

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

Wednesday, August 8, 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

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

STUDENT BOARD MEMBER

King City High School
Greenfield High School

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

OPEN SESSION: 6:15 PM

A. TOUR OF KCHS GYM and TRACK

B. CALL TO ORDER

C. FLAG SALUTE

D. REPORT OF CLOSED SESSION ACTIONS

E. APPROVAL OF AGENDA

- F. 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 específico 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.

G. REPORT FROM STATE ADMINISTRATOR

H. BOARD MEMBER COMMENTS

I. EMPLOYEE ORGANIZATIONS

J. CONSENT AGENDA

1. Approval of Minutes: June 27, 2012 and July 19, 2012 (Pages 1-8)
2. Approval of Personnel Report Dated August 8, 2012 (**Daniel Moirao, Ed.D., State Administrator**)
3. Approval of Contract with Lincoln Hatch (**Mary Mendenhall, CBO**) (Pages 9-11)
4. Approval of Agreement for Services with MCOE for Hearing Testing for the 2012-2013 School Year (**Daniel Moirao, Ed.D., State Administrator**) (Pages 12-16)
6. Approval of Agreement with Preferred Meals (**Mary Mendenhall, CBO**) (Pages 17-28)
7. Approval of Agreement with Central Coast Systems for Testing and Service (**Mary Mendenhall, CBO**) (Pages 29-33)
8. Approval of Agreement with Central Coast Systems Alarm System Monitoring (**Mary Mendenhall, CBO**) (Pages 34-39)
9. Approval of Agreement with Monterey Peninsula USD for Services to Special Ed Students (**Mary Mendenhall, CBO**) (Pages 40-49)
10. Approval of Goodfellow Occupational Therapy Contract (**Mary Mendenhall, CBO**) (Pages 50-52)

K. CONSENT ITEMS REMOVED FOR COMMENT/QUESTIONS

L. INFORMATION ITEMS

1. Cash Flow Report from July 1, 2011 through June 30, 2012 (**Mary Mendenhall, CBO**) (Pages 53-55)
2. Revenue and Expenditure Report from July 1, 2011 through June 30, 2012 (**Mary Mendenhall, CBO**) (Pages 56-77)
3. Update of Williams Quarterly Report (**John Sims, Director of MOTF**) (Pages 78-86)
4. Board Policies (First Reading) (**Daniel Moirao, Ed.D., State Administrator**) (Pages 87-144)
 - BP 0410 – Nondiscrimination in District Programs and Activities
 - BP 1250 – Visitors/Outsiders
 - BP/AR 1312.3 – Uniform Complaint Procedures
 - AR 3515.2 – Disruptions
 - BP 4030 – Nondiscrimination in Employment
 - BP 4312.1 – Contracts
 - BP/AR 5126 – Awards for Achievement
 - BP 5131.2 – Bullying
 - BP/AR 5141.6 – School Health Services
 - BP 5145.3 - Nondiscrimination/Harassment
 - BP/AR 6178.1 – Work Based Learning
 - BP 7110 – Facilities Master Plan

M. ACTION ITEMS

1. Approval of Consolidated Application Spring Release 2012-13 (*Mary Mendenhall, CBO*) (Pages 145-153)
2. Approval of Resolution #03:12/13 Designation of Authorized Agent to Sign School Orders (*Mary Mendenhall, CBO*) (Pages 154-155)
3. Approval of Resolution #04:12/13 Revision to Joint Powers Agreement for the Monterey County Schools Insurance Group (*Daniel Moirao, Ed.D., State Administrator*) (Pages 156-158)
4. Approval of Resolution #05:12/13 Final Resolution to Eliminate Certain Certificated Employees Due to a Reduction of Particular Kinds of Services for the 2012-2013 School Year (*Daniel Moirao, Ed.D., State Administrator*) (Pages 159-161)
5. Board Policy (Second Reading) (*Daniel Moriao, Ed.D., State Administrator*)(Pages 162-177)
 - AR 4112.3, 4212.3, 4312.3 – Oath of Affirmation
 - BP/AR 4119.25, 4219.25, 4319.25 – Political Activities of Employees
 - BP 4135, 4235, 4335 – Soliciting and Selling
 - BP/AR 5112.1 – Exemptions from Attendance
 - BP/ 5131.4 – Student Disturbances
 - BP 5131.5 – Vandalism and Graffiti

N. SCHOOL REPORTS/UPDATES

1. King City High School, Janet Sanchez-Matos, Principal
2. Greenfield High School, Lisa Mazza, Principal
3. Alternative Education Programs, Bruce Corbett, Principal

O. FUTURE AGENDA ITEMS/MEETING DATES

- September 12, 2012 – Regular Board Meeting at Greenfield High School
- October 17, 2012 – Regular Board Meeting at the District Office
- November 13, 2012 – Regular Board Meeting at Greenfield High School
- December 12, 2012 – Regular Board Meeting at the District Office

P. SIGNING OF PAPERS

Q. 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
SPECIAL BOARD MEETING

Wednesday, June 27, 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

Mike Foster called the meeting to order at 12:00 PM.

Flag Salute

Mike Foster led in the flag salute.

Public Comment

There were not any comments from the public.

PUBLIC HEARING

2012-2013 Budget

Mike Foster opened the public hearing at 12:01 P.M. There were not any comments, the public hearing closed at 12:01 P.M.

Report from State Administrator

Dr. Bernard said the project at the gym at King City High School is on track and will be complete before school starts.

Dr. Moirao has been meeting with board members and the County Superintendent of Schools for a smooth transition.

Dr. Bernard wished everyone a good 2012-13 school year and appreciated all the support he was given.

Board Member Comments

Mike Foster said he appreciated all of Dr. Bernard's hard work and direction in the last 3 years.

Mike Foster presented Dr. Bernard an engraved compass on behalf of the Board. Debra McAlahney-Dodson said it is symbolic of what we do.

Dr. Bernard thanked the Board for the gift.

Paulette Bumbalough said she attended part of Dr. Moirao PLC training. It was great to see the enthusiasm, excitement and interaction of the faculty, teachers from both sites were engaged in the training. She encouraged other Board members to attend future training sessions.

Bob White thanked Dr. Bernard for his leadership and hoped he had a better retirement.

Dr. Bernard said he has accepted a part-time teaching position at one of the colleges.

Raul Rodriguez said he attend the PLC training as well. Had he known of the training earlier, he may have been able to attend more of the training. He said he felt it was critical for the Board to attend training session so they are educated on the focus along with the teaching staff. He felt having Board members attend would have a positive impact on the teachers and also show the faculty the Board is interested and wants to be involved. The focus should always be what is in the best interest of the students.

He said this has been a good 3 years with Dr. Bernard, as the State Administrator, and felt we are entering a different phase of our instruction. We have made great gains and stability in our education. We want to make sure to keep the momentum going and realize the importance of Board involvement; he knows good things will be happening. He noted, the Master in Governance training the Board is attending, does not include a lot on instruction.

Paulette Bumbalough said as Board members we may be attending different functions such as sporting events. Because of her schedule she may not be able to attend the sporting events but may be able to attend training session, like the PLC training Dr. Moirao just had. She felt it was important for Board members to be involved and visible.

Raul Rodriguez said he met with Dr. Moirao today and they toured the City of Greenfield. There are some very nice areas in the community if incoming staff is in need of housing.

Debra McAlahney-Dodson felt it was important for Board members to be visible.

Ms. McAlahney-Dodson said the focus should be on the strides we are making and felt we have a long way to go regarding the common core standards and ROP. She was pleased to see the number of Ag courses Hartnell College is offering during the fall.

Mike Foster said any time Board members can attend an event or training it shows solidarity He said to remember FCMAT has commented about information being shared. He felt the fact the Board is attending training, it will demonstrate to FCMAT Board involvement.

Paulette Bumbalough felt the interaction with the faculty during breaks is as important as the lecture. She said the session she attended teacher came up to her and introduced themselves.

Mike Foster said it is showing the faculty the Board is interested in them.

CONSENT AGENDA

1. Approval of Minutes: June 13, 2012
2. Approval of Contract with FCMAT for ASB Training
3. Approval of Business Services Technician Job Description
4. Approval of Contract for Inspector of Records (KCHS Gym Modernization

The request was made to have items #3 and #4 pulled for further discussion.

Dr. Bernard approved items #1 and #2 on the consent agenda.

Consent Items Removed for Comment/Questions

Debra McAlahney-Dodson said she had a question on the job description. Is this a new position for a current employee, or will we be hiring a new individual, and has this position been budgeted. Dr. Moirao said yes this position was in the budget.

Dr. Bernard said if the Board would recall at the last board meeting a portion of a position was eliminated. Dr. Moirao said we are combining and streamlining the workload.

Bob White asked if this was an administrative position. The response was it was a classified position.

Debra McAlahney-Dodson inquired about the Inspector of Records contract.

Dr. Bernard said when something is built it goes through the State Department of Architects and an inspector from the outside has to be assigned to the project. This person contracted worked with us last year and is aware of the company we are using for the modernization.

John Sims meet with staff from DSA in Oakland yesterday to try to close some projects which had been completed 25 years ago. In the past, procedures were not always followed; we want to make sure the process is done the correct way. This procedure should be followed when there is a capital project.

Paulette Bumbalough felt it was critical having a DSA approved inspector.

Mike Foster asked what was the check and balance in the past. How did we go so long before it was recognized procedures were not followed? Dr. Bernard said some of the work that was done was so old, DSA had closed their files. When FCMAT did their review it was then discovered the complete process was not done.

Several examples are the tunnel at King City High School and the two story announcing booth. These projects had been completed out of the generosity of the community, but did not receive the required DSA approval. The district is now liable for these areas if there were any injuries. It is being reviewed right now to see if corrections can be made to the existing areas, or if it would be more cost effective to tear it down and start over. Unfortunately, we do not have the money to rebuild.

John Sims has been conducting Facility Committee Meetings for the past 2 years and the committee is aware of these issues. Two outside engineers have reviewed the areas and determined they do not meet code.

Debra McAlahney-Dodson asked if Mustang Bench had been advised. Dr. Bernard responded that individuals involved in Mustang Bench have been at meetings.

Debra McAlahney-Dodson commented to make sure the public is educated on the situation. Dr. Bernard said a previous superintendent stated that the Board would take full responsibility on one of the projects which had been completed.

Dr. Bernard said this has been fully discussed with the Facilities Committee Meeting.

Dr. Bernard approved items #3 and #4.

INFORMATION ITEMS

1. Board Policies (First Reading)

AR 4112.3, 4212.3, 4312.3 – Oath of Affirmation

BP/AR 4119.25, 4219.25, 4319.25 – Political Activities of Employees

BP 4135, 4235, 4335 – Soliciting and Selling
BP/AR 5112.1 – Exemptions from Attendance
BP/ 5131.4 – Student Disturbances
BP 5131.5 – Vandalism and Graffiti

Dr. Bernard said these 6 polices will be coming back at the August 8 board meeting for approval.

ACTION ITEMS

Approval of 2012-2013 Budget

Mary Mendenhall said the budget has been completed; she reviewed some of the highlights from the Executive Summary.

The district will be absorbing the students who were enrolled in the independent charter program. The most important thing to keep in mind is the ADA funding of \$441 which calculates to \$790,000 for the 2012-13 school year. This amount has been built into the budget.

Dr. Bernard said if the governor's tax initiative passes in November then the budget would be revised.

Ms. Mendenhall said the unrestricted revenues projected are \$12,102,627 and the district is anticipating drawing \$1,500,000 from the loan. We will also have to allow for the loan payment. The unrestricted monies of \$14,312,535 are all we have to work with. There is a decrease in Federal revenues of approximately \$525,000, the majority of which was due to the end of Education Jobs funds. It is expected in having a slight decrease to Title I funding. The ASB funds will be moved into their own separate bank account.

There is an assumption there will be a COLA all 3 years, but we will probably not receive it.

The multi-year projection for the 2012-13 school year indicates we will have a 3% reserve, but not for the 2013-14 school year.

Mike Foster asked what is the plan for the 2013-14 school year.

Ms. Mendenhall said logically the sooner reductions are made the better. Dr. Bernard said Dr. Moirao will be starting negotiations this next school year. Reductions will need to be made in salaries or benefits. Dr. Bernard said once the November elections are over then it is anticipated the bargaining units will start negotiating. We cannot afford this budget without reduction in expenditures.

Debra McAlahney-Dodson inquired about contingency cuts. Dr. Bernard responded, since the organizations have not sunshined their items, nothing is in place in the current contract, there is not a contingency plan at the present time. The teacher's organizations must submit their sunshine items by March 1 and CSEA by March 31.

Paulette Bumbalough asked if one time and ongoing cuts have been made. Dr. Bernard said a combination of cuts had taken place prior to his arrival.

Paulette Bumbalough asked if the teachers would take furlough days. Dr. Bernard said there was no interest between the bargaining units with the last negotiations.

Mike Foster said we should keep some of the money from the loan for a contingency plan.

Paulette Bumbalough requested additional budget training so the Board can stay on top of things and not allow what has happened in the past.

Dr. Bernard suggested consideration of having a study session at the end of November or in December.

Paulette Bumbalough said she liked the format of the executive summary and having the important areas listed.

Dr. Bernard approved the 2012-13 budget.

Approval of Human Relations Mission Statement

Dr. Bernard said initially the Human Relations Mission Statement was developed by the Diversity Committee, and the draft was provided to the Board, and the committee at its second meeting shortened the statement by combining items. The committee was excited to look at the data. The information from the surveys will be presented to teachers so they are aware of how things are being perceived. This statement will be displayed in the classroom, offices, libraries, and the District Office.

Paulette Bumbalough said Dustin Wood, from Hartnell College, likes what has been happening in the committee.

Paulette Bumbalough asked if upcoming meeting can be included on the Friday Updates the Board receives. The response was yes.

Dr. Bernard approved the Human Relations Mission Statement.

Board Policies (Second Reading)

BP/AR 0450 – Comprehensive Safety Plan
BP/AR/E 1113 – District and School Web Sites
AR 1340 – Access to District Records
BP 3110 – Transfers of Funds
AR 3314 – Payment for Goods and Services
AR 3541.1 – Transportation for School-Related Trips
BP/AR 4119.25, 4219.25, 4319.25 – Political Activities of Employees
BP/AR 5113 – Absences and Excuses
AR 5125 – Student Records
BP/AR 6145.2 – Athletic Competition
BP/AR/E 6163.4 – Student Use of Technology
AR 6173.1 – Education for Foster Youth
BB 9223 – Filling Vacancies
BB 9320 – Meetings and Notices

Dr. Bernard said these 14 policies are presented as a second reading.

Debra McAlahney-Dodson said on page 215, AR 0450 10 C states “assignment of staff members responsible for each identified task and procedure,” does the designated staff know what needs to be done. Are they aware of a backup plan of action? For example, if the initial designated person is not available then does the next person in line know to step in? Dr. Moirao said this was discovered at the debriefing from the recent shooting incident. He said this will be addressed with staff when they return from their summer break. He said it is also addressed in the School Safety Plan.

Debra McAlahney-Dodson said on pages 274 and 275 addressing foster youth there is mention of student progress reports. Is this something the district is doing? Dr. Moirao said the extent of our requirement is accountability of the students who are in foster care. That is our only mandated report.

The question was then asked why it is in the AR if we are not following it.

Dr. Moirao said there is a county consortium; he attends some of the meetings. He then takes information back to the Student Services Coordinators.

Paulette Bumbalough asked if this is what we do for all of our students. The response was yes, we make sure the same services are offered to all students.

Debra McAlahney-Dodson said she had a question on page 285 which addresses board meetings and notices. It state Board meetings shall be held at 6:30 p.m. on the second Wednesday of the month. She suggested we need some flexibility.

Dr. Bernard suggested inserting subject to change in the first paragraph under the regular meeting section.

Adjournment

The meeting was adjourned at 12:57 P.M.

Daniel R. Moirao, Ed.D., State Administrator

Date

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL BOARD MEETING

Thursday, July 19, 2012

Minutes

BOARD OF EDUCATION

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

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

OPEN SESSION:

Call to Order

Mike Foster called the meeting to order at 6:00 P.M.

Public Comment

There were not any comments from the public. The meeting recessed to closed session at 6:01 P.M.

CLOSED SESSION:

- A. Public Employment
- B. Employee Discipline/Dismissal Release
- C. Negotiations with Employee Organizations
- D. Threatened/Potential Litigation

OPEN SESSION:

Call to Order

Raul Rodriguez called the meeting to order at 6:39 P.M.

Flag Salute

Raul Rodriguez led in the flag salute.

Report of Closed Session Action

Raul Rodriguez reported there was no action to report from closed session.

Approval of Agenda

Dr. Daniel Moirao approved the agenda.

Public Comment

There were not any comments from the public.

CONSENT AGENDA

Approval of Personnel Report Dated July 19, 2012

Dr. Moirao approved the consent agenda.

ACTION ITEMS

Approval of Declaration of Need for Fully Qualified Teachers

Dr. Moirao said annually a Declaration of Need must be submitted to the California Commission on Teacher Credentialing in order for the District to lawfully hire anyone who holds an internship credential or emergency permit. This document would allow the district to submit a waiver to the state for any teacher hired by the district who has an internship or emergency permit.

Paulette Bumbalough inquired if this waiver could be done in June. Dr. Moirao responded yes.

Dr. Moirao approved the declaration of need for fully qualified teachers.

Approval of Resolution #01:12/13 to Decrease the Number of Certificated Employees Due to a Reduction or Elimination of Particular Kinds of Services (Education Code Section 44955.5)

Dr. Moirao said we have a rare opportunity to reduce certificated staff in the month of August by ed code there is a very strict and tight time line which needs to be followed. At this time we need to eliminate the services of the Student Services Coordinators and returning those positions back to counselors. This decision is contingent of other pending legal action.

Dr. Moirao approved Resolution #01:12/13.

Approval of Resolution #02:12/13 Determination of Order of Employment of Certificated Employees for Elimination of or Reductions in Particular Kinds of Services

Dr. Moirao said as a result of Resolution #01:12/13 an updated seniority list must be provided.

Paulette Bumbalough inquired if the listing is current with the exception of the personnel report dated July 19. Dr. Moirao responded yes. Ms. Bumbalough asked how the list was updated. Dr. Moirao responded Human Resources updates the listing approximately every February. Dr. Moirao said the administrators have been added to this listing as required. They had not been included in the February seniority list.

Dr. Moirao approved Resolution #02:12/13.

Adjournment

The meeting was adjourned at 6:43 P.M.

Daniel R. Moirao, State Administrator

Date

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

SUBJECT: Contract with Lincoln Hatch

MEETING: August 8, 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
- X Ensure that Facilities are Safe for Staff and Students
- _____ Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Mr. Hatch provides direct support to the protection, upkeep and operation of the sound, audio-visual, and lighting equipment, and its use, owned by the Southern Monterey County Center for the Performing Arts at the Robert Stanton Theatre (auditorium) located at King City High School.

The Consultant, when providing support and technical services to an organization that is using the Stanton Theatre, may receive compensation from the organization for the services provided. Additional services will include auditorium management, presence at performance rehearsals and events, and working with Southern Monterey County Center for the Performing Arts in sponsoring up to two (2) workdays at the auditorium for minor repairs and maintenance-related tasks.

Recommendation:

The recommendation is to approve the agreement to furnish consultant services between the SMCJUHSD and Lincoln Hatch.

Fiscal Impact:


\$3,500 – unrestricted general fund

Submitted By:



Mary Mendenhall
Chief Business Official

Approved:



Daniel Moirao
State Administrator

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
800 BROADWAY
KING CITY, CA 93930**

AGREEMENT TO FURNISH CONSULTANT SERVICES

Pursuant to California Education Code 10400, South Monterey County Joint Union High School District, hereinafter called "District," has need of the specialized services of *Lincoln Hatch*, an independent contractor, hereinafter called "Consultant," for the period specified in Article I. "TERM."

Consultant shall be, for the purposes of this agreement, an independent contractor and shall not be deemed an employee of the District for any purpose.

District may provide such supplies and equipment as shown herein for the convenience of CONSULTANT and such accommodation shall not operate as an indication of employment.

I. TERM:

The effective date of the agreement is June 1, 2012 and it terminates June 30, 2013 unless sooner terminate as provided herein.

II. PAYMENT LIMIT

- Consultant shall be compensated at the annual rate of \$3,500
- Payment shall be made upon presentation of invoice properly completed by Consultant.
- Total payment(s) to Consultant, under this contract shall not exceed \$3,500.00

III. DISTRICT OBLIGATION:

Inconsideration of Consultant's provision of service(s) as described in the Consultants Services Description and subject to the payment limit expressed herein, the District shall pay the Consultant, upon documented evidence of completion of service(s), payment according to the fee schedule listed within thirty (30) days of billing.

IV. CONSULTANT'S OBLIGATION

- The consultant shall provide service(s) as described in the Consultant Service Description.
- Because the Consultant may work with students in a school-sponsored student activity program, the Consultant shall obtain both a Department of Justice and Federal Bureau of Investigation criminal background check through the district. (Education Code 49024). If the Consultant possesses a current Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing, issued prior to July 9, 2010, the Consultant shall have satisfied district requirements for the criminal background check. (Education Code 49024)

V. CONSULTANT SERVICE DESCRIPTION

In support of the goals of maintaining safe and secure facilities, improving the school climate, and improving community relations, the Consultant will provide direct support to the protection, upkeep and operation of the sound, audio-visual, and lighting equipment, and its use, owned by the Southern Monterey County Center for the Performing Arts at the Robert Stanton Theater (auditorium) located at King City High School. The Consultant, when providing support and technical services to an organization that is using the Stanton Theater, may receive compensation from the organization for the

services provided. Addition services will include auditorium management, presence at performance rehearsals and events, and working with Southern Monterey County Center for the Performing Arts in sponsoring up to two (2) workdays at the auditorium for minor repairs and maintenance-related tasks.

VI. ASSIGNMENT

This agreement is for personal services to be performed by Consultant.

VII. TERMINATION OF AGREEMENT

This agreement shall terminate on the last day as written in Article I except:

- a. District may terminate agreement at any time if Consultant does not perform, or refuses to perform according to this Agreement.
- b. District and Consultant may terminate agreement at any time with mutual written consent.
- c. In the event of early termination, Consultant shall be paid for all work or services performed to the date of termination together with an amount for approved expenses due and owing.

VIII. DISTRICT'S RIGHT OF RETENTION

Upon request, the District shall have copies of any records.

IX. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and the attachment hereto of an addendum mutually executed setting forth the extended term.

X. SIGNATURES

These signatures attest the parties' agreement hereto:

CONSULTANT / TITLE

STATE ADMINISTRATOR or CBO
South Monterey County Joint Union High School District

Date

Date

Social Security Number of Consultant *

* *Whenever organizational names are used, the Employer IRS Identification Number must be used instead of a Social Security Number.*

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Agreement with MCOE for Hearing
Testing Services for 2012-2013

MEETING: August 8, 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
- X _____ Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

This agreement is with MCOE to provide hearing testing to students for the 2012-2013 school year.

Recommendation:

The recommendation is approve the agreement.

Fiscal Impact:

This has been budgeted for the 2012-13 school year.

Submitted By:

Approved:



Daniel R. Moirao Ed.D.
State Administrator



Monterey County Office of Education

Leadership, Support, and Service to Prepare All Students for Success

*Dr. Nancy Kotowski
County Superintendent of Schools*

Dr. John Bernard, Superintendent
South Monterey County Joint Union High School District
800 Broadway Street
King City, CA 93930

July 1, 2012

Dear Dr. Bernard,

The Monterey County Office of Education provided your hearing-testing program for the 2011-2012 school year. It was a successful program and reporting to the California Department of Health Services was completed by June 30, 2012. Each year the program identifies several children with previously unknown significant hearing impairments along with many other children with medically treatable hearing losses. With your staff's assistance, we obtained services for these students to help resolve or mitigate the hearing loss.

We are planning to continue to provide your hearing testing services for the 2012-2013 school year. Attached, please find the Agreement for Services for Hearing Testing for the upcoming school year. In order to schedule your hearing testing, we are requesting that you complete and return the agreement as soon as possible. Similar to previous years, the charges for the hearing-testing program will be based upon actual costs to administer the program. The charges for the 2012-2013 program will be processed through a funds transfer following the June 30th closing of the 2012-2013 school year budget.

I look forward to working with your district again. Please feel free to contact me with any questions or comments you may have. Please return your signed 2012-2013 Agreement for Services for Hearing Testing to me at the address listed below.

Thank you,

Deborah Homan, MA, CCC-A, Audiological Coordinator
Monterey County Office of Education, Special Education
901 Blanco Circle
Salinas, CA 93912

dhoman@monterey.k12.ca.us
(831) 755-6441 phone
(831) 769-0732 fax

**Agreement for Services for Hearing Testing
For the 2012-2013 School Year**

This agreement made this 1st day of July, 2012 by and between the Monterey County Superintendent of Schools, hereinafter called "County Superintendent" and South Monterey County Joint Union High School District, hereinafter called "School District" and approved by the Governing Board of the School District.

Witnessed

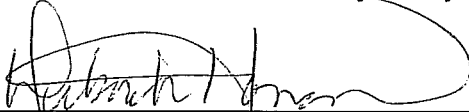
Whereas, the School District is desirous of obtaining the Hearing Testing Services and:

Whereas, the County Superintendent is willing to furnish such services, pursuant to Section 49452 of the Education Code;

Now, therefore, be it mutually agreed as follows:

1. The County Superintendent hereby agrees to provide the School District with qualified personnel necessary for hearing testing services during the 2012-2013 school year.
2. The County Superintendent agrees to provide testing for the mandated grades: K or 1st, 2nd, 5th, 8th, 10th or 11th, and upon first entry into the California Public school system, as well as for students referred by the School District. The School District may select the specific grades tested where an option exists (i.e. K or 1st and 10th or 11th).
3. The School District is responsible for providing a space to conduct the testing, class lists of students to test, and assistance with follow-up procedures.
4. The School District authorizes the County Superintendent to transfer funds for the actual cost of said services performed.
5. The term of this agreement will be the 2012-2013 school year, in accordance with the school year calendar adopted by the School District Governing Board.

Witness our hands the day and year written below;

 7/1/2012
Monterey County Superintendent of Schools/Representative Date

District Superintendent/Representative Date

ANNUAL REPORT OF HEARING TESTING

2011-2012
Reporting School Year

REPORT DUE JUNE 30
CURRENT SCHOOL YEAR

| | | | |
|--|--|---|--------------------------|
| CDS Code Number [2 7] [6 6 0 6 8] County District | School District South Monterey County Joint Union High | Superintendent Dr. John Bernard | |
| Address (number and street) 800 Broadway Street | | City King City | ZIP Code 93930 |
| Period Covered From: 7/10 To: 6/11 | Supervisor of Health Name: Jo Quinn Title: Dir. of SpEd | County Monterey Office Telephone Number (831) 385-0606 | |

| GRADES IN DISTRICT Check Box for Highest Grade in District (1) | Enter Number of Pupils Enrolled in EACH GRADE as of the October (CBEDS) Report (2) | INITIAL SCREENING | RESULTS | DISPOSITION AND FOLLOW-UP | |
|--|---|--|---|---|--|
| | | Number of Pupils Screened Per Sec. 2951(c), CCR, Title 17 (3) | Number of Pupils Failed Both Threshold Tests Per Sec. 2951(d), CCR, Title 17 (4) | Number of Pupils Referred for Medical and/or Audiological Evaluation [From Col. (4)] (5) | Number of Pupils Examined by Doctor and/or Audiologist or Under Treatment (6) |
| <input type="checkbox"/> K * or ----- 1 | | | | | |
| <input type="checkbox"/> * 2 | | | | | |
| <input type="checkbox"/> 3 | | | | | |
| <input type="checkbox"/> 4 | | | | | |
| <input type="checkbox"/> * 5 | | | | | |
| <input type="checkbox"/> 6 | | | | | |
| <input type="checkbox"/> 7 | | | | | |
| <input type="checkbox"/> * 8 | | | | | |
| <input type="checkbox"/> 9 | 481 | 32 | 1 | 1 | 1 |
| <input type="checkbox"/> 10 * or ----- 11 | 513 | 486 | 9 | 1 | 8 |
| <input type="checkbox"/> 11 | 488 | 35 | 3 | 1 | 2 |
| <input checked="" type="checkbox"/> 12 | 494 | 28 | 1 | 0 | 1 |

* All pupils in these grades shall be tested annually (Section 2951(c), CCR, Title 17).

All students who are in RSP, SDC, and Speech are evaluated every year. All students who come before a child study team for any reason including evaluation for special education must have a current hearing test within the last year.

DISTRIBUTION OF COPIES

- California Department of Health Care Services
Children's Medical Services Branch
Hearing Conservation Specialist
MS 8103
P.O. Box 997413
Sacramento, CA 95899-7413

School District

- County Superintendent of Schools

TESTING CONDUCTED

Testing was conducted by the following personnel employed by the District:

- District School Nurse--Audiometrist, per Section 49420, CEC and Section 2950, CCR, Title 17.
- District School Audiometrist, per Section 44879, CED.
- District Speech/Hearing Specialist, per Section 49454, CED.

Testing was conducted by qualified personnel employed by:

- Monterey County Office of Education
- _____ County Health Department

A private agency authorized by the County Superintendent, per Section 49452, CEC.

SEE OTHER SIDE FOR INSTRUCTIONS.

INSTRUCTIONS FOR COMPLETING FORM PM 100
ANNUAL REPORT OF HEARING TESTING

A. Complete identifying information. Insert reporting school year. Your District's "CDS CODE NUMBER" can be obtained from the California Public School Directory; it designates your COUNTY and DISTRICT, i.e., 19-64212 is the Code Number for the ABC Unified Schools in Los Angeles County. The PERIOD COVERED will include the date the hearing testing was started and the date when *testing and follow-up* were completed.

B. COLUMN (1). **GRADES IN DISTRICT:** Please *check* box for the highest grade in your District.

COLUMN (2). **Number of Pupils ENROLLED in Each Grade:** Enter the number of pupils enrolled in *ALL GRADES* as of the October (R-30) report made to the California Department of Education.

