

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

Wednesday, September 12, 2012

Greenfield High School Library
225 S. El Camino Real
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

Sarah Rae Shepherd -KCHS
Adam Mann - GHS

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: 6:30 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. REPORT OF CLOSED SESSION ACTIONS

D. APPROVAL OF AGENDA

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

El público puede dirigirse a la Mesa Directiva de Educación con respecto a asuntos generales o a asuntos especificados en la agenda. La persona que quiera hablar debe de pedir la forma que se le da a la comunidad pidiendo permiso antes de la junta, indicando si se desea hacer algún comentario sobre un tema de la agenda o algún otro asunto y presentarlo a la Secretaría de el Superintendente. Esta es una oportunidad de dirigirse a la Mesa Directiva de Educación cuando un asunto se esté llevando acabo. A menos que se determine de otra manera por el Administrador de el Estado, cada persona tiene un máximo de 3 minutos para hablar. Se hay muchas personas que quieran hablar sobre un asunto 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.

F. REPORT FROM STATE ADMINISTRATOR

G. STUDENT BOARD MEMBER REPORT

H. PRESENTATION

1. Presentation from the GHS FFA Students
2. Presentation from the KCHS FFA Students

I. BOARD MEMBERS COMMENTS

J. EMPLOYEE ORGANIZATIONS

K. CONSENT AGENDA

1. Approval of Minutes: August 8, 2012 (Pages 1-9)
2. Approval of Personnel Report Dated September 12, 2012 (**Daniel Moirao, Ed.D., State Administrator**)
3. Approval of 2011-12 Unaudited Actuals (**Mary Mendenhall, CBO**) (Pages 10-161)
4. Approval of KCHS Wrestling Team to Attend Overnight Tournaments (**Janet Sanchez-Matos, Principal**) (Pages 162-163)
5. Approval of the KCHS 2012-2013 FFA Calendar (**Janet Sanchez-Matos, Principal**) (Pages 164-165)
6. Approval of GHS 2012-2013 FFA Calendar (**Lisa Mazza, Principal**) (Pages 166-168)
7. Approval of KCHS Students Attending the National FFA Convention in Indianapolis the Week of October 23-27, 2012 (**Janet Sanchez-Matos, Principal**) (Pages 169)
8. Approval of Migrant Education Service Agreement for the 2012-2013 School Year (**Carolyn McCombs, Interim Director of Educational Services**) (Pages 170-173)
9. Approval of Bridgewater Contract (**Carolyn McCombs, Interim Director of Educational Services**) (Pages 174-184)
10. Approval of Contract with the Bay School for the 2012-2013 School Year (**Mary Mendenhall, CBO**) (Pages 185-235)
11. Approval of Contract with Pediatric Therapy Center (**Mary Mendenhall, CBO**) (Pages 236-279)
12. Approval of Contract with Odysseyware (**Mary Mendenhall, CBO**) (Pages 280-281)
13. Approval of Contract with MCOE, BTSa for the 2012-2013 School Year (**Daniel Moirao, Ed.D., State Administrator**) (Pages 282-285)
14. Approval of Contract with FCMAT (**Daniel Moirao, Ed.D., State Administrator**) (Pages 286-291)
15. Approval of Contract with Noli-Porter Associates for Program Improvement Coaching (**Daniel Moirao, Ed.D., State Administrator**) (Pages 292-295)

L. CONSENT ITEMS REMOVED FOR COMMENT/QUESTIONS

M. PUBLIC HEARING

1. Sufficiency of Instructional Materials for Use Starting with School Year 2012- 2013

N. INFORMATION ITEMS

1. Cash Flow Report from July 1, 2012 through August 31, 2012 (**Mary Mendenhall, CBO**) (Pages 296-298)
2. Revenue and Expenditure Report from July 1, 2012 through August 31, 2012 (**Mary Mendenhall, CBO**) (Pages 299-320)
3. Review of Governor Browns' Tax Initiative on the November Ballot (**Daniel Moirao, Ed.D., State Administrator**)
4. Board Policies (First Reading) (**Daniel Moirao, Ed.D., State Administrator**) (Pages 321-432)
 - BP 5131 – Conduct
 - BP 5131.2 - Bullying
 - BP/AR 5144.1 – Suspension and Expulsion/Due Process
 - AR 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities)
 - E 5145.6 – Parental Notifications
 - BP/AR 5145.7– Sexual Harassment
 - BP 6145 – Extracurricular and Cocurricular Activities
 - BP 6159 – Individualized Education Program
 - BP 7214 – Facilities

O. ACTION ITEMS

1. Approval of Resolution #06:12/13 Sufficiency of Instructional Materials for 2012-2013 (**Carolyn McCombs, Interim Director of Educational Services**) (Pages 433-441)
2. Approval of Resolution #07:12/13 Open Fund 56 (**Mary Mendenhall, CBO**) (Pages 442-443)
3. Approval of Resolution #08:12/13 to Establish Classified Senior Management Designation (**Daniel Moirao, Ed.D., State Administrator**) (Pages 444-445)
4. Nomination for CSBA Directors-at-Large, Asian/Pacific Islander and Hispanic (**Daniel Moirao, Ed.D., State Administrator**) (Pages 446-448)
5. Approval of Resolution #09:12/13 in Support of Proposition 30 the Schools and Local Public Safety Protection Act of 2012 (**Daniel Moirao, Ed.D., State Administrator**) (Pages 449-450)
6. Board Policy (Second Reading) (**Daniel Moriao, Ed.D., State Administrator**) (Pages 451-504)
 - 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/AR 5141.6 – School Health Services
 - BP 5145.3 - Nondiscrimination/Harassment
 - BP/AR 6178.1 – Work Based Learning
 - BP 7110 – Facilities Master Plan

P. SCHOOL REPORTS/UPDATES (Pages 505-515)

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

Q. FUTURE AGENDA ITEMS/MEETING DATES

- 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

R. SIGNING OF PAPERS

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

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

Wednesday, August 8, 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 – Excused Absence

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

STUDENT BOARD MEMBER

King City High School
Greenfield High School

OPEN SESSION:

Call to Order

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

Public Comment

There were not any comments from the public. The meeting was recessed to closed session at 5:26 P.M.

CLOSED SESSION:

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

OPEN SESSION:

Tour of KCHS Gym and Track

The Board started their tour at 6:08 P.M.

Call to Order

Mike Foster called the meeting to order at 6:32 P.M.

Flag Salute

Mike Foster led the flag salute.

Report of Closed Session Action

Mike Foster reported there was no action to report from closed session.

Approval of Agenda

Dr. Moirao approved the agenda.

Public Comment

There were not any comments from the public.

Report from State Administrator

Dr. Moirao reported day 2 of the new school year has been completed. All students were in classes, there are a few oversize classes which are being monitored. All staff returned on August 6 to attend the Professional Development Day. Dr. Moirao thanked the Board members who were able to attend, it sent a message of the Board interest in staff and direction of the district. Megan Munoz was the presenter and did an overview of the critical academic areas which will be the focus for this year. Dr. Moirao said he observed several teachers this week who were using some of the suggestions Ms. Munoz had made.

Agenda

Several temporary contracts have been issued to teachers until the class sizes are firmed up. There will be a student count the first 2 weeks of school and at the end of second and fifth period to determine if adjustments need to be made or hiring of additional staff.

The budget was built on an ADA of 1178, and is currently 1117.

A high number of students were absent at Greenfield High School today due to the funeral of a former student.

The sites are trying to arrange graduation on different days in the spring so all Board members will be able to attend both ceremonies. Instructional minutes are being reviewed to determine if the last day of school could be on a Thursday. This would allow one ceremony to be held on Friday and the other on Saturday. We are hoping to have a solid date soon, but this item does need to be negotiated with staff.

Dr. Moirao thanked Mustang Bench for the upgrade which has just been completed on the track at King City High School. He appreciates how much they have worked with the district to make sure things are done correctly. He also thanked them for donating the money to the district for the necessary repairs made on the track and for their willingness in cleaning up the stadium area for the start of school and athletic events. The area is looking very good.

Dr. Moirao said he will be having students in the art classes participate in a contest in which they will be designing a district logo. There will be a small prize given to the winning student.

Paulette Bumbalough asked if the prize would be of a monetary value. Dr. Moirao said an iPod is being considered. Ms. Bumbalough suggested using King City Chamber of Commerce dollars, when used, the money would go back to local businesses.

Dr. Moirao said the Board will be asked to wear badges when they are on any campus. The district will be providing them. Dr. Moirao said all staff in the District Office is requested to wear badges when they are on any school campus. This for security purposes, to make sure everyone knows who we are.

Paulette Bumbalough suggested Board members wear the badges for other functions they be attending outside of the district.

Dr. Moirao said he attended the Reverse Draw sponsored by Mustang Bench last week. It was a great opportunity meeting community members. Dr. Moirao said he would like to be informed of events at GHS as well so he can attend.

Dr. Moirao said he has met with Dr. Teresa Rouse, the Superintendent for the KCUSD several times. Arrangements are being made to meet with the rest of superintendents from the feeder districts.

Debra McAlahney-Dodson inquired about upcoming Board Study Sessions. Dr. Moirao said he will be asking the Board for ideas about suggestions for Study Session topics in the next Friday update.

Dr. Moirao reminded the Board to inform Shirley Laws of any Masters in Governance training sessions they still need to complete.

Dr. Moirao said he and Mary Mendenhall recently had an opportunity to attend a Finance Conference conducted by School Services of California. He said the picture is not very pretty. If the Governor's initiative is approved in November it will be flat funding, meaning we will receive the same amount we received last year. If not, there will be a significant impact which could translate into a month of less instruction. The public will not understand, if it passes, there will be \$4 million, this is not in addition, it is the amount we are entitled to.

Dr. Moirao reminded Board members to visit classrooms.

A Student Board Member has been selected for KCHS. The elections will be taking place soon to elect the GHS Student Board Member.

Debra McAlahney-Dodson recommended the community be educated regarding the November initiatives. She inquired if there are any community meetings planned. Mike Foster suggested including it next month as an agenda item for planning purposes. The comment was made we need to plan now for our future.

Board Member Comments

Paulette Bumbalough said Dr. Williard Lewallen, the new president of Hartnell, met with Dr. Moirao. Ms. Bumbalough said she also attended the Mustang Bench Reverse Draw last week and the new teacher orientation. The binders given to the teachers during orientation were very informative.

Raul Rodriguez said he would like to see the faculty and staff attend board meetings to hear what is going on. It would be good for transparency.

Raul Rodriguez said the young lady who passed away recently graduated from GHS and her mother was a former Board member. Mr. Rodriguez said he attended the Professional Development Day at GHS. He shared with staff how much they are appreciated and at the same time expressing the urgency to start moving forward and progressing. It seems there is not a lot of time left to move the district forward. He was trying to express to staff we have the talent and capabilities to do it. He thanked Dr. Moirao for his dedication.

Mr. Rodriguez said Assembly Member Alejo will be having a meeting next week. He and Senator Cannella have both sponsored a bill to reduce the interest rate the district is paying on the loan, but we need to look at a parcel tax.

Debra McAlahney-Dodson said she is inspired by the changes and feedback, and is looking forward to a great school year. She added she is also looking forward to GHS update of their website.

Ms. McAlahney-Dodson said she was pleased to hear Dr. Moirao is meeting with the feeder districts; she appreciates his effort and likes what is happening.

Mike Foster said he was able to attend a portion of the new teacher orientation and was pleased with the information which was provided. He also attended the Professional Development Day at GHS and felt it was very informative; staff seemed to be engaged and enjoyed being there. The PLC portion was excellent. In the past it seemed we did not have a shared vision, it is now different. Mr. Foster felt we would have a lot of information to give back to FCMAT when they visit us in October. He is looking forward attending more sessions.

Mike Foster commented, during the last FCMAT, visit they commented Board members had not completed the required Masters in Governance Training. Board members have now attended the majority of the sessions. He encouraged each member to register for the additional training which they have not yet completed. When FCMAT makes their visit in October, we may not have completed all sessions, but would be able to show the team we are registered.

Mike Foster asked Board members to meet with the site administrators after this meeting to set up visitation dates. Mr. Foster said the goal is to have all Board members in each classroom this school year.

Mr. Foster said maintenance has done an outstanding job on all of the campuses. He is aware of the limited staff and suggested this may be an opportunity to get word out to the community

to assist in areas staff may not be able to attend. He is aware there are individuals who want to be involved.

Dr. Moirao handed out the "Bring on the Pride" card to Board members. The cards were distributed to all staff on Professional Development Day.

Paulette Bumbalough suggested approaching Rotary asking for mouse pads with the "Bring on the Pride" theme printed on them. She felt the organization would support this if asked.

Employee Organizations

There were not any comments from the employee organizations.

CONSENT AGENDA

1. Approval of Minutes: June 27, 2012 and July 19, 2012
2. Approval of Personnel Report Dated August 8, 2012
3. Approval of Contract with Lincoln Hatch
4. Approval of Agreement for Services with MCOE for Hearing Testing for the 2012-2013 School Year
5. Approval of Agreement with Preferred Meals
6. Approval of Agreement with Central Coast Systems for Testing and Service
7. Approval of Agreement with Central Coast Systems Alarm System Monitoring
8. Approval of Agreement with Monterey Peninsula USD for Services to Special Ed Students
9. Approval of Goodfellow Occupational Therapy Contract

Consent Items Removed for Comment/Questions

Board members requested items 3, 4, 5, 6, 7, 8, and 9 pulled for further discussion.

Dr. Moirao approved items 1 and 2.

Mike Foster asked if there was a change in the contract with Lincoln Hatch from last year. Dr. Moirao responded no. Mr. Foster commented it appears the contract should cover from July 2012 to June 2013.

Paulette Bumbalough asked if the hearing test were for all students. The response was yes for the Special Ed and 10th grade students. The question was asked what the cost was to the district. Dr. Moirao said this is mandated. Mary Mendenhall said she would provide the information to the Board.

The question was asked if the Central Coast Systems agreements are new for this year and are the contract for 1 or 2 years. Mary Mendenhall responded the monitoring and testing of the fire alarm systems is a 3 year agreement at King City High School. Dr. Moirao said this is required; the company comes out quarterly and tests 20% of the equipment.

The question was asked regarding the agreement with Monterey Peninsula USD if the service was for one student. The response was yes, if there were additional students the cost would remain the same (\$150,000). The costs are covered by Special Ed Funds. Dr. Moirao said the Director of Special Education is aware of the costs and only places students in this facility if there are no other options.

Paulette Bumbalough inquired how many students are using the services from Goodfellow Occupational Therapy. Mary Mendenhall responded 10 students are currently receiving the services and 2 more are being evaluated.

Mike Foster asked if we know what the encroachment will be with the agreement from Preferred Meals. Mary Mendenhall said they have met with the representative from Preferred Meals; no encroachment has been projected for this school year. There were some issues last year and students

were not familiar with the menu. Ordering will now be done 2 months in advance and training is being provided. The new federal guidelines are very strict starting this year. We are now mandated to offer certain food colors to be served over a week.

Dr. Moiro approved the remainder of the consent items.

INFORMATION ITEMS

Cash Flow Report from July 1, 2011 through June 30, 2012

Mary Mendenhall said cash flow is a problem with a lot of school districts. We are fortunate in the fact we have applied for a deferred waiver and received it. The waivers we have applied for are reflected in the budget. Deferrals are made in March and June. We will be doing transfers from loan monies. The budget will be very tight this year; we are keeping a close eye on the budget during the course of the year. Both she and Dr. Moirao are meeting with the site administrators regarding their budgets and are being very rigid on advising them they must adhere to their budgets. We are trying to be smarter with the categorical monies. Dr. Moirao said, in the past, we may not have been utilizing these monies as wisely as we may have. For instance, we need to make sure only ELD students are in those class otherwise we cannot charge categorical funds. Mary Mendenhall said we need to use as much of the restricted monies as we can.

Mike Foster asked if we are aware of the number of other districts who have a negative certification. Mary Mendenhall said she could get that information.

Revenue and Expenditure Report from July 1, 2011 through June 30, 2012

Mary Mendenhall said we were on target for the year.

Update of Williams Quarterly Report

John Sims said this is the 4th quarter report as of April 2012. These items have been carried over from the FIT report. Most of the big ticket items have not been completed due to cost.

Paulette Bumbalough inquired how much time is needed to complete those items. John Sims said as a result of the state and the funding, these Williams repairs will have to be distributed over time.

Dr. Moirao said we are in a catch 22, we are aware the repairs need to be made, but do not have the funding. Dr. Moirao added, any issues dealing with safety are being taken care of. The money comes out of the general fund. Dr. Moirao said the state allows districts to include the deferred maintenance monies in the general fund.

Mike Foster asked if any items will be removed from the list as a result of the remodeling which has just taken place at the KCHS gym. Mr. Sims responded yes. He added the better lockers which have been removed from the girls' locker room will be used to replace those needing to be replaced in the boys locker room.

Paulette Bumbalough inquired if some of the remaining items the community could assist in fixing. Dr. Moirao responded yes.

John Sims said the key would be in the coordination of the project. We would need to work together as a district and community. Debra McAlahney-Dodson said we need to keep in mind the agreement with the bargaining units.

Dr. Moirao said as a result of Mr. Sims' work and attention to the modernization we were able to save money and got some additional things. He said this would not have happened if Mr. Sims had not monitored the process. Dr. Moirao also acknowledged the summer custodial and maintenance staff for all of the work they accomplished over the summer.

Board Policies (First Reading)

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

Dr. Moirao said we continue to update our policies. These policies are presented as a first reading.

ACTION ITEMS

Approval of Consolidated Application Spring Release 2012-13

Mary Mendenhall said the report has been submitted to the state. The name of the consolidated application is now being referred to as fall and spring. This is a change from Part I and Part II which had been referenced to in the past. Our report was late in being submitted, this occurred as a result of the state and the new software. Two schools will be receiving funding from the application.

Dr. Moirao approved the Consolidated Application spring release.

Approval of Resolution #03:12/13 Designation of Authorized Agent to Sign School Orders

Mary Mendenhall said there have been several occasions when checks needed to be issued but one of the two individuals who were authorized to sign was not available. The request is being made to add Claudia Arellano, Human Resources Administrator to the list. Once a Director of Educational Services is hired that person would be the third authorized signature. This type of resolution has been used for this purpose in the last several years. Ms. Mendenhall said she is authorized to sign district documents, excluding checks.

Dr. Moirao approved Resolution #03:12/13.

Approval of Resolution #04:12/13 Revision to Joint Powers Agreement for the Monterey County Schools Insurance Group

Dr. Moirao said this is an agreement which we have with our current insurance group. There has been an increase employees will be paying for coverage; therefore, this will be affecting employee pay check.

Dr. Moirao approved Resolution #04:12/13.

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

Dr. Moirao said this will finalize the process for the elimination of the Student Services Coordinator. As of August 14, 2012 this position will no longer exist.

Dr. Moirao approved Resolution #05:12/13.

Board Policy (Second 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

Debra McAlahney-Dodson suggested adding to Political Activities of Employees AR 4119.25, 4219.25, and 4319.25 "email" in the 4th paragraph which references employee organizations shall not use district funds, services, supplies, or equipment, such as the district mail system. Dr. Moirao said it is implied, but it can be added.

Debra McAlahney-Dodson suggested on the Vandalism and Graffiti BP 5131.5 policy in the second paragraph which references students and staff are encouraged to report any graffiti or vandalism, change it to reflect staff are mandated to report, or staff shall report.

Mike Foster suggested a better way the sentence may read is students and staff should be responsible to report graffiti or students are encouraged and staff is expected to report.

Dr. Moriao said he would come up with better language.

Debra McAlahney-Dodson inquired if it was worth a study session to review the back up safety plan. on board policy 5131.4, Student Disturbance. It is important everyone is aware of the procedures which should be followed and who is responsible for what. Dr. Moirao responded yes.

The comment was made Chief Griebmier has offered to assist the district with the plan.

Dr. Moirao said BP 5131.5 would be pulled for wording changes and bring back.

Dr. Moirao approved all of the other policies.

SCHOOL REPORTS/UPDATES

King City High School

Janet Sanchez-Matos, Principal, announced she had the AP results for 2011-12 school year. They exceeded expectations.

She introduced David Croy as the new Assistant Principal at KCHS.

30 staff members participated in the PLC training.

She acknowledged John Sims, Director of MOTF and his custodial and maintenance staff as well as Christina Jimenez, Director of Technology, and her staff for all of their hard work during the summer and making all of the requested changes happens.

