

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
(Formerly King City Joint Union High School District)  
BOARD OF EDUCATION  
REGULAR BOARD MEETING

Tuesday, April 17, 2012

South Monterey County Joint Union High School District Office  
800 Broadway  
King City, CA 93930

BOARD OF EDUCATION

Mike Foster – President  
Debra McAlahney-Dodson - Clerk  
Paulette Bumbalough - Member  
Raul Rodriguez – Member  
Bob White – Member

STUDENT BOARD MEMBERS

Hillary Hughes, King City HS  
Arturo Siguenza, Greenfield HS

STATE ADMINISTRATOR

John C. Bernard, Ed.D.

OPEN SESSION: 5:25 PM

A. CALL TO ORDER

B. PUBLIC COMMENT

*The public may address the Board concerning items that are scheduled for discussion during closed session by completing the Request to be Heard Form provided on the table at the entrance to the meeting room and submitting the card to the Executive Assistant prior to the Board adjourning to closed session.*

*El publico puede dirigirse a la Mesa Directiva de Educación con respecto a asuntos que están enlistados para dialogar durante la sesión a puertas cerrada completando así la forma que se le da a la comunidad para poder hablar durante la sesión, esta forma se encuentra en la entrada de la junta donde se lleva acabo la sesión y entregando esta tarjeta a la Secretaría de el Superintendente antes de que la Mesa Directiva de Educación de por terminada la junta.*

CLOSED SESSION: 5:30 PM

- A. Public Employment
- B. Employee Discipline/Dismissal Release
- C. Negotiations with Employee Organizations
- D. Threatened/Potential Litigation
- E. Student Matters – Transfer/Discipline
  - Recommendation to Expel Student #19:11/12

OPEN SESSION: 6:30 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. REPORT OF CLOSED SESSION ACTIONS

D. APPROVAL OF AGENDA

- E. PUBLIC COMMENT: *The public may address the Board regarding general school district topics or a specific agenda item. The person wishing to speak is asked to complete a Request to be Heard Form prior to the meeting, indicating whether they wish to address a non-agenda item or a specific item and present it to the Executive Assistant. This is an opportunity to address the Board when that item is acted upon. Unless otherwise determined by the Board/State Administrator, each person is limited to 3 (three) minutes. If a large number wish to speak on a specific item, there is a limit of 20 minutes total input on an item. For matters that are not listed on the agenda, the Board may refer the matter to the Superintendent or designee, or take it under advisement, but*

*shall not take action at that time except as allowed by law.*

*El público puede dirigirse a la Mesa Directiva de Educación con respecto a asuntos generales o a asuntos especificados en la agenda. La persona que quiera hablar debe de pedir la forma que se le da a la comunidad pidiendo permiso antes de la junta, indicando si se desea hacer algún comentario sobre un tema de la agenda o algún otro asunto y presentarlo a la Secretaría de el Superintendente. Esta es una oportunidad de dirigirse a la Mesa Directiva de Educación cuando un asunto se esté llevando acabo. A menos que se determine de otra manera por el Administrador de el Estado, cada persona tiene un máximo de 3 minutos para hablar. Se hay muchas personas que quieran hablar sobre un asunto especifico entonces habrá un limite de 20 minutos en total para cada asunto. Para asuntos que no estén enlistados en la agenda, La Mesa Directiva podrá referir ese asunto al Superintendente o su designado o poner ese asunto en sobre aviso, pero no se tomara ninguna acción en ese momento excepto cuando la ley lo permita.*

F. REPORT FROM STATE ADMINISTRATOR

G. STUDENT BOARD MEMBER REPORT

H. BOARD MEMBER COMMENTS

I. EMPLOYEE ORGANIZATIONS

J. PRESENTATION

1. Presentation from Allison Steinmann

K. CONSENT AGENDA

1. Approval of Minutes: March 21, 2012 and April 4, 2012 (Pages 1-12)
2. Approval of Personnel Report Dated April 17, 2012 (**Daniel Moirao, Ed.D., Assistant Superintendent Human Resources and Educational Services**)
3. Approval of Resolution #16: 11/12 Proclaiming and Honoring California Day of the Teacher May 9, 2012 (**John Bernard, Ed.D., State Administrator**) (Pages 13-14)
4. Approval of Resolution #17: 11/12 Proclaiming and Honoring Classified School Employee Week, May 20-26, 2012 (**John Bernard, Ed.D., State Administrator**) (Pages 15-16)
5. Approval of Principal Secretary Job Description (**John Bernard, Ed.D., State Administrator**) (Pages 17-19)
6. Approval of Agreement Between the SMCJUHS and Mary Mendenhall, CBO (**John Bernard, Ed.D., State Administrator**) (Pages 20-22)
7. Approval of Master Special Education Services Agreement Between the Monterey Peninsula Unified School District and SMCJUSD (**Linda Grundhoffer, CBO**) (Pages 23-28)
8. Approval of Service Agreement Between Horizon Intertainment, LLC and the SMCJUHS (**Linda Grundhoffer, CBO**) (Pages 29-31)
9. Approval of Medi-Cal Administrative Claiming Agreement with the SMCJUHS (**Linda Grundhoffer, CBO**) (Pages 32-38)
10. Approval of Contract for Services with the State Controller's Office and the SMCJUHS (**Linda Grundhoffer, CBO**) (Pages 39-41)
11. Approval of Agreement Between the Facility Inspection Services and the SMCJUHS (**Linda Grundhoffer, CBO**) (Pages 42-46)

L. CONSENT ITEMS REMOVED FOR COMMENT/QUESTIONS

M. PUBLIC HEARING

1. Increase School Facilities Fees (Developer Fee)
2. 2012-13 Use of Categorical Flexibility Funds

N. INFORMATION ITEMS

1. Review of Williams Settlement 2011-12 Third Quarterly Report (**John Sims, Director of MOTF**) (Pages 47-52)

2. Cash Flow Report from July 1, 2011 through March 31, 2012 (*Linda Grundhoffer, CBO*)
3. Revenue and Expenditure Report from July 1, 2011 through March 31, 2012 (*Linda Grundhoffer, CBO*) (Pages 53-55)
4. Public Notice of Initial District Proposal to the KCJUHSDTA Contract (*John Bernard, Ed.D., State Administrator*) (Pages 56-77)
5. Public Notice of Initial District Proposal to the CSEA Local Chapter 529 Contract (*John Bernard, Ed.D., State Administrator*) (Pages 78-81)
6. Discuss Graduation Ceremonies for Class of 2012 (*John Bernard, Ed.D., State Administrator*) (Pages 82-84)
7. Board Policies (First Reading) (*John Bernard, Ed.D., State Administrator*) (Pages 85-116)
  - AR 3350 – Travel Expenses/Reimbursements
  - BP/AR/E 4222 – Teacher Aides/Paraprofessionals
  - AR/E 5127 – Graduation Ceremonies and Activities
  - BP/AR 5141.21 – Administering Medication and Monitoring Health Conditions
  - BP 6153 – School Sponsored Trips
  - BP/AR 6162.51 – Standardized Testing and Reporting Program

O. ACTION ITEMS

1. Approval of Negotiations Proposal “Sunshine” for Successor Agreement of SMCJUHSD/KCJUHSDTA Contracts (*John Bernard, Ed.D., State Administrator*) (Pages 117-120)
2. Approval of Negotiations Proposal “Sunshine” for Successor Agreement of SMCJUHSD/CSEA Local 529 Contract (*John Bernard, Ed.D., State Administrator*) (Pages 121-123)
3. Approval of Resolution No. 18:11/12 Increased School Facilities Fees (Developer Fees) (*Linda Grundhoffer, CBO*) (Pages 124-128)
4. Approval of Resolution No. 19:11/12 2012-13 Use of Categorical Flexibility Funds (*Linda Grundhoffer, CBO*) (Pages 129-131)
5. Approval of Resolution 20:11/12 Classified Employee Layoffs (*Daniel Moirao, Ed.D., Assistant Superintendent Human Resources and Educational Services*) (Pages 132-133)
6. Board Policy (Second Reading) (*John Bernard, Ed., State Administrator*) (Pages 134-159)
  - E 1330 – Use of School Facilities
  - AR 5111.1 – District Residency
  - BP/AR 5141.22 – Infectious Diseases
  - BP/AR 5141.23 – Asthma Management
  - BP/AR /5145.12 – Search and Seizure
  - AR 7111 – Evaluating Existing Buildings

P. SCHOOL REPORTS/UPDATES (Pages 160-170)

1. King City High School, Bruce Corbett, Principal
2. Greenfield High School, Jim Goddard, Principal
3. Portola-Butler Continuation High School and South Monterey County Charter Independent Study Program, Carolyn McCombs, Principal

Q. FUTURE AGENDA ITEMS/MEETING DATES

- May 9, 2012 – Regular Board Meeting at Greenfield High School
- May 23, 2012 – Board Study Session at the District Office
- June 13, 2012 – Regular Board Meeting at the District Office
- June 27, 2012 – Special Board Meeting

R. SIGNING OF PAPERS

S. ADJOURNMENT (TO CLOSED SESSION) (if required)

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
(Formerly King City Joint Union High School District)  
BOARD OF EDUCATION  
REGULAR BOARD MEETING

Wednesday, March 21, 2012

Minutes

BOARD OF EDUCATION

Mike Foster – President - Present  
Debra McAlahney-Dodson – Clerk - Present  
Paulette Bumbalough – Member – Excused Absence  
Raul Rodriguez – Member - Present  
Bob White – Member - Present

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Arturo Siguenza, Greenfield HS

STATE ADMINISTRATOR

John C. Bernard, Ed.D.

OPEN SESSION:

Call to Order

Mike Foster called the meeting to order at 5:25 P.M.

Public Comment

There were not any comments from the public. The meeting was recessed to closed session.

CLOSED SESSION:

- A. Public Employment
- B. Employee Discipline/Dismissal Release
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  - Recommendation to Expel Student #16:11/12
  - Recommendation to Expel Student #17:11/12
  - Recommendation to Expel Student #18:11/12

OPEN SESSION:

Call to Order:

Mike Foster called the meeting to order at 6:31 P.M.

Flag Salute

Mike Foster led in the flag salute.

Report of Closed Session Actions

Mike Foster report the vote was to approve the recommendation from the expulsion panel to not expel Student #16:11/12 and to suspend the expulsion for Student #17:11/12. The hearing was rescheduled for Student #18:11/12, no action was taken.

The MOU between the employees organizations were approved for the one time retirement incentive. There was discussion regarding negotiations, but no action was taken.

Approval of Agenda

Item #3 on the consent agenda was pulled for additional information.

The agenda was approved.

Public Comment

Rosie from Assembly Member Alejo's office read a written statement from him inviting all Board members and the public to attend a meeting at the Salinas Valley Fairgrounds on Friday, March 23 at

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Public Comment

Rosie from Assembly Member Alejo's office read a written statement from him inviting all board members and the public to attend a meeting at the Salinas Valley Fairgrounds on Friday, March 23 at

3:00 P.M. to discuss the state takeover, how to prevent it, and how it has affected the district. There will be an opportunity at the end of the meeting for questions.

Report from State Administrator

Dr. Bernard said we are dealing with the state budget, he then distributed to the Board, a funding per ADA – actual vs. statutory chart. In the 2007-08 school year the district received \$6,687 per ADA, for the 2012-13 school year we will receive \$6,063. If the initiatives are not approved on the November ballot we will be receiving only \$5,693. We have lost money from the base line and COLA in the last 6 years. If we would receive \$3M, which is the amount we are actually entitled to from our revenue limit, the district would be in a lot better position.

When the state came in and the 2010 contracts were negotiated, we could live within our means. The economy continues to go down; contracts will be negotiated again to bring them more into alignment with the economy.

AB 1858 introduced by Assembly Member Alejo and SB 1240 introduced by Senator Cannella are moving through the legislator. If passed, the interest rate the district is paying would be decreased.

The district needs to reduce expenses by \$1.5M to \$1.6 M in the next school year. In April the district will be sunshining both contracts for changes to being 2013.

Dr. Bernard distributed a list highlighting achievements which has happened in the district since the state takeover. Dr. Bernard said most the FCMAT scores, which will be coming forward from their last review, will show an increase. He acknowledged the Board for their hard work and increased score, facilities was also acknowledged for their efforts.

Dr. Bernard noted student achievement and API scores have increased. He encouraged the Board to share this information with the community.

The Parent Satisfaction Survey has been translated in Spanish and will be going out to parents next week.

Dr. Bernard acknowledged Pat Hardin for receiving the Lighthouse for Literacy Award and also thanked Jim Goddard for nominating her.

Dr. Bernard distributed the announcement of the annual Board organization meeting which will be held on April 26. He requested any Board members who are interested in attending to please inform Shirley Laws.

Dr. Bernard asked the Board if they received School News at their home address. The Board all responded yes.

Dr. Bernard said the 1998 School Bond has been refinanced. Linda Grundhoffer said if the Board recalled, about a year and half ago the Board approved to pursuing a refinancing the Bond. The company was waiting for the right time. On Tuesday, March 20 the refinancing took place and we achieved a good rate. The district will not benefit from this, only the community. The savings will be reflected in the communities in the 2013 property taxes, an \$800,000 savings over the next 6 years. There is no way of knowing what the individual tax saving may be.

Student Board Member Report

The student was not in attendance to give a report.

Board Member Comments

Bob White said he visited both Greenfield and King City High Schools; he appreciated the time Bruce Corbett and Jim Goddard spent in showing him around.

Raul Rodriguez said he has noted, in the several visits he has made to classrooms, that students are not taking notes. There were some students taking notes but they did not have an order to the process, he was not certain students know how to take notes. The AVID program has shown students a very effective way to take notes. He asked why students were not taught the Cornell Notes.

Raul Rodriguez presented a picture of the Board Members to be displayed at the District Office. He suggested a copy also be placed at each school. He said the Board has been working on communication with the public and this is his gift to the district. Dr. Bernard thanked Mr. Rodriguez for his generous donation.

Raul Rodriguez said he had been on the last committee panel which Assembly Member Alejo conducted in Sacramento on August 16, 2011. Individuals who served on the panel were asked how improvements can be made in a district when there is a state takeover. He said at that time his suggestion was to train the Board; Mr. Rodriguez commented the public did not have an opportunity to speak at the August 16 meeting.

Mike Foster said at the end of the March 23 meeting there will be an opportunity for comments and questions.

Mr. Rodriguez said he is confused as to what they want to hear. At the meeting last year other speakers were given an opportunity for comments. He hopes this is a more constructive meeting.

Debra McAlahney-Dodson inquired if the chart Dr. Bernard shared at the beginning of the meeting has been shared outside of the district. Dr. Bernard said it was part of his presentation at each of the feeder districts.

Debra McAlahney-Dodson acknowledged Dr. Bernard and the site administrators for reaching out to the feeder districts. She felt this was a huge step for the district and felt it would have a positive impact reaching out to the community. The feeder districts should feel like they are being welcomed by the high schools.

Mike Foster said he attended the Lighthouse for Literacy Dinner and saw Pat Hardin being recognized. There were a lot of individuals being honored. It was good to see the focus is on the students, it was a great experience.

After the meeting on Friday in which Assembly Member Alejo will be in attendance, there will be a meeting afterward sponsored by CTA.

Debra McAlahney-Dodson reported she and Paulette Bumbalough attended the Board Governance training on Collective Bargaining in Visalia on March 10. There were a lot of individuals from other districts in the San Joaquin Valley and they all seem to be struggling in many of the same areas as us.

Ms. McAlahney-Dodson commented the district had made a lot of achievements in such stressful times. She felt this was very significant under the current circumstances.

#### EMPLOYEE ORGANIZATIONS

Pat Hardin said she wanted to inform the Board who the current CSEA officers are: President, Teresa Gama; Vice-President, Pat Hardin; Secretary, Cristina Lunt; Treasurer, Lydia Rodriguez; Steward, Lucia Ruiz-Castillo; and Communications, Isabel Aguirre. Maria Villagomez is the site representative at Greenfield High School, Liz Hernandez and Donna Lisk-Jefferson at King City High School and Liz Leet at the District Office.

Maria Argueta was a past president. Ms. Hardin said they are looking forward to good communications between the district and CSEA with the upcoming negotiations.

## CONSENT AGENDA

1. Approval of Minutes: February 8, 2012, February 22, 2012, February 27, 2012, and March 12, 2012
2. Approval of Personnel Report Dated March 21, 2012
3. Approval of Maintenance and Transportation Yard Joint Use Agreement Between KCUSD and SMCJUHS
4. Approval of Williams Quarterly Report
5. Approval of Service Agreement with NTD for KCHS Gym Modernization
6. Approval for KCHS Students from the Math Department to Attend Mathematics Competition at CSU Fresno on Saturday April 21, 2012

Dr. Bernard approved all of the consent items excluding #3, which was removed for comments.

### Consent Items Removed for Comments/Questions

Dr. Bernard distributed additional information for item #3. There had been an MOU between the KCUSD and SMCJUHS for the use of the double wide trailer the students are using for the Transition Program. The elementary district owns the building and the agreement was to pay them \$1.00 per year for the use of the building. The corporate yard is utilized by both the elementary and high school districts. The agreement is for the elementary district to pay \$1.00 per year for the use of the corporate yard. The elementary district will continue to pay a portion of the costs for utilities, insurance, etc.

Dr. Bernard approved consent item #3.

## INFORMATION ITEMS

### Cash Flow Report from July 1, 2011 through February 29, 2012

Linda Grundhoffer said there will be approximately \$500,000 left at the end of June. Changes are not anticipated.

### Revenue and Expenditure Report from July 1, 2011 through February 29, 2012

Linda Grundhoffer said the general fund balance will be around \$700,000 at the end of the year. This is pretty much what we thought we would be tracking earlier in the year. The 3% reserve will be met next year.

### Review of We Tip Call Hotline

Chris Phillips said this is a new resource for the district at no cost because it is through our insurance carrier. Currently students may be afraid to come forward. With this system it is totally anonymous. There are live operators available 24 hours a day all year long. There is a reward of up to \$1,000 to individuals who report a tip and it is founded. The WeTip pays for the reward.

Types of crimes being rewarded are crimes of violence, property, bullying, etc.

The website is WeTip.com, there is now a link on the district website. Information is being given to parents.

Mike Foster inquired where the calls would be directed. Mr. Phillips responded the Chief of Police, SRO, and the site principal.

Debra McAlahney-Dodson inquired if the operators were bilingual. The response was yes.

Mr. Phillips said the way the system is set up, an individual cannot give their name. The Carmel Unified School District has been using this system for some time.



Interdistrict Transfer Statistics

Dr. Bernard said periodically statistics regarding interdistrict transfers are provided to the Board. He noted fewer students are transferring out as well as fewer attending the MCOE Independent Study Program. At the bottom of the page is the breakdown of the number of students who's interdistrict transfers were approved because of the Allen Bill (parents work in the district they requested their child attend school).

Bob White said there has been a significant drop in interdistrict transfers since KCHS had the accreditation issue.

Board Policies (First Reading)

E 1330 – Use of School Facilities  
AR 7111 – Evaluating Existing Buildings  
AR 5111.1 – District Residency  
BP/AR 5141.22 – Infectious Diseases  
BP/AR 5141.32 – Asthma Management  
BP/AR /5145.12 – Search and Seizure

Dr. Bernard said there are 6 policies for first reading.

Debra McAlahney-Dodson said she was glad to see the reduction for the use of facilities. Mike Foster added it is significant for non-profit organizations.

Dr. Bernard acknowledged Linda Grundhoffer for contacting numerous other districts to develop the revised current fee base.

Dr. Bernard said he would like to move Action Item 1 before the other items as a courtesy to the Mr. Joel James from the State Controller's Office.

**ACTION ITEMS**

Approval of Annual Audit

Dr. Bernard said when the state takes over a district the State Controller's Office normally audits the school district. When the state took over this district, the State Controller's office did not have time; therefore auditors from the VTD Fresno branch did the audit for the 2009-10 school year. The State Controller's office did the audit for the district for the 2010-11 school year. He said to keep in mind the Controller's Office audits different areas and their procedures and practices are different. They report on what they see. Some of the findings are unusual and the district has requested the process to appeal some findings.

Mr. Joel James introduced himself as the presenter who worked with the team when they conducted the audit.

Mr. James said the State Controller's Office held an entrance conference with the district on May 2, 2011 and fieldwork also started that same day. The district was provided a status report periodically throughout the audit findings. On January 31, 2012 an exit conference was conducted on the findings. The audit report was issued February 23, 2012.

Mr. James said he would be reviewing a summary of the components and the significant areas the district should look at.

There were 5 components of the audit: Financial Section, Required Supplementary Information, Supplementary Information, Other Independent Auditor's Reports, and Finding and Recommendations.

The first section reviewed was the Financial Section: Independent Auditor's Report, Management Discussion and Analysis, Basic Financial Statements which include government-wide Financial Statements and Fund Financial Statements (major funds).

The second section is Required Supplemental Information: schedule of revenues, expenditures, and changes in fund balance, budget and actual general fund, schedule of other postemployment benefits, and notes to the required supplementary information.

The Third section was Supplementary Information which included: Combining statements – non-major funds, organization, schedule of average daily attendance, schedule of instructional time, schedule of financial trends and analysis, schedule of charter schools, schedule of expenditures of federal awards (SEFA), notes to the SEFA, and reconciliation of annual financial and budget report with audited financial statements.

The fourth section is Other Independent Auditor's Reports: Report on internal control over financial reporting and on compliance and other matters based on an audit financial statements performed in accordance with Government Audit Standards, report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance in accordance with OMB Circular A-133, and Independent Auditor's Report on State Compliance.

The fifth section is Findings and Recommendations: Schedule of findings and questioned costs, index to findings and recommendations, findings and recommendations, schedule of prior audit findings, and summary schedule of management letter findings.

In summary the main points are:

Qualified Opinion on the financial statements

- Unable to audit associated student body funds, capital assets and accumulated depreciation.

Going Concern

- Continuing declining enrollment.
- State budget cuts that impact the district's revenue.
- Negative interim reports filed by the district in 2010-11 and 2011-12.

Findings

- 14 financial statement related findings.
- 5 federal compliance findings, with \$639,629 in questioned costs.
- 9 state compliance findings, with \$631,788 in questioned costs.

Significant Findings:

- Finding 11-01: Going concern issues.
- Finding 11-02: Capital assets not auditable.
- Finding 11-03 Associated student body not auditable (not able to establish balances, identified some issues and what the district should do).
- Finding 11-15: Inadequate controls over salaries and wages (federal). If the time was not supported the federal funding amount paid was questionable. There were comments of what needs to be maintained.
- Finding 11-17: Inadequate controls over purchases (federal). There were not adequate controls and some expenditure transactions were not accountable.
- Finding 11-23: Continuation education reporting deficiencies (state). There was not adequate documentation to support the attendance reported to CDE. The document did not support what was actually sent to CDE. All continuation education funding was questionable.
- Finding 11-25: Administrative employees to teacher's ratio miscalculation (state). A district this size should have 7 administrators to 100 employees. This district has 78 teachers, the ratio should have been 5 administrators, and the district had 8. The district exceeded the ratio by 3.
- Finding 11-27: Independent Study pupil to teacher ratio exceeded (state). The district's ratio is 28 to 1. This district allowed 4 more students per teacher.

Mr. James said the last page is a summarization of the 2010-11 audit period compared to 2009-10. 2010-11 is the first year the State Controller's Office has conducted the district audit. This will be used as a bench mark.

Mike Foster said it appears the dollar amount findings is approximately 1.2M, and commented this is mostly policy and procedures. The response was yes, the policy and procedures was associated to the dollar amount. The issue is more documentation for state and federal compliance, not misappropriation of funds.

Raul Rodriguez said he noted Student Body was non-auditable. What exactly does that mean? Mr. James said the district runs the programs; therefore certain documents must be shown. If the audit trail is not there it results in a finding. An example of items needed could be receipts, documentation, etc.

Debra McAlahney-Dodson asked if audits are performed in each district on an annual basis. The response was yes, an independent auditor is required in each district.

Debra McAlahney-Dodson asked if other districts have had this same type of disparity with a state takeover and what the impact was. Mr. James responded it usually is the same. The State Controller's Office tends to spend more time for their review. These findings are common with their audit. For a district this size these are typical findings. The district will have 30 days to identify areas they want to appeal.

Dr. Bernard said there are findings in which they will be going through the appeal process, such as the funding regarding the administration ration to certificated staff. We have interpreted the requirement differently. It was pointed out these areas may not have been looked at in previous audits. The State Controller's audits a district differently than an outside audit firm.

Debra McAlahney-Dodson said her concern is, if the public looks at this it looks very bad for the district; it appears we have gone downhill in one year, and felt this is not a true picture, she hoped there would be a disclaimer. Earlier in the board meeting there was discussion on how the district has improved in many areas.

Mr. James said that was a valid point and would indicate this is the first year the State Controller's Office has audited the district. There is a difference in how audits are done between a private agency and the State Controller's Office.

Mr. James said he would like to comment, the district was very hospitable and provided information to allow them to conduct the audit, that process was very smooth. Boundaries were established as to what they were able to review for the audit.

Dr. Bernard said FCMAT is starting to plan their visit next year and ask if the State Controller's office could inform them when they will be returning for the next audit. Because of the availability of space, we would prefer them not to be here at the same time.

Dr. Bernard approved the audit.

## DISCUSSION

### Review of District Draft Vision and Mission Statement

Dr. Bernard read a minimal change in the statements the Board had discussed. He said later on in the meeting the Board will be approving a final version.

## ACTION

### Approval of District Vision and Mission Statement

Dr. Bernard said the Board worked on the vision and mission statement at their last study session. He asked if there are any recommendations or changes.

Debra McAlahney-Dodson asked do we want to identify ourselves and say, The South Monterey County Joint Union High School District is a progressive academic environment that is committed to a life-long educational success, rather than starting off with our learning community.

Dr. Bernard approved the mission statement with the modification.

Debra McAlahney-Dodson recommended changing the vision statement to say South Monterey County Joint Union High School District inspires and empowers all students with the knowledge and skills necessary to achieve their full potential to succeed as responsible and be productive citizens.

The Board agreed to the changes.

Dr. Bernard approved the modified statements.

Dr. Bernard said the Parent Satisfaction Survey will be sent out next week with the request to return them by the end of spring break.

### Board Policy (Second Reading)

BP 2110 – Superintendent Responsibilities and Duties  
BP/AR 4112.41, 4212.41, 4312.41 – Employee Drug Testing  
AR 4127, 4227, 4327 – Temporary Athletic Team Coaches  
BP/AR 5121 – Grades/Evaluation of Student Achievement  
BP 5127 – Graduation Ceremonies and Activities  
BP/E 5141.5 – Bullying Prevention  
BP/AR 5141.27 – Food Allergies/Special Dietary Needs  
BP/AR 7160 – Charter School Facilities

Dr. Bernard approved the policies second reading.

## SCHOOL REPORTS/UPDATES

### Greenfield High School

Jim Goddard said Senator Cannella's Office has printed certificates for students who are on the honor roll and principals honor roll. Students will also be receiving the principal's honor roll stick pin.

Senator Cannella's office said they will continue to provide certificates as long as they know 30 days in advance.

Today there were math consultants at school to discuss different strategies and techniques. They will be returning tomorrow to observe classrooms.

Allison Steinmann wrote a grant (first time) for specific equipment, she was the only teacher who submitted her request; therefore she received the entire \$3,000 grant. Mr. Goddard thanked Ms. Steinmann for submitting and receiving the grant for her students.

Mr. Goddard acknowledged Pat Hardin for receiving the Lighthouse for Literacy Award; he said it was a very nice event and recognition. This is the first time an employee from Greenfield High School was acknowledged, and felt this should continue in the district.

A survey was given out asking if students felt safe at school and why. The information will be analyzed and presented at the next board meeting.

Mr. Goddard said he and Janet Sanchez-Matos have been working with Cristina Jimenez on the school's new website. A decision will be made soon if we will be going to the outside or doing our website design internally.

They are starting to get ready for registration next year and preparing for the STAR award cards.

Track begins tomorrow. Mr. Goddard thanked Raul Rodriguez for helping with the baseball season this year. It is wonderful having a scoreboard with lights and a sound system for the games.

Greenfield High School is the only team in the Coastal Division to have a JV squad. The high school will be petitioning to move to MTAL.

The French Club is planning their trip to France over spring break.

Dr. Bernard said the results from the student's survey regarding how safe they feel in school will be good for the WASC visit which will be taking place next year.

#### King City High School

Bruce Corbett said they are gearing up for the STAR testing, a tremendous amount of preparation has taken place for the testing. He invited the Board to visit the high school. The CAHSEE testing has taken place for those students who are taking it for the first time. The results will be available in late summer.

Mr. Corbett said next Thursday night he will have a community forum meeting for the Hispanic community. The purpose of the meeting is to determine how we can assist their needs better. Decisions made at this meeting need to be in place for the beginning of next year. This is not a complaint session; we want to know what we need to do as a high school to be more helpful and accessible. A member from the community has offered to translate.

The question was asked who the community volunteer was. Mr. Corbett responded Norma Dominguez. She has assisted the high school in the past.

Mike Foster said she is a great advocate for kids.

Last Friday there was an FFA speech completion at the high school. He said we are very fortunate in having our advisors. One third of the students are involved in the FFA Program.

Mr. Corbett said there is a parent graduation committee, consisting of 5 parents, who will be meeting with some of the graduating seniors the second week of April.

The baseball team is very good and strong team.

The track team did very well at Pacific Grove. He acknowledged Mr. David Danes for his assistance.

There will be a National Assessment Test given to 60 random students.

The American Idol competition will be taking place next Friday.

They are preparing for the Mustang Gold academic assembly which will be held on April 19 at 10:00 AM in the auditorium. This is a bi-annual event. The Chevron Corporation is sponsoring this event.

Mike Foster asked when we could recognize the FFA advisors. Dr. Bernard suggested it could be part of the May Board meeting.

Portola-Butler Continuation High School and South Monterey County Charter Independent Study Program

Carolyn McCombs read some comments, from Independent Study students utilizing the Odysseyware Program: Liked getting the grades right away, did not need to have books, no due dates for assignments, liked the electives, and like music appreciation.

She continues to receive applications for students who want to enroll in the Independent Study Program. She commented there are a number of pregnant teens and teens with children and suggested some type of day care so the mothers can concentrate on their school assignments.

Debra McAlahney-Dodson said, if any of these students qualified for CalWorks, they would be able to receive child care assistance. Debra McAlahney-Dodson said she will provide a brochure with information.

Dr. Bernard said any information would be appreciated.

Ms. McCombs said 6 students have graduated from Portola-Butler Continuation High School in the third quarter. At the end of the year there will be a total of 45 students graduating from Portola-Butler and 25 students from the Independent Study Program.

Ms. McCombs said staff from the Job Corp gave a presentation, they have an amazing program. Students who enroll in the program can get their GED, be trained in technical jobs, placed in jobs, and receive free room and board.

Junior Achievement will be coming back for economics. Tina Lopez is organizing the program.

Pat Hardin said Ms. McCombs suggested a program for pregnant teens or teens with children. A number of years ago there was a Postpone Program which was successful. Girls Inc. was also mentioned as a great resource.

Future Agenda Items/Meeting Dates

April 4, 2012 – Board Study Session at the District Office  
April 17, 2012 (Tuesday) – Regular Board Meeting at the District Office  
May 9, 2012 – Regular Board Meeting at Greenfield High School  
May 23, 2012 – Board Study Session at the District Office

Signing of Papers

Dr. Bernard signed appropriate papers.

Adjournment

The meeting was adjourned at 8:17 P.M.

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John Bernard, Ed.D., State Administrator

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Date

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
(Formerly King City Joint Union High School District)  
BOARD OF EDUCATION  
SPECIAL BOARD MEETING

Wednesday, April 4, 2012

Minutes

BOARD OF EDUCATION

Mike Foster – President - Present  
Debra McAlahney-Dodson – Clerk - Present  
Paulette Bumbalough – Member - Present  
Raul Rodriguez – Member - Present  
Bob White – Member - Present

STATE ADMINISTRATOR

John C. Bernard, Ed.D.

OPEN SESSION:

Call to Order

The meeting was called to order at 6:03 P.M.

Flag Salute

Mike Foster led in the flag salute.

Public Comment

There were not any comments from the public. The meeting was recessed to closed session.

CLOSED SESSION:

Student Matters – Transfer/Discipline

- Recommendation to Expel Student #18:11/12

OPEN SESSION

Report of Closed Session Action

Mike Foster reported the vote was to approve the recommendation from the expulsion panel to expel Student #18:11/12 through the remainder of the 2011-12 school year and the first semester of the 2012-13 school year.

INFORMATION ITEMS

Board Study Session:

Budget and Fiscal

Linda Grundhoffer reviewed the process for building the 2012-13 budget.

Community Relations and Communication Plan (Update)

Dr. Bernard distributed the March 2012 FCMAT report and reviewed the current communication plan.

Adjournment

The meeting was adjourned at 8:30 PM.

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John Bernard, Ed.D., State Administrator

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Date

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD**

**SUBJECT:** Approval of Resolution #16:11/12 Proclaiming  
and Honoring California Day of the Teacher,  
May 9, 2012

**MEETING:** April 17, 2012

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The District would like to acknowledge the dedicated certificated professionals in the district and their contribution in fulfilling the mission of education to prepare our students for the future.

The District and Board would like to recognize and honor Day of the Teacher on May 9, 2012.

Recommendation:

The recommendation is to approve the resolution.

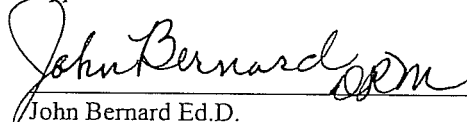
Fiscal Impact:

None

Submitted By:

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Approved:



John Bernard Ed.D.  
State Administrator



**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

**Resolution No. 16:11/12  
Observance of  
CALIFORNIA DAY OF THE TEACHER**

**WHEREAS**, California Education Code §37222 designates May 9, 2012 as Day of the Teacher in recognition of the dedicated professionals who are entrusted with fulfilling the mission of education to prepare our students for the future; and

**WHEREAS**, teachers demonstrate and share their love of learning in the classroom every day and fill many roles, as listeners, explorers, role models, motivators, and mentors; and, by doing so, are partners with parents and the community in inspiring students dreams and laying the foundation for them to be good citizens; and

**WHEREAS**, the success of more than 70,000 students in the County of Monterey depends on the skills, knowledge, encouragement and attitudes acquired while under the nurturing guidance of dedicated teachers; and

**WHEREAS**, teachers work collaboratively with their Boards of Education, Superintendents, colleagues, parents and others in support of society's commitment to quality education for all youngsters; and

**WHEREAS**, the Monterey County Board of Education recognizes that the quality of all students' educational experiences depends significantly and vitally upon the quality of their teachers, because the influence of a good teacher continues long after school days are only memories:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the South Monterey County Joint Union High School District does hereby adopt Resolution No. 16:11/12 to acknowledge the contributions of all dedicated teachers and recognizes May 9, 2012, as the Day of the Teacher; and, moreover, urges parents, students and the community to publicly show their appreciation for teachers and their contributions that improve our daily lives, our community and our futures.

**PASSED AND ADOPTED** by the State Administrator on April 17, 2012.

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John Bernard, Ed.D., State Administrator

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD**

**SUBJECT:** Approval of Resolution #17:11/12 Proclaiming  
and Honoring Classified School Employees Week,  
May 20-26, 2012

**MEETING:** April 17, 2012

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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Board Goals:

\_\_\_\_\_ Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures

X \_\_\_\_\_ Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety

\_\_\_\_\_ Develop/Sustain Fiscal Crisis Long-Term Solution

\_\_\_\_\_ Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings

\_\_\_\_\_ Ensure that Facilities are Safe for Staff and Students

\_\_\_\_\_ Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The District would like to acknowledge the dedicated classified professionals in the district and for providing the efficient and effective support to certificated staff and for giving the students the type of individual attention and support they need to succeed academically.

The District and Board would like to recognize and honor Classified School Employee Week, May 20-26, 2012.

Recommendation:

The recommendation is to approve the resolution.