COLUMN (3). **INITIAL SCREENING: Number of Pupils SCREENED:** Enter the number of pupils in each grade that were *screened* per Section 2951(c), California Code of Regulations (CCR), Title 17. (Figures for tests conducted in all grades SHALL be included.)

COLUMN (4). **Number of Pupils who FAILED BOTH THRESHOLD TESTS:** Enter number of pupils who failed BOTH THRESHOLD TESTS per Section 2951(d), CCR, Title 17.

COLUMN (5). **Number of Pupils REFERRED for Medical and/or Audiological Evaluation:** From column number (4), enter the number of pupils who were referred per Section 2951(d), CCR, Title 17.

COLUMN (6). **Number of Pupils EXAMINED by Doctor and/or Audiologist or Under Treatment:** From column number (5), enter the number of pupils who reached the doctor and/or audiologist, were examined, or who are known to be receiving treatment.

C. **SPECIAL EDUCATION:** Briefly describe the audiometric, audiological, and medical services used when evaluating and placing pupils in need of special education. (You may attach additional information if necessary.)

D. Check the appropriate boxes describing testing personnel. *If any of the testing services were provided by contract with an authorized agency, per CEC, Section 49452, enter the name of the agency, organization, or company. A county office of education and the county health department are considered to be "authorized agencies."*

E. Check the distribution and send copies of the report as indicated.

THIS REPORT IS DUE ON OR BEFORE JUNE 30 OF THE CURRENT SCHOOL YEAR

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Agreement with Preferred Meals

MEETING: August 8, 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
- X Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The contract with Preferred Meal Systems Inc. is for the 2012-2013 fiscal year and is to provide prepared meals for students.

Recommendation:

The recommendation is being made to accept the Prepared School Meal Service bid of Preferred Meal Systems Inc. and approve the contract with them for 2012-2013.

Fiscal Impact:

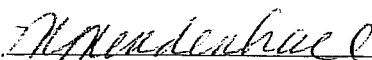
Cafeteria Fund

\$1.0275 per breakfast meal

\$2.15 per lunch meal

\$.69 per snack

Submitted By:



Mary Mendenhall
CBO

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

PREPARED FROZEN SCHOOL MEALS QUOTATION SHEET

Guaranteed Price per breakfast for period July 1, 2012, through June 30, 2013.

\$ 1.0275 /meal

Guaranteed Price per lunch for period July 1, 2012, through June 30, 2013.

\$ 2.15 /meal

Guaranteed Price per snack for period July 1, 2012, through June 30, 2013.

\$.69 /snack

A La Carte Items

Provide a guaranteed price for the following a la carte items. All items must meet or exceed USDA requirements of the child nutrition breakfast and school lunch program (NSLP).

| <u>Item/case count</u> | <u>Price per case</u> |
|--|--|
| Baked Doritos, Nacho Cheese, .75 oz/88 per case | \$16.61 - |
| Baked Cheetos, Flamin' Hot, .875 oz/104 per case | \$28.42 |
| Chex Snack Mix, 1.25-1.75 oz/N/A | \$N/A |
| IZZE Sparkling Juice, 248 ml/24 per case | \$15.10 |
| Juice, 100%, 10 oz/24 per case | \$17.37 apple, \$20.26 orange \$18.66 Mango/Peach |
| Bottled water, 5 ltr/24 per case | \$5.69 |
| Chocolate chip cookie dough, bulk, price per 2 oz cookie/135 per case | \$33.26 |
| Nacho cheese sauce, 10# can/6 per case | \$58.27 |
| Chili with beans, 10# can/6 per case | \$27.52 |
| Corn dogs, frozen/72 per case | \$42.72 |
| Baked taquitos, frozen with individually packaged sauce/240/200 per case | \$87.10 taquitos, \$6.82 sauce |
| Push Ups Frozen Treats/N/A | \$N/A |
| Pancake with sausage on a stick/56 per case | \$29.11 |
| Pop Tarts/80 per case | \$21.12 |
| Sunflower seeds, 1 oz, individually packaged/150 per case | \$34.48 |
| | |
| | |

BID SIGNATURE

The undersigned hereby proposes and agrees to furnish and deliver the Meal Service in accordance with the terms, conditions, specifications and prices herein quoted.

Firm Name Preferred Meal Systems, Inc.

Name of Bidder Linda Janczkowski

Signature of Bidder 

Title of Bidder Chief Financial Officer

Address 5240 ST. Charles Road, Berkeley, IL 60163

Phone (708) 318-2500 Date 5/14/12

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

Field Code Changed

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 14th day of May, 2012.

(Affix Corporate Seal)

Preferred Meal Systems, Inc.

Principal

By Ray A. Chevone
President and CEO

(Affix Corporate Seal)

Fidelity and deposit Company of Maryland

Surety

By Harold Miller Jr., Attorney-in-Fact

Harold Miller Jr.

Name of California Agent of Surety
2 Pierce Place, The Gallagher Center
Itasca, IL 60143

Address of California Agent of Surety

630-773-3800

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

State of Illinois }
County of DuPage } SS:

On this 14th day of May in the year two thousand twelve, before me, Kathleen A. Weaver, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Harold Miller Jr. known to me to be the duly authorized Attorney-in-fact of the Fidelity and Deposit Company of Maryland and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and the said duly acknowledged to me that she subscribed the name of the Fidelity and Deposit Company of Maryland and thereto as Surety and her own name as Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

My Commission Expires
1/24/2016

Kathleen A Weaver
Notary Public in and for Kathleen A. Weaver
County, State of DuPage, Illinois



**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Sharon A. FOULK, Karen E. SOCHA, William T. KRUMM, Jon A. SCHROEDER, Harold MILLER, JR., Kathleen WEAVER, Matthew V. BUOL, Jodie SELLERS, Michael R. PESCH and David John JACKSON, all of Itasca, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sharon A. FOULK, Karen E. SOCHA, William T. KRUMM, Jon A. SCHROEDER, Harold MILLER, JR., Kathleen WEAVER, Matthew V. BUOL, Jodie SELLERS, Michael R. PESCH, dated September 22, 2011.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of October, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

Frank E. Martin Jr.

By: Frank E. Martin Jr. Vice President

State of Maryland }
City of Baltimore } ss:

On this 12th day of October, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski Notary Public
My Commission Expires: July 8, 2015

California Department of Insurance
HAROLD GEORGE MILLER JR
License # 0F09772

Pursuant to the requirements of the State of California Insurance Code,
HAROLD GEORGE MILLER JR is authorized to act in the following capacity:

| <u>License</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|---------------------------------|-----------------------|------------------------|
| Non-Resident Insurance Producer | 02/25/2008 | 02/28/2014 |
| <u>Qualifications</u> | | |
| Casualty Broker-Agent | 02/25/2008 | |
| Property Broker-Agent | 02/25/2008 | |

Business Address: Two Pierce Place, 20th Fl, , Itasca, Illinois 601433141


Dave Jones Insurance Commissioner



Please note: To validate the accuracy of this license you may review the individual or business entity's license record on the California Department of Insurance's website at www.insurance.ca.gov "Check License Status."

STATE OF CALIFORNIA

No. 4662

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Fidelity and Deposit Company of Maryland

of Baltimore, Maryland, organized under the laws of Maryland, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 29th day of January, 1985,
I have hereunto set my hand and caused my official seal to be affixed this 29th day of January, 1985.

Fee \$50.00

Rec. No. 54314

Filed 12/3/84

Bruce Bunker
Insurance Commissioner

By Victoria S. Sidbury
Deputy
Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 3rd day of August, 2000.

J. Clark Kelso
Acting Insurance Commissioner

Pauline D'Andrea
Pauline D'Andrea
Deputy



Quality food and service, simplified.

EQUIPMENT RIDER AGREEMENT

Linda Janczkowski, C.F.O., of Preferred Meal Systems, Inc, The Maramont Corporation (Food Service Provider) and SOUTH MONTEREY UNIFIED HIGH SCHOOL DISTRICT for the purpose of acknowledging and identifying the food service system equipment in place within District schools which shall remain the property of the Food Service Provider.

1.) School Locations:

| Name | Location | Equipment Data | | | | PMSI/TMC |
|---|--|----------------|-------------|--|--------------|------------|
| | | Item Type | Make | Model | Serial # | Tag Number |
| SOUTH MONTEREY UNIFIED HIGH SCHOOL DISTRICT | 800 BROADWAY ST KING CITY, CA 93930-3326 | Oven | Blodgett | Oven-ZEPHAIRE-G SINGLE GAS (RL) | 072397YA042S | 413 |
| SOUTH MONTEREY UNIFIED HIGH SCHOOL DISTRICT | 800 BROADWAY ST KING CITY, CA 93930-3326 | Oven | Blodgett | Oven-ZEPHAIRE-G SINGLE GAS (RL) | 072402YA019T | 418 |
| SOUTH MONTEREY UNIFIED HIGH SCHOOL DISTRICT | 800 BROADWAY ST KING CITY, CA 93930-3326 | Oven | Blodgett | Oven-ZEPHAIRE-G SINGLE GAS (RL) | 072402YA020b | 419 |
| SOUTH MONTEREY UNIFIED HIGH SCHOOL DISTRICT | 800 BROADWAY ST KING CITY, CA 93930-3326 | Oven | Blodgett | Oven-ZEPHAIRE-E SINGLE ELECTRIC (E-RL) | 072601ZA008T | 409 |
| SOUTH MONTEREY UNIFIED HIGH SCHOOL DISTRICT | 800 BROADWAY ST KING CITY, CA 93930-3326 | Oven | Blodgett | Oven-ZEPHAIRE-E SINGLE ELECTRIC (E-RL) | 072601ZA012B | 410 |
| SOUTH MONTEREY UNIFIED HIGH SCHOOL DISTRICT | 800 BROADWAY ST KING CITY, CA 93930-3326 | Oven | Blodgett | Oven-ZEPHAIRE-G SINGLE GAS (RL) | 091096YA059S | 412 |
| SOUTH MONTEREY UNIFIED HIGH SCHOOL DISTRICT | 800 BROADWAY ST KING CITY, CA 93930-3326 | Oven | Henny Penny | SeniorWarmer-HC 903 | FV139HI | 3844 |
| SOUTH MONTEREY UNIFIED HIGH SCHOOL DISTRICT | 800 BROADWAY ST KING CITY, CA 93930-3326 | Milk Cooler | Cambro | N/A | n/a | N/A |
| SOUTH MONTEREY UNIFIED HIGH SCHOOL DISTRICT | 800 BROADWAY ST KING CITY, CA 93930-3326 | Milk Cooler | Cambro | N/A | n/a | N/A |
| SOUTH MONTEREY UNIFIED HIGH SCHOOL DISTRICT | 800 BROADWAY ST KING CITY, CA 93930-3326 | Milk Cooler | Cambro | N/A | n/a | N/A |

Above equipment listing includes all required dunnage racks, oven carts, baskets and dollies.

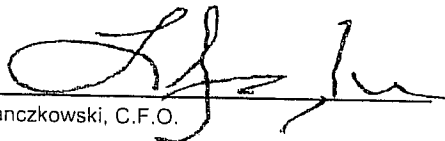
Execution of this Rider Agreement shall make District School(s) a "Participating School(s)" within the meaning of the Contract Agreement between District and Food Service Provider, and together with this Rider Agreement, shall govern the obligations of the parties hereto.

In witness whereof the following individuals have set their hands and seals, for and on behalf of their respective principals.

SOUTH MONTEREY UNIFIED HIGH SCHOOL DISTRICT

Preferred Meal Systems, Inc, The Maramont Corporation

BY: _____

BY: 
Linda Janczkowski, C.F.O.

DATE: _____

DATE: 6/1/2012



Quality food and service, simplified.™

EQUIPMENT RIDER AGREEMENT

Linda Janczkowski, C.F.O., of Preferred Meal Systems, Inc, The Maramont Corporation (Food Service Provider) and SOUTH MONTEREY UNIFIED HIGH SCHOOL DISTRICT for the purpose of acknowledging and identifying the food service system equipment in place within District schools which shall remain the property of the Food Service Provider.

1.) School Locations:

| Name | Location | Equipment Data | | | | PMSI/TMC |
|---|--|----------------|--------|-------|----------|------------|
| | | Item Type | Make | Model | Serial # | Tag Number |
| SOUTH MONTEREY UNIFIED HIGH SCHOOL DISTRICT | 800 BROADWAY ST KING CITY, CA 93930-3326 | Milk Cooler | Cambro | N/A | n/a | N/A |

- 26 -

Above equipment listing includes all required dunnage racks, oven carts, baskets and dollies.

Execution of this Rider Agreement shall make District School(s) a "Participating School(s)" within the meaning of the Contract Agreement between District and Food Service Provider, and together with this Rider Agreement, shall govern the obligations of the parties hereto.

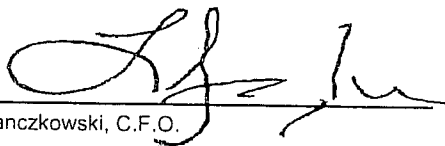
In witness whereof the following individuals have set their hands and seals, for and on behalf of their respective principals.

SOUTH MONTEREY UNIFIED HIGH SCHOOL DISTRICT

BY: _____

DATE: _____

Preferred Meal Systems, Inc, The Maramont Corporation

BY: 

Linda Janczkowski, C.F.O.

DATE: 6/1/2012



New National School Lunch Program (NSLP) Regulations

Comparison of Current and New Regulatory Requirements under Final Rule "Nutrition Standards in the National School Lunch and School Breakfast Programs" Jan. 2012

| National School Lunch Program Meal Pattern | | |
|--|---|--|
| Food Group | Current Requirements K-12 | New Requirements K-12 |
| Fruit and Vegetables | ½ - ¾ cup of fruit and vegetables combined per day | ¾ - 1 cup of vegetables <u>plus</u> ½ - 1 cup of fruit per day Note: Students are allowed to select ½ cup fruit or vegetable under OVS. |
| Vegetables | No specifications as to type of vegetable subgroup | Weekly requirement for: <ul style="list-style-type: none"> • dark green • red/orange • beans/peas (legumes) • starchy • other (as defined in 2010 Dietary Guidelines) |
| Meat/Meat Alternate (M/MA) | 1.5 – 2 oz eq. (daily minimum) | Daily minimum and weekly ranges: Grades K-5: 1 oz eq. min. daily (8-10 oz weekly) Grades 6-8 : 1 oz eq. min. daily (9-10 oz weekly) Grades 9-12 : 1 oz eq. min. daily (10-12 oz weekly) |
| Grains | 8 servings per week (minimum of 1 serving per day) | Daily minimum and weekly ranges: Grades K-5: 1 oz eq. min. daily (8-9 oz weekly) Grades 6-8 : 1 oz eq. min. daily (8-10 oz weekly) Grades 9-12 : 2 oz eq. min. daily (10-12 oz weekly) |
| Whole Grains | Encouraged | At least half of the grains must be whole grain-rich beginning July 1, 2012. Beginning July 1, 2014, all grains must be whole grain rich. |
| Milk | 1 cup Variety of fat contents allowed; flavor not restricted | 1 cup Must be fat-free(unflavored/flavored) or 1% low fat (unflavored) |



Summary of Changes and Costs

Based upon the above changes to the Lunch regulations, meal costs are increasing as shown below. This is does not include the annual inflation adjustment.

| <u>Current Elementary School Menus</u> | <u>Cost Increase</u> |
|--|------------------------|
| Traditional K-6 Menu to K-8 | Increased cost of .19¢ |
| Traditional 4-12 Menu to K-8 | Increased cost of .14¢ |
| Enhanced 7-12 Menus to K-8 | Increased cost of .10¢ |

| <u>Current High School Menus</u> | <u>Cost Increase</u> |
|----------------------------------|------------------------|
| From Enhanced 7-12 to 9-12 | Increased cost of .36¢ |

*Increases include cost saving initiatives from a reduction of grain items on some menus, reduced calories and a 1oz. per week reduction in protein on the Elementary menus.

Categorical increases by percentage for food and packaging:

- Vegetables- Increase portion size from 3/8 cup to 3/4 cup 45%
- Vegetables- Upgrade vegetables to required subgroups 22%
- Increase quantity of Leafy Greens by twice volume 10%
- Fruits- Increase portion size from 3/8 cup to 1/2 cup 15%
- Increase whole grain offerings to 1/2 whole grain 3%
- Sodium reduction reformulations 5%

In an effort to keep our prices to you, our customer as low as possible, we have designed menus that meet requirements but also incorporate efficiencies that help reduce costs. Our new menus were designed to maximize acceptability, capitalize on production efficiencies and reduce complexity at the site level in understanding complicated regulations and meeting requirements. As always, our program will include complete training for your staff to begin the difficult process of changing the way they are used to operating in the schools. Several assumptions were made when determining pricing which include:

- Participation levels will remain the same
- Schools will implement an Offer vs. Serve program and only order product as consumed

Change is hard! We anticipate that implementation of the new menus will require the cooperation at every level in order to maintain current participation and to help increase acceptability of the healthier direction intended by the USDA. Support for the new program will need to go deep and wide to help initiate the change in eating habits that is the goal of this child nutrition reauthorization. Preferred Meals is preparing documents that will help announce the new menus that can be distributed to Administration, School Boards, Principals, Teachers, Foodservice staff and Parents along with new vehicles for getting the word out about the healthier new meals. Encouraging students and spreading the word about the benefits of school meals will help reduce dissatisfaction from students and their families. New limits on calories, grains and proteins may give the impression of less food, even with the increased quantities of the less popular fruits and vegetables but incorporating nutrition education into the school day will help initiate the intended change.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Agreement for Services with Central Coast Systems for Testing and Service

MEETING: August 8, 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
- X _____ Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The contract with Central Coast Systems is for the 2012-2013 fiscal year and is to provide monitoring of the fire alarm system at King City High School.

Recommendation:

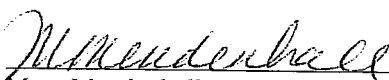
The recommendation is being made to accept the contract with Central Coast Systems.

Fiscal Impact:

Hourly service call charges as needed.

- \$ 95 Normal business hours
- \$115 Outside of normal business hours
- \$ 135 Holiday

Submitted By:



Mary Mendenhall
CBO

Approved:



Daniel R. Moirab, Ed.D.
State Administrator

Central Coast Systems

Specialists in Distribution and Installation of Engineered Systems

TESTING & SERVICE AGREEMENT

This agreement made this Date of, _____, by and between California Central Coast Systems, Inc. dba **Central Coast Systems**, hereinafter called "Contractor", and **South Monterey County Joint Union High School District**, hereinafter called "Subscriber". Property address of the systems covered under this agreement is, **King City High School, 720 Broadway, King City, CA 93930.**

1. Contractor agrees to service and test during the term of this Agreement the equipment as specified in Exhibit A of this Agreement.
2. As provided in paragraph 6, Contractor will, subject to the terms and conditions hereof, during the term of this Agreement, inspect said system and determine if it is in good working order, including all devices, appliances & other material associated with the fire alarm system therewith.
3. The term of this agreement is for Three Years from the date of approval, and will automatically be renewed for an additional three years with a five percent increase unless terminated as provided in paragraph 14.
4. As used herein, the term "equipment" includes, but is not necessarily limited to equipment as defined in Exhibit A.
5. In addition to the testing services provided in paragraph 6, Contractor shall provide repair service on an as needed 24 hour basis at the discounted labor & parts rates as shown. Service calls during normal business hours (Monday thru Friday 8am to 4:30pm) will be billed at \$95.00 per hour including travel. Service calls during other than normal business hours will be billed at \$115.00 per hour and \$135.00 per hour for Holidays. All service calls are subject to be billed with a three hour minimum which includes travel time. A minimum of 15% off of list price will apply to all replacement parts as required. Service reports will be provided for any work performed showing person who requested service and detail of repairs performed.
6. **Initial 100% test of the fire alarm system. Once completed we would perform Quarterly initiating device, waterflow, tamper & PIV tests**, with 25% of the devices being **cleaned** annually will be provided by Contractor **during normal working hours M-F 8am to 5pm. One audible/visual & systems controls test** will be performed **annually**. All testing will be per NFPA 72 guidelines for local, auxiliary, remote station and proprietary protective signaling systems, and California amendments. **Annual cost** for this service will be performed on a time and materials used basis at **\$95.00 per hour per technician**, to be billed in **Quarterly** installments. Inspection and test reports will be documented in on site log book following each test.

7. The equipment shall be serviced by the Contractor in accordance with the following standards.
 - a. Factory parts or equivalent parts shall be used.
 - b. Equipment shall be maintained at levels necessary to provide 24 hour operation.
 - c. All work shall be done by properly licensed and qualified personnel.
8. Inspections will be scheduled at least (24) hours in advance. Contractor will make every effort to respond to emergency calls within (2) hour's after call is received. Technician will arrive on site within (3) hours of being dispatched.
9. No inspections, tests, changes in or alterations to the system, premises, property or equipment subsequent to the date of this Agreement which are not within the scope and cost of the Agreement may be started without the written authorization of the Subscriber. Any applicable taxes and user fees shall be borne by the Subscriber.
10. In the event that any problems occur in the system or equipment during the term of this Agreement, Subscriber agrees to notify Contractor and Contractor shall undertake to repair or replace any defective condition within no set time frame or guarantee of repair or finding of replacement parts due to fire alarm system being a discontinued model.
11. It is understood and agreed that Contractors obligation relates solely to the testing and service of the specified system and it is in no way obligated to maintain, service, or assure the operation of the property, or any device of the Subscriber or others to which the specified system is connected, nor to repair or to redecorate any portion of the Subscribers premises, which was necessary to alter, by reason of any service performed upon said system by Contractor. Contractors liability in case of non performance will be limited to recovery of the fees charged for services performed.
12. Contractor does not represent or warrant to the Subscriber that the system may not be compromised or circumvented, or that the system will in burglary, holdup, fire, or otherwise provide the protection for which it was installed or intended. Subscriber acknowledges and agrees that the Contractor is not an insurer; that the Subscriber assumes all risk of loss or damage to the Subscriber's premises or to the contents thereof. Contractor makes no express or implied warranties as to the fitness of the system for any particular use.
13. Subscriber warrants that he has not entered into any enforceable agreement with any other party concerning the systems as described, at this location.
14. Either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to the parties at the following address.

Contractor: 312 Kings Street, Salinas CA 93905

15. Failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver of such provisions or of subsequent failures to comply with any such provisions.
16. This Agreement may not be altered or amended in any way whatsoever, except in writing signed by both parties hereto.
17. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of California.

18. Any past due invoices shall carry interest at 1-1/2% per month.
19. Any dispute over the terms of this Agreement shall be submitted to arbitration in accordance with the rules of the American Arbitration Association.
20. If it is necessary to litigate or arbitrate any controversy arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees.
21. Provisions of this Agreement are severable. If any provision of this Agreement is determined to be unenforceable, other provisions shall remain in force.
22. This contract is for performing the testing service of the fire alarm systems as listed only.
23. Any requests for assistance, training, or any delay in schedule due to inaccessibility of any area of the building for testing or troubleshooting any part of the system will be charged as a request for service.
24. This contract is for a maximum of **(NA)** days testing time per **Year** with the assistance of the facility engineer. In the event additional time is required for any reason this time will be invoiced at the discounted service call rate as stated.
25. Contractor is an independent contractor and not an employee, agent, joint venturer or partner of subscriber. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between subscriber and contractor or any employee or agent of contractor. Contractor is directly responsible for its officers, agents and employee social security benefits, federal taxes, workers compensation benefits, disability benefits, unemployment insurance benefits, vacation pay, sick leave or any other employees benefits of any kind.
26. Contractor shall maintain a policy of general liability insurance in the minimum amount of \$1,000,000 each incident/\$2,000,000 aggregate. Subscriber shall be added to contractors general liability policies as an additional named insured. All insurance required by this agreement shall be with companies and forms satisfactory to subscriber. Contractor will submit certificates of insurance before work begins proving coverage thereof to subscriber. The prescribed insurance and the carrying of prescribed insurance by contractor will not be construed as weather limitation or satisfaction of the hold harmless/indemnity agreement contained in this agreement. Any additional insurance requested will be quoted as an additional cost to this agreement. Waiver of subrogation insurance policy is not included in this quote.

Exhibit A

- 1) Notifier AFP-2020 fire alarm control panel with UDACT**
- 1) Lot FCPS power supply panels**
- 153) Addressable smoke & heat detectors**
- 56) Addressable manual pull stations**
- 3) Addressable monitoring modules for non system air duct detectors**
- 15) Addressable control modules**
- 2) Fire sprinkler system valve tamper switches**
- 1) Fire sprinkler system waterflow switches**
- Lot) ADA horn strobes**
- Lot) ADA strobe**

Contractor: California Central Coast Systems
dba Central Coast Systems
312 Kings Street
Salinas CA 93905

Subscriber: South Monterey County
Joint Union High School District
800 Broadway
King City, CA 93930
Mr. John Sims
(831) 595-8136

Accepted: _____

Contractor : _____
Vincent P. Matyas
Central Coast Systems

Date: _____

Date: _____

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Agreement for Services with Central Coast Systems for Alarm System Monitoring

MEETING: August 8, 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
- X _____ Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The contract with Central Coast Systems is for the 2012-2013 fiscal year and is to provide monitoring of the fire alarm system at King City High School.

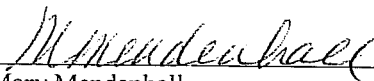
Recommendation:

The recommendation is being made to accept the contract with Central Coast Systems.

Fiscal Impact:


\$816.00 General Fund.

Submitted By:



Mary Mendenhall
CBO

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

Central Coast Systems

Specialists in Distribution and Installation of Engineered Systems

SUBSCRIBER ALARM SYSTEM MONITORING AGREEMENT

This Subscriber Alarm System Monitoring Agreement ("Agreement") is effective as of _____, 2012 ("Effective Date"), by and between South Monterey County Joint Union High School District. ("Subscriber"), and California Central Coast Systems, a California corporation, doing business as Central Coast Systems ("CCS").

RECITALS

- A. CCS is in the business of installing, servicing and offering sub-contracted monitoring service for electro-protective devices, referred to herein as the "System."
- B. CCS has programmed or installed a System at Subscriber premises and Subscriber desires to have CCS provide these monitoring services to Subscriber.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing terms, conditions and covenants, the parties agree as follows:

- Use of Subcontractor. Subscriber hereby authorizes CCS to sub-contract the monitoring services provided the Subscriber hereunder to a third-party monitoring provider ("Monitoring Subcontractor"). Selection and replacement of the Monitoring Subcontractor during the term of this Agreement is subject to the sole discretion of CCS.
- Consideration. A one time system set up, programming & testing fee of **\$360.00** required to begin this service will be invoiced along with the first semi annual monitoring fee. Once the communicator is programmed CCS agrees to provide the monitoring services described in Section 3 below in accordance with the Rate Schedule of **\$38.00 per month**, invoiced 50% in advance for semi annual invoicing of **\$228.00**. Subscriber agrees to pay all sums due to CCS promptly and in accordance with the terms of payment set forth. Two dedicated telephone lines with jacks for the communicators use is to be provided and with all fees paid for by the subscriber.
- Term. Unless terminated sooner pursuant to Sections 16 or 17, the term of this Agreement is three (3) years ("Term"), which shall commence on the Effective Date ("Term"). The Term, and all subsequent renewals thereof, will automatically be extended an additional three (3) years unless either party notifies the other party of its intent to conclude service at the end of the Term then in effect no sooner than ninety (90) days and no later than (10) days prior to

expiration of the term then in effect. All renewals shall be construed as part of the Term and shall be subject to and governed by this Agreement.

4. Monitoring Services. CCS and Subscriber agree that CCS's sole obligation under this Agreement shall be to monitor the signals received from the System, as more specifically identified as the **King City High School, 720 Broadway, King City, CA 93930**, which is incorporated herein by this reference, and to respond to these signals in the manner set forth in this Section ("Monitoring Services"). When an emergency signal from any System is received, CCS will notify the proper police, fire and/or other emergency service ("Emergency Services") and will attempt to notify the first available person on the Subscriber's emergency call list ("Emergency Call List"). When a non-emergency signal from any System is received, CCS will attempt to notify the first available person on the Subscriber's Emergency Call List, but will not notify Emergency Services. To avoid false alarms, CCS may contact the Subscriber's premises first or, alternatively, use two-call verification to determine if an actual emergency exists before calling the appropriate Emergency Service(s). If, in the judgment of CCS, no actual emergency exists, CCS may choose not to contact Emergency Services. CCS may change or discontinue any part of this service or the alarm verification procedures if required to do so by any governmental authority or its insurer.

5. Services Not Provided. Nothing contained in this Agreement shall require CCS to maintain, service, repair or otherwise assure continued operation of the System, or any component thereof. Further, CCS shall not be obligated to repair or otherwise restore a portion of the Subscriber's premises if altered or modified in any way to facilitate installation or service of the System by CCS.

6. Commencement of Monitoring Services. Monitoring Services provided to Subscriber pursuant to this Agreement will commence only after CCS has: (1) received from Subscriber a true and complete response to its Monitoring Subcontractor's monitoring information form; (2) successfully completed test signal transmissions; and (3) communicated a formal Start Date to Subscriber.

7. False Alarms. Monitoring Service may be suspended, at either CCS or Monitoring Subcontractor's option, upon ten (10) days prior notice to Subscriber should such System trigger an unreasonable number of false alarms or potentially impair CCS's ability to provide adequate Monitoring Service to other subscribers until the deficiency is corrected. In the event CCS reasonably determines that the false alarms are the result of Subscriber's negligent, careless, or malicious use of the System, CCS may, in addition to any other remedy available to it, terminate Monitoring Services upon ten (10) days written notice to Subscriber. In the event a fine, penalty or fee is assessed against CCS by any governmental agency as a result of any alarm originating from Subscriber's premises not caused by a negligent act or omission of CCS or Monitoring Subcontractor, Subscriber agrees to forthwith reimburse CCS for same.

8. Telephone Lines. The parties acknowledge that the telephone lines used to provide Monitoring Service are not System components and are not the property of Subscriber.