Ms. Sanchez-Matos acknowledged Dr. Moirao for his leadership in the PLC training. She said this is the first time the teaching strategies has come from the top down. She felt the information given on Professional Development Day on Monday helped bridge all staff.

She acknowledged Mustang Bench for their assistance and contributions to the high school and working within the district guidelines. She also thanked the Young Farmers for the excellent lunch on Monday.

Members of Mustang Bench came on several weekends to assist in the clean-up of the stadium area as well as assisting staff and students during the enrollment process. Over \$90,000 was raised at the Mustang Bench reverse draw last week.

She has made several Sunday visits to St. Johns attending their church service and introduced herself and encouraged parent involvement at KCHS. She is hoping to close that gap and welcome parents to the high school.

On August 15 there will be a blue and white Mustang Rally, she invited Board members to attend the event.

Greenfield High School

Lisa Mazza, principal, thanked everyone for all of their assistance and work for the students and the community.

They had a smooth opening of school. She was impressed with students and their good behavior. Leadership is working on club rush. Club advisors and members will have booths for their particular club so students will have an opportunity to receive information of what is available from the different clubs.

There will be a football jamboree on August 24 and 25. She said keeping students involved helps increase participation in academics.

Rite-Aide in Greenfield will start selling GHS logo items. They are working through Ohio Pyle Prints Inc., a percentage of the sales goes to the high school.

Ms. Mazza said responsibilities have been delineated between she and Bruce Corbett.

Teachers and students are dedicated and she feels it will be a positive school year. They are gearing up for the Williams visit which will be taking place on Tuesday, August 14.

The faculty and staff have made her feel welcomed. They have formed a rotation of Professional Learning Communities; the focus is continuing school improvement. Their WASC 3 year review and visit will be coming up next year. She invited Board members to attend any of their collaboration days. She added Board members are always welcomed to visit GHS.

Alternative Education Programs

Bruce Corbett, principal for Alternative Education said their classes are very full; assessments are being made on each referral. There will be a number of students returning back to their respective sites soon.

Portola-Butler Continuation High School at the Greenfield campus has one full time teacher and one long term sub. At King City there are two full time teachers. He is very pleased with the staff.

They do have Independent Study students, but are primarily taking only students who have health issues in that program.

It has been somewhat of a challenge to have office coverage in both Greenfield and King City, there will be a rotation of staff to make sure there is someone at each location. The faculty is cooperating with coverage on both campuses.

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

Dr. Moirao said he will be working with Mike Foster regarding the study sessions.

Mike Foster said Wednesday's are good days for him for study sessions.

Paulette Bumbalough said she is concerned about the Credit Recovery Program. She would like to have a better understanding of the program to make sure we are doing justice to students. She suggested this be an agenda item.

Signing of Papers

Dr. Moirao signed appropriate papers.

Adjournment

Mike Foster adjourned the meeting at 7:56 P.M.

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

Date

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

SUBJECT: 2011-2012 Unaudited Actuals

MEETING: September 12, 2012

AGENDA SECTION:

ACTION

INFORMATION

X 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 2011-12 Unaudited Actuals Report is the district's final budget report for the 2011-12 year until the Annual Financial Report, or audit, is presented in December. The Unaudited Actuals Report shows the final revenues and expenditures for the district for the fiscal year.

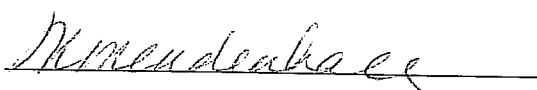
Recommendation:

Approve the 2011-12 Unaudited Actuals

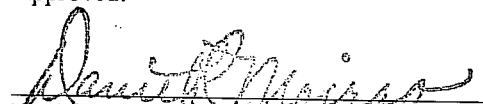
Fiscal Impact:

None

Submitted By:



Approved:


Daniel R. Moirao Ed. D
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

2011-12

UNAUDITED ACTUALS

EXECUTIVE SUMMARY

PRESENTED

SEPTEMBER 12, 2012

FUND BALANCE

The district is ending the 2011-12 fiscal year with a fund balance of \$2,925,192 in the General Fund. Of this total \$2,126,290 is unrestricted and \$798,902 is restricted. Without the loan draw of \$2,000,000 the unrestricted ending fund balance would be \$925,192. The overall structural deficit in the General Fund for 2011-12 is \$1,204,143. In 2010-11 the structural deficit was \$1,754,890. Although great strides have been made in reducing this deficit, there is a long way to go to eradicate it.

OTHER FINANCING SOURCES/USES

The district drew another \$2,000,000 from the loan. The ending cash balance in the General Fund must remain under \$700,000 at the end of each fiscal year to ensure that the lease bonds remain tax exempt. This year's ending General Fund cash balance was \$314,753.54. \$145,989 was transferred to the Cafeteria Fund to cover its cash and fund balance shortfall for 2011-12. In 2010-11 \$346,430.69 was transferred to cover the Cafeteria Fund shortfall.

CONTRIBUTIONS TO RESTRICTED PROGRAMS

Contributions are made each year to certain restricted categorical programs that are not self-sufficient. For the 2011-12 year those contributions were:

Special Education	\$ 933,038
Transportation	\$ 99,343
Routine Repair/Maintenance	\$ 246,247
Title IV Part 2	<u>\$ 6,704</u>
	\$1,285,237

FLEXIBILITY PROGRAMS

The district has \$1,957,888 in flexibility funding. Of this amount the district uses \$315,038 for expenditures as were required when the funds were restricted. Should the Legislature make the flexibility funds restricted in the future which in turn would require they be used as intended, the district would need to make reductions of approximately \$1,642,850 to the unrestricted general operating budget.

REVISED MULTI-YEAR PROJECTION

Below is a summary of the revised multiyear projection based on the ending fund balance of 2011-12 brought forward as the Beginning Fund balance for 2012-13.

	2012-13 Unrestricted	2012-13 Restricted	2013-14 Unrestricted	2013-14 Restricted	2014-15 Unrestricted	2014-15 Restricted
Beginning Balance	2,126,290	798,902	1,416,382	792,099	437,294	850,658
Revenues	11,931,313	3,873,756	11,638,273	3,928,604	10,889,622	3,992,313
Expenditures	12,641,221	3,880,559	12,617,361	3,870,045	12,704,642	3,926,448
Ending Fund Balance	1,416,382	792,099	437,294	850,658	-1,377,726	916,523

NEXT STEPS

Included in the multi-year projections are the mid-year cuts that will happen if the governor's proposed tax initiative is not passed in the upcoming November election. This would mean approximately \$790,000 in additional reductions for South Monterey County Joint Union High School District. Over the next couple of months staff will prepare a list that will need to be prioritized in preparation for these reductions.

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2011-12 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: _____

To the Superintendent of Public Instruction:

2011-12 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed _____
County Superintendent/Designee
(Original signature required)

Date: _____

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

For School District:

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SELECTION OF BUDGET ADOPTION CYCLE:

Pursuant to Education Code Section 42127(i), this school district elects to use the following budget adoption cycle for the 2013-14 budget year:

(S) Budget Adoption Cycle ('D' for Dual or 'S' for Single)

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	58.28%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$0.00
CORR	Total Cost for Adults in Correctional Facilities If the amount received for this program exceeds actual costs, the next apportionment is subject to reduction (EC 1909, 41841.5, and the Budget Act).	
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your appropriations limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	\$0.00
	Adjusted Appropriations Limit	\$12,739,373.30
	Appropriations Subject to Limit These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	\$11,355,486.12
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2013-14, subject to CDE approval.	3.56%
NCMOE	No Child Left Behind (NCLB) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2013-14 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met
TRAN	Approved Transportation Expense - Home-to-School	\$436,882.57
	Approved Transportation Expense - SD/OI For each of these programs, if the amount received exceeds actual costs, the next apportionment is subject to reduction (EC 41851.5(c)).	\$0.00

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals			2012-13 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) Revenue Limit Sources		8010-8099	10,725,228.99	339,264.00	11,064,492.99	10,137,028.00	0.00	10,137,028.00	-8.4%
2) Federal Revenue		8100-8299	8,822.13	1,284,690.34	1,293,512.47	0.00	1,252,896.00	1,252,896.00	-3.1%
3) Other State Revenue		8300-8599	2,078,149.36	723,784.12	2,801,933.48	1,894,999.00	695,766.00	2,590,765.00	-7.5%
4) Other Local Revenue		8600-8799	187,901.66	861,889.47	1,049,791.13	70,600.00	582,700.00	653,300.00	-37.8%
5) TOTAL, REVENUES			13,000,102.14	3,209,627.93	16,209,730.07	12,102,627.00	2,531,362.00	14,633,989.00	-9.7%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	6,195,972.27	1,430,769.16	7,626,741.43	5,647,858.56	1,233,151.20	6,881,009.76	-9.8%
2) Classified Salaries		2000-2999	1,631,332.43	720,960.15	2,352,292.58	1,605,289.72	508,487.00	2,113,776.72	-10.1%
3) Employee Benefits		3000-3999	2,488,868.89	701,105.44	3,189,974.33	2,440,707.87	640,126.34	3,080,834.21	-3.4%
4) Books and Supplies		4000-4999	249,537.86	400,599.32	650,137.18	312,018.00	856,293.87	1,168,311.87	79.7%
5) Services and Other Operating Expenditures		5000-5999	1,370,338.44	871,989.32	2,242,327.76	1,394,148.00	615,786.85	2,009,934.85	-10.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299							
		7400-7499	1,034,183.15	318,216.48	1,352,399.63	1,278,834.00	350,000.00	1,628,834.00	20.4%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(38,311.50)	36,311.50	0.00	(30,675.00)	30,675.00	0.00	0.0%
9) TOTAL, EXPENDITURES			12,931,921.54	4,481,951.37	17,413,872.91	12,648,181.15	4,234,520.26	16,882,701.41	-3.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			68,180.60	(1,272,323.44)	(1,204,142.84)	(545,554.15)	(1,703,158.26)	(2,248,712.41)	86.7%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	4,001,032.95	0.00	4,001,032.95	1,500,000.00	0.00	1,500,000.00	-62.5%
b) Transfers Out		7600-7629	2,147,022.32	0.00	2,147,022.32	0.00	0.00	0.00	-100.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(1,282,404.68)	1,282,404.68	0.00	(1,671,314.00)	1,671,314.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			571,605.95	1,282,404.68	1,854,010.63	(171,314.00)	1,671,314.00	1,500,000.00	-19.1%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals			2012-13 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			639,786.55	10,081.24	649,867.79	(716,868.15)	(31,844.26)	(748,712.41)	-215.2%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	842,000.15	788,820.94	1,630,821.09	2,126,290.09	798,902.18	2,925,192.27	79.4%
b) Audit Adjustments		9793	644,503.39	0.00	644,503.39	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			1,486,503.54	788,820.94	2,275,324.48	2,126,290.09	798,902.18	2,925,192.27	28.6%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,486,503.54	788,820.94	2,275,324.48	2,126,290.09	798,902.18	2,925,192.27	28.6%
2) Ending Balance, June 30 (E + F1e)			2,126,290.09	798,902.18	2,925,192.27	1,409,421.94	767,057.92	2,176,479.86	-25.6%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	6,000.00	0.00	6,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	0.00	0.00	0.00	6,000.00	0.00	6,000.00	New
Prepaid Expenditures		9713	9,083.70	0.00	9,083.70	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted			0.00	798,902.36	798,902.36	0.00	784,303.10	784,303.10	-1.8%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	1,723,206.39	0.00	1,723,206.39	1,015,421.94	0.00	1,015,421.94	-41.1%
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	388,000.00	0.00	388,000.00	388,000.00	0.00	388,000.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	(0.18)	(0.18)	0.00	(17,245.18)	(17,245.18)	#####

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals			2012-13 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	(378,356.49)	772,784.29	394,427.80				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Fund		9130	6,000.00	0.00	6,000.00				
d) with Fiscal Agent		9135	893,899.75	0.00	893,899.75				
e) collections awaiting deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	1,799,523.52	299,203.38	2,098,726.90				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	38,410.63	0.00	38,410.63				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	9,083.70	0.00	9,083.70				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Fixed Assets		9400							
10) TOTAL, ASSETS			2,368,561.11	1,071,987.67	3,440,548.78				
H. LIABILITIES									
1) Accounts Payable		9500	220,571.30	221,751.86	442,323.16				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	21,699.72	0.00	21,699.72				
4) Current Loans		9640	0.00	0.00	0.00				
5) Deferred Revenue		9650	0.00	51,333.63	51,333.63				
6) Long-Term Liabilities		9660							
7) TOTAL, LIABILITIES			242,271.02	273,085.49	515,356.51				
FUND EQUITY									
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			2,126,290.09	796,902.18	2,925,192.27				

