School Primary's administrative assistant.

(f) **Users.** Basic account type for general District/School, Campus, and Safety Agency personnel. Users will have the ability to upload personal information and will have restricted access to other functions and features within the School Safety Software Program.

3. **Scope of Services.** The School Safety Software Program is a digital application that provides District/School and Safety Agencies tools and information in order to respond to an Emergency at a District/School Campus. The School Safety Software Program consists of the following services (“Services”), each of which is more fully described in the program description below:

(a) **Building ID:** TCOE will use an alphanumeric system to label each building and facility on Campus, which aids Safety Agencies in navigating any Campus in an Emergency.

(b) **Digital Map:** TCOE will develop a multi-layered interactive map of the Campus that contains information to aid in the response of an Emergency. The Digital Map shall contain: Building IDs, Building Floor Plans, Campus Access Points, Shut-Off Valves, links to 360° Room, and Drone photography and when available, the location and direction of campus surveillance cameras, and will include the ability to add Event Markers. Each of these School Safety Software Program components are discussed in greater detail in this **Attachment 1** below.

(c) **Live Camera Link:** If the Campus’s surveillance system has web-based browser functionality, the School Safety Software Program will provide Safety Agencies with the ability to connect to the Campus’s live surveillance system.

(d) **Campus Information:** The School Safety Software Program will include general information about the Campus, including, but not limited to Campus size, number of staff, and students. Campus Information will identify District/School staff with Crisis Duties (as defined below) and will provide access to the District/School’s Emergency Procedures.

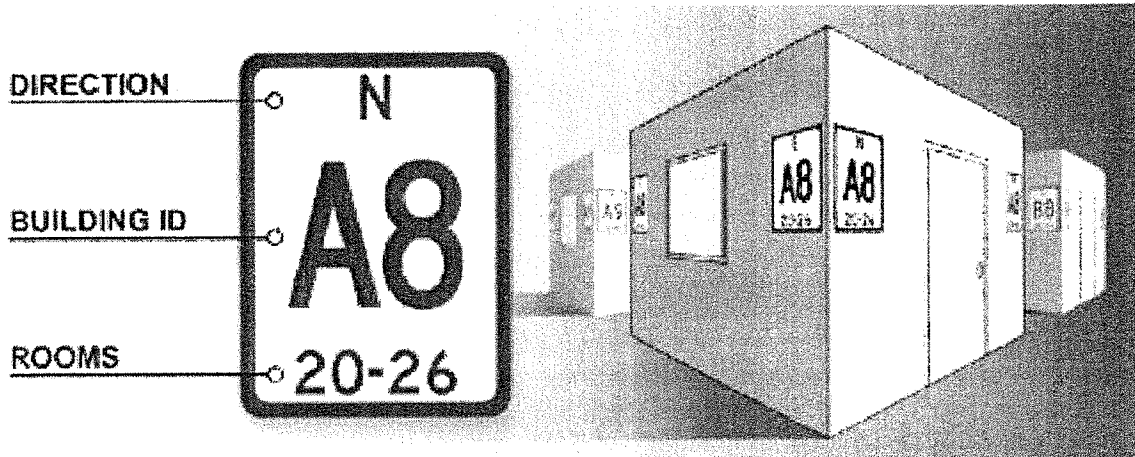
(e) **Staff Information:** The School Safety Software Program will include Staff Information for all staff on Campus. Staff Information shall include contact information, building and room number, and Crisis Duties, if applicable. Certain information may be included only with consent of the staff member including photo identification, personal email addresses, and personal mobile number.

(f) **Bulletin Board:** The School Safety Software Program will include a one-directional messaging service for Safety Agencies and District/School personnel to provide updates.

(g) **Roll Call:** A feature which will allow District/School staff to identify students under the custody of the District/School following an Emergency and provide the students’ location and status.

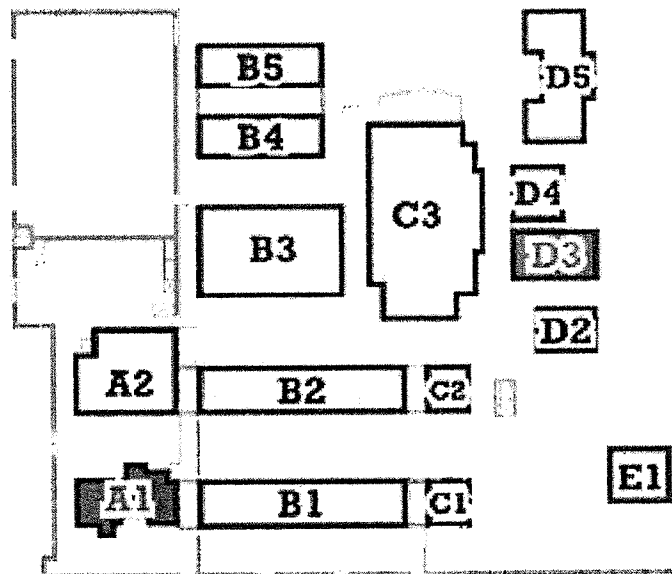
(h) **Event Markers:** The School Safety Software Program will include a feature which will provide the School Safety Software Program Directors and specified Users the ability to drag and drop Event Markers (drop pins) on the Digital Map to show and label the location of the Emergency on the Campus Digital Map.

## BUILDING ID SIGNS

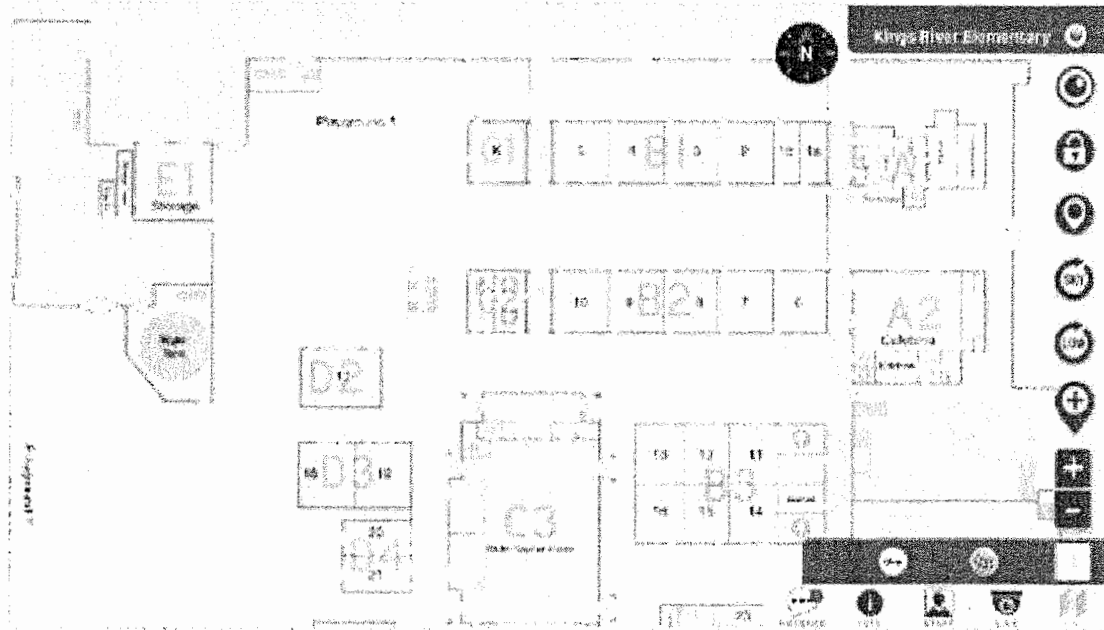


Using an alphanumeric system, TCOE assigns Building IDs to each building on Campus. An alphanumeric system is a coordinate grid in which each square location is classified by a combination of a letter and a number. In this case, TCOE uses the buildings as representatives of those square regions. Like a strategic board game or navigating a chessboard, this system helps to locate a specific position on a map quickly, and navigate to specific areas on the Campus.

Building ID signs are placed on all corners of the buildings to aid in the identification of the buildings location on Campus. Each building's location references the one next to it, which allows Safety Agency personnel to use the buildings to coordinate and navigate to any location on Campus quickly.



## DIGITAL MAP



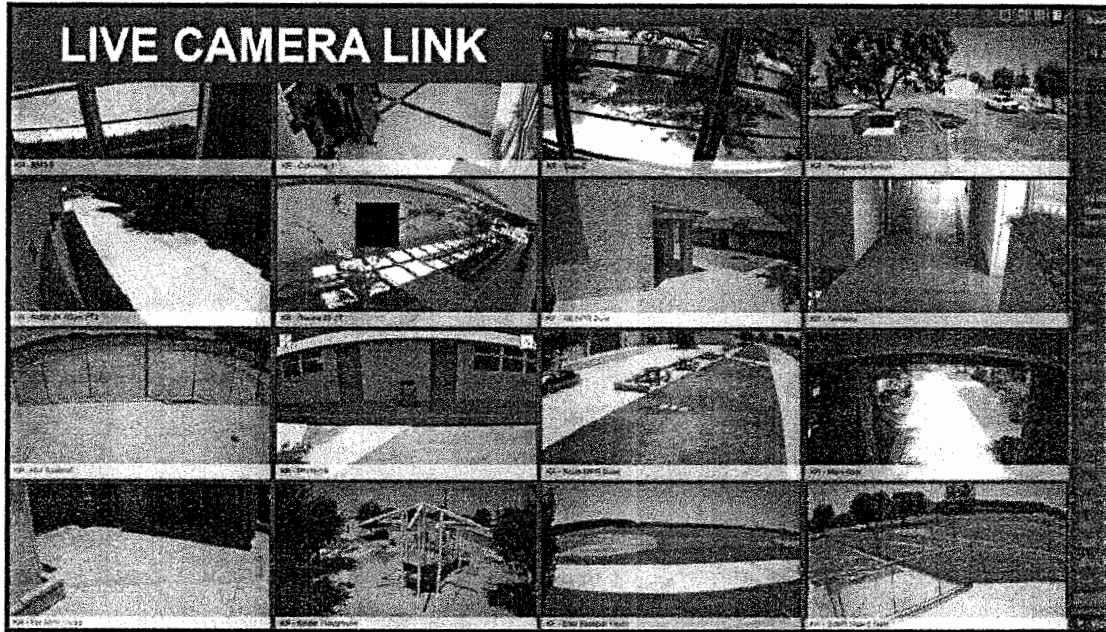
DESKTOP VIEW OF FLOOR PLAN

TCOE will develop a multi-layered, interactive, Digital Map of the Campus, which is the heart of the School Safety Software Program. The Digital Map is where Users can find essential information about the Campus.