9. Licenses and Permits. In the event license(s) and/or permit(s) are required for the use of the System, Subscriber is responsible for obtaining and maintaining such license(s) and/or permit(s).

10. Emergency Call Lists. Prior to commencement of Monitoring Service, Subscribers shall provide CCS complete and accurate emergency contact information in a form satisfactory to CCS. Further, Subscriber shall immediately notify CCS of any revisions to said contact information during the Term of this Agreement.

11. Force Majeure. CCS shall not be liable for interruption of Monitoring Service due to strikes, riots, floods, fire, acts of God, or for any cause beyond CCS's control, including interruption or delay of telephone or radio telemetry services, nor shall CCS be obligated to perform any Monitoring Services when telephone or radio telemetry company circuits or equipment are inoperable for reasons outside CCS's control.

12. Taxes; Installer Licensing. Subscriber agrees to pay any and all taxes or fees imposed by any municipal, state and/or federal authority in connection with the use of the System. Subscriber further agrees to indemnify and hold CCS harmless against any and all claims relative to the foregoing.

13. Damaged Systems. Upon written notice to Subscriber, Monitoring Services under this Agreement may be suspended, at CCS's option, should the System become materially disabled or damaged so that further Monitoring Service is impracticable. Suspension of Monitoring Services shall remain in effect unless and until the System is repaired or otherwise restored to functioning capacity.

14. Disclaimer. It is understood and agreed by and between the parties hereto that CCS is not an insurer and that this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Fees paid by Subscriber to CCS hereunder are based solely upon the value of the services to be provided and are unrelated to the value of any property protected by the System monitored by CCS. CCS does not make any express or implied representations or warranties regarding the fitness of the System for any particular use, or represent or warrant that the System cannot be compromised or circumvented, or that the System will in burglary, holdup, fire, or otherwise, provide the protection for which it was installed or intended. CCS is being paid to monitor a system designed to reduce certain risks of loss or damage to property, or injury or death to persons, and the amounts being charged by CCS for services provided to any Subscriber are not sufficient to guarantee that no such loss or damage to property, or injury or death to persons, will occur. Subscriber assumes all risk of loss or damage to Subscriber's premises, and contents thereof, and agrees that CCS shall not be liable for loss and damage to property, or injury or death to persons, due directly or indirectly to any occurrence or consequences which the Monitoring Service is designed to reduce or avert.

CCS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT MONITORING SERVICES PERFORMED BY CCS WILL AVERT, DETER, OR PREVENT

ANY LOSS WHICH MONITORING MIGHT ALLEVIATE OR MITIGATE, NOR SHALL CCS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DEFECTS OR DEFICIENCIES IN THE SYSTEM ON THE PREMISES OF ANY SUBSCRIBER. FURTHER, CCS SHALL NOT INCUR ANY LIABILITY FOR ANY DELAY IN RESPONSE OR NON-RESPONSE OF POLICE, FIRE, OR OTHER AUTHORITIES, INSTITUTIONS, OR INDIVIDUALS THAT ARE TO BE NOTIFIED BY CCS UNDER THE TERMS OF THIS AGREEMENT.

15. Default by CCS. Installer agrees that, due to the nature of the Monitoring Services to be performed by CCS under this Agreement, it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from CCS's failure to perform any of its obligations hereunder. If CCS should be found liable for loss or damage to property, or injury or death to persons, due to a failure in any respect on the part of CCS, its agents, employees, subcontractors or equipment, CCS's total liability shall be limited to an amount equal to the greater of six (6) times the monthly charges billed Subscriber by CCS for Monitoring Services performed for Subscriber or Two Hundred Fifty and 00/100 U.S. Dollars (\$250.00), as liquidated damages and not as penalty, and this liability shall be exclusive.

16. Default by Subscriber. In the event Subscriber fails to timely make any payment due to CCS hereunder, and fails to cure said default within fifteen (15) days following receipt of written notice of said default, CCS may immediately terminate this Agreement. Further, CCS shall be entitled to recover any and all damages resulting from Subscriber's default, including but not limited to all reasonable attorney's fees and costs incurred by CCS as a result of the default.

17. Termination. Either party may terminate this Agreement without cause prior to expiration of the Term upon thirty (30) calendar days notice. The termination date shall be the thirty-first (31st) calendar day following the date of notice ("Termination Date"). If either party elects to terminate this Agreement pursuant to this Section, CCS shall be entitled to reasonable access to the System to disconnect all alarms from CCS's signal receiving equipment within thirty (30) calendar days following the Termination Date. CCS will not be obligated to release any interest in telephone lines held in the name of CCS, until all amounts due to CCS have been paid in full.

18. Attorney's Fees. In the event any action or proceeding is commenced by any party hereto which relates in any way to this Agreement, the prevailing party shall be entitled to recover the reasonable attorney's fees and costs incurred therein.

19. Binding Effect. This Agreement shall be binding upon the parties and their relatives, heirs, executors, attorneys, administrators, trustors, trustees, personal representatives, beneficiaries, predecessors and successors in interest, assigns, agents, servants, employees and insurers.

20. Full Integration; Amendment. This Agreement contains the entire understanding between the parties with regard to the matters set forth herein. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the parties which are

not fully expressed in this Agreement. Further, this Agreement may be amended only by a writing executed by all parties.

21. Recitals. The parties acknowledge that the Recitals to this Agreement are material to the Agreement and hereby incorporate same by reference.

22. Notice. Any notice to be given hereunder by either party shall be in writing, sent by Certified Mail, Return Receipt Requested or by confirmed overnight private courier (e.g. FEDERAL EXPRESS), addressed to such party at the address indicated below:

FOR CCS:
Central Coast Systems
312 Kings Street
Salinas, California 93905

FOR SUBSCRIBER:
South Monterey County
Joint Union High School District
800 Broadway
King City, CA 93930

23. Authority of Signatories. Each signatory to this Agreement expressly represents and warrants that he or she, as the case may be, has the full and express authorization to execute this Agreement and bind his or her principal to all terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Subscriber Alarm System Monitoring Agreement as of the day and year first above written.

| | |
|--|--|
| <p>CALIFORNIA CENTRAL COAST SYSTEMS, a California corporation doing business as Central Coast Systems</p> <p>By: _____ Vincent P. Matyas For Central Coast Systems</p> | <p>SUBSCRIBER: South Monterey County Joint Union High School District 800 Broadway King City, CA 93930</p> <p>By: _____ Signature _____ Print Name</p> |
|--|--|

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Agreement with Monterey Peninsula
USD for Services to Special Ed Student

MEETING: August 8, 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 contract with Monterey Peninsula Unified School District is for the 2021-2013 fiscal year to provide Special Education Services for moderate to severely disabled students. Currently we will have 1 student attending their program.

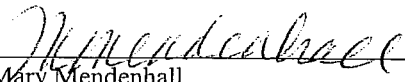
Recommendation:

The recommendation is being made to approve the contract with Monterey Peninsula Unified School District.

Fiscal Impact:


Estimated costs paid with Special Education Funds, \$150, 231.65

Submitted By:

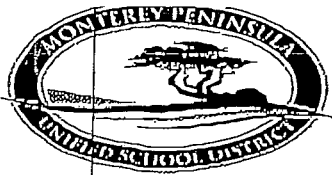


Mary Mendenhall
CBO

Approved:



Daniel R. Moirao, Ed.D.
State Administrator



August 1, 2012

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

Dear John:

The Monterey Peninsula Unified School District is providing school districts with updated costs for the Memorandum of Understanding for inter-district agreements for 2012-2013 school year in the following specialized programs: Autism Special Day Class (SDC), Emotional Disturbance (SDC), Moderate/Severe SDC, Preschool SDC, and Extended School Year (ESY).

The cost per school year for SDC placements were re-calculated based on the actual costs of our specialized programs following the new guidelines put forth by the SELPA finance committee, approved May 2012, in its attempt to have all District programs be in alignment when projecting program costs. It is important to note that the Moderate/Severe Program is a Regional Program therefore the District will follow the SELPA finance committee's formula when calculating costs. The costs for the Regional Moderate/Severe program are as follows:

| Program | 2011-2012 | 2012-2013 Using committee cost formula which includes projected revenue, ADA, all actual costs | 2012-2013 Original projected actual costs not including related services. |
|---------------------------------------|-------------|---|--|
| Moderate/Severe *REGIONAL Program* | \$32,763.85 | \$41,302.59 | \$36,912.07 (elementary) \$39,733.08 (secondary) |
| ESY (mod/Severe) | \$2,500 | \$4,424.96 | \$3,110.67 |
| Behavioral Tech (1:1) | \$54,507.67 | \$54,507.67 | \$54,507.67 |
| SPED II (1:1) | \$49,996.43 | \$49,996.43 | \$49,996.43 |

The Autism, Emotional Disturbance and Preschool SDC programs remain District operated programs. Each program was recalculated based on the SELPA finance committee formula and adjusted based on anticipated revenue including ADA. The District did not include the costs for related services providers. Related services will be added to the Individual Service Agreements based on the student's IEP. The costs for the District operated programs follows:

| Program | 2011-2012 | 2012-2013 Using committee cost formula which includes projected revenue, ADA, all actual costs | 2012-2013 Original projected actual costs not including related services. |
|-----------------|-------------|---|---|
| Autism | \$36,985.01 | \$45,167.85 | \$37,632.40 (elementary) \$39,150.81 (secondary) |
| Emotional Dist. | \$33,308.31 | \$51,752.53 | \$43,272.78 (elementary) \$46,720.84 (secondary) |
| Preschool | \$24,871.20 | \$33,407.57 | \$26,471.29 |
| ESY (ASD) | \$2,500 | \$2,264.02 | \$2,562.33 |
| ESY (ED) | \$2,500 | \$2,513.34 | \$2,356.87 |
| ESY (PreK) | \$2,500 | \$3,246.42 | \$1,533.32 |


| SERVICES | | | | |
|-------------|-----------------|-------------|-------------|-------------|
| | SLP | \$90.00/hr | \$3,046.51 | \$90.00/hr |
| | OT | \$90.00/hr | \$4,088.89 | \$90.00/hr |
| | PT | \$90.00/hr | \$8,492.31 | \$90.00/hr |
| | DHH | \$90.00/hr | \$5,994.52 | \$90.00/hr |
| | Counseling | \$90.00/hr | Included | \$90.00/hr |
| | Nurse | \$90.00/hr | Included | \$90.00/hr |
| | BCBA | \$125.00/hr | Included | \$125.00/hr |
| | APE | \$80.00/hr | Included | \$80.00/hr |
| | AT assessment | \$1,500.00 | Included | \$1,500.00 |
| | AT | \$100.00/hr | Included | \$100.00/hr |
| 1:1 Support | | | | |
| | Behavioral Tech | \$54,507.67 | \$54,507.67 | \$54,507.67 |
| | SPED II | \$49,996.43 | \$49,996.43 | \$49,996.43 |


We recognize that all school districts are dealing with significant fiscal issues; however, the increasing costs of providing specialized programs for students with unique educational needs has significantly increased the costs for MPUSD staff, benefits, and specialized services such as nursing and behavior support. With increased out-of-district referrals and placements, we have had to increase the number of classrooms to best accommodate the individualized needs of students who require more specialized programs. In order to continue to provide these highly qualified program, MPUSD has had to increase the MOUs with school districts to share in the overall programmatic costs.

The District's anticipated revenue and ADA has been estimated and factored into the overall cost of the programs. Based on your student(s) attendance, the District will apply ADA as a credit at the end of the fiscal year.

If you have any questions, please contact Student Support Services Director Katie Rivera at (831) 645-1207. We look forward to working with you in 2012-13.

Sincerely,


Marilyn K. Shepherd, Ed.D.
Superintendent


Leslie Codianne
Associate Superintendent, SSS

Cc: Chief Business Officer
Special Education Program Director



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

Agreement for Regional Operation of Special Education Programs

THIS AGREEMENT is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of the Individuals with Disabilities Education Act and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto. This Agreement is made by and between the **Monterey Peninsula Unified School District** hereinafter referred to as LEA of operation, and the **South Monterey County Unified School District** hereinafter referred to as the LEA/s of residence, participants in the Monterey County Special Education Local Plan Area, hereinafter referred to as SELPA.

The governing board of each participating LEA has approved this Agreement, and has authorized the execution of this Agreement by an authorized agent.

WHEREAS, each participating LEA's governing board has approved the *Monterey County Special Education Local Plan* and WHEREAS, this Agreement is written in furtherance of, and in accordance with said plan.

NOW THEREFORE, the aforesaid parties do hereby agree as follows:

1. Period Of Agreement

This Agreement is effective for the period beginning **July 1, 2012** and ending **June 30, 2013**. This Agreement may be renewed at the end of that period. This agreement may be amended by mutual consent of the parties.

2. Purpose Of Agreement

This Agreement governs the maintenance of a system for delivery of specified services to individuals with exceptional needs whose primary disability is Autism, Intellectual Disability, Emotional Disturbance, Traumatic Brain Injury, Orthopedic Impairment, Visual Impairment, Hard of Hearing, Speech and Language Impairment, Specific Learning Disability, Deaf/Blind, Deafness, Multiple Disabilities and Other Health Impairment and who reside within the SELPA, and in accordance with the requirements of Education Code Section 56300 et seq.

This Agreement establishes the vehicle for the education of individuals with the above exceptional needs who reside within the SELPA in programs and classes conducted by the LEA of operation without any additional attendance agreements.

This Agreement defines the duties and responsibilities of each district for all program activities as specified in Education Code Section 56200 et seq.



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

3. Definitions

For the purposes of this Agreement the following definitions shall apply:

- a. LEA of operation - the LEA within the SELPA conducting special education programs and classes for individuals with exceptional needs on behalf of all LEAs within the SELPA or on behalf of several LEAs within a geographical region within the SELPA.
- b. LEA of residence - the LEA where the pupils attending classes conducted by the LEA of operation reside.

4. Compliance Assurances

Each of the SELPA's participating LEAs, by signature to the SELPA local plan has already certified that the LEA will comply with the provisions of state and federal laws and regulations related to special education, participation in state program reviews, and participation in state-wide assessments. The provisions of any new laws that may become effective during the period of this Agreement which relate to special education program delivery shall be incorporated herein. In addition, the LEA of residence agrees to utilize the appropriate resources of regular education in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Section 3021 et seq., prior to referral for special education services as specified herein.

5. Individual Services Agreement

In addition to this agreement, the LEA of operation and the LEA of residence shall enter into an Individual Services Agreement (ISA) for each student served by the LEA of operation for the LEA of Residence. A separate ISA shall be required for the Extended School Year (ESY). The purpose of the ISA is to outline the specific services that shall be provided to the student and the projected cost for those services.

6. Responsibilities of the LEA of Operation

The **Monterey Peninsula Unified School District** as the LEA of operation, shall be responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in Part II, Chapter 8 of the *Monterey County SELPA Procedural Handbook*;
- b. Administrative support for the purposes of developing and implementing the regional program;
- c. Preparation of all required federal, state and local reports, and related accounting services;



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

- d. Provision of classrooms and other facilities as required to appropriately house the programs and classes;
 - e. Identifying which students intend to participate in ESY no later than April 30 and notifying the LEA of residence prior to May 10 regarding student intent to participate in ESY;
 - f. Initiating an ISA for each student to be served for both the regular school year and the extended school year and presenting the proposed ISA(s) to the district of residence for approval;
 - g. Providing for the coordination of investigation and response to compliance and due process complaints; and
 - h. Provision of food services to pupils attending regional programs conducted hereunder consistent with food services provided to all students within the LEA of operation.
7. Responsibilities Of The LEA Of Residence

The LEA of residence is responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in chapter 8 of the *Monterey County SELPA Procedural Handbook, Administrative Procedures*;
 - b. Arranging and providing for special transportation for those pupils with exceptional needs who are enrolled in classes conducted hereunder;
 - c. Signing and returning all ISAs for both the regular school year and ESY to the district of operation by the due date specified by the LEA of operation;
 - d. Cooperation and collaboration with the LEA of operation in investigating and responding to compliance and due process complaints; and
 - e. Retaining ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.
8. Suspensions And Expulsions

When a student is being considered for disciplinary action that may result in a change of placement (suspension in excess of 10 days or expulsion), the LEA of operation shall notify the LEA of residence immediately. The LEA of operation will complete the manifestation determination, review or revise a behavior plan, if appropriate, and schedule an IEP team meeting to review the manifestation determination and behavior



Monterey County Special Education Local Plan Area Regional Collaboration for Student Success

plan. Beginning on the 11th day of suspension, the LEA of residence will offer an alternative interim placement pending the outcome of any expulsion hearing. The LEA of residence will hold the expulsion hearing within 30 days. If the student is expelled, the LEA of residence must provide for the student's educational needs during the period of expulsion

In the case of an expulsion, the LEA of residence shall notify the LEA of operation when the student has served the terms of his or her expulsion. The two LEAs will collaboratively schedule a re-entry IEP team meeting prior to the student returning to school. A representative from the LEA of residence will be required to attend the re-entry IEP meeting.

9. Payment For Services

Regional Programs Operated by Monterey County Office of Education

Each participating LEA of residence shall be responsible for its portion of the excess cost of operating the regional program. Determination of excess cost and method of payment for students being placed in a Monterey County Office of Education special education program shall be determined as outlined in the *Memorandum of Agreement Regarding MCOE Provided Special Education Programs and Transportation*.

Regional Programs Operated by a District

Payment for placement of students enrolled in a regional program operated by a district within the SELPA shall be based upon the following:

Special Class

Excess cost shall be based upon the revenue specific to the class (including AB 602 allocation, Federal Local Assistance Entitlement allocation, ADA, other state or federal grants, and any one-time funds) minus the total expenses for operation of the class (including salaries; benefits; specialized materials and equipment; personnel development; travel and conference; mileage; and an indirect cost equal to that charged to LEAs by the Monterey County Office of Education for regional services, unless otherwise agreed to by both parties). A per pupil amount will then be determined by dividing the excess cost by the total average enrollment of special education students in the regional program for the year. Each district with students served in the regional program will be responsible for the per pupil rate multiplied by the number of its students placed in the class.

Related Services

The operating expense for each related service provider assigned to the regional class shall be calculated (including salaries, benefits, specialized materials and equipment,



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

personnel development, travel and conference, mileage). A per pupil amount is then determined by dividing the total expense by the total average of students served by the related service provider. Each district with students enrolled in the class and served by the provider will be responsible for the per pupil rate multiplied by the number of its students receiving the related service.

Individual Services

Each LEA of residence will be responsible for the full cost of services to an individual student, as outlined in the IEP. The decision to add a one-to-one instructional assistant to a student's IEP will only be made following the SELPA-approved process for determining need and with participation of a special education administrator/designee from the student's LEA of residence.

Using the three methods identified above, the LEA of operation will invoice each LEA of residence on a monthly, quarterly, or semi-annual basis. Two times per year, the amount per pupil will be adjusted to reflect student exits and entries, changes in services required by the IEP, and actual expenditures. Adjustments to the billback charge for any of these reasons shall be pro-rated based on a daily per student rate. Final adjustments required following the last regular invoice of the school year must be submitted prior to September 30 of the subsequent year. Backup for adjusted costs will include relevant IEP pages or entry and exit dates. The LEA of residence shall remit payment to the LEA of operation within 30 days.

10. Hold Harmless and Indemnification

In compliance with the provisions of Section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold the other party harmless from any and all liability, claims, loss, damages, judgments, penalties, costs, or expenses (including, without limitations, attorney's fees and court costs which are imposed upon or incurred by, or asserted against the Operating District) to persons or property arising out of, or resulting from, negligence acts or omissions of the indemnifying party.

11. Insurance

The LEA of operation shall maintain a program of liability, property damage, worker's compensation and auto insurance in amounts adequate to protect the LEAs of residence as their interests may appear.

12. Dispute Resolution

For disputes between the parties related to this Agreement, said dispute shall be resolved by using the following dispute resolution process, also provided in the *Monterey County SELPA Procedural Handbook*:



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

If an LEA disagrees with a decision or practice of another LEA or the SELPA Office, that LEA has a responsibility to discuss and attempt resolution of the disagreement with the party or parties directly involved. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the direct assistance of the SELPA Executive Director, or his/her designee. In the event the issue has not been resolved, either party may request review by the Superintendent's Executive Committee. If either party disagrees with the recommendation of the SELPA Executive Committee, either party may request that the issue be placed on the SELPA Governance Council agenda for a decision.

In the event the initiating or other affected agencies disagree with a decision of the Governing Council, the dispute will be resolved through the following alternative dispute resolution procedure.

1. The dissatisfied party shall issue a written request for formal dispute resolution as described herein. The written request shall include a description of the concerns to be addressed, with sufficient specificity as to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. The written request shall be submitted to the SELPA Executive Director.
2. Within 5 days of receipt of the request, the SELPA Executive Director will request that a mediator be appointed. Mediation shall be offered through a neutral individual or agency as determined appropriate by the Monterey County SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. Costs for mediation shall be assessed equally between all participating parties.
3. If the parties are unable to resolve their disagreement through mediation, the parties will request binding arbitration. Request for appointment of an arbitrator shall be made within 15 days following conclusion of the mediation process.

Arbitration shall be provided through neutral staff from American Arbitration Association (AAA) or another neutral agency as determined appropriate by the SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. The decision of the arbitrator shall be final and binding upon all parties. The arbitration costs shall be assessed equally between all participating parties.

13. Severability/Waiver

- a. If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Agreement.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any



Monterey County Special Education Local Plan Area
Regional Collaboration for Student Success

such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by an agent authorized by each party's governing board as set forth below.

Executed this 31 day of July, 2012

Monterey Peninsula Unified School District

South Monterey County Unified

LEA OF OPERATION

School District

LEA OF RESIDENCE

By:

By:

Dr. Marilyn Shepherd

Typed or Printed Name

Marilyn K Shepherd

Signature

Typed or Printed Name

Signature

Superintendent

Title

Superintendent

Title

7/31/12

Date

Date

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

SUBJECT: Approval of Goodfellow Occupational Therapy Agreement

MEETING: August 8, 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 contract with Goodfellow Occupational Therapy begins August 1, 2012 for the 2021-2013 fiscal year to provide occupational therapy for a maximum of 1 day per week.

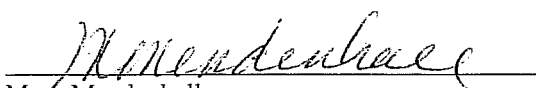
Recommendation:

The recommendation is being made to approve the contract with Goodfellow Occupational Therapy.


Fiscal Impact:

Not to exceed \$31,200 from Special Education Funds

Submitted By:


Mary Mendenhall
CBO

Approved:


Daniel R. Moirao, Ed.D.
State Administrator



Goodfellow Occupational Therapy

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This contract, entered into for the 2012/2013 School Year provides as follows:

General Information:

School District: South Monterey County High School District
Department: Special Education
Contact Person: Jo Quinn, Special Education Director
Contract Approved by: _____

Contractor: Goodfellow Occupational Therapy
Fresno Contact Person: John Goodfellow, MOT, OTR/L
CEO
Susanna Ortiz, MBA
Chief Operating Officer
Phone Numbers: (559) 228-9100 (559) 228-9100 x 218

Local Contact Person: Elisa Gensberg Shriver, Monterey Regional Director
Local Address: 326 Reservation Road, Suite B
Marina, CA 93933
Phone Number: (831) 717-4311

Billing Address: Goodfellow Occupational Therapy
2505 W. Shaw Ave., Building A
Fresno, CA 93711

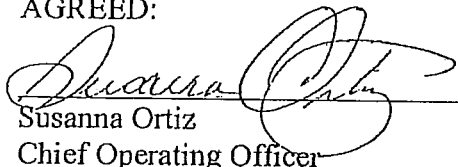
The Independent Contractor Services Agreement is made and entered into effective August 1, 2012 (the "Effective Date") and between South Monterey County High School District ("District") and Goodfellow Therapy ("Contractor").

- Contractor Services:** Contractor agrees to provide occupational therapists (OTR) to South Monterey County High School District. The parties anticipate that Contractor will provide these services for the 2012/2013 Academic School Year.
 - Contractor will provide occupational therapy for a maximum of 1 day per week, during the 2012/2013 School Year.
- Contractor Qualifications:** Contractor represents that it has in effect all licenses, permissions, and otherwise all legal qualifications to perform this agreement. Contractor will provide copy of professional licenses from the California Board of Occupational Therapy for John E. Goodfellow, MOT, OTR/L and employees who provide services within District.
- Term:** This Agreement will begin on August 1, 2012 and shall terminate on June 30, 2013. There shall be no extension of the term of the agreement without written consent of all parties.
- Payment:** District agrees to pay Contractor an hourly rate of \$100.00; with the estimated daily cost being \$800.00 per day per OTR. Checks will be made payable to Goodfellow Occupational Therapy. District agrees to pay Contractor within twenty-five (25) business days of receipt of detailed invoice.
 - Daily rate consists of Direct Time and Indirect Time of the OTR.
 - Direct Time: Individual Treatment, Group Treatment, Consultation, Assessment, Assessment Reports, Progress Reports, IEP Meetings.
 - Indirect Time: Travel, phone calls, set-up, treatment planning, and staff training.

- District will only be charged for days and hours worked (i.e. not charged for sick days, school holidays, and furlough days).

5. Duties of Contractor: Occupational Therapy Services as described in "Guidelines for Occupational Therapy in California Public Schools," which is published by the California Department of Education. This includes assessments, consultation, screens, direct treatment services to students, IEP reports, goals and objectives for the IEP, daily documentation, travel time, and staff in-services.
6. Location of Services: Occupational therapy services to take place at the school site of the student(s), unless specified otherwise in the IEP.
7. Credentials of Contractor: Occupational Therapist Registered (OTR) and Certified Occupational Therapy Assistants (COTA) are to be certified to practice occupational therapy by the National Board for the Certification of Occupational Therapists (NBCOT) and be licensed by the California Board of Occupational Therapy. Contractor and / or Employee with appropriate NBCOT Credentials and California OT Licensure are authorized to provide educational services as specified in the IEP.
8. Non-Compete Clause: South Monterey County High School District (SMCHSD) agrees that during the term of this Agreement and for one (1) year thereafter, it shall not, without the prior consent of Contractor, hire or attempt to hire as an employee or leased employee or engage as in independent contractor for any reason whatsoever any person who was an employee or lease employee of contractor assigned to SMCHSD.
9. Conflict of Interest: Contractor does not have, or anticipates having, any interest in real property, investments, business interest in or income from sources which would provide Contractor, with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
10. Independent Contractor Status: When engaged in carrying out the terms and conditions of the contract, Goodfellow Occupational Therapy represents themselves as an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District. Contractor shall assume full responsibility for payment on account of Goodfellow Occupational Therapy and all its employees of federal, state, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation and applicable income and employment tax laws. Nothing contained herein shall be construed as creating the relationship of employer/employee or principal/agent as between Goodfellow Occupational Therapy and South Monterey County High School District.

AGREED:


 Susanna Ortiz
 Chief Operating Officer

 Designated Representative
 South Monterey County High School District

7/31/12
 Date

 Print Name and Title of Representative

77-0583951
 EIN

 Date

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

SUBJECT: Monthly Cash Flow Report

MEETING: August 8, 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 July, the district is showing a negative ending cash balance for the 2011-12 year. A cash deferral waiver will need to be obtained for deferrals occurring later in this year.

Recommendation:

Information only.