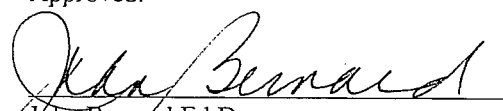
Fiscal Impact:

None

Submitted By:

  
\_\_\_\_\_

Approved:

  
\_\_\_\_\_  
John Bernard Ed.D.  
State Administrator

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

**Resolution No. 17:11/12  
Proclaiming and Honoring  
Classified School Employee Week – May 20 – 26, 2012**

**WHEREAS**, the education of our youth is imperative to our society, to California, to our nation, our world; and

**WHEREAS**, classified school employees in our school districts, County Office of Education and community colleges are the "backbone" of our public education system; and,

**WHEREAS**, the classified school employees of Monterey County provide efficient and effective support and ancillary services which are essential ingredients to excellent teaching, sound administration, and high achievement by students; and

**WHEREAS**, classified school employees are rarely in the spotlight, but are always central to the activities of our schools, for they serve with professionalism and dedication and set a high standard for caring and compassion; and

**WHEREAS**, many classified school employees serve as paraprofessionals providing direct assistance to certificated staff in the classroom and giving students the type of individual attention and support they need to succeed academically; and

**WHEREAS**, other classified employees perform vital clerical, transportation, food service, office support and many other functions without which local school sites, district offices, and county offices, could not operate, and without which many students would not receive important educational and health-related services; and

**WHEREAS**, even as our system of public education depends on classified employees to serve students and staff, they often serve in challenging circumstances and, with diverse talents and true dedication, continue to nurture our students and support their colleagues;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the South Monterey County Joint Union High School District does hereby adopt Resolution No. 17:11/12 to honor the contributions of classified school employees to quality education in Monterey County and recognizes the week of May 20-26, 2012 as Classified School Employee Week, an opportunity to pay homage to these valued members of Monterey County's educational teams.

**PASSED AND ADOPTED** by the State Administrator on April 17, 2012.

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John Bernard, Ed.D., State Administrator

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL  
DISTRICT**

**SUBJECT:** Approval of Principal's Secretary Job Description

**MEETING:** April 17, 2012

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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**GOVERNING BOARD**

Board Goals:

- \_\_\_\_\_ Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- \_\_\_\_\_ Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- \_\_\_\_\_ Develop/Sustain Fiscal Crisis Long-Term Solution
- \_\_\_\_\_ Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- \_\_\_\_\_ Ensure that Facilities are Safe for Staff and Students
- XX \_\_\_\_\_ Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The Principal's Secretary job description was one of the last to be created, revised and reviewed to bring the district into compliance with current and accurate job descriptions. The attached job description has been reviewed with the CSEA leadership, district administrative staff, and the State Administrator. CSEA and Dr. Bernard have come to tentative agreement on this job description and await the final advice of the board.

Recommendation:

It is recommended that the State Administrator approve the Principal's Secretary Job Description.

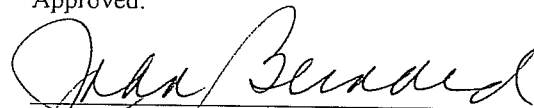
Fiscal Impact:

None

Submitted By:

Daniel R. Moirao, Ed.D.  
Assistant Superintendent Educational Services/  
Human Resources

Approved:

  
John Bernard Ed.D.  
State Administrator

# SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

## PRINCIPAL'S SECRETARY

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### BASIC JOB FUNCTIONS:

Under the direction of the School Principal, the Principal's Secretary provides administrative support that integrates related, yet unique sub-functions. The Principal's Secretary performs complex secretarial and administrative support duties, including, but not limited to, reception, transcription of documents, administrative support to projects and programs, maintenance of document filing and retrieval systems, private student records and basic record-keeping. The Principal's Secretary provides support and communicates information to students, staff, community members, governmental and/or other agencies. Assists administrative staff to implement an effective instructional program. The Principal's Secretary provides oversight of the physical school plant, monitors the school budget and provides support to the certificated and classified staff, understands and works effectively with people from different cultures; establishes and maintains a positive and effective relationship with the school community.

### DISTINGUISHING CHARACTERISTICS, IF APPLICABLE:

Positions in this job classification perform a wide variety of database entry, maintenance, and organizational tasks; are responsible for a major functional area within the school including administrative support, business and community partnerships, legal, personnel, business and instructional support functions. Ability to maintain confidentiality of student-specific and/or employee specific information is required.

### ESSENTIAL JOB FUNCTIONS:

- Plans, schedules and performs a variety of complex secretarial and clerical duties in support of the school site that integrates academic, student activity or other assigned clusters/work teams.
- Performs administrative support that involves applying a working understanding of the functions and procedures of the school site as well as a basic understanding of the functions and procedures of the district.
- Organizes work then establishes and sequences deadlines and/or time-lines for projects, activities and/or required submissions and reports.
- Coordinates and performs the administrative aspects of projects and events, integrating them with ongoing work routines.
- Drafts, edits and process records for a variety of meetings; researches and compiles data and related reports; prepares complex reports; maintains various office records and statistical reports.
- Organizes, coordinates and communicates information to school and district staff, parents, students and/or community members.
- Prepares newsletters, special brochures, flyers and other publications.
- Receive request for information from staff/community/agencies and responds in a client-oriented manner.
- Keeps Principal/administrative team informed of problems, potential problems, emergencies, conflicts and a wide variety of school or district operations.
- Prepares, assembles, maintains and updates school site calendars, schedules, lists, manuals, directories & handbooks for distribution or use by others.
- Processes initial workers compensation claims and maintains records necessary to comply with laws/regulations regarding data/incident reporting.
- Assists in coordination and communication on a wide range of functions; including graduation and collecting graduation documentation.
- Organizes, directs, trains and expedites the flow of work through the office.
- Review and process Aeries parent portal request forms and provide support as needed to parents
- Maintains student network accounts as well as assists students with basic login issues.
- Arranges for certificated and classified substitutes as necessary, maintains records & reports.
- Tracks employees' absences at the site level and maintains corresponding records and reports.
- Oversees the preparation for the opening of school, including student registration and preparation/distribution of schedules.
- Responds to inquiries and conveys information about programs and services provided by the school and district. Interprets and conveys policies, regulations, and procedures, referring difficult or sensitive matters to the appropriate administrator; responds to requests for information of a specialized or confidential nature requiring the use of discretion and good judgment.
- Assists in the development and monitoring of the school/department budgets.
- Prepares and processes purchase requisitions, expense claims and payroll timesheets and verifies proper budget category.
- Assist in maintaining a safe campus; report unruly or unsafe student behavior, intervening when necessary to protect the immediate safety of staff, students, or school property.
- May administer first aid, when necessary.
- May maintain field trips and conference requests.
- Performs other related duties as assigned (e.g. May support testing, immunization and other required processes; may prepare and mail notifications and miscellaneous filing.

# SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

## PRINCIPAL'S SECRETARY

### MINIMUM QUALIFICATIONS:

#### Knowledge, skills and abilities:

- In-depth knowledge of office practices, procedures and equipment, including filing systems & principles of office & time management.
- In-depth knowledge of business mathematics skills associated with accounting, budget, payroll processing and record-keeping.
- The ability to learn and apply knowledge of student attendance, school district organization, rules and regulations, applicable laws and statutes.
- The ability to learn and apply collective bargaining agreements between the district and employee representative units.
- The ability to learn and apply laws, regulations, policies and procedures governing school operations and services.
- Well-developed skills using the English language, grammar, spelling punctuation and proofreading/editing necessary to prepare professional correspondence, documents and publications.
- Requires sufficient human relations skills to work with diverse populations presenting a positive image of the school, conveying technical information to others and using patience when dealing with difficult individuals or in difficult situations.
- Ability to use appropriate software programs; including, but not limited to Excel, Word, Access and PowerPoint. Read, understand, apply and explain technical policies and materials.
- Ability to prioritize multiple tasks and projects; perform a wide variety of complex office work involving independent judgment; follow oral and written directions.
- Ability to establish and maintain harmonious staff and public relations; work cooperatively and communicate effectively with staff, parents, students and the public; work efficiently as a team member; coordinator with other staff using leadership and judgment.
- Ability to maintain confidentiality of private and sensitive information.

### PHYSICAL DEMANDS / WORKING CONDITIONS:

- **Physical Demands:** While performing essential functions and responsibilities of this job, the employee is regularly required to sit for extended periods; walk, sit, push, lift, bend, reach, climb; speak and hear effectively. Requires the ability to use near vision to read printed materials. Requires manual and finger dexterity to write, use a keyboard to operate a computer and other standardized office equipment requiring repetitive motions. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.
- **Working Conditions:** Work is performed primarily indoors in an office environment, engaged in work of a primarily sedentary nature.

### EDUCATION AND EXPERIENCE:

- Requires high school diploma/equivalent, supplemented by training/experience to demonstrate knowledge and abilities listed above.
- Relevant post-secondary training and office management experience supplemented by demonstrated oral and written communications skills; demonstrate organizational ability; demonstrated expertise in technology.
- If applicable, college-level course work may substitute for/be deemed equivalent of some experience.

### LICENSES AND OTHER REQUIREMENTS:

Prospective and current employees are expected to possess and maintain the following:

- Current First Aid and CPR certificates issued by the Red Cross
- May require a valid driver's license

**SALARY RANGE:** 16

**WORK YEAR:** 11 months

### CONDITIONS OF EMPLOYMENT:

Upon an offer of employment, prospective employees shall meet the following requirements as a condition of employment:

- Department of Justice fingerprint clearance processed by the District or District-approved agency
- TB (Tuberculosis) clearance
- Evidence that all conditions listed under Licenses, Certificates and Clearances have been met
- File the oath or affirmation of allegiance required by Government Code Sections 3100-3109

TA: Date \_\_\_\_\_ For the District: \_\_\_\_\_ For CSEA \_\_\_\_\_

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Agreement Between the SMCJUHSD  
and Mary Mendenhall, CBO

MEETING: April 17, 2012

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The district's current CBO has expressed her desire to re-retire. The district engaged the services of School Services of California to do the advertising and screening for a CBO. Initial interviews were held on February 28, 2012 with the most qualified candidates, and two individuals returned for a second interview on March 13, 2012. After a site validation visit Mary Mendenhall, who has many years of experience as a CBO, was selected to serve as the new CBO for SMCJUHSD.


Recommendation:

The recommendation is to approve the agreement.

Fiscal Impact:

Submitted By:

Approved:

  
John Bernard, Ed.D.  
State Administrator

## SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

### Employment agreement between Mary Mendenhall, Chief Business Official and South Monterey County Joint Union High School District

This agreement is entered into as of this first (1<sup>st</sup>) day of May, 2012, between the State Administrator, on behalf of the Governing Board (hereinafter "the Board") of and in behalf of the South Monterey County Joint Union High School District (hereinafter "the District"), and Mary Mendenhall (hereinafter "the Chief Business Official").

1. **Term:** The State Administrator, on behalf of the Board hereby employs Mary Mendenhall as Chief Business Official of the District beginning May 1, 2012 and terminating June 30, 2013.
2. **Chief Business Official and Board Responsibilities:** The Chief Business Official works under the direction of the State Administrator. As such, the Chief Business Official shall have the primary responsibility for execution of the budget, whereas the State Administrator, on behalf of the Board, shall retain the primary responsibility for formulating District goals and adopting the Budget. It is the philosophy of the State Administrator, on behalf of the Board, that the Chief Business Official is the financial leader and a part of the management team that provides leadership for the District.
3. **Salary Payment:** The annual salary of the Chief Business Official of one hundred twenty-three thousand, four hundred forty-six dollars (\$123,446) shall be payable in monthly installments of one-twelfth (1/12<sup>th</sup>) of such annual salary.
4. **Work Year:** The Chief Business Official work year is 260 days. Included in this year are national and local holidays, as well as 25 days of vacation.
5. **Other Duties:** the Chief Business Official shall be responsible for duties as outlined in the job description.
6. **Benefits:**
  - a. During the term of this employment agreement the District will pay up to \$10,000 toward medical costs through MCSIG, and the District will pay employee only benefits for dental and vision.
  - b. During the term of this employment agreement the District will pay one hundred seventy dollars (\$170), a month for the use of her personal vehicle (\$100), and personal cellular phone (\$70).
  - c. The Chief Business Official shall receive all statutory benefits provided to other classified management employees of the District, including PERS.
  - d. Earned sick leave may be cumulative as provided by State law and Board rules and regulations.
7. **Expense Reimbursement:** The Chief Business Official shall be reimbursed for necessary expenses that may be incurred in the performance of duties. Verification of expenses shall be necessary for reimbursement within this provision.
8. **Conference Attendance:** Pre-approved conference expenses shall be paid by the District.
9. **Leaves:** The Chief Business Official shall receive all leaves as stated in Board policy.



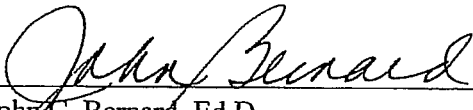
10. **Review:** A review of the Chief Business Official's work will be conducted six (6) months after the beginning of this contract and annually thereafter. From May 1, 2012 through October 31, 2012, the position will be considered probationary and this contract may be terminated without cause during that period.

11. **Termination of Agreement**


- a. **Mutual Consent:** This Agreement may be terminated at any time by mutual consent of the State Administrator, on behalf of the Board and the Chief Business Official.
- b. **Termination for Cause:** This Agreement and all of the Chief Business Official's rights as a District employee may be terminated by the State Administrator, on behalf of the Board, at any time for, but not limited to, neglect of duty, illegal practices, breach of this Agreement, or other conduct prejudicial to the District which would constitute just cause for dismissal. Written notice of the State Administrator's intention, on behalf of the Board, to terminate this Agreement shall be given to the Chief Business Official thirty (30) days prior to the meeting at which the State Administrator, on behalf of the Board, would decide to terminate the Agreement. The conference with the State Administrator, on behalf of the Board, shall be the Chief Business Official's exclusive right to any hearing required by law.
- c. **Termination Without Cause:** Per Education Code 35031, the State Administrator, on behalf of the Board, may at any time terminate, effective on the next succeeding first day of July, the term of any contract of employment with the Chief Business Official. In the event the State Administrator, on behalf of the Board, determines the Chief Business Official is not to be re-employed, she will be given written notice thereof by the State Administrator at least 45 days in advance of the end of her term.

12. **Severability:** If any provision of this contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the contract shall continue in full force and effect.

13. **Modification of Agreement:** This Agreement may be modified at any time with joint consent of the State Administrator, on behalf of the Board, and the Chief Business Official.

State Administrator  Date: 4-4-12  
John C. Bernard, Ed.D.

I accept the above Agreement of employment and the terms and conditions thereof and will perform faithfully all of the duties of employment of Chief Business Official of the South Monterey County Joint Union High School District.

 Date: 4/6/12  
Mary Mendenhall, Chief Business Official  
South Monterey County Joint Union High School District

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD**

**SUBJECT:** Monterey Peninsula Unified School District

**MEETING:** April 17, 2012

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

We are contracting with Monterey Peninsula Unified School District to provide services for a special education student that we are unable to provide. The attached contract is the overarching contract for types of services available. An individual agreement will be made for the student once all relevant services have been determined.

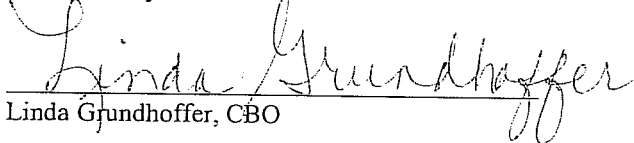
Recommendation:

Approve the contract with Monterey Peninsula Unified School District.


Fiscal Impact:

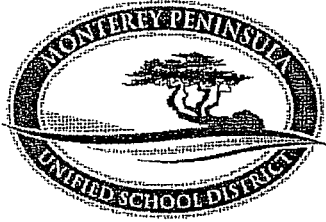
Approximately \$14,000 for the remainder of 2011-12

Submitted By:

  
Linda Grundhoffer, CBO

Approved:

  
John Bernard, Ed.D.  
State Administrator



# Monterey Peninsula Unified School District

## Student Support Services

P.O. Box 1031, Monterey, CA 93942-1031  
Phone: (831) 392-3827 FAX: (831) 649-6621  
Leslie Codianne, Associate Superintendent  
Laurie DuBos, Director

### MASTER SPECIAL EDUCATION SERVICES AGREEMENT (2011-2012 School Year)

This Master Special Education Services Agreement ("Master Agreement") is entered into by and between the **Monterey Peninsula Unified School District** ("MPUSD") and **South Monterey County Joint Union High School District** ("Home District").

#### Recitals

- A. Home District serves students who are eligible for services under the federal Individuals with Disabilities Education Act ("IDEA") and related state law.
- B. Home District desires that some of such of its students be placed in programs operated by MPUSD, and MPUSD agrees to allow such Home District students to be placed in MPUSD programs. Students of Home District served by MPUSD pursuant to this Master Agreement are referred to herein as "Students."
- C. Home District agrees to fund the costs incurred by MPUSD in serving Students.

Therefore, the parties agree:

#### Agreement

1. An individualized educational program ("IEP") team meeting shall be held for each Student prior to the commencement of the Student's attendance at MPUSD. IEP team meetings shall also be held at least annually for each Student as long as the Student qualifies for special education services and is being served by MPUSD pursuant to this Master Agreement. Each IEP team shall include representatives from both Home District and MPUSD.
2. For each Student, Home District and MPUSD shall each appoint an individual responsible for case management ("Case Managers"). The Case Managers shall independently maintain calendars to ensure that all timelines are met, and shall coordinate with each other regarding the scheduling and provision of IEP team meetings, assessments, and other services.
3. MPUSD and Home District shall enter into an Individual Services Agreement ("ISA") for each Student. The ISA shall be in the form attached hereto as Exhibit A, unless otherwise agreed by the parties. The ISA shall specify the type and amount of services that MPUSD shall provide to the Student.
4. If the services set forth in a Student's IEP are not consistent with the services set forth in a Student's ISA, MPUSD shall provide, and Home District shall pay MPUSD for, the services set forth in the IEP. The ISA shall be amended to conform to the IEP as soon as

reasonably practical after MPUSD or the Home District becomes aware of any inconsistency between the ISA and the IEP.

5. In accordance with Education Code section 56195.5, Students attending MPUSD shall be deemed to be attending MPUSD in accordance with an interdistrict transfer. Therefore, each Student's attendance shall be subject to Education Code sections 46600, and following.

6. If a Student commits an offense that could warrant suspension or expulsion, and the offense was not a manifestation of the Student's disability, then MPUSD in its sole discretion may immediately revoke the interdistrict transfer and terminate the Student's ISA, and Home District shall immediately become responsible for providing Student's education, including special education. In conjunction with such termination, MPUSD shall provide Home District with consultation or attendance at IEP team meetings upon request to attempt to identify an appropriate future placement for the Student. The time periods set forth in paragraph 7 shall not apply to revocation of an interdistrict transfer and termination of an ISA pursuant to this paragraph.

7. If MPUSD determines that a Student is no longer appropriately placed at MPUSD, and that meeting the Student's needs would result in overcrowding of existing programs or would require the creation of new programs, MPUSD shall provide 60 days prior written notice to Home District of MPUSD's intent to terminate the interdistrict transfer agreement as to that Student. Not less than 30 days after the provision of such notice, the Student's IEP team, including representatives of both MPUSD and the Home District, shall convene to determine a placement for Student. Immediately following the expiration of the 60-day notice period (or at such later time as the parties may agree upon), responsibility for Student's education, including special education, shall revert to Home District.

8. The average daily attendance for attendance of Students shall be credited to MPUSD for purposes of determining state apportionments and revenue limits.

9. Home District shall pay MPUSD for serving Students hereunder in accordance with the following schedule:

A. The cost per school year for special day class ("SDC") placements shall be the following per Student:

Autism special day class ("SDC")	\$36,985.01
Emotional disturbance SDC	\$33,308.31
Moderate/Severe SDC	\$32,763.85
Mild/Moderate SDC	\$18,639.84
Preschool SDC	\$24,871.20
Extended School Year ONLY	\$ 2,500.00

B. The cost per hour of related services shall be the following per Student, in addition to the placement cost set forth in paragraph 9.A., above:

Speech Therapy	\$90.00/hour
Occupational Therapy	\$90.00/hour

Physical Therapy	\$90.00/hour
Deaf/Hard of Hearing Services	\$90.00/hour
Counseling	\$90.00/hour
Psychologist	\$90.00/hour
Board Certified Behavior Analyst	\$125.00/hour
Adaptive Physical Education	\$80.00/hour
Nursing	\$90.00/hour
Assistive Technology Services/Consult	\$100.00/hour
Assistive Technology Assessment	\$1,500.00
Bus Rider (for health/behavior issues)	\$40-60.00/hour depending on LVN/RN

C. The cost per school year of 1:1 instructional assistance shall be the following per Student, in addition to the placement cost and related services costs, set forth in paragraphs 9.A and B, above:

Behavioral Technician	\$52,076 including benefits
Special Education Assistant II (Health Aide)	\$46,095 including benefits

D. Home District shall pay MPUSD for services not listed above at a rate to be agreed upon by the parties.

E. State funds apportioned to and received by MPUSD for the Students shall be credited against the amount owed by Home District to MPUSD for serving Students.

F. Home District shall pay MPUSD within 60 days of receipt of an invoice from MPUSD for services hereunder.

10. Notwithstanding paragraph 9, if a Student's IEP team determines that the Student needs services to be provided by a nonpublic agency (e.g., Tucci aides), then the Home District shall contract directly with the nonpublic agency for the provision of such services, Home District shall pay the nonpublic agency directly for such services, and Home District shall not pay MPUSD for such services.

11. If a Student's IEP team determines that the Student requires placement in a nonpublic school, then Home District shall contract directly with such nonpublic school. Upon agreement by the IEP team that the Student shall be placed in a nonpublic school, the interdistrict transfer and ISA shall terminate for such Student, and the Student shall immediately become the sole responsibility of Home District.

12. All services provided by MPUSD hereunder shall be provided by qualified personnel of MPUSD's choosing, who shall be employed by or under contract with MPUSD.

13. Home District shall, at its sole expense, be responsible for transporting Students to and from the sites at which MPUSD will be providing services to Students hereunder.

14. Home District and MPUSD shall cooperate in the defense of any Claims (defined in paragraph 16) brought against either Home District or MPUSD on behalf of any Student(s) or their parents.

15. Liability for Claims against either Home District or MPUSD raised by or on behalf of any Student(s) or their parents, shall be apportioned as follows:

A. Home District shall be solely responsible for any Claims regarding the procedural or substantive sufficiency of any IEP.

B. MPUSD shall be solely responsible for any Claims regarding MPUSD's failure to properly provide services, except transportation, set forth in an IEP that was approved by MPUSD.

C. Home District shall be solely responsible for any Claims regarding a nonpublic agency's failure to provide services set forth in an IEP.

D. With regard to any other Claims, liability shall be apportioned between MPUSD and Home District in accordance with the extent to which each party's acts or omissions caused the liability to be incurred, and in accordance with the indemnification provisions herein.

16. MPUSD shall indemnify, defend, and hold harmless the Home District, its officers, agents and employees from any claim, liability, loss, injury or damage (collectively, "Claims") arising out of, or in connection with, performance of this Master Agreement by MPUSD and/or its officers, agents, or employees, to the extent that such Claims were caused by the negligence or willful misconduct of District, except as such obligation is limited by paragraph 15 above.

17. Home District indemnify, defend, and hold harmless MPUSD, its officers, agents and employees from any Claims arising out of, or in connection with, performance of this Master Agreement by Home District and/or its officers, agents, or employees, to the extent that such Claim was caused by the negligence or willful misconduct of Home District, except as such obligation is limited by paragraph 15 above.

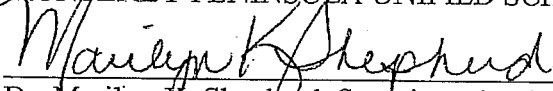
18. This Master Agreement shall be effective from the date of approval by the governing Boards of MPUSD and Home District until the following June 30. This Master Agreement shall automatically renew annually, unless either Home District or MPUSD provides the other district with written notice no later than January 1 that the Master Agreement will not be renewed, but rather will expire effective the following June 30.

19. Any dispute between MPUSD and Home District concerning this Master Agreement will be referred to the Monterey County SELPA for mediation. Either party may pursue any available remedies after it concludes that good-faith efforts to mediate a resolution to the dispute have been unsuccessful.

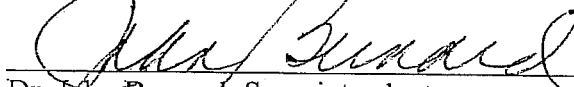
20. MPUSD and its officers, agents, and employees shall act as an independent contractor in the performance of the duties hereunder, and no officer, employee, or agent of MPUSD providing services pursuant to this Master Agreement shall be deemed to be an officer, employee, or agent of Home District.

21. This Master Agreement constitutes the entire agreement between the parties and supersedes all previous communications, representations, memoranda of understanding, or contracts regarding this subject, whether written or oral, between the parties.
22. Each party agrees to cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Master Agreement.
23. This Master Agreement is to be construed fairly and not in favor of or against any party, regardless of which party or parties drafted or participated in the drafting of its terms. Any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
24. Any change, modification, or addition to this Master Agreement must be in writing and signed by MPUSD and the Home District.
25. Each party acknowledges that no other party, or any agent or attorney of any of the parties, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof to induce any party to execute this Master Agreement in reliance upon any such promise, representation, or warranty not contained herein.
26. The parties agree that this Master Agreement may be signed in counterparts and that a facsimile signature acts as an original.

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

  
\_\_\_\_\_  
Dr. Marilyn K. Shepherd, Superintendent/Chief Business Officer  
Monterey Peninsula Unified School District  
700 Pacific Street  
Monterey, CA 93940

SMCJUHSD

  
\_\_\_\_\_  
Dr. John Bernard, Superintendent  
South Monterey County Joint Unified High School District  
800 Broadway  
King City, CA 93930

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD**

**SUBJECT:** Horizon Intertainment, LLC

**MEETING:** April 17, 2012

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Horizon Intertainment LLC will present *Teen Truth Live: Bully & School Violence* at each comprehensive high school on May 1, 2012. In addition, the company will put on a parent information night on April 30, 2012 so that the parents are aware of what their students will be experiencing at the rallies.

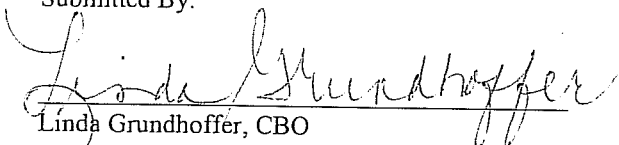
Recommendation:

Approve the contract with Horizon Intertainment, LLC.

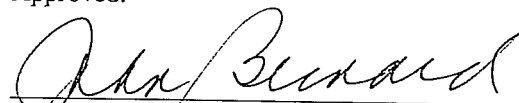
Fiscal Impact:

\$4,320.30

Submitted By:

  
Linda Grundhoffer, CBO

Approved:

  
John Bernard Ed.D.  
State Administrator



# TEEN TRUTH

—•) L I V E (•—

Horizon Entertainment LLC

6222 Twin Lake Dr., San Diego, CA 92119 (Ph/Fx: 818.237.5082)

## SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into by and between **Southern Monterey County Joint Union High School District** located at 800 Broadway King City, CA 93930 ("Client") and HORIZON ENTERTAINMENT, LLC located at 6222 Twin Lake Drive, San Diego, CA 92119 ("Horizon"). Client and Horizon hereby agree as follows:

1. Horizon will present its TEEN TRUTH™ LIVE: BULLY & SCHOOL VIOLENCE presentation ("Presentation") at Client's location on **May 1st, 2012** ("Presentation Date"). The Presentation will include a screening of a twenty-two (22) minute educational film ("Film") and a inspirational talk on the issues featured in the Film. Each Presentation will last between sixty-five (65) minutes and seventy-five (75) minutes. Horizon will conduct the Presentation a maximum of two (2) times at each of the following locations: **King City High School located at 720 Broadway Street, King City, CA 93930 and Greenfield High School located at 225 El Camino Real, Greenfield, CA 93927 on 5.1.12 during normal school hours. Horizon will also conduct a Parents Night a maximum on one (1) time on the evening on 4.30.12.** Any additional presentations requested by Client will be subject to an additional fee.
2. As consideration for the services to be provided by Horizon hereunder, Client will pay Horizon a Program Fee of **\$3,650 USD + \$20.30 Sales Tax on two (2) Teacher Workbook's** ("Program Fee").
3. In addition to the Program Fee, Client will make a payment of **\$650** ("Travel Fee") to Horizon in order to cover Horizon's travel costs. The Travel Fee is comprised of the following: **\$150 USD** for hotel accommodations, **\$400 USD** for air travel, and **\$100 USD** for car rental.
4. As consideration for the services to be provided by Horizon hereunder, Client will pay Horizon a Total Fee of **\$4,320.30 USD** ("Total Fee"). The Total Fee will be paid 50% upon signature of this agreement and 50% after services are rendered, these fees are payable as follows: (a) **\$2,160.15 USD** as a deposit ("Deposit") due within thirty (30) days of receipt of an invoice, and (b) the remaining **\$2,160.15 USD** due within fifteen (15) days of the Presentation Date. Horizon will issue an invoice for both payments as soon as this agreement is executed by Horizon.
5. Client understands that **\$500** of the total deposit is non-refundable. If Client cancels or changes the Presentation date for any reason, Horizon will retain **\$500** of the total Deposit. In addition, Client agrees to reimburse Horizon for any change or cancellation fees over and above the non-refundable **\$500** fee.
6. Any amounts owed by Client hereunder which are not paid when due will bear interest at a rate of 1.5% per month (or, if lesser, the maximum rate permissible under applicable law) as measured from the date such payment was due until the date on which Client makes payment of the past due amount.
7. Client understands that all program times must be received by Horizon within forty-five (45) business days of the presentation date outlined in this agreement. Failure to deliver all confirmed program times within the forty-five (45) day period may result in increased flight, hotel, or rental car fees ("Travel Fees"). Client will be liable for 100% of any increase in travel fees due to the failure to deliver confirmed program times within the specified time period.
8. Neither party will be liable to the other for any delays, damages or failure to act caused by weather, fire, acts of God, acts of governmental authority, delays of commercial carriers, or any

similar contingency beyond its control. If such an event prevents Horizon from conducting the Presentations on the Presentation Date, the parties will work together to schedule another date for the Presentations.

9. Client will designate a contact person with whom Horizon can work to coordinate the services to be provided hereunder. On the Presentation Date, Client will make available the following for Horizon's use in connection with the Presentation: (a) screen, (b) LCD projector, (c) DVD player with remote, (d) microphone, and (e) an adequate sound/PA system that the DVD player can plug into.
10. The Film contains content that may not be suitable for some viewers. Upon Client's request, Horizon will make a copy of the Film available to Client such that Client will have the opportunity to view the Film prior to the Presentation and show the Film to the parents of Client's students. Client understands and agrees that Client is solely responsible for ensuring that all parents are made aware of the content of the Film prior to the Presentation and that all parents have consented to having their children view the Film and attend the Presentation. Client is solely responsible for determining that all students attending the Presentation have permission to do so and are mature enough to handle the content thereof.
11. Horizon makes no representations or warranties, express or implied, regarding the Presentation, the Film, or any services provided hereunder. Neither party will be liable to the other for any special, indirect, punitive or consequential damages. In no event will Horizon be liable to Client for more than the amount paid to Horizon hereunder.
12. The date, presentation and travel fees quoted in this agreement are valid for ten (10) business days following Horizon's signature of this agreement. Failure to return the signed agreement within ten (10) business days may force Horizon to release the desired presentation date or increase travel and presentation fees.

IN WITNESS WHEREOF, the parties hereto have caused this Services Agreement to be executed as of the dates set forth below.

HORIZON ENTERTAINMENT LLC

CLIENT

Signed: JC Pohl

Signed: Daniel R. Moirao

Name: JC Pohl

Name: DR. DANIEL MOIRAO

Title: Producer

Title: ASST. SUPT.

Date: **3.23.12**

Date: 4/2/12

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD**

**SUBJECT:** Medi-Cal Administrative Claiming Agreement

**MEETING:** April 17, 2012

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

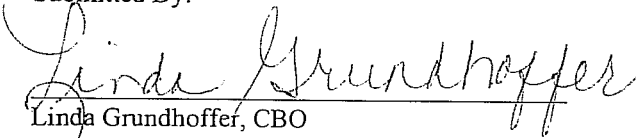
School districts can participate in the Medi-Cal reimbursement program. The dollars received through this program are unrestricted. The SMCJUHSD has determined that the services offered by the Northern California Medi-Cal Administrative Services Joint Powers Authority are better suited to its needs. The contract will commence July 1, 2012. Although a fee of 7% of the MAA quarterly invoices, the total for the year cannot exceed the actual costs of the NMAS-JPA services provided.

Recommendation:

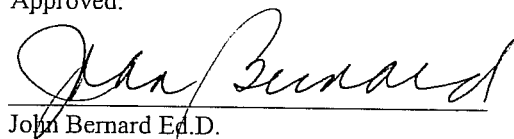
Approve the agreement between SMCJUHSD, Santa Cruz County Office of Education and the Northern California Medi-Cal Administrative Services Joint Powers Authority.

Fiscal Impact:

Submitted By:

  
Linda Grundhoffer, CBO

Approved:

  
John Bernard Ed.D.  
State Administrator

# MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered this 1<sup>st</sup> day of July, 2012, by and between the

South Monterey County Joint Union High School District

(hereinafter referred to as "local educational agency" or "LEA") having an address at

800 Broadway, King City, CA 93930

and the:

- Contra Costa County Office of Education
- Los Angeles County Office of Education
- Santa Cruz County Office of Education
- Stanislaus County Office of Education
- Sutter County Superintendent of Schools

**(One box must be checked)**

and the Northern California Medi-Cal Administrative Services Joint Powers Authority, having an address at 1100 H Street, Modesto, California 95354-2338.

The above-indicated County Superintendent of Schools (hereinafter referred to as the "local educational consortium" or "LEC") is a member of the Northern California Medi-Cal Administrative Services Joint Powers Authority (hereinafter referred to as "NMAS-JPA") which has been formed by the above-referenced County Superintendents of Schools in order to provide Medi-Cal Administrative Activities ("MAA") Claiming services to LEAs who contract with the above-delineated LECs for said services as set forth herein.

## 1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing July 1<sup>st</sup>, 2012, for preparing MAA claims for LEA on a quarterly basis. The quarters are the three-month periods of January through March, April through June, July through September, and October through December. The first claim shall be submitted for the July through September quarter, 2012.

This Agreement shall automatically renew for additional periods of twelve (12) months each unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

LEA may terminate this agreement, with or without cause, upon ninety (90) days written notice to LEC and NMAS-JPA, provided that LEA agrees to pay LEC and NMAS-JPA all fees for services provided by either LEC or NMAS-JPA through the effective date of termination.

2. FEE SCHEDULE

LEA shall pay the LEC quarterly according to the following fee structure:

(1) LEA shall pay to LEC, at least quarterly, an Administrative Fee equivalent to 3% of MAA quarterly paid invoices paid by the Department of Health Care Services (DHCS) to the LEA. This Administrative Fee includes the DHCS Participation Fee.

(2) LEA shall pay the LEC either a quarterly Level I fee as delineated herein and Exhibit A attached hereto for services provided by the NMAS-JPA:

Level I fees of 7% of MAA quarterly invoices paid by the Department of Health Care Services to the LEA, not to exceed the actual costs of the NMAS-JPA services provided; or,

Level II: No fee by NMAS-JPA as outside vendor is used.

**(One box must be checked)**

LEA's may elect to move from one Level to the other Level of services by providing the LEC and NMAS-JPA with ninety (90) days written notice of said election.

Should the total fees collected by the NMAS-JPA from all LEAs exceed the total costs incurred by the NMAS-JPA to provide the agreed-upon services, those fees in excess of the costs will be refunded to each LEA based on each LEA's pro-rata share of MAA recovered funds as compared to MAA recovered funds for all LEA's receiving services provided by NMAS-JPA at the termination of the NMAS-JPA.

Obligations incurred as a result of this Agreement from services provided by the NMAS-JPA to the LEA remain the responsibility of the LEA whether or not MAA funds are recovered by the LEA due to no fault of the NMAS-JPA or the LEA. LEA will be invoiced for fees when MAA funds are recovered.

As a result of this fee arrangement, the LEA will be entitled to recover fifty percent (50%) of any fees charged by the NMAS-JPA as MAA reimbursable costs. Any deviation from this fee arrangement may render these costs as not recoverable through MAA reimbursement to the LEA.

LEC shall not claim reimbursement for any NMAS-JPA fees that have been claimed by LEAs through fees paid for service.