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals			2012-13 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
REVENUE LIMIT SOURCES									
Principal Apportionment State Aid - Current Year		8011	6,357,282.00	0.00	6,357,282.00	5,317,067.00	0.00	5,317,067.00	-16.4%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	343,284.18	0.00	343,284.18	0.00	0.00	0.00	-100.0%
Tax Relief Subventions Homeowners' Exemptions		8021	27,922.86	0.00	27,922.86	26,000.00	0.00	26,000.00	-6.9%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	4,040,828.01	0.00	4,040,828.01	4,397,809.00	0.00	4,397,809.00	8.8%
Unsecured Roll Taxes		8042	166,754.23	0.00	166,754.23	165,000.00	0.00	165,000.00	-2.2%
Prior Years' Taxes		8043	146,783.93	0.00	146,783.93	160,000.00	0.00	160,000.00	9.0%
Supplemental Taxes		8044	56,331.17	0.00	56,331.17	25,000.00	0.00	25,000.00	-55.6%
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	34,677.87	0.00	34,677.87	28,309.00	0.00	28,309.00	-18.4%
Penalties and Interest from Delinquent Taxes		8048	26,283.53	0.00	26,283.53	0.00	0.00	0.00	-100.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, Revenue Limit Sources			11,202,147.78	0.00	11,202,147.78	10,119,185.00	0.00	10,119,185.00	-9.7%
Revenue Limit Transfers									
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	(339,264.00)		(339,264.00)	0.00		0.00	-100.0%
Continuation Education ADA Transfer	2200	8091		0.00	0.00		0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091		0.00	0.00		0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091		339,264.00	339,264.00		0.00	0.00	-100.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	39,023.21	0.00	39,023.21	17,843.00	0.00	17,843.00	-54.3%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(176,678.00)	0.00	(176,678.00)	0.00	0.00	0.00	-100.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			10,725,228.99	339,264.00	11,064,492.99	10,137,028.00	0.00	10,137,028.00	-8.4%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	347,951.07	347,951.07	0.00	389,076.00	389,076.00	11.8%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	2,468.15	0.00	2,468.15	0.00	0.00	0.00	-100.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CLB/ASA	3000-3009, 3011-3024, 3026-3299, 4000-4034, 4036-4139, 4202, 4204-4215, 5510	8290		431,529.34	431,529.34		0.00	0.00	-100.0%
CLB: Title I, Part A, Basic Grants Low-income and Neglected	3010	8290		270,185.94	270,185.94		545,547.00	545,547.00	101.9%
CLB: Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
CLB: Title II, Part A, Teacher Quality	4035	8290		55,342.15	55,342.15		183,715.00	183,715.00	232.0%
CLB: Title III, Immigrant Education Program	4201	8290		647.66	647.66		6,600.00	6,600.00	1227.9%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals			2012-13 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290		117,600.57	117,600.57		71,000.00	71,000.00	-39.6%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290		61,433.61	61,433.61		54,958.00	54,958.00	-10.5%
Safe and Drug Free Schools	3700-3799	8290		0.00	0.00		0.00	0.00	0.0%
Other Federal Revenue	All Other	8290	6,353.98	0.00	6,353.98	0.00	0.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			6,822.13	1,284,690.34	1,293,512.47	0.00	1,252,896.00	1,252,896.00	-3.1%
OTHER STATE REVENUE									
Other State Apportionments									
Community Day School Additional Funding									
Current Year	2430	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	2430	8319		0.00	0.00		0.00	0.00	0.0%
ROC/IEP Entitlement									
Current Year	6355-6360	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6355-6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
Home-to-School Transportation	7230	8311		289,930.00	289,930.00		287,792.00	287,792.00	-0.7%
Economic Impact Aid	7090-7091	8311		344,458.93	344,458.93		345,035.00	345,035.00	0.2%
Spec. Ed. Transportation	7240	8311		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	69,361.00	0.00	69,361.00	0.00	0.00	0.00	-100.0%
Lottery - Unrestricted and Instructional Materials		8560	256,078.62	29,862.43	285,941.05	241,374.00	42,275.00	283,649.00	-0.8%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590		0.00	0.00		0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590		0.00	0.00		0.00	0.00	0.0%
Healthy Start	6240	8590		0.00	0.00		0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590		0.00	0.00		0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,752,709.74	59,532.76	1,812,242.50	1,653,625.00	20,664.00	1,674,289.00	-7.6%
TOTAL, OTHER STATE REVENUE			2,078,149.36	723,784.12	2,801,933.48	1,894,999.00	695,766.00	2,590,765.00	-7.5%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals			2012-13 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to RL Deduction		8625	45,409.59	0.00	45,409.59	26,700.00	0.00	26,700.00	-41.2%
Penalties and Interest from									
Delinquent Non-Revenue									
Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	27,148.28	0.00	27,148.28	22,000.00	0.00	22,000.00	-19.0%
Interest		8660	10,947.57	128.09	11,075.66	5,200.00	200.00	5,400.00	-51.2%
Net Increase (Decrease) in the Fair Value									
of Investments		8662	2,150.51	(108.17)	2,042.34	0.00	0.00	0.00	-100.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Services	7230, 7240	8677		0.00	0.00		0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	28,656.97	28,656.97	0.00	0.00	0.00	-100.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Misc Funds Non-Revenue									
Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From									
Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	102,245.71	261,537.58	363,783.29	16,700.00	82,500.00	99,200.00	-72.7%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		571,675.00	571,675.00		500,000.00	500,000.00	-12.5%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			187,901.66	861,889.47	1,049,791.13	70,600.00	582,700.00	653,300.00	-37.8%
TOTAL, REVENUES			13,000,102.14	3,209,627.93	16,209,730.07	12,102,627.00	2,531,362.00	14,633,989.00	-9.7%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals			2012-13 Budget			
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	5,274,414.32	1,069,197.81	6,343,612.13	4,633,627.56	1,074,684.20	5,708,311.76	-10.0%
Certificated Pupil Support Salaries		1200	20,600.52	244,002.03	264,602.55	180,601.00	82,402.00	263,003.00	-0.6%
Certificated Supervisors' and Administrators' Salaries		1300	828,562.44	75,464.32	904,026.76	785,130.00	74,065.00	859,195.00	-5.0%
Other Certificated Salaries		1900	72,394.99	42,105.00	114,499.99	48,500.00	2,000.00	50,500.00	-55.9%
TOTAL, CERTIFICATED SALARIES			6,195,972.27	1,430,769.16	7,626,741.43	5,647,858.56	1,233,151.20	6,881,009.76	-9.8%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	8,518.24	323,141.53	331,659.77	21,191.20	230,846.00	252,037.20	-24.0%
Classified Support Salaries		2200	647,244.46	272,875.79	920,120.25	628,098.52	206,031.00	834,129.52	-9.3%
Classified Supervisors' and Administrators' Salaries		2300	436,424.15	61,439.09	497,863.24	438,187.00	51,152.00	489,339.00	-1.7%
Clerical, Technical and Office Salaries		2400	438,151.06	63,503.74	501,654.80	388,313.00	20,458.00	408,771.00	-18.5%
Other Classified Salaries		2900	100,994.52	0.00	100,994.52	129,500.00	0.00	129,500.00	28.2%
TOTAL, CLASSIFIED SALARIES			1,631,332.43	720,960.15	2,352,292.58	1,605,289.72	508,487.00	2,113,776.72	-10.1%
EMPLOYEE BENEFITS									
STRS		3101-3102	478,382.65	117,670.70	596,053.35	467,180.62	106,796.90	573,977.52	-3.7%
PERS		3201-3202	155,585.71	74,860.52	230,446.23	181,604.00	56,671.00	238,275.00	3.4%
OASDI/Medicare/Alternative		3301-3302	202,105.76	75,536.59	277,642.35	219,039.00	56,178.85	275,217.85	-0.9%
Health and Welfare Benefits		3401-3402	977,558.13	337,382.22	1,314,940.35	1,040,295.25	358,665.50	1,398,960.75	6.4%
Unemployment Insurance		3501-3502	132,713.82	34,478.16	167,191.98	84,592.00	19,307.42	103,899.42	-37.9%
Workers' Compensation		3601-3602	186,874.34	52,392.54	239,266.88	160,906.00	38,154.67	199,060.67	-16.8%
OPEB, Allocated		3701-3702	108,834.77	0.00	108,834.77	123,600.00	0.00	123,600.00	13.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction		3801-3802	30,238.50	8,784.71	39,023.21	13,491.00	4,352.00	17,843.00	-54.3%
Other Employee Benefits		3901-3902	216,575.21	0.00	216,575.21	150,000.00	0.00	150,000.00	-30.7%
TOTAL, EMPLOYEE BENEFITS			2,488,868.89	701,105.44	3,189,974.33	2,440,707.87	640,126.34	3,080,834.21	-3.4%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	0.00	46,091.44	46,091.44	500.00	147,816.00	148,316.00	221.8%
Books and Other Reference Materials		4200	4,979.68	33,374.05	38,353.73	3,600.00	9,753.63	13,353.63	-65.2%
Materials and Supplies		4300	221,468.19	286,821.32	508,289.51	259,048.00	664,436.24	923,484.24	81.7%
Noncapitalized Equipment		4400	23,089.99	34,312.51	57,402.50	48,870.00	34,288.00	83,158.00	44.9%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			249,537.86	400,599.32	650,137.18	312,018.00	656,293.87	1,168,311.87	79.7%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	168,187.51	168,187.51	0.00	200,000.00	200,000.00	18.9%
Travel and Conferences		5200	38,934.12	42,434.64	81,368.76	30,299.00	80,511.00	110,810.00	36.2%
Dues and Memberships		5300	24,487.53	102.00	24,589.53	27,313.00	0.00	27,313.00	11.1%
Insurance		5400 - 5450	119,786.00	10,722.75	130,508.75	120,000.00	11,000.00	131,000.00	0.4%
Operations and Housekeeping Services		5500	408,410.69	0.00	408,410.69	416,641.00	0.00	416,641.00	2.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	105,118.17	64,136.48	169,254.65	106,026.00	57,050.00	163,076.00	-3.7%
Transfers of Direct Costs		5710	21,002.51	(21,002.51)	0.00	21,200.00	(21,200.00)	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Other Operating Expenditures		5800	621,918.28	604,340.90	1,226,259.18	627,479.00	286,655.85	914,134.85	-25.5%
Communications		5900	30,681.14	3,067.55	33,748.69	45,190.00	1,770.00	46,960.00	39.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,370,338.44	871,989.32	2,242,327.76	1,394,148.00	615,786.85	2,009,934.85	-10.4%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals			2012-13 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	13,930.00	0.00	13,930.00	13,930.00	0.00	13,930.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	318,216.48	318,216.48	0.00	350,000.00	350,000.00	10.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments All Other		7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7261-7283	13,172.58	0.00	13,172.58	27,560.00	0.00	27,560.00	109.2%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	724,684.58	0.00	724,684.58	717,344.00	0.00	717,344.00	-1.0%
Other Debt Service - Principal		7439	282,395.99	0.00	282,395.99	520,000.00	0.00	520,000.00	84.1%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,034,183.15	318,216.48	1,352,399.63	1,278,834.00	350,000.00	1,628,834.00	20.4%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(38,311.50)	38,311.50	0.00	(30,675.00)	30,675.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(38,311.50)	38,311.50	0.00	(30,675.00)	30,675.00	0.00	0.0%
TOTAL, EXPENDITURES			12,931,921.54	4,481,951.37	17,413,872.91	12,648,181.15	4,234,520.26	16,882,701.41	-3.1%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals			2012-13 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	4,001,032.95	0.00	4,001,032.95	1,500,000.00	0.00	1,500,000.00	-62.5%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			4,001,032.95	0.00	4,001,032.95	1,500,000.00	0.00	1,500,000.00	-62.5%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	2,001,032.95	0.00	2,001,032.95	0.00	0.00	0.00	-100.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	145,989.37	0.00	145,989.37	0.00	0.00	0.00	-100.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			2,147,022.32	0.00	2,147,022.32	0.00	0.00	0.00	-100.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(1,282,404.68)	1,282,404.68	0.00	(1,671,314.00)	1,671,314.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(1,282,404.68)	1,282,404.68	0.00	(1,671,314.00)	1,671,314.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES									
(a - b + c - d + e)			571,605.95	1,282,404.68	1,854,010.63	(171,314.00)	1,671,314.00	1,500,000.00	-19.1%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals			2012-13 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) Revenue Limit Sources		8010-8099	10,725,228.99	339,264.00	11,064,492.99	10,137,028.00	0.00	10,137,028.00	-9.8%
2) Federal Revenue		8100-8299	8,822.13	1,284,690.34	1,293,512.47	0.00	1,252,896.00	1,252,896.00	-3.1%
3) Other State Revenue		8300-8599	2,078,149.36	723,784.12	2,801,933.48	1,894,999.00	695,766.00	2,590,765.00	-7.5%
4) Other Local Revenue		8600-8799	187,901.66	861,889.47	1,049,791.13	70,600.00	582,700.00	653,300.00	-37.8%
5) TOTAL, REVENUES			13,000,102.14	3,209,627.93	16,209,730.07	12,102,627.00	2,531,362.00	14,633,989.00	-10.7%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		7,128,920.91	2,420,177.93	9,549,098.84	6,252,142.63	2,732,494.50	8,984,637.13	-5.9%
2) Instruction - Related Services	2000-2999		1,376,551.47	187,581.66	1,564,133.13	1,311,398.00	253,328.76	1,564,726.76	0.0%
3) Pupil Services	3000-3999		400,661.05	1,020,827.98	1,421,489.03	606,865.00	609,372.80	1,216,237.80	-14.4%
4) Ancillary Services	4000-4999		354,526.93	234,473.75	589,000.68	367,046.00	0.00	367,046.00	-37.7%
5) Community Services	5000-5999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		1,340,604.90	54,426.60	1,395,031.50	1,458,940.00	30,675.20	1,489,615.20	6.8%
8) Plant Services	8000-8999		1,296,473.13	246,246.97	1,542,720.10	1,372,955.52	258,649.00	1,631,604.52	5.8%
9) Other Outgo	9000-9999	Except 7600-7699	1,034,183.15	318,216.48	1,352,399.63	1,278,834.00	350,000.00	1,628,834.00	20.4%
10) TOTAL, EXPENDITURES			12,931,921.54	4,481,951.37	17,413,872.91	12,648,181.15	4,234,520.26	16,882,701.41	-3.1%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			68,180.60	(1,272,323.44)	(1,204,142.84)	(545,554.15)	(1,703,158.26)	(2,248,712.41)	86.7%
OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	4,001,032.95	0.00	4,001,032.95	1,500,000.00	0.00	1,500,000.00	-62.5%
b) Transfers Out		7600-7629	2,147,022.32	0.00	2,147,022.32	0.00	0.00	0.00	-100.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions									
		8980-8999	(1,282,404.68)	1,282,404.68	0.00	(1,671,314.00)	1,671,314.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			571,605.95	1,282,404.68	1,854,010.63	(171,314.00)	1,671,314.00	1,500,000.00	-19.1%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals			2012-13 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)									
			639,786.55	10,081.24	649,867.79	(716,868.15)	(31,844.26)	(748,712.41)	-215.2%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	842,000.15	788,820.94	1,630,821.09	2,126,290.09	798,902.18	2,925,192.27	79.4%
b) Audit Adjustments		9793	644,503.39	0.00	644,503.39	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			1,486,503.54	788,820.94	2,275,324.48	2,126,290.09	798,902.18	2,925,192.27	28.6%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,486,503.54	788,820.94	2,275,324.48	2,126,290.09	798,902.18	2,925,192.27	28.6%
2) Ending Balance, June 30 (E + F1e)									
			2,126,290.09	798,902.18	2,925,192.27	1,409,421.94	767,057.92	2,176,479.86	-25.6%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	6,000.00	0.00	6,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	0.00	0.00	0.00	6,000.00	0.00	6,000.00	New
Prepaid Expenditures		9713	9,083.70	0.00	9,083.70	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted									
		9740	0.00	798,902.36	798,902.36	0.00	784,303.10	784,303.10	-1.8%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	1,723,206.39	0.00	1,723,206.39	1,015,421.94	0.00	1,015,421.94	-41.1%
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	388,000.00	0.00	388,000.00	388,000.00	0.00	388,000.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	(0.18)	(0.18)	0.00	(17,245.18)	(17,245.18)	#####

Resource	Description	2011-12 Unaudited Actuals	2012-13 Budget
3010	NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	0.00	0.66
3200	ARRA: State Fiscal Stabilization Fund	409.18	409.18
4035	NCLB: Title II, Part A, Teacher Quality	0.00	77,500.00
4045	NCLB: Title II, Part D, Enhancing Education Through Technology, Fc	0.34	0.34
4201	NCLB: Title III, Immigrant Education Program	0.30	0.30
6300	Lottery: Instructional Materials	85,096.00	0.00
6500	Special Education	2,033.03	2,033.03
7091	Economic Impact Aid: Limited English Proficiency (LEP)	621,949.03	621,949.03
7230	Transportation: Home to School	0.00	3,200.00
9010	Other Restricted Local	89,414.48	79,210.56
Total, Restricted Balance		798,902.36	784,303.10

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	567,837.91	0.00	-100.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	74,115.83	0.00	-100.0%
4) Other Local Revenue		8600-8799	721.59	0.00	-100.0%
5) TOTAL REVENUES			642,675.33	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	251,631.83	0.00	-100.0%
2) Classified Salaries		2000-2999	35,140.00	0.00	-100.0%
3) Employee Benefits		3000-3999	60,781.84	0.00	-100.0%
4) Books and Supplies		4000-4999	10,533.51	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	25,187.54	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			383,274.72	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)					
			259,400.61	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	494,389.12	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(494,389.12)	0.00	-100.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(234,988.51)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	234,988.51	0.00	-100.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			234,988.51	0.00	-100.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			234,988.51	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	351,718.63		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	121,330.06		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	21,699.72		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL, ASSETS			494,748.41		
L. LIABILITIES					
1) Accounts Payable		9500	359.29		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	494,389.12		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			494,748.41		
FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
REVENUE LIMIT SOURCES					
Principal Apportionment					
Charter Schools General Purpose Entitlement - State Aid		8015	351,175.00	0.00	-100.0%
State Aid - Prior Years		8019	39,984.91	0.00	-100.0%
Revenue Limit Transfers					
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	176,678.00	0.00	-100.0%
Property Taxes Transfers		8097	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			567,837.91	0.00	-100.0%
FEDERAL REVENUE					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB / IASA	3000-3009, 3011-3024, 3026-3299, 4000-4034, 4036-4139, 4202, 4204- 4215, 5510	8290	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low- Income and Neglected	3010	8290	0.00	0.00	0.0%
NCLB: Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	0.00	0.00	0.0%
NCLB: Title III, Immigrant Education Program	4201	8290	0.00	0.00	0.0%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	0.00	0.00	0.0%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.0%
Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER STATE REVENUE					
Other State Apportionments					
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.0%
Home-to-School Transportation	7230	8311	0.00	0.00	0.0%
Special Education Transportation	7240	8311	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	24,405.83	0.00	-100.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	49,710.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			74,115.83	0.00	-100.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	721.59	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.0%
Transportation Services	7230, 7240	8677	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers					
From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			721.59	0.00	-100.0%
TOTAL, REVENUES			642,675.33	0.00	-100.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	189,679.07	0.00	-100.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	61,952.76	0.00	-100.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			251,631.83	0.00	-100.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	35,140.00	0.00	-100.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			35,140.00	0.00	-100.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	16,021.52	0.00	-100.0%
PERS		3201-3202	3,838.35	0.00	-100.0%
COASDI/Medicare/Alternative		3301-3302	5,562.34	0.00	-100.0%
Health and Welfare Benefits		3401-3402	23,771.65	0.00	-100.0%
Unemployment Insurance		3501-3502	4,599.22	0.00	-100.0%
Workers' Compensation		3601-3602	6,988.76	0.00	-100.0%
DPEB, Allocated		3701-3702	0.00	0.00	0.0%
DPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			60,781.84	0.00	-100.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	7,223.92	0.00	-100.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	3,309.59	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			10,533.51	0.00	-100.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,462.82	0.00	-100.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	5,674.26	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	18,050.46	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			25,187.54	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL EXPENDITURES			383,274.72	0.00	-100.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	494,389.12	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			494,389.12	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(494,389.12)	0.00	-100.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	567,837.91	0.00	-100.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	74,115.83	0.00	-100.0%
4) Other Local Revenue		8600-8799	721.59	0.00	-100.0%
5) TOTAL, REVENUES			642,675.33	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		256,598.15	0.00	-100.0%
2) Instruction - Related Services	2000-2999		126,486.07	0.00	-100.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		190.50	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			383,274.72	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			259,400.61	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	494,389.12	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(494,389.12)	0.00	-100.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(234,988.51)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	234,988.51	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			234,988.51	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			234,988.51	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2011-12</u> <u>Unaudited Actuals</u>	<u>2012-13</u> <u>Budget</u>
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL, ASSETS			0.00		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
FEDERAL REVENUE					
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB / IASA	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.0%
Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Other State Apportionments					
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
DASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
DPEB, Allocated		3701-3702	0.00	0.00	0.0%
DPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Unaudited Actuals	2012-13 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	345,663.56	332,000.00	-4.0%
3) Other State Revenue		8300-8599	30,124.18	25,000.00	-17.0%
4) Other Local Revenue		8600-8799	61,247.07	65,000.00	6.1%
5) TOTAL, REVENUES			437,034.81	422,000.00	-3.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	125,402.33	120,886.00	-3.6%
3) Employee Benefits		3000-3999	30,550.40	30,450.00	-0.3%
4) Books and Supplies		4000-4999	419,360.81	264,131.00	-37.0%
5) Services and Other Operating Expenditures		5000-5999	7,710.64	6,533.00	-15.3%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			583,024.18	422,000.00	-27.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(145,989.37)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	145,989.37	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			145,989.37	0.00	-100.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	(5,160.04)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	431.24		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	43,341.36		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL, ASSETS			38,612.56		
L. LIABILITIES					
1) Accounts Payable		9500	201.93		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	38,410.63		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			38,612.56		
FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
REVENUE LIMIT SOURCES					
Revenue Limit Transfers					
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			0.00	0.00	0.0%
FEDERAL REVENUE					
Child Nutrition Programs		8220	345,663.56	332,000.00	-4.0%
Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			345,663.56	332,000.00	-4.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	30,124.18	25,000.00	-17.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			30,124.18	25,000.00	-17.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	62,188.87	65,000.00	4.5%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	(941.80)	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			61,247.07	65,000.00	6.1%
TOTAL, REVENUES			437,034.81	422,000.00	-3.4%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	79,533.65	75,000.00	-5.7%
Classified Supervisors' and Administrators' Salaries		2300	45,868.68	45,886.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			125,402.33	120,886.00	-3.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	6,799.01	7,150.00	5.2%
DASDI/Medicare/Alternative		3301-3302	9,592.75	9,300.00	-3.1%
Health and Welfare Benefits		3401-3402	9,072.04	9,100.00	0.3%
Unemployment Insurance		3501-3502	2,018.83	1,950.00	-3.4%
Workers' Compensation		3601-3602	3,067.77	2,950.00	-3.8%
DPEB, Allocated		3701-3702	0.00	0.00	0.0%
DPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			30,550.40	30,450.00	-0.3%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	2,425.86	2,367.00	-2.4%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	416,934.95	261,764.00	-37.2%
TOTAL, BOOKS AND SUPPLIES			419,360.81	264,131.00	-37.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,725.22	1,200.00	-30.4%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	232.75	833.00	257.9%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	5,752.67	4,500.00	-21.8%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			7,710.64	6,533.00	-15.3%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			583,024.18	422,000.00	-27.6%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	145,989.37	0.00	-100.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			145,989.37	0.00	-100.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			145,989.37	0.00	-100.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	345,663.56	332,000.00	-4.0%
3) Other State Revenue		8300-8599	30,124.18	25,000.00	-17.0%
4) Other Local Revenue		8600-8799	61,247.07	65,000.00	6.1%
5) TOTAL, REVENUES			437,034.81	422,000.00	-3.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		583,024.18	422,000.00	-27.6%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			583,024.18	422,000.00	-27.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(145,989.37)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	145,989.37	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			145,989.37	0.00	-100.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2011-12</u> <u>Unaudited Actuals</u>	<u>2012-13</u> <u>Budget</u>
	Total, Restricted Balance	<u>0.00</u>	<u>0.00</u>

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	456.06	0.00	-100.0%
5) TOTAL REVENUES			456.06	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	2,690.53	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	174.00	35,000.00	20014.9%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	2,000.00	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			4,864.53	35,000.00	619.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(4,408.47)	(35,000.00)	693.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(4,408.47)	(35,000.00)	693.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,095.67	2,687.20	-62.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,095.67	2,687.20	-62.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,095.67	2,687.20	-62.1%
2) Ending Balance, June 30 (E + F1e)			2,687.20	(32,312.80)	-1302.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	2,687.20	(32,312.80)	-1302.5%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	2,687.20		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL ASSETS			2,687.20		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL LIABILITIES			0.00		
FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			2,687.20		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER STATE REVENUE					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	28.20	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	427.86	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			456.06	0.00	-100.0%
TOTAL REVENUES			456.06	0.00	-100.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	2,690.53	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			2,690.53	0.00	-100.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	174.00	35,000.00	20014.9%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			174.00	35,000.00	20014.9%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	2,000.00	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,000.00	0.00	-100.0%
TOTAL EXPENDITURES			4,864.53	35,000.00	619.5%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General, Special Reserve, & Building Funds		8915	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	456.06	0.00	-100.0%
5) TOTAL, REVENUES			456.06	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		2,864.53	35,000.00	1121.8%
9) Other Outgo	9000-9999	Except 7600-7699	2,000.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			4,864.53	35,000.00	619.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(4,408.47)	(35,000.00)	693.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(4,408.47)	(35,000.00)	693.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,095.67	2,687.20	-62.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,095.67	2,687.20	-62.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,095.67	2,687.20	-62.1%
2) Ending Balance, June 30 (E + F1e)			2,687.20	(32,312.80)	-1302.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	2,687.20	(32,312.80)	-1302.5%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Unaudited Actuals	2012-13 Budget
Total, Restricted Balance		0.00	0.00

Unaudited Actuals

South Monterey County Joint Union High Special Reserve Fund for Other Than Capital Outlay Projects
 Monterey County Expenditures by Object

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Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,332.05	0.00	-100.0%
5) TOTAL REVENUES			2,332.05	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)					
			2,332.05	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	2,495,422.07	0.00	-100.0%
b) Transfers Out		7600-7629	4,001,032.95	1,500,000.00	-62.5%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(1,505,610.88)	(1,500,000.00)	-0.4%

Unaudited Actuals

South Monterey County Joint Union High Special Reserve Fund for Other Than Capital Outlay Projects
 Monterey County Expenditures by Object

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Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,503,278.83)	(1,500,000.00)	-0.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	6,397,639.41	4,252,143.60	-33.5%
b) Audit Adjustments					
		9793	(642,216.98)	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			5,755,422.43	4,252,143.60	-26.1%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,755,422.43	4,252,143.60	-26.1%
2) Ending Balance, June 30 (E + F1e)			4,252,143.60	2,752,143.60	-35.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	4,252,143.60	2,752,143.60	-35.3%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	2,503,365.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	1,254,389.48		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	494,389.12		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL ASSETS			4,252,143.60		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL LIABILITIES			0.00		
FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			4,252,143.60		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	2,332.05	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,332.05	0.00	-100.0%
TOTAL REVENUES			2,332.05	0.00	-100.0%

Unaudited Actuals

South Monterey County Joint Union High Special Reserve Fund for Other Than Capital Outlay Projects
 Monterey County Expenditures by Object

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Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	2,001,032.95	0.00	-100.0%
Other Authorized Interfund Transfers In		8919	494,389.12	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,495,422.07	0.00	-100.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	4,001,032.95	1,500,000.00	-62.5%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			4,001,032.95	1,500,000.00	-62.5%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(1,505,610.88)	(1,500,000.00)	-0.4%

Unaudited Actuals
 South Monterey County Joint Union High Special Reserve Fund for Other Than Capital Outlay Projects
 Expenditures by Function