Fiscal Impact:

Submitted By:



Mary Mendenhall, CBO

Approved:



Daniel R. Moirao Ed.D.
State Administrator

| ESTIMATES THROUGH THE MONTH OF | Object | Beginning Balances (Ref. Only) | July | August | September | October | November | December | January | February |
|------------------------------------|-----------|--------------------------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| BEGINNING CASH | | | 394,427.00 | 435,012.00 | 461,012.41 | 395,692.12 | 1,328,084.05 | 415,620.60 | 1,776,510.41 | 840,860.46 |
| RECEIPTS | | | | | | | | | | |
| Revenue Limit Sources | | | | | | | | | | |
| Principal Apportionment | 8010-8019 | | (87,423.00) | 486,424.00 | 486,424.00 | 486,424.00 | 0.00 | 0.00 | 319,024.00 | 21,268.00 |
| Property Taxes | 8020-8079 | | 0.00 | (26,324.00) | 42,484.00 | 5,267.00 | 21,519.00 | 2,491,464.00 | 54,107.00 | 101,578.00 |
| Miscellaneous Funds | 8080-8099 | | 1,649.00 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 |
| Federal Revenue | 8100-8299 | | 0.00 | | 27,860.00 | 0.00 | 138,218.40 | 11,817.30 | 7,960.00 | 283,547.40 |
| Other State Revenue | 8300-8599 | | 0.00 | 15,476.00 | 138,205.87 | 211,126.71 | 245,691.49 | 176,684.49 | 544,440.90 | 75,482.64 |
| Other Local Revenue | 8600-8799 | | 4,538.00 | 0.00 | 156,575.00 | 1,250.00 | 0.00 | 0.00 | 1,250.00 | 156,575.00 |
| Interfund Transfers In | 8910-8929 | | | | | 1,500,000.00 | | | | |
| All Other Financing Sources | 8930-8979 | | 89,797.00 | 0.00 | 0.00 | | | | | 0.00 |
| TOTAL RECEIPTS | | | 8,561.00 | 475,576.00 | 851,548.87 | 2,204,067.71 | 405,428.89 | 2,679,965.79 | 926,781.90 | 638,451.04 |
| DISBURSEMENTS | | | | | | | | | | |
| Certificated Salaries | 1000-1999 | | 105,759.00 | 619,740.94 | 619,740.94 | 619,740.94 | 688,601.04 | 68,860.10 | 1,239,481.88 | 619,740.94 |
| Classified Salaries | 2000-2999 | | 114,495.00 | 179,671.02 | 179,671.02 | 179,671.02 | 186,012.35 | 179,671.02 | 179,671.02 | 179,671.02 |
| Employee Benefits | 3000-3999 | | 95,444.00 | 279,173.27 | 279,173.27 | 294,682.89 | 279,173.27 | 279,173.27 | 279,173.27 | 279,173.27 |
| Books and Supplies | 4000-4999 | | 126,377.00 | 68,751.27 | 42,969.54 | 42,969.54 | 42,969.54 | 51,563.45 | 42,969.54 | 51,563.45 |
| Services | 5000-5999 | | 0.00 | 150,180.69 | 111,121.99 | 111,121.99 | 97,646.74 | 97,646.74 | 97,646.74 | 156,234.79 |
| Capital Outlay | 6000-6599 | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Outgo | 7000-7499 | | | 23,489.40 | 23,489.40 | 23,489.40 | 23,489.40 | 23,489.40 | 23,489.40 | 23,489.40 |
| Interfund Transfers Out | 7600-7629 | | | | | | | 618,672.00 | | |
| All Other Financing Uses | 7630-7699 | | (10,008.00) | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| TOTAL DISBURSEMENTS | | | 432,067.00 | 1,321,006.59 | 1,256,166.16 | 1,271,675.78 | 1,317,892.34 | 1,319,075.98 | 1,862,431.85 | 1,309,872.87 |
| BALANCE SHEET TRANSACTIONS | | | | | | | | | | |
| Cash Not In Treasury | 9111-9199 | 0.00 | | | | | | | | |
| Accounts Receivable | 9200-9299 | | 790,546.00 | 1,036,195.00 | 424,297.00 | | | | | |
| Due From Other Funds | 9310 | | | | | | | | | |
| Stores | 9320 | | | | | | | | | |
| Prepaid Expenditures | 9330 | | | | | | | | | |
| Other Current Assets | 9340 | | | | | | | | | |
| UBTOTAL ASSETS | | 0.00 | 790,546.00 | 1,036,195.00 | 424,297.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Liabilities | | | | | | | | | | |
| Accounts Payable | 9500-9599 | | 326,455.00 | 164,764.00 | 85,000.00 | | 0.00 | | | |
| Due To Other Funds | 9610 | | | | | | | | | |
| Current Loans | 9640 | | | | | | | | | |
| Deferred Revenues | 9650 | | | | | | | | | |
| UBTOTAL LIABILITIES | | 0.00 | 326,455.00 | 164,764.00 | 85,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Operating | | | | | | | | | | |
| Suspense Clearing | 9910 | | 0.00 | | | | | | | |
| TOTAL BALANCE SHEET TRANSACTIONS | | 0.00 | 464,091.00 | 871,431.00 | 339,297.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| NET INCREASE/DECREASE | | | | | | | | | | |
| (B - C + D) | | | 40,585.00 | 26,000.41 | (65,320.29) | 932,391.93 | (912,463.45) | 1,360,889.81 | (935,649.95) | (671,421.83) |
| ENDING CASH (A + E) | | | 435,012.00 | 461,012.41 | 395,692.12 | 1,328,084.05 | 415,620.60 | 1,776,510.41 | 840,860.46 | 169,438.63 |
| ENDING CASH, PLUS CASH ADJUSTMENTS | | | | | | | | | | |

| | Object | March | April | May | June | Accruals | Adjustments | TOTAL | BUDGET |
|--|-----------|--------------|--------------|--------------|--------------|--------------|-------------|---------------|--------|
| ESTIMATES THROUGH THE MONTH OF JUNE | | | | | | | | | |
| A. BEGINNING CASH | | 169,438.63 | 161,526.77 | 252,740.25 | 271,579.04 | | | | |
| B. RECEIPTS | | | | | | | | | |
| Revenue Limit Sources | | | | | | | | | |
| Principal Apportionment | 8010-8019 | 0.00 | 186,097.00 | 58,487.00 | 0.00 | 1,541,949.00 | | 3,498,674.00 | |
| Property Taxes | 8020-8079 | 93,846.00 | 1,547,156.00 | 10,541.00 | 86,616.00 | | | 4,428,254.00 | |
| Miscellaneous Funds | 8080-8099 | 0.00 | 0.00 | 0.00 | 0.00 | | | 1,649.00 | |
| Federal Revenue | 8100-8299 | 54,647.25 | 69,109.40 | 97,269.00 | 89,961.00 | 142,505.85 | | 922,895.60 | |
| Other State Revenue | 8300-8599 | 277,000.00 | 340,135.90 | 128,118.75 | 27,858.24 | 396,146.41 | | 2,576,367.40 | |
| Other Local Revenue | 8600-8799 | 0.00 | 100,000.00 | 157,825.00 | 22,000.00 | 57,825.00 | | 657,838.00 | |
| Interfund Transfers In | 8910-8929 | | | | | | | 1,500,000.00 | |
| All Other Financing Sources | 8930-8979 | 0.00 | 0.00 | | 0.00 | | | 89,797.00 | |
| TOTAL RECEIPTS | | 425,493.25 | 2,242,498.30 | 452,240.75 | 226,435.24 | 2,138,426.26 | 0.00 | 13,675,475.00 | 0.00 |
| C. DISBURSEMENTS | | | | | | | | | |
| Certificated Salaries | 1000-1999 | 688,604.04 | 619,740.94 | 688,601.04 | 172,150.26 | 68,860.10 | | 6,819,622.16 | |
| Classified Salaries | 2000-2999 | 186,012.50 | 179,671.02 | 186,012.35 | 137,395.49 | 23,251.55 | | 2,090,876.38 | |
| Employee Benefits | 3000-3999 | 294,682.89 | 279,173.27 | 294,682.89 | 124,077.01 | 15,509.63 | | 3,073,292.20 | |
| Books and Supplies | 4000-4999 | 42,969.54 | 51,563.45 | 42,969.54 | 42,969.54 | 257,817.29 | | 908,422.69 | |
| Services | 5000-5999 | 97,646.74 | 97,646.74 | 97,646.74 | 97,646.74 | 590,567.52 | | 1,802,754.16 | |
| Capital Outlay | 6000-6599 | 0.00 | 0.00 | | 0.00 | | | 0.00 | |
| Other Outgo | 7000-7499 | 23,489.40 | 23,489.40 | 23,489.40 | 23,489.40 | 133,106.60 | | 391,490.00 | |
| Interfund Transfers Out | 7600-7629 | 0.00 | | | 0.00 | | | 618,672.00 | |
| All Other Financing Uses | 7630-7699 | 0.00 | 0.00 | 0.00 | 618,672.00 | | | 608,664.00 | 0.00 |
| TOTAL DISBURSEMENTS | | 1,333,405.11 | 1,251,284.82 | 1,333,401.96 | 1,216,400.44 | 1,089,112.69 | 0.00 | 16,313,793.59 | 0.00 |
| D. BALANCE SHEET TRANSACTIONS | | | | | | | | | |
| Assets | | | | | | | | | |
| Cash Not In Treasury | 9111-9199 | | | | | | | 0.00 | |
| Accounts Receivable | 9200-9299 | 0.00 | 0.00 | 0.00 | | | | 2,251,038.00 | |
| Due From Other Funds | 9310 | | | | | | | 0.00 | |
| Stores | 9320 | 900,000.00 | | 900,000.00 | | | | 1,800,000.00 | |
| Prepaid Expenditures | 9330 | | | | | | | 0.00 | |
| Other Current Assets | 9340 | | | | | | | 0.00 | |
| SUBTOTAL ASSETS | | 900,000.00 | 0.00 | 900,000.00 | 0.00 | 0.00 | 0.00 | 4,051,038.00 | |
| Liabilities | | | | | | | | | |
| Accounts Payable | 9500-9599 | | | | | | | 576,219.00 | |
| Due To Other Funds | 9610 | | | | | | | 0.00 | |
| Current Loans | 9640 | | 900,000.00 | | | 900,000.00 | | 1,800,000.00 | |
| Deferred Revenues | 9650 | | | | | | | 0.00 | |
| SUBTOTAL LIABILITIES | | 0.00 | 900,000.00 | 0.00 | 0.00 | 900,000.00 | 0.00 | 2,376,219.00 | |
| Nonoperating | | | | | | | | | |
| Suspense Clearing | 9910 | | | | | | | 0.00 | |
| TOTAL BALANCE SHEET TRANSACTIONS | | 900,000.00 | (900,000.00) | 900,000.00 | 0.00 | (900,000.00) | 0.00 | 1,674,819.00 | |
| E. NET INCREASE/DECREASE (B - C + D) | | (7,911.86) | 91,213.48 | 18,838.79 | (989,965.20) | 149,313.57 | 0.00 | (963,499.59) | 0.00 |
| F. ENDING CASH (A + E) | | 161,526.77 | 252,740.25 | 271,579.04 | (718,386.16) | | | | |
| G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS | | | | | | | | (569,072.59) | |

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

SUBJECT: Monthly Board Report of Revenues and Expenditures

MEETING: August 8, 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:

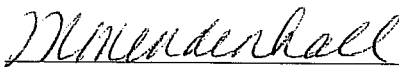
The Board Report of Revenues and Expenditures is provided monthly for the Board's information. The report includes the adopted budget, current working budget and actual activity to date for all funds of the district.

Recommendation:

Information Only


Fiscal Impact:

Submitted By:



Mary Mendenhall, CBO

Approved:



Daniel R. Moirao Ed.D.
State Administrator

Board Report

From 7/1/2012 thru 8/31/2012

General Fund

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|---|------------------------|------------------------|-----------------------|-----------------------|---------------|------------------------|---------------|
| | | | Current | Year To Date | | Balance | % |
| **** 8000 Totals | <u>\$15,805,069.00</u> | <u>\$15,803,989.00</u> | <u>(\$118,588.45)</u> | <u>(\$118,588.45)</u> | <u>\$0.00</u> | <u>\$15,922,577.45</u> | <u>100.75</u> |
| **** Total Income & Beginning Balance | \$18,058,042.95 | \$18,056,962.95 | \$275,839.35 | \$275,839.35 | \$0.00 | \$17,781,123.60 | 98.47 |
| 00 Teachers' Salaries | \$5,411,772.42 | \$5,411,772.42 | \$9,860.00 | \$9,860.00 | \$0.00 | \$5,401,912.42 | 99.82 |
| 10 Substitute Teachers | \$182,000.00 | \$182,000.00 | \$2,240.80 | \$2,240.80 | \$0.00 | \$179,759.20 | 98.77 |
| 30 Teachers Salaries - Hourly | \$91,540.00 | \$91,540.00 | \$8,176.64 | \$8,176.64 | \$0.00 | \$83,363.36 | 91.07 |
| 50 Teachers Salaries - Stipends | \$28,000.00 | \$28,000.00 | \$0.00 | \$0.00 | \$0.00 | \$28,000.00 | 100.00 |
| 00 Certificated Pupil Support Salaries | \$263,003.00 | \$263,003.00 | \$21,916.88 | \$21,916.88 | \$0.00 | \$241,086.12 | 91.67 |
| 00 Certificated Supervisors' and Administrators' Salaries | \$854,695.00 | \$854,695.00 | \$63,564.99 | \$63,564.99 | \$0.00 | \$791,130.01 | 92.56 |
| 00 Certificated Supervisors and Administrators Salaries- | \$4,500.00 | \$4,500.00 | \$0.00 | \$0.00 | \$0.00 | \$4,500.00 | 100.00 |
| 20 Other Certificated Salaries - Other | \$36,500.00 | \$36,500.00 | \$0.00 | \$0.00 | \$0.00 | \$36,500.00 | 100.00 |
| 30 Other Certificated Salaries - Hourly | \$2,000.00 | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 | 100.00 |
| 50 Other Certificated Salaries - Stipend | \$12,000.00 | \$12,000.00 | \$0.00 | \$0.00 | \$0.00 | \$12,000.00 | 100.00 |
| **** 1000 Totals | <u>\$6,886,010.42</u> | <u>\$6,886,010.42</u> | <u>\$105,759.31</u> | <u>\$105,759.31</u> | <u>\$0.00</u> | <u>\$6,780,251.11</u> | <u>98.46</u> |
| 00 Instructional Aides' Salaries | \$246,037.20 | \$246,037.20 | \$4,046.61 | \$4,046.61 | \$0.00 | \$241,990.59 | 98.36 |
| 00 Instructional Aides- Substitute | \$3,000.00 | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | \$3,000.00 | 100.00 |
| 00 Instructional Aides Salaries - Hourly | \$3,000.00 | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | \$3,000.00 | 100.00 |
| 00 Classified Support Salaries | \$761,819.52 | \$761,819.52 | \$40,820.44 | \$40,820.44 | \$0.00 | \$720,999.08 | 94.64 |
| 00 Substitute Classified Support Salaries | \$9,000.00 | \$9,000.00 | \$2,462.74 | \$2,462.74 | \$0.00 | \$6,537.26 | 72.64 |
| 00 Classified Support Salaries - Hourly | \$29,110.00 | \$29,110.00 | \$428.00 | \$428.00 | \$0.00 | \$28,682.00 | 98.53 |
| 00 Classified Support Salaries - Overtime | \$34,200.00 | \$34,200.00 | \$142.03 | \$142.03 | \$0.00 | \$34,057.97 | 99.58 |
| 00 Classified Supervisors' and Administrators' Salaries | \$489,339.00 | \$489,339.00 | \$40,631.74 | \$40,631.74 | \$0.00 | \$448,707.26 | 91.70 |
| 00 Clerical & Office Salaries | \$406,771.00 | \$406,771.00 | \$21,570.62 | \$21,570.62 | \$0.00 | \$385,200.38 | 94.70 |
| 00 Clerical and Office Salaries - Hourly | \$2,000.00 | \$2,000.00 | \$893.64 | \$893.64 | \$0.00 | \$1,106.36 | 55.32 |
| 00 Other Classified Salaries - Other | \$129,500.00 | \$129,500.00 | \$3,500.00 | \$3,500.00 | \$0.00 | \$126,000.00 | 97.30 |

Board Report

From 7/1/2012 thru 8/31/2012

8/1/2012 5:05:03PM

01 General Fund

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|--|-----------------------|-----------------------|---------------------|---------------------|---------------|-----------------------|--------------|
| | | | Current | Year To Date | | Balance | % |
| **** 2000 Totals | <u>\$2,113,776.72</u> | <u>\$2,113,776.72</u> | <u>\$114,495.82</u> | <u>\$114,495.82</u> | <u>\$0.00</u> | <u>\$1,999,280.90</u> | <u>94.58</u> |
| 00 State Teachers' Retirement Svstem. certificated | \$571,208.52 | \$571,208.52 | \$7,816.84 | \$7,816.84 | \$0.00 | \$563,391.68 | 98.63 |
| 160 STRS. certificated. stipend | \$2,769.00 | \$2,769.00 | \$0.00 | \$0.00 | \$0.00 | \$2,769.00 | 100.00 |
| 200 Public Emplvoeoes' Retirement Svstem. classified | \$238,275.00 | \$238,275.00 | \$11,982.87 | \$11,982.87 | \$0.00 | \$226,292.13 | 94.97 |
| 00 Social Security/Medicare/Alternative. certificated | \$99,768.85 | \$99,768.85 | \$1,521.21 | \$1,521.21 | \$0.00 | \$98,247.64 | 98.48 |
| 160 Soc Sec/Medicare/Alt Retire. certificated. stipend | \$476.00 | \$476.00 | \$0.00 | \$0.00 | \$0.00 | \$476.00 | 100.00 |
| 00 Social Security/Medicare/Alternative. classified | \$174,973.00 | \$174,973.00 | \$8,427.23 | \$8,427.23 | \$0.00 | \$166,545.77 | 95.18 |
| 00 Health & Welfare Benefits. certificated | \$867,438.75 | \$867,438.75 | \$8,582.94 | \$8,582.94 | \$0.00 | \$858,855.81 | 99.01 |
| 00 Health & Welfare Benefits. classified | \$531,522.00 | \$531,522.00 | \$24,240.59 | \$24,240.59 | \$0.00 | \$507,281.41 | 95.44 |
| 00 State Unemplovment Insurance. certificated | \$75,901.42 | \$75,901.42 | \$1,175.65 | \$1,175.65 | \$0.00 | \$74,725.77 | 98.45 |
| 160 SUI. certificated. stipend | \$248.00 | \$248.00 | \$0.00 | \$0.00 | \$0.00 | \$248.00 | 100.00 |
| 00 State Unemplovment Insurance. classified | \$27,750.00 | \$27,750.00 | \$1,211.77 | \$1,211.77 | \$0.00 | \$26,538.23 | 95.63 |
| 00 Worker's Compensation Insurance. certificated | \$146,874.67 | \$146,874.67 | \$2,614.77 | \$2,614.77 | \$0.00 | \$144,259.90 | 98.22 |
| 160 WC. certificated. stipend | \$803.00 | \$803.00 | \$0.00 | \$0.00 | \$0.00 | \$803.00 | 100.00 |
| 00 Worker's Compensation Insurance. classified | \$51,383.00 | \$51,383.00 | \$2,695.05 | \$2,695.05 | \$0.00 | \$48,687.95 | 94.75 |
| 00 Retiree Benefits. certificated | \$54,096.00 | \$54,096.00 | \$16,113.73 | \$16,113.73 | \$0.00 | \$37,982.27 | 70.21 |
| 00 Retiree Benefits. classified | \$69,504.00 | \$69,504.00 | \$7,412.24 | \$7,412.24 | \$0.00 | \$62,091.76 | 89.34 |
| 00 PERS Reduction. Classified | \$17,843.00 | \$17,843.00 | \$1,649.88 | \$1,649.88 | \$0.00 | \$16,193.12 | 90.75 |
| 00 Other Benefits. certificated | \$150,000.00 | \$150,000.00 | \$0.00 | \$0.00 | \$0.00 | \$150,000.00 | 100.00 |
| **** 3000 Totals | <u>\$3,080,834.21</u> | <u>\$3,080,834.21</u> | <u>\$95,444.77</u> | <u>\$95,444.77</u> | <u>\$0.00</u> | <u>\$2,985,389.44</u> | <u>96.90</u> |
| 00 Approved Textbooks and Core Curricula Materials | \$49,275.00 | \$147,816.00 | \$0.00 | \$0.00 | \$37,130.88 | \$110,685.12 | 74.88 |
| 00 Books and Reference Materials | \$9,855.63 | \$13,355.63 | \$0.00 | \$0.00 | \$3,078.94 | \$10,276.69 | 76.95 |

Board Report

From 7/1/2012 thru 8/31/2012

01 General Fund

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|---|---------------------|---------------------|--------------------|--------------------|---------------------|---------------------|--------------|
| | | | Current | Year To Date | | Balance | % |
| 00 Materials and Supplies | \$631,813.24 | \$639,789.24 | \$9,092.97 | \$9,092.97 | \$123,072.03 | \$507,624.24 | 79.34 |
| 10 Materials and Supplies - Gasoline/Fuel | \$98,577.00 | \$99,096.00 | \$191.92 | \$191.92 | \$94,808.08 | \$4,096.00 | 4.13 |
| 11 Materials and Supplies - Tires | \$12,000.00 | \$12,000.00 | \$0.00 | \$0.00 | \$5,000.00 | \$7,000.00 | 58.33 |
| 00 Noncapitalized Equipment | \$57,870.00 | \$58,870.00 | \$24,245.21 | \$24,245.21 | \$4,222.37 | \$30,402.42 | 51.64 |
| **** 4000 Totals | \$859,390.87 | \$970,926.87 | \$33,530.10 | \$33,530.10 | \$267,312.30 | \$670,084.47 | 69.01 |
| 00 Contracted Services | \$200,000.00 | \$200,000.00 | \$0.00 | \$0.00 | \$0.00 | \$200,000.00 | 100.00 |
| 0) Travel and Conferences | \$59,612.00 | \$55,612.00 | \$2,763.12 | \$2,763.12 | \$790.00 | \$52,058.88 | 93.61 |
| 0) Travel and Conference - Stipends | \$0.00 | \$0.00 | \$2,300.00 | \$2,300.00 | \$0.00 | (\$2,300.00) | 0.00 |
| 00 Dues and Memberships | \$24,313.00 | \$27,313.00 | \$0.00 | \$0.00 | \$2,436.00 | \$24,877.00 | 91.08 |
| 00 Insurance | \$11,000.00 | \$11,000.00 | \$0.00 | \$0.00 | \$0.00 | \$11,000.00 | 100.00 |
| 00 Other Insurance | \$120,000.00 | \$120,000.00 | \$0.00 | \$0.00 | \$0.00 | \$120,000.00 | 100.00 |
| 10 Gas | \$38,850.00 | \$38,850.00 | \$298.01 | \$298.01 | \$38,551.99 | \$0.00 | 0.00 |
| 20 Electricitv | \$273,800.00 | \$279,300.00 | \$11,007.11 | \$11,007.11 | \$268,292.89 | \$0.00 | 0.00 |
| 00 Water | \$11,750.00 | \$14,300.00 | \$162.57 | \$162.57 | \$14,137.43 | \$0.00 | 0.00 |
| 00 Sewer | \$19,512.00 | \$19,450.00 | \$0.00 | \$0.00 | \$19,265.96 | \$184.04 | 0.95 |
| 00 Garbage | \$64,500.00 | \$64,641.00 | \$1,970.04 | \$1,970.04 | \$62,670.44 | \$0.52 | 0.00 |
| 70 Pest Control | \$300.00 | \$100.00 | \$0.00 | \$0.00 | \$0.00 | \$100.00 | 100.00 |
| 0 Maintenance Agreements | \$18,575.00 | \$18,575.00 | \$0.00 | \$0.00 | \$0.00 | \$18,575.00 | 100.00 |
| 0 Repairs | \$85,750.00 | \$87,126.00 | \$9,685.00 | \$9,685.00 | \$15,250.00 | \$62,191.00 | 71.38 |
| 0 Leases and Rentals | \$48,100.00 | \$50,450.00 | \$0.00 | \$0.00 | \$4,350.00 | \$46,100.00 | 91.38 |
| 5 Direct Costs for Transfer of Services - Motor Pool | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| 0 Professional/Consulting Services and Operating Expe | \$861,022.85 | \$851,223.85 | \$36,714.78 | \$36,714.78 | \$136,415.69 | \$678,093.38 | 79.66 |
| 0 Prof. Services & Operating Expenses- Legal | \$30,000.00 | \$30,000.00 | \$0.00 | \$0.00 | \$0.00 | \$30,000.00 | 100.00 |
| 0 Prof. Services & Operating Expenses - Transportatio | \$800.00 | \$800.00 | \$0.00 | \$0.00 | \$0.00 | \$800.00 | 100.00 |

Board Report

From 7/1/2012 thru 8/31/2012

nd: 01 General Fund

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|--|-----------------|-----------------|--------------|--------------|--------------|-----------------|--------|
| | | | Current | Year To Date | | Balance | % |
| 80040 Prof. Services & Operating Expenses - Advertising | \$1,160.00 | \$2,059.00 | \$1.00 | \$1.00 | \$899.00 | \$1,159.00 | 56.29 |
| 80050 Prof Services & Operating Expenses-Software Licens | \$36,500.00 | \$36,500.00 | \$14,453.20 | \$14,453.20 | \$1,200.00 | \$20,846.80 | 57.11 |
| 80060 Prof Services and Operating Expenses - Fingerprint/ | \$2,000.00 | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 | 100.00 |
| 90010 Communications - Telephone | \$3,300.00 | \$5,780.00 | \$491.79 | \$491.79 | \$5,288.21 | \$0.00 | 0.00 |
| 90030 Communications - Postage | \$30,010.00 | \$30,010.00 | \$12,125.43 | \$12,125.43 | \$16,974.57 | \$910.00 | 3.03 |
| 90040 Communications - Cellular Phones | \$12,080.00 | \$11,170.00 | \$875.20 | \$875.20 | \$1,184.80 | \$9,110.00 | 81.56 |
| **** 5000 Totals | \$1,952,934.85 | \$1,956,259.85 | \$92,847.25 | \$92,847.25 | \$587,706.98 | \$1,275,705.62 | 65.21 |
| **** 1000 - 5000 | \$14,892,947.07 | \$15,007,808.07 | \$442,077.25 | \$442,077.25 | \$855,019.28 | \$13,710,711.54 | 91.36 |
| 13 State Special Schools | \$13,930.00 | \$13,930.00 | \$0.00 | \$0.00 | \$0.00 | \$13,930.00 | 100.00 |
| 14200 Other Tuition, Excess Costs, and/or Deficits Payment | \$350,000.00 | \$350,000.00 | \$0.00 | \$0.00 | \$0.00 | \$350,000.00 | 100.00 |
| 28200 All Other Transfers to County Offices | \$27,560.00 | \$27,560.00 | \$0.00 | \$0.00 | \$0.00 | \$27,560.00 | 100.00 |
| 31000 Transfers of Indirect Costs | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| 43800 Debt Service Interest | \$717,344.00 | \$717,344.00 | \$0.00 | \$0.00 | \$0.00 | \$717,344.00 | 100.00 |
| 43900 Other Debt Service Payments | \$520,000.00 | \$520,000.00 | \$0.00 | \$0.00 | \$0.00 | \$520,000.00 | 100.00 |
| **** 7000 Totals | \$1,628,834.00 | \$1,628,834.00 | \$0.00 | \$0.00 | \$0.00 | \$1,628,834.00 | 100.00 |
| **** 1000 - 7000 | \$16,521,781.07 | \$16,636,642.07 | \$442,077.25 | \$442,077.25 | \$855,019.28 | \$15,339,545.54 | 92.20 |

Board Report

From 7/1/2012 thru 8/31/2012

8/1/2012 5:05:03PM

1 General Fund

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|--------------------------------------|-----------------|-----------------|----------------|----------------|----------------|-----------------|--------|
| | | | Current | Year To Date | | Balance | % |
| Total: Beginning Balance | \$2,252,973.95 | \$2,252,973.95 | \$394,427.80 | \$394,427.80 | \$0.00 | \$1,858,546.15 | 82.49 |
| Total: Income Current Year | \$15,805,069.00 | \$15,803,989.00 | (\$118,588.45) | (\$118,588.45) | \$0.00 | \$15,922,577.45 | 100.75 |
| Total: 1000 - 5000 | \$14,892,947.07 | \$15,007,808.07 | \$442,077.25 | \$442,077.25 | \$855,019.28 | \$13,710,711.54 | 91.36 |
| Total: 1000 - 6000 | \$14,892,947.07 | \$15,007,808.07 | \$442,077.25 | \$442,077.25 | \$855,019.28 | \$13,710,711.54 | 91.36 |
| Total: 1000 - 7000 | \$16,521,781.07 | \$16,636,642.07 | \$442,077.25 | \$442,077.25 | \$855,019.28 | \$15,339,545.54 | 92.20 |
| 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) | \$1,536,261.88 | \$1,420,320.88 | (\$166,237.90) | (\$166,237.90) | (\$855,019.28) | \$2,441,578.06 | 171.90 |
| <hr/> | | | | | | | |
| Total Income & Beginning Balance | \$18,058,042.95 | \$18,056,962.95 | \$275,839.35 | \$275,839.35 | \$0.00 | \$17,781,123.60 | 98.47 |
| Total Expenditures & Ending Balance | \$18,058,042.95 | \$18,056,962.95 | \$275,839.35 | \$275,839.35 | \$0.00 | \$17,781,123.60 | 98.47 |

Board Report

From 7/1/2012 thru 8/31/2012

8/1/2012 5:05:03PM

id: 09 Charter Schools Fund

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|---|---------------------|---------------------|---------------------|---------------------|---------------|---------------------|--------------|
| | | | Current | Year To Date | | Balance | % |
| **** Total Adjusted Beginning Balance | <u>\$383,086.51</u> | <u>\$734,805.14</u> | <u>\$351,718.63</u> | <u>\$351,718.63</u> | <u>\$0.00</u> | <u>\$383,086.51</u> | <u>52.13</u> |
| | \$383,086.51 | \$734,805.14 | \$351,718.63 | \$351,718.63 | \$0.00 | \$383,086.51 | 52.13 |
| 0000 Clerical & Office Salaries | \$0.00 | \$0.00 | \$770.00 | \$770.00 | \$0.00 | (\$770.00) | 0.00 |
| **** 2000 Totals | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$770.00</u> | <u>\$770.00</u> | <u>\$0.00</u> | <u>(\$770.00)</u> | <u>0.00</u> |
| 0200 Public Employees' Retirement Svstem. classified | \$0.00 | \$0.00 | \$87.91 | \$87.91 | \$0.00 | (\$87.91) | 0.00 |
| 0200 Social Security/Medicare/Alternative. classified | \$0.00 | \$0.00 | \$58.91 | \$58.91 | \$0.00 | (\$58.91) | 0.00 |
| 0300 State Unemployment Insurance. classified | \$0.00 | \$0.00 | \$8.47 | \$8.47 | \$0.00 | (\$8.47) | 0.00 |
| 0200 Worker's Compensation Insurance. classified | \$0.00 | \$0.00 | \$18.84 | \$18.84 | \$0.00 | (\$18.84) | 0.00 |
| **** 3000 Totals | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$174.13</u> | <u>\$174.13</u> | <u>\$0.00</u> | <u>(\$174.13)</u> | <u>0.00</u> |
| **** 1000 - 5000 | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$944.13</u> | <u>\$944.13</u> | <u>\$0.00</u> | <u>(\$944.13)</u> | <u>0.00</u> |

Board Report

From 7/1/2012 thru 8/31/2012

09 Charter Schools Fund

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|--------------------------------------|--------------|--------------|--------------|--------------|------------|--------------|-------|
| | | | Current | Year To Date | | Balance | % |
| Total: Beginning Balance | \$383,086.51 | \$734,805.14 | \$351,718.63 | \$351,718.63 | \$0.00 | \$383,086.51 | 52.13 |
| Total: Income Current Year | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| Total: 1000 - 5000 | \$0.00 | \$0.00 | \$944.13 | \$944.13 | \$0.00 | (\$944.13) | 0.00 |
| Total: 1000 - 6000 | \$0.00 | \$0.00 | \$944.13 | \$944.13 | \$0.00 | (\$944.13) | 0.00 |
| Total: 1000 - 7000 | \$0.00 | \$0.00 | \$944.13 | \$944.13 | \$0.00 | (\$944.13) | 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) | \$383,086.51 | \$734,805.14 | \$350,774.50 | \$350,774.50 | \$0.00 | \$384,030.64 | 52.26 |
| | | | | | | | |
| Total Income & Beginning Balance | \$383,086.51 | \$734,805.14 | \$351,718.63 | \$351,718.63 | \$0.00 | \$383,086.51 | 52.13 |
| Total Expenditures & Ending Balance | \$383,086.51 | \$734,805.14 | \$351,718.63 | \$351,718.63 | \$0.00 | \$383,086.51 | 52.13 |