In the event LEA must repay Medi-Cal for all or part of any claim payment, NMAS-JPA will reimburse LEA for that portion of its fee related to the Medi-Cal repayment. NMAS-JPA will pay LEA within thirty (30) days of notification by LEA.

3. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware supplied by NMAS-JPA, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by NMAS-JPA in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between NMAS-JPA and LEA, the sole and exclusive property of NMAS-JPA. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with NMAS-JPA and LEA shall remain the property of LEA.

4. CONFIDENTIALITY OF DATA

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party shall be held in confidence to the extent held by law and each party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party except as required by law.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

5. INPUT DATA

Accurate, complete, and correct data necessary for NMAS-JPA to perform its services hereunder shall be the sole responsibility of LEA. NMAS-JPA shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

NMAS-JPA shall be responsible for the input of all information given to NMAS-JPA by LEA in a reasonably accurate, complete and correct form provided same is provided to NMAS-JPA by LEA. Any errors, mistakes or liability in connection with the failure of NMAS-JPA to input such data, provided such data has been accurately, completely and correctly transmitted to NMAS-JPA, shall be the sole responsibility of NMAS-JPA and shall be corrected by NMAS-JPA.

6. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

NMAS-JPA and LEC shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of NMAS-JPA or LEC. NMAS-JPA's or LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. NMAS-JPA or LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

7. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, NMAS-JPA shall be the employer and shall bear the responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement.

8. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

NMAS-JPA, LEC and LEA shall each defend, indemnify, and hold the other parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the indemnifying party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorneys fees and other related costs and expenses.

9. OPERATING PROCEDURES

NMAS-JPA shall be responsible for the processing of all those claims for services rendered by LEA and its employees or agents, which have been turned over to NMAS-JPA for processing.

A. Services Provided: LEAs choosing to utilize NMAS-JPA services as delineated herein, shall contract with their respective LEC. The NMAS-JPA shall:

- (1) Coordinate, schedule and provide necessary training to representatives of each LEA and LEC.
- (2) Gather and review all MAA time surveys, reviewing survey forms to ensure that they are completed and correct and assist participating local educational consortiums or local educational agencies in obtaining corrections.
- (3) Process time survey results for invoicing.
- (4) Draft grid for operational plan and give direction to local educational agencies for gathering necessary audit materials for each claiming unit for each quarter.
- (5) Upon request, prepare invoices for submittal to the Department of Health Care Services for each participating local educational agency and local educational consortium.
- (6) Provide the "tape match percentage" from data submitted by local educational agencies.
- (7) Assist LECs and LEAs to prepare for Center for Medicaid / Medicare Services and Department of Health Care Services site reviews and audits.

B. LEA shall:

- (1) Provide NMAS-JPA, on a timely basis, all forms, documentation, and fiscal data in a manner prescribed by NMAS-JPA and as required for the successful preparation and submission of claims.

- (2) Arrange for LEA staff to attend mandatory training sessions related to time study forms and oversee the completion of time study forms by staff.
- (3) Provide a contact person who shall serve as coordinator for all LEA activities.
- (4) Notify NMAS-JPA of any errors and/or omissions in information sent to NMAS-JPA so that NMAS-JPA may process a claim adjustment for submission to Medi-Cal.

## 10. GENERAL

- A. ENTIRE AGREEMENT - This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.
- B. SUCCESSORS - This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- C. SEVERABILITY - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- D. NOTICES - Any notice sent pursuant to this Agreement shall be sent by certified mail to the parties at their respective addresses.
- E. STATE LAW - This Agreement shall be governed by and construed in accordance with the laws of California.
- F. ANTI-FRAUD AND ABUSE - Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- G. DESCRIPTIVE HEADINGS - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

## 11. WARRANTY LIMITATION

NMAS-JPA makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.



12. LEA GOVERNING BOARD AUTHORIZATION

LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of \_\_\_\_\_ and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year below written.

<b>LEA:</b>		<b>LEC:</b>	
<b>By:</b>	_____	<b>By:</b>	_____
<b>Name:</b>	_____	<b>Name:</b>	_____
<b>Title:</b>	_____	<b>Title:</b>	_____
<b>Date:</b>	_____	<b>Date:</b>	_____

**NMAS-JPA**

**By** \_\_\_\_\_  
**Name:** Susan Hamblin  
**Title:** Director  
**Date:** \_\_\_\_\_

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD**

**SUBJECT:** Contract with the State Controller's Office

**MEETING:** April 17, 2012

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Districts are required to contract for their audits by May 15 of each year and report to the County Office which firm has been selected.

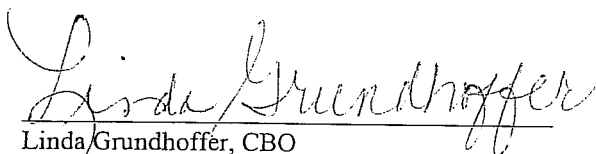
Recommendation:

Approve the contract with the State Controller's Office to perform the 2011-12 financial audit.

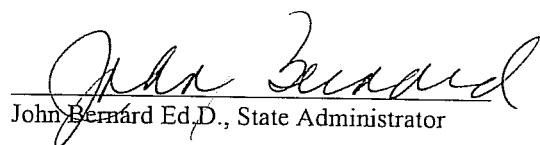
Fiscal Impact:

Not to exceed \$60,000

Submitted By:

  
Linda Grundhoffer, CBO

Approved:

  
John Bernard Ed.D., State Administrator

CONTRACT FOR SERVICES  
ANNUAL AUDIT OF SCHOOL DISTRICT

This contract is executed between the California State Controller's Office (SCO), Division of Audits, and the South Monterey County Joint Union High School District, and sets forth the nature and scope of the services the SCO will provide. The district's required involvement and assistance in support of the SCO services, the related fee arrangements, and other terms and conditions are designed to ensure that our professional services achieve the mutually agreed-upon objectives of the SCO and the district.

The SCO agrees to provide a required single audit in accordance with California Education Code section 41320.1(d) for fiscal year 2011-12 for the South Monterey County Joint Union High School District. Specifically, the period to be audited pursuant to this contract shall be the fiscal year beginning July 1 2011, and ending June 30 2012.

The SCO will audit the district's financial statements with the intent of issuing an opinion on the financial statements. The audit will also include an audit of the district's compliance with applicable state and federal laws and regulations, and certain limited procedures to follow up on prior audit findings.

The audit will be performed in accordance with U.S. generally accepted auditing standards; *Government Auditing Standards*, issued by the Comptroller General of the United States; *Standards and Procedures for Audits of California K-12 Local Educational Agencies*; and *Office of Management and Budget (OMB) Circular A-133*. The audit will include all procedures that the SCO considers necessary to determine compliance with the applicable laws and regulations for participation in federal and state programs.

Form and content of the audit report shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the SCO under Education Code sections 14500 and 41020, and as detailed in *Standards and Procedures for Audits of California K-12 Local Educational Agencies*.

The audit is not specifically designed to disclose fraud or defalcation; however, as part of the audit, the SCO will obtain information needed to identify risks of material misstatement due to fraud, and will assess and address the identified risk.

The SCO may issue a management letter that points out internal control weaknesses, comments on areas of possible improvements in procedures and management practices of the district, and identify areas of possible violations of regulatory provisions.

The SCO will meet with district representatives throughout the course of the audit fieldwork to discuss and resolve audit issues, possible findings, material weaknesses, and significant deficiencies.

In addition to the documents to be provided by the district for state and federal compliance testing, the district agrees to provide the following items for the audit report to the SCO no later than September 30, 2012:

- Financial statements, including conversion entries and notes to the basic financial statements
- Required supplementary information and other supplementary information, including notes
- Schedule of Expenditures of Federal Awards, including notes as required
- Schedule of Financial Trends and Analysis
- Status of Prior Findings
- Organization Structure
- Schedule of Charter Schools
- Management Discussion and Analysis
- Management Representation Letter

CONTRACT FOR SERVICES  
ANNUAL AUDIT OF SCHOOL DISTRICT (Continued)

The SCO will complete its fieldwork, conduct an exit conference, and provide a draft report by November 15, 2012. The audit shall be completed and the final report shall be delivered, in the manner and to the parties as hereinafter set forth, not later than December 15, 2012.

Unforeseen circumstances, delays by the district in providing complete financial statements and notes and/or in providing complete and accurate attendance records, ancillary reconciliations, and supporting schedules; and/or delays by the district in providing timely responses to record requests may result in a delay by the SCO in completing the fieldwork, conducting an exit conference, providing a draft audit report, and delivering the final audit report.

The total amount payable under this agreement shall not exceed \$60,000. However, the amount may be amended if the district requests that the SCO perform additional audit procedures in response to audit findings.

The district agrees to pay for the auditing services based on monthly invoices provided by the SCO for services rendered.

It is understood that, pursuant to Education Code section 14505(a), 10% of the audit fees will be withheld until the State Controller certifies that the audit report conforms to the reporting provisions of *Standards and Procedures for Audits of California K-12 Local Educational Agencies*.

In accordance with federal indirect cost proposal guidelines (*OMB Circular A-87*), current-year costs will be billed based on the approved provisional indirect cost rate.

The district will provide or arrange for adequate office facilities (exclusive of equipment, supplies, or services) for consummation of work.

Copies of each audit report herein required shall be prepared and substantially bound by the SCO for filing with the California Department of Education, the Monterey County Office of Education, and the Federal Audit Clearinghouse. In addition, ten copies of the bound audit report and one unbound copy shall be provided to the district.

The agreement shall be effective for the period of April 1, 2012, through March 30, 2013, and may be amended or extended upon mutual agreement set forth in writing by both parties.

County of Monterey

JOHN CHIANG, State Controller

\_\_\_\_\_  
Dr. John C. Bernard  
Administrator/Trustee  
South Monterey County Joint Union High School District

\_\_\_\_\_  
Jennifer Chavez      Tom Yowell  
Manager, Budget Office      Acting Chief, Administration  
State Controller's Office      & Disbursements Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Grundhoffer  
Chief Business Official  
South Monterey County Joint Union High School District

\_\_\_\_\_  
Date

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD**

**SUBJECT:** Contract with Facility Inspection Services

**MEETING:** April 17, 2012

**AGENDA SECTION:**

- ACTION
- INFORMATION
- ACTION/CONSENT

---

Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

School districts are required to annually complete the Facilities Inspection Tool report. Facility Inspection Services performed this task in 2010-11.

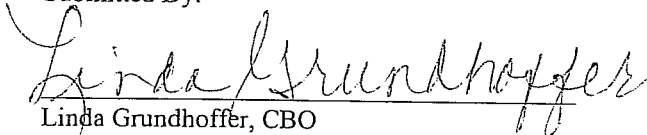
Recommendation:

Approve the contract with Facility Inspection Services.

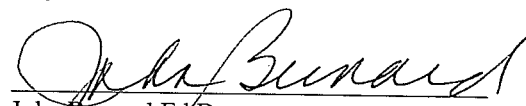
Fiscal Impact:

\$1,200

Submitted By:

  
Linda Grundhoffer, CBO

Approved:

  
John Bernard Ed.D.  
State Administrator

**FACILITY INSPECTION AGREEMENT**  
**Between**  
**Facility Inspection Services**  
**And**  
**SOUTH MONTEREY COUNTY HIGH SCHOOL DISTRICT**

This FACILITY INSPECTION AGREEMENT is entered into this 2<sup>nd</sup> day of April 2012 (the "Agreement") by and between **South Monterey County HSD**, (hereinafter "District"), and **Facility Inspection Services**, a California company (hereinafter "FIS"), each being a "Party" and collectively the "Parties".

**RECITALS**

WHEREAS, FIS is specifically skilled, trained, experienced, and competent to render the Services (as defined below); and

WHEREAS, it is necessary and desirable that FIS be retained by the District for the purpose of performing the Services on the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The "Agreement Period" begins April 2<sup>nd</sup>, 2012 (the "Effective Date") and will automatically expire on June 30<sup>th</sup>, 2012 (the "Expiration Date").
2. **Services.** During the Agreement Period, FIS agrees to provide to District and District agrees to purchase the services below (the "Services").

**Inspection Services.**

- (i) FIS shall have an Inspector to conduct one (1) visual inspection of each school facility of District (each a "School Facility" and collectively, "School Facilities") for the limited purpose of completing the "FIT" developed by OPSC, provide FIS's opinion as to (A) whether each School Facility is in "good repair" as defined in the California Education Code ("CEC") Section 17002(d)(1); and (B) each School Facility "rating" pursuant to CEC Section 17002(d)(2) (the "Inspection").
- (ii) The Inspector shall take photographs of the conditions such Inspector determines, in his or her sole and absolute discretion, to be deficient.
- (iii) FIS shall provide an initial draft of the FIT to District for review. Subject to FIS's right to conduct an additional inspection of the School Facility, if the District completes and signs FIS's form of liability waiver and certifies that the School Facility conditions listed as deficient or extremely deficient on the FIT have been repaired and such conditions are now in "good repair" (as defined in the CEC), FIS may, at its sole and absolute discretion, update the rating set forth in the final draft of the FIT.
- (iv) Upon completion of the Inspection and District's approval of the final FIT, FIS shall deliver to District one (1) electronic copy of the FIT report for each school and all the photographs taken related to the FIT

**3. Payment of Fees.**

- a. **Fees.** For the Services provided pursuant to the terms of this Agreement, District agrees to pay FIS **\$1,200.00** (the "Fee") as indicated in the "Price Quote for Services."

- b. **Payment Plan.** The Fee is payable in one installment, installment of **\$1,200.00** is due upon delivery of Final FIT to District .
  - c. **Travel; Lodging Expenses.** All travel and lodging expenses incurred by FIS in connection with the Services are included in the Fee.
  - d. **Late Fee.** Payment of the Fee is due on the date set forth in Section 4(b) above and a late fee of ten percent (10%) will be charged to District if the Fee is not paid in full on such date.
4. **District Acknowledgement.** District hereby acknowledges and agrees to the following: (a) the FIT contains the minimum inspection criteria required by the CEC; (b) if an Inspector determines that a condition not expressly identified in the FIT constitutes a deficiency, the Inspector may note such deficiency on the FIT; (c) while some critical conditions are identified on the FIT as extreme deficiencies, the list under each section of the FIT is not exhaustive; (d) in the opinion of FIS, if a condition deficiency requires immediate attention and, if left unmitigated, could cause severe and immediate injury, illness or death of the occupants, an Inspector may record this deficiency as an extreme deficiency and generate a poor rating; (e) the FIT is designed to evaluate each School Facility within a reasonable range of facility conditions and it is possible that the Inspector may identify critical School Facility conditions that result in an overall school rating that does not reflect the urgency and severity of those deficiencies and/or does not match the ratings description on the FIT and in such instances, the Inspector may reduce the resulting school score by one (1) or more grade categories and describe the reasons for the reduction in the FIT; (f) the Inspector cannot be expected to discover all defective conditions of a School Facility and therefore the opinion of the Inspector or FIS may not accordingly reflect the actual condition of the School Facility or School Facilities; (g) the Inspector and the Inspection are limited by the terms and conditions of this Agreement and the fact that the Inspection is a visual inspection only; (h) neither FIS nor the Inspector shall conduct any repairs or contract to repair any deficient items reported on the FIT; (i) the Services provided herein do not include assistance relating to the California Office of Public School Construction's Deferred Maintenance Program or School Facility Program; (j) FIS is not a building, engineering, plumbing, roofing, electrical, fire protection, flooring or warm air heating, ventilation or air conditioning contractor; and (k) the Inspection Services provided hereunder are for the limited purpose of conducting a visual inspection of the School Facility to complete the FIT and provide an opinion of the rating of the School Facility in order to compile such information into the SARC for District.
5. **Waiver.** District hereby voluntarily waives, releases and forever discharges, and has no right to make a claim or file a lawsuit against FIS or any persons associated with FIS for any injuries (including death or damage to property) resulting from FIS's performance of its obligations under this Agreement, including, without limitation, the Inspection and completion of the FIT, unless and only to the extent that such damage is caused by the willful misconduct of FIS.
6. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A and the Price Quote for Services, is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
7. **Exhibits.** All exhibits referred to in this Agreement are attached hereto and incorporated herein by this reference.
8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a Party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, District and FIS have made and executed this Agreement as set forth below.

FIS:

**Facility Inspection Services**

DISTRICT:

**SOUTH MONTEREY COUNTY HIGH SCHOOL  
DISTRICT**

Signature: Scott Newmann  
Date Signed: 3/20/12

Print Name: Scott Newmann  
Title: President  
Company: Facility Inspection Services  
Address: 7237 San Luis  
Carlsbad, CA 92011  
Phone: (928) 897-9220  
Email: facilityinspectionsservices@gmail.com

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Print Name: LINDA GRUNDHOFFER  
Title: CHIEF BUSINESS OFFICIAL  
Address: 800 BROADWAY  
KING CITY, CA. 93930  
Phone: 831-385-0606  
Fax: 831-385-0695  
Email: BUSOFFICE@KINGCITY.K12.CA.US



## EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent FIS.** FIS's services purchased by Customer and described in the Agreement (the "Services") detail the initial scope of services anticipated by FIS as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If FIS determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, FIS reserves the right to increase the Fee to compensate for the unanticipated or additional services. This Agreement is not for lobbying services and FIS is not being retained to provide lobbying services to District. The parties agree that Facilities Inspection Services is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Payment.** For purposes of the Agreement, the Fee and any other applicable fee pursuant to the Agreement shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by FIS as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives FIS's invoice.
3. **Termination.** Either party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than thirty (30) days prior to expiration of the Agreement Period. The effective date of termination shall be the expiration of such Agreement Period. Upon termination, FIS will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of FIS's invoice. If District terminates this Agreement, it shall not be entitled to any reimbursement of the Fee. Except as set forth in this Section 3, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 3.
4. **Notice.** All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by FIS for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that FIS's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that FIS's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. FIS has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other party, FIS or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** FIS may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. FIS performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. FIS, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code Sections 49073 et seq. at all times.
9. **Confidential and Proprietary Materials of FIS.** During performance of the Agreement, FIS may provide materials or disclose information to District that FIS considers proprietary or confidential including, but not limited to FIS's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("FIS's Materials"). District agrees that District acquires no interest of any kind in FIS's Materials. At all times during and after the Agreement Period, District agrees (a) to keep FIS's Materials in confidence and trust for FIS; (b) not to disclose, duplicate or otherwise use FIS's Materials, except in furtherance of FIS's performance per the Agreement; (c) to limit access to FIS's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of FIS's Materials to FIS after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall FIS's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by FIS under this Agreement. FIS shall not be liable for any consequential damages. District shall defend, indemnify and hold harmless FIS and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to FIS's performance of the Services, unless it is finally determined to have arisen solely from FIS's gross negligence or willful misconduct. FIS shall defend, indemnify and hold harmless District, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute, or otherwise, arising out of or in connection with or relating to FIS's performance of the Services if it is finally determined to have arisen solely from FIS's gross negligence or willful misconduct.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et. seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. FIS shall have the full power and authority to interpret, construe and administer the Agreement and FIS's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
15. **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD**

**SUBJECT:** Williams 3<sup>rd</sup> Quarter Report

**MEETING:** April 17, 2012

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Williams 3<sup>rd</sup> Quarter Report update on items completed.

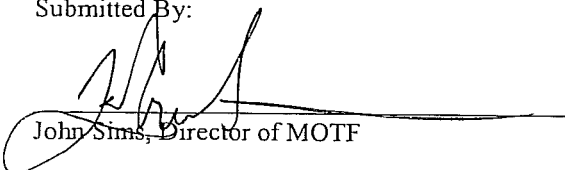
Recommendation:

This is an information item only.

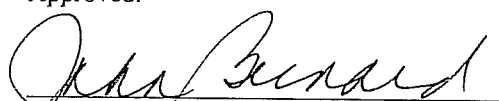
Fiscal Impact:

None at this time.

Submitted By:

  
John Sims, Director of MOTF

Approved:

  
John Bernard Ed.D.  
State Administrator

**WILLIAMS SETTLEMENT LEGISLATION**  
**SECOND QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNIFIED SCHOOL DISTRICT**  
**JANUARY 2012**

This report summarizes the results of the Williams Site Visits and documentation reviews at deciles 1, 2, and 3 schools (2009 Base API) for the months of August - September 2011.

**SCHOOL FACILITIES:**

Schools were reviewed for condition of facilities, whether they were in "good repair"\* or pose an "emergency"\*\* as noted below:

School	Review Date	Room/Area	Facility Deficiencies Identified	Category	Emergency	Correction/Action Taken	Corrected On
Greenfield HS	8/23/11	Admin BLDG	Paint peeling on down spouts/gutters.	Hazardous materials			
		Rm 101	Carpet tears and waves/trip/stained ceiling tiles.	Interior surfaces			
		Rm 106	Water stains ceiling tiles-carpet tears and waves/trip hazard/floor elect. Cover broke/trip hazard.	Interior surfaces		Floor electrical cover repaired	2-14-12
		Rm 202	Water stains ceiling tiles/carpet has tears.	Interior surfaces			
		Rm 205	Carpet tears and waves/trip hazard.	Interior surfaces			
		Rm 203	Carpet tears and waves/trip hazard.	Interior surfaces			
		Rm 204	Carpet tears and waves/trip hazard/elect. covers broken (Trip hazard).	Interior surfaces		Electrical covers repaired	7-8-11
		P-Rm 603	Carpet tears and waves/trip hazard. Rust under exterior eaves.	Interior surfaces, Hazardous materials.			
		P-Rm 605	Carpet tears and waves/trip hazard.	Interior surfaces			
		P-Rm 608	Exposed wires (Computer and phone lines)	Electrical		Cover plate installed	12-14-11
		P-Rm 609	Carpet tears and waves/trip hazard/missing baseboard on back wall. book case is not anchored.	Interior surfaces		Baseboard replaced	7-20-11
		Gymnasium	Damaged louvered vent. Apparent block floor drain.	Interior surfaces, restroom		Damaged louvers removed	12-14-11

\*"Good repair" means the facilities are clean, safe and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

\*\*"Emergency condition" means a facility condition that poses a threat to the health or safety of pupils or staff while at school.

**WILLIAMS SETTLEMENT LEGISLATION  
SECOND QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNIFIED SCHOOL DISTRICT  
JANUARY 2012**

This report summarizes the results of the Williams Site Visits and documentation reviews at deciles 1, 2, and 3 schools (2009 Base API) for the months of August - September 2011.

**SCHOOL FACILITIES:**

Schools were reviewed for condition of facilities, whether they were in "good repair" or pose an "emergency" as noted below:

School	Review Date	Room/Area	Facility Deficiencies Identified	Category	Emergency	Correction/Action Taken	Corrected On
Greenfield HS (CONT)	8/23/11	Men's Locker Rm	Missing bubbler on exterior drinking fountain. 2 <sup>nd</sup> , 3 <sup>rd</sup> , and 4 <sup>th</sup> faucets are no working.	Sinks/fountains			
		Boys RR	Leaking flush valve.	Restroom		Flush valve repaired	2-16-12
		Women's Locker Rm	Missing exterior fountain. Last faucet does not work.	Sinks/fountains			
		Training Rm	Water damage on wall.	Interior surfaces		Wall Repaired	7-21-11
		Rm 405 VIS-ART	Water stains ceiling tiles/outside hallway.	Interior surfaces			
		AUTO shop	Elect. closet needs better ventilation.	MECH/HVAC			
		Girls RR	No water exterior fountains, handicap door sticks.	Sinks/fountains		Water restored to outside fountain.	4-4-12
		Student Union	Water stains ceiling tile outside entry/door stop is broken, interior door on west side entrance is damage.	Interior surfaces, windows/doors/gates/fences			
		Men's RR	Water stains ceiling/paint bubbling due to moisture.	Interior surfaces		Ceiling repaired and painted	7-26-11
		Library	Some lights on main floor do not work, Paint peeling on down spouts and gutters.	Electrical, hazardous materials			
		Outdoor courts	Basketball courts: missing cover tile @ Volleyball pole location.	Playground/school grounds			

\*\*"Good repair" means the facilities are clean, safe and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

\*\*\*"Emergency condition" means a facility condition that poses a threat to the health or safety of pupils or staff while at school.

**WILLIAMS SETTLEMENT LEGISLATION**  
**SECOND QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNIFIED SCHOOL DISTRICT**  
**JANUARY 2012**

This report summarizes the results of the Williams Site Visits and documentation reviews at deciles 1, 2, and 3 schools (2009 Base API) for the months of August - September 2011.

**SCHOOL FACILITIES:**

Schools were reviewed for condition of facilities, whether they were in "good repair"\* or pose an "emergency"\*\*\* as noted below:

School	Review Date	Room/Area	Facility/Deficiencies Identified	Category	Emergency	Correction/Action Taken	Corrected On
King City HS	8/22/11	Rm 181	Hole in window.	Windows/doors/gates/fences			
		Rm 184	Dry rot on exterior beams.	Structural damage			
		Rm 197	Bookcase is not secured to wall.	Interior surfaces		Bookcase removed	3-28-12
		Rm 194	Fan is loud/rattling	MECH/HVAC		Fan checked out to be OK	8-11
		Rm 193/SHOP	Dry rot header and walls note: Guards missing on grinders.	Structural Damage			
		Rm 191	Termites in baseball.	Pest/Vermin Infestation			
		Cafeteria	Floor tile missing at entry to food line.	Interior surfaces		Tile replaced	3-30-12
		Kitchen	Tile missing, light panel missing/elect panel has water stains on casing (See pic).	Interior surfaces, Electrical		Tile replaced and elect. Panel corrected	4-4-12
		RR	Exhaust not working.	MECH/HVAC		Fans repaired	4-4-12
		Gymnasium	Water stains ceiling tiles/ceiling tiles missing	Interior surfaces		Roof & Tiles to be replaced during summer MOD	Summer 2012
		Girls RR	Exhaust fan not working.	MECH/HVAC		To be replaced during summer MOD	Summer 2012
		Rm 122	Damaged room divider. Bookcase not secured to wall.	Structural damage		Bookcase secured	1-4-12
		Rm 131	Water stains ceiling tiles.	Interior surfaces		Replaced	7-18-11
	Rm 133	Water stains ceiling tiles.	Interior surfaces		Replaced	7-18-11	

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**WILLIAMS SETTLEMENT LEGISLATION**

**SECOND QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNIFIED SCHOOL DISTRICT  
JANUARY 2012**

This report summarizes the results of the Williams Site Visits and documentation reviews at deciles 1, 2, and 3 schools (2009 Base API) for the months of August - September 2011.

**SCHOOL FACILITIES:**

Schools were reviewed for condition of facilities, whether they were in "good repair"\* or pose an "emergency"\*\*\* as noted below:

School	Review Date	Room/Area	Facility Deficiencies Identified	Category	Emergency	Correction/Action Taken	Corrected On
King City HS (CONT)		Boys RR	Damaged sinks.	Sinks/fountains			
	8/22/11	Rm 173	Floor worn by entry door.	Interior surfaces			
		Rm 171	Water stains ceiling tiles room not in use.	Interior surfaces		Replaced during MOD	7-28-11
		DRAMA 162	Paint chipping at base and doors.	Hazardous materials		Repainted	4-4-12
		Mens RR	Faucet leaks.	Sinks/fountains		Repaired	4-4-12
		Auditorium	Damaged doors on southeast exit.	Windows/doors/gates/fences			
		Library	Exposed wires on northeast exterior eve/ Copy machine blocking electrical panel. Daisy chained ext. cords in office.	Electrical		Exposed wires fixed and copy machines moved	7-21-11
		Ext. Admin Bld	Termite and dry out at bean ends.	Pest/Vermin Infestation			
		Girls RR 161 Bld	2 Faucets damaged.	Restroom			
		Rm 101	2 windows broken.	Windows/doors/gates/fences		Replaced during MOD	9-19-11
		Rm 104	1 broken window.	Windows/doors/gates/fences		Replaced during MOD	9-19-11
		Boys Locker Rm	Paint chipping at doors and windows.	Interior surfaces		Re-Painted	1-5-12
	Weight Rm	Stained and broken ceiling tile and Door hardware damaged at 2 doors.	Interior surfaces and Windows/doors/gates/fences		Replaced	9-14-11	

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**WILLIAMS SETTLEMENT LEGISLATION**

**SECOND QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNIFIED SCHOOL DISTRICT  
JANUARY 2012**

This report summarizes the results of the Williams Site Visits and documentation reviews at deciles 1, 2, and 3 schools (2009 Base API) for the months of August - September 2011.

**SCHOOL FACILITIES:**

Schools were reviewed for condition of facilities, whether they were in "good repair"\* or pose an "emergency"\*\*\* as noted below:

School	Review Date	Room/Area	Facility Deficiencies Identified	Category	Emergency	Correction/Action Taken	Corrected On
King City HS (CONT)		Girls RR at Stadium	Windows broken are missing.	Windows/doors/gates/fences			
	8/22/11	Boys RR at Stadium	Windows missing.	Windows/doors/gates/fences			

\*"Good repair" means the facilities are clean, safe and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

\*\*\*"Emergency condition" means a facility condition that poses a threat to the health or safety of pupils or staff while at school.

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD**

**SUBJECT:** Monthly Cash Flow Report

**MEETING:** April 17, 2012

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

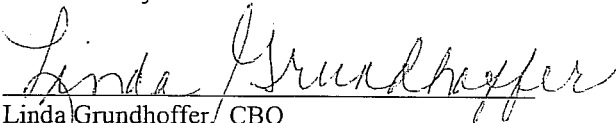
The monthly Cash Flow Report includes actual cash output through the prior month and gives an estimate of cash expenditures through June of the current year. As of the end of March, the district is showing a positive ending cash balance for the 2011-12 year.

Recommendation:

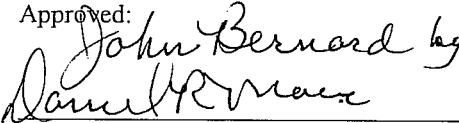
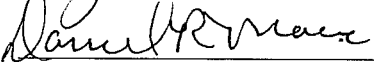
Information only.

Fiscal Impact:

Submitted By:

  
Linda Grundhoffer, CBO

Approved:

John Bernard Ed.D.  
State Administrator



Object	July	August	September	October	November	December
<b>ACTUALS THROUGH THE MONTH OF</b> (Enter Month Name):						
<b>A. BEGINNING CASH</b>	615,705.03	581,149.49	(348,719.59)	1,911,348.47	604,685.17	(576,010.52)
<b>B. RECEIPTS</b>						
Revenue Limit Sources						
Property Taxes	34,082.95	(26,324.47)	42,484.00	5,267.57	21,519.23	2,491,464.50
Principal Apportionment						
Miscellaneous Funds	2,466.31	3,511.10	1,601,783.00	252,909.96		
Federal Revenue		432,901.62	3,543.09	3,471.83	3,376.77	3,414.61
Other State Revenue	163,850.00	74,555.00	334,527.54	(1,156.93)	62,708.00	19,897.98
Other Local Revenue	4,754.38	37,970.88	102,411.05	171,560.37	83,915.00	354,982.00
Interfund Transfers In				83,630.11	89,300.53	48,805.24
All Other Financing Sources			2,000,000.00		0.00	
Other Receipts/Non-Revenue		24,035.71				
<b>TOTAL RECEIPTS</b>	205,153.64	546,649.84	4,084,748.68	515,682.91	260,819.53	2,918,564.33
<b>C. DISBURSEMENTS</b>						
Certificated Salaries	101,510.24	710,839.43	716,370.62	742,767.05	747,876.59	48,027.44
Classified Salaries	131,602.39	207,980.99	205,191.54	192,815.19	191,338.31	222,492.23
Employee Benefits	77,144.36	414,212.24	332,140.96	349,822.65	278,230.74	62,867.30
Books, Supplies and Services	297,553.81	156,352.49	172,588.24	235,687.77	182,040.86	348,424.53
Capital Outlay						
Other Outgo	20,043.97	42,092.34	986,200.16	19,584.29	42,092.34	0.00
Interfund Transfers Out						
All Other Financing Uses						
Other Disbursements/						
Non Expenditures	(17.11)	816,472.45	(127.30)	(104.02)	(63.62)	
<b>TOTAL DISBURSEMENTS</b>	627,837.66	2,347,949.94	2,412,364.22	1,540,572.93	1,441,515.22	681,811.50
<b>D. PRIOR YEAR TRANSACTIONS</b>						
Accounts Receivable	619,841.15	1,036,195.64	724,297.99	(326,322.30)	0.00	0.00
Accounts Payable	231,712.67	164,764.62	136,614.39	(44,549.02)	0.00	(22,971.57)
<b>TOTAL PRIOR YEAR TRANSACTIONS</b>	388,128.48	871,431.02	587,683.60	(281,773.28)	0.00	22,971.57
<b>E. NET INCREASE/DECREASE (B - C + D)</b>	(34,555.54)	(929,869.08)	2,260,068.06	(1,306,663.30)	(1,180,695.69)	2,259,724.40
<b>F. ENDING CASH (A + E)</b>	581,149.49	(348,719.59)	1,911,348.47	604,685.17	(576,010.52)	1,683,713.88
<b>G. ENDING CASH, PLUS ACCRUALS</b>						

Object	January	February	March	April	May	June	Accruals	TOTAL
<b>ACTUALS THROUGH THE MONTH OF</b> (Enter Month Name):								
<b>A. BEGINNING CASH</b>	1,683,713.88	2,950,902.00	1,879,603.81	1,612,471.77	2,036,216.67	935,777.95		
<b>B. RECEIPTS</b>								
Revenue Limit Sources								
Property Taxes	54,107.00	101,578.10	93,846.71	1,781,792.41	0.00	0.00		4,599,818.00
Principal Apportionment	2,904,613.00	0.00	240,100.00	0.00	0.00	0.00	1,178,197.04	6,177,603.00
Miscellaneous Funds	(114,711.58)	(13,513.37)	3,318.70	44,272.18	44,272.18	44,272.18		27,694.00
Federal Revenue	35,907.00	133,870.76	450,932.17	15,259.18	91,048.96	75,274.50	251,135.50	1,567,778.74
Other State Revenue	610,731.04	83,408.00	174,915.64	121,541.30	187,845.85	42,406.15	316,757.11	2,720,995.00
Other Local Revenue	314,820.48	27,258.68	67,240.77	73,141.00	185,683.67	61,460.89	132,862.01	1,229,339.69
Interfund Transfers In	0.00	0.00	0.00			46,256.00		46,256.00
All Other Financing Sources		2,001,032.95						4,001,032.95
Other Receipts/Non-Revenue			644,503.39			(24,035.71)		644,503.39
<b>TOTAL RECEIPTS</b>	3,805,466.94	2,333,635.12	1,674,857.38	2,036,006.07	508,850.66	245,634.01	1,878,951.66	21,015,020.77
<b>C. DISBURSEMENTS</b>								
Certificated Salaries	1,428,182.13	704,384.21	730,697.21	761,846.63	761,846.63	101,507.31	42,868.41	7,598,723.90
2000-2999	195,356.87	191,846.95	192,351.79	191,846.95	191,846.95	220,288.25	22,255.78	2,357,214.19
3000-3999	440,199.68	259,421.08	266,208.24	265,720.30	265,720.30	203,509.12	6,654.48	3,221,851.45
4000-5999	166,545.04	160,082.31	149,861.20	271,595.10	318,116.00	304,495.00	1,234,116.19	3,997,458.54
6000-6599								0.00
7000-7499	(944,107.82)	716,297.38	406,021.43	121,252.19	71,759.50	71,759.50	259,786.72	1,812,782.00
7600-7629		2,001,032.95	0.00			175,601.00		2,176,633.95
7630-7699								0.00
Other Outgo								
Interfund Transfers Out								
All Other Financing Uses								
Other Disbursements/								
Net Expenditures	1,252,102.92	(628,131.57)	261,323.55			(557,559.87)		1,143,895.43
<b>TOTAL DISBURSEMENTS</b>	2,538,278.82	3,404,933.31	2,006,463.42	1,612,261.17	1,609,289.38	519,600.31	1,565,681.58	22,308,559.46
<b>D. PRIOR YEAR TRANSACTIONS</b>								
Accounts Receivable			64,474.00					2,118,486.48
Accounts Payable								465,571.09
<b>TOTAL PRIOR YEAR TRANSACTIONS</b>			64,474.00					2,584,057.57
<b>E. NET INCREASE/DECREASE (B - C + D)</b>	1,267,188.12	(1,071,298.19)	(267,132.04)	423,744.90	(1,100,438.72)	(273,966.30)	313,270.08	359,376.70
<b>F. ENDING CASH (A + E)</b>	2,950,902.00	1,879,603.81	1,612,471.77	2,036,216.67	935,777.95	661,811.65		
<b>G. ENDING CASH, PLUS ACCRUALS</b>								975,081.73

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD**

**SUBJECT:** Monthly Board Report of Revenues and Expenditures

**MEETING:** April 17, 2012

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

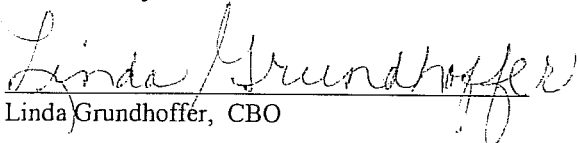
The Board Report of Revenues and Expenditures is provided monthly for the Board's information. The report includes the adopted budget, current working budget and actual activity to date for all funds of the district.

