

# **Tulare Joint Union High School District**



# **Board Packet**

**Special Board Meeting  
04/01/2020**

Meeting of  
April 1, 2020  
FOR: ACTION

**TULARE JOINT UNION HIGH SCHOOL DISTRICT**

**TO: MEMBERS OF THE BOARD OF TRUSTEES**

**APPROVE:** Resolution 2020-14 in the Matter of the Reduction of Classified School Services for the 2020-2021 School Year

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**Background:** The District employs the services of:

Four (4) three and a half (3.5) hours per day Instructional Aides - Homework Lab - 185 days per year.

**Current Considerations:** The district will lay off these positons due to funding effective June 4, 2020.

**Fiscal Implications:** There is fiscal impact to the general fund will result in a savings of \$80,000.

**Tulare Joint Union High School District Board Priorities:**

**Priority #1: Improve Student Opportunities and Performance**

**Priority #3: Maintain the Fiscal Integrity of the District and Fund the Board’s Priorities**

**Priority #4: Staff the District with Qualified Personnel and Maintain a Positive Work Environment**

Therefore it is:

Recommended:

That the Board approve  
Resolution 2020-14 in the Matter  
of the Reduction of Classified  
School Services for the 2020-  
2021 School Year.

SUBMITTED BY:  
Mr. Tony Rodriguez  
Superintendent

PREPARED BY: Barbara Orisio, Assistant Superintendent for Human Resources & Business

BEFORE THE GOVERNING BOARD  
OF TULARE JOINT UNION HIGH SCHOOL DISTRICT  
TULARE COUNTY, CALIFORNIA

In the Matter of the ) RESOLUTION # 2020-14  
Reduction of Classified School Services )  
for the 2020-2021 School Year )  
\_\_\_\_\_ )

WHEREAS, Education Code sections 45101, 45114, 45117, 45298 and 45308 authorize the district to layoff classified employees for lack of work and/or lack of funds upon sixty (60) days prior notice; and

WHEREAS due to a lack of work and/or a lack of funds, certain services now being provided by the District must be reduced and/or discontinued for the 2020-2021 school year;

NOW, THEREFORE, BE IT RESOLVED this Board finds that there is an existing lack of funds and/or lack of work in the District for the following positions in the classified service, which positions shall be eliminated as of the 4th day of June 2020.

<u>Position</u>	<u>Number of Positions</u>
3.5 Hour Instructional Aides (HW Lab)	Four (4)

BE IT FURTHER RESOLVED that the District Superintendent or designee be authorized and directed to give notice of termination of employment to the affected employee(s) of this District pursuant to District rules and regulations and applicable provisions of the Education Code not later than sixty (60) days prior to the effective date of such reduction or discontinuance as set forth above.

BE IT FURTHER RESOLVED that the District Superintendent or designee be authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

The **Foregoing Resolution** was passed and adopted upon a motion of **Trustee** \_\_\_\_\_, seconded by **Trustee** \_\_\_\_\_, at a regular meeting of the Board of Trustees held on **April 1, 2020**, by the following vote:

AYES:  
NOES:  
ABSENT:

**WITNESS** my hand and seal of the Board of Trustees this 1<sup>st</sup> day of April, 2020.

\_\_\_\_\_  
Antonio Rodriguez, Secretary  
Board of Education

Meeting of  
 April 1, 2020  
 FOR: ACTION

## TULARE JOINT UNION HIGH SCHOOL DISTRICT

**TO: MEMBERS OF THE BOARD OF TRUSTEES**

**APPROVE:** Resolution 2020-16 In the Matter of Designation of Applicant's Agent for Non-State Agencies, and Signature Authority for California State Agencies

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**Background:** In accordance with section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, eligible emergency protective measures taken to respond to the emergency at the direction or guidance of public health officials may be reimbursed under Category B of Federal Emergency Management Agency's (FEMA) Public Assistance Program. On March 22, 2020 Governor Newsom announced that President Donald Trump approved California's request for a presidential Major Disaster Declaration to bolster California's COVID-19 emergency response efforts. This declaration makes federal funding available to state, tribal and local governments for emergency protective measures, including direct federal assistance.