Board Report

From 7/1/2012 thru 8/31/2012

8/1/2012 5:05:03PM

d: 13 Cafeteria Fund

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|---|---------------------|---------------------|---------------------|---------------------|---------------|---------------------|---------------|
| | | | Current | Year To Date | | Balance | % |
| **** Total Adjusted Beginning Balance | <u>\$0.00</u> | <u>(\$5,160.04)</u> | <u>(\$5,160.04)</u> | <u>(\$5,160.04)</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>0.00</u> |
| 2200 Child Nutrition Programs | \$332,000.00 | \$332,000.00 | \$0.00 | \$0.00 | \$0.00 | \$332,000.00 | 100.00 |
| 2200 Child Nutrition | \$25,000.00 | \$25,000.00 | \$0.00 | \$0.00 | \$0.00 | \$25,000.00 | 100.00 |
| 2340 Food Services Sales | \$65,000.00 | \$65,000.00 | \$0.00 | \$0.00 | \$0.00 | \$65,000.00 | 100.00 |
| **** 8000 Totals | <u>\$422,000.00</u> | <u>\$422,000.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$422,000.00</u> | <u>100.00</u> |
| **** Total Income & Beginning Balance | <u>\$422,000.00</u> | <u>\$416,839.96</u> | <u>(\$5,160.04)</u> | <u>(\$5,160.04)</u> | <u>\$0.00</u> | <u>\$422,000.00</u> | <u>101.24</u> |
| 05 - Classified Support Salaries | \$75,000.00 | \$75,000.00 | \$0.00 | \$0.00 | \$0.00 | \$75,000.00 | 100.00 |
| 05 - Classified Supervisors' and Administrators' Salaries | \$45,886.00 | \$45,886.00 | \$3,804.57 | \$3,804.57 | \$0.00 | \$42,081.43 | 91.71 |
| **** 2000 Totals | <u>\$120,886.00</u> | <u>\$120,886.00</u> | <u>\$3,804.57</u> | <u>\$3,804.57</u> | <u>\$0.00</u> | <u>\$117,081.43</u> | <u>96.85</u> |
| 0200 Public Employees' Retirement Svstem. classified | \$7,150.00 | \$7,150.00 | \$434.37 | \$434.37 | \$0.00 | \$6,715.63 | 93.92 |
| 0200 Social Security/Medicare/Alternative. classified | \$9,300.00 | \$9,300.00 | \$291.05 | \$291.05 | \$0.00 | \$9,008.95 | 96.87 |
| 0200 Health & Welfare Benefits. classified | \$9,100.00 | \$9,100.00 | \$55.94 | \$55.94 | \$0.00 | \$9,044.06 | 99.39 |
| 0200 State Unemployment Insurance. classified | \$1,950.00 | \$1,950.00 | \$41.85 | \$41.85 | \$0.00 | \$1,908.15 | 97.85 |
| 0200 Worker's Compensation Insurance. classified | \$2,950.00 | \$2,950.00 | \$93.08 | \$93.08 | \$0.00 | \$2,856.92 | 96.84 |
| **** 3000 Totals | <u>\$30,450.00</u> | <u>\$30,450.00</u> | <u>\$916.29</u> | <u>\$916.29</u> | <u>\$0.00</u> | <u>\$29,533.71</u> | <u>96.99</u> |
| 4000 Materials and Supplies | \$2,700.00 | \$2,700.00 | \$0.00 | \$0.00 | \$0.00 | \$2,700.00 | 100.00 |
| 4000 Food | \$261,764.00 | \$261,764.00 | \$0.00 | \$0.00 | \$0.00 | \$261,764.00 | 100.00 |
| **** 4000 Totals | <u>\$264,464.00</u> | <u>\$264,464.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$264,464.00</u> | <u>100.00</u> |
| 0000 Travel and Conferences | \$1,200.00 | \$1,200.00 | \$0.00 | \$0.00 | \$0.00 | \$1,200.00 | 100.00 |
| 0000 Rentals. Leases and Repairs | \$500.00 | \$500.00 | \$0.00 | \$0.00 | \$0.00 | \$500.00 | 100.00 |

Board Report

From 7/1/2012 thru 8/31/2012

3 Cafeteria Fund

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|--|---------------------|---------------------|-------------------|-------------------|-------------------|---------------------|--------------|
| | | | Current | Year To Date | | Balance | % |
| 5000 Professional/Consulting Services and Operating Expe | \$4,500.00 | \$4,500.00 | \$0.00 | \$0.00 | \$2,180.33 | \$2,319.67 | 51.55 |
| **** 5000 Totals | <u>\$6,200.00</u> | <u>\$6,200.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$2,180.33</u> | <u>\$4,019.67</u> | <u>64.83</u> |
| **** 1000 - 5000 | <u>\$422,000.00</u> | <u>\$422,000.00</u> | <u>\$4,720.86</u> | <u>\$4,720.86</u> | <u>\$2,180.33</u> | <u>\$415,098.81</u> | <u>98.36</u> |

Board Report

From 7/1/2012 thru 8/31/2012

8/1/2012 5:05:03PM

nd: 13 Cafeteria Fund

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|--|--------------|--------------|--------------|--------------|--------------|--------------|----------|
| | | | Current | Year To Date | | Balance | % |
| Total: Beginning Balance | \$0.00 | (\$5,160.04) | (\$5,160.04) | (\$5,160.04) | \$0.00 | \$0.00 | 0.00 |
| Total: Income Current Year | \$422,000.00 | \$422,000.00 | \$0.00 | \$0.00 | \$0.00 | \$422,000.00 | 100.00 |
| Total: 1000 - 5000 | \$422,000.00 | \$422,000.00 | \$4,720.86 | \$4,720.86 | \$2,180.33 | \$415,098.81 | 98.36 |
| Total: 1000 - 6000 | \$422,000.00 | \$422,000.00 | \$4,720.86 | \$4,720.86 | \$2,180.33 | \$415,098.81 | 98.36 |
| Total: 1000 - 7000 | \$422,000.00 | \$422,000.00 | \$4,720.86 | \$4,720.86 | \$2,180.33 | \$415,098.81 | 98.36 |
| 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) | \$0.00 | (\$5,160.04) | (\$9,880.90) | (\$9,880.90) | (\$2,180.33) | \$6,901.19 | (133.74) |
| | | | | | | | |
| - 67 - Total Income & Beginning Balance | \$422,000.00 | \$416,839.96 | (\$5,160.04) | (\$5,160.04) | \$0.00 | \$422,000.00 | 101.24 |
| Total Expenditures & Ending Balance | \$422,000.00 | \$416,839.96 | (\$5,160.04) | (\$5,160.04) | \$0.00 | \$422,000.00 | 101.24 |

Board Report

From 7/1/2012 thru 8/31/2012

Deferred Maintenance Fund

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|--|----------|-------------|------------|--------------|-------------|--------------|-------|
| | | | Current | Year To Date | | Balance | % |
| **** Total Adjusted Beginning Balance | \$562.67 | \$3,249.87 | \$2,687.20 | \$2,687.20 | \$0.00 | \$562.67 | 17.32 |
| | \$562.67 | \$3,249.87 | \$2,687.20 | \$2,687.20 | \$0.00 | \$562.67 | 17.31 |
| 0 Repairs | \$0.00 | \$35,000.00 | \$0.00 | \$0.00 | \$35,000.00 | \$0.00 | 0.00 |
| **** 5000 Totals | \$0.00 | \$35,000.00 | \$0.00 | \$0.00 | \$35,000.00 | \$0.00 | 0.00 |
| **** 1000 - 5000 | \$0.00 | \$35,000.00 | \$0.00 | \$0.00 | \$35,000.00 | \$0.00 | 0.00 |

Board Report

From 7/1/2012 thru 8/31/2012

: 14 Deferred Maintenance Fund

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|--------------------------------------|----------|---------------|------------|--------------|---------------|--------------|--------|
| | | | Current | Year To Date | | Balance | % |
| Total: Beginning Balance | \$562.67 | \$3,249.87 | \$2,687.20 | \$2,687.20 | \$0.00 | \$562.67 | 17.31 |
| Total: Income Current Year | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| Total: 1000 - 5000 | \$0.00 | \$35,000.00 | \$0.00 | \$0.00 | \$35,000.00 | \$0.00 | 0.00 |
| Total: 1000 - 6000 | \$0.00 | \$35,000.00 | \$0.00 | \$0.00 | \$35,000.00 | \$0.00 | 0.00 |
| Total: 1000 - 7000 | \$0.00 | \$35,000.00 | \$0.00 | \$0.00 | \$35,000.00 | \$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) | \$562.67 | (\$31,750.13) | \$2,687.20 | \$2,687.20 | (\$35,000.00) | \$562.67 | (1.77) |
| <hr/> | | | | | | | |
| Total Income & Beginning Balance | \$562.67 | \$3,249.87 | \$2,687.20 | \$2,687.20 | \$0.00 | \$562.67 | 17.31 |
| Total Expenditures & Ending Balance | \$562.67 | \$3,249.87 | \$2,687.20 | \$2,687.20 | \$0.00 | \$562.67 | 17.31 |

69 -

Board Report

From 7/1/2012 thru 8/31/2012

17 Special Reserve Fund for Other than

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|---|-----------------------|------------------------|-----------------------|-----------------------|------------|-----------------------|---------------|
| | | | Current | Year To Date | | Balance | % |
| **** Total Adjusted Beginning Balance | <u>\$7,759,205.38</u> | <u>\$10,262,570.38</u> | <u>\$2,503,365.00</u> | <u>\$2,503,365.00</u> | \$0.00 | <u>\$7,759,205.38</u> | <u>75.61</u> |
| | \$7,759,205.38 | \$10,262,570.38 | \$2,503,365.00 | \$2,503,365.00 | \$0.00 | \$7,759,205.38 | 75.61 |
| 200 Between General Fund and Special Reserve Fund | \$1,500,000.00 | \$1,500,000.00 | \$0.00 | \$0.00 | \$0.00 | \$1,500,000.00 | 100.00 |
| **** 7000 Totals | <u>\$1,500,000.00</u> | <u>\$1,500,000.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | \$0.00 | <u>\$1,500,000.00</u> | <u>100.00</u> |
| **** 1000 - 7000 | <u>\$1,500,000.00</u> | <u>\$1,500,000.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | \$0.00 | <u>\$1,500,000.00</u> | <u>100.00</u> |

Board Report

From 7/1/2012 thru 8/31/2012

Special Reserve Fund for Other than

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|--------------------------------------|----------------|-----------------|----------------|----------------|------------|----------------|--------|
| | | | Current | Year To Date | | Balance | % |
| Total: Beginning Balance | \$7,759,205.38 | \$10,262,570.38 | \$2,503,365.00 | \$2,503,365.00 | \$0.00 | \$7,759,205.38 | 75.61 |
| Total: Income Current Year | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| 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 | \$1,500,000.00 | \$1,500,000.00 | \$0.00 | \$0.00 | \$0.00 | \$1,500,000.00 | 100.00 |
| 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) | \$6,259,205.38 | \$8,762,570.38 | \$2,503,365.00 | \$2,503,365.00 | \$0.00 | \$6,259,205.38 | 71.43 |
| | | | | | | | |
| Total Income & Beginning Balance | \$7,759,205.38 | \$10,262,570.38 | \$2,503,365.00 | \$2,503,365.00 | \$0.00 | \$7,759,205.38 | 75.61 |
| Total Expenditures & Ending Balance | \$7,759,205.38 | \$10,262,570.38 | \$2,503,365.00 | \$2,503,365.00 | \$0.00 | \$7,759,205.38 | 75.61 |

Board Report

From 7/1/2012 thru 8/31/2012

id: 25 Capital Facilities Fund

| | Approved | Working | Expended Current | Expended Year To Date | Encumbered | Unencumbered Balance | % |
|--|---------------------|---------------------|---------------------|--------------------------|---------------|-------------------------|---------------|
| **** Total Adjusted Beginning Balance | <u>\$407,847.12</u> | <u>\$868,376.24</u> | <u>\$460,529.12</u> | <u>\$460,529.12</u> | <u>\$0.00</u> | <u>\$407,847.12</u> | <u>46.97</u> |
| 8100 Mitigation/Developer Fees | \$5,000.00 | \$5,000.00 | \$0.00 | \$0.00 | \$0.00 | \$5,000.00 | 100.00 |
| 9900 All Other Local Revenues | \$2,000.00 | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 | 100.00 |
| **** 8000 Totals | <u>\$7,000.00</u> | <u>\$7,000.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$7,000.00</u> | <u>100.00</u> |
| **** Total Income & Beginning Balance | <u>\$414,847.12</u> | <u>\$875,376.24</u> | <u>\$460,529.12</u> | <u>\$460,529.12</u> | <u>\$0.00</u> | <u>\$414,847.12</u> | <u>47.39</u> |
| 3800 Debt Service Interest | \$23,694.00 | \$23,694.00 | \$0.00 | \$0.00 | \$0.00 | \$23,694.00 | 100.00 |
| 3900 Other Debt Service Payments | \$80,979.00 | \$80,979.00 | \$0.00 | \$0.00 | \$0.00 | \$80,979.00 | 100.00 |
| **** 7000 Totals | <u>\$104,673.00</u> | <u>\$104,673.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$104,673.00</u> | <u>100.00</u> |
| **** 1000 - 7000 | <u>\$104,673.00</u> | <u>\$104,673.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$104,673.00</u> | <u>100.00</u> |

Board Report

From 7/1/2012 thru 8/31/2012

Capital Facilities Fund

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|--------------------------------------|--------------|--------------|--------------|--------------|------------|--------------|--------|
| | | | Current | Year To Date | | Balance | % |
| Total: Beginning Balance | \$407,847.12 | \$868,376.24 | \$460,529.12 | \$460,529.12 | \$0.00 | \$407,847.12 | 46.97 |
| Total: Income Current Year | \$7,000.00 | \$7,000.00 | \$0.00 | \$0.00 | \$0.00 | \$7,000.00 | 100.00 |
| 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 | \$104,673.00 | \$104,673.00 | \$0.00 | \$0.00 | \$0.00 | \$104,673.00 | 100.00 |
| 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) | \$310,174.12 | \$770,703.24 | \$460,529.12 | \$460,529.12 | \$0.00 | \$310,174.12 | 40.25 |
| Total Income & Beginning Balance | \$414,847.12 | \$875,376.24 | \$460,529.12 | \$460,529.12 | \$0.00 | \$414,847.12 | 47.39 |
| Total Expenditures & Ending Balance | \$414,847.12 | \$875,376.24 | \$460,529.12 | \$460,529.12 | \$0.00 | \$414,847.12 | 47.39 |

Board Report

From 7/1/2012 thru 8/31/2012

35 School Facility Program (Regular)

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|--|-----------------------|-----------------------|-----------------------|-----------------------|--------------------|-----------------------|---------------|
| | | | Current | Year To Date | | Balance | % |
| **** Total Adjusted Beginning Balance | <u>\$2,699,961.51</u> | <u>\$4,561,289.98</u> | <u>\$1,861,328.47</u> | <u>\$1,861,328.47</u> | <u>\$0.00</u> | <u>\$2,699,961.51</u> | <u>59.19</u> |
| 00 Interest | \$7,000.00 | \$7,000.00 | \$0.00 | \$0.00 | \$0.00 | \$7,000.00 | 100.00 |
| **** 8000 Totals | <u>\$7,000.00</u> | <u>\$7,000.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$7,000.00</u> | <u>100.00</u> |
| **** Total Income & Beginning Balance | <u>\$2,706,961.51</u> | <u>\$4,568,289.98</u> | <u>\$1,861,328.47</u> | <u>\$1,861,328.47</u> | <u>\$0.00</u> | <u>\$2,706,961.51</u> | <u>59.26</u> |
| 00 Professional/Consulting Services and Operating Expe | \$50,000.00 | \$50,000.00 | \$2,550.00 | \$2,550.00 | \$12,650.00 | \$34,800.00 | 69.60 |
| **** 5000 Totals | <u>\$50,000.00</u> | <u>\$50,000.00</u> | <u>\$2,550.00</u> | <u>\$2,550.00</u> | <u>\$12,650.00</u> | <u>\$34,800.00</u> | <u>69.60</u> |
| **** 1000 - 5000 | <u>\$50,000.00</u> | <u>\$50,000.00</u> | <u>\$2,550.00</u> | <u>\$2,550.00</u> | <u>\$12,650.00</u> | <u>\$34,800.00</u> | <u>69.60</u> |
| 00 Buildings and Improvement of Buildings | \$2,607,967.00 | \$2,607,967.00 | \$10,700.00 | \$10,700.00 | \$42,800.00 | \$2,554,467.00 | 97.95 |
| **** 6000 Totals | <u>\$2,607,967.00</u> | <u>\$2,607,967.00</u> | <u>\$10,700.00</u> | <u>\$10,700.00</u> | <u>\$42,800.00</u> | <u>\$2,554,467.00</u> | <u>97.95</u> |
| **** 1000 - 6000 | <u>\$2,657,967.00</u> | <u>\$2,657,967.00</u> | <u>\$13,250.00</u> | <u>\$13,250.00</u> | <u>\$55,450.00</u> | <u>\$2,589,267.00</u> | <u>97.42</u> |

-74-

Board Report

From 7/1/2012 thru 8/31/2012

5 School Facility Program (Regular)

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|--------------------------------------|----------------|----------------|----------------|----------------|---------------|----------------|--------|
| | | | Current | Year To Date | | Balance | % |
| Total: Beginning Balance | \$2,699,961.51 | \$4,561,289.98 | \$1,861,328.47 | \$1,861,328.47 | \$0.00 | \$2,699,961.51 | 59.19 |
| Total: Income Current Year | \$7,000.00 | \$7,000.00 | \$0.00 | \$0.00 | \$0.00 | \$7,000.00 | 100.00 |
| Total: 1000 - 5000 | \$50,000.00 | \$50,000.00 | \$2,550.00 | \$2,550.00 | \$12,650.00 | \$34,800.00 | 69.60 |
| Total: 1000 - 6000 | \$2,657,967.00 | \$2,657,967.00 | \$13,250.00 | \$13,250.00 | \$55,450.00 | \$2,589,267.00 | 97.42 |
| Total: 1000 - 7000 | \$2,657,967.00 | \$2,657,967.00 | \$13,250.00 | \$13,250.00 | \$55,450.00 | \$2,589,267.00 | 97.42 |
| 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) | \$48,994.51 | \$1,910,322.98 | \$1,848,078.47 | \$1,848,078.47 | (\$55,450.00) | \$117,694.51 | 6.16 |
| Total Income & Beginning Balance | \$2,706,961.51 | \$4,568,289.98 | \$1,861,328.47 | \$1,861,328.47 | \$0.00 | \$2,706,961.51 | 59.26 |
| Total Expenditures & Ending Balance | \$2,706,961.51 | \$4,568,289.98 | \$1,861,328.47 | \$1,861,328.47 | \$0.00 | \$2,706,961.51 | 59.26 |

Board Report

From 7/1/2012 thru 8/31/2012

Bond Interest and Redemption Fund

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|--|-----------------------|-----------------------|---------------|---------------|---------------|-----------------------|---------------|
| | | | Current | Year To Date | | Balance | % |
| **** Total Adjusted Beginning Balance | <u>\$1,450,614.00</u> | <u>\$1,450,614.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$1,450,614.00</u> | <u>100.00</u> |
| | \$1,450,614.00 | \$1,450,614.00 | \$0.00 | \$0.00 | \$0.00 | \$1,450,614.00 | 100.00 |

Board Report

From 7/1/2012 thru 8/31/2012

Bond Interest and Redemption Fund

| | Approved | Working | Expended | | Encumbered | Unencumbered | |
|------------------------------------|----------------|----------------|----------|--------------|------------|----------------|--------|
| | | | Current | Year To Date | | Balance | % |
| tal: Beginning Balance | \$1,450,614.00 | \$1,450,614.00 | \$0.00 | \$0.00 | \$0.00 | \$1,450,614.00 | 100.00 |
| tal: Income Current Year | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| tal: 1000 - 5000 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| tal: 1000 - 6000 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| tal: 1000 - 7000 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| tal: 9710 - 9719 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| tal: 9770 - 9780 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| tal: Estimated Fund Balance (9790) | \$1,450,614.00 | \$1,450,614.00 | \$0.00 | \$0.00 | \$0.00 | \$1,450,614.00 | 100.00 |
| tal Income & Beginning Balance | \$1,450,614.00 | \$1,450,614.00 | \$0.00 | \$0.00 | \$0.00 | \$1,450,614.00 | 100.00 |
| tal Expenditures & Ending Balance | \$1,450,614.00 | \$1,450,614.00 | \$0.00 | \$0.00 | \$0.00 | \$1,450,614.00 | 100.00 |

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

SUBJECT: Williams 4th Quarter Report

MEETING: August 8, 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:

Attached is the Williams 4th Quarterly Report on items completed for fiscal year 2011-2012.

Recommendation:

This is an information item only.


Fiscal Impact:

None at this time.

Submitted By:

John Sims
Director of MOTF

Approved:


Daniel R. Moirao Ed.D.
State Administrator



Monterey County Office of Education

Leadership, Support, and Service to Prepare All Students for Success

Dr. Nancy Kotowski
County Superintendent of Schools

July 26, 2012

Dr. Daniel Moirao
State Administrator
South Monterey County Joint USD
800 Broadway Street
King City, CA 93930

Dear Dr. Moirao:

California *Education Code* Section 1240 requires that the County Superintendent of Schools visit schools identified for compliance review in accordance with the *Williams and Valenzuela* Settlements and report to you the results. I am pleased to provide, for submission to your governing board at a regularly scheduled meeting, the **fourth** quarterly report for fiscal year 2011-2012 as required by *Education Code* section 1240(c)(2)(G) pursuant to the *Williams and Valenzuela* Settlements. This report presents the results of the review of the **South Monterey County Joint USD** for the period of **April to June, 2012**.

The purpose of the review visitation(s) as specified in California Education Code 1240 was to:

1. Determine if students have “sufficient” standards-aligned instructional materials in four core subject areas (English language arts, mathematics, history/social science and science), including science laboratory equipment in grades 9-12, and, as appropriate, in foreign languages, and health;
2. Determine if there is any facility condition that “poses an emergency or urgent threat to the health or safety of pupils or staff”;
3. Determine if the school has provided accurate data on the annual school accountability report card related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including “good repair”; and
4. Determine the extent to which pupils who have not passed the California High School Exit Examination (CAHSEE) by the end of grade 12 are informed that they are entitled to receive CAHSEE intensive instruction and services for up to two consecutive years after completion of grade 12 and the extent to which pupils who have elected to receive services are being served.

The law further requires that the County Superintendent:

1. Annually monitor and review teacher misassignments and teacher vacancies in schools ranked in deciles 1-3 (2009 Base API);
2. Receive quarterly reports on complaints filed within the school district concerning insufficient instructional materials, teacher vacancies and misassignments, emergency or urgent facilities

issues, and CAHSEE intensive instruction and services under the Uniform Complaint Procedure; and

3. Review audit exceptions under expanded authority in the areas of use of instructional materials program funds, teacher misassignments, and information reported on the school accountability report card and determine whether the exceptions are either corrected or an acceptable plan of correction has been developed.

While the Uniform Complaint data is not mandated to be a part of this report, it is included so that you and the citizens of our community will have a complete understanding of the environment in which the district is functioning.

Findings are as follows:

- Instructional Materials – *Sufficient*
- Facilities-*See Attached Report*
- School Accountability Report Card – *Sufficient.*
- Teacher Misassignments and Teacher Vacancies – *See Attached Report.*
- Uniform Complaint Procedure –*No complaints received during this quarter*
- *Valenzuela/CAHSEE Intensive Instruction and Services Program – Sufficient*

Please extend to your governing board, administration and site staff my appreciation for their professionalism in addressing the compliance requirements for the *Williams* and *Valenzuela* Settlements Legislation.

Sincerely,



Nancy Kotowski, Ph.D.
Monterey County
Superintendent of Schools

WILLIAMS SETTLEMENT LEGISLATION
THIRD QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNIFIED SCHOOL DISTRICT
JULY 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 eves. | 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

THIRD QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNIFIED SCHOOL DISTRICT

JULY 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 nd , 3 rd , and 4 th 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

THIRD QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNIFIED SCHOOL DISTRICT

JULY 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 electrical 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 |

*“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

THIRD QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNIFIED SCHOOL DISTRICT

JULY 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 |
|---------------------|-------------|------------------|--|--|-----------|---|--------------|
| | | Boys RR | Damaged sinks. | Sinks/fountains | | | |
| King City HS (CONT) | 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 | | Repainted | 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 beam 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 |

“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

THIRD QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNIFIED SCHOOL DISTRICT

JULY 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 |
|---------------------|-------------|---------------------|----------------------------------|----------------------------|-----------|-------------------------|--------------|
| | | Girls RR at Stadium | Windows broken are missing. | Windows/doors/gates/fences | | | |
| King City HS (CONT) | 8/22/11 | Boys RR at Stadium | Windows missing. | Windows/doors/gates/fences | | | |

Revised 4/4/12

*“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.

Monterey County Superintendent of Schools

WILLIAMS SETTLEMENT LEGISLATION

FOURTH QUARTERLY REPORT FOR *SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT****

2011-2012 FISCAL YEAR

JULY 2012

The results of teacher misassignments* and teacher vacancy** reviews for the following schools were:

(Note: The annual report will include the teacher misassignments and vacancies reported to the CCTC on July 1 for the prior year. The quarterly reports will include the misassignments and vacancies identified in the current year.)

****Scheduled visitation for Williams Teacher Assignment Monitoring was February 22, 2012.**

| Schools | <i>Greenfield H.S.</i> | <i>King City H.S.</i> |
|--|------------------------|-----------------------|
| Number of misassignments for the 2011-2012 school year | 0 | 1 |
| Number of misassignments that were corrected within 30 calendar days | 0 | 1 |
| Number of classes in which the teacher was lacking the appropriate authorization and training to teach English Language Learners and 20% or more of students were English Language Learners | 0 | 0 |
| Number of Teacher Vacancies for the 2011-2012 school year | 0 | 0 |
| Number of Teacher Vacancies Filled in the 2011-2012 school year | 0 | 0 |

*CCTC considers it a misassignment when a teacher lacks the proper subject-matter authorization to teach the class, a proper teaching credential, or the appropriate authorization or credential to teach English Learners and one or more English Learners are assigned to the class. The *Williams* settlement requires that the county superintendent also report to the CCTC the number of English Learner related misassignments involving classes in which 20% or more of the students are English Learners.

**A "teacher vacancy" occurs if 20 working days after school begins for the semester, a single designated teacher has still not been assigned to teach the class for the entire year or semester. [E.C. Section 35186(h)(3) and C.C.R. Title 5 Section 4600(b)]

*** Formerly known as King City Joint Union High School District

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

SUBJECT: Board Policies – First Reading

MEETING: August 8, 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 12 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:

Approved:


Daniel R. Moirao Ed.D.
State Administrator

BP 0410 Philosophy, Goals, Objectives and Comprehensive Plans

Nondiscrimination In District Programs And Activities

The Governing Board is committed to equal opportunity for all individuals in education. District programs, activities, **and practices** shall be free from discrimination based on *race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information*; or the perception of one or more of such characteristics; or association with a person or group with one or more of such **these actual or perceived** characteristics. ~~The Board shall promote programs which ensure that discriminatory practices are eliminated in all district activities.~~

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6145.2 - Athletic Competition)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

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

(cf. 6178 - Career Technical Education)

(cf. 6200 - Adult Education)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, application form, or other recruitment materials distributed to these groups.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand and, when required by law, in a language other than English.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations.

(cf. 6163.2 - Animals At School)

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text, and Braille or large print materials.

(cf. 6020 - Parent Involvement)

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

~~The Superintendent or designee shall notify students, parent/guardian, employees, employee organizations and applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination. Such notification shall be included in each announcement, bulletin, catalog, application form or other recruitment materials distributed to these groups. (34 CFR 104.8, 106.9)~~

~~The Superintendent or designee shall also provide information about related complaint procedures.~~

~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~

~~*(cf. 4031 - Complaints Concerning Discrimination in Employment)*~~

~~In compliance with law, the district's nondiscrimination policy shall be published in the individual's primary language to the extent practicable.~~

~~*(cf. 5145.6 - Parental Notification)*~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
2301-2415 Carl D. Perkins Vocational and Applied Technology Act
6311 State plans
6312 Local education agency plans
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Notice of Non-Discrimination, January 1999

Protecting Students from Harassment and Hate Crime, January 1999

Nondiscrimination in Employment Practices in Education, August 1991

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Safe Schools Coalition: <http://www.casafeschoolscoalition.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>
(11/99 7/03) 3/12

Policy

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First reading: August 8, 2012

Adopted;

King City, California

BP 1250 Community Relations

Visitors/Outsiders

The Governing Board believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, the Board encourages interested parents/guardians and community members to visit the schools and participate in the educational program.

(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

To ensure the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be arranged with the principal or designee. When a visit involves a conference with a teacher or the principal, an appointment should be scheduled during noninstructional time.

(cf. 6116 - Classroom Interruptions)

Any person who is not a student or staff member shall register immediately upon entering any school building or grounds when school is in session.

(cf. 1112 - Media Relations)

The principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher's and principal's permission. (Education Code 51512)

The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the district's complaint processes if they have concerns with any district program or employee. In accordance with Penal Code 626.7, the principal or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3515.2 - Disruptions)

Presence of Sex Offender on Campus

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a district student, shall request written permission from the principal before entering the school campus or grounds. As necessary, the principal shall consult with local law enforcement authorities before allowing the presence of any such person at school or other school activity. The principal also shall report to the Superintendent or designee anytime he/she gives such written permission.