Recommendation:

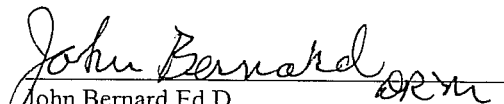
Information Only

Fiscal Impact:

Submitted By:

  
Linda Grundhoffer, CBO

Approved:

  
John Bernard Ed.D.  
State Administrator

# Board Report

From 7/1/2011 thru 3/31/2012

fund: 01 General Fund

	Approved	Working	Expend Current	Year To Date	Encumbered	Unencumbered Balance	%
<b>**** Total Adjusted Beginning Balance</b>	<b>\$1,039,406.19</b>	<b>\$2,275,324.48</b>	<b>\$2,275,324.48</b>	<b>\$2,275,324.48</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>
01100 Revenue Limit State Aid - Current Year	\$6,059,759.00	\$6,177,603.00	\$4,746,496.00	\$4,746,496.00	\$0.00	\$1,431,107.00	23.17
01900 Revenue Limit State Aid - Prior Years	\$0.00	\$0.00	\$252,909.96	\$252,909.96	\$0.00	(\$252,909.96)	0.00
02100 Home Owners Exemption	\$26,000.00	\$26,000.00	\$13,961.43	\$13,961.43	\$0.00	\$12,038.57	46.30
04100 Secured Tax Rolls	\$4,369,500.00	\$4,397,809.00	\$2,440,581.41	\$2,440,581.41	\$0.00	\$1,957,227.59	44.50
04200 Unsecured Roll Taxes	\$165,000.00	\$165,000.00	\$166,588.16	\$166,588.16	\$0.00	(\$1,588.16)	(0.96)
04300 Prior Years' Taxes	\$160,000.00	\$160,000.00	\$134,971.62	\$134,971.62	\$0.00	\$25,028.38	15.64
04400 Supplemental Taxes	\$25,000.00	\$25,000.00	\$26,480.16	\$26,480.16	\$0.00	(\$1,480.16)	(5.92)
04700 Community Redevelopment Funds	\$28,309.00	\$28,309.00	\$20,390.17	\$20,390.17	\$0.00	\$7,918.83	27.97
04800 Penalties and Interest from Delinquent Taxes	\$0.00	\$0.00	\$15,052.64	\$15,052.64	\$0.00	(\$15,052.64)	0.00
09200 PERS Reduction Transfer	\$33,116.00	\$27,694.00	\$29,743.74	\$29,743.74	\$0.00	(\$2,049.74)	(7.40)
09600 Transfers to Charter Schools In-Lieu of Property Tax	(\$220,000.00)	(\$202,300.00)	(\$134,866.28)	(\$134,866.28)	\$0.00	(\$67,433.72)	33.33
08100 Special Education - Entitlement per UDC	\$356,305.00	\$393,536.00	\$321,658.43	\$321,658.43	\$0.00	\$71,877.57	18.26
09000 All Other Federal Revenues	\$1,091,599.00	\$1,174,242.74	\$813,402.17	\$813,402.17	\$0.00	\$360,840.57	30.73
08110 Other State Apportionments - Current Year	\$593,488.00	\$627,110.00	\$398,370.93	\$398,370.93	\$0.00	\$228,739.07	36.48
05000 Mandated Cost Reimbursements	\$0.00	\$69,361.00	\$69,361.00	\$69,361.00	\$0.00	\$0.00	0.00
06000 State Lottery Revenue	\$211,904.00	\$269,724.00	\$73,774.00	\$73,774.00	\$0.00	\$195,950.00	72.65
09000 All Other State Revenues	\$1,722,904.00	\$1,754,800.00	\$1,510,938.66	\$1,510,938.66	\$0.00	\$243,861.34	13.90
02500 Comm. Redevelop. Fds Not Sub. to RL Deduct.	\$30,000.00	\$26,419.00	\$26,700.29	\$26,700.29	\$0.00	(\$281.29)	(1.06)
05000 Leases and Rentals	\$26,800.00	\$12,500.00	\$17,479.80	\$17,479.80	\$0.00	(\$4,979.80)	(39.84)
06000 Interest	\$4,000.00	\$4,000.00	\$3,539.67	\$3,539.67	\$0.00	\$460.33	11.51
06200 Gains or Losses on Investments	\$0.00	\$2,408.00	\$2,042.34	\$2,042.34	\$0.00	\$365.66	15.19
07700 Interagency Services Between LEAs	\$50,000.00	\$50,000.00	\$7,227.21	\$7,227.21	\$0.00	\$42,772.79	85.55
09900 All Other Local Revenues	\$268,500.00	\$394,088.69	\$299,497.81	\$299,497.81	\$0.00	\$94,590.88	24.00

# Board Report

From 7/1/2011 thru 3/31/2012

nd: 01 General Fund

	Approved	Working	Expended Current	Year To Date	Encumbered	Unencumbered Balance	%
79200 Transfers of Apportionments From County Offices	\$650,000.00	\$739,924.00	\$419,705.00	\$419,705.00	\$0.00	\$320,219.00	43.28
91900 Other Authorized Interfund Transfers In	\$0.00	\$46,256.00	\$0.00	\$0.00	\$0.00	\$46,256.00	100.00
93100 Emergency Apportionments	\$2,000,000.00	\$2,000,000.00	\$4,001,032.95	\$4,001,032.95	\$0.00	(\$2,001,032.95)	(100.05)
98000 Contributions from Unrestricted Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
99000 Contributions/Transfers from Restricted Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
<b>**** 8000 Totals</b>	\$17,652,184.00	\$18,369,484.43	\$15,677,039.27	\$15,677,039.27	\$0.00	\$2,692,445.16	14.66
<b>**** Total Income &amp; Beginning Balance</b>	\$18,691,590.19	\$20,644,808.91	\$17,952,363.75	\$17,952,363.75	\$0.00	\$2,692,445.16	13.04
10000 Teachers' Salaries	\$5,770,366.00	\$6,091,851.90	\$4,818,653.37	\$4,818,653.37	\$0.00	\$1,273,198.53	20.90
10000 Substitute Teachers	\$173,850.00	\$167,350.00	\$136,020.39	\$136,020.39	\$0.00	\$31,329.61	18.72
10030 Teachers Salaries - Hourly	\$14,120.00	\$42,400.00	\$31,710.00	\$31,710.00	\$0.00	\$10,690.00	25.21
10060 Teachers Salaries - Stipends	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
20000 Certificated Pupil Support Salaries	\$195,612.00	\$183,003.00	\$137,251.80	\$137,251.80	\$0.00	\$45,751.20	25.00
30000 Certificated Supervisors' and Administrators' Salaries	\$1,036,755.00	\$940,022.00	\$695,266.98	\$695,266.98	\$0.00	\$244,755.02	26.04
40010 Certificated Supervisor and Administrator Salaries-Su	\$32,000.00	\$30,872.00	\$30,872.38	\$30,872.38	\$0.00	(\$0.38)	0.00
40020 Other Certificated Salaries - Other	\$90,000.00	\$90,000.00	\$32,575.00	\$32,575.00	\$0.00	\$57,425.00	63.81
40030 Other Certificated Salaries - Hourly	\$0.00	\$42,225.00	\$41,345.00	\$41,345.00	\$0.00	\$880.00	2.08
40060 Other Certificated Salaries - Stipend	\$16,000.00	\$11,000.00	\$6,960.00	\$6,960.00	\$0.00	\$4,040.00	36.73
<b>**** 1000 Totals</b>	\$7,342,703.00	\$7,598,723.90	\$5,930,654.92	\$5,930,654.92	\$0.00	\$1,668,068.98	21.95
0000 Instructional Aides' Salaries	\$296,464.30	\$353,862.00	\$260,525.84	\$260,525.84	\$0.00	\$93,336.16	26.38
0010 Instructional Aides- Substitute	\$5,000.00	\$6,000.00	\$2,140.05	\$2,140.05	\$0.00	\$3,859.95	64.33
0030 Instructional Aides Salaries - Hourly	\$5,000.00	\$5,000.00	\$1,276.03	\$1,276.03	\$0.00	\$3,723.97	74.48
0000 Classified Support Salaries	\$1,055,617.40	\$863,493.00	\$650,879.90	\$650,879.90	\$0.00	\$212,613.10	24.62
0010 Substitute Classified Support Salaries	\$10,000.00	\$34,000.00	\$30,796.42	\$30,796.42	\$0.00	\$3,203.58	9.42
0030 Classified Support Salaries - Hourly	\$7,000.00	\$21,873.00	\$15,228.54	\$15,228.54	\$0.00	\$6,644.46	30.38

# Board Report

From 7/1/2011 thru 3/31/2012

nd: 01 General Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
20050 Classified Support Salaries - Overtime	\$64,500.00	\$36,300.00	\$25,253.54	\$25,253.54	\$0.00	\$11,046.46	30.43
30000 Classified Supervisors' and Administrators' Salaries	\$481,180.00	\$479,506.00	\$360,867.42	\$360,867.42	\$0.00	\$118,638.58	24.74
40000 Clerical & Office Salaries	\$446,881.19	\$453,857.19	\$332,385.64	\$332,385.64	\$0.00	\$121,471.55	26.76
40010 Substitute Clerical and Office Salaries	\$0.00	\$604.00	\$603.88	\$603.88	\$0.00	\$0.12	0.02
40030 Clerical and Office Salaries - Hourly	\$0.00	\$18,630.00	\$14,040.98	\$14,040.98	\$0.00	\$4,589.02	24.63
40050 Clerical and Office Salaries - Overtime	\$0.00	\$902.00	\$2,115.77	\$2,115.77	\$0.00	(\$1,213.77)	(134.56)
90020 Other Classified Salaries - Other	\$82,500.00	\$82,500.00	\$34,175.00	\$34,175.00	\$0.00	\$48,325.00	58.58
90050 Other Classified Salaries - Overtime	\$0.00	\$687.00	\$687.25	\$687.25	\$0.00	(\$0.25)	(0.04)
<b>**** 2000 Totals</b>	<b>\$2,454,142.89</b>	<b>\$2,357,214.19</b>	<b>\$1,730,976.26</b>	<b>\$1,730,976.26</b>	<b>\$0.00</b>	<b>\$626,237.93</b>	<b>26.57</b>
01010 State Teachers' Retirement Svstem. certificated	\$562,905.00	\$576,477.00	\$463,949.44	\$463,949.44	\$0.00	\$112,527.56	19.52
02020 Public Employees' Retirement Svstem. classified	\$249,062.45	\$240,855.45	\$175,620.27	\$175,620.27	\$0.00	\$65,235.18	27.08
01010 Social Security/Medicare/Alternative. certificated	\$103,180.00	\$107,473.00	\$81,601.73	\$81,601.73	\$0.00	\$25,871.27	24.07
02020 Social Security/Medicare/Alternative. classified	\$185,376.00	\$177,732.00	\$125,901.97	\$125,901.97	\$0.00	\$51,830.03	29.16
01010 Health & Welfare Benefits. certificated	\$913,372.00	\$914,213.00	\$708,696.50	\$708,696.50	\$0.00	\$205,516.50	22.48
02020 Health & Welfare Benefits. classified	\$559,142.00	\$513,257.00	\$372,088.15	\$372,088.15	\$0.00	\$141,168.85	27.50
01010 State Unemployment Insurance. certificated	\$114,225.00	\$116,066.00	\$93,564.56	\$93,564.56	\$0.00	\$22,501.44	19.39
02020 State Unemployment Insurance. classified	\$40,675.00	\$43,929.00	\$32,017.19	\$32,017.19	\$0.00	\$11,911.81	27.12
01010 Worker's Compensation Insurance. certificated	\$174,179.00	\$177,625.00	\$142,121.22	\$142,121.22	\$0.00	\$35,503.78	19.99
02020 Worker's Compensation Insurance. classified	\$60,662.00	\$58,077.00	\$41,048.88	\$41,048.88	\$0.00	\$17,028.12	29.32
01010 Retiree Benefits. certificated	\$135,000.00	\$83,965.00	\$72,201.55	\$72,201.55	\$0.00	\$11,763.45	14.01
02020 Retiree Benefits. classified	\$45,000.00	\$32,028.00	\$22,256.96	\$22,256.96	\$0.00	\$9,771.04	30.51
0200 PERS Reduction. Classified	\$32,306.00	\$27,694.00	\$29,739.78	\$29,739.78	\$0.00	(\$2,045.78)	(7.39)
01010 Other Benefits. certificated	\$150,325.00	\$152,460.00	\$119,439.05	\$119,439.05	\$0.00	\$33,020.95	21.66



# Board Report

From 7/1/2011 thru 3/31/2012

nd: 01 General Fund

	Approved	Working	Expended		Encumbered	Unencumbered Balance	%
			Current	Year To Date			
71030 Direct Costs for Transfer of Services - Field Trips	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
71035 Direct Costs for Transfer of Services - Motor Pool	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
80000 Professional/Consulting Services and Operating Expe	\$649,595.00	\$1,240,009.97	\$607,840.89	\$607,840.89	\$381,965.65	\$250,203.43	20.18
80010 Prof. Services & Operating Expenses- Legal	\$55,000.00	\$40,000.00	\$14,678.31	\$14,678.31	\$25,000.00	\$321.69	0.80
80020 Prof. Services & Operating Expenses - Transportatio	\$7,120.00	\$1,031.00	\$690.70	\$690.70	\$0.00	\$340.30	33.01
80040 Prof. Services & Operating Expenses - Advertising	\$0.00	\$530.00	\$147.25	\$147.25	\$278.20	\$104.55	19.73
80050 Prof Services & Operating Expenses-Software Licens	\$396,385.00	\$157,874.00	\$74,287.40	\$74,287.40	\$10,795.00	\$72,791.60	46.11
80060 Prof Services and Operating Expenses - Fingerprint/	\$3,000.00	\$3,000.00	\$1,233.00	\$1,233.00	\$672.00	\$1,095.00	36.50
90000 Communications - Telephone	\$1,200.00	\$2,500.00	\$2,372.06	\$2,372.06	\$127.18	\$0.76	0.03
90030 Communications - Postage	\$28,250.00	\$29,834.00	\$26,503.16	\$26,503.16	\$3,007.93	\$322.91	1.08
90040 Communications - Cellular Phones	\$11,810.00	\$13,995.00	\$9,134.74	\$9,134.74	\$872.68	\$3,987.58	28.49
<b>**** 5000 Totals</b>	<b>\$2,150,662.00</b>	<b>\$2,498,289.30</b>	<b>\$1,424,197.05</b>	<b>\$1,424,197.05</b>	<b>\$701,841.80</b>	<b>\$372,250.45</b>	<b>14.90</b>
<b>**** 1000 - 5000</b>	<b>\$15,915,419.34</b>	<b>\$17,175,248.08</b>	<b>\$12,011,014.68</b>	<b>\$12,011,014.68</b>	<b>\$828,966.02</b>	<b>\$4,335,267.38</b>	<b>25.24</b>
13000 State Special Schools	\$12,420.00	\$12,420.00	\$0.00	\$0.00	\$0.00	\$12,420.00	100.00
14200 Other Tuition, Excess Costs, and/or Deficits Payment	\$533,656.00	\$527,218.00	\$284,153.22	\$284,153.22	\$0.00	\$243,064.78	46.10
28200 All Other Transfers to County Offices	\$28,000.00	\$28,000.00	\$9,386.29	\$9,386.29	\$0.00	\$18,613.71	66.48
B1000 Transfers of Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
B5000 Transfers of Indirect Costs-Interfund	(\$44,613.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
B3800 Debt Service Interest	\$927,843.76	\$975,144.00	\$724,684.58	\$724,684.58	\$0.00	\$250,459.42	25.68
B3900 Other Debt Service Payments	\$277,000.00	\$270,000.00	\$270,000.00	\$270,000.00	\$0.00	\$0.00	0.00
B1200 Between General Fund and Special Reserve Fund	\$0.00	\$0.00	\$2,001,032.95	\$2,001,032.95	\$0.00	(\$2,001,032.95)	0.00
B1600 From General Fund to Cafeteria Fund	\$116,719.00	\$175,601.00	\$0.00	\$0.00	\$0.00	\$175,601.00	100.00
<b>**** 7000 Totals</b>	<b>\$1,851,025.76</b>	<b>\$1,988,383.00</b>	<b>\$3,289,257.04</b>	<b>\$3,289,257.04</b>	<b>\$0.00</b>	<b>(\$1,300,874.04)</b>	<b>(65.42)</b>
<b>**** 1000 - 7000</b>	<b>\$17,766,445.10</b>	<b>\$19,163,631.08</b>	<b>\$15,300,271.72</b>	<b>\$15,300,271.72</b>	<b>\$828,966.02</b>	<b>\$3,034,393.34</b>	<b>15.83</b>



# Board Report

From 7/1/2011 thru 3/31/2012

nd: 01 General Fund

	Approved	Working	Expended		Encumbered	Unencumbered Balance	%
			Current	Year To Date			
Total: Beginning Balance	\$1,039,406.19	\$2,275,324.48	\$2,275,324.48	\$2,275,324.48	\$0.00	\$0.00	0.00
Total: Income Current Year	\$17,652,184.00	\$18,369,484.43	\$15,677,039.27	\$15,677,039.27	\$0.00	\$2,692,445.16	14.66
Total: 1000 - 5000	\$15,915,419.34	\$17,175,248.08	\$12,011,014.68	\$12,011,014.68	\$828,966.02	\$4,335,267.38	25.24
Total: 1000 - 6000	\$15,915,419.34	\$17,175,248.08	\$12,011,014.68	\$12,011,014.68	\$828,966.02	\$4,335,267.38	25.24
Total: 1000 - 7000	\$17,766,445.10	\$19,163,631.08	\$15,300,271.72	\$15,300,271.72	\$828,966.02	\$3,034,393.34	15.83
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$925,145.09	\$1,481,177.83	\$2,652,092.03	\$2,652,092.03	(\$828,966.02)	(\$341,948.18)	(23.09)
Total Income & Beginning Balance	\$18,691,590.19	\$20,644,808.91	\$17,952,363.75	\$17,952,363.75	\$0.00	\$2,692,445.16	13.04
Total Expenditures & Ending Balance	\$18,691,590.19	\$20,644,808.91	\$17,952,363.75	\$17,952,363.75	\$0.00	\$2,692,445.16	13.04

# Board Report

From 7/1/2011 thru 3/31/2012

Fund: 09 Charter Schools Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance
<b>**** Total Adjusted Beginning Balance</b>	\$137,733.00	\$234,988.51	\$234,988.51	\$234,988.51	\$0.00	\$0.00
301500 Charter Schools Gen Purpose Entitlement-State Aid	\$327,000.00	\$291,657.00	\$246,023.00	\$246,023.00	\$0.00	\$45,634.00
301900 Revenue Limit State Aid - Prior Years	\$0.00	\$0.00	\$39,770.91	\$39,770.91	\$0.00	(\$39,770.91)
309600 Transfers to Charter Schools In-Lieu of Property Tax	\$150,000.00	\$167,321.00	\$134,866.28	\$134,866.28	\$0.00	\$32,454.72
356000 State Lottery Revenue	\$0.00	\$16,861.00	\$13,840.37	\$13,840.37	\$0.00	\$3,020.63
359000 All Other State Revenues	\$30,500.00	\$30,643.00	\$24,354.00	\$24,354.00	\$0.00	\$6,289.00
366000 Interest	\$100.00	\$775.00	\$466.25	\$466.25	\$0.00	\$308.75
399000 Contributions from Unrestricted Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>**** 8000 Totals</b>	\$507,600.00	\$507,257.00	\$459,320.81	\$459,320.81	\$0.00	\$47,936.19
<b>**** Total Income &amp; Beginning Balance</b>	\$645,333.00	\$742,245.51	\$694,309.32	\$694,309.32	\$0.00	\$47,936.19
10000 Teachers' Salaries	\$57,608.00	\$95,200.00	\$66,217.60	\$66,217.60	\$0.00	\$28,982.40
10010 Substitute Teachers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10030 Teachers Salaries - Hourly	\$155,000.00	\$94,000.00	\$59,950.00	\$59,950.00	\$0.00	\$34,050.00
30000 Certificated Supervisors' and Administrators' Salaries	\$46,856.00	\$84,554.00	\$63,415.17	\$63,415.17	\$0.00	\$21,138.83
<b>**** 1000 Totals</b>	\$259,464.00	\$273,754.00	\$189,582.77	\$189,582.77	\$0.00	\$84,171.23
40000 Clerical & Office Salaries	\$35,038.00	\$35,038.00	\$27,465.20	\$27,465.20	\$0.00	\$7,572.80
<b>**** 2000 Totals</b>	\$35,038.00	\$35,038.00	\$27,465.20	\$27,465.20	\$0.00	\$7,572.80
10100 State Teachers' Retirement System, certificated	\$21,191.00	\$21,711.00	\$12,087.03	\$12,087.03	\$0.00	\$9,623.97
20200 Public Employees' Retirement System, classified	\$3,755.00	\$3,755.00	\$3,000.03	\$3,000.03	\$0.00	\$754.97
30100 Social Security/Medicare/Alternative, certificated	\$31,124.00	\$31,360.00	\$2,166.76	\$2,166.76	\$0.00	\$29,193.24
30200 Social Security/Medicare/Alternative, classified	\$2,680.00	\$2,680.00	\$2,101.15	\$2,101.15	\$0.00	\$578.85

# Board Report

From 7/1/2011 thru 3/31/2012

nd: 09 Charter Schools Fund

	Approved	Working	Expended Current	Year To Date	Encumbered	Unencumbered Balance	%
40100 Health & Welfare Benefits. certified	\$16,230.00	\$16,988.00	\$12,689.69	\$12,689.69	\$0.00	\$4,298.31	25.30
40200 Health & Welfare Benefits. classified	\$10,820.00	\$10,820.00	\$8,310.16	\$8,310.16	\$0.00	\$2,509.84	23.20
50100 State Unemployment Insurance. certified	\$4,135.00	\$4,232.00	\$3,016.99	\$3,016.99	\$0.00	\$1,215.01	28.71
50200 State Unemployment Insurance. classified	\$564.00	\$564.00	\$442.16	\$442.16	\$0.00	\$121.84	21.60
50100 Worker's Compensation Insurance. certified	\$6,284.00	\$6,431.00	\$4,584.33	\$4,584.33	\$0.00	\$1,846.67	28.72
50200 Worker's Compensation Insurance. classified	\$857.00	\$857.00	\$671.96	\$671.96	\$0.00	\$185.04	21.59
30200 PERS Reduction. Classified	\$810.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
<b>**** 3000 Totals</b>	<b>\$98,450.00</b>	<b>\$99,398.00</b>	<b>\$49,070.26</b>	<b>\$49,070.26</b>	<b>\$0.00</b>	<b>\$50,327.74</b>	<b>50.63</b>
00000 Approved Textbooks and Core Curricula Materials	\$6,000.00	\$7,224.00	\$7,223.92	\$7,223.92	\$0.00	\$0.08	0.00
00000 Books and Reference Materials	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
00000 Materials and Supplies	\$2,500.00	\$4,589.00	\$2,767.16	\$2,767.16	\$724.40	\$1,097.44	23.91
<b>**** 4000 Totals</b>	<b>\$10,000.00</b>	<b>\$11,813.00</b>	<b>\$9,991.08</b>	<b>\$9,991.08</b>	<b>\$724.40</b>	<b>\$1,097.52</b>	<b>9.29</b>
00000 Travel and Conferences	\$5,500.00	\$1,763.00	\$1,462.82	\$1,462.82	\$0.00	\$300.18	17.03
00000 Dues and Memberships	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
00100 Maintenance Agreements	\$1,500.00	\$1,900.00	\$1,531.26	\$1,531.26	\$0.00	\$368.74	19.41
00300 Leases and Rentals	\$2,750.00	\$4,293.00	\$2,547.15	\$2,547.15	\$1,595.85	\$150.00	3.49
00000 Professional/Consulting Services and Operating Exoe	\$1,000.00	\$1,131.00	\$1,800.46	\$1,800.46	\$0.00	(\$669.46)	(59.19)
00500 Prof Services & Operating Expenses-Software Licens	\$0.00	\$0.00	\$16,250.00	\$16,250.00	\$0.00	(\$16,250.00)	0.00
<b>**** 5000 Totals</b>	<b>\$10,900.00</b>	<b>\$9,087.00</b>	<b>\$23,591.69</b>	<b>\$23,591.69</b>	<b>\$1,595.85</b>	<b>(\$16,100.54)</b>	<b>(177.18)</b>
<b>**** 1000 - 5000</b>	<b>\$413,852.00</b>	<b>\$429,090.00</b>	<b>\$299,701.00</b>	<b>\$299,701.00</b>	<b>\$2,320.25</b>	<b>\$127,068.75</b>	<b>29.61</b>
5000 Transfers of Indirect Costs-Interfund	\$44,613.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
1900 Other Authorized Interfund Transfers Out	\$0.00	\$46,256.00	\$0.00	\$0.00	\$0.00	\$46,256.00	100.00

# Board Report

From 7/1/2011 thru 3/31/2012

id: 09 Charter Schools Fund

	Approved	Working	Expended		Encumbered	Unencumbered
			Current	Year To Date		
**** 7000 Totals	\$44,613.00	\$46,256.00	\$0.00	\$0.00	\$0.00	\$46,256.00 100.00
**** 1000 - 7000	\$458,465.00	\$475,346.00	\$299,701.00	\$299,701.00	\$2,320.25	\$173,324.75 36.46

# Board Report

From 7/1/2011 thru 3/31/2012

fund: 09 Charter Schools Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Total: Beginning Balance	\$137,733.00	\$234,988.51	\$234,988.51	\$234,988.51	\$0.00	\$0.00	0.00
Total: Income Current Year	\$507,600.00	\$507,257.00	\$459,320.81	\$459,320.81	\$0.00	\$47,936.19	9.45
Total: 1000 - 5000	\$413,852.00	\$429,090.00	\$299,701.00	\$299,701.00	\$2,320.25	\$127,068.75	29.61
Total: 1000 - 6000	\$413,852.00	\$429,090.00	\$299,701.00	\$299,701.00	\$2,320.25	\$127,068.75	29.61
Total: 1000 - 7000	\$458,465.00	\$475,346.00	\$299,701.00	\$299,701.00	\$2,320.25	\$173,324.75	36.46
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$186,868.00	\$266,899.51	\$394,608.32	\$394,608.32	(\$2,320.25)	(\$125,388.56)	(46.98)
Total Income & Beginning Balance	\$645,333.00	\$742,245.51	\$694,309.32	\$694,309.32	\$0.00	\$47,936.19	6.46
Total Expenditures & Ending Balance	\$645,333.00	\$742,245.51	\$694,309.32	\$694,309.32	\$0.00	\$47,936.19	6.46

# Board Report

From 7/1/2011 thru 3/31/2012

and: 13 Cafeteria Fund

	Approved	Working	Current	Expend Year To Date	Encumbered	Unencumbered Balance	%
<b>**** Total Adjusted Beginning Balance</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
22000 Child Nutrition Programs	\$216,000.00	\$332,000.00	\$196,743.18	\$196,743.18	\$0.00	\$135,256.82	40.74
52000 Child Nutrition	\$20,000.00	\$28,800.00	\$17,057.36	\$17,057.36	\$0.00	\$11,742.64	40.77
33400 Food Services Sales	\$74,000.00	\$73,000.00	\$36,500.80	\$36,500.80	\$0.00	\$36,499.20	50.00
56000 Interest	\$0.00	(\$722.00)	(\$825.07)	(\$825.07)	\$0.00	\$103.07	(14.28)
01600 To Cafeteria Fund. From General Fund	\$116,719.00	\$175,601.00	\$0.00	\$0.00	\$0.00	\$175,601.00	100.00
<b>**** 8000 Totals</b>	\$426,719.00	\$608,679.00	\$249,476.27	\$249,476.27	\$0.00	\$359,202.73	59.01
<b>**** Total Income &amp; Beginning Balance</b>	\$426,719.00	\$608,679.00	\$249,476.27	\$249,476.27	\$0.00	\$359,202.73	59.01
00000 Classified Support Salaries	\$98,000.00	\$79,000.00	\$59,259.72	\$59,259.72	\$0.00	\$19,740.28	24.99
00000 Classified Supervisors' and Administrators' Salaries	\$45,886.00	\$45,886.00	\$34,401.51	\$34,401.51	\$0.00	\$11,484.49	25.03
<b>**** 2000 Totals</b>	\$143,886.00	\$124,886.00	\$93,661.23	\$93,661.23	\$0.00	\$31,224.77	25.00
00200 Public Employees' Retirement Svstem. classified	\$6,968.00	\$7,102.00	\$5,192.46	\$5,192.46	\$0.00	\$1,909.54	26.89
00200 Social Security/Medicare/Alternative. classified	\$23,685.00	\$9,784.00	\$7,164.58	\$7,164.58	\$0.00	\$2,619.42	26.77
00200 Health & Welfare Benefits. classified	\$10,819.00	\$9,100.00	\$7,212.88	\$7,212.88	\$0.00	\$1,887.12	20.74
00200 State Unemolovment Insurance. classified	\$2,127.00	\$2,020.00	\$1,507.81	\$1,507.81	\$0.00	\$512.19	25.36
00200 Worker's Compensation Insurance. classified	\$3,236.00	\$3,060.00	\$2,291.23	\$2,291.23	\$0.00	\$768.77	25.12
00200 PERS Reduction. Classified	\$0.00	\$0.00	\$3.96	\$3.96	\$0.00	(\$3.96)	0.00
<b>**** 3000 Totals</b>	\$46,835.00	\$31,066.00	\$23,372.92	\$23,372.92	\$0.00	\$7,693.08	24.76
00000 Materials and Supplies	\$10,000.00	\$4,500.00	\$1,965.67	\$1,965.67	\$1,227.78	\$1,306.55	29.03
00000 Noncapitalized Equipment	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
00000 Food	\$200,000.00	\$435,612.00	\$301,967.73	\$301,967.73	\$7,432.15	\$126,212.12	28.97

# Board Report

From 7/1/2011 thru 3/31/2012

Fund: 13 Cafeteria Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
<b>**** 4000 Totals</b>	<u>\$214,500.00</u>	<u>\$440,112.00</u>	<u>\$303,933.40</u>	<u>\$303,933.40</u>	<u>\$8,659.93</u>	<u>\$127,518.67</u>	<u>28.97</u>
220000 Travel and Conferences	\$1,500.00	\$1,500.00	\$888.00	\$888.00	\$0.00	\$612.00	40.80
660000 Rentals, Leases and Repairs	\$13,485.00	\$3,000.00	\$232.75	\$232.75	\$0.00	\$2,767.25	92.24
880000 Professional/Consulting Services and Operating Expe	\$5,115.00	\$8,115.00	\$3,326.49	\$3,326.49	\$1,801.70	\$2,986.81	36.81
<b>**** 5000 Totals</b>	<u>\$20,100.00</u>	<u>\$12,615.00</u>	<u>\$4,447.24</u>	<u>\$4,447.24</u>	<u>\$1,801.70</u>	<u>\$6,366.06</u>	<u>50.46</u>
<b>**** 1000 - 5000</b>	<u>\$425,321.00</u>	<u>\$608,679.00</u>	<u>\$425,414.79</u>	<u>\$425,414.79</u>	<u>\$10,461.63</u>	<u>\$172,802.58</u>	<u>28.39</u>

# Board Report

From 7/1/2011 thru 3/31/2012

id: 13 Cafeteria Fund

	Approved	Working	Expended		Encumbered	Unencumbered Balance	%
			Current	Year To Date			
Total: Beginning Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Income Current Year	\$426,719.00	\$608,679.00	\$249,476.27	\$249,476.27	\$0.00	\$359,202.73	59.01
Total: 1000 - 5000	\$425,321.00	\$608,679.00	\$425,414.79	\$425,414.79	\$10,461.63	\$172,802.58	28.39
Total: 1000 - 6000	\$425,321.00	\$608,679.00	\$425,414.79	\$425,414.79	\$10,461.63	\$172,802.58	28.39
Total: 1000 - 7000	\$425,321.00	\$608,679.00	\$425,414.79	\$425,414.79	\$10,461.63	\$172,802.58	28.39
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$1,398.00	\$0.00	(\$175,938.52)	(\$175,938.52)	(\$10,461.63)	\$186,400.15	0.00
60							
Total Income & Beginning Balance	\$426,719.00	\$608,679.00	\$249,476.27	\$249,476.27	\$0.00	\$359,202.73	59.01
Total Expenditures & Ending Balance	\$426,719.00	\$608,679.00	\$249,476.27	\$249,476.27	\$0.00	\$359,202.73	59.01



# Board Report

From 7/1/2011 thru 3/31/2012

	Approved	Working	Expended		Encumbered	Unencumbered
			Current	Year To Date		
<b>**** Total Adjusted Beginning Balance</b>	\$0.00	\$7,095.67	\$7,095.67	\$7,095.67	\$0.00	\$0.00 0.00
666000 Interest	\$0.00	\$39.00	\$24.05	\$24.05	\$0.00	\$14.95 38.33
666200 Gains or Losses on Investments	\$0.00	\$428.00	\$427.86	\$427.86	\$0.00	\$0.14 0.03
<b>**** 8000 Totals</b>	\$0.00	\$467.00	\$451.91	\$451.91	\$0.00	\$15.09 3.23
<b>**** Total Income &amp; Beginning Balance</b>	\$0.00	\$7,562.67	\$7,547.58	\$7,547.58	\$0.00	\$15.09 0.20
43300000 Materials and Supplies	\$0.00	\$2,700.00	\$2,690.53	\$2,690.53	\$0.00	\$9.47 0.35
<b>**** 4000 Totals</b>	\$0.00	\$2,700.00	\$2,690.53	\$2,690.53	\$0.00	\$9.47 0.35
660020 Repairs	\$0.00	\$2,300.00	\$174.00	\$174.00	\$0.00	\$2,126.00 92.43
<b>**** 5000 Totals</b>	\$0.00	\$2,300.00	\$174.00	\$174.00	\$0.00	\$2,126.00 92.43
43900 Other Debt Service Payments	\$0.00	\$5,000.00	\$2,864.53	\$2,864.53	\$0.00	\$2,135.47 42.71
<b>**** 7000 Totals</b>	\$0.00	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00 0.00
<b>**** 1000 - 7000</b>	\$0.00	\$7,000.00	\$4,864.53	\$4,864.53	\$0.00	\$2,135.47 30.51

# Board Report

From 7/1/2011 thru 3/31/2012

nd: 14 Deferred Maintenance Fund

	Approved	Working	Expended		Encumbered	Unencumbered %
			Current	Year To Date		
Total: Beginning Balance	\$0.00	\$7,095.67	\$7,095.67	\$7,095.67	\$0.00	0.00
Total: Income Current Year	\$0.00	\$467.00	\$451.91	\$451.91	\$0.00	3.23
Total: 1000 - 5000	\$0.00	\$5,000.00	\$2,864.53	\$2,864.53	\$0.00	42.71
Total: 1000 - 6000	\$0.00	\$5,000.00	\$2,864.53	\$2,864.53	\$0.00	42.71
Total: 1000 - 7000	\$0.00	\$7,000.00	\$4,864.53	\$4,864.53	\$0.00	30.51
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$0.00	\$562.67	\$2,683.05	\$2,683.05	(\$2,120.38)	(377.41)
Total Income & Beginning Balance	\$0.00	\$7,562.67	\$7,547.58	\$7,547.58	\$0.00	0.20
Total Expenditures & Ending Balance	\$0.00	\$7,562.67	\$7,547.58	\$7,547.58	\$0.00	0.20