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Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,332.05	0.00	-100.0%
5) TOTAL, REVENUES			2,332.05	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			2,332.05	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	2,495,422.07	0.00	-100.0%
b) Transfers Out		7600-7629	4,001,032.95	1,500,000.00	-62.5%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,505,610.88)	(1,500,000.00)	-0.4%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,503,278.83)	(1,500,000.00)	-0.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,397,639.41	4,252,143.60	-33.5%
b) Audit Adjustments		9793	(642,216.98)	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			5,755,422.43	4,252,143.60	-26.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,755,422.43	4,252,143.60	-26.1%
2) Ending Balance, June 30 (E + F1e)			4,252,143.60	2,752,143.60	-35.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	4,252,143.60	2,752,143.60	-35.3%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2011-12</u> <u>Unaudited Actuals</u>	<u>2012-13</u> <u>Budget</u>
	Total, Restricted Balance	<u>0.00</u>	<u>0.00</u>

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	54,318.88	7,000.00	-87.1%
5) TOTAL REVENUES			54,318.88	7,000.00	-87.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	2,412.60	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	20,769.08	0.00	-100.0%
6) Capital Outlay		6000-6999	38,462.44	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	106,672.76	104,673.00	-1.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			168,316.88	104,673.00	-37.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(113,998.00)	(97,673.00)	-14.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(113,998.00)	(97,673.00)	-14.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	570,420.12	456,422.12	-20.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			570,420.12	456,422.12	-20.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			570,420.12	456,422.12	-20.0%
2) Ending Balance, June 30 (E + F1e)			456,422.12	358,749.12	-21.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	456,422.12	358,749.12	-21.4%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	460,529.12		
1) Fair Value Adjustment to Cash in County Treasury		9111	(4,107.00)		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			456,422.12		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			456,422.12		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	2,404.25	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	2,707.14	0.00	-100.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	49,207.49	5,000.00	-89.8%
Other Local Revenue					
All Other Local Revenue		8699	0.00	2,000.00	New
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			54,318.88	7,000.00	-87.1%
TOTAL, REVENUES			54,318.88	7,000.00	-87.1%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	2,412.60	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			2,412.60	0.00	-100.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	164.41	0.00	-100.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	4,454.67	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	16,150.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			20,769.08	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	38,462.44	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			38,462.44	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	27,396.99	23,694.00	-13.5%
Other Debt Service - Principal		7439	79,275.77	80,979.00	2.1%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			106,672.76	104,673.00	-1.9%
TOTAL, EXPENDITURES			168,316.88	104,673.00	-37.8%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%
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Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	54,318.88	7,000.00	-87.1%
5) TOTAL, REVENUES			54,318.88	7,000.00	-87.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		10,950.00	0.00	-100.0%
8) Plant Services	8000-8999		50,694.12	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	106,672.76	104,673.00	-1.9%
10) TOTAL, EXPENDITURES			168,316.88	104,673.00	-37.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(113,998.00)	(97,673.00)	-14.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(113,998.00)	(97,673.00)	-14.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	570,420.12	456,422.12	-20.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			570,420.12	456,422.12	-20.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			570,420.12	456,422.12	-20.0%
2) Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance)					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	456,422.12	358,749.12	-21.4%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2011-12 Unaudited Actuals</u>	<u>2012-13 Budget</u>
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	15,680.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	27,239.66	7,000.00	-74.3%
5) TOTAL REVENUES			42,919.66	7,000.00	-83.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	42,295.25	50,000.00	18.2%
6) Capital Outlay		6000-6999	1,520,817.45	2,607,967.00	71.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			1,563,112.70	2,657,967.00	70.0%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,520,193.04)	(2,650,967.00)	74.4%
OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,520,193.04)	(2,650,967.00)	74.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	3,368,521.51	1,848,328.47	-45.1%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			3,368,521.51	1,848,328.47	-45.1%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			3,368,521.51	1,848,328.47	-45.1%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	1,848,328.47	0.00	-100.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	(802,638.53)	New

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,861,328.47		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL ASSETS			1,861,328.47		
LIABILITIES					
1) Accounts Payable		9500	13,000.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL LIABILITIES			13,000.00		
FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			1,848,328.47		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
FEDERAL REVENUE					
Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	15,680.00	0.00	-100.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			15,680.00	0.00	-100.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	11,828.24	7,000.00	-40.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	15,411.42	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			27,239.66	7,000.00	-74.3%
TOTAL, REVENUES			42,919.66	7,000.00	-83.7%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	42,295.25	50,000.00	18.2%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			42,295.25	50,000.00	18.2%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,520,817.45	2,607,967.00	71.5%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,520,817.45	2,607,967.00	71.5%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,563,112.70	2,657,967.00	70.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	15,680.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	27,239.66	7,000.00	-74.3%
5) TOTAL, REVENUES			42,919.66	7,000.00	-83.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		1,563,112.70	2,657,967.00	70.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,563,112.70	2,657,967.00	70.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			(1,520,193.04)	(2,650,967.00)	74.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,520,193.04)	(2,650,967.00)	74.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,368,521.51	1,848,328.47	-45.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,368,521.51	1,848,328.47	-45.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,368,521.51	1,848,328.47	-45.1%
2) Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance			1,848,328.47	(802,638.53)	-143.4%
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			1,848,328.47	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	(802,638.53)	New

<u>Resource</u>	<u>Description</u>	<u>2011-12 Unaudited Actuals</u>	<u>2012-13 Budget</u>
7710	State School Facilities Projects	1,848,328.47	0.00
Total, Restricted Balance		<u>1,848,328.47</u>	<u>0.00</u>

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	9,610.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	1,712,615.00	0.00	-100.0%
5) TOTAL REVENUES			1,722,225.00	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,527,425.00	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			1,527,425.00	0.00	-100.0%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			194,800.00	0.00	-100.0%
OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			194,800.00	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	1,450,614.00	1,646,838.00	13.5%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,450,614.00	1,646,838.00	13.5%
d) Other Restatements					
		9795	1,424.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,452,038.00	1,646,838.00	13.4%
2) Ending Balance, June 30 (E + F1e)			1,646,838.00	1,646,838.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	1,646,838.00	1,646,838.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,646,838.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL ASSETS			1,646,838.00		
LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
5) Long-Term Liabilities		9660			
7) TOTAL LIABILITIES			0.00		
FUND EQUITY					
Ending Fund Balance, June 30 must agree with line F2) (G10 - H7)			1,646,838.00		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
FEDERAL REVENUE					
Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	9,610.00	0.00	-100.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			9,610.00	0.00	-100.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	1,708,989.00	0.00	-100.0%
Unsecured Roll		8612	0.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Interest		8660	3,626.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,712,615.00	0.00	-100.0%
TOTAL REVENUES			1,722,225.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	920,000.00	0.00	-100.0%
Bond Interest and Other Service Charges		7434	607,425.00	0.00	-100.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,527,425.00	0.00	-100.0%
TOTAL EXPENDITURES			1,527,425.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
(f) TOTAL, OTHER FINANCING SOURCES/USES (b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	9,610.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	1,712,615.00	0.00	-100.0%
5) TOTAL, REVENUES			1,722,225.00	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	1,527,425.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			1,527,425.00	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			194,800.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			194,800.00	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	1,450,614.00	1,646,838.00	13.5%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			1,450,614.00	1,646,838.00	13.5%
d) Other Restatements					
		9795	1,424.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			1,452,038.00	1,646,838.00	13.4%
2) Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	1,646,838.00	1,646,838.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2011-12</u> <u>Unaudited Actuals</u>	<u>2012-13</u> <u>Budget</u>
Total, Restricted Balance		<u>0.00</u>	<u>0.00</u>

Description	2011-12 Unaudited Actuals			2012-13 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
ELEMENTARY						
1. General Education						
a. Kindergarten						
b. Grades One through Three						
c. Grades Four through Six						
d. Grades Seven and Eight						
e. Opportunity Schools and Full-Day Opportunity Classes						
f. Home and Hospital						
g. Community Day School						
2. Special Education						
a. Special Day Class						
b. Nonpublic, Nonsectarian Schools (EC 56366[a][7])						
c. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions						
3. TOTAL, ELEMENTARY	0.00	0.00	0.00	0.00	0.00	0.00
HIGH SCHOOL						
4. General Education			1,758.41	1,743.05	1,743.05	1,743.05
a. Grades Nine through Twelve	1,618.90	1,609.03				
b. Continuation Education	88.81	84.82				
c. Opportunity Schools and Full-Day Opportunity Classes						
d. Home and Hospital	3.05	2.73				
e. Community Day School						
5. Special Education						
a. Special Day Class	47.65	58.36		48.56	48.56	48.56
b. Nonpublic, Nonsectarian Schools (EC 56366[a][7])						
c. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	0.91	0.91	0.91			
6. TOTAL, HIGH SCHOOL	1,759.32	1,755.85	1,759.32	1,791.61	1,791.61	1,791.61
COUNTY SUPPLEMENT						
7. County Community Schools (EC 1982[a])						
a. Elementary						
b. High School	3.81	3.81	3.79			
8. Special Education						
a. Special Day Class - Elementary						
b. Special Day Class - High School	4.89	4.89	5.19			
c. Nonpublic, Nonsectarian Schools - Elementary						
d. Nonpublic, Nonsectarian Schools - High School						
e. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions - Elementary						
f. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions - High School						
9. TOTAL, ADA REPORTED BY COUNTY OFFICES	8.70	8.70	8.98	0.00	0.00	0.00
10. TOTAL, K-12 ADA (sum lines 3, 6, and 9)	1,768.02	1,764.55	1,768.30	1,791.61	1,791.61	1,791.61
11. ADA for Necessary Small Schools also included in lines 3 and 6.						
12. REGIONAL OCCUPATIONAL CENTERS & PROGRAMS*						

Description	2011-12 Unaudited Actuals			2012-13 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
CLASSES FOR ADULTS						
13. Concurrently Enrolled Secondary Students*						
14. Adults Enrolled, State Apportioned*						
15. Students 21 Years or Older and Students 19 or Older Not Continuously Enrolled Since Their 18th Birthday, Participating in Full-Time Independent Study*						
16. TOTAL, CLASSES FOR ADULTS (sum lines 13 through 15)						
17. Adults in Correctional Facilities						
18. TOTAL, ADA (sum lines 10, 12, 16, and 17)	1,768.02	1,764.55	1,768.30	1,791.61	1,791.61	1,791.61
SUPPLEMENTAL INSTRUCTIONAL HOURS						
19. ELEMENTARY*						
20. HIGH SCHOOL*						
21. TOTAL, SUPPLEMENTAL INSTRUCTIONAL HOURS (sum lines 19 and 20)						
COMMUNITY DAY SCHOOLS - Additional Funds						
22. ELEMENTARY						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only						
b. 7th & 8th Hour Pupil Hours (Hours)*						
23. HIGH SCHOOL						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only						
b. 7th & 8th Hour Pupil Hours (Hours)*						
CHARTER SCHOOLS						
24. Charter ADA Funded Through the Block Grant						
a. Charters Sponsored by Unified Districts - Resident (EC 47660) (applicable only for unified districts with Charter School General Purpose Block Grant Offset recorded on line 30 in Form RL)						
b. All Other Block Grant Funded Charters	78.21	80.95	78.21	0.00	0.00	0.00
25. Charter ADA Funded Through the Revenue Limit						
26. TOTAL, CHARTER SCHOOLS ADA (sum lines 24a, 24b, and 25)	78.21	80.95	78.21	0.00	0.00	0.00
27. SUPPLEMENTAL INSTRUCTIONAL HOURS*						
BASIC AID "CHOICE"/COURT ORDERED VOLUNTARY PUPIL TRANSFER						
28. Regular Elementary and High School ADA (SB 937)						

ADA is no longer collected as a result of flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011), currently in effect from 2008-09 through 2014-15.

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
Governmental Activities:						
Capital assets not being depreciated:						
Land	2,269,094.00		2,269,094.00			2,269,094.00
Work in Progress	332,627.00		332,627.00	1,563,113.00		1,895,740.00
Total capital assets not being depreciated	2,601,721.00	0.00	2,601,721.00	1,563,113.00	0.00	4,164,834.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings	29,650,216.00		29,650,216.00			29,650,216.00
Equipment	3,616,142.00		3,616,142.00	79,256.00	75,690.00	3,619,708.00
Total capital assets being depreciated	33,266,358.00	0.00	33,266,358.00	79,256.00	75,690.00	33,269,924.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings	(8,846,881.00)		(8,846,881.00)			(8,846,881.00)
Equipment	(3,278,507.00)		(3,278,507.00)			(3,278,507.00)
Total accumulated depreciation	(12,125,388.00)	0.00	(12,125,388.00)	0.00	0.00	(12,125,388.00)
Total capital assets being depreciated, net	21,140,970.00	0.00	21,140,970.00	79,256.00	75,690.00	21,144,536.00
Governmental activity capital assets, net	23,742,691.00	0.00	23,742,691.00	1,642,369.00	75,690.00	25,309,370.00
Business-Type Activities:						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment		0.00	0.00	0.00	0.00	0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

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2011-12 Unaudited Actuals
FEDERAL GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRED REVENUES

FEDERAL PROGRAM NAME FEDERAL CATALOG NUMBER RESOURCE CODE REVENUE OBJECT LOCAL DESCRIPTION (if any)	Title I	Education Jobs Fund	Special Education IDEA	Carl Perkins Vocational Program	Title II	Title III	Title II Part D
	3010	3205	3310	3550	4035		
	8290	8290	8181	8290	8290	4201	4045
						8290	8290
AWARD							
1. Prior Year Carryover	116,166.17	404,741.00	4,086.26				
2. a. Current Year Award	395,752.00	33,214.00	437,716.00	0.00	94,099.54	0.00	278.00
b. Transferability (NCLB)		0.00		64,372.00	57,677.00	8,600.00	0.00
c. Other Adjustments							
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	395,752.00	33,214.00	437,716.00	64,372.00	57,677.00	8,600.00	0.00
3. Required Matching Funds/Other							
4. Total Available Award (sum lines 1, 2d, & 3)	511,918.17	437,955.00	441,802.26	64,372.00	151,776.54	8,600.00	278.00
REVENUES							
5. Revenue Deferred from Prior Year	0.00	404,741.00	0.00	0.00			
6. Cash Received in Current Year	293,431.57	33,214.00	321,658.43	26,317.63	8,649.54	0.00	278.00
7. Contributed Matching Funds					65,044.54	4,300.00	0.00
a. Total Available (sum lines 5, 6, & 7)	293,431.57	437,955.00	321,658.43	26,317.63	73,694.08	4,300.00	278.00
EXPENDITURES							
9. Donor-Authorized Expenditures	270,185.94	437,955.00	347,951.07	61,433.61	55,342.15	647.36	278.00
10. Donor-Authorized Expenditures							
11. Total Expenditures (lines 9 & 10)	270,185.94	437,955.00	347,951.07	61,433.61	55,342.15	647.36	278.00
12. Amounts Included in Line 6 above for Prior Year Adjustments							
13. Calculation of Deferred Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	23,245.63	0.00	(26,292.64)	(35,115.98)	18,351.93	3,652.64	0.00
a. Deferred Revenue	23,245.63				18,351.93	3,652.34	
b. Accounts Payable							
c. Accounts Receivable							
14. Unused Grant Award Calculation (line 4 minus line 9)	241,732.23	0.00	26,292.64	35,115.98	0.00		
15. If Carryover is allowed, enter line 14 amount here			93,851.19	2,938.39	96,434.39	7,952.64	0.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	270,185.94	437,955.00	347,951.07	61,433.61	55,342.15	647.66	278.00

2011-12 Unaudited Actuals
FEDERAL GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRED REVENUES

FEDERAL PROGRAM NAME	Title III	Title						TOTAL
FEDERAL CATALOG NUMBER								
RESOURCE CODE	4203							
REVENUE OBJECT	8290							
LOCAL DESCRIPTION (if any)								
AWARD								
1. Prior Year Carryover	54,861.74							
2. a. Current Year Award	115,002.74							674,232.71
b. Transferability (NCLB)								1,112,333.74
c. Other Adjustments								0.00
d. Adj Curr Yr Award								0.00
(sum lines 2a, 2b, & 2c)	115,002.74	0.00	0.00	0.00	0.00	0.00	0.00	1,112,333.74
3. Required Matching Funds/Other								0.00
4. Total Available Award								0.00
(sum lines 1, 2d, & 3)	169,864.48	0.00	0.00	0.00	0.00	0.00	0.00	1,786,566.45
REVENUES								
5. Revenue Deferred from Prior Year	54,861.74							
6. Cash Received in Current Year	77,472.18							468,530.28
7. Contributed Matching Funds								821,438.35
8. Total Available (sum lines 5, 6, & 7)	132,333.92	0.00	0.00	0.00	0.00	0.00	0.00	1,289,968.63
EXPENDITURES								
9. Donor-Authorized Expenditures	117,600.75							
10. Total Expenditures (lines 9 & 10)								1,291,393.88
11. Total Expenditures (lines 9 & 10)	117,600.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12. Amounts Included in Line 6 above for Prior Year Adjustments								1,291,393.88
13. Calculation of Deferred Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)								0.00
a. Deferred Revenue	14,733.17	0.00	0.00	0.00	0.00	0.00	0.00	(1,425.25)
b. Accounts Payable	14,733.17							59,983.07
c. Accounts Receivable	0.00							0.00
14. Unused Grant Award Calculation (line 4 minus line 9)	52,263.73	0.00	0.00	0.00	0.00	0.00	0.00	61,408.62
15. If Carryover is allowed, enter line 14 amount here	0.00							495,172.57
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	117,600.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00
								1,291,394.18

2011-12 Unaudited Actuals
STATE GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRED REVENUES

STATE PROGRAM NAME					TOTAL
RESOURCE CODE					
REVENUE OBJECT					
LOCAL DESCRIPTION (if any)					
AWARD					
1. a. Prior Year Carryover					0.00
b. Restr Bal Transfers (Obj 8997)					0.00
c. Adjusted Prior Year Carryover (sum lines 1a & 1b)	0.00	0.00	0.00	0.00	0.00
2. a. Current Year Award					0.00
b. Other Adjustments					0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	0.00	0.00	0.00	0.00	0.00
3. Required Matching Funds/Other					0.00
4. Total Available Award (sum lines 1c, 2c, & 3)	0.00	0.00	0.00	0.00	0.00
REVENUES					
5. Revenue Deferred from Prior Year					0.00
6. Cash Received in Current Year					0.00
Contributed Matching Funds					0.00
7. Total Available (sum lines 5, 6, & 7)	0.00	0.00	0.00	0.00	0.00
EXPENDITURES					
9. Donor-Authorized Expenditures					0.00
10. Non Donor-Authorized Expenditures					0.00
11. Total Expenditures (lines 9 & 10)	0.00	0.00	0.00	0.00	0.00
12. Amounts Included in Line 6 above for Prior Year Adjustments					0.00
13. Calculation of Deferred Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	0.00	0.00	0.00	0.00	0.00
a. Deferred Revenue					0.00
b. Accounts Payable					0.00
c. Accounts Receivable					0.00
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	0.00	0.00	0.00	0.00
15. If Carryover is allowed, enter line 14 amount here					0.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	0.00	0.00	0.00	0.00	0.00

LOCAL GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRED REVENUES

LOCAL PROGRAM NAME		TOTAL
RESOURCE CODE		
REVENUE OBJECT		
LOCAL DESCRIPTION (if any)		
AWARD		
1. a. Prior Year Carryover		0.00
b. Restr Bal Transfers (Obj 8997)		0.00
c. Adj Prior Year Carryover		
(sum lines 1a & 1b)	0.00	0.00
2. a. Current Year Award		0.00
b. Other Adjustments		0.00
c. Adj Curr Yr Award		
(sum lines 2a & 2b)	0.00	0.00
3. Required Matching Funds/Other		0.00
4. Total Available Award		
(sum lines 1c, 2c, & 3)	0.00	0.00
REVENUES		
5. Revenue Deferred from Prior Year		0.00
6. Cash Received in Current Year		0.00
Contributed Matching Funds		0.00
Total Available (sum lines 5, 6, & 7)	0.00	0.00
EXPENDITURES		
9. Donor-Authorized Expenditures		0.00
10. Non Donor-Authorized Expenditures		0.00
11. Total Expenditures (lines 9 & 10)	0.00	0.00
12. Amounts Included in Line 6 above for Prior Year Adjustments		0.00
13. Calculation of Deferred Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	0.00	0.00
a. Deferred Revenue		0.00
b. Accounts Payable		0.00
c. Accounts Receivable		0.00
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	0.00
15. If Carryover is allowed, enter line 14 amount here		0.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	0.00	0.00

2011-12 Unaudited Actuals
FEDERAL AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