Legal Reference:

EDUCATION CODE

32210 Willful disturbance of public school or meeting

32211 Threatened disruption or interference with classes; misdemeanor

32212 Classroom interruptions

35160 Authority of governing boards

35292 Visits to schools (board members)

49091.10 Parental right to inspect instructional materials and observe school activities

51101 Parent Rights Act of 2002

51512 Prohibited use of electronic listening or recording device

EVIDENCE CODE

1070 Refusal to disclose news source

LABOR CODE

230.8 Discharge or discrimination for taking time off to participate in child's educational activities

PENAL CODE

290 Sex offenders

626-626.10 Schools

626.81 Misdemeanor for registered sex offender to come onto school grounds

627-627.10 Access to school premises, especially:

627.1 Definitions

627.2 Necessity of registration by outsider

627.7 Misdemeanors; punishment

COURT DECISIONS

Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652

ATTORNEY GENERAL OPINIONS

95 Ops.Cal.Atty.Gen. 509 (1996)

(10/96 7/10) 3/12

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

First reading: August 8, 2012

Adopted;

King City, California

BP 1312.3 Community Relations

Uniform Complaint Procedures

The Governing Board recognizes that the district is primarily responsible for complying ~~the~~ **the district's responsibility to comply** with applicable state and federal laws and regulations governing educational programs. The district shall investigate any complaints alleging failure to comply with such laws and/or alleging **unlawful** discrimination, and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures.

The district shall ~~follow~~ **use the** uniform complaint procedures ~~when addressing complaints to~~ **resolve any complaint** alleging unlawful discrimination ~~against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived~~ **in district programs and activities based on actual** race, color, ancestry, national origin, ethnic group identification, age, religion, **marital or parental status**, physical or mental disability, sex, sexual orientation, gender, **gender identity or expression, or genetic information**; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4031 - Complaints Concerning Discrimination in Employment)

Uniform complaint procedures shall also be used to address any complaint alleging **the district's** failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and ~~career technical and technical training~~ programs, child care and development programs, child nutrition programs, ~~and~~ special education programs, **and the development and adoption of the school safety plan.**

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

The Board prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination. Such Participation **in the complaint process** shall not in any way affect the status, grades, or work assignments of the complainant.

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving the problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

~~The Board acknowledges and respects every individual's right to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case-by-case basis.~~

In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate, the Superintendent or designee may keep the identity of a complainant confidential to the extent that the investigation of the complaint is not obstructed.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:

- 1. Sufficiency of textbooks or instructional materials**
- 2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff**
- 3. Teacher vacancies and misassignments**
- 4. Deficiency in the district's provision of instruction and/or services to any student who, by the completion of grade 12, has not passed one or both parts of the high school exit examination**

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 6162.52 - High School Exit Examination)

(cf. 6179 - Supplemental Instruction)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
 8200-8498 Child care and development programs
 8500-8538 Adult basic education
 18100-18203 School libraries
 32289 School safety plan, uniform complaint procedures
 35186 Williams uniform complaint procedures
 37254 Intensive instruction and services for students who have not passed exit exam
 41500-41513 Categorical education block grants
 48985 Notices in language other than English
 49060-49079 Student records
 49490-49590 Child nutrition programs
 52160-52178 Bilingual education programs
 52300-52490 Career technical education
 52500-52616.24 Adult schools
 52800-52870 School-based program coordination
 54000-54028 Economic impact aid programs
 54100-54145 Miller-Unruh Basic Reading Act
 54400-54425 Compensatory education programs
 54440-54445 Migrant education
 54460-54529 Compensatory education programs
 56000-56867 Special education programs
 59000-59300 Special schools and centers
 64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state
 12900-12996 Fair Employment and Housing Act

PENAL CODE

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section
 4600-4687 Uniform complaint procedures
 4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

6301-6577 Title I basic programs
 6601-6777 Title II preparing and recruiting high quality teachers and principals
 6801-6871 Title III language instruction for limited English proficient and immigrant students
 7101-7184 Safe and Drug-Free Schools and Communities Act
 7201-7283g Title V promoting informed parental choice and innovative programs
 7301-7372 Title V rural and low-income school programs

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr>

(11/04 1/06) 3/12

Policy

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First reading: August 8, 2012

Adopted;

King City, California

AR 1312.3 Community Relations

Uniform Complaint Procedures

Compliance Officers

The ~~Governing Board designates~~ the following compliance officer(s) to **shall** receive and investigate complaints and to **shall** ensure district compliance with law:

~~Assistant Superintendent, Educational Services and Human Relations~~ **State Administrator**
800 Broadway Street
King City, CA 93930
831-385-0606, extension 4315

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 9124 - Attorney)

Notifications

The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

~~The Superintendent or designee shall make available copies of the district's uniform complaint procedures free of charge. (5 CCR 4622)~~

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable
3. Advise the complainant of the appeal process pursuant to Education Code 262.3, including the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies

4. Include statements that:
 - a. The district is primarily responsible for compliance with state and federal laws and regulations
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline
 - c. An unlawful discrimination complaint must be filed not later than six months from the date the alleged discrimination occurs, or six months from the date the complainant first obtains knowledge of the facts of the alleged discrimination
 - d. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 days of receiving the district's decision
 - e. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision

(cf. 5145.6 - Parental Notifications)

f. Copies of the district's uniform complaint procedures are available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that the district has violated federal or state laws or regulations governing educational programs **or has committed unlawful discrimination.**

All complaints shall be investigated and resolved within 60 days of the receipt of the complaint. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

Step 1: Filing of Complaint

Any individual, public agency, or organization may file a written complaint of the district's alleged noncompliance **with federal or state laws or regulations governing educational programs.** (5 CCR 4630)

A complaint **concerning unlawful discrimination** may be filed only by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint

alleging unlawful discrimination shall be initiated no later than six months from the date when the alleged discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination. **However, upon written request by the complainant, the Superintendent or designee may extend the filing period for up to 90 days.** (5 CCR 4630)

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Step 2: Mediation

Within three days of receiving the complaint, the compliance officer may informally discuss with ~~the complainant~~ **all the parties** the possibility of using mediation. If the ~~complainant~~ **parties** agrees to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (5 CCR 4631)

Step 3: Investigation of Complaint

~~The compliance officer is encouraged to hold an investigative meeting within five days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.~~

Within 10 days of receiving the complaint, the compliance officer shall provide *the complainant and/or his/her representative* ~~shall have~~ an opportunity to present the complaint and any evidence, or information leading to evidence, to support the allegations in the complaint. **The compliance officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.**

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, ~~or his/her~~ failure or refusal to cooperate in the investigation, or ~~his/her~~ engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

~~The district's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant (5 CCR 4631)~~

In accordance with law, the district shall provide the investigator with access to records and/or other information related to the allegation in the complaint. (5 CCR 4631)

Step 4: Response

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below, within 60 days of the district's receipt of the complaint. (5 CCR 4631)

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

Step 5: Final Written Decision

The district's decision shall be in writing and sent to the complainant. (5 CCR 4631)

The district's decision shall be written in English and ~~in the language of the complainant whenever feasible or as required by law.~~ **when required by Education Code 48985, in the complainant's primary language.**

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition
5. Corrective actions, if any are warranted

6. Notice of the complainant's right to appeal the district's decision within 15 days to the CDE and procedures to be followed for initiating such an appeal

~~7. For discrimination complaints~~ **In addition, any decision concerning a discrimination complaint based on state law shall include** a notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. (Education Code 262.3)

If investigation of a complaint results in discipline to **a student or** an employee, the decision shall simply state that effective action was taken and that the **student or** employee was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with the district's decision, the complainant may appeal in writing to the CDE within 15 days of receiving the district's decision. When appealing to the CDE, the complainant ~~must~~ **shall** specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's complaint procedures
7. Other relevant information requested by the CDE

The CDE may directly intervene in a complaint without waiting for action by the district when one of the conditions listed in 5 CCR 4650 exists, including cases in which the district has not taken action within 60 days of the date the complaint was filed with the district.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

For discrimination complaints **based on state law**, ~~however~~ a complainant ~~must~~ **shall** wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies, provided the district has appropriately and in a timely manner apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622. The moratorium does not apply to injunctive relief and to discrimination complaints based on federal law.

(3/02 1/06) 3/12

Regulation

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 8, 2012

Adopted:

King City, California

AR 3515.2 Business and Noninstructional Operations

Disruptions

The principal or designee may direct any person, except a student, school employee, or other person required by his/her employment to be on school grounds, to leave school grounds or school activity if:

1. The principal or designee has reasonable basis for concluding that the person is committing or has entered the campus with the purpose of committing an act which is likely to interfere with the peaceful conduct, discipline, good order, or administration of the school or a school activity, or with the intent of inflicting damage to any person or property. (Education Code 44810, 44811; Penal Code 626.7, ~~626.8~~, ~~626.81~~, ~~626.85~~)
2. The person fights or challenges another person to a fight, willfully disturbs another person by loud and unreasonable noise, or uses offensive language which could provoke a violent reaction. (Penal Code 415.5)
3. The person loiters around a school without lawful business for being present or reenters a school within 72 hours after he/she was asked to leave. (Penal Code 653b)
4. The person is required to register as a sex offender pursuant to Penal Code 290 and does not have a lawful purpose and written permission from the principal or designee to be on school grounds. **(Penal Code 626.81)**

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.5 - Sex Offender Notification)

5. The person is a specified drug offender as defined in Penal Code 626.85 and does not have written permission from the principal or designee to be on school grounds. However, such specified drug offender may be on school grounds during any school activity if he/she is a student or the parent/guardian of a student attending the school. **(Penal Code 626.85)**

Note: The following optional item should be deleted by high school districts. Pursuant to Penal Code 626.8, as amended by AB 123 (Ch. 161, Statutes of 2011), it is a misdemeanor to threaten the physical safety of any student in grades K-8 as provided below.

6. **The person willfully or knowingly creates a disruption with the intent to threaten the immediate physical safety of any student in grades K-8 while attending, arriving at, or leaving school. (Penal Code 626.8)**
7. The person has otherwise established a continued pattern of unauthorized entry on school grounds. **(Penal Code 626.8)**

(cf. 1240 - Volunteer Assistance)

(cf. 3515.3 - District Police/Security Department)

(cf. 4158/4258/4358 - Employee Security)

(cf. 6145.2 - Athletic Competition)

The principal or designee shall allow a parent/guardian who was previously directed to leave school grounds to reenter for the purpose of retrieving his/her child for disciplinary reasons, medical attention, or family emergencies, or with the principal or designee's prior written permission. (Penal Code 626.7, 626.85)

When directing any person to leave school premises, the principal or designee shall inform the person that he/she may be guilty of a crime if he/she:

1. Fails to leave or remains after being directed to leave (Penal Code 626.7, 626.8, 626.85)
2. Returns to the campus without following the school's posted registration requirements (Penal Code 626.7)
3. Returns within seven days after being directed to leave (Penal Code 626.8, 626.85)

(cf. 0450 - Comprehensive Safety Plan)

Appeal Procedure

Any person who is asked to leave a school building or grounds may appeal to the Superintendent or designee. This appeal shall be made no later than the second school day after the person has departed from the school building or grounds. After reviewing the matter with the principal or designee and the person making the appeal, the Superintendent or designee shall render his/her decision within 24 hours after the appeal is made, and this decision shall be binding. (Education Code 32211)

The decision of the Superintendent or designee may be appealed to the Governing Board. Such an appeal shall be made no later than the second school day after the Superintendent or designee has rendered his/her decision. The Board shall consider and decide the appeal at its next scheduled regular or adjourned regular public meeting. The Board's decision shall be final. (Education Code 32211)

(11/06 3/10) 3/12

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

First reading: August 8, 2012

Adopted;

King City, California

BP 4030 Personnel

Nondiscrimination In Employment

The Governing Board desires to provide a positive work environment where employees and job applicants are free from harassment and are assured of equal access and opportunities in accordance with law. The Board prohibits any district employee from harassing or discriminating against any other district employee or job applicant at any district site on the basis of **the person's** actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, **gender identity, gender expression**, sex, or sexual orientation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 5145.7 - Sexual Harassment)

Prohibited discrimination ~~or~~ consists of any adverse employment action, including termination or denial of promotion, job assignment, or training, based on any of the prohibited categories of discrimination listed above. Harassment consists of any unwelcome conduct, whether verbal, physical, or visual **conduct that is based on any of the prohibited categories of discrimination listed above and that it is so severe and pervasive that it adversely affects an individual's employment opportunities, or has the purpose or effect of unreasonably interfering with his/her the individual's work performance, or creates an intimidating, hostile, or offensive work environment.**

The Board also prohibits retaliation against any district employee or job applicant who complains, testifies, assists, or in any way participates in the district's complaint procedures instituted pursuant to this policy.

Any district employee who engages in prohibited discrimination, ~~or~~ harassment, **or retaliation** or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior ~~shall be~~ in violation of this policy and shall be subject to disciplinary action, up to and including dismissal.

(cf. 4117.4 - Dismissal)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The ~~Board designates the~~ following position is designated as Coordinator for Nondiscrimination in Employment:

State Administrator / Superintendent
800 Broadway
King City, CA 93930
831-385-0606

Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of district policy ~~or regulation~~ should, as appropriate, immediately contact his/her supervisor, the Coordinator, or the Superintendent who shall advise the employee or applicant about the district's procedures for filing, investigating, and resolving any such complaint.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with AR 4031 - Complaints Concerning Discrimination in Employment.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to ~~his/her supervisor~~, the Coordinator or Superintendent as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

Training and Notifications

The Superintendent or designee shall provide training to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination.

(cf. 4131- Staff Development)

(cf. 4231- Staff Development)

(cf. 4331- Staff Development)

The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin, or application form that is used in employee recruitment. (34 CFR 100.6, 106.9)

The district's policy shall be posted in all **district** schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

7287.6 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 29
621-634 Age Discrimination in Employment Act
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended
2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age discrimination in federally assisted programs
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 34
100.6 Compliance information
104.7 Designation of responsible employee for Section 504
104.8 Notice
106.8 Designation of responsible employee and adoption of grievance procedures
106.9 Dissemination of policy
110.1-110.39 Nondiscrimination on the basis of age
COURT DECISIONS
Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863
Shephard v. Loyola Marymount, (2002) 102 Cal.App.4th 837

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS
Questions and Answers: Religious Discrimination in the Workplace, 2008
Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the
Americans with Disabilities Act, October 2002
Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by
Supervisors, June 1999
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Notice of Non-Discrimination, August 2010
WEB SITES
California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>
U.S. Department of Education, Office for Civil Rights:
<http://www.ed.gov/about/offices/list/ocr>
U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>
(11/03 3/10) 3/12

Policy **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**
First Reading: August 8, 2012
Adopted: King City, California

BP 4312.1 Personnel

Contracts

The Governing Board recognizes the importance of qualified and competent individuals to lead district programs and to assist the Superintendent in coordinating efforts to achieve district goals and objectives. To that end, the Board may fill certificated administrative and supervisory positions and classified senior management positions on a contract basis.

(cf. 0000 - Vision)

(cf. 2121 - Superintendent's Contract)

(cf. 4111/4211/4311 - Recruitment and Selection)

(cf. 4300 - Administrative and Supervisory Personnel)

(cf. 4313.2 - Demotion/Reassignment)

(cf. 4314 - Transfers)

The Board may offer a continuing contract of up to four years to any deputy, associate, or assistant superintendent; any certificated employee holding a position requiring a supervision or administration credential; or any senior manager of the classified service. (Education Code 35031, 44929.20)

Prior to entering into any such contract, the Board and Superintendent shall consider the financial impact of the contract on the district. The proposed contract shall also be reviewed by legal counsel to ensure that all legally required provisions are included in the contract and to address any potentially adverse obligations to the district.

(cf. 3460 - Financial Reports and Accountability)

The Board shall deliberate in the closed session of a regular meeting about the terms of an employment contract for a deputy, associate, or assistant superintendent; other certificated employee holding a position requiring a supervision or administration credential; or a senior manager of the classified service. (Government Code 54957)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Any such employment contract shall be ratified by the Board during an open session of a regularly scheduled Board meeting and reflected in the Board's minutes. Copies of the contracts shall be available to the public upon request. (Government Code 53262)

(cf. 1340 - Access to District Records)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9324 - Minutes and Recordings)

Extension of Contract and Reemployment

A contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the employee's performance. No employment contract shall include a provision for automatic renewal of the contract.

(cf. 4315 - Evaluation/Supervision)

During the term of the contract and with the consent of the employee involved, the Board may reelect or reemploy the employee starting on the next succeeding first day of July and based on terms and conditions mutually agreed upon by the Board and the employee. (Education Code 35031)

If the Board decides not to reelect or reemploy a deputy, associate, or assistant superintendent or a senior manager of the classified service upon the expiration of his/her term, it shall notify the employee in writing 45 days prior to the expiration of the term of the contract. (Education Code 35031)

Termination of Contract

Every employee contract shall include a provision specifying the legal maximum cash settlement that the employee may receive in the event that the Board finds it necessary to terminate the contract prior to its expiration date. (Government Code 53260)

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In addition, all employee contracts shall include a provision that, if the employee is convicted of a crime involving an abuse of his/her office or position, he/she shall fully reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination and for any funds expended by the district in his/her criminal legal defense. (Government Code 53243-53243.4, 53260)

Legal Reference:

EDUCATION CODE

35030 Title of deputy, associate or assistant superintendent for certain positions

35031 Term of employment

44842 Automatic declining of employment

44843 Notice of employment to county superintendent

44929.20 Continuing contract

44951 Continuation in position unless notified

GOVERNMENT CODE

3511.1-3511.2 Local agency executives

53243-53243.4 Abuse of office

53260-53264 Employment contracts

54954 Time and place of regular meetings

54956 Brown Act - Open meeting laws; special meetings
54957 Closed session, personnel matters

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: The Board's Relationship to District Staff, 2007

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>
(6/99 7/07) 3/12

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

First reading: August 8, 2012

Adopted;

King City, California

BP 5126 Students

Awards For Achievement

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, athletic, extracurricular, or community service activities.

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

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 6142.4 - Service Learning/Community Service Classes)

District/School Awards

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or cash gift.

The Superintendent or designee shall develop criteria for the selection of student award recipients.

Golden State Seal Merit Diploma

At graduation from high school, special recognition shall be awarded to those students whose academic achievements in core curriculum areas have been outstanding.

The Superintendent or designee shall identify high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

(cf. 6162.51 - Standardized Testing and Reporting Program)

Biliteracy Award

The district shall present ~~a biliteracy award~~ **the State Seal of Biliteracy** to each graduating high school student who has ~~demonstrated~~ **attained a high level of** proficiency in speaking, reading, and writing in one or more languages in addition to English. ~~The Superintendent or designee shall approve applications for eth award based on a review of student qualifications in accordance with district established criteria-~~(Education Code 51460-51464)

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6174 - Education for English Language Learners)

Legal Reference:

EDUCATION CODE

220 Nondiscrimination

35160 Authority of governing boards

AR 5126 Students

Awards For Achievement

District/School Awards For Achievement

The Superintendent or designee may appoint a **an awards** committee at each school to consider awards for student accomplishments which may consist of school administrators, teachers, parents/guardians, community members, and student representatives. The committee shall submit recommendations for student awards to the Superintendent or designee for approval.

(cf. 1220 - Citizen Advisory Committees)

Individual awards in excess of \$200 must be expressly approved by the Governing Board. (Education Code 44015)

Golden State Seal Merit Diploma

To be eligible to receive the Golden State Seal Merit Diploma upon high school graduation, a student shall complete all requirements for a high school diploma and demonstrate, **in accordance with the means adopted by the State Board of Education, mastery of the curriculum in** at least six subject areas, **four of which shall be mathematics, English language arts, science, and United States history, with the remaining two subject matter areas selected by the student.** (Education Code 51451, 51452; 5 CCR 876)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6162.52 - High School Exit Examination)

To demonstrate mastery by ~~earning~~ **of these subject areas, the student shall earn** a scaled score of 370 or above on six separate high school California Standards Tests (CST), including:

1. One mathematics exam, ~~excluding Algebra I, General Mathematics, or Integrated Mathematics 1~~ **including Algebra II, Geometry, Summative High School Mathematics, or Integrated Mathematics 2 or 3**
2. One English language arts exam **at grade 9, 10, or 11**
3. One science exam, ~~excluding the grade 10 Life Science exam~~ **including Biology, Chemistry, Physics, Earth Science, or Integrated/Coordinated Science 1, 2, 3, or 4**
4. The grade 11 History-Social Science exam (United States history).

5. Two CSTs of the student's choice, which may, but are not required to, include **World History or any additional exams in mathematics, English language arts, science, or history listed in items #1-4 above which have not already been used to establish eligibility**

(cf. 6162.51 - Standardized Testing and Reporting Program)

The Superintendent or designee shall maintain appropriate records to identify students who are eligible for the merit **diploma** and shall affix an insignia to the diploma and transcript of each student awarded the merit diploma. (Education Code 51454)

(cf. 5125 - Student Records)

The Superintendent or designee shall submit an insignia request form to the California Department of Education in sufficient time to allow processing of the request prior to the high school graduation ceremony.

Biliteracy Award

To be eligible to receive the ~~district's biliteracy award~~ **State Seal of Biliteracy** upon graduation, a student shall **meet all the following criteria: (Education Code 51461)**

1. Complete all English language arts requirements for high school graduation with an overall grade point average (GPA) of 2.0 or above in those classes
2. Pass the CST in English language arts administered in grade 11 at the proficient level or above
3. Demonstrate proficiency in one or more **foreign languages, which may include American sign language**, by fulfilling one **(1)** of the following criteria:
 - a. Pass a foreign language Advanced Placement examination with a score of 3 or higher **or an International Baccalaureate examination with a score of 4 or higher**

(cf. 6141.5 - Advanced Placement)

- b. Successfully complete a four-year **high school** course of study in a foreign language, attaining an overall GPA of 3.0 or above in ~~those courses~~ **that course of study**

(cf. 6142.2 - World/Foreign Language Instruction)

- c. Pass a district language examination that meets the rigor of a four-year high school course of study in that language, provided the test has been certified to or approved by the Superintendent of Public Instruction
- d. Pass the SAT II foreign language examination with a score of 600 or higher

In addition to meeting the criteria in items #1-3 above, a student in any of grades 9-12 whose primary language is other than English shall attain the early advanced proficiency level or higher on the California English Language Development Test (CELDT). As necessary for this purpose, the district may administer the CELDT an additional time outside of the regularly scheduled administration specified in AR 6174 - Education for English Language Learners. (Education Code 51461)

(cf. 6174 - Education for English Language Learners)

The Superintendent or designee **shall maintain appropriate records to identify high school students who qualify for the award and shall affix the insignia to the diploma or transcript of each student who earns the award. (Education Code 51463)**

Notifications

The Superintendent or designee shall annually distribute information about eligibility requirements for the ~~district biliteracy award~~ **Golden State Seal Merit Diploma, State Seal of Biliteracy, and/or any district awards programs** to students ~~beginning in the 9th grade~~ **at the applicable grade levels.**

(7/04 3/09) 3/12

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

First reading: August 8, 2012

Adopted:

King City, California

BP 5131.2 Students

Bullying

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 6020 - Parent Involvement)

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

(cf. 5137 - Positive School Climate)
(cf. 6164.2 - Guidance/Counseling Services)

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6163.4 - Student Use of Technology)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.94 - History-Social Science Instruction)

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

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

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints and Investigation

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or

circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

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

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 Comprehensive safety plan

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

48900-48925 Suspension or expulsion

48985 Translation of notices

PENAL CODE

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS
PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

CSBA: <http://www.csba.org>

California Cybersafety for Children: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

National School Boards Association: <http://www.nsba.org>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr>

3/12

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

First reading: August 8, 2012

Adopted;

King City, California

BP 5141.6 Students

School Health Services

The Governing Board recognizes that good physical and mental health is critical to a student's ability to learn and believes that all students should have access to comprehensive health services. The district may provide access to health services at or near district schools through the establishment of a school health center and/or mobile van(s) that serve multiple campuses.

The Board and the Superintendent or designee shall collaborate with local and state agencies and health care providers to assess the health needs of students in district schools and the community. Based on the results of this needs assessment and the availability of resources, the Superintendent or designee shall recommend for Board approval the types of health services to be provided by the district.

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.61 - Drug Testing)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.24 - Specialized Health Care Services)

(cf. 5141.25 - Availability of Condoms)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.33 - Head Lice)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.52 - Suicide Prevention)

(cf. 6145.2 - Athletic Competition)

(cf. 6159 - Individualized Education Program)

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

Board approval shall be required for any proposed use of district resources and facilities to support school health services. The Superintendent or designee shall identify funding opportunities available through grant programs, private foundations, and partnerships with local agencies and organizations.

(cf. 1260 - Educational Foundation)

(cf. 1330.1 - Joint Use Agreement)

(cf. 3100 - Budget)

(cf. 7000 - Facilities Master Plan)

The Board may prioritize school health services to schools with the greatest need, including schools with medically underserved populations, a high percentage of low-income and

uninsured children and youth, large numbers of English learners, Academic Performance Index rankings in deciles 1-3, and/or a shortage of health professionals in the community.

School health services shall be provided or supervised by a licensed health care professional. The Board may employ or contract with health care professionals or partner with community health centers to provide the services under the terms of a written contract or memorandum of understanding.

(cf. 1020 - Youth Services)

(cf. 3312 - Contracts)

If a school nurse is employed by the school or district, he/she shall be involved in planning and implementing the school health services as appropriate.

The Superintendent or designee shall coordinate the provision of school health services with other student wellness initiatives, including health education, nutrition and physical fitness programs, and other activities designed to create a healthy school environment. The Superintendent or designee shall encourage joint planning and regular communications among health services staff, district administrators, teachers, counselors, other staff, and parents/guardians.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6164.2 - Counseling/Guidance Services)

Consent and Confidentiality

The Superintendent or designee shall obtain written parent/guardian consent prior to providing services to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-6929, Health and Safety Code 124260, or other applicable law.

The Superintendent or designee shall maintain the confidentiality of student health records in accordance with law.

(cf. 5125 - Student Records)

Payment/Reimbursement for Services

The Board desires that costs not be a barrier to student access to services. Services may be provided free of charge or on a sliding scale in accordance with law.

The Superintendent or designee shall establish procedures for billing public and private insurance programs and other applicable programs for reimbursement of services as appropriate.

(cf. 5143 - Insurance)

The district shall serve as a Medi-Cal provider to the extent feasible, comply with all related legal requirements, and seek reimbursement of costs to the extent allowed by law.

To further encourage student access to health care services, the Superintendent or designee shall develop and implement outreach strategies to increase enrollment of eligible students from low- to moderate-income families in affordable, comprehensive state or federal health coverage programs and local health initiatives. Such strategies may include, but not be limited to, providing information about the Medi-Cal program on the application for free and reduced-price meals in accordance with law and providing students and parents/guardians with information about the low-cost Healthy Families insurance program.

(cf. 3553 - Free and Reduced Price Meals)

Program Evaluation

In order to continuously improve school health services, the Board shall evaluate the effectiveness of such services and the extent to which they continue to meet student needs.