# Board Report

From 7/1/2011 thru 3/31/2012

id: 17 Special Reserve Fund for Other than

	Approved	Working	Expended		Encumbered	Unencumbered Balance	%
			Current	Year To Date			
<b>**** Total Adjusted Beginning Balance</b>	<u>\$2,316,265.00</u>	<u>\$5,755,422.43</u>	<u>\$5,755,422.43</u>	<u>\$5,755,422.43</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00</u>
66000 Interest	\$0.00	\$2,750.00	\$1,323.50	\$1,323.50	\$0.00	\$1,426.50	51.87
91200 Between General Fund and Special Reserve Fund	\$0.00	\$0.00	\$2,001,032.95	\$2,001,032.95	\$0.00	(\$2,001,032.95)	0.00
<b>**** 8000 Totals</b>	<u>\$0.00</u>	<u>\$2,750.00</u>	<u>\$2,002,356.45</u>	<u>\$2,002,356.45</u>	<u>\$0.00</u>	<u>(\$1,999,606.45)</u>	<u>2,712.96</u>
<b>**** Total Income &amp; Beginning Balance</b>	<u>\$2,316,265.00</u>	<u>\$5,758,172.43</u>	<u>\$7,757,778.88</u>	<u>\$7,757,778.88</u>	<u>\$0.00</u>	<u>(\$1,999,606.45)</u>	<u>(34.73)</u>

# Board Report

From 7/1/2011 thru 3/31/2012

nd: 17 Special Reserve Fund for Other than

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
Total: Beginning Balance	\$2,316,265.00	\$5,755,422.43	\$5,755,422.43	\$5,755,422.43	\$0.00	\$0.00	0.00
Total: Income Current Year	\$0.00	\$2,750.00	\$2,002,356.45	\$2,002,356.45	\$0.00	(\$1,999,606.45)	1,712.96
Total: 1000 - 5000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 1000 - 6000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 1000 - 7000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$2,316,265.00	\$5,758,172.43	\$7,757,778.88	\$7,757,778.88	\$0.00	(\$1,999,606.45)	(34.73)
Total Income & Beginning Balance	\$2,316,265.00	\$5,758,172.43	\$7,757,778.88	\$7,757,778.88	\$0.00	(\$1,999,606.45)	(34.73)
Total Expenditures & Ending Balance	\$2,316,265.00	\$5,758,172.43	\$7,757,778.88	\$7,757,778.88	\$0.00	(\$1,999,606.45)	(34.73)

# Board Report

From 7/1/2011 thru 3/31/2012

and: 25 Capital Facilities Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance %
<b>**** Total Adjusted Beginning Balance</b>	\$551,368.98	\$570,420.12	\$570,420.12	\$570,420.12	\$0.00	\$0.00 0.00
8666000 Interest	\$2,500.00	\$2,500.00	\$2,034.00	\$2,034.00	\$0.00	\$466.00 18.64
8662000 Gains or Losses on Investments	\$0.00	\$2,707.00	\$2,707.14	\$2,707.14	\$0.00	(\$0.14) (0.01)
8668100 Mitigation/Developer Fees	\$5,000.00	\$5,000.00	\$4,457.47	\$4,457.47	\$0.00	\$542.53 10.85
<b>**** 8000 Totals</b>	\$7,500.00	\$10,207.00	\$9,198.61	\$9,198.61	\$0.00	\$1,008.39 9.88
<b>**** Total Income &amp; Beginning Balance</b>	\$558,868.98	\$580,627.12	\$579,618.73	\$579,618.73	\$0.00	\$1,008.39 0.17
44( ) Noncapitalized Equipment	\$0.00	\$2,500.00	\$2,412.60	\$2,412.60	\$0.00	\$87.40 3.50
<b>**** 4000 Totals</b>	\$0.00	\$2,500.00	\$2,412.60	\$2,412.60	\$0.00	\$87.40 3.50
380000 Professional/Consulting Services and Operating Expe	\$0.00	\$23,144.00	\$5,400.00	\$5,400.00	\$0.00	\$17,744.00 76.67
<b>**** 5000 Totals</b>	\$0.00	\$23,144.00	\$5,400.00	\$5,400.00	\$0.00	\$17,744.00 76.67
<b>**** 1000 - 5000</b>	\$0.00	\$25,644.00	\$7,812.60	\$7,812.60	\$0.00	\$17,831.40 69.53
440000 Equipment - Over \$5000 per unit	\$0.00	\$38,463.00	\$38,462.44	\$38,462.44	\$0.00	\$0.56 0.00
<b>**** 6000 Totals</b>	\$0.00	\$38,463.00	\$38,462.44	\$38,462.44	\$0.00	\$0.56 0.00
<b>**** 1000 - 6000</b>	\$0.00	\$64,107.00	\$46,275.04	\$46,275.04	\$0.00	\$17,831.96 27.82
43800 Debt Service Interest	\$30,447.00	\$27,397.00	\$27,396.99	\$27,396.99	\$0.00	\$0.01 0.00
43900 Other Debt Service Payments	\$78,226.00	\$79,276.00	\$79,275.77	\$79,275.77	\$0.00	\$0.23 0.00
<b>**** 7000 Totals</b>	\$108,673.00	\$106,673.00	\$106,672.76	\$106,672.76	\$0.00	\$0.24 0.00
<b>**** 1000 - 7000</b>	\$108,673.00	\$170,780.00	\$152,947.80	\$152,947.80	\$0.00	\$17,832.20 10.44

# Board Report

From 7/1/2011 thru 3/31/2012

nd: 25 Capital Facilities Fund

	Approved	Working	Expended		Encumbered	Unencumbered Balance	%
			Current	Year To Date			
Total: Beginning Balance	\$551,368.98	\$570,420.12	\$570,420.12	\$570,420.12	\$0.00	\$0.00	0.00
Total: Income Current Year	\$7,500.00	\$10,207.00	\$9,198.61	\$9,198.61	\$0.00	\$1,008.39	9.88
Total: 1000 - 5000	\$0.00	\$25,644.00	\$7,812.60	\$7,812.60	\$0.00	\$17,831.40	69.53
Total: 1000 - 6000	\$0.00	\$64,107.00	\$46,275.04	\$46,275.04	\$0.00	\$17,831.96	27.82
Total: 1000 - 7000	\$108,673.00	\$170,780.00	\$152,947.80	\$152,947.80	\$0.00	\$17,832.20	10.44
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$450,195.98	\$409,847.12	\$426,670.93	\$426,670.93	\$0.00	(\$16,823.81)	(4.10)
Total Income & Beginning Balance	\$558,868.98	\$580,627.12	\$579,618.73	\$579,618.73	\$0.00	\$1,008.39	0.17
Total Expenditures & Ending Balance	\$558,868.98	\$580,627.12	\$579,618.73	\$579,618.73	\$0.00	\$1,008.39	0.17

# Board Report

From 7/1/2011 thru 3/31/2012

nd: 35 School Facility Program (Regular)

	Approved	Working	Expended Current	Year To Date	Encumbered	Unencumbered Balance	%
<b>**** Total Adjusted Beginning Balance</b>	<b>\$3,354,735.95</b>	<b>\$3,368,521.51</b>	<b>\$3,368,521.51</b>	<b>\$3,368,521.51</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>
66000 Interest	\$12,500.00	\$17,500.00	\$11,828.18	\$11,828.18	\$0.00	\$5,671.82	32.41
66200 Gains or Losses on Investments	\$0.00	\$12,992.00	\$12,991.58	\$12,991.58	\$0.00	\$0.42	0.00
<b>**** 8000 Totals</b>	<b>\$12,500.00</b>	<b>\$30,492.00</b>	<b>\$24,819.76</b>	<b>\$24,819.76</b>	<b>\$0.00</b>	<b>\$5,672.24</b>	<b>18.60</b>
<b>**** Total Income &amp; Beginning Balance</b>	<b>\$3,367,235.95</b>	<b>\$3,399,013.51</b>	<b>\$3,393,341.27</b>	<b>\$3,393,341.27</b>	<b>\$0.00</b>	<b>\$5,672.24</b>	<b>0.17</b>
30000 Professional/Consulting Services and Operating Expe	\$0.00	\$44,500.00	\$21,645.25	\$21,645.25	\$22,850.00	\$4.75	0.01
<b>**** 5000 Totals</b>	<b>\$0.00</b>	<b>\$44,500.00</b>	<b>\$21,645.25</b>	<b>\$21,645.25</b>	<b>\$22,850.00</b>	<b>\$4.75</b>	<b>0.01</b>
<b>**** 1000 - 5000</b>	<b>\$0.00</b>	<b>\$44,500.00</b>	<b>\$21,645.25</b>	<b>\$21,645.25</b>	<b>\$22,850.00</b>	<b>\$4.75</b>	<b>0.01</b>
20000 Buildings and Improvement of Buildings	\$3,300,000.00	\$3,211,288.00	\$577,196.00	\$577,196.00	\$107,000.00	\$2,527,092.00	78.69
20010 Buildings - Architect Fees	\$0.00	\$50,000.00	\$23,855.01	\$23,855.01	\$0.00	\$26,144.99	52.29
<b>**** 6000 Totals</b>	<b>\$3,300,000.00</b>	<b>\$3,261,288.00</b>	<b>\$601,051.01</b>	<b>\$601,051.01</b>	<b>\$107,000.00</b>	<b>\$2,553,236.99</b>	<b>78.29</b>
<b>**** 1000 - 6000</b>	<b>\$3,300,000.00</b>	<b>\$3,305,788.00</b>	<b>\$622,696.26</b>	<b>\$622,696.26</b>	<b>\$129,850.00</b>	<b>\$2,553,241.74</b>	<b>77.24</b>

# Board Report

From 7/1/2011 thru 3/31/2012

nd: 35 School Facility Program (Regular)

	Approved	Working	Expended Current	Year To Date	Encumbered	Unencumbered Balance	%
Total: Beginning Balance	\$3,354,735.95	\$3,368,521.51	\$3,368,521.51	\$3,368,521.51	\$0.00	\$0.00	0.00
Total: Income Current Year	\$12,500.00	\$30,492.00	\$24,819.76	\$24,819.76	\$0.00	\$5,672.24	18.60
Total: 1000 - 5000	\$0.00	\$44,500.00	\$21,645.25	\$21,645.25	\$22,850.00	\$4.75	0.01
Total: 1000 - 6000	\$3,300,000.00	\$3,305,788.00	\$622,696.26	\$622,696.26	\$129,850.00	\$2,553,241.74	77.24
Total: 1000 - 7000	\$3,300,000.00	\$3,305,788.00	\$622,696.26	\$622,696.26	\$129,850.00	\$2,553,241.74	77.24
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$67,235.95	\$93,225.51	\$2,770,645.01	\$2,770,645.01	(\$129,850.00)	(\$2,547,569.50)	2,732.71
- 27 -							
Total Income & Beginning Balance	\$3,367,235.95	\$3,399,013.51	\$3,393,341.27	\$3,393,341.27	\$0.00	\$5,672.24	0.17
Total Expenditures & Ending Balance	\$3,367,235.95	\$3,399,013.51	\$3,393,341.27	\$3,393,341.27	\$0.00	\$5,672.24	0.17



**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

**GOVERNING BOARD**

**SUBJECT:** Public Notice of Initial District Proposal to the  
KCJUHSOTA Contract

**MEETING:** April 17, 2012

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

---

Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

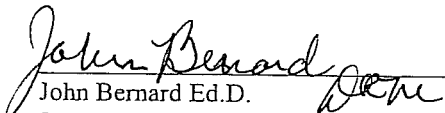
Pursuant to Board Policy 4143 and 4243 and California Government Code Section 3547, the District must present its initial negotiation proposal to the public for comment before the State Administrator adopts the proposal and commences negotiations. The District's proposal to the KCJUHSOTA Contract to negotiate is attached. After taking public comment, the State Administrator may adopt the proposal.

Recommendation:

Fiscal Impact:

Submitted By:

Approved:

  
John Bernard Ed.D.  
State Administrator

**South Monterey County Joint Union High School District  
New Proposal for the 2013-2014 Contract with KCJUHSOTA  
April 17, 2012**

The South Monterey County Joint Union High School District has a commitment to fundamental values which include:

- Academic Achievement for all Students
- Closure of the Achievement Gap between all Statistically-Significant Student Groups
- Fiscal Responsibility
- Long-Term Stability of District Services for Staff and Students
- Professionalism and Accountability for All Employees

These values and the goals guide the District in proposing adjustments to current contract language, and guide the development of responses to all proposals in negotiations.

The South Monterey County Joint Union High School District hereby submits the following initial proposal for the 2013-2014 collective bargaining agreement in compliance with Article I of the Collective Bargaining Agreement between the South Monterey County Joint Union High School District (District) and the King City Joint Union High School District Teachers' Association (Association).

All terms and conditions of the current King City Joint Union High School District Teachers Association/South Monterey County Joint Union High School District Collective Bargaining Agreement (CBA) will remain unchanged, with the exception of agreements that are reached on the following articles, for the period July 1, 2013 – June 30, 2014:

**Article 1 (Agreement)**

- It is the District's intent to modify language.

**Article 3 (Definitions)**

- It is the District's intent to modify language.

**Article 4 (Negotiation Procedures)**

- It is the District's intent to modify language.

**Article 5 (Association Rights)**

- It is the District's intent to modify language.

**Article 7 (Grievance and Arbitration Procedures)**

- It is the District's intent to modify language.

**Article 10 (Teacher Orientation)**

- It is the District's intent to modify language.

**Article 11 (Hours of Employment)**

- It is the District's intent to modify language.

**Article 12 (Extra Duty Assignments)**

- It is the District's intent to modify language.

**Article 13 (Leaves)**

- It is the District's intent to modify language.

**Article 14 (Class Size)**

- It is the District's intent to modify language.

**Article 15 (Evaluations)**

- It is the District's intent to modify language.

**Article 16 (Peer Assistance and Review)**

- It is the District's intent to modify language.

**Article 17 (Salary)**

- It is the District's intent to modify language.

**Article 19 (Earned Preparation Period Substitution Policy for Teachers)**

- It is the District's intent to modify language.

**Article 20 (Benefits)**

- It is the District's intent to modify language.

**Article 21 (Early Retirement Program)**

- It is the District's intent to modify language.

**Article 22 (Part Time Employment with Full Time Retirement Credit)**

- It is the District's intent to modify language.

**Article 23 (Work Year)**

- It is the District's intent to modify language.

**Article 24 (Assignment, Reassignment and Transfer)**

- It is the District's intent to modify language.

**Article 31 (Miscellaneous Provisions)**

- It is the District's intent to modify language.

**Appendix A. (Certificated Salary Addendum)**

- It is the District's intent to modify language.

**Appendix B. (Extra Duty Assignments)**

- It is the District's intent to modify language.

**Appendix C. (Salary Schedule)**

- It is the District's intent to modify provisions within this Appendix and that these provisions are affordable within the FCMAT multi-year fiscal recovery plan for 2013-14.

**Appendix D. (Professional Growth)**

- It is the District's intent to modify language.

**Appendix E. (Approved Forms)**

- It is the District's intent to modify forms to reflect change in District name, current practice, and/or changes in other Articles.

**Memoranda of Understanding:**

- It is the District's intent to incorporate signed MOU's into the CBA as new article(s).

**New Article:**

- It is the District's intent to add a new article, "Intermediate Discipline."

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

**GOVERNING BOARD**

**SUBJECT:** Public Notice of Initial District Proposal to the  
CSEA Local 529 Contract

**MEETING:** April 17, 2012

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

---

Board Goals:

- \_\_\_\_\_ Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- \_\_\_\_\_ Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- X \_\_\_\_\_ Develop/Sustain Fiscal Crisis Long-Term Solution
- \_\_\_\_\_ Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- \_\_\_\_\_ Ensure that Facilities are Safe for Staff and Students
- \_\_\_\_\_ Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Pursuant to Board Policy 4143 and 4243 and California Government Code Section 3547, the District must present its initial negotiation proposal to the public for comment before the State Administrator adopts the proposal and commences negotiations. The District's proposal to the CSEA Local 529 Contract to negotiate is attached. After taking public comment, the State Administrator may adopt the proposal.

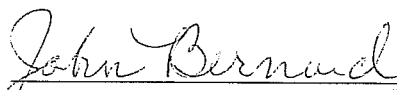
Recommendation:

Fiscal Impact:

Submitted By:

  
\_\_\_\_\_

Approved:

  
\_\_\_\_\_  
John Bernard Ed.D.  
State Administrator

*JB*

**South Monterey County Joint Union High School District  
New Proposal for the 2013-2014 Contract with CSEA Local #529  
April 17, 2012**

The South Monterey County Joint Union High School District has a commitment to fundamental values which include:

- Academic Achievement for all Students
- Closure of the Achievement Gap between all Statistically-Significant Student Groups
- Fiscal Responsibility
- Long-Term Stability of District Services for Staff and Students
- Professionalism and Accountability for All Employees

These values and the goals guide the District in proposing adjustments to current contract language, and guide the development of responses to all proposals in negotiations.

The South Monterey County Joint Union High School District hereby submits the following initial proposal for the 2013-2014 collective bargaining agreement:

All terms and conditions of the current California School Employees Association - King City Chapter #529/South Monterey County Joint Union High School District collective bargaining agreement will remain unchanged, with the exception of agreements that are reached on the following articles, for the period July 1, 2013 – June 30, 2014:

**Agreement**

- It is the District's intent to modify language.

**Article 3 (Organizational Rights and Responsibilities)**

- It is the District's intent to modify language.

**Article 4 (Organizational Security)**

- It is the District's intent to modify language.

**Article 5 (Hours and Overtime)**

- It is the District's intent to modify language.

**Article 6 (Pay and Allowances)**

- It is the District's intent to modify language.

**Article 7 (Health and Welfare)**

- It is the District's intent to modify language.

**Article 8 (Holidays)**

- It is the District's intent to modify language.

**Article 9 (Vacation Plan)**

- It is the District's intent to modify language.

**Article 11 (Promotion/Transfer Procedure)**

- It is the District's intent to modify language.

**Article 12 (Leaves)**

- It is the District's intent to modify language.

**Article 13 (Grievance Procedure)**

- It is the District's intent to modify language.

**Article 15 (District Rights)**

- It is the District's intent to modify language.

**Article 19 (Drug and Alcohol Testing for Safety Sensitive Positions)**

- It is the District's intent to modify language.

**Article 20 (Duration)**

- It is the District's intent to modify language.

**Article 22 (Layoff and Reemployment)**

- It is the District's intent to modify language.

**Appendix A (Salary Schedule)**

- It is the District's intent to modify provisions within this Appendix and that these provisions are affordable within the FCMAT multi-year fiscal recovery plan for 2013-14.

**Appendix B (Classified Job Titles & Salary Ranges)**

- It is the District's intent to modify language.

**Appendix E (Calendar)**

- It is the District's intent to include a new 2013-14 calendar.

**Appendix F (Seniority List)**

- It is the District's intent to include an updated seniority list reflecting employee changes.

**Appendix G (Reduction in work year for 2011-12)**

- It is the District's intent to modify language.

**Appendix H (Side Letter of agreement Regarding Health Plan Alternatives)**

- It is the District's intent to modify language.

**Memoranda of Understanding**

- It is the District's intent to include signed MOU's into the CBA as new article(s).

**New Article**

- It is the District's intent to add a new article, "Intermediate Discipline"

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD**

**SUBJECT:** Board Policies – First Reading

**MEETING:** April 17, 2012

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

---

Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

There are 6 policies presented as a first reading.

Recommendation:

The recommendation is for the Board to review the policies and ask questions or request any clarifications.

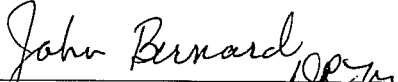
Fiscal Impact:

None

Submitted By:

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Approved:

  
\_\_\_\_\_  
John Bernard Ed.D.  
State Administrator



AR 3350 Business and Noninstructional Operations

Travel Expenses/Reimbursements

The State Administrator/Superintendent or designee is authorized to attend meetings and conferences which are of interest to the district. With prior approval, members of the district staff may be authorized to attend meetings and conferences providing professional development or are of interest to the district.

Purpose

The purpose of this document is to define the district's expectations of its employees who are required to travel in connection with their work responsibilities and to clarify which expenses the district will reimburse and which expenses are considered the personal responsibility of the employee.

Business travel is defined as authorized attendance at conferences, meetings, and seminars or authorized travel for any other purpose in connection with official district responsibilities. Business travel includes day trips and trips requiring one or more overnight stays.

General

There is an assumption of mutual trust between the district and its employees. The district expects to pay all ordinary and necessary costs incurred by district employees when traveling on district business, and district employees are expected to use good judgment in their expenditure of public funds.

Each district administrator shall be responsible and accountable for ensuring compliance with these procedures. The district will pay expenses not specifically addressed in this document provided the district administrator determines the expenses are ordinary and necessary. Employees are expected to obtain prior approval on expenses that are not specifically addressed in this document. Expenses not identified in the travel approval are at risk of not being reimbursed.

Travel Approval/Authorization for staff members to attend meetings and conferences:

1. The appropriate site or district administrator may approve travel within a 100 mile radius of King City.
2. The State Administrator/Superintendent must approve travel outside of a 100 mile radius of King City.
3. The State Administrator/Board must approve travel outside of the State of California.

4. No special written approval is necessary for travel in connection with an employee's job assignment within the County of Monterey.
5. When an employee's district assignment/contract specifically requires travel between sites, the mileage expense is considered the personal responsibility of the employee.
6. Travel that is to be funded with federal or state categorical funds require program manager/director/administrator approval – travel must be specifically allowable by the program guidelines/budget.
7. Employees must obtain approval from a district administrator in advance of business travel requiring one or more overnight stays. An individual shall not approve their own overnight travel or approve their own travel documentation.

#### Travel Arrangements

Travel arrangements shall be made as far in advance as possible to obtain the best possible fare and rates. A minimum of two weeks in advance is encouraged for all reservations. If travel arrangements must be cancelled for any reason, the person who made the arrangements shall cancel them in sufficient time to prevent the district from incurring unnecessary costs.

The Budget and Accounting Coordinators are available to assist district employees with their business travel or travel questions; e.g. appropriate approvals, forms, funding, etc. The individual traveler/employee are asked to make their own travel arrangements/reservations, being sure to follow the guidelines described within this document. The district does not maintain a credit card that can be used to secure airline and/or hotel reservations.

#### Transportation

Travelers shall use whatever mode of transportation is the most logical and least expensive. Consideration should be given to distance, time and total cost to the district.

If an employee elects to use a mode of transportation other than the most logical and least expensive, the district will pay only the cost of the most logical and least expensive mode of transportation. The difference between the selected mode and the least expensive mode shall be considered the employee's personal expense. Any additional lodging and meal expenses required as a result of the employee's selection should be paid by the employee.

Any additional time spent traveling prior to or after a conference and is above and beyond the most expeditious and logical form of travel time shall be charged to the employee's sick leave (personal necessity), or vacation balance, if applicable. This paragraph does not apply to special accommodations made to qualified employees under the Americans with Disabilities Act provided that the alternate mode of transportation is approved in advance by a district administrator.

Employees shall not limit their air travel options by specifying an airline. The airline offering the lowest fare for a logical route shall be selected.

Employees shall be compensated for the use of their private vehicles at the prevailing Internal Revenue Service standard mileage rate. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence; whichever is the shortest distance. Employees who receive a car allowance will be compensated at the current Internal Revenue Service standard mileage rate for all miles outside Monterey County.

The district will pay all expenses, such as bridge tolls and parking fees, incurred as the result of an employee's authorized use of a vehicle while traveling on district business. Receipts for parking are required.

Hotel courtesy buses, local shuttle services or public transportation, should provide supplementary transportation within the destination city if available and logical. Taxi service shall be used only when no other convenient, less costly mode of transportation is available. Rental vehicles shall be used only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical and must be authorized in advance by the Department Manager. If a rental vehicle is authorized, employees shall request the least expensive vehicle category that meets their needs and the employee shall make the rental car reservation as far in advance as possible to get the best rates. Employees purchasing optional insurance offered by the rental agency will do so at their own expense.

#### Meals

Actual and necessary expenses for meals shall be reimbursed if accompanied by receipts. **While attending an approved meeting or conference requiring an overnight stay**, the district will pay for an employee's meals during business travel, including tax and tips, at a rate up to \$50.00 per day, with no meal costing more than \$30.00 while attending. ~~If traveling for a partial day reimbursement will be pro-rated on the per-meal limit.~~ Payment of any amount in excess of the standard per diem rate(s) will only be made upon approval of the Superintendent/State Administrator or designee. In lieu of actual and necessary expenses for meals and with prior approval, half-rate per diem allowances, in accordance with State Department of Education guidelines, may be reimbursed without receipts.

At the discretion of the State Administrator/Superintendent, based on location and other cost factors, meal claims which exceed the limitations, but do not exceed the maximum per day limit, are authorized. Approval of the State Administrator/Superintendent is specifically required. Meal claims exceeding authority, shall be submitted to the State Administrator/Board for specific approval, with statements of necessary justification attached.

A banquet breakfast, luncheon, or dinner which is an official part of a conference and for which there is a prescribed fee may exceed a meal limitation amount as previously designated and may be reimbursed at actual cost.

If meals are included in the cost of the conference or seminar registration fee but the employee elects to purchase the meal from another source, the cost of that meal will not be paid by the district. The additional cost shall be the responsibility of the employee.

**Reimbursement for alcoholic beverages is prohibited.** Alcoholic beverages consumed with meals shall be considered a personal expense of the employee.

#### Gratuities/Tips

The district will pay reasonable and customary gratuities and tips during district business travel. Tips for meals are included in the standard per diem/meal rates, as defined in previous sections.

#### Lodging

The district will pay lodging expenses for district employees during business travel requiring one or more overnight stays. The district will pay for lodging for the evening preceding or subsequent to a meeting or business event when the employee would have to travel at unreasonably early or late hours to reach his or her destination.

Employees shall make an effort to obtain lodging at or near the facility where official district business is to take place to minimize travel time and transportation costs. The district will pay only for standard single rooms for individual employees. Single standard rooms at conference, government or corporate rates shall be requested.

Employees shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the employee's personal expense unless failure to cancel the reservation was due to circumstances beyond the employee's control.

#### Offsets

If the cost of a meal or lodging is included in the registration fee for the meeting or conference and per diem is used, the per diem shall be reduced by the amount of allowance for the meal or lodging.

#### Business Expenses

The district will pay for goods and/or services deemed necessary for the completion of official business, such as faxes, copier and computer usage, etc. Whenever possible, employees shall anticipate the need for supplies and shall take whatever they will need with them instead of buying supplies at their destination.

### Personal Expenses

The district will not pay personal expenses. In addition to those items identified as personal expenses through this document, personal expenses include in-room movies, spas and gyms, optional quasi-social functions or events in connection with a conference, laundry or dry cleaning, miscellaneous sundries, or other items of a personal nature.

Personal travel shall not be mixed with business travel if it will cost the district anything in dollars or lost time.

The district will not pay for any expenses of another person who accompanies an employee on business travel, unless that individual also is a District employee and authorized to participate.

### Conference Materials/Services

Claims for reimbursement for material/service purchases shall be submitted on a separate form from the expenses incurred for conference expenses (fees, transportation, hotel, meals).

### Required Documentation for Reimbursement of Expenses

All reimbursements for travel, conference, meals and lodging expenses shall be submitted on the TRAVEL EXPENSE CLAIM form. An original receipt must be attached to support each item being claimed for reimbursement. Absent original receipts, copies and/or a signed statement by the claimant certifying the cost shall be attached. This certification shall include a written statement regarding the reasons that original receipts are not provided. The claimant shall certify by signature that all amounts were actual, accurate and necessary.

Payment for non-employees (Board members, etc.) is permitted when program rules and regulations specify it is allowed.

All claims should be submitted to the district Business office within 14 days of the event. The business office shall review each claim and obtain State Administrator/Superintendent approval as needed.

BP 4222 Personnel

**Teacher Aides/Paraprofessionals**

The Governing Board recognizes that paraprofessionals support student learning by providing valuable assistance to teachers and other certificated personnel and enabling greater individualized instruction and supervision of students. Such employees may perform instructional and/or administrative tasks in accordance with law, Board policy and administrative regulation.

*(cf. 1240 - Volunteer Assistance)*  
*(cf. 4200 - Classified Personnel)*  
*(cf. 6171 - Title I Programs)*

The Superintendent or designee shall ensure that paraprofessionals possess the qualifications required by law for their positions.

Paraprofessionals shall be under the immediate supervision and direction of certificated personnel.

In determining the assignment of paraprofessionals, the Superintendent or designee shall consider the greatest benefit to students based on such factors as class size, grade levels, student needs, subject matter and teacher workload.

Each paraprofessional shall be provided with a clear definition of his/her roles and responsibilities.

The Superintendent or designee shall ensure that all paraprofessionals receive ongoing support and regular performance assessments. Teachers shall receive training in how to collaborate effectively with an assistant and are expected to assign duties consistent with written job descriptions for paraprofessionals.

*(cf. 4131 - Staff Development)*  
*(cf. 4212 - Appointment and Conditions of Employment)*  
*(cf. 4215 - Evaluation/Supervision)*  
*(cf. 4231 - Staff Development)*

The Board encourages qualified paraprofessionals to pursue opportunities that lead to attainment of a teaching credential and enable them to increase their skills and experience in the classroom.

*(cf. 4112.2 - Certification)*  
*(cf. 4112.21 - Interns)*

Legal Reference:

EDUCATION CODE

44390-44393 California School Paraprofessional Teacher Training Program

44833 Postsecondary students as nonteaching aides

44835 Duties of nonteaching work study aides  
45330 Paraprofessionals  
45340-45349 Instructional aides  
45350-45354 Teacher assistants  
45360-45367 Teacher aides  
54480-54486 Special Teacher Employment Programs  
CODE OF REGULATIONS, TITLE 5  
12065-12070 Teacher aides for Special Teacher Employment Programs  
UNITED STATES CODE, TITLE 20  
6311 State plans  
6314 Schoolwide programs  
6315 Targeted assistance schools  
6318 Parent involvement  
6319 Qualifications for teachers and paraprofessionals  
CODE OF FEDERAL REGULATIONS, TITLE 34  
200.58-200.59 Qualifications and duties of paraprofessionals

Management Resources:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS  
Roles for Education Paraprofessionals in Effective Schools, 1997  
Title 1 Paraprofessionals, Non-Regulatory Guidance, March 1, 2004  
WEB SITES  
CTC Paraprofessional Teacher Training Program: <http://www.ctc.ca.gov/para>  
CDE: <http://www.cde.ca.gov>  
CSBA: <http://www.csba.org>  
U.S. Department of Education: <http://www.ed.gov>  
California School Employees Association: <http://www.csea.com>  
National Resource Center for Paraprofessionals: <http://www.nrcpara.org>  
National Clearinghouse for Paraeducator Resources:  
<http://www.usc.edu/dept/education/CMMR/Clearinghouse.html>  
(3/92 7/02) 11/03

Policy **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**  
First reading: April 17, 2012  
Adopted; King City, California

## AR 4222 Personnel

**Teacher Aides/Paraprofessionals****Qualifications and Duties of Paraprofessionals**

No person shall be initially assigned to assist in instruction as a paraprofessional unless he/she has demonstrated proficiency in reading, writing, and mathematics skills up to or exceeding that required for the district's high school seniors pursuant to Education Code 51220(a) and (f). (Education Code 45330, 45344.5, 45361.5)

A paraprofessional who has passed a proficiency test in another district **and was employed in the same capacity** shall be considered to have met the district's proficiency standards, unless the district determines that the other district's test is not comparable. (Education Code 45344.5, 45361.5)

Instructional aides shall perform only such duties as, in the judgment of the certificated personnel to whom the instructional aide is assigned, may be performed by a person not licensed as a classroom teacher. These duties shall not include assignment of grades to students. (Education Code 45344)

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

Instructional aides need not perform their duties only in the physical presence of the teacher, but the teacher shall retain responsibility for the instruction and supervision of the students in his/her charge. (Education Code 45344)

**Additional Qualifications and Duties of Paraprofessionals in Title I Programs**

All paraprofessionals ~~hired after January 8, 2002, to work~~ **working** in a program supported by federal Title I funds shall have received a high school diploma or its equivalent. (20 USC 6319; 34 CFR 200.58; Education Code 45330)

*(cf. 6171 - Title I Programs)*

In addition, ~~such paraprofessionals shall have met~~ at least one of the following criteria **shall be met immediately by paraprofessionals hired on or after January 8, 2002, and by the end of the 2005-06 school year by paraprofessionals hired before January 8, 2002:** (20 USC 6319; 34 CFR 200.58; Education Code 45330)

1. ~~Completed~~ **Completion of** at least two years of study (~~48 semester units or equivalent quarter units~~) at an institution of higher education

**In accordance with the definition adopted by the State Board of Education, "two years of study" shall be equal to 48 semester units or equivalent quarter units.**



2. ~~Obtained~~ **Possession of** an associate's degree or higher
3. In a manner other than receipt of a high school diploma, met a rigorous standard of quality and demonstrated knowledge of and ability to assist in instructing reading, writing, and mathematics, as demonstrated through a local or state assessment

A paraprofessional who was hired on or before January 1, 2003, shall be deemed to have met the proficiency exam requirements of item #3 above if he/she has previously demonstrated, through a local assessment, knowledge of and an ability to assist in instructing reading, writing, and mathematics. (Education Code 45330)

When a paraprofessional has previously worked in another district, the Superintendent or designee may determine whether any assessments conducted by the previous district satisfy the proficiency criteria of item #3 above.

Items #1-3 above shall not apply to any paraprofessional: (20 USC 6319; 34 CFR 200.58; Education Code 45330)

1. Who is proficient in English and a language other than English and who provides services primarily to enhance the participation of children in Title I programs by acting as a translator
2. Whose duties consist solely of conducting parental involvement activities consistent with 20 USC 6318

Paraprofessionals working in a program supported by Title I funds may be assigned to: (20 USC 6319; 34 CFR 200.59)

1. Provide one-on-one tutoring for eligible students, if the tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher
2. Assist with classroom management, such as organizing instructional and other materials
3. Provide assistance in a computer laboratory
4. Conduct parental involvement activities
5. Provide support in a library or media center
6. Act as a translator
7. Provide instructional services to students, provided that the paraprofessional is working under the direct supervision of a teacher

Title I paraprofessionals may assume limited duties that are assigned to similar personnel in non-Title I programs, including duties beyond classroom instruction or that do not benefit Title I students, in the same proportion of total work time as non-Title I paraprofessionals. (20 USC 6319; 34 CFR 200.59)

The principal of each school operating a Title I program shall annually attest in writing as to whether the school is in compliance with federal requirements regarding qualifications and duties of paraprofessionals listed above. Copies of attestations shall be maintained at the school and district office and shall be available to the public upon request. (20 USC 6319)

### **Parental Notification**

At the beginning of each school year, a parent/guardian shall be notified that he/she may request information regarding whether his/her child is provided services by paraprofessionals and, if so, their qualifications. (20 USC 6311)

*(cf. 5145.6 - Parental Notifications)*

(11/02 11/03) 11/05

Regulation **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

First reading: April 17, 2012

Adopted;

King City, California

E 4222 Personnel

**Teacher Aides/Paraprofessionals**

**ATTESTATION REGARDING TITLE I PARAPROFESSIONALS**

School: \_\_\_\_\_ Principal: \_\_\_\_\_

1. I certify that every paraprofessional hired after January 8, 2002, and working in a program supported by Title I funds, unless he/she is exempted by law, has received a high school diploma or its equivalent and has met at least one of the following criteria pursuant to 20 USC 6319:
  - a. Completed at least two years of study at an institution of higher education
  - b. Obtained an associate's or higher degree
  - c. Met a rigorous standard of quality and demonstrated, through a locally determined academic assessment, knowledge of and the ability to assist in instructing either reading, writing and mathematics or reading readiness, writing readiness and mathematics readiness
2. All paraprofessionals working in a Title I program are performing duties consistent with 20 USC 6319.

Signature: \_\_\_\_\_

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

Exhibit SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
First reading: April 17, 2012  
Adopted: King City, CA



## **Graduation Ceremonies and Activities**

### **SENIOR CODE OF CONDUCT**

As a member of the senior class, you are nearing that long-awaited goal, the high school diploma. Hopefully, every senior will receive that diploma and the privilege of taking part in the graduation ceremony. If you complete graduation requirements, the state guarantees you the right to the diploma.

However, state courts have ruled that participation in the graduation ceremony is a privilege, not a right. Graduation is a solemn event to honor those who do participate, both to reward you for your past citizenship and academic accomplishments, and to reward and acknowledge your parents/guardians for the support they have given you during your efforts to reach this point.