The Digital Map contains the following information:

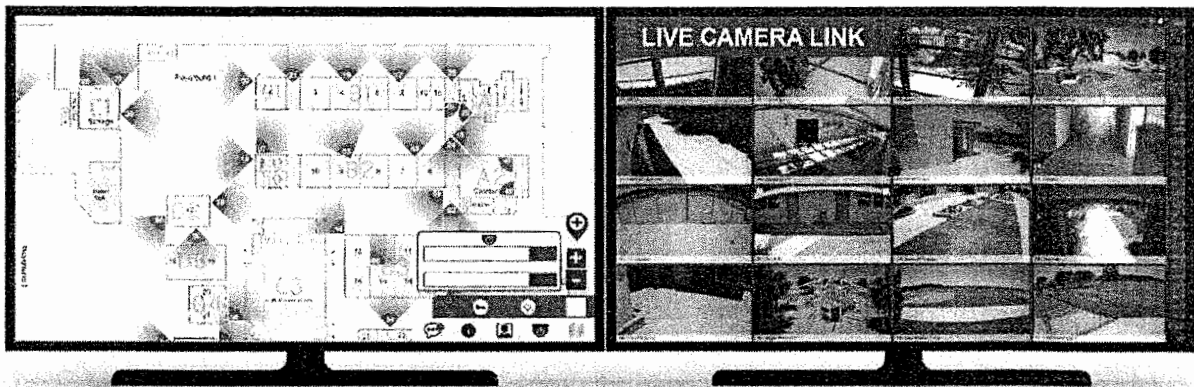
- **Building Floor Plans:** Building drawings of the Campus which show interior walls, doors, window locations, and Building IDs.
- **Campus Access:** Displays numbered gate entrances around the Campus and provides distinct labels for pedestrian or vehicle access.
- **Points-of-Interests ("POIs"):** Displays the location of shut-off valves, roof access, nurse's station and AED equipment.
- **360° Low:** 360° photography of rooms and areas around the grounds of Campus.
- **360° Sky\*:** Drone photography of the Campus from above. *\*If authorized by the Federal Aviation Administration, applicable California law, local ordinances, and District/School policy.*
- **Surveillance Cameras\*:** The locations, ID number, and direction field-of-view of surveillance cameras on campus. *\*If available.*
- **Event Markers:** Event markers allow Users to drag and drop pins on the Digital Map to show and label the location of the Emergency.

## LIVE CAMERA LINK

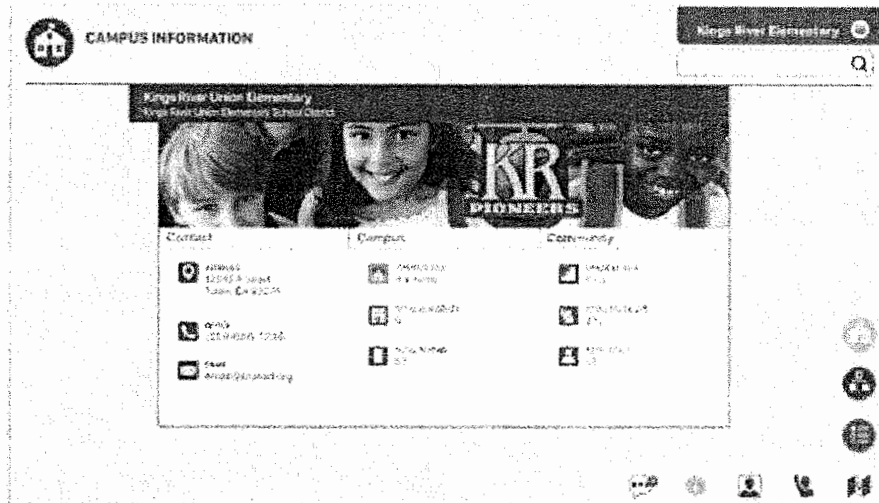


CAMERA LIVE LINK EXAMPLE

If the Campus has a browser-based surveillance system available for its camera surveillance, authorized Safety Agency Users will have access to the Campus's live surveillance link during an Emergency. The School Safety Software Program will provide Safety Agency Users quick access to the Campus surveillance system. The surveillance system in conjunction with the Digital Map of the Campus with camera locations will provide critical tools enabling a rapid response in the case of an Emergency. To ensure security and authorized use of the School Safety Software Program, access to a surveillance camera will trigger an automatic alert to the Agency and Site Primary accounts and shall provide such Users the ability to report and deactivate surveillance system access.



## CAMPUS INFORMATION



CAMPUS INFORMATION PAGE

The School Safety Software Program will include the following information for each District/School Campus:

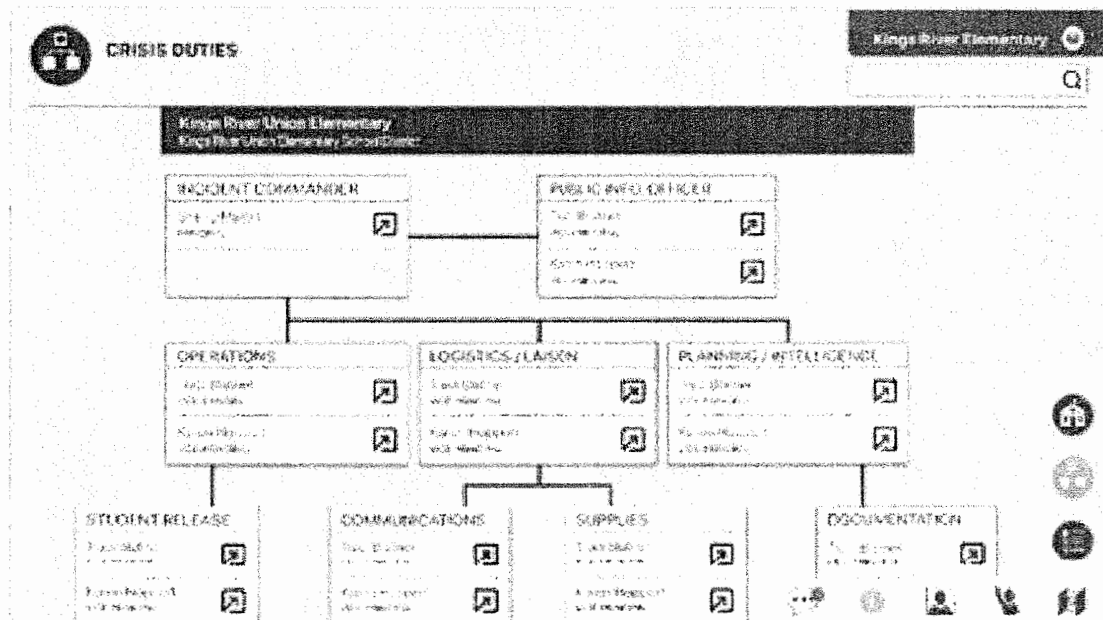
1. **Campus Information**
  - (a) Contact Information
    - i. Campus Address
    - ii. Office phone number
    - iii. Office email
  - (b) Campus Details
    - i. Size of Campus
    - ii. Number of buildings
    - iii. Number of classrooms
  - (c) Campus Community
    - i. Grade levels
    - ii. Number of Students
    - iii. Number of Staff

## 2. Crisis Duties

Each District/School Campus will need to identify at least one District/School staff member responsible for each of the Crisis Duties identified below. The Crisis Duties and specific staff assigned to each duty will be available in the School Safety Software Program. The Crisis Duty page will link to users' Campus ID information. Specific responsibilities for each District/School staff member providing Crisis Duties will be included in the training manual and materials provided by TCOE.

List of Crisis Duties may include:

- (a) Incident Commander
- (b) Public Information Officer/ Communications
- (c) Operations
- (d) Logistics / Liaisons
- (e) Planning Intelligence
- (f) Student Release
- (g) Supplies
- (h) Medical
- (i) Staffing



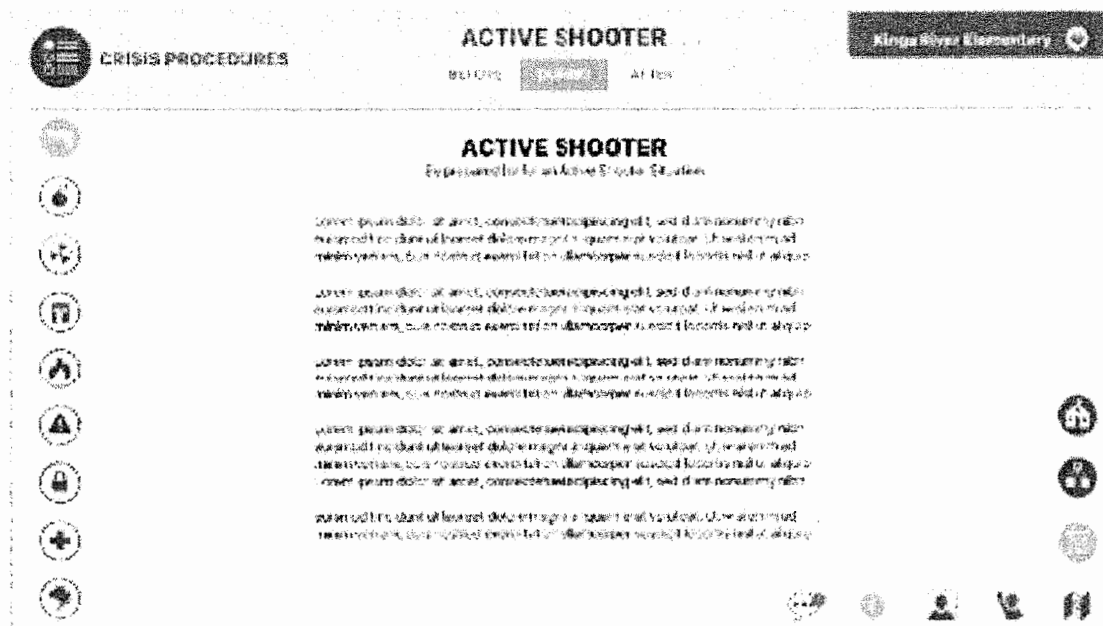
DESKTOP VIEW OF CRISIS DUTIES PAGE

### 3. Emergency Procedures

The School Safety Software Program will store the District/School's emergency procedures, which will include information on what to do before, during, and after an Emergency. The District/School is responsible for preparing and uploading emergency procedures for each Campus to the School Safety Software Program and ensuring that the Emergency Procedures are updated regularly and with new information.