FEDERAL PROGRAM NAME	SFSF			TOTAL
FEDERAL CATALOG NUMBER				
RESOURCE CODE	3200			
REVENUE OBJECT	8290			
LOCAL DESCRIPTION (if any)				
AWARD				
1. Prior Year Restricted Ending Balance	106,224.16			106,224.16
2. a. Current Year Award	0.00			0.00
b. Other Adjustments				0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	0.00	0.00	0.00	0.00
3. Required Matching Funds/Other				0.00
4. Total Available Award (sum lines 1, 2c, & 3)	106,224.16	0.00	0.00	106,224.16
REVENUES				
5. Cash Received in Current Year	0.00			0.00
6. Amounts Included in Line 5 for Prior Year Adjustments				0.00
7. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00	0.00	0.00
8. Noncurrent Accounts Receivable				0.00
9. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00	0.00	0.00
8. Contributed Matching Funds				0.00
9. Total Available (sum lines 5, 7c, & 8)	0.00	0.00	0.00	0.00
EXPENDITURES				
10. Donor-Authorized Expenditures	105,814.98			105,814.98
11. Non Donor-Authorized Expenditures				0.00
2. Total Expenditures (line 10 plus line 11)	105,814.98	0.00	0.00	105,814.98
RESTRICTED ENDING BALANCE				
3. Current Year (line 4 minus line 10)	409.18	0.00	0.00	409.18

STATE AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

STATE PROGRAM NAME	Instructional Material Lottery	Special Education	Ag Vocational Instr	Economic Impact Aid LEP	Home to School Transportation	Ongoing/Major Maintenance	TOTAL
RESOURCE CODE	6300	6500	7010	7091	7230	8150	
REVENUE OBJECT	8560	8311/8590/8792	8590	8311	8311/8699	8980	
LOCAL DESCRIPTION (if any)							
AWARD							
1. a. Prior Year Restricted Ending Balance	61,707.90			313,044.31			
b. Restr Bal Transfers (Obj 8997)							374,752.21
c. Adj PY Restricted Ending Bal (sum lines 1a & 1b)							0.00
2. a. Current Year Award	61,707.90	0.00	0.00	313,044.31	0.00	0.00	374,752.21
b. Other Adjustments	49,072.00	977,384.00	21,744.00	344,458.93	342,297.09		1,734,956.02
c. Adj Curr Yr Award (sum lines 2a & 2b)		0.00					0.00
3. Required Matching Funds/Other	49,072.00	977,384.00	21,744.00	344,458.93	342,297.09	0.00	1,734,956.02
4. Total Available Award (sum lines 1c, 2c, & 3)					0.00	246,246.97	246,246.97
	110,779.90	977,384.00	21,744.00	657,503.24	342,297.09	246,246.97	2,355,955.20
REVENUES							
5. Cash Received in Current Year	56,700.22	859,584.97		344,458.93	342,297.09		1,603,041.21
6. Amounts Included in Line 5 for Prior Year Adjustments	55,357.36						55,357.36
7. Accounts Receivable (line 2c minus lines 5 & 6)	(62,985.58)	117,799.03	21,744.00	0.00	0.00	0.00	76,557.45
b. Noncurrent Accounts Receivable							0.00
c. Current Accounts Receivable (line 7a minus line 7b)	(62,985.58)	117,799.03	21,744.00	0.00	0.00	0.00	76,557.45
8. Contributed Matching Funds		933,038.02			99,343.69	0.00	1,032,381.71
9. Total Available (sum lines 5, 7c, & 8)	(6,285.36)	1,910,422.02	21,744.00	344,458.93	441,640.78	0.00	2,711,980.37
EXPENDITURES							
10. Donor-Authorized Expenditures	6,549.37	977,384.00	21,744.00	44,871.21	342,297.09	246,246.97	1,639,092.64
11. Non Donor-Authorized Expenditures	0.00	933,038.02			99,343.69	0.00	1,032,381.71
2. Total Expenditures (line 10 plus line 11)	6,549.37	1,910,422.02	21,744.00	44,871.21	441,640.78	246,246.97	2,671,474.35
RESTRICTED ENDING BALANCE							
3. Current Year (line 4 minus line 10)	104,230.53	0.00	0.00	612,632.03	0.00	0.00	716,862.56

LOCAL AWARDS,
 REVENUES, AND EXPENDITURES - ALL FUNDS
 SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

LOCAL PROGRAM NAME		TOTAL
RESOURCE CODE		
REVENUE OBJECT		
LOCAL DESCRIPTION (if any)		
AWARD		
1. a. Prior Year Restricted Ending Balance		0.00
b. Restr Bal Transfers (Obj 8997)		0.00
c. Adj PY Restricted Ending Bal (sum lines 1a & 1b)	0.00	0.00
2. a. Current Year Award		0.00
b. Other Adjustments		0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	0.00	0.00
3. Required Matching Funds/Other		0.00
4. Total Available Award (sum lines 1c, 2c, & 3)	0.00	0.00
REVENUES		
5. Cash Received in Current Year		0.00
6. Accounts Included in Line 5 for Prior Year Adjustments		0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00
b. Noncurrent Accounts Receivable		0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00
8. Contributed Matching Funds		0.00
9. Total Available (sum lines 5, 7c, & 8)	0.00	0.00
EXPENDITURES		
10. Donor-Authorized Expenditures		0.00
11. Non Donor-Authorized Expenditures		0.00
12. Total Expenditures (line 10 plus line 11)	0.00	0.00
RESTRICTED ENDING BALANCE		
13. Current Year (line 4 minus line 12)	0.00	0.00

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	7,626,741.43	301	0.00	303	7,626,741.43	305	0.00		307	7,626,741.43	309
2000 - Classified Salaries	2,352,292.58	311	0.00	313	2,352,292.58	315	221,690.03		317	2,130,602.55	319
3000 - Employee Benefits (Excluding 3800)	3,150,951.12	321	108,834.77	323	3,042,116.35	325	83,724.84		327	2,958,391.51	329
4000 - Books, Supplies Equip Replace. (6500)	650,137.18	331	0.00	333	650,137.18	335	235,215.51		337	414,921.67	339
5000 - Services... & 7300 - Indirect Costs	2,242,327.76	341	0.00	343	2,242,327.76	345	526,006.54		347	1,716,321.22	349
TOTAL					15,913,615.30	365			TOTAL	14,846,978.38	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011		1100	375
2. Salaries of Instructional Aides Per EC 41011		2100	380
3. STRS		3101 & 3102	382
4. PERS		3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative		3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)			
7. Unemployment Insurance		3401 & 3402	385
8. Workers' Compensation Insurance		3501 & 3502	390
9. OPEB, Active Employees (EC 41372)		3601 & 3602	392
10. Other Benefits (EC 22310)		3751 & 3752	
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		3901 & 3902	393
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2			395
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)			
13b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*			396
14. TOTAL SALARIES AND BENEFITS			396
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			397

PART III: DEFICIENCY AMOUNT	
1. Deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.	
2. Minimum percentage required (60% elementary, 55% unified, 50% high)	50.00%
3. Percentage spent by this district (Part II, Line 15)	58.28%
4. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
5. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	14,846,978.38
6. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

Unaudited Actuals
 2011-12 Unaudited Actuals
 Schedule of Long-Term Liabilities

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable	12,620,000.00		12,620,000.00		920,000.00	11,700,000.00	1,560,000.00
State School Building Loans Payable			0.00		0.00	0.00	
Certificates of Participation Payable			0.00		0.00	0.00	
Capital Leases Payable	582,452.48		582,452.48		81,570.00	500,882.48	108,673.00
Lease Revenue Bonds Payable	13,141,912.37		13,141,912.37		270,000.00	12,871,912.37	997,844.00
Other General Long-Term Debt			0.00	226,574.00	0.00	226,574.00	93,120.00
Net OPEB Obligation	318,164.10		318,164.10		188,537.00	129,627.10	123,600.00
Compensated Absences Payable	214,493.61		214,493.61		73,428.00	141,065.61	
Governmental activities long-term liabilities	26,877,022.56	0.00	26,877,022.56	226,574.00	1,533,535.00	25,570,061.56	2,883,237.00
Business-Type Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net OPEB Obligation			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	2011-12 Calculations			2012-13 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2010-11 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2010-11 Actual			2011-12 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	12,526,403.03		12,526,403.03			12,739,373.30
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	1,860.93		1,860.93			1,846.23
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2010-11			Adjustments to 2011-12		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2011-12 data should tie to Principal Apportionment Attendance Software reports)	2011-12 P2 Report			2012-13 P2 Estimate		
1. Total K-12 ADA (Form A, Line 10)	1,768.02		1,768.02	1,791.61		1,791.61
2. ROC/P ADA**						
3. Total Charter Schools ADA (Form A, Line 26)	78.21		78.21	0.00		0.00
4. Total Supplemental Instructional Hours**						
5. Divide Line B4 by 700 (Round to 2 decimal places)						
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)			1,846.23			1,791.61
OTHER ADA (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimal places)			0.00			0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)			1,846.23			1,791.61
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2011-12 Actual			2012-13 Budget		
1. Homeowners' Exemption (Object 8021)	27,922.86		27,922.86	26,000.00		26,000.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	4,040,828.01		4,040,828.01	4,397,809.00		4,397,809.00
5. Unsecured Roll Taxes (Object 8042)	168,754.23		168,754.23	165,000.00		165,000.00
6. Prior Years' Taxes (Object 8043)	146,783.93		146,783.93	160,000.00		160,000.00
7. Supplemental Taxes (Object 8044)	56,331.17		56,331.17	25,000.00		25,000.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	0.00		0.00	0.00		0.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	26,283.53		26,283.53	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (Obj. 8047 & 8625)	80,087.46		80,087.46	55,009.00		55,009.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	0.00		0.00	0.00		0.00
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	4,546,991.19	0.00	4,546,991.19	4,828,818.00	0.00	4,828,818.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	4,546,991.19	0.00	4,546,991.19	4,828,818.00	0.00	4,828,818.00

	2011-12 Calculations			2012-13 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs 3301 & 3302; do not include negotiated amounts)			292,797.00			284,517.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			292,797.00			284,517.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. Revenue Limit State Aid - Current Year (Object 8011)	6,357,282.00		6,357,282.00	5,317,067.00		5,317,067.00
25. Revenue Limit State Aid - Prior Years (Object 8019)	383,269.09		383,269.09	0.00		0.00
26. Supplemental Instruction - CY (Res. 0000, Object 8590)**			0.00			0.00
27. Supplemental Instruction - PY (Res. 0000, Object 8590)**			0.00			0.00
28. Comm Day Sch Addl Funding - CY (Res. 2430, Obj. 8311 and Res. 0000, Obj. 8590)**			0.00			0.00
29. Comm Day Sch Addl Funding - PY (Res. 2430, Obj. 8319 and Res. 0000, Obj. 8590)**			0.00			0.00
30. ROC/P Apportionment - CY (Res. 0000, Object 8590)**			0.00			0.00
31. ROC/P Apportionment - PY (Res. 0000, Object 8590)**			0.00			0.00
32. Charter Schs. Gen. Purpose Entitlement (Object 8015)	351,175.00		351,175.00	0.00		0.00
33. Charter Schs. Categorical Block Grant (Object 8590)**			0.00			0.00
34. Class Size Reduction, Grades K-3 (Object 8434)	0.00		0.00	0.00		0.00
35. Class Size Reduction, Grade 9 (Object 8590)**			0.00			0.00
36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35)	7,091,726.09	0.00	7,091,726.09	5,317,067.00	0.00	5,317,067.00
ADD BACK TRANSFERS TO COUNTY						
37. County Office Funds Transfer (Form RL, Line 32)			0.00			0.00
38. TOTAL STATE AID (Lines C36 plus C37)	7,091,726.09	0.00	7,091,726.09	5,317,067.00	0.00	5,317,067.00
DATA FOR INTEREST CALCULATION						
39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	16,852,405.40		16,852,405.40	14,633,989.00		14,633,989.00
40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	13,839.59		13,839.59	5,400.00		5,400.00
APPROPRIATIONS LIMIT CALCULATIONS						
PRELIMINARY APPROPRIATIONS LIMIT			2011-12 Actual			2012-13 Budget
1. Revised Prior Year Program Limit (Lines A1 plus A6)			12,526,403.03			12,739,373.30
2. Inflation Adjustment			1.0251			1.0377
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places)			0.9921			0.9704
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			12,739,373.30			12,828,346.10
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			4,546,991.19			4,828,818.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C38 or less than zero)			221,547.60			214,993.20
b. Maximum State Aid in Local Limit (Lesser of Line C38 or Lines D4 minus D5 plus C23; but not less than zero)			7,091,726.09			5,317,067.00
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			7,091,726.09			5,317,067.00
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c])			9,565.84			3,745.25
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			4,556,557.03			4,832,563.25
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C38 or less than zero)			7,091,726.09			5,317,067.00
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			4,556,557.03			
b. State Subventions (Line D8)			7,091,726.09			
c. Less: Excluded Appropriations (Line C23)			292,797.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			11,355,486.12			

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 7200-7700, goals 0000 and 9000)
- 2. Contracted general administrative positions not paid through payroll 508,116.63
 - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800.
 - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

B. Salaries and Benefits - All Other Activities

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 12,899,610.61

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 3.94%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation. _____

Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	790,380.32
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	<u>79,754.48</u>
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	<u>0.00</u>
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	<u>14,565.56</u>
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	<u>60,790.68</u>
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	<u>0.00</u>
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	<u>0.00</u>
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	<u>0.00</u>
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	<u>945,491.04</u>
9. Carry-Forward Adjustment (Part IV, Line F)	<u>(379,487.09)</u>
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	<u>566,003.95</u>

B. Base Costs

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	9,637,509.48
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	<u>1,690,619.20</u>
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 5100)	<u>1,421,489.03</u>
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	<u>589,000.68</u>
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	<u>0.00</u>
6. Enterprise (Function 6000, objects 1000-5999 except 5100)	<u>0.00</u>
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	<u>450,431.80</u>
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	<u>43,784.24</u>
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	<u>16,115.10</u>
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	<u>0.00</u>
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	<u>1,482,119.92</u>
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	<u>0.00</u>
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	<u>0.00</u>
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	<u>0.00</u>
14. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	<u>0.00</u>
15. Child Development (Fund 12, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	<u>0.00</u>
16. Cafeteria (Funds 13 and 61, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	<u>583,024.18</u>
17. Foundation (Funds 19 and 57, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	<u>0.00</u>
18. Total Base Costs (Lines B1 through B12 and Lines B13b through B17, minus Line B13a)	<u>15,914,093.63</u>

Straight Indirect Cost Percentage Before Carry-Forward Adjustment
(For information only - not for use when claiming/recovering indirect costs)
(Line A8 divided by Line B18)

5.94%

Preliminary Proposed Indirect Cost Rate

(For final approved fixed-with-carry-forward rate for use in 2013-14 see www.cde.ca.gov/fg/ac/lic)
(Line A10 divided by Line B18)

3.56%

Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	<u>945,491.04</u>
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	<u>493,203.55</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>(102,642.39)</u>
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (10.78%) times Part III, Line B18); zero if negative	<u>0.00</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (10.78%) times Part III, Line B18) or (the highest rate used to recover costs from any program (10.78%) times Part III, Line B18); zero if positive	<u>(379,487.09)</u>
D. Preliminary carry-forward adjustment (Line C1 or C2)	<u>(379,487.09)</u>
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>3.56%</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment (\$-189,743.55) is applied to the current year calculation and the remainder (\$-189,743.54) is deferred to one or more future years:	<u>4.75%</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment (\$-126,495.70) is applied to the current year calculation and the remainder (\$-252,991.39) is deferred to one or more future years:	<u>5.15%</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	<u>(379,487.09)</u>

Approved indirect cost rate: 10.78%
 Highest rate used in any program: 10.78%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	3010	243,894.94		
01	4035	49,957.15	26,291.00	10.78%
01	4203	112,000.25	5,385.00	10.78%
01	7091	34,519.21	5,600.50	5.00%
			1,035.00	3.00%

Unaudited Actuals
2011-12 Unaudited Actuals
LOTTERY REPORT
Revenues, Expenditures and
Ending Balances - All Funds

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	93,293.55		61,707.90	155,001.45
2. State Lottery Revenue	8560	278,066.31		32,280.57	310,346.88
3. Other Local Revenue	8600-8799	(103.75)		75.04	(28.71)
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		371,256.11	0.00	94,063.51	465,319.62
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	21,997.16			21,997.16
2. Classified Salaries	2000-2999	0.00			0.00
3. Employee Benefits	3000-3999	0.00			0.00
4. Books and Supplies	4000-4999	100,971.91		8,967.51	109,939.42
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	104,031.64			104,031.64
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800				
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					0.00
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399				0.00
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		227,000.71	0.00	8,967.51	235,968.22
C. ENDING BALANCE (Must equal Line A6 minus Line B12)					
	979Z	144,255.40	0.00	85,096.00	229,351.40
D. COMMENTS:					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

Pursuant to Government Code Section 8880.4.5(a)2(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Section I - Expenditures	Funds 01, 09, and 62			2011-12 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	20,438,559.07
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3330, 3340, 3355, 3360, 3370, 3375, 3385, and 3405)	All	All	1000-7999	1,397,208.86
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999 except 3801-3802	0.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	0.00
3. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	1,007,080.57
4. Other Transfers Out	All	9200	7200-7299	13,172.58
5. Interfund Transfers Out	All	9300	7600-7629	2,641,411.44
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999 except 3801-3802	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. PERS Reduction	All	All	3801-3802	39,023.21
10. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C9, D1, or D2.			
11. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C10)				3,700,687.80
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	145,989.37
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures before adjustments (Line A minus lines B and C11, plus lines D1 and D2)				15,486,651.78
F. Charter school expenditure adjustments (From Section V)				0.00
G. Total expenditures subject to MOE (Line E plus Line F)				15,486,651.78

Section II - Expenditures Per ADA		2011-12 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, lines 3, 6, 26, and 28)		1,836.80
B. Supplemental Instructional Hours converted to ADA (Form A, Annual ADA column, lines 21 and 27 - Currently not collected due to flexibility provisions of SBX3 4 as amended by SB 70)		
C. Total ADA before adjustments (Lines A plus B)		1,836.80
D. Charter school ADA adjustments (From Section V)		0.00
E. Adjusted total ADA (Line C plus D)		1,836.80
F. Expenditures per ADA (Line I.G divided by Line II.E)		8,431.32

Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	16,941,160.93	9,130.83
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section VI)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	16,941,160.93	9,130.83
B. Required effort (Line A.2 times 90%)	15,247,044.84	8,217.75
C. Current year expenditures (Line I.G and Line II.F)	15,486,651.78	8,431.32
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under NCLB covered programs in FY 2013-14 may be reduced by the lower of the two percentages)	0.00%	0.00%

Section IV - ARRA State Fiscal Stabilization Fund (SFSF) Expenditures and/or Education Jobs Fund Expenditures to Meet MOE Requirement (If both amounts in Line D of Section III are positive)

SFSF Expenditures (Resource 3200)/Education Jobs Fund Expenditures (Resource 3205)	Funds 01, 09, and 62			2011-12 Expenditures
	Goals	Functions	Objects	
A. Expenditures available to apply to deficiency:				
1. All Resource 3200 and/or Resource 3205 Expenditures	All	All	1000-7999	543,769.98
2. Less state and local expenditures not allowed for MOE:				
a. Community Services	All	5000-5999	1000-7999 except 3801-3802	0.00
b. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	0.00
c. Debt Service	All	9100	5400-5450, 5800, 7430-7439	0.00
d. Other Transfers Out	All	9200	7200-7299	0.00
e. Interfund Transfers Out	All	9300	7600-7629	0.00
f. All Other Financing Uses	All	9100 9200	7699 7651	0.00
g. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999 except 3801-3802	0.00
h. PERS Reduction	All	All	3801-3802	0.00
i. Supplemental expenditures made as a result of a Presidentially declared disaster.	Manually entered. Must not include expenditures previously included.			
j. Total state and local expenditures not allowed for MOE calculation (Sum lines A2a through A2i)				0.00
3. Plus additional MOE expenditures:				
a. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures previously included.			
4. Total SFSF/Education Jobs Fund expenditures available to apply to deficiency (Line IV.A1 minus Line IV.A2j plus Line IV.A3a)				543,769.98

Section IV - ARRA State Fiscal Stabilization Fund (SFSF) Expenditures and/or Education Jobs Fund Expenditures to Meet MOE Requirement (If both amounts in Line D of Section III are positive) (continued)