Because participating in the graduation ceremony and other senior activities is a privilege, King City Joint Union High School District will not allow any student (or group of students) to participate who commits any act violating school rules, negatively affecting the reputation of the senior class members or staff members.

Rules of conduct for graduation are no different than those rules you have been successfully following for your entire time in high school. These rules are listed below. You and your parents/guardians are asked to study these statements carefully, sign and return this paper to your senior English teacher by the designated date.

### **SENIOR CODE OF CONDUCT FOR PARTICIPATION IN GRADUATION OR SENIOR ACTIVITIES**

1. Normal attendance and discipline requirements are expected. Truancy or continual discipline problems are grounds for denial of the right to take part in senior activities.
2. Any student who attends school or senior functions under the influence of alcohol or drugs will not take part in senior activities.
3. Students must be in graduation status at the time to participate in the graduation ceremony.
4. Students must attend all rehearsals in order to participate in the graduation ceremony.
5. To participate in the graduation ceremony, all outstanding liabilities to the school (debts, books, detention, etc.) must be completed at least five (5) days prior to graduation.
6. Students who participate in fights or gang activities on or near campus during school hours will be suspended as usual and barred from senior activities.

7. Students who disrupt graduation will be removed from the ceremony. Disruption can include actions by individuals or groups which take attention away from other students participating in the respectful graduation ceremony.

To maintain the dignity that graduation and all senior activities deserve and to give you and outstanding senior year, we ask that you adhere to the above Senior Code of Conduct.

I have read the above Senior Code of Conduct rules and understand the requirements for any senior student to participate in senior activities and the graduation ceremony.

***Note: Students and/or parents choosing not to sign below will have selected the option of not having the student participate in graduation and other senior activities.***

\_\_\_\_\_  
Student's Name

\_\_\_\_\_  
Parent/Guardian's Name

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian's Signature

\_\_\_\_\_  
Date

Return to your senior English teacher.

## BP 5141.21 Students

**Administering Medication And Monitoring Health Conditions**

The Governing Board recognizes that **during the school day**, some students may need to take medication prescribed by a physician during the school day **or ordered by an authorized health care provider to be able to fully participate in the educational program**. The Superintendent or designee shall develop processes for the administration of medication to such ~~these~~ students by school personnel. **For any student with a disability, as defined under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973, necessary medication shall be administered in accordance with the student's individualized education program or Section 504 services plan.**

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.6 - Identification and Education Under Section 504)*

If a parent/guardian chooses, he/she may administer the medication to his/her child at school or designate another individual who is not a school employee to do so on his/her behalf.

*(cf. 1250 - Visitors/Outsiders)*

*(cf. 6116 - Classroom Interruptions)*

**In addition**, upon written request by the parent/guardian and with the approval of the student's ~~physician~~ **authorized health care provider**, a student with a medical condition that requires frequent treatment, monitoring, or testing may be allowed to self-administer, self-monitor, and/or self-test. The student shall observe universal precautions in the handling of blood and other bodily fluids.

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.23 - Asthma Management)*

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

**Administration of Medication by School Personnel**

**Any prescribed medication prescribed by an authorized health care provider, including an emergency antiseizure medication for a student with epilepsy**, may be administered by the school nurse or other designated school personnel only when the Superintendent or designee has received written statements from both the student's parent/guardian and ~~physician~~ **authorized health care provider**. (Education Code 49414.7, 49423; 5 CCR 600)

~~Staff authorized to~~ **School nurses and other designated school personnel shall** administer the medication ~~shall do so in accordance with~~ **medications in accordance with law, Board policy, and** administrative regulation and shall be afforded appropriate liability protection.

*(cf. 3530 - Risk Management/Insurance)*

*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*  
*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*

**Only a school nurse or other school employee with an appropriate medical license may administer an insulin injection to a student. In the event that no such licensed school personnel is available, the district may contract with a licensed nurse from a public or private agency to administer insulin to the student.**

*(cf. 5141.24 - Specialized Health Care Services)*

~~School staff who administer medication, including epinephrine auto-injections, to students shall receive training from qualified medical personnel on how such medication should be administered as well as training in the proper documentation and storage of the medication~~

**When unlicensed personnel are authorized by law to administer a medication, such as emergency antiseizure medication, epinephrine auto-injector, or glucagon, the Superintendent or designee shall ensure that school personnel designated to administer it to students receive appropriate training from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by and provided with emergency communication access to a school nurse, physician, or other appropriate individual.**

**The Superintendent or designee shall maintain documentation of the training, ongoing supervision, as well as annual written verification of competency of such other designated school personnel.**

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

**In an emergency situation such as a public disaster or epidemic, a trained, unlicensed district employee may administer medication to a student.**

Legal Reference:

EDUCATION CODE

48980 Notification at beginning of term

49407 Liability for treatment

49408 Emergency information

49414 Emergency epinephrine auto-injectors

49414.5 Providing school personnel with voluntary emergency training

49414.7 Emergency medical assistance: administration of epilepsy medication

49422-49427 Employment of medical personnel, especially:



49423 Administration of prescribed medication for student  
49423.1 Inhaled asthma medication  
49480 Continuing medication regimen; notice  
BUSINESS AND PROFESSIONS CODE  
2700-2837 Nursing, especially:  
2726 Authority not conferred  
2727 Exceptions in general  
3501 Definitions  
CODE OF REGULATIONS, TITLE 5  
600-611 Administering medication to students  
UNITED STATES CODE, TITLE 20  
1232g Family Educational Rights and Privacy Act of 1974  
1400-1482 Individuals with Disabilities Education Act  
UNITED STATES CODE, TITLE 29  
794 Rehabilitation Act of 1973, Section 504  
COURT DECISIONS  
American Nurses Association v. O'Connell, (2010) 185 Cal.App.4th 393

Management Resources:

AMERICAN DIABETES ASSOCIATION PUBLICATIONS  
Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006  
CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES  
Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007  
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
Training Standards for the Administration of Epinephrine Auto-Injectors, December 2004  
NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS  
Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003  
WEB SITES  
CSBA: <http://www.csba.org>  
American Diabetes Association: <http://www.diabetes.org>  
California Department of Education, Health Services and School Nursing:  
<http://www.cde.ca.gov/ls/he/hn>  
National Diabetes Education Program: <http://www.ndep.nih.gov>  
U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information:  
<http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>  
(7/10 11/10) 11/11

Policy **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**  
First reading: December 13, 2011  
Adopted; King City, California

## AR 5141.21 Students

**Administering Medication And Monitoring Health Conditions**

## Definitions

**Authorized health care provider means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)**

Other designated school personnel may include any individual employed by the district who has consented to administer the medication or otherwise assist the student and who may legally administer the medication **to the student or assist the student in the administration of the medication.** (5 CCR 601)

Medication may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

**Emergency medical assistance for a student suffering an epileptic seizure means the administration of an emergency antiseizure medication such as diazepam rectal gel and other emergency medications approved by the federal Food and Drug Administration for patients suffering from epileptic seizures. (Education Code 49414.7)**

## Notifications to Parents/Guardians

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians ~~that of the options available to~~ students who need to take prescribed medication during the school day ~~may be assisted by a school nurse or designated school personnel or allowed to self-administer certain medication as long as the district receives written statements from the student's physician and parent/guardian in accordance with the law, Board policy and administrative regulations~~ **and the rights and responsibilities of parents/guardians regarding those options.** (Education Code 49480)

*(cf. 5145.6 - Parental Notifications)*

**In addition,** the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

## Parent/Guardian Responsibilities

~~Before a designated employee administers or assists in the administration of any prescribed medication to any student or any student is allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication during school hours, the district shall have a written statement from the student's physician and a written statement from the student's parent/guardian. (Education Code 49423, 49423.1; 5 CCR 600)~~

**The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:**

- 1. Each year, providing required parent/guardian and authorized health care provider written statements as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. In addition, the parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49414.7, 49423, 49423.1; 5 CCR 600)**
- 2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician. (Education Code 49480)**
- 3. If the student suffers from epilepsy, notifying the principal or designee whenever the student has had an emergency antiseizure medication administered to him/her within four hours before a school day. (Education Code 49414.7)**
- 4. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider.**

## Parent/Guardian Statement

**When district employees are to administer medication to a student, the parent/guardian's written statement shall:**

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's ~~physician~~ **authorized health care provider and pharmacist**, as may be necessary, regarding the ~~physician's~~ **authorized health care provider's** written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how district employees will administer or otherwise assist the student in the administration of medication

4. Contain an acknowledgment that the parent/guardian understands his/her responsibilities to enable district employees to administer or otherwise assist the student in the administration of medication including, but not limited to, the parent/guardian's responsibility to provide a written statement from the ~~physician~~ **authorized health care provider**, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, **and to provide all necessary supplies and equipment**
5. Contain an acknowledgment that the parent/guardian may terminate consent for such administration at any time

**In addition to the requirements in items #1-5 above**, if a parent/guardian has requested that his/her child be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

**In addition to the requirements in items #1-5 above**, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to his/her child, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. **The individual's willingness to accept the designation**
2. **That the individual is permitted to be on the school site**
3. **Any limitations on the individual's authority**

~~Physician's~~ **Written Health Care Provider Statement**

**When district employees are to administer medication to a student or when a student is to be allowed to carry and self-administer prescription diabetes medication, auto-injectable epinephrine, or prescription inhaled asthma medication during school hours**, the ~~physician's~~ **authorized health care provider's** written statement shall include:

1. ~~Identify~~ **Clear identification of the student (Education Code 49414.7, 49423, 49423.1; 5 CCR 602)**
2. ~~Identify~~ **The name of the medication (Education Code 49414.7, 49423, 49423.1; 5 CCR 602)**
3. ~~Specify~~ **The method, amount, and time schedules by which the medication is to be taken (Education Code 49414.7, 49423, 49423.1; 5 CCR 602)**

4. If a parent/guardian has requested that his/her child be allowed to self-administer ~~prescription auto-injectable epinephrine or prescription inhaled asthma~~ medication, confirmation that the student is able to self-administer the medication (Education Code 49423, 49423.1; 5 CCR 602)

*(cf. 5141.23 - Asthma Management)*

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

5. Name, address, telephone number, and signature of the student's ~~physician~~ **authorized health care provider**

**When authorizing a district employee to administer emergency antiseizure medication to a student, the authorized health care provider's written statement shall also include the following: (Education Code 49414.7)**

1. **Detailed seizure symptoms, including frequency, type, or length of seizures that identify when the administration of the medication becomes necessary**
2. **A protocol for observing the student after a seizure, including, but not limited to, whether he/she should rest in the school office or return to his/her class, the length of time for direct observation, and a requirement to contact the school nurse and the student's parent/guardian to continue the observation plan**

#### District Responsibilities

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medications in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medications, **and note on the list the type of medication and the times and dosage to be administered**
4. Maintain a medication log which may:
  - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information
  - b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication
5. Maintain a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student

6. Ensure that student confidentiality is appropriately maintained

*(cf. 5125 - Student Records)*

7. Coordinate the administration of medication during field trips and after-school activities

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6153 - School-Sponsored Trips)*

8. Report to the parent/guardian and the site administrator any refusal by the student to take his/her medication
9. Keep all medication to be administered by the district in a locked drawer or cabinet
10. **As needed**, communicate with the ~~physician~~ **authorized health care provider and pharmacist** regarding the medication and its effects
11. Counsel **other designated** school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose
12. Ensure that unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances
13. **Provide immediate medical assistance, if needed, and report to the site administrator and parent/guardian instances when the medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement**

**Upon receiving such notification, the site administrator may notify the student's authorized health care provider and shall document the error in the medication log.**

(7/10 11/10) 11/11

Regulation            **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

First reading: April 17, 2012

Adopted;

King City, California

## BP 6153 Instruction

**SCHOOL-SPONSORED TRIPS**

The Governing Board recognizes that school-sponsored trips are an important component of a student's development. Supplementing and enriching classroom experiences, such trips encourage new interests among students, make them more aware of community resources, and help them related their school experience to the outside world. The Board believes that careful planning can greatly enhance the value and safety of such trips. **School-sponsored trips may be** conducted in connection with the district's course of study or school-related social, educational, cultural, athletic, school band activities, or other extracurricular or co-curricular activities. A field trip to a foreign country may be permitted to familiarize students with the language, history, geography, natural science, and other studies relative to the district's course of study. The Board generally does not recognize summer and post-graduation educational or recreational travel trips as school sponsored trips.

*(cf. 6143 - Courses of Study)*

*(cf. 6145 - Extracurricular and Co-curricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

Requests for school-sponsored trips involving out-of-state, out-of-country, or overnight travel, or trips by commercial air and commercial water transportation shall require the prior approval of the Board. The requests shall be submitted to the Superintendent or designee at least 60 days prior to the trip. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. All other school-sponsored trips shall be approved in advance by the principal. **Exceptions to the 60 day rule may include play-offs, tournaments and competitions.**

*(cf. 3312.2 - Educational Travel Program Contracts)*

The principal shall establish a process for approving a staff member's request to conduct a school-sponsored trip. When planning trips, staff shall consider student safety, objectives of instruction, the most effective use of instructional time, the distance from school, district and student expense, and transportation and supervision requirements. Principals may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

*(cf. 3530 - Risk Management/Insurance)*

*(cf. 3541.1 - Transportation: School-Related Trips)*

*(cf. 5142 - Safety)*

*(cf. 5143 - Insurance)*

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

No field trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. The Superintendent or designee shall coordinate with community groups to supply funds for students in need. (Education Code 35330)

*(cf. 1230 - School-Connected Organizations)*  
*(cf. 1321 - Solicitation of Funds from and by Students)*  
*(cf. 1700 - Relations Between Private Industry and the Schools)*

District funds shall not be used to pay student expenses for out-of-state or out-of-country field trips or excursions. However, expenses of instructors, chaperones, and other personnel participating in such trips, as well as incidental expenses for the use of district equipment during the trip, may be paid from district funds. (Education Code 35330)

Legal Reference:

EDUCATION CODE

8760 Authorization of outdoor science and conservation programs  
32040-32044 First aid equipment: field trips  
35330 Excursions and field trips  
35331 Provision for medical or hospital service for pupils (on field trips)  
35332 Transportation by chartered airline  
35350 Transportation of students  
44808 Liability when pupils not on school property  
48908 Duties of pupils; authority of teachers

BUSINESS AND PROFESSIONS CODE

17540 Travel promoters  
17550-17550.9 Sellers of travel  
17552-17556.5 Educational travel organizations

Management Resources:

WEB SITES

American Red Cross: <http://www.redcross.org>  
California Association of Directors of Activities: <http://www.cada1.org>  
U.S. Department of Homeland Security: <http://www.dhs.gov>

(9/88 3/91) 7/06

Policy **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

First reading: April 17, 2012

Adopted;

King City, California



BP 6162.51 Instruction

### **Standardized Testing And Reporting Program**

**The Governing Board desires to use the results of the achievement tests to evaluate the performance of district students in achieving state academic standards and in comparison to the performance of students across the state. The Superintendent or designee shall administer mandatory student assessments within the state Standardized Testing and Reporting (STAR) Program as required by law and in accordance with Board policy and administrative regulation.**

*(cf. 6162.5 - Student Assessment)*

*(cf. 6162.54 - Test Integrity/Test Preparation)*

**The Board strongly encourages all students at the applicable grade levels to participate in the STAR assessments in order to maximize the usefulness of the data and enable the district to meet participation levels required for state and federal accountability systems. The Superintendent or designee shall notify students and parents/guardians about the importance of these assessments and shall develop strategies to encourage student participation. Students shall be exempted from participation only in accordance with law and administrative regulation.**

*(cf. 0520.2 - Title I Program Improvement Schools)*

*(cf. 0520.3 - Title I Program Improvement Districts)*

*(cf. 6011 - Academic Standards)*

**The Board shall annually examine STAR results by school, grade level, and student subgroup in the Board's discussion of each school's ranking on the statewide Academic Performance Index. If the STAR performance level of the school is below the Board's established expectations, the Board may conduct an assessment of the reasons for the performance results and may adopt a performance improvement plan in accordance with Education Code 52056.**

*(cf. 0500 - Accountability)*

#### Legal Reference:

##### EDUCATION CODE

51041 Evaluation of educational program

52056 Board discussion of Academic Performance Index rankings, including STAR results

56345 Individualized education program, contents

60600-60630 Assessment of academic achievement

60640-60649 Standardized Testing and Reporting Program

60660-60663 Electronic learning assessment resources

60810 Assessment of language development

99300-99301 Early Assessment Program

##### CODE OF REGULATIONS, TITLE 5

850-870 Standardized Testing and Reporting Program

UNITED STATES CODE, TITLE 20  
1412(a)(17) Participation of students with disabilities in state assessments  
6311 Adequate yearly progress  
CODE OF FEDERAL REGULATIONS, TITLE 34  
200.1 Standards and assessment

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
Matrix of Test Variations, Accommodations and Modifications for Administration of  
California Statewide Assessments  
CALIFORNIA STATE UNIVERSITY PUBLICATIONS  
The Early Assessment Program: Handbook for School Site Leaders, 2008  
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS  
PUBLICATIONS  
The Use of Tests as Part of High-Stakes Decision-Making for Students: A Resource Guide  
for Educators and Policy-Makers, December 2000  
WEB SITES  
CSBA: <http://www.csba.org>  
California Department of Education, STAR Program: <http://www.cde.ca.gov/ta/tg/sr>  
California Learning Resources Network: <http://clrn.org>  
California State University, Early Assessment Program: <http://www.calstate.edu/eap>  
U.S. Department of Education, Office for Civil Rights:  
<http://www.ed.gov/about/offices/list/ocr/index.html>  
(11/04 3/07) 11/08

Policy **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**  
First reading: April 17, 2012  
Adopted; King City, California

AR 6162.51 Instruction

**Standardized Testing And Reporting Program**

**The district shall administer the following assessments in the Standardized Testing and Reporting (STAR) program:**

- 1. The California Standards Tests (CSTs) in English language arts, mathematics, science, and history-social science to students in grades 2-11 (Education Code 60640)**

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6142.93 - Science Instruction)*

*(cf. 6142.94 - History-Social Science Instruction)*

**In addition, students in grade 11 may voluntarily take an augmented CST as part of the Early Assessment Program to determine their readiness for college-level work in English and/or mathematics. (Education Code 60641, 99300-99301)**

- 2. The Standards-Based Test in Spanish (STS) to Spanish-speaking English learners in grades 2-11 who either: (Education Code 60640)**
  - a. Receive instruction in Spanish, regardless of how long they have been in the United States**
  - b. Have been enrolled in a California public school for less than 12 months**

*(cf. 6174 - Education for English Language Learners)*

**This test shall be required in addition to the CST administered in English. (Education Code 60640)**

**Following the first year of enrollment in a California public school, Spanish-speaking English learners in grades 2-11 shall continue to take the STS in addition to the CST in English if the Superintendent or designee determines that such test results would provide useful information about students' performance.**

- 3. The California Alternate Performance Assessment (CAPA) for students in grades 2-11 with severe cognitive disabilities who are unable to take the CSTs even with accommodations or modifications, or the California Modified Assessment (CMA) for students in grades 3-11 who are not severely cognitively disabled, when determined appropriate by the student's individualized education program (IEP) team (Education Code 56345, 60640; 5 CCR 850; 34 CFR 200.1)**

**A student with disabilities may be assessed using the CAPA in all subject areas, CMA in all subject areas, or a combination of CSTs and CMA in the subject areas being assessed, but shall not be allowed to take both the CAPA and CMA. Eligibility to take the CMA shall be based on the criteria specified in 5 CCR 850. The Superintendent or designee shall inform the parents/guardians of students selected to be assessed with the CMA that their child's achievement will be measured based on modified achievement standards. (5 CCR 850)**

**Any special education student who is an English learner may be tested with the STS in accordance with item #2 above, unless the IEP specifically exempts him/her from such testing. (Education Code 56345)**

*(cf. 6159 - Individualized Education Program)*  
*(cf. 6164.6 - Identification and Education Under Section 504)*

**The Superintendent or designee shall make arrangements as necessary to test all eligible students in alternative education programs or programs conducted off campus. (5 CCR 851)**

*(cf. 6158 - Independent Study)*  
*(cf. 6181 - Alternative Schools/Programs of Choice)*  
*(cf. 6183 - Home and Hospital Instruction)*  
*(cf. 6184 - Continuation Education)*  
*(cf. 6185 - Community Day School)*

### **Testing Period**

**The STAR tests, with the exception of the writing portion of the English language arts tests, shall be administered to students during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the instructional days of the school, track, or program. (Education Code 60640; 5 CCR 855)**

**The Superintendent or designee shall arrange for at least two make-up days for the testing of students who were absent during the testing period. All make-up testing shall occur within five instructional days of the last date that the district administered the tests, but not later than the 25-day testing window. (Education Code 60640; 5 CCR 855)**

### **Exemptions**

**A parent/guardian may submit to the school a written request to excuse his/her child from any or all parts of any test. District employees may discuss the STAR program with parents/guardians and may inform them of the availability of exemptions under Education Code 60615. However, the district and its employees shall not solicit or encourage any written exemption request on behalf of any student or group of students. (5 CCR 852)**

**If a parent/guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted shall be scored and the results reported to the parent/guardian and included in the student's records. (5 CCR 852)**

### **Testing Variations**

**Assessments shall be administered in accordance with the manuals or other instructions provided by the test contractor, unless a testing variation, accommodation, or modification is specifically allowed pursuant to 5 CCR 853.5. (5 CCR 853, 853.5)**

**All students may be provided with the following variations: (5 CCR 853.5)**

- 1. Simplified or clarified test directions**
- 2. Testing in a small group setting**
- 3. As much time as needed within a single sitting to complete a test or test part**

**In addition, all students shall be provided with the following testing variations if such variations are regularly used in the classroom: (5 CCR 853.5)**

- 1. Special adaptive furniture**
- 2. Special lighting, special acoustics, noise-canceling devices, visual magnifying equipment, or audio amplification equipment**
- 3. An individual carrel or study enclosure**
- 4. Individual testing in a separate testing room provided that a district employee who has signed the test security affidavit directly supervises the student**
- 5. Colored overlay, masks, or other means to maintain visual attention to the test or test questions**
- 6. Manually Coded English or American Sign Language to communicate directions for test administration**

**Identified English learners shall be permitted the following testing variations if such variations are regularly used in the classroom or for assessment: (5 CCR 853.5)**

- 1. Testing in a separate room with other English learners provided that a district employee who has signed the test security affidavit directly supervises the student.**

2. **Additional supervised breaks following each section within a test part provided that the test section is completed within a testing day. A test section is identified by a "STOP" at the end of it.**
3. **Translation of the test directions printed in the test administration manual into the student's primary language, and the opportunity to ask clarifying questions about any test directions presented orally in the student's primary language.**
4. **Access to translation glossaries/word lists for the CSTs in mathematics, science, and history-social science (English to primary language). The translation glossaries/word lists are to include only the English words or phrases with the corresponding primary language words or phrases. The glossaries/word lists shall not include definitions, parts of speech, or formulas.**

**Students with disabilities shall be permitted to take the assessments with any of the testing variations listed in 5 CCR 853.5, provided the variations are specified in their IEP or Section 504 plan. These variations may include, but are not limited to, accommodations in the presentation or setting of the test administration or in how a student is allowed to respond, and/or modifications in accordance with 5 CCR 853.5. (5 CCR 850, 853, 853.5)**

#### **Staff Responsibilities**

**Each year the Superintendent or designee shall designate a district coordinator who shall serve as the district representative and liaison with the California Department of Education (CDE) for all matters relating to the STAR program. The Superintendent or designee also shall designate a coordinator for each test site. (5 CCR 857-858)**

**In addition to the duties specified in 5 CCR 857, the district coordinator shall establish guidelines to help ensure that the test contractor is provided complete student information, as specified in 5 CCR 861 and 870, for purposes of the Academic Performance Index.**

*(cf. 3553 - Free and Reduced Price Meals)*

**After receiving summary reports and files from the test contractor, the district coordinator shall review the files and reports for completeness and accuracy and shall notify the test contractor and the CDE of any errors, discrepancies, or incomplete information. (5 CCR 857)**

**The Superintendent or designee also shall appoint test examiner(s) to administer the assessments. A test examiner shall be an employee or contractor of the district or, for the CAPA, shall be a certificated or licensed school, district, or county staff member. (5 CCR 850)**

*(cf. 4112.2 - Certification)*

*(cf. 4113 - Assignment)*

**As appropriate, the Superintendent or designee shall assign a specially trained district employee to serve as a test proctor to assist the test examiner; a specially trained district employee, or other person supervised by a district employee, to serve as a translator to translate the test directions into a student's primary language; and a district employee to serve as a scribe to transcribe a student's responses to the format required by the test. A student's parent/guardian shall not be eligible to be that student's translator or scribe. (5 CCR 850)**

**Test coordinators, examiners, proctors, translators, and scribes shall sign a test security agreement or affidavit. (5 CCR 850, 857-859)**

### **Report of Test Results**

**Within 20 working days of receiving any student test report from the test contractor, the Superintendent or designee shall forward the student report to the student's parents/guardians. If these reports are received after the last day of instruction in the school year, each student's results shall be mailed to his/her parents/guardians. (Education Code 60641; 5 CCR 863)**

*(cf. 5145.6 - Parental Notifications)*

**The report shall include a clear explanation of the purpose of the test, the student's score, and its intended use by the district. (Education Code 60641)**

**An individual student's scores shall also be reported to his/her school and teacher(s) and shall be included in his/her student record. (Education Code 60641)**

*(cf. 5125 - Student Records)*

**With parent/guardian consent, the Superintendent or designee may release a student's test results to a postsecondary educational institution for the purposes of credit, placement, determination of readiness for college-level coursework, or admission. (Education Code 60641)**

**The Superintendent or designee shall present districtwide, school-level, and grade-level results to the Governing Board at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student. (Education Code 60641)**

*(cf. 9321.1 - Closed Session Actions and Reports)*

Regulation            **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

First Reading: April 17, 2012

Adopted:

King City, California

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

**GOVERNING BOARD**

**SUBJECT:** Approval of Negotiations Proposal "Sunshine" for  
Successor Agreement of  
SMCJUHSD/KCJUHSOTA Contracts

**MEETING:** April 17, 2012

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The goal for the SMCJUHSD is to develop a long-term solution to the fiscal crisis currently facing the district.

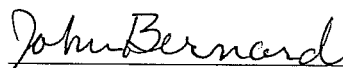
Recommendation:

The King City High School Teachers Association and the South Monterey County Joint Union High School District will soon begin negotiations for a successor to the 2010-2013 collective bargaining agreement. The California Education Code requires that both parties "sunshine" their initial proposals and subsequently hold a public hearing at which time the public has an opportunity to provide input on the proposals prior to the commencement of negotiations. The South Monterey County Joint Union High School District initial proposal for the successor agreement is attached and is "sunshined" at this meeting. Copies of the proposal are made available to the public.

Fiscal Impact:

Submitted By:

Approved:

  
John Bernard Ed.D. *JB*  
State Administrator



**South Monterey County Joint Union High School District  
New Proposal for the 2013-2014 Contract with KCJUHSOTA  
April 17, 2012**

The South Monterey County Joint Union High School District has a commitment to fundamental values which include:

- Academic Achievement for all Students
- Closure of the Achievement Gap between all Statistically-Significant Student Groups
- Fiscal Responsibility
- Long-Term Stability of District Services for Staff and Students
- Professionalism and Accountability for All Employees

These values and the goals guide the District in proposing adjustments to current contract language, and guide the development of responses to all proposals in negotiations.

The South Monterey County Joint Union High School District hereby submits the following initial proposal for the 2013-2014 collective bargaining agreement in compliance with Article I of the Collective Bargaining Agreement between the South Monterey County Joint Union High School District (District) and the King City Joint Union High School District Teachers' Association (Association).

All terms and conditions of the current King City Joint Union High School District Teachers Association/South Monterey County Joint Union High School District Collective Bargaining Agreement (CBA) will remain unchanged, with the exception of agreements that are reached on the following articles, for the period July 1, 2013 – June 30, 2014:

**Article 1 (Agreement)**

- It is the District's intent to modify language.

**Article 3 (Definitions)**

- It is the District's intent to modify language.

**Article 4 (Negotiation Procedures)**

- It is the District's intent to modify language.

**Article 5 (Association Rights)**

- It is the District's intent to modify language.

**Article 7 (Grievance and Arbitration Procedures)**

- It is the District's intent to modify language.

**Article 10 (Teacher Orientation)**

- It is the District's intent to modify language.

**Article 11 (Hours of Employment)**

- It is the District's intent to modify language.

**Article 12 (Extra Duty Assignments)**

- It is the District's intent to modify language.

**Article 13 (Leaves)**

- It is the District's intent to modify language.

**Article 14 (Class Size)**

- It is the District's intent to modify language.

**Article 15 (Evaluations)**

- It is the District's intent to modify language.

**Article 16 (Peer Assistance and Review)**

- It is the District's intent to modify language.

**Article 17 (Salary)**

- It is the District's intent to modify language.

**Article 19 (Earned Preparation Period Substitution Policy for Teachers)**

- It is the District's intent to modify language.

**Article 20 (Benefits)**

- It is the District's intent to modify language.

**Article 21 (Early Retirement Program)**

- It is the District's intent to modify language.

**Article 22 (Part Time Employment with Full Time Retirement Credit)**

- It is the District's intent to modify language.

**Article 23 (Work Year)**

- It is the District's intent to modify language.

**Article 24 (Assignment, Reassignment and Transfer)**

- It is the District's intent to modify language.

**Article 31 (Miscellaneous Provisions)**

- It is the District's intent to modify language.

**Appendix A. (Certificated Salary Addendum)**

- It is the District's intent to modify language.

**Appendix B. (Extra Duty Assignments)**

- It is the District's intent to modify language.

**Appendix C. (Salary Schedule)**

- It is the District's intent to modify provisions within this Appendix and that these provisions are affordable within the FCMAT multi-year fiscal recovery plan for 2013-14.

**Appendix D. (Professional Growth)**

- It is the District's intent to modify language.

**Appendix E. (Approved Forms)**

- It is the District's intent to modify forms to reflect change in District name, current practice, and/or changes in other Articles.

**Memoranda of Understanding:**

- It is the District's intent to incorporate signed MOU's into the CBA as new article(s).

**New Article:**

- It is the District's intent to add a new article, "Intermediate Discipline."

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

**GOVERNING BOARD**

**SUBJECT:** Approval of Negotiations Proposal "Sunshine" for  
Successor Agreement of SMCJUHSD/CSEA Local  
529Contract

**MEETING:** April 17, 2012

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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Board Goals:

- \_\_\_\_\_ Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- \_\_\_\_\_ Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- \_\_\_\_\_ Develop/Sustain Fiscal Crisis Long-Term Solution
- \_\_\_\_\_ Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- \_\_\_\_\_ Ensure that Facilities are Safe for Staff and Students
- \_\_\_\_\_ Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The goal for the SMCJUHSD is to develop a long-term solution to the fiscal crisis currently facing the district.

Recommendation:

CSEA Local 529 and the South Monterey County Joint Union High School District will soon begin negotiations for a successor to the 2010-2013 collective bargaining agreement. The California Education Code requires that both parties "sunshine" their initial proposals and subsequently hold a public hearing at which time the public has an opportunity to provide input on the proposals prior to the commencement of negotiations. The South Monterey County Joint Union High School District initial proposal for the successor agreement is attached and is "sunshined" at this meeting. Copies of the proposal are made available to the public.

Fiscal Impact:

Submitted By:

Approved:

\_\_\_\_\_  
John Bernard Ed.D. *DRM*  
State Administrator

**South Monterey County Joint Union High School District**  
**New Proposal for the 2013-2014 Contract with CSEA Local #529**  
**April 17, 2012**

The South Monterey County Joint Union High School District has a commitment to fundamental values which include:

- Academic Achievement for all Students
- Closure of the Achievement Gap between all Statistically-Significant Student Groups
- Fiscal Responsibility
- Long-Term Stability of District Services for Staff and Students
- Professionalism and Accountability for All Employees

These values and the goals guide the District in proposing adjustments to current contract language, and guide the development of responses to all proposals in negotiations.

The South Monterey County Joint Union High School District hereby submits the following initial proposal for the 2013-2014 collective bargaining agreement:

All terms and conditions of the current California School Employees Association - King City Chapter #529/South Monterey County Joint Union High School District collective bargaining agreement will remain unchanged, with the exception of agreements that are reached on the following articles, for the period July 1, 2013 – June 30, 2014:

**Agreement**

- It is the District's intent to modify language.

**Article 3 (Organizational Rights and Responsibilities)**

- It is the District's intent to modify language.

**Article 4 (Organizational Security)**

- It is the District's intent to modify language.

**Article 5 (Hours and Overtime)**

- It is the District's intent to modify language.

**Article 6 (Pay and Allowances)**

- It is the District's intent to modify language.

**Article 7 (Health and Welfare)**

- It is the District's intent to modify language.

**Article 8 (Holidays)**

- It is the District's intent to modify language.

**Article 9 (Vacation Plan)**

- It is the District's intent to modify language.

**Article 11 (Promotion/Transfer Procedure)**

- It is the District's intent to modify language.

**Article 12 (Leaves)**

- It is the District's intent to modify language.

**Article 13 (Grievance Procedure)**

- It is the District's intent to modify language.

**Article 15 (District Rights)**

- It is the District's intent to modify language.

**Article 19 (Drug and Alcohol Testing for Safety Sensitive Positions)**

- It is the District's intent to modify language.

**Article 20 (Duration)**

- It is the District's intent to modify language.

**Article 22 (Layoff and Reemployment)**

- It is the District's intent to modify language.

**Appendix A (Salary Schedule)**

- It is the District's intent to modify provisions within this Appendix and that these provisions are affordable within the FCMAT multi-year fiscal recovery plan for 2013-14.

**Appendix B (Classified Job Titles & Salary Ranges)**

- It is the District's intent to modify language.

**Appendix E (Calendar)**

- It is the District's intent to include a new 2013-14 calendar.

**Appendix F (Seniority List)**

- It is the District's intent to include an updated seniority list reflecting employee changes.

**Appendix G (Reduction in work year for 2011-12)**

- It is the District's intent to modify language.

**Appendix H (Side Letter of agreement Regarding Health Plan Alternatives)**

- It is the District's intent to modify language.

**Memoranda of Understanding**

- It is the District's intent to include signed MOU's into the CBA as new article(s).

**New Article**

- It is the District's intent to add a new article, "Intermediate Discipline"

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD**

**SUBJECT:** Resolution regarding School Facilities Fees

**MEETING:** April 17, 2012

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The district has requested a study which updates, amends and confirms prior resolutions on school facilities fees (developer fees) and increases fees to be assessed on residential, commercial and industrial development projects pursuant to Education Code Section 17620.

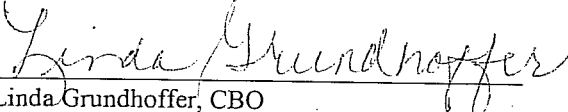
Recommendation:

Approve Resolution #18

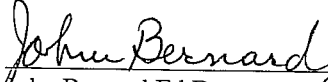
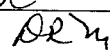
Fiscal Impact:

None

Submitted By:

  
Linda Grundhoffer, CBO

Approved:

  
John Bernard Ed.D.   
State Administrator

Resolution of the Governing Board of the  
South Monterey County Joint Union High School District

RESOLUTION #18:11-12

REGARDING SCHOOL FACILITIES FEES

1. **Authority and Reasons for Adopting Resolution**

A. This Board has adopted a resolution levying school facilities fees under Education Code Section 17620 and has subsequently adopted resolutions increasing the amount of those fees as authorized in that section. Those resolutions are hereby incorporated by reference into this Resolution. It is appropriate at this time to review the findings made in those resolutions to determine if it is still necessary to levy fees under Education Code Section 17620 and if so, at what levels;

B. The State Allocation Board determined the adjustment for inflation in the statewide cost index for Class B construction at its January 2012 meeting, by which fees imposed under Education Code Section 17620 may be changed; and

C. This Board has conducted a public hearing on the issues referred to above at a duly noticed public meeting, during which this Board received and considered evidence on these issues, including a report from its Superintendent analyzing the capital facilities needs of the District and the revenue sources available. That report is attached as Exhibit "A" and is incorporated by reference.

2. **What This Resolution Does**

This Resolution updates, amends, and confirms prior resolutions on school facilities fees and increases fees to be assessed on residential, commercial, and industrial development projects pursuant to Education Code Section 17620.