#### List of procedures to be provided by District/School:

- (a) Active Shooter
- (b) Explosive
- (c) Chemical
- (d) Earthquake
- (e) Fire
- (f) Threat
- (g) Lockdown
- (h) Medical
- (i) Other natural disaster



DESKTOP VIEW OF ACTIVE SHOOTER (DURING) PROCEDURE PAGE

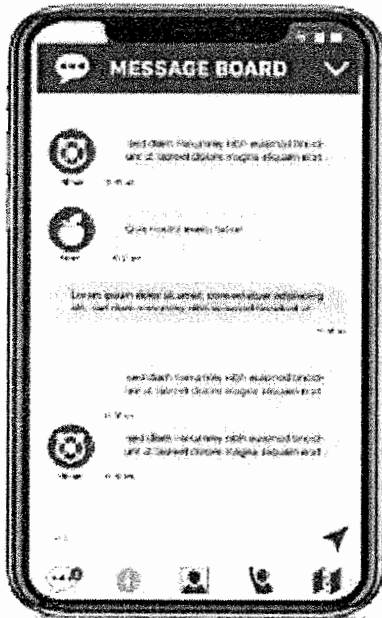
## STAFF INFORMATION

1. The School Safety Software Program will provide information for four levels of staff:
  - (a) Administrators: District/School and Campus specific administrators.
  - (b) Teachers: includes teachers and teachers' aides working in classrooms.
  - (c) Office Staff: staff working primarily in the office area, such as secretaries, nurses, counselors, etc.
  - (d) Support Staff: staff working around the campus, such as cafeteria workers, groundskeepers, custodial staff, etc.
2. The following information will be provided for each Campus staff member:
  - (a) Name
  - (b) Title/Job Service
  - (c) District/School Contact Information
    - i. Office and District/School mobile phone number
    - ii. District/School email
    - iii. Building ID
    - iv. Room
  - (d) Crisis Duties, if applicable
  - (e) The following may be included only if authorized by the Staff member:
    - i. ID Photo
    - ii. Personal mobile phone number
    - iii. Personal email address



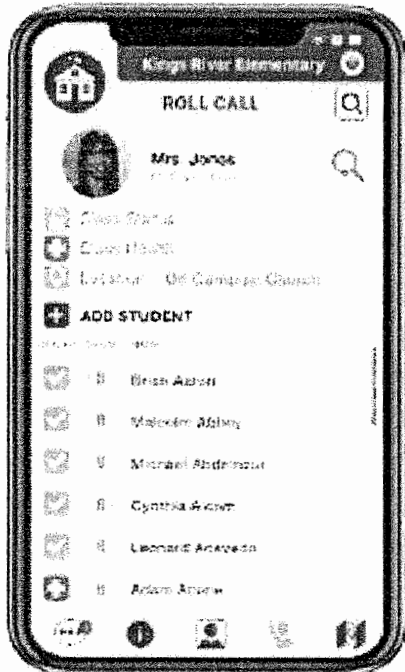
DESKTOP VIEW OF STAFF INFORMATION ID CARD

## BULLETIN BOARD



The Bulletin Board provides Safety Agencies and District/School personnel the ability to post messages that are directly visible by all Users. This allows news and information to be dispersed to all parties without delay.

## ROLL CALL



In the aftermath of an Emergency, students and staff may be displaced on Campus and to off-Campus locations. District/School and Campus administrators need to know the location of students following an Emergency. Roll Call allows District/School and Campus administrators to account for students under their custody and gives the location and status of students. District/School and Campus administrators will be able to see the status of everyone displaced around Campus and off-Campus locations from a central location using the School Safety Software Program.

## **OVERVIEW OF ROLES AND RESPONSIBILITIES**

Below is an overview of the roles and responsibilities of TCOE, District/School, and Safety Agencies when using the School Safety Software Program. Roles and responsibilities are more fully defined in the training manual and materials developed by TCOE and provided to Users.

### **TCOE Responsibilities**

- School Safety Software Program Maintenance and Support and User training as set forth in **Attachment 2**.
- Communicating with Users to make sure the School Safety Software Program is maintained with up to date information
- Preparing and disseminating training materials, including push updates

### **District/School Responsibilities**

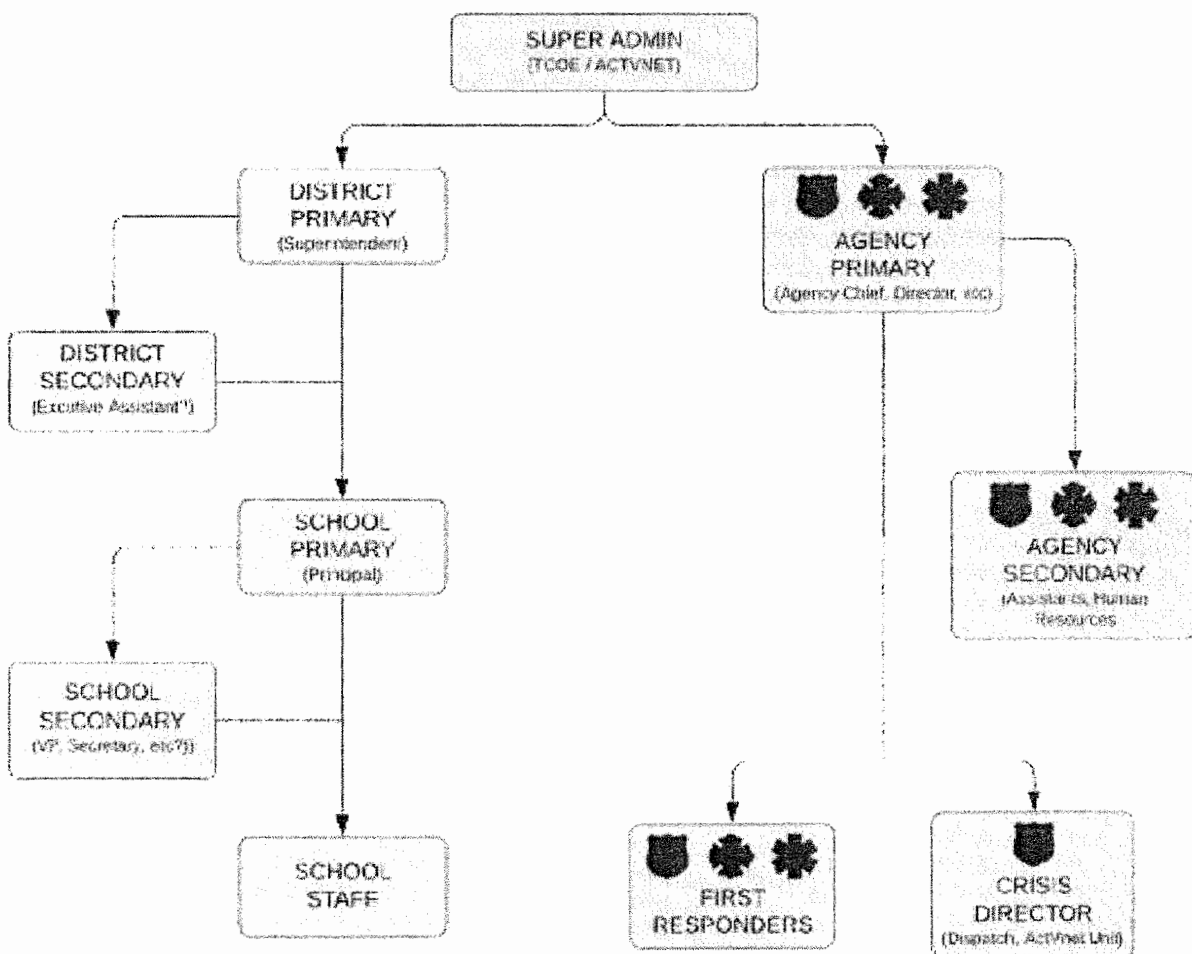
- Updating the School Safety Software Program with Staff Information, Emergency Procedures, Crisis Duties, and other information as required
- Ensuring District/School staff receive, and complete User account setup
- Keeping accounts up to date including on-boarding and off-boarding of staff
- Notifying TCOE of any changes to Campus, including, but not limited to updates to Floor Plan, Surveillance Camera locations, Gate locations, and other physical modifications. Fees and costs incurred for School Safety Software Program updates as a result of physical changes to a Campus shall be the responsibility of the District/School and are discussed more fully in **Attachment 2**
- Ensuring District/School Users obtain School Safety Software Program training before use and that no unauthorized use of the School Safety Software Program will occur

### **Safety Agencies**

- Updating the School Safety Software Program with account information, including but not limited to a list of participating school districts and schools that are within the jurisdiction of the Safety Agency
- Identifying Safety Agency contact persons for each participating school and school district Campus
- Ensuring Safety Agency Users obtain School Safety Software Program training before use and that no unauthorized use of the School Safety Software Program will occur

## AUTHORIZATION & VERIFICATION PROCESS

The School Safety Software Program includes an authorization/verification process to verify Users and limit access to information and data within the School Safety Software Program based on account type. Each User shall be authorized and verified. The authorizer will send out the registration invitation and each User shall be responsible for creating an account and downloading the School Safety Software Program app. There can be multiple Secondary-level Users with the same administrative powers. Account types, access levels, and responsibilities are more fully defined in the training materials that will be made available to Users.



## **Sheriff's Office Sublicense Agreement- Attachment 2**

### **SCHOOL SAFETY SOFTWARE PROGRAM MAINTENANCE AND SUPPORT SERVICES**

1. Scope of Coverage. Subject to the terms and conditions of the Sublicense Agreement, TCOE shall, during the Term of the Sublicense Agreement or any renewal thereof, provide maintenance and support services ("Maintenance and Support") to District/School and authorized Safety Agency Users as set forth in this **Attachment 2** to the Agreement. The Maintenance and Support described herein does not expand or change the School Safety Software Program warranty provisions set forth in the Agreement.

2. Definitions. In addition to the defined terms set forth in the Sublicense Agreement and School Software Program Scope of Services, which are incorporated herein, the following capitalized terms shall have the following meanings:

(a) "Bug Fixes" shall mean any correction of an error contained in the School Safety Software Program.

(b) "Users" or "User" shall mean District/School and Safety Agency staff and personnel authorized to access and use the School Safety Software Program.

(c) "Update" shall mean a new version or a revised version of the School Safety Software Program made available by TCOE to Users that contains Bug Fixes and/or enhancements or improvements.

3. TCOE Maintenance and Support Obligations. TCOE shall provide Users the following Maintenance and Support:

(a) Back-end maintenance releases including Bug Fixes and Updates, which shall be made available to Users for download.

(b) Technical Support. TCOE will make reasonable technical assistance available to Users through email during working hours, Monday through Friday. TCOE will make all reasonable efforts to respond to emails within twenty-four (24) hours of receipt.

(c) Installation and Account Creation. User data entry and verification shall be the responsibility of District/School, School, and Agency Primaries. As necessary, TCOE will assist Users with the installation of the School Safety Software Program on User hardware and account setup, as needed.

(d) Training. In order to assist District/School and Safety Agency personnel in the use and operation of the School Safety Software Program, TCOE shall provide Users with a set number of training hours, consisting of software demonstrations and tutorials, which may be delivered in various formats, including, but not limited to online, in-person, or via pre-recorded videos and written materials. Training sessions shall be scheduled and coordinated by District/School, Safety Agency, and TCOE and shall be mandatory for all District/School and Safety Agency personnel who will operate and have access to the School Safety Software

Program. Additional training may be made available by TCOE in its sole discretion based on User feedback.

(e) TCOE will prepare training materials, including, but not limited to pre-recorded training videos, and instruction manuals, which shall be available in the School Safety Software Program. TCOE may prepare and make available newsletters, push-notifications, and system notes to assist Users.

4. Limitation. TCOE shall have no Maintenance and Support obligations with respect to (i) any hardware or software product other than the School Safety Software Program and (ii) any unauthorized modification or use of the School Safety Software Program.

## **Sheriff's Office Sublicense Agreement- Attachment 3**

### **DISTRICT/SCHOOL NOTICE TO SUBLICENSEE AND ACKNOWLEDGEMENT FORM**

The Monson-Sultana Elementary ("District/School") hereby provides written notice to Tulare County Sheriff's Office ("Sublicensee"), that Sublicensee's sublicense to use the School Safety Software Program has been terminated as of [date]. All use of the School Safety Software Program must immediately be suspended and all copies of the School Safety Software Program and documentation, materials, and other records related thereto (collectively "the School Safety Software Program Records") must be returned to the Tulare County Office of Education ("TCOE") at the address provided below or destroyed within thirty (30) days. All the School Safety Software Program Records being returned must be sent to:

Tulare County Superintendent of Schools  
Attention: Frank Silveira  
7000 W. Doe Ave  
Visalia, CA 93291

Following the destruction or return of the School Safety Software Program Records, please sign and return the acknowledgement provided below to the TCOE address identified above.