Aggregate Expenditures/Per ADA Expenditures	Total	Per ADA
B. MOE deficiency amount if MOE not met Col 1 (Line III.D) and Col 2 (Line III.D x Line II.E)	0.00	0.00
C. SFSF/Education Jobs Fund expenditures applied (Using lowest amount needed) (Lowest amount in Line IV.B, up to amount available in Line IV.A4)	0.00	0.00
D. Total expenditures, with adjustments, Col 1 (Line I.G plus Line IV.C)	15,486,651.78	
E. Total expenditures per ADA, with adjustments, Col 2 (Col 1 Line IV.D divided by Line II.E)		8,431.32
F. Adjusted MOE expenditures deficiency amount, Col 1 (Line IV.B minus Line IV.C)	0.00	
G. Adjusted MOE per pupil expenditure deficiency amount, Col 2 (Line III.B minus IV.E) (If negative, then zero)		0.00
H. MOE determination with SFSF/Education Jobs Fund expenditure adjustment. (If both amounts in lines F and G are positive, MOE not met. If either column in Line IV.F or IV.G equals zero, MOE requirement has been met)	MOE Met	
I. MOE adjusted deficiency percentage, if MOE not met; otherwise zero. Col 1 (Line IV.F divided by Line III.B) and Col 2 (Line IV.G divided by Line III.B) (Funding under NCLB covered programs in FY 2013-14 may be reduced by the lower of the two percentages)	0.00%	0.00%

SECTION V - Detail of Charter School Adjustments (used in Section I, Line F and Section II, Line D)

Charter School Name/Reason for Adjustment	Expenditure Adjustment	ADA Adjustment
Total charter school adjustments	0.00	0.00

SECTION VI - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)

Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Unaudited Actuals
2011-12
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Allocation Factors (AF) for Support Costs

		----- Teacher Full-Time Equivalents -----				----- Classroom Units -----		Pupils Transported
		Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)		56,123.76	0.00	0.00	171,183.61	1,329,300.46	0.00	481,632.16
B. Enter Allocation Factor(s) by Goal: (Note: Allocation factors are only needed for a column if there are undistributed expenditures in line A.)		FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
Instructional Goals	Description							
0001	Pre-Kindergarten							
1110	Regular Education, K-12	1.00						
3100	Alternative Schools				2.00	156.00		145.00
3200	Continuation Schools							
3300	Independent Study Centers							
3400	Opportunity Schools							
3550	Community Day Schools							
3700	Specialized Secondary Programs							
3800	Vocational Education							
4110	Regular Education, Adult							
4610	Adult Independent Study Centers							
4620	Adult Correctional Education							
4630	Adult Vocational Education							
4760	Bilingual							
4850	Migrant Education							
5000-5999	Special Education (allocated to 5001)							
6000	ROC/P					11.00		
						3.00		
Other Goals	Description							
7110	Nonagency - Educational							
7150	Nonagency - Other							
8100	Community Services							
8500	Child Care and Development Services							
Other Funds	Description							
	Adult Education (Fund 11)							
	Child Development (Fund 12)							
	Cafeteria (Funds 13 & 61)							
C. Total Allocation Factors		1.00	0.00	0.00	2.00	170.00	0.00	145.00

Goal	Program/Activity	----- Direct Costs -----			Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
		Direct Charged (Schedule DCC) Column 1	Allocated (Schedule AC) Column 2	Subtotal (col. 1 + 2) Column 3			
Instructional Goals							
0001	Pre-Kindergarten	0.00	0.00	0.00			
1110	Regular Education, K-12	10,807,719.11	1,928,768.19	12,736,487.30	0.00	0.00	
3100	Alternative Schools	0.00	0.00	0.00	1,136,576.20	13,873,063.50	
3200	Continuation Schools	0.00	0.00	0.00	0.00	0.00	
3300	Independent Study Centers	0.00	0.00	0.00	0.00	0.00	
3400	Opportunity Schools	0.00	0.00	0.00	0.00	0.00	
3550	Community Day Schools	19,305.00	0.00	19,305.00	0.00	0.00	
3700	Specialized Secondary Programs	0.00	0.00	0.00	1,722.74	0.00	
3800	Vocational Education	0.00	0.00	0.00	0.00	21,027.74	
4110	Regular Education, Adult	10,561.48	0.00	10,561.48	0.00	0.00	
4610	Adult Independent Study Centers	0.00	0.00	0.00	942.48	0.00	
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	11,503.96	
4630	Adult Vocational Education	0.00	0.00	0.00	0.00	0.00	
4760	Bilingual	0.00	0.00	0.00	0.00	0.00	
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	
10-5999	Special Education	0.00	0.00	0.00	0.00	0.00	
6000	Regional Occupational Ctr/Prg (ROC/P)	1,998,299.44	86,013.56	2,084,313.00	185,999.52	0.00	
		175,591.48	23,458.24	199,049.72	17,762.76	2,270,312.52	
Other Goals						216,812.48	
7110	Nonagency - Educational	0.00	0.00	0.00	0.00	0.00	
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	
8100	Community Services	0.00	0.00	0.00	0.00	0.00	
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	
Other Costs							
----	Food Services					0.00	
----	Enterprise					0.00	
----	Facilities Acquisition & Construction					0.00	
----	Other Outgo					0.00	
Other Funds	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		0.00	0.00	52,027.80	52,027.80	
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)						
----	Total General Fund and Charter Schools Funds Expenditures	13,011,476.51	2,038,239.99	15,049,716.50	1,395,031.50	3,993,811.07	
						20,438,559.07	

Unaudited Actuals
2011-12
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Direct Charged Costs (DCC)

Goal	Type of Program	Instruction (Functions 1000-1999)	Instructional Supervision and Administration (Functions 2100-2300)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110-3160 and 3900)	Pupil Transportation (Function 3600)	Ancillary Services (Functions 4000-4999)	Community Services (Functions 5000-5999)	General Administration (Functions 7000-7999, except 7210)*	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Total
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
1110	Regular Education, K-12	7,920,900.18	97,312.89	344,850.59	1,106,789.21	535,255.42	0.00	589,000.68			0.00	0.00	0.00
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			213,610.14	0.00	10,807,719.11
3200	Continuation Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3550	Community Day Schools	19,305.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	19,305.00
3800	Vocational Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
1000	Regular Education, Adult	10,561.48	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
1000	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	10,561.48
1000	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4630	Adult Vocational Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
5000-5999	Special Education	1,679,338.85	84,405.15	0.00	1,137.60	105,680.07	127,737.77	0.00			0.00	0.00	0.00
6000	ROC/P	175,591.48	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	1,998,299.44
Other Goals											0.00	0.00	175,591.48
7110	Nonagency - Educational	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8100	Community Services		0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Total Direct Charged Costs		9,805,696.99	181,718.04	344,850.59	1,107,926.81	640,935.49	127,737.77	589,000.68	0.00	0.00	213,610.14	0.00	13,011,476.51

* Functions 7100-7199 for goals 8100 and 8500

Unaudited Actuals
2011-12
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Allocated Support Costs (AC)

Goal	Type of Program	Allocated Support Costs (Based on factors input on Form PCRAF)			Total
		Full-Time Equivalents	Classroom Units	Pupils Transported	
Instructional Goals					
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00
1110	Regular Education, K-12	227,307.37	1,219,828.66	481,632.16	1,928,768.19
3100	Alternative Schools	0.00	0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00
3800	Vocational Education	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00
4630	Adult Vocational Education	0.00	0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	0.00	0.00	0.00	0.00
6000	ROC/P	0.00	86,013.56	0.00	86,013.56
Other Goals					
7110	Nonagency - Educational	0.00	23,458.24	0.00	23,458.24
7150	Nonagency - Other	0.00	0.00	0.00	0.00
8100	Community Services	0.00	0.00	0.00	0.00
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00
Other Funds					
--	Adult Education (Fund 11)				
--	Child Development (Fund 12)	0.00	0.00		0.00
--	Cafeteria (Funds 13 and 61)		0.00	0.00	0.00
Total Allocated Support Costs		227,307.37	1,329,300.46	481,632.16	2,038,239.99

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A. Central Administration Costs in General Fund and Charter Schools Funds		
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	464,997.36
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000-7999)	43,784.24
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	806,495.42
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	79,754.48
5	Total Central Administration Costs in General Fund and Charter Schools Funds	1,395,031.50
B. Direct Charged and Allocated Costs in General Fund and Charter Schools Funds		
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	13,011,476.51
2	Total Allocated Costs (from Form PCR, Column 2, Total)	2,038,239.99
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	15,049,716.50
C. Direct Charged Costs in Other Funds		
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	0.00
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	0.00
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	583,024.18
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	583,024.18
D. Total Direct Charged and Allocated Costs (B3 + C5)		15,632,740.68
E. Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)		8.92%

Unaudited Actuals
 2011-12
 General Fund and Charter Schools Funds
 Program Cost Report
 Schedule of Other Costs (OC)

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000-9999)	Total
Food Services (Objects 1000-5999, 6400, and 6500)	0.00				0.00
Enterprise (Objects 1000-5999, 6400, and 6500)		0.00			0.00
Facilities Acquisition & Construction (Objects 1000-6500)			0.00		0.00
Other Outgo (Objects 1000-7999)				3,993,811.07	3,993,811.07
Total Other Costs	0.00	0.00	0.00	3,993,811.07	3,993,811.07

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Description	Principal Appt. Software Data ID	2011-12 Unaudited Actuals	2012-13 Budget
BASE REVENUE LIMIT PER ADA			
1. Base Revenue Limit per ADA (prior year)	0025	7,337.34	7,504.34
2. Inflation Increase	0041	164.00	243.00
3. All Other Adjustments	0042, 0525		
4. TOTAL, BASE REVENUE LIMIT PER ADA (Sum Lines 1 through 3)	0024	7,501.34	7,747.34
REVENUE LIMIT SUBJECT TO DEFICIT			
5. Total Base Revenue Limit			
a. Base Revenue Limit per ADA (from Line 4)	0024	7,501.34	7,747.34
b. AB 851 Add-on (Meals, BTS, Special Adjustments)	0719	22.31	23.02
c. Revenue Limit ADA	0033	1,766.55	1,791.61
d. Total Base Revenue Limit (Lines 5a plus 5b, times 5c)	0034, 0724	13,290,903.91	13,921,454.68
6. Allowance for Necessary Small School	0489		
7. Gain or Loss from Interdistrict Attendance Agreements	0272		
8. Meals for Needy Pupils	0090		
9. Special Revenue Limit Adjustments	0274		
10. One-time Equalization Adjustments	0275		
11. Miscellaneous Revenue Limit Adjustments	0276, 0659		
12. Less: All Charter District Revenue Limit Adjustment	0217		
13. Beginning Teacher Salary Incentive Funding	0552		
14. Less: Class Size Penalties Adjustment	0173		
15. REVENUE LIMIT SUBJECT TO DEFICIT (Sum Lines 5d through 11, plus Line 13, minus Lines 12 and 14)	0082	13,290,903.91	13,921,454.68
DEFICIT CALCULATION			
16. Deficit Factor	0281	0.79398	0.77728
17. TOTAL DEFICITED REVENUE LIMIT (Line 15 times Line 16)	0284	10,552,711.89	10,820,868.29
OTHER REVENUE LIMIT ITEMS			
18. Unemployment Insurance Revenue	0060	168,497.00	106,260.00
19. Less: Longer Day/Year Penalty	0287		
20. Less: Excess ROC/P Reserves Adjustment	0288		
21. Less: PERS Reduction	0195	39,023.00	17,843.00
22. PERS Safety Adjustment/SFUUSD PERS Adjustment	0205, 0654	0.00	
23. TOTAL, OTHER REVENUE LIMIT ITEMS (Sum Lines 18 and 22, minus Lines 19 through 21)	---	129,474.00	88,417.00
24. TOTAL REVENUE LIMIT (Sum Lines 17 and 23)	0088	10,682,185.89	10,909,285.29

Description	Principal Appt. Software Data ID	2011-12 Unaudited Actuals	2012-13 Budget
REVENUE LIMIT - LOCAL SOURCES			
25. Property Taxes	0587	4,466,904.00	4,773,809.00
26. Miscellaneous Funds	0588		
27. Community Redevelopment Funds	0589, 0721	34,678.00	28,309.00
28. Less: Charter Schools In-lieu Taxes	0595	176,678.00	
29. TOTAL, REVENUE LIMIT - LOCAL SOURCES (Sum Lines 25 through 27, minus Line 28)	0126	4,324,904.00	4,802,118.00
30. Charter School General Purpose Block Grant Offset (Unified Districts Only)	0293		
31. STATE AID PORTION OF REVENUE LIMIT (Sum Line 24, minus Lines 29 and 30. If negative, then zero)	0111	6,357,281.89	6,107,167.29
OTHER ITEMS			
32. Less: County Office Funds Transfer	0458		
33. Core Academic Program	9001		
34. California High School Exit Exam	9002		
35. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017		
36. Apprenticeship Funding	0570		
37. Community Day School Additional Funding	3103, 9007		
38. Basic Aid "Choice"/Court Ordered Voluntary Pupil Transfer	0634, 0629		
39. Basic Aid Supplement Charter School Adjustment	9018		
40. All Other Adjustments	---		(790,100.00)
41. TOTAL, OTHER ITEMS (Sum Lines 33 through 40, minus Line 32)	---	0.00	(790,100.00)
42. TOTAL, STATE AID PORTION OF REVENUE LIMIT (Sum Lines 31 and 41) (This amount should agree with Object 8011)	---	6,357,281.89	5,317,067.29
43. Less: Revenue Limit State Apportionment Receipts	---		
44. NET ACCRUAL TO STATE AID - REVENUE LIMIT (Line 42 minus Line 43)	---	6,357,281.89	

OTHER NON-REVENUE LIMIT ITEMS			
45. Core Academic Program	9001		
46. California High School Exit Exam	9002		
47. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017		
48. Apprenticeship Funding	0570		
49. Community Day School Additional Funding	3103, 9007		

Description	2011-12 Actual	2012-13 Budget	% Diff.
SELPA Name: Monterey County (AS)			
Date allocation plan approved by SELPA governance:			
I. TOTAL SELPA REVENUES			
A. Base Plus Taxes, IDEA, and Excess ERAF			
1. Base Apportionment			0.00%
2. Local Special Education Property Taxes			0.00%
3. Federal IDEA, Part B, Local Assistance Grants			0.00%
4. Applicable Excess ERAF			0.00%
5. Total Base Apportionment, Taxes, IDEA, and Excess ERAF	0.00	0.00	0.00%
B. COLA Apportionment			0.00%
C. Growth Apportionment or Declining ADA Adjustment			0.00%
D. Subtotal (Sum lines A.5, B, and C)	0.00	0.00	0.00%
E. Program Specialist/Regionalized Services Apportionment			0.00%
F. Low Incidence Materials and Equipment Apportionment			0.00%
G. Out of Home Care Apportionment			0.00%
H. NPS/LCI Extraordinary Cost Pool Apportionment			0.00%
I. Adjustment for NSS with Declining Enrollment			0.00%
J. Grand Total Apportionment, Taxes, IDEA, and Excess ERAF (Sum lines D through I)	0.00	0.00	0.00%
K. Mental Health Apportionment			0.00%
L. Federal IDEA Local Assistance Grants - Preschool			0.00%
M. Federal IDEA - Section 619 Preschool			0.00%
N. Other Federal Discretionary Grants			0.00%
O. Other Adjustments			0.00%
P. Total SELPA Revenues (Sum lines J through O)	0.00	0.00	0.00%

Description	2011-12 Actual	2012-13 Budget	% Diff.
II. ALLOCATION TO SELPA MEMBERS			
Monterey County Office of Education (AS00)			0.00%
Alisal Union Elementary (AS01)			0.00%
Chualar Union Elementary (AS02)			0.00%
Greenfield Union Elementary (AS04)			0.00%
King City Union Elementary (AS05)			0.00%
Salinas City Elementary (AS06)			0.00%
San Antonio Union Elementary (AS07)			0.00%
Santa Rita Union Elementary (AS08)			0.00%
Spreckels Union Elementary (AS10)			0.00%
Washington Union Elementary (AS11)			0.00%
South Monterey County Joint Union High (AS13)			0.00%
Salinas Union High (AS14)			0.00%
Carmel Unified (AS15)			0.00%
Monterey Peninsula Unified (AS16)			0.00%
North Monterey County Unified (AS17)			0.00%
Pacific Grove Unified (AS18)			0.00%
San Ardo Union Elementary (AS19)			0.00%
San Lucas Union Elementary (AS20)			0.00%
Mission Union Elementary (AS21)			0.00%
Big Sur Unified (AS22)			0.00%
Soledad Unified (AS23)			0.00%
Gonzales Unified (AS24)			0.00%
Bradley Union Elementary (AS25)			0.00%
Graves Elementary (AS26)			0.00%
Lagunita Elementary (AS27)			0.00%
(AS99)			0.00%
Total Allocations (Sum all lines in Section II) (Amount must equal Line I.P)	0.00	0.00	0.00%

Preparer
 Name: _____
 Title: _____
 Phone: _____

Current LEA: 27-66068-0000000 South Monterey County Joint Union High		
Selected SELPA: AS		(Enter a SELPA ID from the list below then save and close)
POTENTIAL SELPAS FOR THIS LEA		DATE APPROVED
ID	SELPA-TITLE	(from Form SEA)
AS	Monterey County	

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 6900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation					4,001,032.95	2,147,022.32		
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail							38,410.63	21,699.72
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation					0.00	494,389.12		
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail							21,699.72	494,389.12
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation					0.00	0.00		
2 CHILD DEVELOPMENT FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation					0.00	0.00		
3 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation					145,989.37	0.00		
4 DEFERRED MAINTENANCE FUND								
Expenditure Detail							0.00	38,410.63
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail								
Fund Reconciliation					2,495,422.07	4,001,032.95		
SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail							494,389.12	0.00
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation						0.00		
SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
BUILDING FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
CAPITAL FACILITIES FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
IP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
ST SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
TX OVERRIDE FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
ST SERVICE FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
FOUNDATION PERMANENT FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation						0.00		
CAFETERIA ENTERPRISE FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation					0.00	0.00		
					0.00	0.00	0.00	0.00

Unaudited Actuals
2011-12 Unaudited Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00					0.00	0.00
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00					0.00	0.00
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00					0.00	0.00
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
7 RETIREE BENEFIT FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail								
Fund Reconciliation					0.00			
8 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00					0.00	0.00
Other Sources/Uses Detail								
Fund Reconciliation					0.00			
WARRANT/PASS-THROUGH FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail								
Fund Reconciliation								
STUDENT BODY FUND								
Expenditure Detail							0.00	0.00
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	0.00	0.00	0.00	0.00	6,642,444.39	6,642,444.39	554,499.47	554,499.47