3. **Levying of Fees Exempt From CEQA**

Based on its earlier Resolutions and pursuant to Education Code Section 17621(a), this Board finds again that the levying of fees pursuant to Education Code Section 17620 is exempt from the provisions of the California Environmental Quality Act (CEQA).



4. **Exemptions From Fees**

A. This Board recognizes that various categories of residential, commercial, or industrial developments as well as individual development projects are or will be exempted from fees imposed under Education Code Section 17620 by such statutory provisions as Education Code Sections 17621 et seq., Government Code Sections 50076, 65995 et seq., and 66000 et seq., and judicial decisions.

B. In compliance with statutory and decisional law, and pursuant to Government Code Sections 66008-66009 and Education Code Sections 17621(e) and 35014, this Board has adopted the procedures, criteria, and definitions contained in this Board's "Resolution Regarding School Facilities Fees Exemption Procedures," as amended.

C. By adopting these criteria and procedures, this Board has ensured that no fees will be levied upon any individual development project without the project's proponent being afforded an opportunity for individualized review by this Board of the propriety of imposing fees on that project and, as to commercial or industrial development projects, for the findings required by Government Code Section 66001(a) and (b) to be made on an individual project basis as provided in Education Code Section 17621(e)(1).

5. **School Facilities Fees Are Necessary and Reasonable**

Based on all of the above, the findings and evidence contained in the Board's earlier Resolutions on this subject, and the evidence presented to this Board at the hearing and in Exhibit "A," this Board confirms its earlier Resolutions, adopts the findings and conclusions set forth in Exhibit "A" as its own, and finds each of the following:

A. The purpose of the fees adopted and confirmed in this Resolution is to fund the construction or reconstruction of school facilities;

B. These fees will be used to fund the construction or reconstruction of school facilities needed to reduce overcrowding which exists in the District and impairs the normal functioning of educational programs;

C. The overcrowding to be reduced by use of these fees exists because the enrollment projected to result from continuing residential, commercial, or industrial development exceeds the capacity of the district to provide adequate housing;

D. The amount of fees to be paid pursuant to this Resolution bears a reasonable relationship and is limited to the needs of the community for elementary or high school facilities and is reasonably related and limited to the need for schools caused by residential, commercial, or industrial development; and

E. The amount of fees to be paid pursuant to this Resolution does not exceed the estimated reasonable costs of providing for the construction or reconstruction of school facilities necessitated by the development projects from which the fees are to be collected.

6. **Adoption and Confirmation of Fees**

A. Based on all of the above, the findings and evidence contained in the Board's earlier Resolutions on this subject, and the evidence presented to the Board at the hearing and in Exhibit "A," this Board adopts and levies the following increased fees for the purpose of funding the construction or reconstruction of school facilities upon residential development projects within the boundaries of the District.

(1) \$3.20 per square foot of assessable space of all new residential construction and of all other residential construction to the extent of any resulting increase in assessable space; or

(2) Any lesser amount as may be determined pursuant to the procedures, criteria, and definitions contained in the Resolution referred to in 4B above.

B. Based on all of the above, the findings and evidence contained in the Board's earlier Resolutions on this subject, and the evidence presented to the Board at the hearing and in Exhibit "A," this Board adopts and levies the following increased fees for the purposes of funding the construction or reconstruction of school facilities upon commercial or industrial development projects within the boundaries of the District.

(1) \$0.51 per square foot of all chargeable covered and enclosed space of any new commercial or industrial construction not within a category expressly exempted by this Board in the Resolution referred to in 4 above; or

(2) Any lesser amount as may be determined pursuant to the procedures, criteria, and definitions contained in the Resolution referred to in 4B above.

C. This Board determines that the fees to be levied will be collected for public improvements or facilities for which an account has been established and funds appropriated, and for which this Board has adopted a proposed construction schedule or plan. Based on this determination, and pursuant to Section 66007 of the

Government Code, this Board orders that payment of the fees specified above will be required prior to issuance of a building permit. This Board will review the facilities fee account every fiscal year, and if the District has unexpended or uncommitted fees within five (5) years of collection, this Board will either make the findings required by Government Code Section 66001 or direct the refund of the fees.

D. Pursuant to Government Code Section 65995(b)(3), these rates shall be increased each even numbered calendar year according to the adjustment for inflation set forth in the statewide cost index for Class B construction, as determined by the State Allocation Board at its January meeting.

E. The State Administrator will give notice of this action to the agencies responsible for issuance of permits by transmitting a copy of this Resolution to them.

PASSED AND ADOPTED by the State Administrator of the South Monterey County Joint Union High School District.

---

State Administrator

---

Date

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD**

**SUBJECT:** Adoption of Resolution #19:11-12  
Categorical Flexibility Funds

**MEETING:** April 17, 2012

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

We are contracting with Monterey Peninsula Unified School District to provide services for a special education student that we are unable to provide. The attached contract is the overarching contract for types of services available. An individual agreement will be made for the student once all relevant services have been determined.

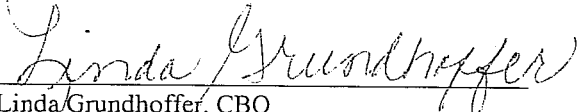
Recommendation:

Districts are required under the Budget Act of 2009, to report on the use of the categorical flexibility funds on an annual basis. The attached schedule shows how the funds were used in the 2011-12 year and the proposed use of the funds for the 2012-13 budget year.

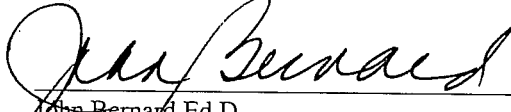
Fiscal Impact:

None

Submitted By:

  
Linda Grundhoffer, CBO

Approved:

  
John Bernard Ed.D.  
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

RESOLUTION FOR ADOPTING THE 2012-13 USE OF  
CATEGORICAL FLEXIBILITY FUNDS  
RESOLUTION #19:11-12

WHEREAS, the State Adopted Budgets of 2008-09 and 2009-10 (SBX3 4) provides "flexibility" for the use of certain Categorical Program Funds to be used in response to the State fiscal crisis, and

WHEREAS, the Flexibility legislation requires the State Administrator, at a regularly scheduled open public hearing take testimony from the public and shall discuss and approve or disapprove the proposed use of funding, and

WHEREAS, the attached schedule reflects the estimated amount of flexibility funds to be used in the General Fund for any education purpose as will be reflected in the various budgets for the 2012-13 fiscal year,

NOW THEREFORE, BE IT RESOLVED, the State Administrator approves the use of the Flexibility Funds as required by the Budget Act of 2009.

APPROVED AND ADOPTED this 17th day of April, 2012.

---

John Bernard, PhD, State Administrator

Exhibit A

**TIER III**

<b>Program</b>	<b>Budgeted Revenue 2011-12</b>	<b>Use in 2011-12</b>	<b>Proposed Use in 2012-13</b>
Supplemental Counseling	124,118	General instruction	General instruction
9 <sup>th</sup> Grade Class Size Reduction	93,779	General instruction	General instruction
Gifted and Talented Education	13,692	General instruction	General instruction
Instructional Materials	120,829	General instruction	General instruction
Peer Assistance and Review	6,325	General instruction	General instruction
Community Based English	21,108	General instruction	General instruction
Math & Reading	4,009	General instruction	General instruction
Staff Development	1,002	General instruction	General instruction
Administrator Training	7,274	General instruction	General instruction
ROC/P	231,584	ROC/P classes	ROC/P classes
Professional Development	45,691	One buy-back day	Staff development
Targeted Instruction	40,125	General instruction	General instruction
School & Library Improvement	1,404	General instruction	General instruction
School Safety & Violence	38,222	General instruction	Offset SRO costs
Pupil Retention Block Grant	276,789	General instruction	General instruction
CAHSEE Intensive Instruction	116,576	General instruction and testing supplies	General instruction and testing supplies
Arts & Music Block Grant	33,188	General instruction	General instruction
Deferred Maintenance	81,851	General instruction	General instruction
Adult Education	274,520	General instruction	General instruction

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL  
DISTRICT**

**SUBJECT:** Classified Employee Layoffs

**MEETING:** April 17, 2012

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

---

**GOVERNING BOARD**

Board Goals:

- \_\_\_\_\_ Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- \_\_\_\_\_ Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- XX \_\_\_\_\_ Develop/Sustain Fiscal Crisis Long-Term Solution
- \_\_\_\_\_ Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- \_\_\_\_\_ Ensure that Facilities are Safe for Staff and Students
- \_\_\_\_\_ Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

As the school district works to return to financial solvency, it becomes imperative to reduce a number of employee positions. Attached is Resolution # 20:11/12 to reduce the classified staff as noted.

Recommendation:

It is recommended that the State Administrator approve Resolution #20:11/12, Layoff of Classified Staff

Fiscal Impact:

Savings of \$158,186

Submitted By:

Daniel R. Moirao, Ed.D.  
Assistant Superintendent Educational Services/  
Human Resources

Approved:

John Bernard  
John Bernard, Ed.D.  
State Administrator

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

**RESOLUTION #20:11/12**

**LAYOFF OF CLASSIFIED STAFF**

**WHEREAS**, the District is in a severe budget crisis and is seeking ways to align expenditures with income for the 2012-13 school year; and

**WHEREAS**, the Board of Trustees hereby finds it necessary and in the best interest of the District to:

- Eliminate two (2) 6.5 hrs/day            Severe Needs Para-educators
- Eliminate one (1) 8.0 hrs/day            CELDT Coordinator/Trainer
- Eliminate one (1) 8.0 hrs/day            Alternative Education Clerk
- Eliminate two (2) 6 hrs/day            Instructional Aides
- Eliminate one (1) 8.0 hrs/day            Mechanic

**NOW, THEREFORE, BE IT RESOLVED** that as of the seventeenth day of April, 2012 the classified positions as listed above shall be eliminated to be effective June 30, 2012.

**BE IT FURTHER RESOLVED** that the State Administrator's designee is authorized and directed to give notices of layoff to all affected employees not later than 45 days prior to the effective date of this action as set forth above.

**PASSED AND ADOPTED** this 17th day of April, 2012 by the action of the State Administrator.

---

John Bernard Ed.D., State Administrator  
South Monterey County Joint Union High School District



**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD**

**SUBJECT:** Board Policies – Second Reading

**MEETING:** April 17, 2012

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

---

Board Goals:

- Improve/Sustain Student Achievement through STAR Test and Other Assessment Measures
- Improve School Climate and Student Discipline in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

These 6 policies were reviewed at the March 21, 2012 board meeting as a first reading.

Recommendation:

The recommendation is to approve the policies.


Fiscal Impact:

None.

Submitted By:

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Approved:

  
\_\_\_\_\_  
John Bernard Ed.D.  
State Administrator

## Community Relations

**USE OF SCHOOL FACILITIES****Application Process to Use Public School Facilities**

The Board of Education of the South Monterey County Joint Union High School District believes that the use of school facilities or grounds should not result in costs to the District. Groups using District facilities will be charged a user fee based on the following:

Fees for District Facility Use (daily) effective July 1, 2012 shall be:

<i>Location</i>	<i>Non-Profit organizations</i>	<i>Profit organizations</i>
Gymnasium	\$ 125	\$1,183
Cafeteria (KCHS)	\$ 75	\$715
Student Union (GHS)	\$ 75	\$715
Classroom	\$ 30	\$253
Library	\$ 50	\$605
Stanton Auditorium *	\$ 125	\$660
Tracks & Fields (days)	\$ 100	\$990
Tracks & Fields (nights) **	\$ 100	\$990
Track & Field (Community Teams) ***	\$ 50	N/A
Track & Field CIF play-off (non-district)	\$ 170	N/A

\* Organizations using the Stanton Auditorium must contact the District's Consultant, Mr. Lincoln Hatch, (831) 385-6565, for sound, audio-visual, lighting, and technical advice and service.

\*\* Light Usage Energy Surcharge: - hour minimum = \$55  
 Note: Each additional hour over 3-hour minimum = \$17

\*\*\* Cannot charge admission or entry fees

**Other Charges and Notes:**

- Returned Check Fee is \$25.00
- Damage Fee: Should a facility sustain any damage or neglect during the event period, the lessee will be charged the going rate to repair the facility per the Agreement.
- Additional Charges will be assessed for District personnel costs and specific equipment rentals

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

Adopted: April 17, 2012

King City, California

July 1, 2012

South Monterey County Joint Union High School District

**Request for Use of School District Facilities (page 1)**

Name of Organization		Name of Authorized Agent		Today's Date	
Home or Business Address		City	Zip	Home Phone	Work Phone
Title or Office of Person Authorized to Apply				e-mail address:	

Date(s) of event \_\_\_\_\_  Greenfield High School  King City High School

Start Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_ Type of Event: \_\_\_\_\_

Classroom #’s \_\_\_\_\_ (to be completed by site)  Student Union (GHS)  
 Theatre  Library  
 Gymnasium (does not include weight room)  Cafeteria (KCHS)  
 Track  Field (specify) \_\_\_\_\_

APPLICATIONS SHOULD BE SUBMITTED 10 DAYS PRIOR TO INTENDED DATE(S) OF USE.

Estimated Attendance:	Admission Fee \$	Age Group:	Equipment needs:
Event open to the public?	Proceeds are used for:		

Name of at least two (2) responsible adults who will be on-site at the event:

1. \_\_\_\_\_ 2. \_\_\_\_\_

The undersigned, as duly authorized representative for \_\_\_\_\_, states that, to the best of his/her knowledge, the school property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.

The undersigned further declares that, \_\_\_\_\_ the organization on whose behalf he/she is applying for the use of school property, upholds and defends the Constitutions of the United States and the State of California.

We hereby certify that we shall be personally responsible on behalf of our organization for any damage sustained on the school premises or to furniture or equipment because of the occupancy of said premises by our organization. We agree to abide by and to enforce the rules, regulations and policies of the South Monterey County High School District governing the use of school facilities. **A Certificate of Insurance for not less than \$1,000,000 of liability per occurrence that list South Monterey County Joint Union High School District as Additionally Insured will be required prior to approval.**

Requestor Signature \_\_\_\_\_ Date \_\_\_\_\_ Site Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

***District Use Only – Estimates***

Use Fee \_\_\_\_\_ Custodial Hours \_\_\_\_\_ Grounds Hours \_\_\_\_\_ Food Svcs Hours \_\_\_\_\_  
 (if Cafeteria requested)

Equipment needed: yes \_\_\_ no \_\_\_ Security: yes \_\_\_ no \_\_\_

Certificate of Insurance Received on \_\_\_\_\_ District Approval \_\_\_\_\_

## Request for Use of School District Facilities *(page 2)*

*(to be reviewed and signed)*

- I understand that an approved application does not constitute a binding contract between the organization and the school district that authorization for use of facilities may be cancelled at any time should the facilities be needed for school functions.
- If I need to cancel my reservation I will do so as soon as possible, and no later than 48 hours in advance, by notifying the District at 385-0606, so that extra custodial help may be cancelled and/or other groups may be booked. I understand that a fee may be charged if the cancellation is less than 48 hours before the planned event.
- I agree to assume responsibility to ensure that both participants and spectators are informed to not:
  - Smoke on school grounds and/or in the premises
  - Move furniture
  - Use electrical appliances
  - Place any substances on flooring
  - Use metal cleats in heels of shoes when dancing
  - Wear street shoes when playing sports on a gymnasium floor
  - Use tape, tacks or nails on walls
  - Break regulations considered appropriate in a specific facility
- I agree that the custodian or other school official is the representative of the school district and is in charge of the facilities.
- I understand that facilities are not available on legal holidays.
- I understand that the building will not be opened unless a responsible adult listed on Use of Facilities Request is present.
- I understand that this application will be cancelled if the organization engages in or permits ticket sale promotion by solicitation of the general public within the confines of the South Monterey County Joint Union High School District.
- I understand that this application will be cancelled if publicity is given to the event being sponsored prior to obtaining an approved application for use of the facility.
- I understand that groups are expected to place debris in containers and generally "to police the area" during/end of event.
- I understand that no alcoholic liquors or beverages shall be brought to or consumed on the premises.
- I understand that the sale or furnishing of food or soft drinks shall be limited to such section(s) of the building as designated by school authorities.
- I understand that nothing shall be sold or distributed on the premises without prior approval.
- I understand and agree that the South Monterey County Joint Union High School District incurs no liability for loss or theft of property of the applicant.
- **Applicant hereby agrees to hold the South Monterey County Joint Union High School District, its Board of Education, the individual members thereof, the State Administrator/Superintendent, and all district officers, agents and employees free and harmless from any loss damages, liability, cost of expense that may arise or be caused in any way by such use or occupancy of school property. The applicant agrees to furnish such liability of other insurance for protection of the public and the lessor as the lessor may require. The applicant agrees to reimburse the South Monterey County Joint Union High School District for any damage to school property occasioned by or growing out of these herein requested.**

Requestor Signature \_\_\_\_\_

Date \_\_\_\_\_

July 1, 2012

AR 5111.1 Students

**District Residency**

Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)
3. The student has been admitted through an interdistrict attendance option. (Education Code 48204, 48356)

*(cf. 5117 - Interdistrict Attendance)*

*(cf. 5118 - Open Enrollment Act Transfers)*

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)
7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48207)

*(cf. 6183 - Home and Hospital Instruction)*

In addition, district residency status may be granted to a student if at least one parent/guardian is physically employed within district boundaries. (Education Code 48204)

*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

*(cf. 6178.2 - Regional Occupational Center/Program)*

The district may admit a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

*(cf. 5111.2 - Nonresident Foreign Students)*

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

*(cf. 5145.6 - Parental Notifications)*

### Proof of Residency

The Superintendent or designee shall annually verify each student's district residency status and retain a copy of the document or written statement offered as verification in the student's mandatory permanent record. (5 CCR 432)

*(cf. 5111 - Admission)*

*(cf. 5125 - Student Records)*

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipt
2. Rental property contract, lease, or payment receipt
3. Utility service contract, statement, or payment receipt
4. Pay stub
5. Voter registration
6. Correspondence from a government agency
7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student
9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

*(cf. 5141 - Health Care and Emergencies)*

The Superintendent or designee shall make a reasonable effort to secure evidence that a homeless or foster youth resides within the district, including, but not limited to, a utility bill, letter from a homeless shelter, hotel/motel receipt, or affidavit from the student's parent/guardian or other qualified adult relative.

However, a homeless or foster youth shall not be required to provide proof of residency as a condition of enrollment in district schools. (Education Code 48853.5; 42 USC 11432)

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

### Failure to Verify Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. (Education Code 48204.1)

If the Superintendent or designee, upon investigation, determines that a student's enrollment or attempted enrollment is based on false or unreliable evidence of residency, he/she shall deny or revoke the student's enrollment. Before any such denial or revocation is final, the parent/guardian shall be sent written notice of the facts leading to the decision. This notice also shall inform the parent/guardian that he/she may provide new material evidence of residency, in writing, to the Superintendent or designee within 10 school days. The Superintendent or designee shall review any new evidence and make a final decision within 10 school days.

### Safe at Home/Confidential Address Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. The Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries. (Government Code 6206, 6207)

*(cf. 3580 - District Records)*

### Legal Reference:

#### EDUCATION CODE

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance permits

48050-48054 Nonresidents

48200-48208 Compulsory education law

48356 Open Enrollment Act transfer, fulfillment of residency requirement

48853.5 Education of foster youth; immediate enrollment

48980 Notifications at beginning of term  
52317 Regional occupational program, admission of persons including nonresidents  
FAMILY CODE  
6550-6552 Caregivers  
GOVERNMENT CODE  
6205-6210 Confidentiality of residence for victims of domestic violence  
CODE OF REGULATIONS, TITLE 5  
432 Varieties of student records  
UNITED STATES CODE, TITLE 42  
11431-11435 McKinney-Vento Homeless Assistance Act  
COURT DECISIONS  
Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES  
0303.95 Verification of residency, LO: 1-95  
OFFICE FOR CIVIL RIGHTS, U.S. DEPARTMENT OF EDUCATION  
PUBLICATIONS  
Dear Colleague Letter, May 6, 2011  
WEB SITES  
California Department of Education: <http://www.cde.ca.gov>  
California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>  
Office for Civil Rights, U.S. Department of Education:  
<http://www2.ed.gov/about/offices/list/ocr>  
(11/06 11/07) 11/11

Regulation            **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

Adopted; April 17, 2012

King City, California



BP 5141.22 Students

**Infectious Diseases**

The Governing Board desires to protect students from risks posed by exposure to infectious diseases while providing an appropriate education for all students. The Board recognizes that prevention and education are the most effective means of limiting the spread of infectious diseases.

Infectious Disease Prevention

The Superintendent or designee shall collaborate with parents/guardians and local health agencies and organizations to develop a comprehensive approach to disease prevention that promotes preventative measures and education of students and staff.

*(cf. 1020 - Youth Services)*  
*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*  
*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*  
*(cf. 5141.26 - Tuberculosis Testing)*  
*(cf. 5141.3 - Health Examinations)*  
*(cf. 5141.31 - Immunizations)*  
*(cf. 5141.32 - Health Screening for School Entry)*  
*(cf. 5141.6 - School Health Services)*

The Superintendent or designee shall regularly review resources available from health experts to ensure that district programs are based on the most up-to-date information.

The Superintendent or designee shall ensure that the district's comprehensive health education program provides information about the prevention of infectious diseases, including the nature of bloodborne pathogens and their transmission, as well as information to help prevent the spread of contagious diseases, such as a pandemic influenza. He/she shall also ensure that each school has sufficient infection prevention supplies that are easily accessible to staff.

*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)*  
*(cf. 6142.8 - Comprehensive Health Education)*

**Universal Precautions**

Students and staff shall observe universal precautions in order to prevent exposure to bloodborne pathogens and to prevent the spread of infectious diseases.

*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*  
*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*

The Superintendent or designee shall inform students of the precautions to be used in cases of exposure to blood or other body fluids through injury, accident, or classroom instruction.

*(cf. 5141 - Health Care and Emergencies)*  
*(cf. 6145.2 - Athletic Competition)*

### **Students with Infectious Diseases**

The Superintendent or designee shall exclude students only in accordance with law, Board policy, and administrative regulation. Because bloodborne pathogens such as hepatitis B virus, hepatitis C virus, and human immunodeficiency virus (HIV) are not casually transmitted, the presence of infectious conditions of this type is not, by itself, sufficient reason to exclude students from attending school.

*(cf. 5112.2 - Exclusions from Attendance)*  
*(cf. 6164.6 - Identification and Education Under Section 504)*

Parents/guardians are encouraged to inform the Superintendent or designee if their child has an infectious disease so that school staff may work cooperatively with the student's parents/guardians to minimize the child's exposure to other diseases in the school setting. The Superintendent or designee shall ensure that student confidentiality rights are strictly observed in accordance with law.

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*  
*(cf. 5022 - Student and Family Privacy Rights)*  
*(cf. 5125 - Student Records)*

#### **Legal Reference:**

##### **EDUCATION CODE**

48210-48216 Persons excluded

49073-49079 Privacy of pupil records

49403 Cooperation in control of communicable disease and immunization of pupils

49405 Smallpox control

49406 Examination for tuberculosis (employees)

49408 Information of use in emergencies

49602 Confidentiality of student information

51202 Instruction in personal and public health and safety

##### **CALIFORNIA CONSTITUTION**

Article 1, Section 1 Right to Privacy

##### **CIVIL CODE**

56-56.37 Confidentiality of Medical Information Act

1798-1798.76 Information Practices Act

##### **HEALTH AND SAFETY CODE**

120230 Exclusion for communicable disease

120325-120380 Immunization against communicable diseases

120875-120895 AIDS information

120975-121022 Mandated blood testing and confidentiality to protect public health

121475-121520 Tuberculosis tests for pupils

##### **CODE OF REGULATIONS, TITLE 8**

5193 California bloodborne pathogens standard

##### **CODE OF REGULATIONS, TITLE 17**

2500-2511 Communicable disease reporting requirements

UNITED STATES CODE, TITLE 20

1232g Family Educational and Privacy Rights Act

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

CODE OF FEDERAL REGULATIONS, TITLE 45

164.500-164.534 Health Insurance Portability and Accountability Act (HIPAA)

COURT DECISIONS

Thomas v. Atascadero Unified School District, (1987) 662 F.Supp. 376

Management Resources:

CSBA PUBLICATIONS

Saving Lives: AIDS Issues for California Schools 1994, rev. 2006

Avian Influenza, Governance and Policy Services Fact Sheet, April 2006

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Department of Public Health: <http://www.cdph.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Contra Costa County Office of Education, Pandemic Flu Resources:

[http://www.cccoe.k12.ca.us/about/flu/resources\\_flu\\_action\\_kit](http://www.cccoe.k12.ca.us/about/flu/resources_flu_action_kit)

U.S. Government Pandemic Flu Information: <http://www.pandemicflu.gov>

(3/93 7/99) 7/06

Policy

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

Adopted: April 17, 2012

King City, California

AR 5141.22 Students

**Infectious Diseases**

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Universal Precautions in the Classroom

Before students work with blood, blood products, or other body fluids, the teacher shall explain the potentially hazardous nature of blood and body fluids in the transmission of various agents from one person to another and the specific procedures and safety precautions to be used in the lesson.

The following precautions shall be used when students are working with blood or other body fluids:

1. Before and after exposure to blood or other body fluids, students shall wash their hands with soap and water and cover any existing cut, wound, or open sore with a sterile dressing.
2. Students shall wear gloves or other personal protective equipment as appropriate.

*(cf. 5142 - Safety)*

3. Blood typing or similar experiments may be conducted by teacher demonstrations. When being performed individually, students shall work with their own blood or use prepackaged ABO/Rh blood cell kits that have vials of blood previously tested for transmissible agents.
  - a. Students shall use individual sterile lancets for finger punctures and shall not reuse them.
  - b. Before the finger is punctured, it shall be wiped with a piece of cotton that has been immersed in alcohol.
  - c. If bleeding persists after the finger is punctured, the student shall apply a sterile bandage using moderate pressure.
4. Lancets and any other materials contaminated with blood or body fluids shall be discarded into a solution consisting of one part bleach to 10 parts water (1:10), made fresh daily.

5. At the end of the class, surfaces shall be wiped with alcohol or a solution of one part bleach to 10 parts water.

*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*

*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*

*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)*

*(cf. 6142.8 - Comprehensive Health Education)*

*(cf. 6142.93 - Science Instruction)*

(6/88 7/99) 7/06

Regulation

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

Adopted: April 17, 2012

King City, California

## BP 5141.23 Students

**Asthma Management**

The Governing Board desires to provide support systems for students with asthma in order to reduce school absences, help ensure that such students receive appropriate intervention if symptoms occur at school, and enable them to participate in the educational program and school activities to the extent possible.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 6142.7 - Physical Education)*  
*(cf. 6145 - Extracurricular and Cocurricular Activities)*  
*(cf. 6145.2 - Athletic Competition)*

The Superintendent or designee shall involve school nurses, other health professionals, school administrators, and health educators in the development of strategies to help provide a healthy and safe school environment for students with asthma. He/she may also involve school health councils or committees and other interested persons to ensure that the district's strategies are coordinated with other school health programs and practices.

*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 5030 - Student Wellness)*

District strategies shall include, but not be limited to, procedures for identifying and addressing individual student needs, providing effective professional development on asthma symptoms and staff responsibilities, and identifying and reducing environmental factors at schools that may trigger and/or worsen asthma symptoms.

*(cf. 3513.3 - Tobacco-Free Schools)*  
*(cf. 3514 - Environmental Safety)*  
*(cf. 3514.2 - Integrated Pest Management)*  
*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*  
*(cf. 5141 - Health Care and Emergencies)*  
*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*  
*(cf. 5141.24 - Specialized Health Care Services)*  
*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*  
*(cf. 5141.3 - Health Examinations)*  
*(cf. 5141.6 - School Health Services)*  
*(cf. 6142.8 - Comprehensive Health Education)*  
*(cf. 6159 - Individualized Education Program)*  
*(cf. 6163.2 - Animals at School)*  
*(cf. 6164.6 - Identification and Education Under Section 504)*

## Legal Reference:

EDUCATION CODE  
 49407 Liability for treatment

49408 Emergency information  
49414.5 Providing school personnel with voluntary emergency training  
49423-49423.1 Administration of prescribed medication for student  
49423.5 Specialized health care services  
49426 School nurses  
49480 Continuing medication regimen; notice  
51880-51921 Comprehensive health education  
CODE OF REGULATIONS, TITLE 5  
600-611 Administering medication to students  
UNITED STATES CODE, TITLE 20  
1232g Family Educational Rights and Privacy Act of 1974  
1400-1482 Individuals with Disabilities Education Act  
UNITED STATES CODE, TITLE 29  
794 Rehabilitation Act of 1973, Section 504  
UNITED STATES CODE, TITLE 42  
280g Children's asthma treatment grant program

Management Resources:

CSBA PUBLICATIONS

Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments, Policy Brief, July 2008

Asthma Management in the Schools, Policy Brief, March 2008

Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments, Policy Brief, July 2008

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

Asthma Action Plan for Schools and Families, January 2007

Guidelines for the Management of Asthma in California Schools, April 2004

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Managing Asthma in Schools ? What Have We Learned?, August 2006

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Joint Guidance on the Application of FERPA and HIPAA to Student Health Records, November 2008

U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS

Indoor Air Quality Tools for Schools

WEB SITES

CSBA: <http://www.csba.org>

American Lung Association: <http://www.lungusa.org>

American School Health Association: <http://www.ashaweb.org>

California Asthma Public Health Initiative: <http://caasthma.org>

California Department of Public Health: <http://www.cdph.ca.gov>

California School Nurses Organization: <http://www.csno.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov/asthma>

National Heart, Lung, and Blood Institute:

<http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

U.S. Environmental Protection Agency (EPA): <http://www.epa.gov/asthma>  
3/08

Policy

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

Adopted: April 17, 2012

King City, California



## AR 5141.23 Students

**Asthma Management**

## Identification of Students with Asthma

The Superintendent or designee shall, upon a student's registration for school and annually thereafter, request parents/guardians to notify the principal or designee, in writing, if their child has been diagnosed with asthma, has recently experienced symptoms or has a history of asthma, and/or is at risk for potentially severe asthma attacks. The request also shall encourage parents/guardians to provide such notification at any time during the school year that their child is so diagnosed.

The Superintendent or designee shall keep a student's medical information in a secure location and maintain the confidentiality of student health records in accordance with law governing student records. A copy of a student's health record shall be provided to the school nurse, if any. In addition, pertinent information from the health record shall be released to other employees whose responsibilities require that they have access to such information in order to provide support services or to respond in an emergency, such as a student's teacher(s), coach(es), bus driver, and any other staff with responsibility for direct supervision of the student.

*(cf. 5125 - Student Records)*

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

## Individualized Asthma Management

When a student has been diagnosed with asthma or when such a student registers for school, the Superintendent or designee shall request that the parent/guardian submit an asthma action plan. This plan shall be developed by the student's health care provider, in partnership with the student and his/her parents/guardians, and shall include, but not be limited to, information regarding the student's symptoms and severity, asthma triggers, necessary medications, and the parent/guardian's authorization for the health care provider's disclosure of health information to the district. The Superintendent or designee shall request that the parents/guardians submit an updated plan each school year or whenever there are changes in the student's health condition or treatment.

When a student with asthma has been identified as disabled pursuant to Section 504 of the Rehabilitation Act of 1973 or the Individuals with Disabilities Education Act, necessary accommodations and services shall be identified as part of the student's Section 504 services plan or individualized education program (IEP), as appropriate.

*(cf. 5141.24 - Specialized Health Care Services)*

*(cf. 6159 - Individualized Education Program)*  
*(cf. 6164.6 - Identification and Education Under Section 504)*

Any student who needs to take prescribed medication during the school day may be assisted by a school nurse or designated school personnel or allowed to carry and self-administer inhaled asthma medication provided that the district receives written statements from the student's physician and parent/guardian in accordance with Education Code 49423.1 and BP/AR 5141.21 - Administering Medication and Monitoring Health Conditions. Parents/guardians shall be requested to provide quick relief medication to be administered in accordance with the student's asthma action plan.

*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*

Students shall be encouraged to notify their teacher, physical education teacher, coach, or other staff when they are experiencing difficulty breathing and/or need to alter their physical activity level. A student experiencing symptoms shall be encouraged to use his/her quick relief medication. The student shall be supervised on school grounds by a responsible adult until he/she is no longer experiencing symptoms and/or his/her parent/guardian has been contacted.

*(cf. 6142.7 - Physical Education)*  
*(cf. 6145 - Extracurricular and Cocurricular Activities)*  
*(cf. 6145.2 - Athletic Competition)*

In case of emergency, staff shall call 911 and assist the student in the administration of quick relief medication as authorized in the student's asthma action plan, Section 504 services plan, or IEP. Staff shall contact the student's parent/guardian or other person identified as an emergency contact and shall supervise the student until his/her care has been assumed by a health professional, parent/guardian, or designated emergency contact.

*(cf. 5141 - Health Care and Emergencies)*  
*(cf. 5142 - Safety)*

## Education and Support Services

Asthma management and support systems shall be coordinated by a school nurse, other qualified health professional, or educator who has received appropriate training.

Staff shall be provided professional development which includes information about symptoms and common triggers of asthma, ways to reduce acute symptoms, and emergency response procedures. This professional development may be provided by an outside consultant or organization, a school nurse, other qualified health professional, or educator who has received appropriate training.

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

The Superintendent or designee shall provide each school site with information regarding emergency management of asthma to post in easily accessible locations.

A school nurse or other qualified personnel may provide education to students with asthma using approved curriculum. Upon request by a student or his/her parents/guardians, the Superintendent or designee may provide information about available medical resources, including school-based health services as appropriate.

*(cf. 5141.3 - Health Examinations)*  
*(cf. 5141.6 - School Health Services)*

### Environmental Assessment

The Superintendent or designee may periodically conduct an environmental assessment to identify and reduce the presence of common asthma triggers, including, but not limited to, pesticides, chemical pollutants, mold, and animal and dust mite allergens, in the school environment.

*(cf. 3513.3 - Tobacco-Free Schools)*  
*(cf. 3514 - Environmental Safety)*  
*(cf. 3514.2 - Integrated Pest Management)*  
*(cf. 3517 - Facilities Inspection)*  
*(cf. 3530 - Risk Management/Insurance)*  
*(cf. 6163.2 - Animals at School)*

The Superintendent or designee shall communicate with each school principal when local health advisories are issued for high ozone days or poor outdoor air quality so that outdoor physical activities may be curtailed as necessary.

(3/08) 3/09

## BP 5145.12 Students

**Search And Seizure**

The Governing Board is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items.

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 3515 - Campus Security)*  
*(cf. 3515.3 - District Police/Security Department)*  
*(cf. 5131 - Conduct)*  
*(cf. 5131.7 - Weapons and Dangerous Instruments)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

The Board urges that employees exercise discretion and good judgment. When conducting a search or seizure, employees shall act in accordance with law, Board policy, and administrative regulation.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

**Individual Searches**

School officials may search any individual student, his/her property, or district property under his/her control when there is a reasonable suspicion that the search will uncover evidence that he/she is violating the law, Board policy, administrative regulation, or **other** rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, student vehicles parked on district property, cellular phones, or other electronic communication devices.

Any search of a student, his/her property, or district property under his/her control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

*(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)*

#### Searches of Multiple Student Lockers/Desks

All student lockers and desks are the property of the district. The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

#### Use of Metal Detectors

The Board believes that the presence of weapons in the schools threatens the district's ability to provide the safe and orderly learning environment to which district students and staff are entitled. The Board also believes that metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.

The Superintendent or designee shall use metal detectors at district schools as necessary to help provide a safe learning environment. He/she shall establish a plan to ensure that metal detector searches are conducted in a uniform and consistent manner.

#### Use of Contraband Detection Dogs

In an effort to keep the schools free of dangerous contraband, the district may use specially trained, nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy.

The dogs may sniff the air around lockers, desks, or vehicles on district property or at district-sponsored events. Dogs shall not sniff within the close proximity of students or other persons and may not sniff any personal items on those persons without their consent.