\_\_\_\_\_  
Name:

Title:

Date:

### **Acknowledgement**

I, the undersigned, am a duly authorized designee of Sublicensee. I acknowledge that I received notice to cease and terminate use of the School Safety Software Program as of [Date]. I can affirm and personally attest that immediately following receipt of such notice all use of the School Safety Software Program by Sublicensee and its personnel and staff was terminated. All copies of the School Safety Software Program Records have either been destroyed or returned to TCOE at the address identified above.

\_\_\_\_\_  
Name:

Title:

Date:

## **EXHIBIT E**

### **DISTRICT/SCHOOL NOTICE TO TCOE OF LICENSE TERMINATION**

The Monson-Sultana Elementary ("District/School") hereby provides written notice to the Tulare County Office of Education ("TCOE") that District/School's license to use the School Safety Software Program is terminated as of [Date]. The District/School hereby affirms that: (1) all use of the School Safety Software Program by District/School has been suspended; (2) notice has been provided to applicable Safety Agencies that use of the School Safety Software Program should immediately cease and that all copies of the School Safety Software Program and documentation, materials, and other records related thereto (collectively "the School Safety Software Program Records") must be destroyed or returned to the District/School; (3) that the District/School has received notice from applicable Safety Agencies that all the School Safety Software Program Records have been returned or destroyed; and (4) that the District/School has destroyed all the School Safety Software Program Records in its possession or have returned all such the School Safety Software Program Records to TCOE at the address identified below:

Tulare County Superintendent of Schools  
Attention: Frank Silveira  
7000 W. Doe Ave., Visalia, CA 93291  
frank.silveira@tcoe.org

I, the undersigned, am a duly authorized designee of Licensee and can affirm and personally attest to the information contained herein.

\_\_\_\_\_  
Name:

Title:

Date:

**SOFTWARE USER AGREEMENT  
BETWEEN  
TULARE COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
MONSON - SULTANA ELEMENTARY**

This Software User Agreement (“Agreement”) is entered into effective as of July, 2022 (“Effective Date”) by and between the Tulare County Superintendent of Schools (“TCOE”) and Monson-Sultana Elementary , a California public school district] (“District/School”). TCOE and District/School may be referred to individually as “Party” and collectively as “Parties” in this Agreement.

**RECITALS**

A. **WHEREAS**, TCOE has developed and is the exclusive owner of all rights, title, and interest in and to certain proprietary software, referred to herein as the “School Safety Software Program,” which is more fully described in **Exhibit A**; and,

B. **WHEREAS**, the School Safety Software Program is designed to promote cooperation between participating schools and school districts and participating law enforcement agencies, fire departments, and emergency personnel (“Safety Agency” or “Agency”) during emergencies on school campuses with the ultimate goal of protecting students, employees, and community members; and,

C. **WHEREAS**, the School Safety Software Program allows designated Safety Agencies to access certain District/School information as set forth in **Exhibit A** attached hereto, including, but not limited to school site floor plans, staff photographs and identification information, drone photography of specific campus locations, and video surveillance of specific campus locations, in limited circumstances, where such access would assist the Safety Agencies in responding to immediate and serious threats to safety on campus; and,

D. **WHEREAS**, the School Safety Software Program is intended to benefit the safety of the community at large, while protecting student privacy in compliance with State and Federal law regarding confidential student information; and,

E. **WHEREAS**, the District/School desires to implement and utilize the School Safety Software Program at each of the District/School’s school sites; and,

F. **WHEREAS**, TCOE is willing to grant the District/School a license to use the School Safety Software Program in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual representations, warranties and agreements contained herein, the Parties hereto agree as follows:

## **AGREEMENT**

1. **License.** Subject to the terms and conditions of this Agreement, TCOE hereby grants, and the District/School hereby accepts, a nonexclusive, non-transferable (except as permitted in Section 4 below) license to use the School Safety Software Program ("License").

2. **Services.**

(a) **Installation.** TCOE shall install or assist District/School and Safety Agencies with the installation of the School Safety Software Program.

(b) **Training.** As set forth in **Exhibit B**, TCOE shall provide District/School and Safety Agency personnel with a set number of training hours, which may be delivered in various formats, including, but not limited to online, in-person, or via pre-recorded videos and written materials. Training sessions shall be scheduled and coordinated by District/School, Safety Agency, and TCOE and shall be mandatory for all District/School and Safety Agency personnel who will operate and have access to the School Safety Software Program.

(c) **Maintenance and Support.** TCOE shall provide District/School and Safety Agencies with maintenance and support services for the School Safety Software Program as outlined in **Exhibit B**.

(d) **New Releases and Updates.** TCOE shall furnish District/School and Safety Agencies with all new software releases and updates during the term of the Agreement.

3. **Fees and Payment.** In consideration for the License granted under this Agreement and the maintenance and support services provided by TCOE as set forth in **Exhibit B**, the District/School shall pay fees to TCOE in the amount and frequency set forth in **Exhibit C** ("Fees"). Fees shall include a License Fee and Setup Fee as set forth in **Exhibit C**. District/School shall pay all Fees within 45 days of District/School's receipt of an invoice from TCOE.

4. **Rights to Sublicense.** The District/School shall have the right to grant Safety Agencies willing to partner with the District/School a sublicense to use the School Safety Software Program for the purposes set forth in this Agreement. TCOE has prepared two separate template sublicense agreements for use by the District/School: one sublicense agreement for use with each local Safety Agency (other than the Tulare County Sheriff's Office), such as the Tulare City Police Department and the Tulare City Fire Department (the "Safety Agency Sublicense Agreement", attached as **Exhibit D-1**), and a separate sublicense agreement for use with the Tulare County Sheriff's Office (the "Sheriff's Office Sublicense Agreement", attached as **Exhibit D-2**). Every Safety Agency Sublicense Agreement shall include, at a minimum, the terms and conditions identified as "Necessary Terms" in **Exhibit D-1**, and such terms shall not be modified, altered, changed, or removed without the prior written consent of TCOE. The Sheriff's Office Sublicense Agreement must be used exclusively in the form attached at **Exhibit D-2** and its terms may not be modified, altered, changed, or removed. Any Safety Agency

Sublicense Agreement or Sheriff's Office Sublicense Agreement which does not comply with this Section 4 shall immediately be voidable by TCOE.

5. Term, Termination, and Survival.

(a) Term. The term of this Agreement shall be effective for the full school year, commencing July 1, 2022 and ending June 30, 2022 ("Term"), unless earlier terminated by either Party. The Agreement may be renewed for up to four (4) additional one (1) year terms by mutual written agreement of the Parties.

(b) Termination.

(i) If District/School fails to pay the Fees as specified in **Exhibit C**, the License granted herein to District/School shall immediately terminate.

(ii) Either Party shall be entitled to terminate this Agreement and the License granted herein by giving the other Party thirty (30) days advance written notice of termination. Any Fees pre-paid by the District/School shall be pro-rated and refunded to the District/School within 45 days of the date of termination.

(iii) In the event a participating Safety Agency terminates its Sublicense with the District/School, such that the District/School can no longer benefit from the School Safety Software Program, the District/School shall have the option to terminate the Agreement and License granted herein by giving TCOE fifteen (15) days' written notice. Any Fees pre-paid by the District/School shall be pro-rated and refunded to the District/School within 45 days of the date of termination.

(iv) Upon termination of this Agreement pursuant to Subdivisions (i) – (iii) above, the District/School shall be responsible for taking all steps set forth in Subsection (c) below.

(c) Effects of Termination. Following any termination or cancellation of this Agreement: (i) District/School will, immediately upon TCOE's request, either destroy or return to TCOE (at District/School's expense) all copies of the School Safety Software Program, documentation, materials, and Proprietary Information, as defined in Section 6 below (collectively "the School Safety Software Program Records"); (ii) District/School will not be permitted to use or distribute the School Safety Software Program following termination; (iii) District/School's rights to sublicense the School Safety Software Program shall immediately cease; (iv) District/School shall immediately give notice to Safety Agencies that use of the School Safety Software Program with respect to the District/School must be suspended immediately and all the School Safety Software Program Records must be returned to District/School or destroyed; and (v) District/School shall provide written notice to TCOE within 30 days of the termination of this Agreement attesting that all the School Safety Software Program Records, including copies of the School Safety Software Program and other materials shared with Safety Agencies, have been destroyed or returned to TCOE. Template notice forms are attached hereto as **Exhibit E**.

(d) Survival. Sections 6, 8, 9, 10, 11, 12, 13, and 22 of this Agreement shall survive the expiration and termination of this Agreement for any reason.

6. Proprietary Information and Intellectual Property.

(a) Proprietary Information. District/School understands and acknowledges that TCOE developed and owns certain intellectual property that TCOE used in the development of the School Safety Software Program, including but not limited to, source code, software tools or documentation, trade secrets, reports, memorandum, training manual and materials, data visualizations, files, input materials, output materials, software, and any other data or materials provided or made available to the District/School under this Agreement ("Proprietary Information"). In addition, TCOE shall own all other ideas, concepts, themes, documentation or other intellectual property or copyrightable material conceived, developed, created, written or contributed which improves, enhances, or directly impacts any Proprietary Information, excepting any public domain data or information. District/School further acknowledges and agrees that the rights of whatever nature in the Proprietary Information are and shall remain the property of TCOE, and nothing in this Agreement shall be construed as assigning or transferring the ownership of any such rights to District/School, the Safety Agencies, or any third party.

(b) Ownership. Title to and ownership of the School Safety Software Program and all applicable proprietary rights including, but not limited to, rights in patents, copyrights, author's rights, trademarks, trade names, Proprietary Information, graphic design and design elements, know-how and identified trade secrets in the School Safety Software Program, shall remain at all times with TCOE, and subject to the License granted to District/School pursuant to this Agreement. District/School shall not reverse engineer, decompile or disable the School Safety Software Program or any portion thereof, nor otherwise attempt to create or derive the source code of the School Safety Software Program. Except for the rights set forth in this Agreement, no other right or license with respect to any intellectual property is granted under this Agreement.

(c) Know-How. District/School acknowledges that Know-How is and shall at all times be and remain the sole and exclusive property of TCOE, and District/School shall derive no rights, title or interest therein except as expressly set forth in this Agreement. "Know-How" means all technical and other information, or knowledge useful for the use or implementation of the School Safety Software Program that is necessary or convenient to use/implement the School Safety Software Program and which is not in the public domain, including without limitation, concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, assays, research plans, procedures, processes, designs for experiments and tests and results of experimentation and testing (including results of research and development), and process (including manufacturing processes, specification and techniques), and includes any rights including but not limited to patent, copyright, trade secret or non-disclosure agreements or design rights protecting any of the foregoing. The fact that an item is known to the public shall not be taken to exclude the possibility that a compilation including the item, or a development relating to the item, is or remains not known to the public.

7. Representations. Each Party represents and warrants that (i) it has the right and authority to enter into this Agreement and perform its obligations, covenants and promises hereunder, (ii) it is duly organized and validly existing and in good standing under the laws of

*Software User Agreement*  
Page 4 of 10

the state of its incorporation or formation, (iii) the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action, (iv) this Agreement constitutes the legal, valid and binding agreement of such Party, enforceable against it in accordance with its terms, and (v) it has obtained all authorization, approvals, consents or permits required to perform its obligations under this Agreement under all applicable law and regulation.