Description	EDP No.	Home-to-School	SD/OI
SCHEDULE I - PUPIL TRANSPORTATION DATA			
A. ENTER average number of buses used to transport pupils daily to/from school	008/006	6.0	0.0
B. 1. ENTER average number of pupils transported daily one way to/from school (excluding extended year)	020/019	145.0	0.0
2. ENTER number of pupils included on Line B1 with transportation in IEP	023/024	0.0	0.0
C. ENTER total number of miles driven to/from school	021/022	56,372.0	0.0
D. ENTER 1 for traditional school year, 2 for year-round, or 3 for a combination of both, for days pupils transported	030/033	1	
SCHEDULE II - COST DATA			
(Home-to-School: Unless otherwise specified, Fund 01, Resources 1100, 7230, and 7235, Function 3600)			
(SD/OI: Unless otherwise specified, Fund 01, Resource 7240, Function 3600)			
A. Classified Salaries & Benefits (Objects 2100-2999, 3102, 3202, 3302, 3402, 3502, 3602, 3702, 3752, 3802, and 3902)		309,560.31	0.00
B. Books & Supplies (Objects 4200, 4300, and 4400)		110,793.39	0.00
C. 1. Subagreements for Services (Object 5100)		0.00	0.00
a. ENTER amount included on Line C1 paid to a private contractor to transport pupils		0.00	
2. Travel/Conferences & Dues/Memberships (Objects 5200 and 5300)	003/004	1,082.32	0.00
3. Insurance (Objects 5400 and 5450)		10,722.75	0.00
4. Rentals, Leases, Repairs, and Noncapitalized Improvements (Object 5600)		21,452.31	0.00
5. Interprogram/Interfund Transfers (Objects 5710 and 5750)		(25,304.38)	0.00
6. Other Services and Operating Expenditures (Object 5800) (Contracts for repairs should be charged to Object 5600)		12,506.53	0.00
7. Communications (Object 5900)		827.55	0.00
D. Capital Outlay, Lease Purchase & Debt Service (Home-to-School: Funds 01, 15, & 18, all applicable Resources except 7240, Function 3600, Objects 6400 & 6500, plus Fund 01, Resources 7230, 7235, and 7236, Function 9100, Objects 7438 and 7439, plus Funds 15 & 18, Function 9100, Objects 7438 and 7439, minus Fund 01, Resources 7230 and 7235, Object 8972, minus Funds 15 & 18, Object 8972) (SD/OI: Fund 01, Resource 7240, Function 3600, Objects 6400 & 6500, plus Fund 01, Resource 7240, Function 9100, Objects 7438 and 7439, minus Fund 01, Resource 7240, Object 8972)		0.00	0.00
1. ENTER amount of capital outlay, lease purchase & debt service included on Line D in Home-to-School that belongs in SD/OI as a decrease to Home-to-School and an increase to SD/OI. (Line D1 must net to zero)		0.00	
E. Direct Support Costs			
1. Plant Maintenance & Operations and Facilities (Fund 01, Resource 7230 (HtoS) or 7240 (SD/OI), Functions 8100-8400 and 8700, Objects 2000-5999, 6400, and 6500)		0.00	0.00
F. Direct and Direct Support Costs (Lines A through E1 except Line C1a)	096/095	441,640.78	0.00
G. Reconciliation Amounts (For CDE's use; LEAs, refer to instructions)		0.00	
1. Additions		0.00	
2. Deductions		0.00	
H. Gross Transportation Expense (Line F plus Line G1 minus Line G2)	094/093	441,640.78	0.00
I. Reimbursement from other districts/county offices/charter or private schools/agencies for transportation expenses included in Line H (Fund 01, Resource 7230 (HtoS) or 7240 (SD/OI), Objects 8677 and 8699)		52,367.09	0.00
1. ENTER amount of Line I that represents reimbursements other than for transportation services (i.e., fuel tax reimbursement, insurance recovery, bus trade-in or sale, prior year refunds, etc.)		0.00	
J. Subtotal, Pupil Transportation Expense (Line H minus Line I)	097/098	389,273.69	0.00
K. Indirect Costs (Approved indirect cost rate of 10.78% times the sum of Line H minus lines C1, D, and D1. If negative, then zero.)		47,608.88	0.00
L. Net Pupil Transportation Expense (Lines J and K)	100/101	436,882.57	0.00

Description	EDP No.	Home-to-School	SD/OI
SCHEDULE III - ALLOWABLE TRANSPORTATION EXPENSE			
A. Net Pupil Transportation Expense (Schedule II, Line L)			
B. ENTER deduction for increased cost of court ordered transportation (Los Angeles Unified, San Bernardino Unified and San Diego Unified only)		436,882.57	0.00
C. Deduction for payments to common carriers and parents in lieu of transportation provided to your pupils		0.00	
1. ENTER payments by your LEA, included in Schedule II, Line C1			
2. ENTER payments by another LEA, included in Schedule II, Line C1		0.00	
3. Less: ENTER payments to common carriers and parents, deducted on Line B		0.00	
D. Deduction for bus acquisition and/or replacement		0.00	
1. ENTER portion of bus payments included in Schedule II, Line D plus Line D1 that was for your pupils (exclude portion other LEAs paid to you as part of their costs)			
2. ENTER portion of payments included in Schedule II, lines C1 and C6 paid to another LEA providing services to your LEA		0.00	
3. Less: ENTER bus acquisition and/or replacement included in deduction taken on Line B		0.00	
E. Deduction for unallowable costs		0.00	
1. ENTER amount of unallowable costs included in Schedule II, lines C1 and C6 paid by you to another LEA			
2. Less: ENTER unallowable costs amount included in deduction taken on Line B		0.00	
F. Total Deductions (Lines B, C1, C2, D1, D2, and E1 minus lines C3, D3, and E2)		0.00	
G. Bus Operating Expense (Line A minus Line F)		0.00	0.00
H. 1. Cost Per Mile (Line G divided by Schedule I, Line C)	110/111	436,882.57	0.00
2. Cost Per Pupil (Line G divided by Schedule I, Line B1)	120/121	7.750	0.000
I. Payments to common carriers and to parents in lieu of transportation (Lines C1 and C2 minus Line C3)	122/123	3,012.983	0.000
J. 1. ENTER prior year unallowable costs paid to another LEA used in the current year for bus purchases	080/081	0.00	0.00
2. Bus acquisition and replacement (Lines J1, D1, and D2 minus D3)		0.00	
K. Approved Transportation Expense (Lines G, I, and J2)	085/086	0.00	0.00
L. Approved Non-SD/OI Home-to-School Transportation Expense	130/133	436,882.57	0.00
1. Calculated Expense (Line K divided by Schedule I, Line B1 times Schedule I, Line B2)	132c	0.00	
2. ENTER LEA's computed expense if different than amount calculated in Line L1 (maintain documentation locally)	132a	0.00	

Contact: Mary Mendenhall

Title: CBO

Agency: SMCJUHSD

Phone Number/Ext: 831 385-0606

E-mail Address: mmendenhall@kingcity.k12.ca.us

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Unaudited Actuals
2011-12 Unaudited Actuals
Technical Review Checks

South Monterey County Joint Union High
County

Monterey

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

- CHECKFUND - (F) - All FUND codes must be valid. PASSED
- CHECKRESOURCE - (W) - All RESOURCE codes must be valid. PASSED
- CHK-RS-LOCAL-DEFINED - (F) - All locally defined resource codes must roll up to a CDE defined resource code. PASSED
- CHECKGOAL - (F) - All GOAL codes must be valid. PASSED
- CHECKFUNCTION - (F) - All FUNCTION codes must be valid. PASSED
- CHECKOBJECT - (F) - All OBJECT codes must be valid. PASSED
- CHK-FUNDxOBJECT - (F) - All FUND and OBJECT account code combinations must be valid. PASSED
- CHK-FUNDxRESOURCE - (W) - All FUND and RESOURCE account code combinations should be valid. PASSED
- CHK-FUNDxGOAL - (W) - All FUND and GOAL account code combinations should be valid. PASSED
- CHK-FUNDxFUNCTION-A - (W) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid. PASSED
- CHK-FUNDxFUNCTION-B - (F) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid. PASSED
- CHK-RESOURCExOBJECTA - (W) - All RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) account code combinations should be valid. PASSED
- CHK-RESOURCExOBJECTB - (O) - All RESOURCE and OBJECT (objects 9791, 9793, and 9795) account code combinations should be valid. PASSED
- CHK-FUNCTIONxOBJECT - (F) - All FUNCTION and OBJECT account code combinations must be valid. PASSED

CHK-GOALxFUNCTION-A - (F) - Goal and function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC.

PASSED

CHK-GOALxFUNCTION-B - (F) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699).

PASSED

SPECIAL-ED-GOAL - (F) - Special Education revenue and expenditure transactions (resources 3300-3405, 6500-6540, and 7240, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational.

PASSED

BALANCE-FDxRS - (F) - Adjusted Beginning Fund Balance plus Revenues minus Expenditures minus Assets plus Liabilities, must total zero by fund and resource, except for agency funds 76 and 95.

PASSED

PY-EFB=CY-BFB - (F) - Prior year ending fund balance (preloaded from last year's unaudited actuals submission) must equal current year beginning fund balance (Object 9791).

PASSED

PY-EFB=CY-BFB-RES - (F) - Prior year ending balance (preloaded from last year's unaudited actuals submission) must equal current year beginning balance (Object 9791), by fund and resource.

PASSED

BALANCE-FDxRS-AGENCY - (F) - Assets (objects 9100-9499) minus Liabilities (objects 9500-9699) must total zero by fund and resource for agency funds 76 and 95.

PASSED

GENERAL LEDGER CHECKS

INTERFD-DIR-COST - (F) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds.

PASSED

INTERFD-INDIRECT - (F) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds.

PASSED

INTERFD-INDIRECT-FN - (F) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function.

PASSED

INTERFD-IN-OUT - (F) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629).

PASSED

DUE-FROM=DUE-TO - (F) - Due from Other Funds (Object 9310) must equal Due to Other Funds (Object 9610).

PASSED

PERS-REDUCTION - (F) - PERS Reduction Transfer (Object 8092) in the General Fund must equal PERS Reduction, certificated and classified positions (objects 3801-3802) in all funds.

PASSED

RL-TRANSFER - (F) - Revenue Limit Transfers (objects 8091 and 8099) must net to zero, individually.

PASSED

INTRA-FD-DIR-COST - (F) - Transfers of Direct Costs (Object 5710) must net to zero by fund.

PASSED

INTRA-FD-INDIRECT - (F) - Transfers of Indirect Costs (Object 7310) must net to zero by fund. PASSED

INTRA-FD-INDIRECT-FN - (F) - Transfers of Indirect Costs (Object 7310) must net to zero by function. PASSED

CONTRIB-UNREST-REV - (F) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. PASSED

CONTRIB-RESTR-REV - (F) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. PASSED

RESTR-BAL-TRANSFER - (F) - Transfers of Restricted Balances (Object 8997) must net to zero. PASSED

LOTTERY-CONTRIB - (F) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300). PASSED

PASS-THRU-REV=EXP - (W) - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for resources 3327 and 3328), by resource. PASSED

SE-PASS-THRU-REVENUE - (W) - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area. PASSED

CEFB=FD-EQUITY - (F) - Components of Ending Fund Balance/Net Assets (objects 9710-9790, 9796, and 9797) must agree with Fund Equity (Assets [objects 9100-9499] minus Liabilities [objects 9500-9699]). PASSED

EXCESS-ASSIGN-REU - (F) - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 73). PASSED

UNASSIGNED-NEGATIVE - (F) - Unassigned/Unappropriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 73. PASSED

UNR-NET-POSITION-NEG - (W) - Object 9790, in restricted resources, must be zero or negative, by resource, in funds 61 through 73. PASSED

EFB-POSITIVE - (W) - All ending fund balances (Object 979Z) should be positive by resource, by fund. PASSED

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
01	4047	8290	-6,704.00

Explanation: This has been corrected and will prove corrected after year end close

01	9010	8660	-55.12
----	------	------	--------

Explanation: MCOE negative interest posting

13 5310 8660 -941.80
Explanation:MCOE negative interest posting

REV-POSITIVE - (W) - In the following resources, total revenues exclusive of contributions (objects 8000-8979) are negative, by fund: EXCEPTION

<u>FUND</u>	<u>RESOURCE</u>	<u>VALUE</u>
01	4047	-6,704.00

Explanation:This has been corrected and will prove corrected after year end

EXP-POSITIVE - (W) - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund. PASSED

AR-AP-POSITIVE - (F) - Accounts Receivable (Object 9200), Due from Other Funds (Object 9310), Accounts Payable (Object 9500), and Due to Other Funds (Object 9610) should have a positive balance by resource, by fund. PASSED

CEFB-POSITIVE - (F) - Components of Ending Fund Balance/Net Assets (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund. PASSED

CONSOLIDATED-ADM-BAL - (F) - Net expenditures and assets minus liabilities must equal zero for Resource 3155, NCLB: Consolidated Administrative Funds. PASSED

SUPPLEMENTAL CHECKS

BDGT-ADOPTION-PRVDED - (F) - In compliance with EC Section 42127(i), selection of a Budget Adoption Cycle must be provided. PASSED

NCMOE-ADA - (F) - If Form NCMOE is completed, ADA must be reported in Section II, Line E. PASSED

CORR-ADA - (F) - If Adults in Correctional Facilities ADA is reported in Form A, Line 17, general ledger data for Adults in Correctional Facilities (Resource 6015, Goal 4620) must be provided and Form CORR (Adults in Correctional Facilities) must be completed. PASSED

CORR-NO-ADA - (W) - If Adults in Correctional Facilities ADA is not reported in Form A, Line 17, general ledger data for Adults in Correctional Facilities (Resource 6015, Goal 4620) should not be reported. PASSED

DAY-NO-ADA - (W) - If Community Day Schools Annual ADA is not reported in Form A, Line 1g or 4e, general ledger data for Community Day Schools (Resource 2430) should not be reported. PASSED

ASSET-IMPORT - (W) - If capital asset amounts are imported/keyed (Function 8500, Facilities Acquisition and Construction, or objects 6XXX, Capital Outlay), then capital asset supplemental data (Form ASSET) should be provided. PASSED

DEBT-IMPORT - (F) - If long-term debt amounts are imported/keyed, the long-term debt supplemental data (Form DEBT) must be provided. PASSED

LOT-IMPORT - (F) - If lottery amounts are imported in resources 1100 and/or 6300, then the Lottery Report, Form L, must be completed and saved. PASSED

LOT-CONTRIB-IMPORT-A - (F) - If State Lottery revenue (Resource 1100) is contributed to other resources (Object 8980), supplemental data for those contributions must be entered in Form L. PASSED

LOT-CONTRIB-IMPORT-B - (W) - If State Lottery revenue (Resource 1100) is contributed to other resources (Object 8980), supplemental expenditure data for those contributions should be entered in Form L. PASSED

NCMOE-IMPORT - (F) - If No Child Left Behind amounts are imported, then the No Child Left Behind Maintenance of Effort form, Form NCMOE, must be provided. PASSED

TRAN-IMPORT - (W) - If Home-to-School and/or Special Education (Severely Disabled/Orthopedically Impaired) transportation amounts are imported in resources 7230 and/or 7240, the Annual Report of Pupil Transportation, Form TRAN, must be completed and saved. PASSED

RL-CALC - (F) - Revenue Limit Sources (objects 8010-8089) minus Charter Schools General Purpose Entitlement - State Aid (Object 8015) minus Revenue Limit State Aid - Prior Years (Object 8019) should agree with Property Taxes (ID 0587), plus Miscellaneous Funds (ID 0588), plus Community Redevelopment Funds (ID 0589, 0721), plus Total State Aid Portion of Revenue Limit (Line 42) in Form RL. PASSED

RL-STATE-AID - (F) - RL State Aid - Current Year (Object 8011) should agree with Total State Aid Portion of Revenue Limit calculated in Form RL (Line 42). PASSED

RL-LOCAL-REVENUES - (F) - The sum of RL Local Revenues (objects 8020-8089) should agree with the sum of Local Revenues (IDs 0587, 0588, 0589, and 0721) in Form RL. PASSED

ADA-RL-COMPARISON - (F) - In Form A, Total Revenue Limit - K-12 ADA (Line 10) minus ADA from Necessary Small Schools (Line 11) plus ADA for Block Grant Funded Charters Sponsored by a Unified District, pupils residing in the Unified District (Line 24a), plus ADA for Revenue Limit Funded Charters (Line 25) should agree with the ADA reported in Form RL, Line 5c. PASSED

RL-PERS-REDUCTION - (WC) - The PERS Reduction Transfer (Object 8092) should equal PERS Reduction (ID 0195) minus PERS Safety Adjustment/SFUSD PERS Adjustment (IDs 0205 and 0654) in Form RL (unless Line 31 is zero). PASSED

CURRENT-CALC-EXP - (O) - The Percent of Current Cost of Education Expended for Classroom Compensation (Line 15 in Form CEA) must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts under EC Section 41372, unless the district is exempt pursuant to EC Section 41374. PASSED

IC-ADMIN-PLANT-SVCS - (W) - Percentage of plant services costs attributable to general administration should not be zero or exceed 25%. PASSED

IC-PCT - (W) - The straight indirect cost percentage before the carry-forward adjustment (Form ICR, Part III, Line C) is between 2% and 9%. PASSED

- IC-POSITIVE - (W) - The indirect cost rate after the carry-forward adjustment (Form ICR, Part III, Line D) should be positive. PASSED
- IC-ADMIN-NOT-ZERO - (F) - Other General Administration costs (Part III, Line A1) in Form ICR should not be zero. PASSED
- IC-BD-SUPT-NOT-ZERO - (W) - Board and Superintendent costs (Part III, Line B7) in Form ICR should not be zero. PASSED
- IC-BD-SUPT-VS-ADMIN - (W) - In Form ICR, the ratio of Board and Superintendent costs (Part III, Line B7) to Other General Administration costs (Part III, Line A1) should not be less than 5%. PASSED
- IC-EXCEEDS-LEA-RATE - (W) - The indirect cost rate used in one or more programs (Form ICR, Exhibit A - Rate Used) should not exceed the LEA's approved indirect cost rate. PASSED
- TRAN-PUPIL-DATA - (F) - If miles or pupils transported data have been reported in Form TRAN, Schedule I, Line B1 and/or Line C, then costs must be reported in Schedule III, Line K. PASSED
- TRAN-NO-PUPIL-DATA - (F) - If costs are reported in Form TRAN, Schedule III, Line K, then the applicable pupil transportation data must be reported in Schedule I. PASSED
- TRAN-COST-PER-MILE - (W) - The calculated cost per mile in Form TRAN, Schedule III, Line H1, should not exceed \$12. PASSED
- TRAN-COST-PER-PUPIL - (W) - The calculated cost per pupil in Form TRAN, Schedule III, Line H2, should not exceed \$6,500 for Home-to-School or \$12,500 for Severely Disabled/Orthopedically Impaired (SD/OI) transportation. PASSED
- PCRAF-UNDISTRIBUTED - (F) - Allocation factors must be entered in Form PCRAF for support functions with costs in undistributed goals (goals 0000 and 9000). PASSED
- PCR-ALLOC-NO-DIRECT - (W) - In forms PCR/PCRAF, costs should normally only be allocated to goals that have direct costs. PASSED
- PCR-GF-EXPENDITURES - (F) - Total Costs by Program in Form PCR, Column 6 should agree with total expenditures (objects 1000-7999) in funds 01, 09, and 62. PASSED
- ASSET-ACCUM-DEPR-NEG - (F) - In Form ASSET, accumulated depreciation for governmental and business-type activities must be zero or negative. PASSED
- ASSET-PY-BAL - (F) - If capital asset ending balances were included in the prior year unaudited actuals, the Schedule of Capital Assets (Form ASSET) must be provided. PASSED
- DEBT-ACTIVITY - (O) - If long-term debt exists, there should be activity entered in the Schedule of Long-Term Liabilities (Form DEBT) for each type of debt. PASSED
- DEBT-POSITIVE - (F) - In Form DEBT, long-term liability ending balances must

be positive.

PASSED

DEBT-PY-BAL - (F) - If long-term liability ending balances were included in the prior year unaudited actuals data, the Schedule of Long-Term Liabilities (Form DEBT) must be provided.

PASSED

EXPORT CHECKS

FORM01-PROVIDE - (F) - Form 01 (Form 01I) must be opened and saved.

PASSED

RL-SUPP-PROVIDE - (F) - Revenue Limit supplemental data (Form RL) must be provided.

PASSED

UNAUDIT-CERT-PROVIDE - (F) - Unaudited Actual Certification (Form CA) must be provided.

PASSED

ADA-PROVIDE - (F) - Average Daily Attendance data (Form A) must be provided.

PASSED

CEA-PROVIDE - (F) - Current Expense Formula/Minimum Classroom Compensation data (Form CEA) must be provided.

PASSED

ICR-PROVIDE - (F) - Indirect Cost Rate Worksheet (Form ICR) must be provided.

PASSED

GANN-PROVIDE - (F) - Appropriations Limit Calculations supplemental data (Form GANN) must be provided.

PASSED

CHK-UNBALANCED-A - (W) - Unbalanced and/or incomplete data in any of the forms should be corrected before an official export is completed.

PASSED

CHK-UNBALANCED-B - (F) - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export can be completed.

PASSED

CHK-DEPENDENCY - (F) - If data have changed that affect other forms, the affected forms must be opened and saved.

PASSED

Checks Completed.