The Superintendent or designee shall provide the Board with periodic reports that may include, but not necessarily be limited to, rates of participation in school health services; changes in student outcomes such as school attendance or achievement; feedback from staff and participants regarding program accessibility and operations, including accessibility to low-income and linguistically and culturally diverse students and families; and program costs and revenues.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

8800-8807 Healthy Start support services for children

49073-49079 Privacy of student records

49423.5 Specialized physical health care services

49557.2-49558 Eligibility for free and reduced-price meals; sharing information with Medi-Cal

FAMILY CODE

6920-6929 Consent by minor for medical treatment

GOVERNMENT CODE

95020 Individualized family service plan

HEALTH AND SAFETY CODE

104830-104865 School-based application of fluoride or other tooth decay-inhibiting agent

121020 HIV/AIDS testing and treatment; parental consent for minor under age 12

123110 Minor's right to access health records

123115 Limitation on parent/guardian access to minor's health records

123800-123995 California Children's Services Act
124025-124110 Child Health and Disability Prevention Program
124172-124174.6 Public School Health Center Support Program
124260 Mental health services; consent by minors age 12 and older
130300-130317 Health Insurance Portability and Accountability Act (HIPAA)
WELFARE AND INSTITUTIONS CODE
14059.5 Definition of "medically necessary"
14100.2 Confidentiality of Medi-Cal information
14115 Medi-Cal claims process
14124.90 Third-party health coverage
14132.06 Covered benefits; health services provided by local educational agencies
14132.47 Administrative claiming process and targeted case management
CODE OF REGULATIONS, TITLE 10
2699.6500-2699.6905 Healthy Families Program
CODE OF REGULATIONS, TITLE 17
2951 Testing standards for hearing tests
6800-6874 Child Health and Disability Prevention Program
CODE OF REGULATIONS, TITLE 22
51009 Confidentiality
51050-51192 Definitions of Medi-Cal providers and services
51200 Requirements for providers
51231.2 Wheelchair van requirements
51270 Local educational agency provider; conditions for participation
51304 Limitations on specified benefits
51309 Psychology, physical therapy, occupational therapy, speech pathology, audiological services
51323 Medical transportation services
51351 Targeted case management services
51360 Local educational agency; types of services
51491 Local educational agency eligibility for payment
51535.5 Reimbursement to local educational agency providers
UNITED STATES CODE, TITLE 20
1232g Family Educational and Privacy Rights Act (FERPA)
UNITED STATES CODE, TITLE 42
1320c-9 Prohibition against disclosure of records
1397aa-1397jj State Children's Health Insurance Program
CODE OF FEDERAL REGULATIONS, TITLE 42
431.300 Use and disclosure of information on Medicaid applicants and recipients
CODE OF FEDERAL REGULATIONS, TITLE 45
164.500-164.534 Health Insurance Portability and Accountability Act (HIPAA)

Management Resources:

CSBA PUBLICATIONS

Expanding Access to School Health Services: Policy Considerations for Governing Boards,
Policy Brief, November 2008

Promoting Oral Health for California's Student: New Role, New Opportunities for Schools, Policy Brief, November 2008

Providing School Health Services in California: Perceptions, Challenges and Needs of District Leadership Teams, 2008

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES PUBLICATIONS

LEA Medi-Cal Provider Manual

California School-Based Medi-Cal Administrative Activities Manual

DEPARTMENT OF HEALTH SERVICES POLICY LETTERS

00-06 Managed Care Plan Relationships with Local Education Agency Providers, December 11, 2000

NATIONAL ASSEMBLY ON SCHOOL-BASED HEALTH CARE PUBLICATIONS

A Guidebook for Evaluating School-Based Health Centers

NATIONAL CENTER FOR YOUTH LAW PUBLICATIONS

Minor Consent, Confidentiality, an Child Abuse Reporting in California, October 2006

WEB SITES

CSBA: <http://www.csba.org>

CSBA, PractiCal Program:

<http://www.csba.org/Services/Services/DistrictServices/PractiCal.aspx>"><http://www.csba.org>

<http://www.csba.org/Services/Services/DistrictServices/PractiCal.aspx>

California County Superintendents Educational Services Association:

<http://www.ccsesa.org>

California Department of Education, Health Services and School Nursing:

<http://www.cde.ca.gov/ls/he/hn>

California Department of Health Care Services: <http://www.dhcs.ca.gov>

California Department of Public Health: <http://www.cdph.ca.gov>

California School Health Centers Association: <http://www.schoolhealthcenters.org>

California School Nurses Organization: <http://www.csno.org>

Center for Health and Health Care in Schools: <http://www.healthinschools.org>

Centers for Disease Control and Prevention, School Health Policies and Programs (SHPPS) Study: <http://www.cdc.gov/HealthyYouth/shpps>

Centers for Medicare and Medicaid Services: <http://www.cms.hhs.gov>

Healthy Families Program: <http://www.healthyfamilies.ca.gov>

National Assembly on School-Based Health Care: <http://www.nasbhc.org>

National Center for Youth Law: <http://www.youthlaw.org>

(7/04 11/08) 3/12

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

First reading: August 8, 2012

Adopted;

King City, California

AR 5141.6 Students

School Health Services

In accordance with student and community needs and available resources, school health services offered by the district may include, but are not limited to:

1. Physical examinations, immunizations, and other preventive medical services

- (cf. 5141.26 - Tuberculosis Testing)*
- (cf. 5141.3 - Health Examinations)*
- (cf. 5141.31 - Immunizations)*
- (cf. 5141.32 - Health Screening for School Entry)*

2. First aid and administration of medications

- (cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*

3. Diagnosis and treatment of minor injuries and acute medical conditions

4. Management of chronic medical conditions

- (cf. 5141.23 - Asthma Management)*

5. Basic laboratory tests

6. Referral to and follow-up for specialty care

7. Emergency response procedures

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

8. Nutrition services

- (cf. 3550 - Food Service/Child Nutrition Program)*
- (cf. 5030 - Student Wellness)*

9. Oral health services that may include preventive services, basic restorative services, and referral to specialty services

The Superintendent or designee shall notify all parents/guardians of the opportunity pursuant to Health and Safety Code 104830-104865 for their child to receive the topical application of fluoride, including fluoride varnish, or other decay-inhibiting agent to the teeth during the school year. This notification may be returned by the parent/guardian to consent to the treatment or to indicate that the student shall not receive treatment because he/she has received the treatment from a dentist or the treatment is not desired. (Health and Safety Code 104830, 104850, 104855)

(cf. 5145.6 - Parental Notifications)

10. Mental health services, which may include assessments, crisis intervention, counseling, treatment, and referral to a continuum of services including emergency psychiatric care, community support programs, inpatient care, and outpatient programs

(cf. 1020 - Youth Services)

(cf. 5141.52 - Suicide Prevention)

(cf. 6164.2 - Counseling/Guidance Services)

11. Substance abuse prevention and intervention services

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

12. Reproductive health services

(cf. 5141.25 - Availability of Condoms)

13. Screening of students to identify the need for physical, mental, and oral health services

14. Referrals and linkage to services not offered on-site

15. Public health and disease surveillance

16. Individual and family health education

17. School or districtwide health promotion

Medi-Cal Billing

In order to provide services as a Medi-Cal provider, the district shall enter into and maintain a contract with the California Department of Health Care Services (DHCS). (Welfare and Institutions Code 14132.06; 22 CCR 51051, 51270)

The Superintendent or designee shall ensure that all practitioners employed by or under contract with the district possess the appropriate license, certification, registration, or credential and provide only those services that are within their scope of practice. (22 CCR 51190.3, 51270, 51491)

The Superintendent or designee shall submit a claim for Medi-Cal reimbursement whenever the district provides a covered preventive, diagnostic, therapeutic, or rehabilitative service specified in 22 CCR 51190.4 or 51360 to a Medi-Cal-eligible student under age 22 and/or a member of his/her family. (Welfare and Institutions Code 14132.06; 22 CCR 51096, 51098, 51190.1, 51190.4, 51309, 51360, 51535.5)

(cf. 5141.24 - Specialized Health Care Services)

(cf. 6159 - Individualized Education Program)

The district shall maintain records and supporting documentation including, but not limited to, records of the type and extent of services provided to a Medi-Cal beneficiary in accordance with law. (22 CCR 51270, 51476)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

The Superintendent or designee shall submit an annual report to DHCS identifying participants in the community collaborative, containing a financial summary including reinvestment expenditures, and describing service priorities for the future. (22 CCR 51270)

Any federal funds received by the district as reimbursement for the costs of services under the Medi-Cal billing option shall be reinvested in services for students and their families as specified in Education Code 8804(g). The Superintendent or designee shall consult with a local school-linked services collaborative group, such as that defined in Education Code 8806, regarding decisions on reinvestment of federal funds. (22 CCR 51270)

Medi-Cal Administrative Activities

Designated school staff shall document, on a time survey form, the amount of time spent on activities identified by DHCS which are related to the administration of the Medi-Cal program. Such activities include, but are not be limited to, outreach, referral of health and mental health services, translation services, facilitation of applications, scheduling and arranging emergency and medical transportation of eligible individuals, contracting for services, program planning and policy development, claims administration, and general administration.

The Superintendent or designee shall, on a quarterly basis, submit an invoice to the local educational consortium or local governmental agency through which the district has contracted to receive reimbursement.

Staff responsible for completing the time survey shall annually participate in training regarding eligible activities and the time survey methodology, and shall receive additional training whenever there are changes or updates in administrative claiming categories and activities. New or reassigned staff shall receive training before beginning their duties completing time surveys.

The Superintendent or designee shall maintain an audit file containing original time survey documentation and other records specified by DHCS. Such documentation shall be kept for three years after the end of the quarter in which expenditures were incurred or, if an audit is in progress, until the completion of the audit.

(7/04 11/08) 3/12

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

First reading: August 8, 2012

Adopted:

King City, California

BP 5145.3 Students

Nondiscrimination/Harassment

The Governing Board desires to ensure equal opportunity for all students in admission and access to the district's educational programs, guidance and counseling programs, athletic programs, testing procedures, and other activities. **provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities.** District programs and activities shall be free from discrimination, including harassment, with respect to a **The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.**

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

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

Prohibited discrimination, harassment, intimidation, **or bullying** includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the purpose or effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.

The Superintendent or designee shall provide age-appropriate training and information to students, parents/guardians, and employees regarding discrimination, harassment, intimidation, and bullying, including, but not limited to, the district's nondiscrimination policy, what constitutes prohibited behavior, how to report incidents, and to whom such reports should be made.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

In providing instruction, guidance, supervision, or other services to district students, school staff employees and volunteers shall carefully guard against segregating or stereotyping in the delivery of services, including, but not limited to, instruction, guidance, and supervision students.

(cf. 1240 - Volunteer Assistance)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.

Students who engage in discrimination, harassment, **intimidation, bullying, or retaliation** in violation of law, Board policy, or administrative regulation shall be subject to appropriate discipline, up to and including counseling, suspension, and/or expulsion. Any employee who permits or engages in prohibited discrimination, **harassment, intimidation, bullying, or retaliation** shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21- Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5131 - Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.2 - Freedom of Speech/Expression)

Grievance Procedures

The Board hereby designates the following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, **harassment, intimidation, or bullying**, and to answer inquiries regarding the district's nondiscrimination policies:

State Administrator / Superintendent
800 Broadway Street
King City, CA 93930
(831) 385-0606

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Any student who feels that he/she has been subjected to discrimination, harassment, **intimidation, or bullying** should immediately contact the Coordinator, the principal, or any other staff member. **In addition**, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying shall report the incident to the Coordinator or principal, whether or not the victim files a complaint.

In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)

Upon receiving a complaint of discrimination, harassment, **intimidation, or bullying**, the Coordinator shall immediately investigate the complaint in accordance with the site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

(cf. 5145.7 - Sexual Harassment)

Within 30 days of receiving the district's report, the complainant may appeal to the Board if he/she disagrees with the resolution of the complaint. The Board shall make a decision at its next regular meeting and its decision shall be final.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, **intimidation, or bullying**, and the resources that are available to students who feel that they have been the victim of ~~discrimination or harassment~~ any such behavior. The district's policy shall also be posted on the district web site or any other location that is easily accessible to students.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 6163.4 - Student Use of Technology)

When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

48985 Translation of notices

49020-49023 Athletic programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor
PENAL CODE
422.55 Definition of hate crime
422.6 Crimes, harassment
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform Complaint Procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
CODE OF FEDERAL REGULATIONS, TITLE 34
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief,
April 2010

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

California Student Safety and Violence Prevention - Laws and Regulations, April 2004

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding
Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity,
2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS
PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January 1999

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendment.org>

National School Boards Association: <http://www.nsba.org>

BP 5145.3 (e)

U.S. Department of Education, Office for Civil Rights:
<http://www.ed.gov/about/offices/list/ocr>
(3/04 3/10) 3/12

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

First reading: August 8, 2012

Adopted;

King City, California

BP 6178.1 Instruction

Work-Based Learning

The Governing Board desires to facilitate the preparation of secondary school students for college and career by providing work-based learning opportunities which link classroom learning with real-world experiences. Work-based learning opportunities offered by the district shall be designed to teach the skills, attitudes, and knowledge necessary for successful employment and to reinforce mastery of both academic and career technical education (CTE) standards.

- (cf. 6000 - Concepts and Roles)*
- (cf. 6011 - Academic Standards)*
- (cf. 6143 - Courses of Study)*
- (cf. 6178 - Career Technical Education)*
- (cf. 6178.2 - Regional Occupational Center/Program)*

Work-based learning opportunities offered by the district may include paid and/or unpaid work experiences, including, but not limited to, work experience education as defined in Education Code 51764, cooperative CTE or community classrooms as defined in Education Code 52372.1, job shadowing as defined in Education Code 51769, student internships, apprenticeships, service learning, employment in social/civic or school-based enterprises, and technology-based or other simulated work experiences.

- (cf. 6142.4 - Service Learning/Community Service Classes)*

The Superintendent or designee shall involve local businesses or business organizations in planning and implementing work-based learning opportunities that support the district's vision and goals for student learning and local workforce development efforts. He/she also may work with postsecondary institutions, community organizations, and others to identify opportunities for work-based learning.

- (cf. 0000 - Vision)*
- (cf. 0200 - Goals for the School District)*
- (cf. 1220 - Citizen Advisory Committees)*
- (cf. 1700 - Relations Between Private Industry and the Schools)*
- (cf. 6020 - Parent Involvement)*

When required by law, the Superintendent or designee shall develop a written training agreement with the employer that describes the conditions and requirements to be met by all parties and shall develop an individual training plan for each student which outlines the objectives or competencies that the student is expected to accomplish at the work site. (5 CCR 10070-10071, 10087, 10108)

District staff shall coordinate with the workplace supervisor or mentor to ensure appropriate guidance and supervision of participating students and maximum educational benefit from placement in the program.

A minor student shall be issued a work permit before beginning employment through a paid work-based learning program in accordance with law, Board policy, and administrative regulation. (Education Code 49113, 49160)

(cf. 5113.2 - Work Permits)

All laws or rules applicable to minors in employment relationships shall be applicable to students enrolled in work-based learning programs. (Education Code 51763)

The Superintendent or designee shall ensure that any student participating in a work-based learning program off school grounds is covered under the employer's or district's insurance, as applicable, in the event the student is injured.

(cf. 3530 - Risk Management/Insurance)
(cf. 5143 - Insurance)

The Superintendent or designee shall ensure that any teacher/coordinator of a work-based learning program possesses the appropriate credential issued by the Commission on Teacher Credentialing. (5 CCR 10075, 10080, 10100)

(cf. 4112.2 - Certification)

The Superintendent or designee shall maintain records for each student's participation in the program, including, but not limited to, the student's individualized training plan, his/her employment hours and job site, work permit if applicable, employer's report of student's attendance and job performance, the teacher/coordinator's consultations and observations, and the student's grade and credits earned.

(cf. 5125 - Student Records)

The Superintendent or designee shall periodically report to the Board regarding program implementation and effectiveness, including, but not limited to, rates of student participation in work-based learning programs and assessment results of participating students.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

35208 Liability insurance

46144 Minimum school day for work experience program

46147 Exception for minimum day; students in last semester or quarter of grade 12
46300 Method of computing ADA
48402 Enrollment in continuation education, minors not regularly employed
49110-49119 Permits to work
49160 Permits to work, duties of employer
51760-51769.5 Work-based learning
52300-52499.66 Career technical education
54690-54697 Partnership academies
56026 Students with exceptional needs
52372.1 Community classrooms and cooperative career technical education programs

LABOR CODE

1285-1312 Employment of minors
1391-1394 Working hours for minors
3070-3099.5 Apprenticeship
3200-6002 Workers' compensation and insurance

CODE OF REGULATIONS, TITLE 5

1635 Credit for work experience education
10070-10075 Work experience education
10080-10090 Community classrooms
10100-10111 Cooperative career technical education programs

UNITED STATES CODE, TITLE 20

2301-2414 Carl D. Perkins Career and Technical Education Act of 2006

CODE OF FEDERAL REGULATIONS, TITLE 29

570.35a Work experience programs

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Multiple Pathways to Student Success: Envisioning the New California High School, 2010

2008-2012 California State Plan for Career Technical Education, 2008

Career Technical Education Framework for California Public Schools: Grades Seven Through Twelve, 2007

Work Experience Education Guide

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Child Labor Laws, 2000

WEST ED PUBLICATIONS

Work-Based Learning in California: Opportunities and Models for Expansion, 2009

WEB SITES

CSBA: <http://www.csba.org>

California Association of Work Experience Educators: <http://www.cawee.org>

California Department of Education, Work Experience Education:

<http://www.cde.ca.gov/ci/ct/we>

California Department of Industrial Relations: <http://www.dir.ca.gov>

Linked Learning Alliance: <http://www.linkedlearning.org>

WestEd: <http://www.wested.org>

BP 6178.1 (d)

(7/00 3/08) 3/12

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

First reading: August 8, 2012

Adopted;

King City, California

AR 6178.1 Instruction

Work-Based Learning

Work Experience Education

The district's work experience education (WEE) program shall consist of one or more of the following types of unpaid and paid on-the-job experiences: (Education Code 51764; 5 CCR 10071)

1. **Exploratory WEE** which provides students with a combination of classroom instruction in WEE and unpaid opportunities to observe and sample systematically a variety of conditions of work for the purpose of ascertaining their interest and suitability for the occupation they are exploring

The length of exploratory work experience assignments may vary depending on the aptitude of the student, the occupation being explored, the facilities of the work station, and the job classification. A student may not participate in an exploratory work experience assignment if he/she receives pay for like work at the same work station or similar job outside of the WEE program.

2. **General WEE** which has as its purpose the application of basic skills of reading, writing, and computation and which enables students to acquire general and specific occupational skills through a combination of supervised paid employment in any occupational field and related classroom instruction in WEE
3. **Career technical WEE** which reinforces and extends career learning opportunities for students through a combination of related classroom instruction in WEE and supervised paid or unpaid employment in the occupation for which their career technical course in school prepares them

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6178 - Career Technical Education)

The Superintendent or designee shall develop and present to the Governing Board for approval a district plan for WEE in accordance with 5 CCR 10070.

Employment opportunities may be provided by any public or private employer in areas within or outside the district, either within California or in a contiguous state. (Education Code 51768)

The student-teacher ratio in the WEE program shall not exceed 125 students per full-time equivalent certificated teacher-coordinator. (Education Code 46300)

The minimum day for students enrolled in a WEE program shall be four periods totaling at least 180 minutes in duration, unless the school or student meets one of the conditions specified in Education Code 46144 or 46147. (Education Code 46144, 46147)

(cf. 6112 - School Day)

(cf. 6184 - Continuation Education)

A WEE program offered during the summer shall be conducted in the same time period as the regular summer school program and shall conform to all appropriate laws and regulations applicable to WEE.

(cf. 6177 - Summer School)

The teacher-coordinator shall make at least two on-site contacts per semester with each work supervisor or at least one on-site contact during summer school to evaluate student performance. (5 CCR 10074)

Participating students shall receive at least the equivalent of one instructional period per week of related classroom instruction or counseling by a certificated employee, in sessions scheduled intermittently throughout the semester. (Education Code 51760.3)

A student shall be granted up to 40 semester periods of credit for WEE within the following limits: (Education Code 51760.3; 5 CCR 1635)

1. For exploratory WEE, the student may earn 10 semester periods for each semester, with a maximum of 20 semester periods earned in two semesters.
2. For either general or career technical WEE, the student may earn 10 semester periods for each semester, with a maximum of 40 semester periods.

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

In order to receive credit for satisfactory completion of a general or career technical WEE program, a student shall be age 16 years or older. However, a student who is under age 16 may be granted credit under any of the following conditions: (Education Code 51760.3)

1. The student is enrolled in grade 11 or higher.
2. The principal certifies that the student needs the program in order to pursue employment opportunities or to encourage the student's continuing enrollment as a full-time student.

(cf. 5147 - Dropout Prevention)

3. **The student is a student with disabilities who has an individualized education program prescribing the type of training for which participation in a WEE program is deemed appropriate.**

(cf. 6159 - Individualized Education Program)

Cooperative Career Technical Education Program/Community Classrooms

To be eligible for program participation, a student shall be concurrently enrolled in a career technical education (CTE) course or program approved by the California Department of Education and shall meet other criteria specified in 5 CCR 10103 as applicable. (5 CCR 10082, 10103)

Teachers assigned to the program shall locate and select training stations to provide participating students with unpaid on-the-job learning experiences in the specific occupation related to the approved course or program. (5 CCR 10086, 10107)

Related classroom instruction shall be provided in at least one instructional period per week, with a minimum equivalency of three instructional periods, of at least 50 minutes each, per week. (5 CCR 10085, 10106)

Note: The district should choose one or both options below reflecting program(s) offered by the district.

OPTION 1: (Cooperative CTE Program)

The cooperative CTE program teacher shall make at least one visitation every four weeks to each employer to ensure that the provisions of the training agreement are being met and that students are acquiring the competencies identified in their individual training plans. One out of every two visits to the training station shall include an observation of the student engaged in on-the-job training experiences. (5 CCR 10109)

OPTION 2: (Community Classrooms)

The community classroom teacher shall make at least one visitation every three weeks to consult with the work supervisor, observe students at the training station, provide instruction, and ensure that students are acquiring the competencies identified in their individual training plans. Each visitation shall include an observation of the student engaged in on-the-job training experiences. (5 CCR 10088)

Note: The following paragraph is for use by districts offering either the cooperative CTE or community classroom program.

Students shall be granted academic credit for satisfactory completion of the program. The teacher shall be responsible for evaluating the student's performance in the CTE course and, with the assistance of the employer, the student's participation at the training station. (5 CCR 10081, 10102)

Job Shadowing

The program coordinator shall identify job shadowing placements with the goal of providing students with exposure to a broad range of career options and employment settings.

The program coordinator shall supervise job shadowing activities, including the coordination of the student's and employer's schedules and consultation with the student's other teachers when necessary.

Participating students may attend job shadowing opportunities for no less than three hours and no more than 25 hours in one semester, intersession, or summer school session. (Education Code 51769)

(11/03 3/08) 3/12

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

First Reading: August 8, 2012

Adopted:

King City, California

BP 7110 Facilities

Facilities Master Plan

The Governing Board recognizes the importance of long-range planning for school facilities in order to address changes in student enrollment and in the district's educational program needs. The Superintendent or designee shall develop, for Board approval, a master plan for district facilities which describes the district's anticipated short- and long-term facilities needs and priorities.

(cf. 7000 - Concepts and Roles)
(cf. 7160 - Charter School Facilities)
(cf. 7210 - Facilities Financing)

Plan Development

The district's facilities master plan shall be based on an assessment of the condition and adequacy of existing facilities, a projection of future enrollments, and alignment of facilities with the district's vision for the instructional program.

(cf. 7111 - Evaluating Existing Buildings)

To solicit broad input into the planning process, the Superintendent or designee may establish a facilities advisory committee consisting of staff, parents/guardians, and business, local government, and other community representatives. He/she also shall ensure that the public is informed of the need for construction and modernization of facilities and of the district's plans for facilities.

(cf. 1220 - Citizen Advisory Committees)

At least 45 days prior to completion of any facilities plan that relates to the potential expansion of existing school sites or the necessity to acquire additional school sites, the Superintendent or designee shall notify and provide copies of the plan or any relevant and available information to the planning commission or agency of the city or county with land use jurisdiction within the district. (Government Code 65352.2)

(cf. 7131 - Relations with Local Agencies)

If the city or county commission or agency requests a meeting, the Superintendent or designee shall meet with the commission or agency within 15 days following the notification. Items that the parties may discuss at the meeting include, but are not limited to, methods of coordinating planning with proposed revitalization efforts and recreation and park programs, options for new school sites, methods of maximizing the safety of persons traveling to and from the site, and opportunities for financial assistance. (Government Code 65352.2)

The master plan shall be regularly reviewed and updated as necessary to reflect changes in the educational program, existing facilities, finances, or demographic data.

Plan Components

The facilities master plan shall include:

1. A statement of purpose, including district goals, philosophy, and related policies
2. A description of the planning process
3. Demographics of the community, such as economic trends, migration patterns, employment base, residential base, socioeconomic makeup, historical school enrollments, and inventory of physical resources and needs
4. A description of the educational program, such as grade-level organization, class size, staffing patterns, technology plans, special programs and support services, and other educational specifications
5. Analysis of the safety, adequacy, and equity of existing facilities and potential for expansion, including the adequacy of classrooms, school cafeterias and food preparation areas, physical activity areas, playgrounds, parking areas, and other school grounds

(cf. 3514 - Environmental Safety)

(cf. 3517 - Facilities Inspection)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 5030 - Student Wellness)

(cf. 5141.7 - Sun Safety)

(cf. 5142 - Safety)

(cf. 6142.7 - Physical Education and Activity)

6. Site selection criteria and process
7. Development of a capital planning budget and identification of potential funding sources
8. Policy for reviewing and updating the plan

Planning shall ensure that school facilities meet the following minimum standards: (5 CCR 14001)

1. Are aligned with the district's educational goals and objectives

(cf. 0000 - Vision)

2. **Provide for maximum site enrollment at school facilities**
3. **Are located on a site that meets California Department of Education standards as specified in 5 CCR 14010**

(cf. 7150 - Site Selection and Development)

4. **Are designed for the environmental comfort and work efficiency of the occupants**
5. **Are designed to require a practical minimum of maintenance**
6. **Are designed to meet federal, state, and local statutory requirements for structure, fire, and public safety**
7. **Are designed and engineered with flexibility to accommodate future needs**

Plans for the design and construction of new school facilities also shall meet the standards described in 5 CCR 14030, green building standards pursuant to 24 CCR 101 et seq., the Americans with Disabilities Act pursuant to 42 USC 12101-12213, and any other requirements applicable to the funding source and type of project.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3510 - Green School Operations)

To facilitate the efficient use of public resources when planning for new construction or modernization of school facilities, the district may consider designs that facilitate joint use of the facility with a local governmental agency, public postsecondary institution, or nonprofit organization.

(cf. 1330.1 - Joint Use Agreements)

Legal Reference:

EDUCATION CODE

- 16011 Long-range comprehensive master plan
- 16322 California Department of Education services
- 17017.5 Approval of applications for projects
- 17070.10-17079.30 Leroy F. Greene School Facilities Act
- 17251 Powers and duties of California Department of Education
- 17260-17268 Plans and specifications for school facilities
- 17280-17317 Field Act
- 17365-17374 Fitness for occupancy
- 17405 Relocatable structures; lease requirements
- 35275 New school planning; cooperation with recreation and park authorities

GOVERNMENT CODE

- 53090-53097.5 Regulation of local agencies by counties and cities

65352.2 Communicating and coordinating of school sites
65995.6 School facilities needs analysis
CODE OF REGULATIONS, TITLE 2
1859-1859.199 Leroy F. Greene School Facilities Act
CODE OF REGULATIONS, TITLE 5
14001 Minimum standards
14010 Site selection standards
14030-14036 Standards, planning, and approval of school facilities
CODE OF REGULATIONS, TITLE 24
101 et seq. Green building standards code
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act

Management Resources:

CSBA PUBLICATIONS
Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, September 2009
Facilities Master Planning, Fact Sheet, November 2007
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Schools of the Future Report, September 2011
Educational Specifications: Linking Design of School Facilities to Educational Program, 1997
Guide for the Development of a Long-Range Facilities Plan, 1986
OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS
An Overview of the State School Facility Programs, rev. October 2011
School Facility Program Handbook, 2008
STATE ALLOCATION BOARD PUBLICATIONS
Public School Construction Cost Reduction Guidelines, 2000
WEB SITES
CSBA: <http://www.csba.org>
Office of Public School Construction: <http://www.opsc.dgs.ca.gov>
California Department of Education: <http://www.cde.ca.gov/ls/fa>
(2/96 11/01) 3/12

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

First reading: August 8, 2012

Adopted;

King City, California

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Consolidated Application Spring Release 2012-13

MEETING: August 8, 2012

AGENDA SECTION:

X 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:

Annually, in spring, school districts complete the consolidated application to document participation in federal categorical programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs.

Recommendation:

To approve the Consolidated Application.

Fiscal Impact:

District entitlement amounts will be provided by the State in January

Submitted By:



Mary Mendenhall
Chief Business Official

Approved:



Daniel R. Moirao Ed.D.
State Administrator

California Department of Education

Consolidated Application

South Monterey County Joint Union High (27 66068 0000000)

Status: Certified
Saved by: Mary Mendenhall
Date: 7/14/2012 9:49 AM

2012-13 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/fo/r5/ca11assurances.asp>.

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

LEA Plan

An LEA that receives Title III funds or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan.

| | |
|--|--|
| State Board of Education approval date | 7/11/2003 |
| LEA Plan Web Site | www.kingcity.k12.ca.us |

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

| | |
|--|---------------------|
| Authorized Representative's Full Name | Daniel R Moirao |
| Authorized Representative's Title | State Administrator |
| Authorized Representative Signature Date | 07/12/2012 |



California Department of Education

Consolidated Application

South Monterey County Joint Union High (27 66068 0000000)

Status: Certified
Saved by: Mary Mendenhall
Date: 7/14/2012 9:50 AM

2012-13 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269
Mary Payne, District Improvement Office, MPayne@cde.ca.gov, 916-319-0379

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

| | |
|---|---------------------|
| The authorized representative agrees to the above statement | Yes |
| Authorized Representative's Full Name | Daniel R Moirao |
| Authorized Representative Title | State Administrator |
| Authorized Representative Signature Date | 07/13/2012 |
| Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. | |



2012-13 Application for Funding

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

| | |
|---|------------|
| Date of approval by local governing board | 08/15/2012 |
|---|------------|

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

| | |
|--|--|
| DELAC representative's full name | Carolyn McCombs |
| DELAC review date | 08/29/2012 |
| Meeting minutes web address Please enter the web address of DELAC review meeting minutes. If a web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee. | www.kingcity.k12.ca.us |
| DELAC comment If an advisory committee refused to approve the application, or if DELAC approval is not applicable, enter a comment. | |

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

| | |
|--|-----|
| Economic Impact Aid EC 54000 SACS 7090, 7091 | Yes |
| Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010 | Yes |
| Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025 | Yes |
| Title II Part A (Teacher Quality) ESEA Sec. 2101 SACS 4035 | Yes |
| Title III Part A LEP | Yes |

California Department of Education

South Monterey County Joint Union High (27 66068 0000000)

Consolidated Application

Status: Certified
Saved by: Mary Mendenhall
Date: 7/27/2012 2:11 PM

2012-13 Application for Funding

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

| | |
|-----------------------------|--|
| ESEA Sec. 3102 SACS 4203 | |
|-----------------------------|--|

California Department of Education

South Monterey County Joint Union High (27 66068 0000000)

Consolidated Application

Status: Certified
Saved by: Mary Mendenhall
Date: 7/27/2012 2:13 PM

2012-13 Title III, Part A LEP Proposed Obligations

This data collection captures proposed expenditures for the coming year, based on the projected entitlement amount.

CDE Program Contact:

Patty Stevens, Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838

Michele Anberg-Espinosa, Language Policy & Leadership Office, MANbergespinosa@cde.ca.gov, 916-323-4872

| | |
|--|-----------------|
| Proposed entitlement: | \$66,597 |
| Object Code - Activity | |
| 1000-1999 Proposed certificated personnel salaries | \$54,812 |
| 2000-2999 Proposed classified personnel salaries | \$0 |
| 3000-3999 Proposed employee benefits | \$11,785 |
| 4000-4999 Proposed books and supplies | \$0 |
| 5000-5999 Proposed services and other operating expenditures | \$0 |
| Proposed administrative and indirect costs | \$0 |
| Total proposed obligations | \$66,597 |

2012-13 Title I, Part A Nonprofit Private School Participation

CDE Program Contact:

Jyoti Singh, Title I Policy & Program Guidance, jysingh@cde.ca.gov, 916-319-0372
Laura Nelson, Title II Leadership, lnelson@cde.ca.gov, 916-319-0229

Note:

The LEA of residence is responsible for providing Title I Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a private non-profit school. This includes students would attend nonprofit private schools outside the LEA's boundaries. The school list below includes all nonprofit private schools within the LEA's attendance area, to add a nonprofit private school outside of the LEA's boundaries, click on Add a School below.

| School Name | School Code | Enrollment | Participating | Affirmation On File | Low Income Student Count | Direct Services | Contract Services | School Added |
|-------------|-------------|------------|---------------|---------------------|--------------------------|-----------------|-------------------|--------------|
|-------------|-------------|------------|---------------|---------------------|--------------------------|-----------------|-------------------|--------------|

2012-13 Economic Impact Aid School Funding Plan

Based on information provided in the School Student Counts Projected data collection, the table below provides eligibility and ranking information.