8. Confidentiality. If any third party requests copies of, or access to, the School Safety Software Program or Proprietary Information pursuant to the California Public Records Act or any other applicable law, District/School will provide notice to TCOE of such requests as soon as reasonably practicable.

9. Privacy. TCOE shall take all reasonable steps to protect student data, records, and information provided by District/School. The Parties acknowledge that information provided through the School Safety Software Program is not considered a student record under the Family Educational Rights and Privacy Act (FERPA) and any student information utilized with the School Safety Software Program shall be limited to "directory information" as defined in Title 34 section 99.3 of the Code of Federal Regulations.

10. Limited Warranty.

(a) Software Warranty. TCOE warrants to District/School that the School Safety Software Program as delivered will materially comply with the published specifications by TCOE for the School Safety Software Program. TCOE's obligations under this warranty are limited to providing District/School with properly operating versions of the School Safety Software Program. TCOE does not warrant that the operation of the School Safety Software Program will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, TCOE AND DISTRICT/SCHOOL ACKNOWLEDGE THAT THE SCHOOL SAFETY SOFTWARE PROGRAM IS NOT AND CANNOT BE MADE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY.

(b) No Other Warranty. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SCHOOL SAFETY SOFTWARE PROGRAM IS PROVIDED "AS IS" AND TCOE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ALL TECHNOLOGY, THIRD PARTY AND OPEN SOURCE MATERIALS, SOFTWARE OR DERIVATIVE WORKS PROVIDED OR OTHERWISE LICENSED TO DISTRICT/SCHOOL IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. TCOE DOES NOT GUARANTEE THE SAFETY OF ANY STUDENTS, STAFF, PERSONNEL OF ANY SAFETY AGENCIES, OR ANY OTHER PERSON.

11. Limitation of Liability. EXCEPT WITH RESPECT TO BREACHES INVOLVING A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, NO PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER

CAUSED AND UNDER ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, IN NO EVENT SHALL A PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL SUM OF FEES PAID BY DISTRICT/SCHOOL PURSUANT TO THIS AGREEMENT.

12. Indemnity for Infringement. To the extent permitted by law, TCOE agrees to defend, indemnify and hold District/School harmless from patent or copyright infringement based upon the Proprietary Information in the form delivered to District/School under this Agreement, provided that (i) TCOE is given prompt written notice of and detailed information as to any such claim, suit or proceeding, and (ii) District/School agrees to cooperate and provide reasonable assistance in the defense and settlement of such claim. District/School shall not take any action that might prejudice TCOE's legal position without TCOE having the option to participate in the defense of such claim, and District/School shall not settle any such claim or action without TCOE's prior written consent. The foregoing represents the entire warranty by TCOE and the exclusive remedy of the District/School as to any claimed infringement arising out of or based upon the Proprietary Information used by District/School. TCOE shall have no obligation under this Section 12 for or with respect to claims, actions, or demands alleging infringement that arise as a result of (a) modification of the Proprietary Information by District/School; (b) use of the Proprietary Information by District/School in material breach of the terms of this Agreement; and (c) continued allegedly infringing activity by District/School after District/School has been notified of the possible infringement. This Section 12 is further subject to the limitations of liability set forth in Section 11 above.

13. District/School Indemnification of TCOE. Except to the extent caused by the gross negligence or willful misconduct of TCOE or any person or entity under its explicit direction or control, District/School agrees to defend, indemnify and hold harmless TCOE and its directors, officers, Board of Education, employees and agents (collectively "TCOE") from and against any and all claims of any nature whatsoever arising out of, based upon, or resulting from: (i) the use of the School Safety Software Program or Proprietary Information by District/School or its directors, officers, employees or agents (collectively "District/School"), except for any claims of copyright infringement under Section 12 above or any claims alleging negligent errors and omissions or defects in the Proprietary Information; (ii) claims, damages, or liabilities arising out of the negligence or intentional misconduct of District/School arising from District/School's use of the School Safety Software Program; (iii) any liability, claims, or damages for death, bodily injury, injury to property, or any other loss arising from District/School's use of the School Safety Software Program, including but not limited to any death, bodily injury, injury to property, or any other loss to students or employees, staff, personnel, or agents; (iv) liability, claims, or damages arising from any breach of the representations, warranties or covenants contained herein by District/School; and (v) any claims, damages, or liability arising out of any non-authorized use and/or misuse of the School Safety Software Program by the District/School, including any use that is inconsistent with the terms of this Agreement and/or the School Safety Software Program Scope of Services set forth in **Exhibit A**.

14. Non-Authorized Use. District/School shall only use the School Safety Software Program in the event of an Emergency, as defined in **Exhibit A**, in the manner and for the

purposes set forth in **Exhibit A**. District/School will take all reasonable steps to ensure that only authorized and trained District/School personnel use and have access to the School Safety Software Program. District/School acknowledges and understands that it is solely responsible for managing and monitoring its personnel's User accounts, as defined in **Exhibit A**, and that any unauthorized use shall make the License immediately voidable by TCOE. District/School shall be liable and responsible for any claims or damages arising out of non-authorized use and/or misuse of the School Safety Software Program as set forth in Section 13 above.

15. Insurance.

(a) Coverage Required. Before the commencement of this Agreement and during the Term of this Agreement, District/School shall obtain and maintain, at its expense, with insurance companies acceptable to TCOE, the following insurance policies:

(i) Commercial general liability insurance for bodily injury, personal injury and property damage and including products and completed operation and non-owned and hired automobile coverage, with liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) aggregate.

(ii) Automobile liability insurance for bodily injury, personal injury and property damage for vehicles owned, non-owned, or hired, with policy limits or not less than One Million Dollars (\$1,000,000.00) combined single limit.

(iii) Professional liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Three Million Dollars (\$3,000,000.00) aggregate.

(b) Insurance Provisions.

(i) The policies described in Subsection (a) above shall: (i) name TCOE as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by TCOE; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than 30 days written notice shall be given to TCOE before the cancellation or reduction of coverage or amount of such policy.

(ii) A certificate issued by the carrier of the policies described in Subsection (a) above shall be delivered to TCOE prior to District/School's use of the School Safety Software Program. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to TCOE not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to TCOE's approval and shall carry a rating of A- or higher, unless otherwise agreed to in advance by TCOE, and insurance company shall be admitted and licensed in California to transact insurance coverage and issue policies.

(iii) The policy described in Subsection (a) above may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required

in this Section and does not reduce the coverage, impair TCOE's rights under this Agreement, or negate or decrease District/School's obligations under this Agreement.

(iv) District/School agrees that if District/School does not take out and maintain such insurance as required by this Section, then TCOE may (but shall not be required to) procure said insurance on District/School's behalf and charge District/School the premiums, together with a 10% handling charge, payable upon demand.

(c) Worker's Compensation Insurance. District/School shall maintain full worker's compensation insurance coverage for no less than the statutory limits. This insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws. Such coverage shall remain in effect throughout the Term of this Agreement.

16. Entire Agreement. This Agreement, along with any exhibits attached and referenced in this Agreement, constitutes the final and complete understanding between the Parties and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the Parties with respect to the subject matter contained in this Agreement.

17. No Assignment. District/School may not assign this Agreement or transfer its obligations hereunder without the prior written consent of the TCOE.

18. Amendments, Waivers and Severability. Except as otherwise provided herein, this Agreement may be amended, and compliance with any provision of this Agreement may be omitted or waived, only by written agreement duly signed by both Parties. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will not invalidate or render unenforceable the remaining provisions of this Agreement.

19. Relationship of the Parties. The Parties understand and agree that neither Party shall be considered an officer, employee, agent, partner, or joint venture of the other Party. This Agreement confers no rights upon any Party except those expressly granted herein.

20. Interpretation. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

21. Applicable Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to any motion for transfer of venue.

22. Dispute Resolution. Any and all disputes arising out of the interpretation or performance of this Agreement shall be subject to the following procedure until a resolution is reached. Once the Parties have exhausted the procedures stated below, each Party may pursue a remedy as entitled to them by law.

(a) The disputing Party shall provide written notice of the dispute to the other Party. Thereafter, TCOE's designee shall meet with the District/School's Superintendent or School Director or designee within thirty (30) days to attempt informal resolution of the dispute.

(b) If the Parties cannot reach a resolution pursuant to subsection (a) above, TCOE and the District/School shall enter into non-binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties. The format of the mediation shall be developed jointly by TCOE and District/School, and shall incorporate informal rules of evidence and procedure, unless both Parties agree otherwise. Notwithstanding the foregoing, the findings or recommendations of the mediator shall be non-binding, unless TCOE and District/School jointly agree to bind themselves.

23. Notices. Any notice, request, demand, approval, consent, instruction, or other communication to be given to any Party hereunder shall be delivered by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged as follows:

If to District/School:

Monson-Sultana Elementary  
Attention: Roberto C. Vaca, Superintendent/Principal  
10643 Avenue 416, Sultana, CA 93666  
rvaca@msschool.org

If to TCOE:

Tulare County Superintendent of Schools  
Attention: Frank Silveira  
7000 W. Doe Ave., Visalia, CA 93291  
frank.silveira@tcoe.org

With copy to:

Lozano Smith  
Attention: Claudia P. Weaver  
4 Lower Ragsdale  
Monterey, CA 93940  
cweaver@lozanosmith.com

Each Party shall give the other Party written notice within seven (7) of any change to the designee identified above.

24. Due Authority of Signatories. Each individual signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by appropriate action of such Party to execute, and thereby bind such Party to, this Agreement.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement as of the Effective Date.

**MONSON- SULTANA ELEMENTARY**

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

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

**TULARE COUNTY SUPERINTENDENT  
OF SCHOOLS**

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

By: \_\_\_\_\_

Print: Tim Hire

Its: \_\_\_\_\_

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**November 1, 2022**

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

**AGENDA ITEM:** **7.6 SETTING OF DATE FOR ORGANIZATIONAL MEETING**

**ATTACHMENTS:** **ORGANIZATIONAL MEETING FORM**

**DISCUSSION:**

The Board must formally approve the date of its annual organizational meeting. Administration recommends that the organizational meeting be held on Tuesday, December 13, 2022, at 12:00 p.m.

**RECOMMENDATION:** Approval of Dec. 13, 2022, at 12:00 p.m. meeting time.

**ACTION REQUIRED:** Approval of December meeting date.

## NOTIFICATION OF ANNUAL ORGANIZATIONAL MEETING

To: (1) Tulare County Superintendent of Schools, Attention: Shelly DiCenzo  
(2) Governing Board Members and Members-Elect of this District

Subject: **NOTIFICATION OF DATE AND TIME OF THE ANNUAL ORGANIZATIONAL MEETING** [Education Code §35143]

At a regular meeting of the governing board held on November 1, 2022,  
this board determined that the annual organizational meeting will take place as follows:

Annual Organizational Meeting of the Monson-Sultana Joint Union Elementary School District

Date: December 13, 2022

Time: 12:00 ☐ a.m. ☒ p.m.

