

**AGENDA- (Special Board Meeting)**  
**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT**  
**BOARD OF TRUSTEES**  
District Office 1900 18th Avenue 5:00 p.m.  
Kingsburg, CA 93631  
August 1, 2017

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

2. SALUTE TO THE FLAG

3. ROLL CALL AND ESTABLISHMENT OF A QUORUM

Members Present \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

5. APPROVAL OF AGENDA

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

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

6. PUBLIC COMMENT

A special meeting of the Board of Trustees of the Kingsburg Joint Union High School District has been duly called at the hour of 5:00 p.m. in the district office at Kingsburg Joint Union High School District to consider the following items of business to be upon the agenda:

**Public Comment**

*The Public Comment portion of the agenda provides an opportunity for the public to address the Governing Board on items within the Board's jurisdiction and which are not already on the agenda. The Board of Education is prohibited by law from taking action on matters discussed that are not on the agenda and no adverse conclusions should be drawn if the Board does not respond to public comments made at this time. Concerns will be referred to the Superintendent's office for review and response. Speakers should limit their comments to three (3) minutes. Twenty (20) minutes per issue will be allowed. Any person who wishes to speak during this time should rise and be recognized by the President. Speakers should state their name and the subject of their remarks. These time limits may be extended by action of the Board as necessary.*

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

7. ACTION

7.1 KJUHSD Consultant Agreement- Mr. Randy Morris..... 1

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

- 8.1 Administrative Personnel: Assistant Principal..... 6
- 8.2 Staff Personnel: Kingsburg High School- Spanish Teacher ..... 19
- 8.3 Staff Personnel: Kingsburg High School – Math Teacher ..... 34
- 8.4 Administrative Personnel: Government Code Sec. 54957: Public Employee Appointment/Employment: Superintendent

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

9. ADJOURNMENT \_\_\_\_\_ (Time)

FOR BOARD ACTION:

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

**ISSUE:**

Presented to the Board is the Kingsburg Joint Union High School District Consultant Agreement between Mr. Randy Morris and the Kingsburg Joint Union High School District.

**ACTION:**

Approve or deny the Kingsburg Joint Union High School District Consultant Agreement between Mr. Randy Morris and the Kingsburg Joint Union High School District.

**RECOMMENDATION:**

Recommend approval.

**FOR BOARD ACTION:**

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

08-01-17

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
CONSULTANT AGREEMENT  
RANDY MORRIS**

This Consultant Agreement (“Agreement”) is made and entered into effective July \_\_\_\_, 2017, by and between the Kingsburg Joint Union High School District (“District”) and Randy Morris (“Consultant”), collectively referred to as “the Parties.”

**RECITALS**

- A. Consultant’s final date of employment with the District as its District Superintendent is July 21, 2017;
- B. The District is authorized by Section 53060 of the California Government Code to contract with an independent contractor specially trained to perform special services;
- C. Consultant is a specially trained and experienced administrator who possesses the necessary qualifications and skills required by the District to conduct a search for a new superintendent and to assist the District during this transitional period;
- D. The District desires to hire Consultant in order to obtain special services and advice regarding the search for a new superintendent, and to assist with other District matters;
- E. Neither the District nor Consultant desires an employer-employee relationship between them;
- F. Consultant and the District understand that Consultant will be employed full time by the Washington Unified School District in Fresno, California, while he executes the duties set forth in this Agreement.

**AGREEMENT**

Therefore, the Parties agree as follows:

- 1. **Consultant Services.** In consultation and cooperation with the District, Consultant shall provide professional services and advice which include, but are not limited to:
  - a. Communicate with the District’s Governing Board (“Board”) as needed to assist and advise the Board throughout its new superintendent search, as well as with other District matters, upon the request of the Board.
  - b. Advertise the position in relevant education websites and electronically advertise the position to a wide network of administrators and education associations.

- c. Recruit qualified candidates for the position of superintendent consistent with the terms of this Agreement and Board direction.
- d. Promptly answer inquiries from interested persons concerning the position of superintendent.
- e. Thoroughly review all applications received, conduct appropriate background checks, and make recommendations to the Board regarding candidates to be interviewed.
- f. Recommend applicants for interview and assist the District to explain the basis for rejecting applicants not selected for interviews.
- g. Conduct comprehensive background checks of finalist applicants selected for a Board interview.
- h. Assist the Board in conducting candidate interviews.
- i. Promptly notify all unsuccessful candidates and thank them in writing for applying for the position of superintendent.
- j. Facilitate the Board's visit to the community of the top candidate(s) for the position unless the Board determines that the visitation is not necessary.
- k. Work with the District's legal counsel to assist the Board and counsel in drafting the selected superintendent's employment agreement.
- l. Communicate with the Board primarily through telephone and email communications. In-person communication will be based on Consultant's availability and shall not occur during a regular work day so as not to disrupt Consultant's work with his new employer.
- m. Perform requested services in accordance with timelines established by the Board.