CDE Program Contact:

Geoffrey Ndirangu, EIA / LEP, gndirang@cde.ca.gov, 916-323-5831
 Mark Klinesteker, EIA / SCE, mklinesteker@cde.ca.gov, 319-319-0420

Group schools by grade span

Yes

Funding method

LEP Only

NOTE: If the LEA has selected to fund LEP Only, no additional action or data entry is required for the EIA School Allocation Plan. The Plan should be saved in order to certify the data collection.

| School Name | School Code | Grade Span Group | Projected Enrollment | Projected Low Income Students | Low Income % | Projected LEP Students | LEP % |
|----------------------------------|-------------|------------------|----------------------|-------------------------------|--------------|------------------------|-------|
| Portola-Butler Continuation High | 2730083 | 3 | 124 | 90 | 72.58 | 0 | 0.00 |
| Greenfield High | 2730174 | 3 | 864 | 753 | 87.15 | 601 | 69.56 |
| King City High | 2732170 | 3 | 889 | 678 | 76.27 | 500 | 56.24 |

- 152 -

2012-13 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school CDE Program Contact:

Larry Boese, Title I Monitoring & Support, lboese@cde.ca.gov, 916-319-0257
 Monique Moton, Title I Monitoring & Support, mmoton@cde.ca.gov, 916-319-0733

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

- a - Meets 35% Low Income Requirement
- b - Magnet School
- c - Funded by Other Allowable Sources
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern

Group Schools by Grade Span

Yes

District-wide Low Income %

81.03%

Grade Span 1 Low Income %

No Data

Grade Span 2 Low Income %

No Data

Grade Span 3 Low Income %

81.03%

| School Name | School Code | Grade Span Group | Projected Enrollment | Projected Low Income Students | Low Income % | Eligible | Funding Required | Ranking | Fund Flag | Exception Reason | Comment |
|----------------------------------|-------------|------------------|----------------------|-------------------------------|--------------|----------|------------------|---------|-----------|------------------|---------|
| Greenfield High | 2730174 | 3 | 864 | 753 | 87.15 | Y | Y | 1 | Y | | |
| King City High | 2732170 | 3 | 889 | 678 | 76.27 | Y | Y | 2 | Y | | |
| Portola-Butler Continuation High | 2730083 | 3 | 124 | 90 | 72.58 | N | N | 3 | N | | |

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Resolution #03:12/13 Designation of Authorized Agent to Sign School Orders

MEETING: August 8, 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:

Each revolving fund check written requires two signatures. Currently only Dr. Moirao and Shirley Laws sign checks. To maintain good internal control, Mary Mendenhall, as a check writer, does not sign checks. This resolution is to add Claudia Arellano, Human Resources Director, as a temporary check signer in the absence of a Director of Educational Services.

Recommendation:

The recommendation is to approve Resolution #03:12/13 Authorized Signatures.

Fiscal Impact:


None.

Submitted By:



 Mary Mendenhall
 CBO

Approved:



 Daniel R. Moirao, Ed.D.
 State Administrator

RESOLUTION OF THE GOVERNING BOARD OF THE
SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

RESOLUTION #03:12-13
Designation of Authorized Agent
To Sign School Orders

South Monterey County Joint Union High School District, Monterey County,

ON APPROVAL BY

State Administrator Daniel R. Moirao, effective August 1, 2012.

IT IS RESOLVED AND ORDERED by the State Administrator that, pursuant to provisions of Education Code Section 42632 or 85232,

Daniel R. Moirao
Shirley Laws
Mary Mendenhall
Claudia Arellano

Be authorized and are hereby empowered to sign any and all orders in the name of said district, drawn on the funds of said district.

IT IS FURTHER RESOLVED that this approval shall stand and that all additions and deletions shall be submitted in writing to the County Office of Education.

PASSED AND ADOPTED by State Administrator Daniel R. Moirao.

I, Daniel R. Moirao, State Administrator, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted at a regularly called and conducted meeting held on said date.

_____ Date _____
State Administrator

Signature of Authorized person(s):

_____ Daniel R. Moirao
_____ Shirley Laws
_____ Mary Mendenhall
_____ Claudia Arellano

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Resolution #04:12/13 Revision to Joint Powers Agreement for the Monterey County Schools Insurance Group

MEETING: August 8, 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 South Monterey County Joint Union High School District (SMCJUHS) is a member of the Monterey County Schools Insurance Group (MCSIG). MCSIG adopted revisions on June 19, 2012. MCSIG is requesting SMCJUHS approve the revised Joint Powers Agreement for MCSIG.

The entire JPA agreement is available upon request.

Recommendation:


The recommendation is to approve Resolution #04:12/13.

Fiscal Impact:

None.

Submitted By:

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

**RESOLUTION # 04:12/13
Revision to Joint Powers Agreement
for the Monterey County Schools Insurance Group**

WHEREAS, the Monterey County Schools Insurance Group is a Joint Powers Authority formed under authority of Section 6500 et seq. of the California Government Code; and

WHEREAS, the MCSIG Board adopted the original Joint Powers Agreement to establish, operate and maintain a self-insurance program on November 22, 1982; and

WHEREAS, the MCSIG Board adopted revisions to the Joint Powers Agreement on September 3, 1991, October 16, 1995, January 15, 1997, March 13, 1999, May 24, 2000, November 19, 2004 and October 25, 2005; and

WHEREAS, on June 19, 2012 the Board of Directors of Monterey County Schools Insurance Group approved revisions to the Monterey County Schools Insurance Group Joint Powers Agreement, and

WHEREAS, the South Monterey County Joint Union High School District is currently a member of the Monterey County Schools Insurance Group Joint Powers Authority, and

WHEREAS, the revisions adopted by the Monterey County Schools Insurance Group Board on June 19, 2012 have been duly presented and explained to this Board;

THEREFORE BE IT RESOLVED, that the South Monterey County Joint Union High School District State Administrator approves the revised Joint Powers Agreement for the Monterey County Schools Insurance Group.

PASSED AND ADOPTED by the State Administrator of the South Monterey County Joint Union High School District on August 8, 2012.

I, Daniel R. Moirao, Ed.D., hereby certify that the foregoing is a true and correct copy of a resolution adopted by the State Administrator of the South Monterey County Joint Union High School District at the meeting thereof held on 8th August, 2012.

Daniel R. Moirao, Ed.D., State Administrator
South Monterey County Joint Union High School District
County of Monterey, State of California

Subject: Approve Revised Monterey County Schools Insurance Group (MCSIG) Joint Powers Authority Agreement

Background

The MCSIG Board adopted the first MCSIG Joint Powers Agreement on November 22, 1982. The Board subsequently adopted revisions to the Agreement on September 3, 1991, October 16, 1995, January 15, 1997, March 13, 1999, May 24, 2000, November 19, 2004 and October 25, 2005 which were all ratified by the required 2/3 of the MCSIG member districts. A copy of the 2005 (most recent) version is included in this packet for reference (Attachment A)

A comprehensive due diligence and best practices evaluation of the 2005 Agreement by MCSIG staff and legal counsel resulted in a significant revision to the JPA Agreement (2012 version) which was adopted by the MCSIG Board on June 19, 2012 (Attachment B). The following major factors led to the adopted revisions:

1. The need to separate the Bylaw provisions from the Agreement into a separate document in accordance with best governance practices.
2. Aligning selected provisions of the Agreement with recently adopted governance and fiscal policies adopted by the MCSIG Board
3. Re-formatting the Agreement for clarity and flow
4. Updating statutory references
5. Incorporating new language and provisions in accordance with best governance practices

Discussion

The 2012 Agreement contains revisions, additions, changes and deletions related to the five factors cited above. In addition, the 2012 Agreement has been reformatted.

The most significant revision to the 2012 Agreement was the transfer of entire sections to the proposed new separate Bylaws document which will be adopted by the MCSIG Board upon ratification of the 2012 Agreement by two-thirds of our member districts. A copy of the proposed new Bylaws document is included in this packet for information only (Attachment C).

New Article 10.14 of the 2012 Agreement provides that the MCSIG Board will adopt a policy "*outlining the details and process for calculating, declaring and utilizing excess assets for monthly rate holidays or adjustments*". The MCSIG Board has approved the attached *draft* revised Net Cash Asset Use Policy for distribution with this packet as an information item only (Attachment D) so the member districts have information on how Article 10.14 is proposed to be applied. The draft Policy will be adopted by the MCSIG Board upon ratification of the 2012 Agreement by two-thirds of our member districts.

The attached tables (Attachment E) summarize the revisions, additions, changes and deletions. The last table provides a section cross-reference between the 2005 and 2012 Agreement versions as well as to the new, proposed Bylaws.

Recommendation

That the (your district's name) Board approve the attached resolution approving the revised JPA Agreement.

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

SUBJECT: Approval of Resolution #05:12/13 Final Resolution to Eliminate Certain Certificated Employees Due to a Reduction of Particular Kinds of Services for the 2012-2013 School Year

MEETING: August 8, 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: At the July 19, meeting of the South Monterey County Joint Union High School District, Resolution #01:12/13 was passed to eliminate the services of the two Student Services Coordinator. In accordance with Education Code, the attached final resolution must be passed to complete the process determined by Resolution #01:12/13. The elimination of the positions is not complete until this resolution is passed.

Recommendation:

It is the recommendation that the State Administrator pass Resolution #05:12/13, the final notice of the elimination of particular services.


Fiscal Impact:

There will be a slight financial savings due to the difference in pay.

Submitted By:

Claudia Arellano
Human Resources Administrator

Approved:


Daniel R. Moirao Ed.D.
State Administrator

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION NO. 05:12/13**

**FINAL RESOLUTION TO ELIMINATE CERTAIN CERTIFICATED
EMPLOYEES DUE TO A REDUCTION OF PARTICULAR KINDS OF
SERVICES FOR THE 2012-2013 SCHOOL YEAR**

WHEREAS, pursuant to Education Code sections 44951, 44955 and 44955.5, on July 19, 2012, the Governing Board of South Monterey County Joint Union High School District adopted Resolution No. 01:12/13 to decrease certificated staff due to a reduction or elimination in particular kinds of services for the 2012-2013 school year; and

WHEREAS, notice of non-reemployment was given to the affected employees on or before July 23, 2012; and

WHEREAS, none of the affected employees requested a hearing; and

WHEREAS, the Governing Board has determined to reduce particular kinds of certificated services of the District and that a corresponding number of certificated staff be non-reemployed effective August 15, 2012;

NOW THEREFORE, BE IT RESOLVED, that the employees listed on Exhibit A, attached hereto and incorporated herein by reference, shall be non-reemployed or be reassigned to similar duties previously held effective for the 2012-213 school year. This action shall be effective on August 15, 2012.

BE IT FURTHER RESOLVED, that the State Administrator or designee is hereby authorized to give notice of non-reemployment or a change in assignment on behalf of this Governing Board as required by Education Code sections 44944 and 44955 to those employees.

PASSED AND ADOPTED by the State Administrator of the South Monterey County Joint Union High School District this 8th day of August, 2012.

I, Daniel R. Moirao, Ed.D, hereby certify that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the State Administrator of the South Monterey County Joint Union High School District at meeting thereof held on the 8th day of August, 2012.

Daniel R. Moirao, Ed.D. State Administrator
South Monterey County Joint Union High School District
County of Monterey, State of California



Serving:
Arroyo Seco, Bitterwater-Tully, Bradley,
Fort Hunter-Liggett, Greenfield,
King City, Lockwood, San Antonio,
San Ardo, and San Lucas Communities

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

800 Broadway Street, King City, CA 93930 • 831-385-0606 • FAX 831-385-0695

List of Employees to Receive Summer Layoff Notice Packet

1. Botello, Juana
2. Malagon-Villagomez, Atanacia

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

SUBJECT: Board Policies – Second Reading

MEETING: August 8, 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 June 27, 2012 board meeting as a first reading.

Recommendation:

The recommendation is to approve the policies.

Fiscal Impact:

None.

Submitted By:

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

AR 4112.3 (a)
4212.3
4312.3

AR 4112.3, 4212.3, 4312.3 Personnel

Oath Or Affirmation

This oath or affirmation is different from the oath or affirmation required of certificated employees as a licensing requirement pursuant to Education Code 44334, in which credential candidates must affirm that they support the Constitution of the United States of America, the Constitution of the State of California, and the laws of the United States and the State of California. Thus, the district should require all employees to take the oath or affirmation required by Government Code 3100-3102.

The California Constitution requires that Board members take the same oath; see BB 9224 - Oath or Affirmation.

All district employees are declared by law to be disaster service workers *and thus shall take the oath or affirmation* required for disaster service workers before beginning employment with the district. *In the event of natural, manmade or war-caused emergencies which result in conditions of disaster or extreme peril to life, property and resources, all district employees are subject to disaster service activities as assigned to them by their supervisors or by law.* (Government Code 3100-3102)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 9224 - Oath or Affirmation)

Legally employed noncitizens shall be exempt from taking this oath. (Government Code 3101)

At the advice of legal counsel, the Superintendent or designee may exempt an employee from taking the oath if he/she raises a valid religious objection.

The Superintendent, deputy or assistant superintendent, principal or other person authorized in Education Code 60 shall administer the oath or affirmation when a district employee is hired.

In the case of intermittent, temporary, emergency or successive employments, the Superintendent or designee may determine that the oath shall be effective for all successive periods of employment which begin within one calendar year from the date that the oath was subscribed. (Government Code 3102)

(cf. 4121 - Temporary/Substitute Personnel)

AR 4112.3 (b)
4212.3
4312.3

The Superintendent or designee shall file the executed oath or affirmation within 30 days of the date on which it is taken and subscribed. An employee's oath or affirmation may be destroyed five years after the termination of employment. (Government Code 3105)

Reimbursement of Expenses for Disaster Service Workers

Whenever an employee seeks compensation or reimbursement of expenses as a disaster service worker, the Superintendent or designee shall ascertain and certify that the employee has taken the oath or affirmation. (Government Code 3107)

Legal Reference:

EDUCATION CODE

60 Persons authorized to administer and certify oaths

44334 Oath or affirmation required for credential

44354 Administration of oath required for credential

GOVERNMENT CODE

3100-3109 Oath or affirmation of allegiance

CALIFORNIA CONSTITUTION

Article 20, Section 3 Oath of office

COURT DECISIONS

Chilton v. Contra Costa Community College District 55 Cal. App. 3d 544 (1976)

Vogel v. County of Los Angeles (1967) 68 Cal. 2d 18, 22

(9/91 10/95) 7/03

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

Adopted: August 8, 2012

King City, California

BP 4119.25 (a)
4219.25
4319.25

BP 4119.25, 4219.25, 4319.25 Personnel

Political Activities Of Employees

The Governing Board respects the right of school employees to engage in political discussions and activities on their own time and at their own expense. On such occasions, employees shall make it clear that they are acting as individuals and not as representatives of the district.

(cf. 1160 - Political Processes)

Like other community members, employees may use school facilities for meetings under the Civic Center Act.

(cf. 1330 - Use of School Facilities)

Employees shall refrain from prohibited activities identified in law and administrative regulations. Employees who engage in these activities shall be subject to disciplinary action and/or criminal penalties.

(cf. 1325 - Advertising and Promotion)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

7050-7057 Political activities of school officers and employees

38130-38139 Civic Center Act

51520 Prohibited solicitations on school premises

GOVERNMENT CODE

3543.1 Rights of employee organizations

COURT DECISIONS

Downs v. Los Angeles Unified School District, (9th Cir. 2000) 228 F.3d 1003

California Teachers Association v. Governing Board of San Diego Unified School District, (1996) 45 Cal.App. 4th 1383

L.A. Teachers Union v. L.A. City Board of Education, (1969) 71 Cal.2d 551

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 106 (2001)

84 Ops.Cal.Atty.Gen. 52 (2001)

77 Ops.Cal.Atty.Gen. 56 (1994)

PERB RULINGS

California Federation of Teachers, Local 1931 v. San Diego Community College District (2001) PERB Order #1467 (26 PERC 33014)

BP 4119.25 (b)
4219.25
4319.25

Management Resources:

CSBA PUBLICATIONS

Political Activities of School Districts: Legal Issues, 1998, revised 2001

WEB SITES

CSBA: <http://www.csba.org>

Office of the Attorney General, Dept. of Justice: <http://caag.state.ca.us/>

Public Employment Relations Board: <http://www.perb.ca.gov>

(6/96 6/98) 7/02

Policy

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 8, 2012

King City, California

AR 4119.25, 4219.25, 4319.25 Personnel

Political Activities Of Employees

District employees shall not:

1. Use district funds, services, school time, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including any candidate for election to the Governing Board (Education Code 7054)

(cf. 1160 - Political Processes)

2. During working hours and on district property, solicit or receive any political funds or contributions to promote the passage or defeat of a ballot measure that would affect the rate of pay, hours of work, retirement, civil service or other working conditions (Education Code 7056)
3. During working hours and on district property, solicit or receive any political funds or contributions to promote the passage or defeat of other types of ballot measures
4. Use district time to urge the passage or defeat of any ballot measure or candidate
5. Use district equipment for the preparation or reproduction of political campaign materials, even if the district is reimbursed

(cf. 3512 - Equipment)

6. *Post or distribute political campaign materials on district property*
7. Disseminate political campaign materials through the district's mail service, e-mail or staff mailboxes

(cf. 4040 - Employee Use of Technology)

8. Use students to write, address or distribute political campaign materials
9. Present viewpoints on particular candidates or ballot measures in the classroom without giving equal time to the presentation of opposing views

(cf. 6144 - Controversial Issues)

10. Wear buttons or articles of clothing that express political opinions on ballot measures or candidates during instructional time

AR 4119.25 (b)
4219.25
4319.25

However, teachers shall not be prohibited from wearing political buttons during noninstructional time, such as Back-to-School Night.

Nothing in Board policy or administrative regulation shall be construed to prevent employees from soliciting or receiving funds or contributions for political purposes during nonworking time, including before and after school, the lunch period or other scheduled work intermittency during the school day. (Education Code 7056)

Employee Organizations

Employee organizations may use district mailboxes and other means to communicate with employees, subject to reasonable regulation. Employee organizations may have access at reasonable times to areas in which employees work; may use institutional bulletin boards, mailboxes, and other means of communication and may use district facilities at reasonable times for the purpose of meetings. (Government Code 3543.1)

However, employee organizations shall not use district funds, services, supplies or equipment, such as the district mail system, to urge the passage or defeat of any ballot measure or candidate, including any candidate for election to the Board (Education Code 7054)

(cf. 4140/4240 - Bargaining Units)

Access to district communication channels shall be limited in cases where such access would be disruptive to district operations.

In the event of a concerted action or work stoppage, political activities by employee organizations and individual employees shall be restricted to peaceful informational picketing and other activities allowed by law.

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

(6/96 6/98) 7/02

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

Adopted: August 8, 2012

King City, California

BP 4135, 4235, 4335 Personnel

Soliciting And Selling

Employees shall not solicit district staff, students or their families with the intent to sell general merchandise, books, equipment or services for their own personal profit or benefit. Solicitation of students and staff on behalf of the school or other charitable organizations shall be conducted in accordance with applicable Board policy and administrative regulation.

Staff shall not distribute promotional political, controversial or other non-instructional materials to students unless approved by the superintendent or designee.

(cf. 1325 - Advertising and Promotion)
(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 4136/4236/4336 - Nonschool Employment)
(cf. 5022 - Student and Family Privacy Rights)

Staff members shall respect the confidentiality of district employees and students and shall not use their status as district employees to secure information such as names, addresses, e-mail addresses, and telephone numbers for solicitations or use in personal profit-making or beneficial ventures.

(cf. 5125.1 - Release of Directory Information)

Educational tours may be promoted on school premises only if they are sponsored by the district. Employees engaged in planning, organizing or leading tours as private, non-district-sponsored businesses shall make it clear that they do not represent the school or district. All activities related to such tours must be carried on outside of school hours and off school premises.

(cf. 3312.2 - Educational Travel Program Contracts)

Staff participation in "flower funds," anniversary funds" or other similar funds shall be voluntary.

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

Legal Reference:

EDUCATION CODE
51520 Prohibited solicitations on school premises
(9/88) 7/03

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

Adopted: August 8, 2012

King City, California

BP 5112.1 Students

Exemptions From Attendance

Each student between the ages of 6 and 18 shall be subject to compulsory full-time education. (Education Code 48200)

(cf. 5113.1 - Truancy)

However, the Superintendent or designee may grant exemptions from compulsory attendance to a student as allowed by law and in the best interest of the student. Exemptions shall not be used to remove a student from the school for disciplinary purposes.

(cf. 5111 - Admission)

(cf. 5112.2 - Exclusions from Attendance)

(cf. 5112.3 - Student Leave of Absence)

(cf. 5113.2 - Work Permits)

(cf. 5141.22 - Infectious Diseases)

(cf. 5144 - Discipline)

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

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6158 - Independent Study)

(cf. 6172.1 - Concurrent Enrollment in College Classes)

(cf. 6178.2 - Regional Occupational Center/Program)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6200 - Adult Education)

As needed, the Superintendent or designee may require a student or his/her parent/guardian to submit written documentation that the student fulfills one of the conditions specified in law and administrative regulation for which exemption is authorized.

(cf. 5125 - Student Records)

Legal Reference:

EDUCATION CODE

33190 Affidavit by persons conducting private school instruction

46100-46147 Minimum school day

46170 Minimum school day, continuation education

48200-48341 Compulsory education law

48400-48454 Compulsory continuation education

48800-48802 Attendance at community college

49110-49119 Permits to work

49130-49135 Permits to work full time

LABOR CODE

1285-1312 Employment of minors

1390-1399 Employment of minors

CODE OF REGULATIONS, TITLE 5

11522 Parental consent for exemption based on high school proficiency certificate

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, discrimination

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

CODE OF FEDERAL REGULATIONS, TITLE 34

106.40 Marital or parental status

COURT DECISIONS

Thomas v. Atascadero Unified School District, (1987) 662 F.Supp. 342

Management Resources:

WEB SITES

California Department of Education, Attendance Improvement:

<http://www.cde.ca.gov/ls/ai/>

(6/98 3/04) 7/08

AR 5112.1 Students

Exemptions From Attendance

Exemptions from Regular Education Program

A student may be exempted from full-time attendance in the district's regular education program if he/she:

1. Is being instructed in a private full-time school and the Superintendent or designee verifies that the private school has filed an affidavit pursuant to Education Code 33190 (Education Code 48222, 48223)
2. Is being instructed by a private tutor who holds a valid state credential for the grade taught, provided that the instruction consists of study and recitation for at least three hours a day for 175 days of each calendar year (Education Code 48224)
3. Holds a work permit to work temporarily in the entertainment or allied industries (Education Code 48225, 48225.5)

(cf. 5113.2 - Work Permits)

4. Holds a work permit and attends part-time classes (Education Code 48230)
5. Is between the ages of 12 and 18 and enters a school attendance area from another state within 10 days of the end of the school term, with the exemption applicable for the remainder of the term (Education Code 48231)
6. Is at least age 15 and is taking a leave of absence for up to one semester for the purpose of supervised travel, study, training, or work not available to the student under another educational option (Education Code 48232)

(cf. 5112.3 - Student Leave of Absence)

7. Attends a community college as a special full-time student on the grounds that he/she would benefit from advanced scholastic or vocational work (Education Code 48800.5)

(cf. 6172.1 - Concurrent Enrollment in College Classes)

Exemptions from Continuation Education

A student who would otherwise be subject to compulsory continuation education pursuant to Education Code 48400 or 48402 may be exempted if he/she: (Education Code 48410)

1. Has graduated from a public high school maintaining a four-year course above grade 8 or has had an equal amount of education in a private school or from a private tutor

In the case of a private school, the exemption shall be granted only if the Superintendent or designee has verified that the private school has filed an affidavit pursuant to Education Code 33190. (Education Code 48415)

2. Has successfully demonstrated proficiency equal to or greater than standards established by the California Department of Education and has verified approval submitted by his/her parent/guardian

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

3. Is attending a public or private full-time day school or satisfactory part-time classes maintained by other agencies
4. Is attending adult school for not less than four hours per calendar week

(cf. 6200 - Adult Education)

5. Is attending a regional occupational program or center pursuant to Education Code 48432

(cf. 6178.2 - Regional Occupational Center/Program)

6. Is disqualified because of his/her physical or mental condition or because of personal services that must be rendered to his/her dependents

(cf. 5141.22 - Infectious Diseases)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6158 - Independent Study)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

7. Is between the ages of 12 and 18 and enters a school attendance area from another state within 10 days of the end of the school term, with the exemption applicable for the remainder of the term pursuant to Education Code 48231

In addition, a student who is between the ages of 16 and 18 may be exempted from continuation education if he/she is taking a leave of absence for up to two semesters for the purpose of supervised travel, study, training, or work not available to the student under another educational option. (Education Code 48416)

(6/98 3/04) 7/08

BP 5131.4 Students

Student Disturbances

The Governing Board desires to provide orderly campuses that create a positive school environment and are conducive to learning. When students initiate or are involved in a campus disturbance that has the potential to threaten the safety of students or staff, the Superintendent or designee may request law enforcement assistance.

The Superintendent or designee and the principal of each school shall establish a school disturbance response plan that is intended to curb disruptions which may lead to riots, violence, or vandalism at school or at school-sponsored events. In developing each school's plan, the Superintendent or designee shall consult with local law enforcement authorities to create guidelines for law enforcement support and intervention.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 5131.5 - Vandalism and Graffiti)

Staff are encouraged to be alert to conditions at the school that may lead to racial or cultural conflict, student protests, or gang intimidation and confrontations. Staff who believe that a disturbance is imminent, or who see a disturbance occurring, shall immediately contact the principal and invoke the school disturbance response plan.

(cf. 4131 - Staff Development)

(cf. 5136 - Gangs)

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 5145.9 - Hate-Motivated Behavior)

Students who participate in a campus disturbance shall be subject to disciplinary action in accordance with Board policy and administrative regulations.

(cf. 3515 - Campus Security)

(cf. 5144 - Discipline)

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

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Legal Reference:

EDUCATION CODE

32210 Willful disturbance of public school or meeting

32211 Threatened disruption or interference with classes

32280-32288 School safety plans

35160 Authority of governing boards

38000-38005 Security patrols

44810 Willful interference with classroom conduct
44811 Disruption of classwork or extracurricular activities
48900 Grounds for suspension or expulsion
48907 Student exercise of free expression
51512 Prohibited use of electronic listening or recording device
PENAL CODE
243.5 Assault or battery on school property
403-420 Crimes against the public peace, especially:
415 Fighting; noise; offensive words
415.5 Disturbance of peace of school
416 Assembly to disturb peace; refusal to disperse
626-626.10 Crimes on school grounds
627-627.7 Access to school premises
653b Loitering about schools or public places

Management Resources:

CSBA PUBLICATIONS

911! A Manual for Schools and the Media During a Campus Crisis, 2001

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Practical Information on Crisis Planning: A Guide for Schools and Communities, May 2003

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

U.S. Department of Education, Emergency Planning:

<http://www.ed.gov/admins/lead/safety/emergencyplan>

(6/90) 7/06

BP 5131.5 Students

Vandalism And Graffiti

The Governing Board desires to enhance student learning by striving to provide an environment where students and staff can feel safe and secure and can take pride in their school. To that end, the Superintendent or designee shall develop strategies for preventing graffiti and vandalism on school grounds, including collaborating with local law enforcement and city and county officials, as appropriate, to help develop a coordinated response to graffiti and vandalism in the community.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

(cf. 5131.7 - Positive School Climate)

(cf. 5136 - Gangs)

(cf. 5138 - Conflict Resolution/Peer Mediation)

Students and staff are encouraged to report any graffiti or vandalism to the principal or designee for investigation. The principal or designee shall determine whether the incident necessitates an investigation pursuant to the district's sexual harassment, hate-motivated behavior, or nondiscrimination grievance procedure.

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

As appropriate, the principal or designee may contact local law enforcement in instances when the graffiti is repetitive, identifies particular targets or groups, identifies the perpetrator, and/or contains incitements to violence, threats, or intimidation. Photographs or other evidence of the vandalism or graffiti shall be preserved as necessary for investigation by the district or law enforcement and as evidence in any district disciplinary proceedings.

The principal or designee shall ensure that graffiti on school grounds is removed and covered as soon as possible, and if practicable before the beginning of the school day.

Any student who commits an act of vandalism or graffiti on school grounds shall be subject to disciplinary action, including, but not limited to, suspension or expulsion in accordance with Board policy and administrative regulation. If reparation for damages is not made, the district also may withhold the student's grades, diploma, and/or transcripts in accordance with law.

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 5131 - Conduct)

(cf. 5144 - Discipline)

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

Legal Reference:

EDUCATION CODE

48900 Grounds for suspension or expulsion

48904 Willful misconduct, limit of liability of parent or guardian

48904.3 Withholding grades, diplomas, or transcripts of pupils causing property damage or injury

CIVIL CODE

51.7 Right to be free from violence

52.1 Discrimination liability

1714.1 Liability of parent or guardian for act of willful misconduct by a minor

GOVERNMENT CODE

53069.5 Reward for information

PENAL CODE

594 Vandalism

594.1 Aerosol containers of paint

594.2 Intent to commit vandalism or graffiti

594.6 Vandalism or graffiti, community service

640.5 Graffiti; facilities or vehicles of governmental entity

640.6 Graffiti

CODE OF REGULATIONS, TITLE 5

305 Student responsible for care of property

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

(6/87 12/91) 7/09