Location *(Include location/site name, room # and complete address below)*

Monson-Sultana School

Main Office -Board Room

10643 Avenue 416, Sultana, CA 93666

**MONSON-SULTANA JOINT ELEMENTARY UNIFIED SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**November 1, 2022**

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

**AGENDA ITEM:** **7.7 ANNUAL RENEWAL OF SUPER CO-OP SY 2023-2024**

**ATTACHMENTS:** **RENEWAL AGREEMENT**

**DISCUSSION:**

Attached is our Annual Renewal Agreement for membership services with the Super Co-Op for SY 2023-2024. The District would like to continue membership with the San Mateo-Foster City School District, as the Lead Agency, to hereby continue to be given the authority to contract for USDA Foods and related services on behalf of Member Districts in the Super Co-Op.

**RECOMMENDATION:** The Superintendent recommends that the Board  
**APPROVE** Annual Renewal of Super Co-Op SY 2023-2024.

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

**SY2023-24 Annual Renewal of Services  
Super Co-Op Joint Powers Authority**



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

Please check (✓) your response:

✓	We plan to CONTINUE membership with Super Co-Op JPA for SY2023-24.
	We do NOT plan to continue membership with Super Co-Op JPA for SY2023-24. What alternate USDA Foods delivery method do you plan to use? _____

**San Mateo-Foster City School District** is the Lead District of the Super Co-Op Joint Powers Authority and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts and Participant Districts.

The parties agree as follows:

1. Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.
2. Through this written agreement, the Lead District is assigned control of the Participant District's fair share of USDA Foods entitlement for SY2023-24. The Lead District is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of Participant.
3. Lead District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of Participant. Participant is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to Participant District.
4. Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.
5. SY2023-24 Fees:

Membership Fees are paid by Participant District directly to the Lead District, billed in July 2023.

Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.

State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.

Delivery fees as per member district selected distributors.

All fees are subject to change, as approved by the Super Co-Op JPA Board of Directors.

Participant District agrees to remit all Super Co-Op JPA fees promptly upon receipt of invoice.

6. Participant District agrees to abide by the current Super Co-Op JPA Governing Rules, bylaws, conflict of interest cost and code of conduct, Brown Box Storage Policy, and other rules or policies as approved by the Board of Directors.
7. Should a loss of USDA Foods being held for the Participant District occur, due to/ but not limited to theft, spoilage, etc., the Lead District is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Participant District and Lead District shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.
9. Participant District shall respond to pre-planners and offerings promptly.
10. Participant District shall read all correspondence from the Super Co-Op JPA and respond promptly as indicated.
11. Participant District shall maintain accurate contact information with the Super Co-Op JPA to assure proper routing of invoices and correspondence.
12. Participant District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.
13. Participant District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.
14. In the event of a change in Lead District, this Agreement shall convey to the new Lead District.
15. Termination of the Assignment of USDA Foods shall be made in writing to the Lead District no later than December 10 to take effect the following June 30.
16. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	Wendy Corcoran
Title	Food Service Director
Telephone	559- 591-1634 ext.117
Email	wendy@msschool.org

Accounts Payable Contact	
Name	Benita Cortez
Title	Business Manager
Telephone	559- 591-1634 ext. 114
Email	benita@msschool.org

Additional Contact for USDA Foods management	
Name	Wendy Corcoran
Title	Food Service Director
Telephone	559- 591-1634 ext.117
Email	wendy@msschool.org

17. Each individual executing this Annual Renewal of Services on behalf of Participant District represents, for the benefit of Lead District, that he or she is duly authorized to execute and deliver this Annual Renewal of Services on behalf of Participant District.
18. Lead District and Participant District acknowledge that this Annual Renewal of Services is subject to approval by the Participant District's Board and this Annual Renewal of Services shall not be effective until after the Participant District's Board approves this Annual Renewal of Services.

By signing this, I certify that I am an authorized representative of the Participant District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Participant District's Board of Education at a duly called and noticed Regular Board Meeting on November 1st, 2022.

Participant District	Monson-Sultana joint Union Elementary School District
Signature	
Print Name	Roberto Vaca
Title	Superintendent
Date	November 1, 2022

Lead District	San Mateo-Foster City School District
Signature	
Print Name	Fran Debost
Title	Director Child Nutrition Services
Date	

**Return signed copy by December 1, 2022** to Leylany Marquez at [lmartinez@smfcsd.k12.ca.us](mailto:lmartinez@smfcsd.k12.ca.us). A signed copy will be returned to you.

Fran Debost  
[fdebost@smfc.k12.ca.us](mailto:fdebost@smfc.k12.ca.us)  
San Mateo-Foster City School District  
1170 Chess Drive, Foster City, CA 94404  
Phone (650) 312-7201

**MONSON-SULTANA JOINT ELEMENTARY UNIFIED SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**November 1, 2022**

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

**AGENDA ITEM:** **7.8 ANNUAL REPORT OF DEVELOPER FEES FOR FISCAL YEAR 2021-2022**

**ATTACHMENTS:** **ANNUAL REPORT OF DEVELOPER FEES**

**DISCUSSION:**

The Annual Report of Developer Fees includes the following as required by Government Code Section 66006, "any local agency requirement of payment of a fee in conjunction with approval of a development project must file an annual report no later than 180 days from the end of the agency's fiscal year":

- Description of the fee, amount of fee, beginning and ending balance of the account or fund, amount of fees collected and interest earned.
- Purpose to which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.
- Designate the appropriate dates on which the funding is expected to be deposited into the appropriate account or fund.

**RECOMMENDATION:** The Superintendent recommends that the Board approve the Annual Report of Developer Fees for Fiscal Year 2021-2022.

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

## ANNUAL REPORT OF DEVELOPER FEES

**School District Name:** Monson-Sultana JUESD  
**Reporting Period:** July 1, 2021 - June 30, 2022  
**Date Report Made Available to the Public:** October 26, 2022  
**Date Report Presented to the Board:** November 1, 2022

### DESCRIPTION OF THE TYPE AND AMOUNT OF THE FEE

This district has levied school facilities fees pursuant to various resolutions, the most recent of which is dated June 2020. These resolutions were adopted under the authority of Government Code Section 53080 for the purpose of funding the construction or reconstruction of school facilities.

The amount collected by this district is \$4.08 per square foot of assessable space of residential construction; and \$0.66 per square foot of covered and enclosed space of commercial/industrial construction; but subject to the district's determination that a particular project is exempt from all or part of these fees.

Pursuant to Education Code Section 17623 and an agreement with the district(s) sharing territory with the district, generally only 67% of the maximum fee specified above is distributed to this district.

**ANNUAL DEVELOPER FEE REPORT  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
FOR THE YEAR ENDED June 30, 2022**

DESCRIPTION	ACCOUNT CODE	TOTALS	PROJECT NO. 1	PROJECT NO. 2	PROJECT NO. 3	PROJECT NO. 4	PROJECT NO. 5
<b>BEGINNING BALANCE</b>		4,015.52	4,015.52	-	-	-	-
<b>REVENUE</b>							
Mitigation/Developer Fees (Schedule A)	8681	5,842.73	5,842.73	-	-	-	-
Interest Income	8660	35.26	35.26	-	-	-	-
Net in Fvof Investments -Other Income	8662	(144.63)	(144.63)	-	-	-	-
<b>TOTAL REVENUE</b>		5,733.36	5,733.36	-	-	-	-
<b>EXPENDITURES</b>							
Salaries & Benefits	1000-3999						
Adminstration		-	-	-	-	-	-
Services, Other Operating Expenses	5000-5999						
Travel & Conference		-	-	-	-	-	-
Rentals, Leases and Repairs		-	-	-	-	-	-
Other Services & Operating Expenses		7,675.00	7,675.00	-	-	-	-
Capital Outlay	6000-6599						
Sites & Improvements of Sites		-	-	-	-	-	-
Buildings & Improvements		-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>		7,675.00	7,675.00	-	-	-	-
<b>OTHER FINANCING SOURCES/USES</b>							
Transfers Out (Schedule C)	7610-7629	-	-	-	-	-	-
Uses	7630-7699	-	-	-	-	-	-
<b>TOTAL OTHER SOURCES/USES</b>		-	-	-	-	-	-
<b>ENDING BALANCE</b>		<u>\$ 2,073.88</u>	<u>\$ 2,073.88</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**ANNUAL DEVELOPER FEE REPORT  
SCHEDULE OF MITIGATION/DEVELOPER FEES  
FOR THE PERIOD ENDED June 30, 2022**

[illegible]

**Annual Developer Fee Report**  
**Project Status Report**  
**Project Name: New Classroom/Library Media Wing**  
**Project Number: 4**

Estimated Start Date:	July 1, 2017
Estimated Completion Date:	June 30, 2026
Estimated Cost:	60,000
Are funds currently available to complete the project? (Circle One)	YES
	*****NO*****

**Project Description: New Classroom/Library Media Wing**

Provide School Site with 21st Century Multi-Media Library and addition of classrooms due to growth.

**FUNDING SOURCES/REQUIREMENTS - Indicate funding sources and requirements for the public improvement project.**

Funding Sources	Estimated Amounts	%	Estimated to be Received by	Collections to Date
Developer Fees	60,000	100%	Jun-26	-
State Funds				
General Obligation Bonds				
Other:				
Other:				
Other: Interest				
Total	\$ 60,000	100%		\$ -

**Comments:**

**ANNUAL DEVELOPER FEE REPORT  
SCHEDULE OF INTERFUND TRANSACTIONS  
As of June 30, 2022**

### INTERFUND TRANSFERS

NONE TO REPORT

[illegible]

## INTERFUND LOANS

NONE TO REPORT

Fund	Balance 7/1/2021	Additions/ New Loans	Deductions/ Amounts Repaid	Balance 6/30/2022	Estimated Repayment Date	Interest Rate	Public Purpose  Identify the public improvement on which the fees will be expended
				-			
				-			
				-			
				-			
				-			
				-			
				-			
				-			
				-			
				-			
				-			
				-			
				-			
				-			
Total	-	-	-	-			

**ANNUAL DEVELOPER FEE REPORT**  
**SCHEDULE OF REFUNDS PURSUANT TO G.C. 66001 (e) (f)**  
**As of June 30, 2022**

[illegible]

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**November 1, 2022**

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

**AGENDA ITEM:** **7.9 BUDGET REVISION 011-22**

**ATTACHMENTS:** **BUDGET REVISION**

**DISCUSSION:**

Each month the District Business Office ensures that all expenditures are in line with the District's Adopted Budget. Revisions must be made to reflect the reality of a day-to-day living document, which must be updated as budget codes change to accommodate fluctuation in program resources.

The attached Budget Revision 011-22 is for October 2022.