**Current Considerations:** The District is requesting financial assistance for the costs associated with disinfection of eligible public facilities, personal protective equipment and supplies, and security. Working through the California Office of Emergency Services (Cal OES), the District is preparing to submit the request for public assistance to FEMA. The application process requires a resolution to designate the applicant's agent as well as a completed signature authority form. Both of these documents are attached for your review. The deadline for submitting a claim is April 8, 2020, so this is being taken straight to action.

**Fiscal Implications:** The District is in the process of assembling invoice copies but estimates the claim will be \$40,000.

**Tulare Joint Union High School District Board Priorities:**

- *Maintain Safe Schools*
- *Manage Facilities and Student Growth*
- *Maintain the Fiscal Integrity of the District and Fund the Board Priorities*
- *Staff TJUHSD with Qualified Personnel and Maintain a Positive Work Environment*
- *Continue to Strengthen Internal and External Communications*

Therefore it is:

Recommended:

That the Board approve the Resolution 2020-16 In the Matter of Designation of Applicant's Agent for Non-State Agencies, and Signature Authority for California State Agencies

SUBMITTED BY:  
 Tony Rodriguez  
 Superintendent

PREPARED BY: Mrs. Vivian Hamilton, Business Manager

RESOLUTION No. 2020-16  
**DESIGNATION OF APPLICANT'S AGENT RESOLUTION  
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Trustees OF THE Tulare Joint Union High School District  
(Governing Body) (Name of Applicant)

THAT Superintendent, OR  
(Title of Authorized Agent)

Business Manager, OR  
(Title of Authorized Agent)

\_\_\_\_\_  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Tulare Joint Union High School District, a public entity  
(Name of Applicant)  
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Tulare Joint Union High School District, a public entity established under the laws of the State of California,  
(Name of Applicant)  
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) \_\_\_\_\_

Passed and approved this 1st day of April, 2020

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, Tony Rodriguez, duly appointed and Secretary, Board of Trustees of  
(Name) (Title)

Tulare Joint Union High School District, do hereby certify that the above is a true and correct copy of a  
(Name of Applicant)

Resolution passed and approved by the Board of Trustees of the Tulare Joint Union High School District  
(Governing Body) (Name of Applicant)

on the 1st day of April, 20  .

\_\_\_\_\_  
(Signature)

Secretary, Board of Trustees  
(Title)

***Signature Authority***  
*for*  
***California State Agencies***

*AS THE* **Chairman, Board of Trustees**  
\_\_\_\_\_  
(Director/President/Chancellor, Secretary-Head of State Agency)

*OF THE* **Tulare Joint Union High School District**  
\_\_\_\_\_  
(Name of State Agency/State University Campus/University of California Campus)

I hereby authorize the following individuals to execute for and on behalf of the named Agency or Campus, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the California Governor's Office of Emergency Services.

This Signature Authority is universal and is effective for all open and future disasters up to three (3) years following the date of approval below.

This Signature Authority is disaster specific and is effective only for disaster number(s)

\_\_\_\_\_.

**Superintendent** \_\_\_\_\_, *OR*  
(Title of Authorized Agent)

**Business Manager** \_\_\_\_\_, *OR*  
(Title of Authorized Agent)

\_\_\_\_\_,  
(Title of Authorized Agent)

Signed and approved this **1st** day of **April**, 20**20**

**Cathy Mederos**  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

**Chairman, Board of Trustees**  
\_\_\_\_\_  
(Official Position)

Meeting of  
April 1, 2020  
FOR: ACTION

## TULARE JOINT UNION HIGH SCHOOL DISTRICT

**TO:** MEMBERS OF THE BOARD OF TRUSTEES

**APPROVE:** Agreement with David Flores Art LLC for Tulare Union High School Mural

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**Background:** Section 53060 of the California Government Code authorizes public school districts to contract for special services and advice in financial, economic and administrative matters with specially trained, experienced and competent persons.