Legal Reference:

EDUCATION CODE

32280-32289 School safety plans

35160 Authority of governing boards

35160.1 Broad authority of school districts

48900-48927 Suspension and expulsion

49050-49051 Searches by school employees

49330-49334 Injurious objects

PENAL CODE

626.9 Firearms

626.10 Dirks, daggers, knives or razor

CALIFORNIA CONSTITUTION

Article I, Section 28(c) Right to Safe Schools

COURT DECISIONS

Redding v. Safford Unified School District, (9th Cir. 2008) 531 F.3d 1071

B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260

Jennings v. Joshua Independent School District, (5th Cir. 1989) 877 F.2d 313

O'Connor v. Ortega, (1987) 480 U.S. 709

New Jersey v. T.L.O., (1985) 469 U.S. 325

Horton v. Goose Creek Independent School District, (5th Cir. 1982) 690 F.2d 470

Zamora v. Pomeroy, (10th Cir. 1981) 639 F.2d 662

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 257 (2001)

75 Ops.Cal.Atty.Gen. 155 (1992)

Management Resources:

NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS

The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999

WEB SITES

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://caag.state.ca.us>

California Department of Education, Safe Schools: <http://www.cde.ca.gov/lss>

National Institute of Justice: <http://www.ojp.usdoj.gov/nij>

(3/00 3/01) 11/08

Policy **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

Adopted: April 17, 2012

King City, California

AR 5145.12 Students

**Search And Seizure**

**Use of Metal Detectors**

The Superintendent or designee shall ensure that the following safeguards are used when making metal detector scans:

1. Before walk-through, students shall be asked to empty their pockets and belongings of metallic objects.
2. If an initial metal detector activation occurs, students shall be asked to remove other metallic objects that they may be wearing (e.g., belt and jewelry) and to walk through a second time.
3. If a second activation occurs, a hand-held metal detector shall be used.
4. If the activation is not eliminated or explained, staff shall escort the student to a private area where an expanded search shall be conducted by a staff member of the same gender as the student in the presence of another district employee.
5. The search shall be limited to the detection of the cause of the activation.

**Use of Contraband Detection Dogs**

Contraband detection dogs shall not be used in classrooms or other district facilities when the rooms are occupied, except for demonstration purposes with the handler present. When used for demonstration purposes, the dog shall be separated from the students and not allowed to sniff any individual.

Prior to conducting an inspection, students shall be asked to leave the room that will be subject to the canine sniff. No student shall be forced to leave personal items behind for inspection, unless school officials have reasonable suspicion to search the item.

Only the dog's official handler shall determine what constitutes an alert by the dog. If the dog alerts on a particular item or place, the student having the use of that item or place, or responsibility for it, shall be called to witness the inspection. If a dog alerts on a locked vehicle, the student who brought the vehicle onto district property shall be asked to unlock it for inspection.

*(cf. 5131.6 - Alcohol and Other Drugs)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

**Notifications**

At the beginning of each school year and upon enrollment, the Superintendent or designee shall inform students and parents/guardians about the district's policies and procedures for searches, including notice regarding:

1. The possibility of random searches of students, their belongings, their vehicles parked on district property, and district properties under a student's control, including lockers or desks
2. The district's contraband dog detection program
3. The use of metal detector scans

In addition, the Superintendent or designee shall ensure that signs are posted at all schools at which metal detectors are to be used to explain that anyone may be scanned by metal detector for guns, knives, or other illegal weapons when on campus or attending athletic or extracurricular events.

(3/00 3/01) 11/08



AR 7111 Facilities

**Evaluating Existing Buildings**

The Superintendent or designee shall periodically evaluate the adequacy, design, and conditions of existing district facilities to determine whether they meet the needs of the instructional program and provide a healthful and pleasing environment for students and staff. He/she also shall determine whether district facilities fulfill legal requirements for safety and structural soundness, access for the disabled, and energy conservation.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 3511 - Energy and Water Management)*

*(cf. 3514 - Environmental Safety)*

*(cf. 3515 - Campus Security)*

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

*(cf. 3517 - Facilities Inspection)*

In addition, the Superintendent or designee shall regularly calculate the capacity of existing school buildings to adequately house the district's current students and projected enrollments.

Any identified needs for repair, modernization, or construction shall be incorporated into the district's facilities planning process.

*(cf. 7110 - Facilities Master Plan)*

**Structural Safety**

In the event that the Department of General Services or any licensed structural engineer or licensed architect finds and reports to the Governing Board that a district building is unsafe for use, the Superintendent or designee shall immediately obtain an estimate of the cost of repairs or reconstruction necessary to bring the building up to legal standards for structural safety. The Board shall establish a system of priorities for the repair, reconstruction, or replacement of unsafe school buildings. (Education Code 17367)

A relocatable school building or structure shall meet the requirements of Education Code 17280-17317 and 17365-17374 pertaining to structural safety. However, a relocatable building that does not meet the requirements of Education Code 17280 may be used as a school building until September 30, 2015, if all the conditions specified in Education Code 17292 are met and the Board so certifies to the Department of General Services. (Education Code 17291, 17292)

## Energy Efficiency

To the extent that services are available, the Superintendent or designee shall arrange for the energy audit of school buildings to identify the type and amount of work necessary to retrofit buildings and obtain an estimate of projected energy savings. The district may contract with qualified businesses capable of retrofitting these buildings and may borrow funds which do not exceed the amount of energy savings to be accumulated from the improvement of the buildings. (Education Code 17651-17653)

### Legal Reference:

#### EDUCATION CODE

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998, especially:

17071.10-17071.40 Existing school building capacity

17280-17316 Building approvals

17365-17374 Fitness for occupancy

17650-17653 Retrofitting school facilities for energy conservation

#### GOVERNMENT CODE

53097 Compliance with city or county ordinances

53097.5 Inspection of schools by city or county

#### CODE OF REGULATIONS, TITLE 2

1859-1859.106 Regulations relating to the Leroy F. Greene School Facilities Act of 1998

### Management Resources:

#### CSBA PUBLICATIONS

Maximizing School Board Governance: School Facilities Management

#### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, School Facilities Division:

<http://www.cde.ca.gov/lis/fa>

California Energy Commission, Bright Schools Program:

<http://www.energy.ca.gov/efficiency/brightschoools>

Coalition for Adequate School Housing: <http://www.cashnet.org>

Department of General Services, Office of Public School Construction:

<http://www.opsc.dgs.ca.gov>

(2/96 2/99) 3/07

Regulation **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

Adopted: April 17, 2012

King City, California

# KING CITY HIGH SCHOOL

Bruce Corbett

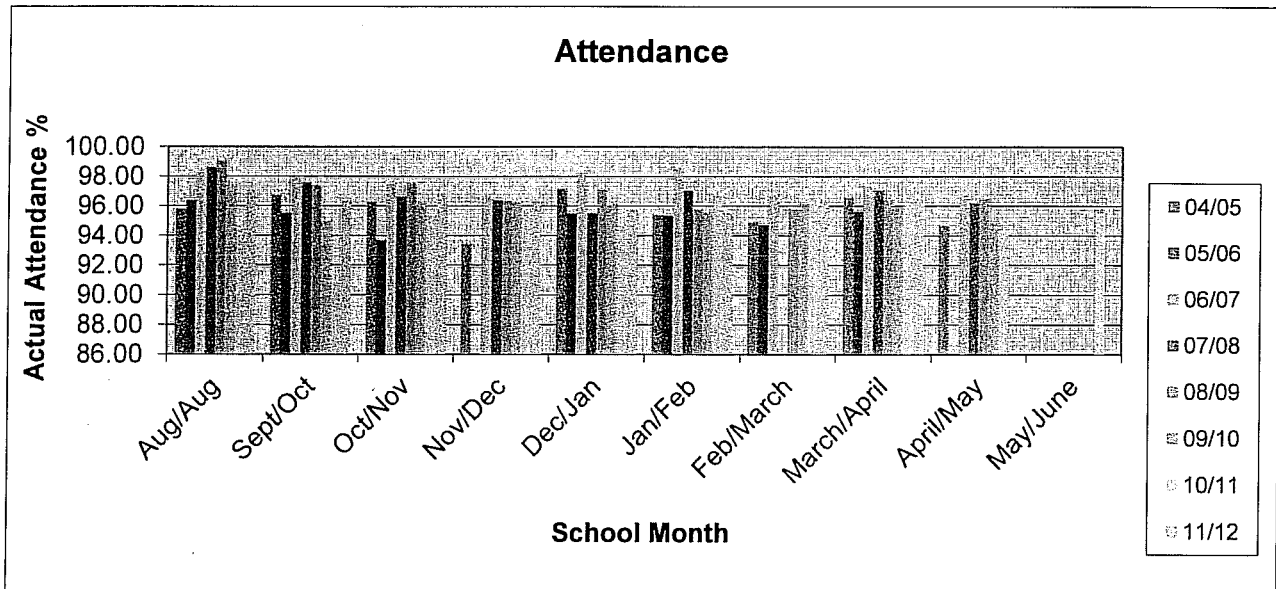
Monthly School Statistics

February 22, 2012 - March 23, 2012 (Month 8)

## SCHOOL ATTENDANCE PERCENTAGES

School Month                      04/05    05/06    06/07    07/08    08/09    09/10    10/11    11/12

<b>Aug/Aug</b>	95.80	96.40	98.30	98.60	99.08	97.40	94.49	97.07
<b>Sept/Oct</b>	96.70	95.55	97.89	97.60	97.37	95.00	90.90	96.40
<b>Oct/Nov</b>	96.27	93.71	97.52	96.62	97.53	96.20	95.35	96.73
<b>Nov/Dec</b>	93.47		96.63	96.41	96.31	96.30	95.65	96.25
<b>Dec/Jan</b>	97.15	95.51	98.20	95.53	97.06	96.10	94.72	95.70
<b>Jan/Feb</b>	95.43	95.37	98.65	97.03	95.76	95.60	96.65	95.53
<b>Feb/March</b>	94.93	94.76	96.70		95.80	96.20	96.54	96.35
<b>March/April</b>	96.60	95.66	97.36	97.08	96.47	95.90	96.23	96.34
<b>April/May</b>	94.70		96.81	96.19	96.44	94.90	94.32	
<b>May/June</b>							95.59	
<b>Year Average</b>	<b>95.67</b>	<b>95.28</b>	<b>97.56</b>	<b>96.88</b>	<b>96.87</b>	<b>95.96</b>	<b>95.04</b>	<b>96.30</b>

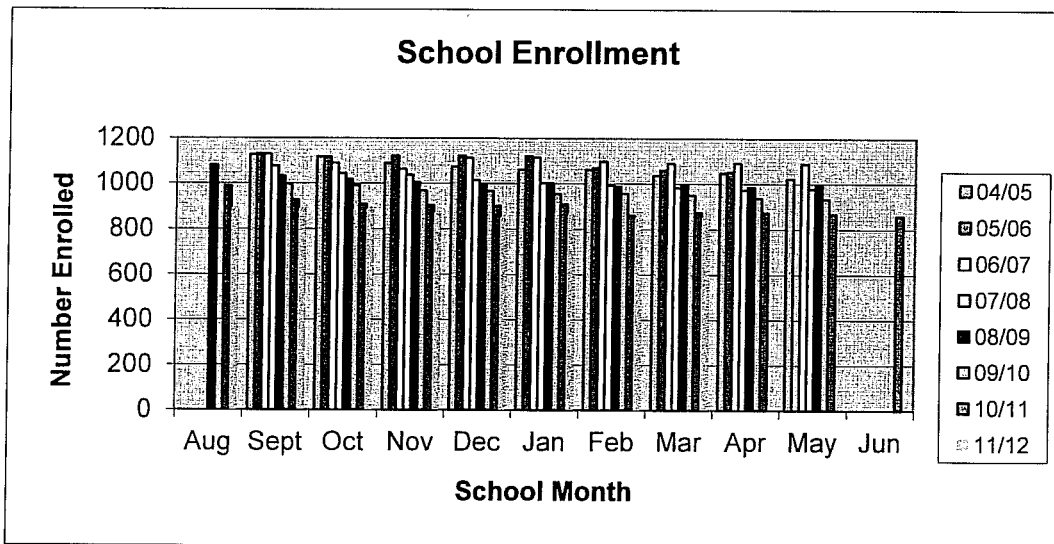


# KING CITY HIGH SCHOOL

Bruce Corbett  
 Monthly School Statistics  
 March 2012

## SCHOOL ENROLLMENT

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12
<b>Aug</b>					1080		988	891
<b>Sept</b>	1127	1132	1130	1077	1033	997	928	891
<b>Oct</b>	1118	1117	1090	1044	1019	991	907	887
<b>Nov</b>	1089	1123	1063	1038	1004	967	903	871
<b>Dec</b>	1075	1123	1114	1014	998	966	901	852
<b>Jan</b>	1062	1121	1116	1002	1002	953	908	865
<b>Feb</b>	1062	1070	1099	992	988	956	861	852
<b>Mar</b>	1036	1060	1090	982	992	949	873	854
<b>Apr</b>	1048	1051	1091	972	985	936	873	
<b>May</b>	1022		1089	977	992	932	867	
<b>Jun</b>							858	
<b>Year Average</b>	<b>1071</b>	<b>1100</b>	<b>1098</b>	<b>1011</b>	<b>1009</b>	<b>961</b>	<b>897</b>	<b>870</b>

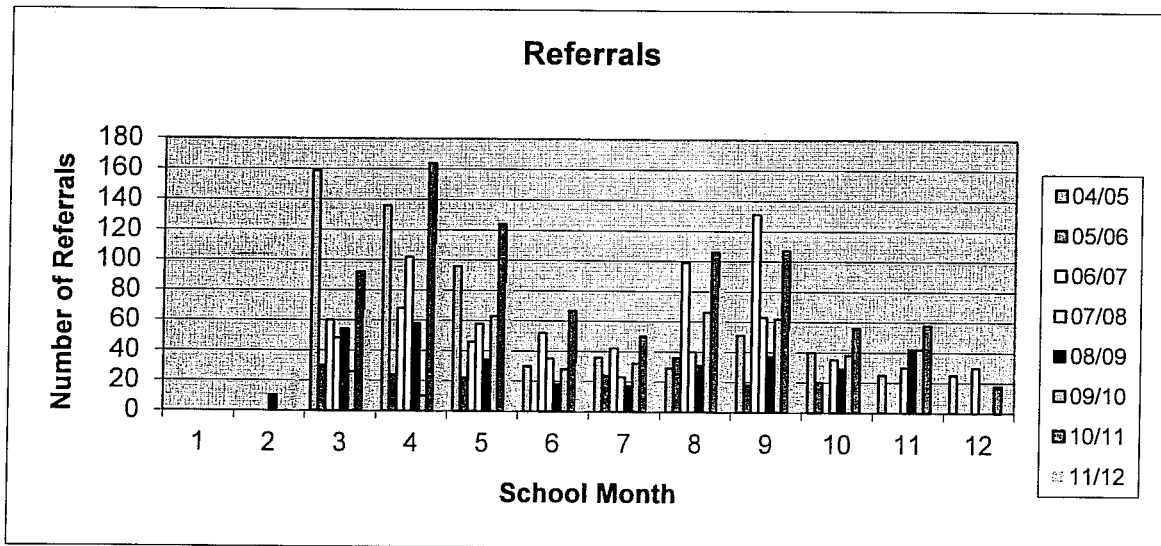


# KING CITY HIGH SCHOOL

Bruce Corbett  
 Monthly School Statistics  
 March 2012

## REFERRALS

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12
<b>Aug</b>					10			27
<b>Sept</b>	159	30	60	48	54	26	92	67
<b>Oct</b>	136	24	68	102	58	10	164	110
<b>Nov</b>	96	22	46	58	34	63	124	85
<b>Dec</b>	30		52	35	18	28	67	32
<b>Jan</b>	36	24	42	23	17	32	50	59
<b>Feb</b>	29	36	99	40	31	66	106	83
<b>Mar</b>	51	18	131	63	37	62	107	55
<b>Apr</b>	40	20		35	29	38	56	
<b>May</b>	25			30	42	42	58	
<b>Jun</b>	25			30			18	
<b>Year Average</b>	<b>63</b>	<b>25</b>	<b>71</b>	<b>46</b>	<b>33</b>	<b>41</b>	<b>84</b>	<b>65</b>



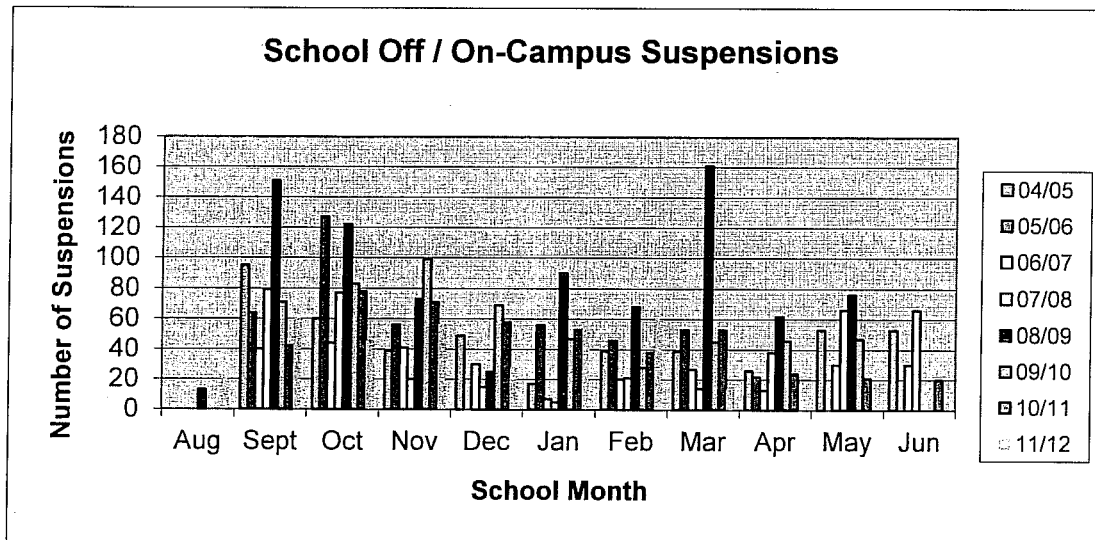
# KING CITY HIGH SCHOOL

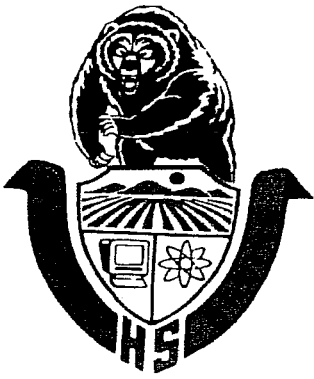
Bruce Corbett  
Monthly School Statistics  
March 2012

## SCHOOL OFF / ON-CAMPUS SUSPENSIONS

School Month                      04/05   05/06   06/07   07/08   08/09   09/10   10/11   11/12

<b>Aug</b>					13			22
<b>Sept</b>	95	64	40	79	151	71	42	61
<b>Oct</b>	60	127	44	77	122	83	78	46
<b>Nov</b>	39	56	41	20	73	99	71	57
<b>Dec</b>	49		30	15	25	69	58	28
<b>Jan</b>	17	56	7	5	90	47	53	59
<b>Feb</b>	39	46	20	21	68	28	38	63
<b>Mar</b>	39	53	27	14	161	45	53	14
<b>Apr</b>	26	22	13	38	62	46	24	
<b>May</b>	53		30	66	76	47	21	
<b>Jun</b>	53		30	66			20	
<b>Year Average</b>	<b>47</b>	<b>61</b>	<b>28</b>	<b>40</b>	<b>84</b>	<b>59</b>	<b>46</b>	<b>44</b>





# GREENFIELD HIGH SCHOOL

James Goddard, Principal

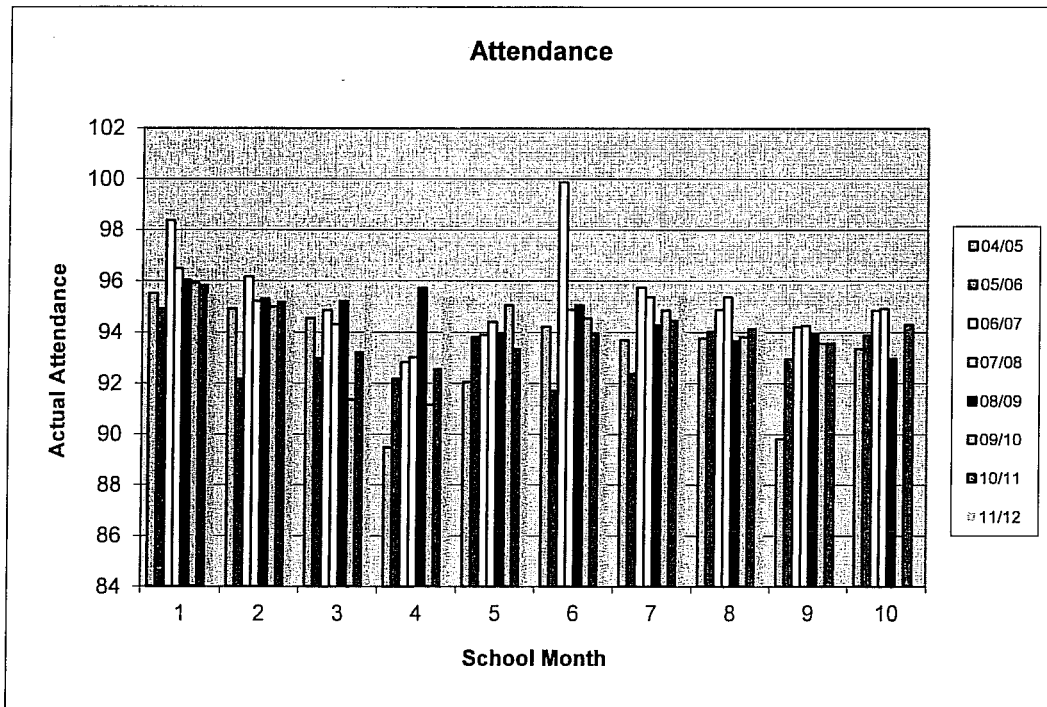
Monthly School Statistics

March 2012

## School Attendance Percentages

School Month

	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12
1	95.52	94.91	98.36	96.49	96.03	95.92	95.82	95.51
2	94.92	92.17	96.17	95.21	95.31	95	95.16	95.70
3	94.55	92.98	94.86	94.31	95.21	91.37	93.21	95.85
4	89.47	92.18	92.83	93.02	95.72	91.17	92.55	95.41
5	92.06	93.8	93.89	94.40	93.95	95.06	93.34	94.72
6	94.23	91.71	99.87	94.89	95.06	94.55	93.95	94.42
7	93.69	92.39	95.75	95.38	94.28	94.86	94.47	95.36
8	93.77	94.04	94.88	95.38	93.67	93.82	94.13	94.69
9	89.82	92.95	94.20	94.26	93.95	93.56	93.57	
10	93.35	93.88	94.85	94.92	92.97		94.3	
<b>Average</b>	93.14	93.10	95.57	94.83	94.62	93.92	94.05	95.21





# GREENFIELD HIGH SCHOOL

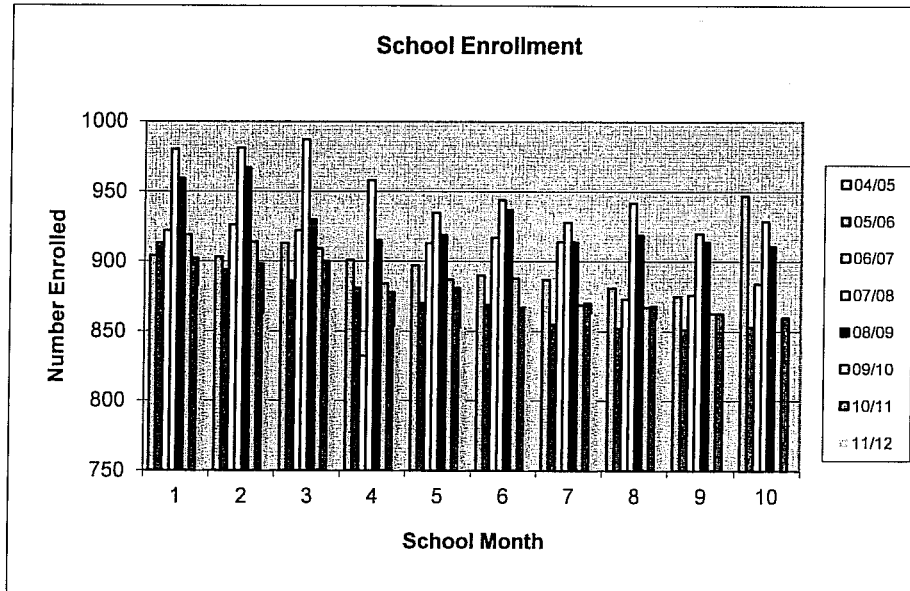
James Goddard, Principal  
 Monthly School Statistics  
 March 2012

## School Enrollment

School Month

	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12
1	904	913	922	980	959	919	902	882
2	903	894	926	981	967	914	898	862
3	913	886	922	987	930	909	900	866
4	901	881	832	958	915	884	878	853
5	897	870	913	935	919	887	881	852
6	890	869	917	944	937	888	867	867
7	887	855	914	928	914	869	870	863
8	881	852	873	942	919	867	868	859
9	875	851	876	920	914	863	863	
10	947	853	884	929	911		860	

Average	899.8	872.4	897.9	950.4	928.5	888.889	878.7	863
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# GREENFIELD HIGH SCHOOL

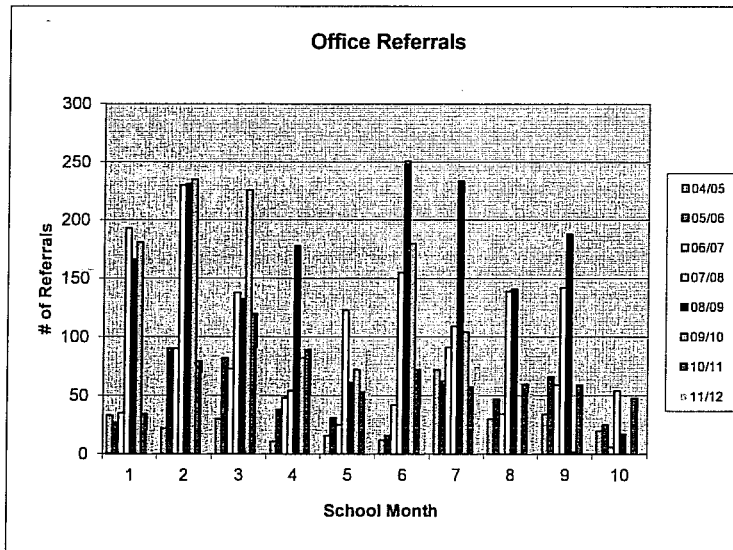
James Goddard, Principal

Monthly School Statistics

March 2012

## Office Referrals

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12
1	33	27	35	193	166	181	34	21
2	22	90	90	230	231	235	79	69
3	30	82	73	138	132	226	120	90
4	11	38	48	54	178	82	89	50
5	16	31	25	123	61	72	53	89
6	12	16	42	155	251	180	72	39
7	72	62	91	109	234	104	57	75
8	30	47	34	139	141	0	60	52
9	34	66	59	142	188	2	59	
10	20	25	6	54	17		48	
<b>Average</b>	<b>28</b>	<b>48.4</b>	<b>50.3</b>	<b>133.7</b>	<b>159.9</b>	<b>120.222</b>	<b>67.1</b>	<b>60.625</b>





# GREENFIELD HIGH SCHOOL

James Goddard, Principal

Monthly School Statistics

March 2012

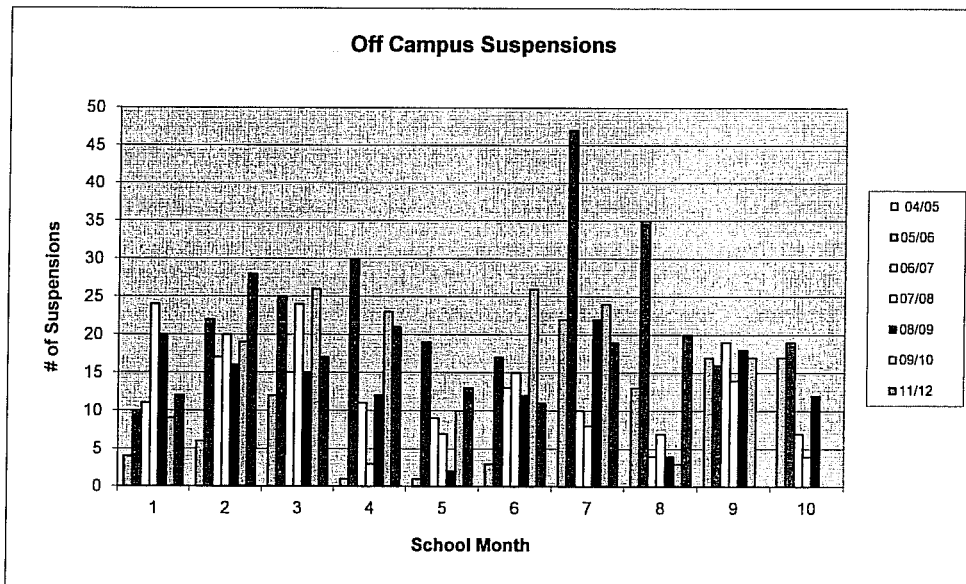
## Off Campus Suspensions

School Month

	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12
1	4	10	11	24	20	9	8	12
2	6	22	17	20	16	19	10	28
3	12	25	15	24	15	26	35	17
4	1	30	11	3	12	23	28	21
5	1	19	9	7	2	10	27	13
6	3	17	13	15	12	26	36	11
7	22	47	10	8	22	24	37	19
8	13	35	4	7	4	3	25	20
9	17	16	19	14	18	17	27	
10	17	19	7	4	12		24	

Average

9.6	24	11.6	12.6	13.3	17.4444	25.7	17.625
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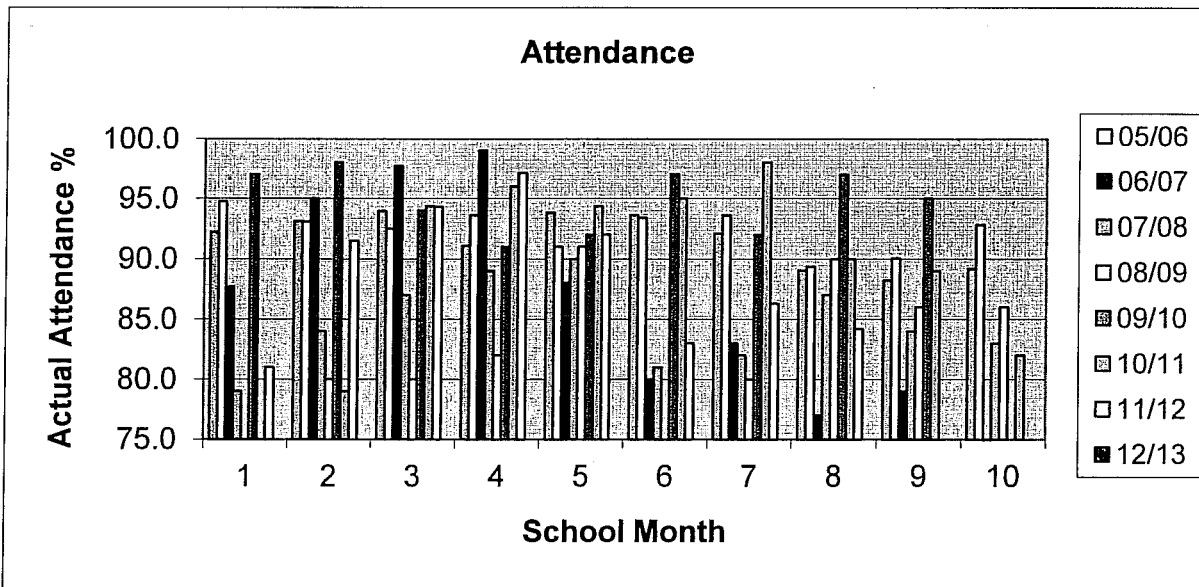
# PORTOLA-BUTLER CONTINUATION HIGH SCHOOL

Carolyn McCombs, Principal  
 Monthly School Attendance Report  
 School Year 2011-12  
 Month #8

## SCHOOL ATTENDANCE PERCENTAGES

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13
1	92.2	94.8	87.7	79.0	71.0	97.0	72.3	81.0	
2	93.1	93.1	95.0	84.0	80.0	98.0	79.0	91.5	
3	94.0	92.5	97.7	87.0	80.0	94.0	94.4	94.3	
4	91.1	93.6	99.0	89.0	82.0	91.0	96.0	97.1	
5	93.8	91.0	88.0	90.0	91.0	92.0	94.4	92.0	
6	93.6	93.4	80.0	81.0	72.0	97.0	95.0	83.0	
7	92.1	93.6	83.0	82.0	80.0	92.0	98.0	86.3	
8	89.0	89.4	77.0	87.0	90.0	97.0	90.0	84.2	
9	88.2	90.1	79.0	84.0	86.0	95.0	89.0		
10	89.2	92.8	69.0	83.0	86.0		82.0		
<b>Average</b>	91.64	92.42	85.54	84.60	81.80	94.78	89.00	88.68	

\*\* 04/05 - 09/10 Stats are from CBHS



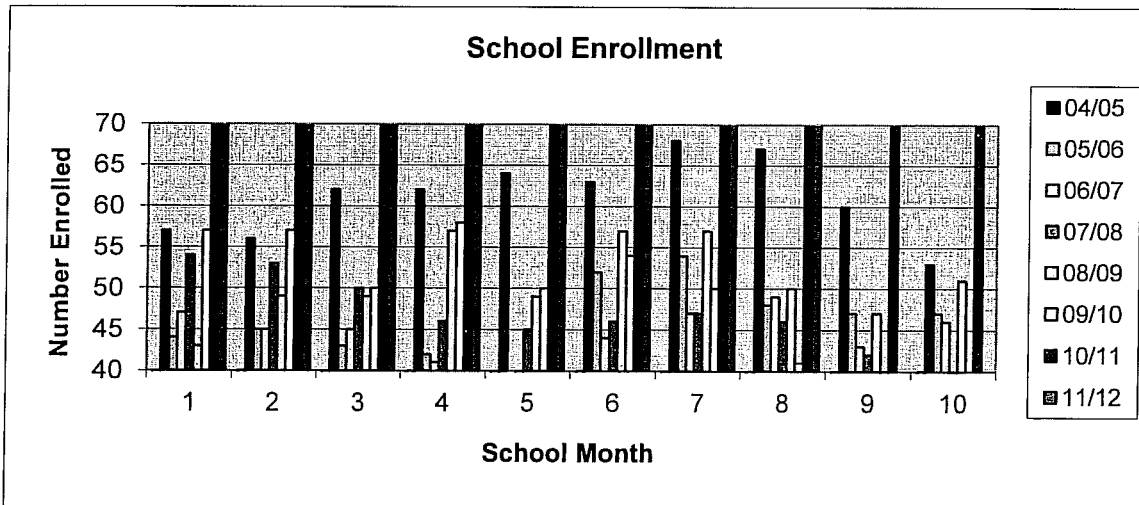
# PORTOLA-BUTLER CONTINUATION HIGH SCHOOL

Carolyn McCombs, Principal  
 Monthly School Attendance Report  
 School Year 2011-12  
 Month #8

## SCHOOL ENROLLMENT

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13
1	57	44	47	54	43	57	81	102	
2	56	45	45	53	49	57	91	91	
3	62	43	45	50	49	50	99	123	
4	62	42	41	46	57	58	99	124	
5	64	40	38	45	49	50	89	121	
6	63	52	44	46	57	54	122	109	
7	68	54	47	47	57	50	118	110	
8	67	48	49	46	50	41	113	100	
9	60	47	43	42	47	38	112		
10	53	47	46	38	51		106		
<b>Average</b>	61	46	45	47	51	51	103	110	

\*\* 04/05 - 09/10 Stats are from CBHS



# PORTOLA-BUTLER CONTINUATION HIGH SCHOOL

Carolyn McCombs, Principal  
 Monthly School Attendance Report  
 School Year 2011-12  
 Month #8

## OFFICE REFERRALS

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13
1	1	0	4	5	2	1	0	0	
2	1	2	8	2	6	0	7	15	
3	0	2	8	1	2	1	33	6	
4	1	8	2	3	2	0	17	17	
5	0	0	7	1	0	1	11	5	
6	0	4	8	6	5	14	19	8	
7	2	5	9	5	1	3	26	18	
8	2	5	7	7	1	2	11	12	
9	0	7	14	15	1	0	11		
10	2	5	5		0		7		
<b>Average</b>	1	4	7	5	2	2	14	10	

\*\* 04/05 - 09/10 Stats are from CBHS