**RECOMMENDATION:** The Superintendent recommends that the Board  
**APPROVE Budget Revision 011-22.**

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

# Budget Revision Report #011-22

29 Monson-Sultana Jt. Union Elem. School District

10/27/2022

Fiscal Year: 2023

Control Number: 102753448

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	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations
<b>Fund: 010 General Fund</b>					
LCFF Sources	5,511,533.00	5,961,398.00	(621.00)	5,960,777.00	#1
Federal Revenues	3,076,454.00	3,139,687.75	800,000.00	3,939,687.75	#1
Other State Revenues	983,335.00	970,678.00	2,183.00	972,861.00	#1
Other Local Revenues	91,250.00	111,250.00	-	111,250.00	
<b>Revenues</b>	<b>9,662,572.00</b>	<b>10,183,013.75</b>	<b>801,562.00</b>	<b>10,984,575.75</b>	
<b>Expenditures</b>					
Certificated Salaries	2,398,688.00	2,451,782.00	25,317.00	2,477,099.00	#2
Classified Salaries	1,022,044.00	1,026,873.00	7,240.00	1,034,113.00	#2
Employee Benefits	1,919,400.00	1,939,548.00	6,834.00	1,946,382.00	#2
Books and Supplies	487,414.00	535,131.00	121,728.00	656,859.00	#3
Services, Other Operating Expenses	1,536,539.00	1,459,395.00	40,000.00	1,499,395.00	#3
Capital Outlay	2,829,345.00	2,921,965.00	997,272.00	3,919,237.00	#4
Other Outgo	70,427.00	70,427.00	-	70,427.00	
Direct Support/Indirect Costs	(12,119.00)	(13,636.00)	-	(13,636.00)	
<b>Total Expenditures</b>	<b>10,251,738.00</b>	<b>10,391,485.00</b>	<b>1,198,391.00</b>	<b>11,589,876.00</b>	
<b>Other Financing Sources/Uses</b>					
Transfer In	-	-	-	-	
Transfer Out	-	-	-	-	
Contributions	(237,434.00)	(238,402.00)	-	(238,402.00)	
<b>Fund: 080 Student Activity Special Revenue Fund</b>					
Other Local Revenues	-	-	-	-	
<b>Revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Expenditures</b>					
Books and Supplies	-	-	-	-	
Services, Other Operating Expenses	-	-	-	-	
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Fund: 130 Cafeteria Special Revenue Fund</b>					
Federal Revenues	400,000.00	439,000.00	-	439,000.00	
Other State Revenues	23,000.00	24,000.00	-	24,000.00	
Other Local Revenues	3,000.00	6,000.00	10,808.00	16,808.00	#5
<b>Revenues</b>	<b>426,000.00</b>	<b>469,000.00</b>	<b>10,808.00</b>	<b>479,808.00</b>	
<b>Expenditures</b>					
Classified Salaries	117,615.00	137,506.00	-	137,506.00	
Employee Benefits	64,404.00	72,868.00	-	72,868.00	
Books and Supplies	188,847.00	188,847.00	-	188,847.00	
Services, Other Operating Expenses	22,400.00	22,400.00	-	22,400.00	
Capital Outlay	40,000.00	40,000.00	-	40,000.00	

# Budget Revision Report #011-22

29 Monson-Sultana Jt. Union Elem. School District  
Fiscal Year: 2023

Control Number: 102753448

10/27/2022  
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	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations
Direct Support/Indirect Costs	12,119.00	13,636.00		13,636.00	
<b>Total Expenditures</b>	<b>445,385.00</b>	<b>475,257.00</b>	<b>-</b>	<b>475,257.00</b>	
<b>Fund: 251 Developer Fees Fund</b>					
Other Local Revenues	-	-	2,441.00	2,441.00	#6
<b>Revenues</b>	<b>-</b>	<b>-</b>	<b>2,441.00</b>	<b>2,441.00</b>	
<b>Expenditures</b>					
Services, Other Operating Expenses	-	-	-	-	
Capital Outlay	-	-	-	-	
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Fund: 350 County School Facilities Fund - New Construction</b>					
Other State Revenues	2,625,930.00	2,625,930.00	-	2,625,930.00	
Other Local Revenues	-	-	-	-	
<b>Revenues</b>	<b>2,625,930.00</b>	<b>2,625,930.00</b>	<b>-</b>	<b>2,625,930.00</b>	
<b>Expenditures</b>					
Capital Outlay	2,625,930.00	2,625,930.00	-	2,625,930.00	
<b>Total Expenditures</b>	<b>2,625,930.00</b>	<b>2,625,930.00</b>	<b>-</b>	<b>2,625,930.00</b>	
<b>Fund: 351 County School Facilities Fund - Modernization</b>					
Other State Revenues	-	-	-	-	
Other Local Revenues	-	-	-	-	
<b>Revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Expenditures</b>					
Capital Outlay	-	-	-	-	
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
#1 - LCFF Revenues very slight decrease due to TCOE making adjustment within LCFF calculator; Federal Revenues increased due to USDA grants of the four projects submitted and approved for funding; Other State Revenues increased due to CTE Grant for FY 2022/23					
#2 - Certificated salaries with mandated benefits reflects an increase due to substitute costs; District also moved unrestricted salaries to ESSER II and savings used as match for USDA Match on Buses and HVAC projects; Classified salaries with mandated benefits reflects an overall increased due to nurse extra time per IEP					
#3 - Books and supplies increased due to district USDA match for technology project; CTE grant increased therefore materials and supplies increased; Services, Other Operating Expenses due Consulting services for remainder of year with Dr Bradley for Construction Project					
#4 - Capital Outlay increased due to USDA funding and match on HVAC and Bus Projects					
#5 - Local Revenue increased due to interest posted for first quarter					
#6 - Local Revenue increased due to developer fees collect to date and interest posted for first quarter					

**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**November 1, 2022**

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

**AGENDA ITEM:** **8.0 AUTHORIZATION OF VENDOR PAYMENTS REPORTS  
DATED SEPTEMBER 30, 2022 THROUGH OCTOBER 14,  
2022**

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

**DISCUSSION:**

The attached Accounts Payable Final Reports dated September 30, 2022 through October 14, 2022 are for expenditures after September 19, 2022 and before October 14, 2022.

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

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

Monson-Sultana Jt. Union Elem. School District				Total Payments Report				Report Date:		10/18/2022	
				Detailed Subtotalled by Vendor						7:45:29 AM	
				DatePaid between 09/19/2022 and 10/14/2022							

OLD STAR FOODS		00	PV	230360	10/07/2022	5354983	0	62129551	O	130-53100-0-00000-37000-47000-0-0000	\$134.52
OLD STAR FOODS		00	CM	230011	10/07/2022	1468306	0	62129551	O	130-53100-0-00000-37000-47000-0-0000	(\$2.36)
										<b>Total Payment Amount:</b>	<b>\$452.69 *</b>
OPHER SPORT		00	PV	230378	10/14/2022	IN211193	0	62131186	O	010-07200-0-11100-10000-43000-2-0121	PE Equipment - Hockey Balls/Beanbags/Goals/Half Cones/Soft balls \$1,919.06
										<b>Total Payment Amount:</b>	<b>\$1,919.06 *</b>
TERQUEST DET. CANINES FRESNO		06	PV	230302	09/30/2022	864	0	62126960	R	010-07200-0-00000-83000-58000-0-0301	Canines Dogs Services \$250.00
										<b>Total Payment Amount:</b>	<b>\$250.00 *</b>
M EQUIPMENT		00	PV	230374	10/14/2022	V310036287	0	62131187	O	010-00000-0-00000-81000-56000-0-0000	Forklift Repair \$2,338.27
										<b>Total Payment Amount:</b>	<b>\$2,338.27 *</b>
MENEZ, MARIA		00	PV	230343	09/30/2022	MILEAGE	0	62126961	R	010-00000-0-11100-10000-52000-0-0000	Mileage - Workshop @ TCOE \$27.50
										<b>Total Payment Amount:</b>	<b>\$27.50 *</b>
DES BATTERY SERVICE		00	PV	230295	09/30/2022	92041	0	62126962	R	010-00000-0-00000-81000-43000-0-0000	Battery for Forklift \$120.21
DES BATTERY SERVICE		00	PV	230375	10/14/2022	92041	0	62131188	O	010-00000-0-00000-81000-43000-0-0000	Cancelled Check \$120.21
										<b>Total Payment Amount:</b>	<b>\$240.42 *</b>
ORGENSEN & COMPANY		00	PV	230313	09/30/2022	6027179	0	62126963	R	010-00000-0-00000-81000-56000-0-0000	Semi-Annual Service Kitchen \$293.06
										<b>Total Payment Amount:</b>	<b>\$293.06 *</b>
UAN T REYES CONSULTING		06	PV	230351	10/07/2022	0003	0	62129552	R	010-07200-0-11100-31100-58000-2-0305	October Services \$2,000.00
UAN T REYES CONSULTING		06	PV	230351	10/07/2022	0003	0	62129552	R	010-00000-0-11100-31100-58000-2-2000	October Services \$6,000.00
										<b>Total Payment Amount:</b>	<b>\$8,000.00 *</b>
ALACHIED, INC		00	PV	230310	09/30/2022	INV-8468	0	62126964	R	010-00000-0-00000-71500-52000-0-0000	Breakthrough Coach - Vaca/Monteiano \$695.00
										<b>Total Payment Amount:</b>	<b>\$695.00 *</b>
ACGEE REFRIGERATION		00	PV	230342	09/30/2022	14282	0	62126965	R	130-53100-0-00000-37000-56000-0-0000	Repair Ice Machine \$1,012.19
										<b>Total Payment Amount:</b>	<b>\$1,012.19 *</b>
MIDWAY AUTO PARTS		00	PV	230309	09/30/2022	760818	0	62126966	R	010-07230-0-00000-36000-43000-0-0000	Battery \$59.63
										<b>Total Payment Amount:</b>	<b>\$59.63 *</b>
MISSION LINEN SERVICES		00	PV	230340	09/30/2022	517865362	0	62126967	R	130-53100-0-00000-37000-56000-0-0000	\$68.60
MISSION LINEN SERVICES		00	PV	230297	09/30/2022	517818411	0	62126967	R	010-00000-0-00000-81000-56000-0-0000	\$35.00
MISSION LINEN SERVICES		00	PV	230339	09/30/2022	517865364	0	62126967	R	010-07230-0-00000-36000-56000-0-0000	\$19.62
MISSION LINEN SERVICES		00	PV	230339	09/30/2022	517865364	0	62126967	R	010-81500-0-00000-81101-56000-0-0000	\$19.62
MISSION LINEN SERVICES		00	PV	230354	10/07/2022	517910786	0	62129553	O	010-07230-0-00000-36000-56000-0-0000	\$19.62
MISSION LINEN SERVICES		00	PV	230354	10/07/2022	517910786	0	62129553	O	010-81500-0-00000-81101-56000-0-0000	\$19.62
MISSION LINEN SERVICES		00	PV	230384	10/14/2022	517968594	0	62131189	O	130-53100-0-00000-37000-56000-0-0000	\$50.60
MISSION LINEN SERVICES		00	PV	230384	10/14/2022	517968594	0	62131189	O	130-53100-0-00000-37000-43000-0-0000	\$387.90
MISSION LINEN SERVICES		00	PV	230383	10/14/2022	517968596	0	62131189	O	010-07230-0-00000-36000-56000-0-0000	\$19.62
MISSION LINEN SERVICES		00	PV	230383	10/14/2022	517968596	0	62131189	O	010-81500-0-00000-81101-56000-0-0000	\$19.62
										<b>Total Payment Amount:</b>	<b>\$659.82 *</b>
OFFICE DEPOT		00	PV	230308	09/30/2022	2631343230	0	62126968	R	010-31820-0-11100-10000-43000-0-0000	Intervention Supplies- File Box/Mobile \$119.34
OFFICE DEPOT		00	PV	230380	10/14/2022	2662252730	0	62131190	O	010-31820-0-11100-10000-43000-0-0000	Intervention supplies - Hang file folders \$51.20
OFFICE DEPOT		00	PV	230380	10/14/2022	2662252730	0	62131190	O	010-00000-0-00000-27000-43000-0-0000	Labels postage \$10.16
										<b>Total Payment Amount:</b>	<b>\$180.70 *</b>
P & R PAPER SUPPLY COMPANY INC		00	CM	230008	09/30/2022	60059839-00	0	62126969	R	130-53100-0-00000-37000-43000-0-0000	Return Lunch Kits/Straws (\$103.08)
P & R PAPER SUPPLY COMPANY INC		00	PV	230303	09/30/2022	60059106-00	0	62126969	R	130-53100-0-00000-37000-43000-0-0000	Foam Trays/Lunch Kit straws/liners \$503.23
P & R PAPER SUPPLY COMPANY INC		00	PV	230311	09/30/2022	60061077-00	0	62126969	R	130-53100-0-00000-37000-43000-0-0000	Foam Trays/Lunch Kit straws \$609.39
										<b>Total Payment Amount:</b>	<b>\$1,009.54 *</b>
P G & E		00	PV	230382	10/14/2022	7543437351	0	62131191	O	010-00000-0-00000-81000-55000-0-0000	\$8,716.33
										<b>Total Payment Amount:</b>	<b>\$8,716.33 *</b>
PBK		00	PV	230365	10/07/2022	537503	0	62129554	O	350-77120-0-00000-85000-62100-0-1000	Architect Fees - New Classroom Wing \$1,082.90
										<b>Total Payment Amount:</b>	<b>\$1,082.90 *</b>
PFNAS DISPOSAL INC		00	PV	230363	10/07/2022	687407	0	62129555	O	010-00000-0-00000-81000-55000-0-0000	\$990.79
										<b>Total Payment Amount:</b>	<b>\$990.79 *</b>
P CERS		00	PV	230332	09/30/2022	3492224441	0	62126970	R	130-53100-0-00000-37000-47000-0-0000	\$634.65
PRODUCERS		00	PV	230333	09/30/2022	57965414	0	62126970	R	130-53100-0-00000-37000-47000-0-0000	\$663.78