**Current Consideration:** On February 20, 2020, the Board approved for a mural of the Native American imagery to be painted on Tulare Union High School's new Science and Administration building. The Native American imagery will be painted on the southeast corner of the new building. The Administration is requesting approval to enter into an agreement with David Flores Art LLC for services. The work is scheduled to be completed during spring break. A copy of the agreement is attached for your review.

**Fiscal Implications:** The artist has waived all design fees, labor fees and fees associated with rights and usage. Compensation to the artist is for painting and materials in the amount of \$1,450 and will be paid from site funds.

**Tulare Joint Union High School District Priorities:**

- *Improve Student Outcomes and Performance*
- *Manage Facilities and Student Growth*
- *Staff the District with Qualified Personnel and Maintain a Positive Work Environment*
- *Maintain Safe Schools*
- *Maintain the Fiscal Integrity of the District and Fund the Board Priorities*

Therefore it is:

Recommended:

That the Board approve the Agreement with David Flores Art LLC for Tulare Union High School Mural.

SUBMITTED BY:  
Tony Rodriguez  
Superintendent

PREPARED BY: Daniel Pierotte, Director of Facilities

**CONTRACT FOR ARTISTS' SERVICES**

Agreement made on March 18th, 2020 between “Tulare Joint Union High School District” hereinafter referred to as “the Client” and Artist David Flores Art LLC Los Angeles, CA hereinafter referred to as “the Artist”.

1. **AGREEMENT OF COMMISSION:** The Client hereby commissions the Artist to render the following services:
  - Complete digital renderings of original artwork
  - Execute painting of one exterior mural of agreed upon imagery.
  - Estimated time of completion: One evening to project mural, two days required for painting.
  
2. **COMPENSATION:** The Client hereby engages the Artist for the above services. The Artist has waived all design fees, labor fees and fee associated with rights and usage. The Clients agrees to compensate the Artist for paint and materials provided by The Artist. A total amount of \$1,450.00 USD (One Thousand Four Hundred and Fifty United States Dollars) to be paid in one installment of the following schedule.
  1. **Payment:** The Client to pay The Artist \$1,450.00 USD (One Thousand Four Hundred and Fifty United States Dollars) upon execution of Artists’ Service Contract and receipt of Artist invoice.
  
3. **MATERIALS:** Artist shall be responsible for providing all supplies and materials necessary to complete mural, this included any hiring/ payment of assistant(s).
  
4. **EQUIPMENT:** The Client is responsible for providing The Artist with an Articulating Boom Lift of adequate height.
  
5. **RIGHTS:**
  1. The Client shall have the rights to use mural for promotional purposes only, The client does not hold any right to the original artwork/ artist likeness, The client does not have the right to authorize any third party usage and must refer any inquire directly to The Artist. The high school has full rights to use the mural for promotional purposes brochures, website, social media. Description: The high school does not have the right to take the artwork or a photo of the mural and sell for profit without prior approval from artist, example art prints, hats, t-shirts etc. This also includes if they are approached by any television or media to include mural in any tv / movie production. They would need to have third party contact artist for final approval.
  2. The Artist shall hold all rights to original artwork and mural copywrite. This includes Artists’ authorized usage by third party for promotional, print, web, television, etc.
  
5. **ARTIST RESPONSIBILITIES:**
  1. The Artist is responsible for organizing all mural production and purchase of materials, including communication with The Client on equipment rental.
  2. The Artist shall complete mural painting in a timely professional manor.
  3. The Artist agrees to paint agreed upon image in agreed upon color palette.

Tulare Union

David Flores Art LLC

X\_\_\_\_\_

X\_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_