2. **Term.** This Agreement shall begin on Monday, July 24, 2017, and shall automatically terminate upon the first of any of the following occurrences:

- a. District's employment of a new superintendent; or
- b. Written notice of termination by either Consultant or District; or
- c. A date mutually agreed upon by both Parties.

3. **Work Schedule.** The District and Consultant agree that Consultant will execute the services set forth in this Agreement outside of his regular work day (8:00 a.m. to 5:00 p.m.).

4. **Payment.** The District agrees to pay Consultant the rate of \$90.00 per hour for all work satisfactorily performed under this Agreement. The District shall also reimburse Consultant for necessary expenses incurred in the performance of his duties under this Agreement. Expense reimbursement rates shall be in conformance with District policies.

The District agrees to pay Consultant on a monthly basis. Consultant shall submit an invoice to the District each month, detailing dates, number of hours worked, and the type of work performed. The District agrees to pay Consultant within thirty (30) calendar days of receipt of a detailed invoice from Consultant.

5. **Early Termination.** Either District or Consultant may unilaterally terminate this Agreement at any time for any reason by providing written notice of termination to the other party.

6. **Payment in the Event of Early Termination.** In the event of early termination by the District or Consultant, District shall pay Consultant for work completed up to termination. Consultant shall submit a written accounting of time spent on completed work.

7. **Confidentiality.** District and Consultant shall comply with all applicable State and Federal laws, including all State and Federal confidentiality requirements. Consultant agrees that it will safeguard all personal information regarding potential candidates for the new superintendent position, and will ensure that such information will not be disclosed, except to the District, for the purpose of assisting in the selection process. Consultant further agrees to maintain all sensitive information regarding District matters confidentially.

8. **Product of Work Under Agreement.** The product of all work under this Agreement including, but not limited to, any reports, resumes, candidate questions, interview summaries, and other documentation shall be the property of the District and, to the fullest extent of the law, shall be treated as confidential records exempt from disclosure under California and Federal Public Records Act and similar privacy laws. As a condition of receipt of final payment, Consultant shall deliver to the District a copy of all work product resulting from Consultant's work under this Agreement.

9. **Compliance with Laws.** District and Consultant shall comply with all applicable State and Federal laws. This Agreement is subject to all applicable policies of District's Governing Board.

10. **Independent Contractor Status.** Consultant shall perform this Agreement in an independent capacity and not as an officer or employee of the District. Both Parties acknowledge that Consultant is not an employee for state or federal tax purposes.

11. **Taxes.** Payments to Consultant pursuant to this Agreement will be reported to state and federal taxing authorities as required. District will not withhold any money from compensation payable to Consultant, including FICA (social security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.

12. **Assignment.** Consultant shall not assign or transfer any or all of his rights, burdens, duties or obligations under this Agreement without the prior written consent of District.

13. **Amendments.** The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner except by written agreement signed by both Parties.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of California and venue shall be in the appropriate court in Fresno County, California.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all past agreements, written or oral, between District and Consultant. This Agreement may only be amended in writing signed by both Parties.

The Parties, having carefully read and considered the above provisions, indicate their agreement:

**KINGSBURG JOINT UNION  
HIGH SCHOOL DISTRICT**

**CONSULTANT**

By: \_\_\_\_\_  
Mike Serpa, Board President

By: \_\_\_\_\_  
Randy Morris

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

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

**ISSUE:** Presented for employment is Ivan Nunez as a Kingsburg High School Assistant Principal for the Kingsburg Joint Union High School District for the 2017-18 school year.

**ACTION:** Approve or deny the employment of Ivan Nunez as a Kingsburg High School Assistant Principal for the Kingsburg Joint Union High School District of the 2017-18 school year.

**RECOMMENDATION:** Recommend approval.

**FOR BOARD ACTION:**

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

08-01-17



**ISSUE:**

Presented for employment is Jorge Contreras as a Spanish Teacher the 2017-18 school year for the Kingsburg Joint Union High School District.

**ACTION:**

Approve or deny the employment of Jorge Contreras as a Kingsburg High School Spanish Teacher for the 2017-18 school year.

**RECOMMENDATION:**

Recommend approval.

**FOR BOARD ACTION:**

Motion _____	Second _____	Vote _____
Nagle: _____	Thomsen: _____	Jackson: _____ Lunde: _____ Serpa: _____

08-01-17

**ISSUE:**

Presented for employment is Josh Woods as a Math Teacher for Kingsburg High School for the 2017-18 school year for the Kingsburg Joint Union High School District

**ACTION:**

Approve or deny the employment of Josh Woods as a Kingsburg High School Math Teacher for the 2017-18 school year.

**RECOMMENDATION:**

Recommend approval.

**FOR BOARD ACTION:**

Motion \_\_\_\_\_

Second \_\_\_\_\_

Vote \_\_\_\_\_

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

08-01-17