PRODUCERS				00	PV	230334	09/30/2022	349225853	0	62126970	R	130-53100-0-00000-37000-47000-0-0000	\$94.83
PRODUCERS				00	PV	230335	09/30/2022	57973527	0	62126970	R	130-53100-0-00000-37000-47000-0-0000	\$954.75
PRODUCERS				00	PV	230336	09/30/2022	57977103	0	62126970	R	130-53100-0-00000-37000-47000-0-0000	\$1,072.20
												<b>Total Payment Amount:</b>	<b>\$3,420.21 *</b>
ON PAUL DISTRIBUTING				00	PV	230321	09/30/2022	240533	0	62126971	R	130-53100-0-00000-37000-47000-0-0000	\$234.00
ON PAUL DISTRIBUTING				00	PV	230322	09/30/2022	240563	0	62126971	R	130-53100-0-00000-37000-47000-0-0000	\$288.00
												<b>Total Payment Amount:</b>	<b>\$522.00 *</b>
TO SYSTEMS INC.				00	PV	230369	10/07/2022	31467	0	62129556	O	010-00008-0-00000-31400-58000-0-0000	Flu Vaccines for Unvaccinated Staff \$228.00
												<b>Total Payment Amount:</b>	<b>\$228.00 *</b>
SCHOOL FACILITY CONSULTANTS				00	PV	230346	09/30/2022	0018678	0	62126972	R	010-00000-0-00000-71100-58000-0-0000	Consult Services August 2022 \$191.25
												<b>Total Payment Amount:</b>	<b>\$191.25 *</b>
SCHOOL SERVICES OF CALIFORNIA				00	PV	230298	09/30/2022	W1123909-IT	0	62126973	R	010-00000-0-00000-73000-52000-0-0000	Workshop - Cortez \$250.00
												<b>Total Payment Amount:</b>	<b>\$250.00 *</b>
ILVAS OIL COMPANY, INC				00	PV	230304	09/30/2022	617073	0	62126974	R	010-07230-0-00000-36000-43000-0-0000	\$1,534.74
												<b>Total Payment Amount:</b>	<b>\$1,534.74 *</b>
ISC				00	PV	230367	10/07/2022	OCT INS	0	62129557	O	010-00000-0-00000-00000-95028-0-0000	October Insurance \$6,924.50
ISC				00	PV	230367	10/07/2022	OCT INS	0	62129557	O	010-00000-0-00000-00000-95024-0-0000	October Insurance \$57,309.25
												<b>Total Payment Amount:</b>	<b>\$64,233.75 *</b>
OILS ENGINEERING, INC				00	PV	230386	10/14/2022	34198	0	62131192	O	350-77120-0-00000-85000-62100-0-1000	Engineering/Testing Services Aug 31 to Sept 30 \$10,571.60
												<b>Total Payment Amount:</b>	<b>\$10,571.60 *</b>
SOUTHERN CALIFORNIA GAS CO				00	PV	230372	10/14/2022	132 716 104	0	62131193	O	010-00000-0-00000-81000-55000-0-0000	\$40.09
SOUTHERN CALIFORNIA GAS CO				00	PV	230373	10/14/2022	128 516 100	0	62131193	O	010-00000-0-00000-81000-55000-0-0000	\$217.45
												<b>Total Payment Amount:</b>	<b>\$257.54 *</b>
YSKO FOODSERVICES				00	PV	230325	09/30/2022	384304700	0	62126975	R	130-53200-0-00000-37000-47000-0-0000	\$913.34
YSKO FOODSERVICES				00	PV	230328	09/30/2022	384320090	0	62126975	R	130-53100-0-00000-37000-43000-0-0000	\$202.87
YSKO FOODSERVICES				00	PV	230328	09/30/2022	384320090	0	62126975	R	130-53100-0-00000-37000-47000-0-0000	\$1,667.51
YSKO FOODSERVICES				00	PV	230324	09/30/2022	384304699	0	62126975	R	130-53100-0-00000-37000-47000-0-0000	\$1,487.71
YSKO FOODSERVICES				00	PV	230326	09/30/2022	384312708	0	62126975	R	130-53100-0-00000-37000-47000-0-0000	\$2,443.05
YSKO FOODSERVICES				00	PV	230327	09/30/2022	384312709	0	62126975	R	130-53200-0-00000-37000-47000-0-0000	\$521.20
YSKO FOODSERVICES				00	PV	230329	09/30/2022	384320091	0	62126975	R	130-53200-0-00000-37000-47000-0-0000	\$461.46
YSKO FOODSERVICES				00	PV	230330	09/30/2022	384328437	0	62126975	R	130-53100-0-00000-37000-47000-0-0000	\$1,793.16
YSKO FOODSERVICES				00	PV	230331	09/30/2022	384328438	0	62126975	R	130-53200-0-00000-37000-47000-0-0000	\$1,027.24
												<b>Total Payment Amount:</b>	<b>\$10,517.54 *</b>
THE HOME DEPOT PRO				00	PV	230299	09/30/2022	705943587	0	62126976	R	010-00000-0-00000-81000-43000-0-0000	Micro Filter \$131.93
THE HOME DEPOT PRO				00	PV	230337	09/30/2022	708420724	0	62126976	R	010-00000-0-00000-81000-43000-0-0000	Facial tissue \$32.96
THE HOME DEPOT PRO				00	PV	230338	09/30/2022	708252556	0	62126976	R	010-00000-0-00000-81000-43000-0-0000	Towel/Bath Tissue/Bleach \$386.11
												<b>Total Payment Amount:</b>	<b>\$551.00 *</b>
FLS CHOICE LLC				06	PV	230361	10/07/2022	4	0	62129558	O	350-77120-0-00000-85000-62720-0-1000	Lease Lease Payment \$20,451.55
FLS CHOICE LLC				06	PV	230387	10/14/2022	2	0	62131194	O	350-77120-0-00000-85000-62740-0-1000	Payment #3 Application \$906,589.61
												<b>Total Payment Amount:</b>	<b>\$927,041.16 *</b>
TRIDENT BEVERAGE, INC				06	PV	230323	09/30/2022	JACA11032	0	62126977	R	130-53100-0-00000-37000-47000-0-0000	\$500.00
												<b>Total Payment Amount:</b>	<b>\$500.00 *</b>
TULARE COUNTY JAIL INDUSTRIES				00	PV	230306	09/30/2022	19311	0	62126978	O	010-00000-0-00000-72000-43000-0-0000	Engraved Plastic Nameplates \$32.33
TULARE COUNTY JAIL INDUSTRIES				00	PV	230307	09/30/2022	19320	0	62126979	O	010-00000-0-00000-72000-43000-0-0000	Digital Print Aluminum Signs \$269.38
												<b>Total Payment Amount:</b>	<b>\$301.71 *</b>
TULARE COUNTY OFFICE OF EDUCAT				00	PV	230345	09/30/2022	230443	0	62126980	O	010-31820-0-11100-10000-52000-5-0108	Readership Ignite Reading \$5,000.00
TULARE COUNTY OFFICE OF EDUCAT				00	PV	230349	10/07/2022	230462	0	62129559	O	010-07200-0-11100-10000-52000-5-0117	Workshop - Bese (Library 101) \$300.00
												<b>Total Payment Amount:</b>	<b>\$5,300.00 *</b>
U.S. BANCORP SERVICE CENTER				00	PV	230347	09/30/2022	CORTEZ	0	62126981	R	010-07200-0-11100-10000-43000-2-0121	Curriculum Ready to Use Activities Gr 3-4 \$39.72
U.S. BANCORP SERVICE CENTER				00	CM	230010	09/30/2022	CORTEZ	0	62126981	R	010-11000-0-11100-10000-43000-2-0000	Return - Aluminum Rings (\$41.64)
U.S. BANCORP SERVICE CENTER				00	PV	230344	09/30/2022	VACA	0	62126981	R	010-11000-0-11100-10000-43000-2-0000	CPR Licensing Renewal for school Nurse \$86.18
U.S. BANCORP SERVICE CENTER				00	PV	230344	09/30/2022	VACA	0	62126981	R	010-11000-0-11100-10000-43000-2-0000	M. Larralde: Avery Marks-A-Lot Permanent Markers, 12 Assorted Markers \$47.84



**MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT**  
**Board Meeting Agenda Item Summary**  
**November 1, 2022**

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

**AGENDA ITEM:** **9.1 PERSONNEL ORDER**

**ATTACHMENTS:** **LEAVE OF ABSENCE LETTERS**

**DISCUSSION:**

Superintendent recommends approval of the following personnel order:

- |                                 |   |
|---------------------------------|---|
| 9.1.1 Hartley, Elizabeth "Gail" | Elizabeth Hartley is requesting a medical leave beginning on October 18, 2022. Return date is contingent upon release from the surgeon; however, eight (8) weeks after surgery is necessary.            |
| 9.1.2 Serna, Fermin             | Fermin Serna is requesting a medical leave beginning on October 26, 2022. Return date is contingent upon release from primary care physician; however, six (6) weeks after surgery is necessary.        |
| 9.1.3 Gonzalez, Priscilla       | Priscilla Gonzalez is requesting a medical leave beginning on December 15, 2022. Return date is contingent upon release from primary care physician; however, six (6) weeks after surgery is necessary. |

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

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