Unaudited Actuals
2012-13 Budget
Technical Review Checks

South Monterey County Joint Union High
County

Monterey

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

- CHECKFUND - (F) - All FUND codes must be valid. PASSED
- CHECKRESOURCE - (W) - All RESOURCE codes must be valid. PASSED
- CHK-RS-LOCAL-DEFINED - (F) - All locally defined resource codes must roll up to a CDE defined resource code. PASSED
- CHECKGOAL - (F) - All GOAL codes must be valid. PASSED
- CHECKFUNCTION - (F) - All FUNCTION codes must be valid. PASSED
- CHECKOBJECT - (F) - All OBJECT codes must be valid. PASSED
- CHK-FUNDxOBJECT - (F) - All FUND and OBJECT account code combinations must be valid. PASSED
- CHK-FUNDxRESOURCE - (W) - All FUND and RESOURCE account code combinations should be valid. PASSED
- CHK-FUNDxGOAL - (W) - All FUND and GOAL account code combinations should be valid. PASSED
- CHK-FUNDxFUNCTION-A - (W) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid. PASSED
- CHK-FUNDxFUNCTION-B - (F) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid. PASSED
- CHK-RESOURCExOBJECTA - (W) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate. EXCEPTION

ACCOUNT					RESOURCE	OBJECT	VALUE
FD	RS	PY	GO	FN - OB			
01	4035	0	0000	0000-9740	4035	9740	77,500.00

CHK-RESOURCExOBJECTB - (O) - All RESOURCE and OBJECT (objects 9791, 9793, and 9795) account code combinations should be valid. PASSED

CHK-FUNCTIONxOBJECT - (F) - All FUNCTION and OBJECT account code combinations must be valid. PASSED

CHK-GOALxFUNCTION-A - (F) - Goal and function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC. PASSED

CHK-GOALxFUNCTION-B - (F) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699). PASSED

SPECIAL-ED-GOAL - (F) - Special Education revenue and expenditure transactions (resources 3300-3405, 6500-6540, and 7240, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. PASSED

GENERAL LEDGER CHECKS

INTERFD-DIR-COST - (F) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds. PASSED

INTERFD-INDIRECT - (F) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds. PASSED

INTERFD-INDIRECT-FN - (F) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function. PASSED

INTERFD-IN-OUT - (F) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). PASSED

PERS-REDUCTION - (F) - PERS Reduction Transfer (Object 8092) in the General Fund must equal PERS Reduction, certificated and classified positions (objects 3801-3802) in all funds. PASSED

RL-TRANSFER - (F) - Revenue Limit Transfers (objects 8091 and 8099) must net to zero, individually. PASSED

INTRAFFD-DIR-COST - (F) - Transfers of Direct Costs (Object 5710) must net to zero by fund. PASSED

INTRAFFD-INDIRECT - (F) - Transfers of Indirect Costs (Object 7310) must net to zero by fund. PASSED

INTRAFFD-INDIRECT-FN - (F) - Transfers of Indirect Costs (Object 7310) must net to zero by function. PASSED

CONTRIB-UNREST-REV - (F) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. PASSED

CONTRIB-RESTR-REV - (F) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. PASSED

RESTR-BAL-TRANSFER - (F) - Transfers of Restricted Balances (Object 8997) must net to zero. PASSED

LOTTERY-CONTRIB - (F) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300). PASSED

PASS-THRU-REV=EXP - (W) - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for resources 3327 and 3328), by resource. PASSED

SE-PASS-THRU-REVENUE - (W) - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area. PASSED

EXCESS-ASSIGN-REU - (F) - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 73). PASSED

UNASSIGNED-NEGATIVE - (F) - Unassigned/Unappropriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 73. PASSED

UNR-NET-POSITION-NEG - (W) - Object 9790, in restricted resources, must be zero or negative, by resource, in funds 61 through 73. PASSED

EFB-POSITIVE - (W) - Ending balance (Object 9792) is negative for the following resources. Please explain the cause of the negative balances and your plan to resolve them. EXCEPTION

FUND	RESOURCE	NEG. EFB
01	6300	
Total of negative resource balances for Fund 01		-17,245.00
14	0000	
Total of negative resource balances for Fund 14		-32,312.80
35	7710	
Total of negative resource balances for Fund 35		-802,638.53

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
01	6300	9790	-17,245.00
Explanation: Use of carryover planned in new year			
35	7710	9790	-802,638.53
Explanation: Use of carryovers planned in new year			

REV-POSITIVE - (W) - Revenue amounts exclusive of contributions (objects 8000-8979) should be positive by resource, by fund. PASSED

EXP-POSITIVE - (W) - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund. PASSED

CEFB-POSITIVE - (F) - Components of Ending Fund Balance/Net Assets (objects 9700-9789, 9796, and 9797) are not positive individually by resource, by fund. EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
14	0000	9780	-32,312.80

SUPPLEMENTAL CHECKS

RL-CALC - (F) - Revenue Limit Sources (objects 8010-8089) minus Charter Schools General Purpose Entitlement - State Aid (Object 8015) minus Revenue Limit State Aid - Prior Years (Object 8019) should agree with Property Taxes (ID 0587), plus Miscellaneous Funds (ID 0588), plus Community Redevelopment Funds (ID 0589, 0721), plus Total State Aid Portion of Revenue Limit (Line 42) in Form RL. PASSED

RL-STATE-AID - (F) - RL State Aid - Current Year (Object 8011) should agree with Total State Aid Portion of Revenue Limit calculated in Form RL (Line 42). PASSED

RL-LOCAL-REVENUES - (F) - The sum of RL Local Revenues (objects 8020-8089) should agree with the sum of Local Revenues (IDs 0587, 0588, 0589, and 0721) in Form RL. PASSED

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

SUBJECT: Approval of KCHS Wrestling Team to Attend
Overnight Tournaments

MEETING: September 12, 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
- _____ 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 KCHS Varsity wrestling tournaments are usually a two day event, requiring overnight stays. The dates of the tournaments will be held from December 7, 2012 through March 2, 2013.

Recommendation:

The recommendation is being made to approve the students attend the overnight tournaments.

Fiscal Impact:

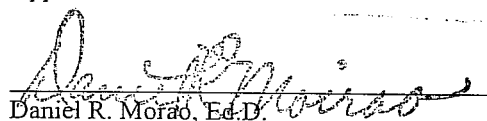
There is no fiscal impact on the district.

Submitted By:



Janet Sanchez-Matos
Principal

Approved:



Daniel R. Morao, Ed.D.
State Administrator



August 3, 2012

TO: The SMC Joint Union High School District
FROM: Mike Ciccarelli
KCHS Head Wrestling Coach

Varsity wrestling tournaments are typically two day events with early morning weigh-ins. Of course, this requires overnight trips, which in turn require board approval. Our tournaments that require overnight stays are:

The Chukchansi Invitational in Madera on 12/7,8

The Calif. Coast Classic in Aptos on 12/21,22

The Lemoore Bash on 12/28,29

The Atascadero Revolution in Atascadero on 1/4,5

The Jim Root Invitational at Prospect HS in Saratoga on 1/12

The C.I.T. (California Invitational Tournament) at Morro Bay HS on 1/18,19

The Colt Invitational at El Camino HS on 2/2

Post Season:

The Central Coast Section Championships in San Jose on 2/22,23

The California State Championships in Bakersfield on 3/1,2

Thank You,

Mike Ciccarelli

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

SUBJECT: Approval of the KCHS 2012-2013 FFA Calendar

MEETING: September 12, 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
- 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 a listing of FFA events scheduled for the 2012-2013 school year.


Recommendation:

The request is being made to approve the activities.

Fiscal Impact:


There is no fiscal impact to the district. Any costs would be covered by FFA.

Submitted By:



Janet Sanchez-Matos
Principal

Approved:



Daniel R. Morao, Ed.D.
State Administrator

FFA 2012-2013 Calendar

<u>August</u>	
Parent Orientation Meeting	Aug. 13
Cattleman's roping	Aug. 17-18
FFA Meeting/ (ice cream social)	Aug. 22
<u>September</u>	
Young Farmers Destruction Derby	Sept. 8
Greenhand / Chapter Farmer Banquet	Sept. 11
School Board Meeting @ Greenfield	Sept. 12
San Benito Fair Weigh In	Sept. 25
San Benito Fair Hog Show	Sept. 26
San Benito Fair Sheep & Goat Show	Sept. 27
San Benito Auction	Sept. 29
<u>October</u>	
Opening and Closing Competition @ Alvarez HS	Oct 3
Poinsettia sales start	Oct. 9
Chapter Officer Leader Conf. @ Hollister (overnight)	Oct. 13-14
FFA Meeting/ (Movie Night)	Oct. 16
Greenhand Conference in Paso Robles	Oct. 18
National FFA Convention in Indianapolis, IN (overnight trip)	Oct. 23-27
Poinsettia sales due	Oct. 31
<u>November</u>	
Best Informed Greenhand/Cooperative Marketing Test	Nov 7
FFA meeting (Dinner)	Nov. 19
Distribute Poinsettias	Nov. 28
Manuscripts for Prepared Public Speaking Due- KC	Nov. 28
Christmas Parade	Nov. 30
<u>December</u>	
MB Public Speaking Competition @ KC	Dec. 5
Lunch Meeting	Dec. 12
Semester Finals	Dec. 17-19
End of Semester	Dec. 20
<u>January</u>	
State Degree Scoring- @ N. Salinas	Jan. 16
FFA meeting / (scavenger hunt)	Jan. 23
All Proficiency Applications Due	Jan. 25
<u>February</u>	
All Award Applications Due	Feb. 1
MFE/ALA- @ Monterey (overnight trip)	Feb. 1-2
Proficiency Scoring	Feb. 5
Job Interview/Parli Pro- @ Gonzales	Feb. 6
Tulare Farm Show	Feb. 14
FFA Week	Feb. 18-23
South Coast Regional Officer Screening	Feb. 24-25
<u>March</u>	
26 Hours @ Cal Poly	Mar. 7-8
FFA Meeting/ (BBQ)	Mar. 12
Farm Day	Mar. 13
South Coast Regional Meeting	Mar. 15
Local Project Comp.	Mar. 19
South Coast Regional Proficiency/State Degree Ceremony	Mar. 24
<u>April</u>	
Monterey Bay Project Comp.	Apr. 10
FFA Meeting/ (Easter egg hunt)	Apr. 17
State Convention (overnight trip)	Apr. 20-23
<u>May</u>	
Monterey Bay Project Competition Banquet	May 2
Officer Applications Due	May 22
Officer Screening	May 23
Sectional Elections @ Watsonville	May 28
End of the year Banquet	May 30
<u>June</u>	
Semester Finals	Jun. 5-6

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

SUBJECT: Approval of the GHS 2012-2013 FFA Calendar

MEETING: September 12, 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
- _____ 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:

Attached is a listing of FFA events scheduled for the 2012-2013 school year.

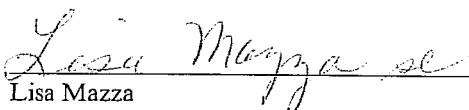
Recommendation:

The request is being made to approve the activities.

Fiscal Impact:


There is no fiscal impact to the district. Any costs would be covered by FFA.

Submitted By:



Lisa Mazza
Principal

Approved:



Daniel R. Morao, Ed.D.
State Administrator

2012-2013 Calendar of Events

August

Officer Retreat (overnight) Aug 25-26

September

Greenhand/pot luck Sept 20

Roy's Sausage Fundraiser Sept 29

October

MB Section Opening and Closing (Alvarez HS) Oct 3

Fruit Cup Fundraiser Oct 10

Land Judging Oct 11

South Coast COLC (Hollister HS) (overnight) Oct 13-14

Greenhand Conference Paso Robles Oct 18

Greenhand Banquet Oct 19

MB Section CATA/FFA Creed and BIG (Salinas HS) Nov 7

FFA Meeting Nov 15

Manuscripts due Nov 28

December

MB Section Creed, PS & Extemp- King City Dec 5

FFA Meeting Dec 13

State Degree Scoring Jan 16

FFA Meeting Jan 17

Job Interview & Parli-Pro entries due Jan 29

February

MFE/ALA Conference @ Monterey (overnight) Feb1-2

M. Bay Job Interview/Parli- Pro (Gonzales) Feb 6

Tulare Farm Show Feb 14

FFA Week Feb 18-22

FFA Meeting Feb 22

Fruit Cup Fundraiser Feb 20

March

South Coast Region Spring FFA Mtg. (King City) Mar 15

FFA Meeting Mar 14

Project Comp Apps Due Mar 22

April

Project Competition Apr 10-11

FFA Meeting-Officer Nominations Apr 18

California State FFA Conference in Fresno (overnight) Apr 20-24

SV Fair May 15-19

FFA Awards Banquet May 23

FFA Elections for Monterey Bay Section May 28

June

Top 10 FFA Students- Award Trip (overnight) June 11-13

Officer Retreat (overnight) June 25-27

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

SUBJECT: Approval for KCHS FFA Students Attending the
FFA National Conference in Indianapolis, IN from
October 23-27, 2012

MEETING: September 12, 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
- 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:

Nicole Hardoy and Tahnee Bray will be representing KCHS FFA at the National Convention the week of October 23-27, 2012 in Indianapolis. Ms. Hardoy is a finalist for the Outdoor Recreation Proficiency Award and Ms. Bray is one of the top 80 students who will be singing in the FFA choir. There will be a total of 7 students attending the event with 7 chaperones.

Recommendation:

The recommendation is to approve the students attend the FFA National Conference.


Fiscal Impact:

All expenses are covered by FFA and students.

Submitted By:


Janet Sanchez-Matos, Principal

Approved:


Daniel R. Morao, Ed.D.
State Administrator

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

SUBJECT: Approval of Migrant Education Services Agreement **MEETING:** September 12, 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
- 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 Monterey County Office of Education Migrant Education Program provides supplemental educational services to the district's migrant students. Migrant staff is assigned to the comprehensive high school sites to provide supplemental academic support to qualified migrant students. The Migrant Education Program is responsible for administering the program components.

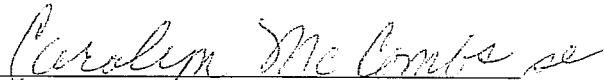
Recommendation:

The recommendation is to approve the Agreement with Migrant Education.

Fiscal Impact:

None

Submitted By:



Carolyn McCombs
Interim, Director Educational Services

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

Funding Model

The CDE / MEP is the grantee responsible for the operation of the program. The awards granted to LEAs are not "pass through" grants. LEAs are required to submit documentation as a condition of the receipt of sub-grant funding. This application is supported by the Comprehensive Needs Assessment (CNA), State Service Delivery Plan (SSDP), federal and state laws, and other related documents.

2012–2013 Federal Funding for CDE Operation (Grantee): **\$133,756,750.00**

State Education Agency (CDE/MEP)	1%
Statewide Contracts	14%
23 Regions	85%

Funding Model for Regional Operations (Sub-Grantee):

Goals / Target for 2012–2013

Administrative Costs (Including Identification and Recruitment)	=15%
Direct Services to Migrant Students Regular Year	*=85%
Direct Services School Readiness	
Direct Services to Migrant Students Summer Session	

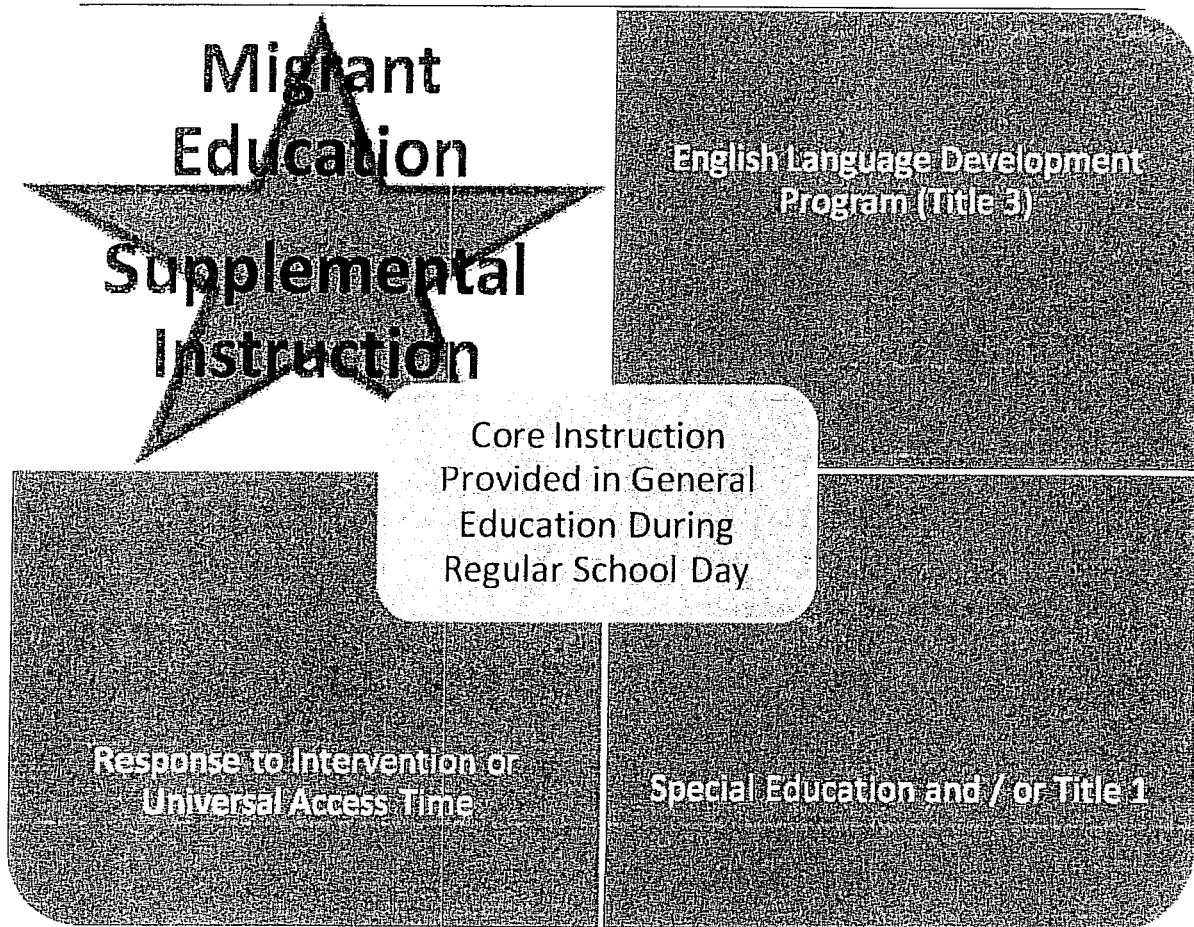
The *85/15 ratio is the target set for sub grantees in accordance with the guidance from the State Superintendent of Public Instruction. This is a recommended goal. Please note that applications will be reviewed to ensure that the ratio of Service to Administration is necessary and reasonable given the context of the service area. See Appendix A for clarification of elements that make up the Administrative to Services ratio.

Primary Goal of Migrant Education

The primary goal of CDE/MEP is to ensure that migrant students are provided the best means to increase academic achievement through high-quality, supplemental instruction (primary service).

Additional services (support services) and activities promote learning (the primary service) and assist in ensuring that students are healthy enough to attend school, are engaged in school, and have the home support they need to be academically successful.

Layers of Instruction



Title I guidance on "supplement, not supplant" beginning on Page 37 reads: -
Programs that do not remove children from the regular classroom during regular school hours for Title I services and, instead, provide extended learning time (e.g., extended school year, before- and after-school, and summer programs, etc.) are per se supplemental. LEAs and schools are encouraged to be creative in the way they provide services to Title I children while remembering that the educational services provided with Title I funds must be in addition to those services that the LEA and school provides to all of its children using State and local funding sources.

In terms of providing MEP services during the regular school day, the Office of Migrant Education (of the United States Department of Education) will look very critically at situations in which students are pulled-out of regular classes for MEP instruction or other services. In terms of "push-in" of MEP services during regular classes, e.g., where migrant students receive special attention during group work are typically provided by para-professionals. The CDE has the authority to decide on a case-by-case basis, when it reviews subgrant applications, whether the school day services provided with MEP funds do, in fact, "supplement, not supplant" the state's regular school day programs and services

Signature Page

Region Number: XVI	District Name: South Monterey County Joint Union School District	Project Duration: July 1, 2012–June 30, 2013
District CDS Number:	Address: 800 Broadway, King City, CA. 93901	County: Monterey
Contact Person: Constantino Silva	Title: Coordinator/Administrator	Telephone: 831.755.6401
Email: csilva@monterey.k12.ca.us		
Amount of Funds Anticipated for Regular School Year (3060)	\$73,263	
Amount of Funds Anticipated for Summer/Intersession (3061)	\$38,832	
Amount of Funds Anticipated for Migrant School Readiness Program (MSRP) If no MSRP funds were granted, please put "0"	\$0	
Indirect Costs	\$8,082	
<p>Certification: I hereby certify that all applicable state and federal rules and regulations will be observed. To the best of my knowledge, the information contained in this application is correct and complete; and the assurances are accepted as the basic conditions in the operation of this project/program for local participation and assistance.</p>		
Signature of Local Education Agency Superintendent Daniel Moirao, Ed.D.		Date: Aug. 21, 2012
Signature of Migrant Education Regional Director Rosa E. Coronado, Ed.D.		Date:
<p>Certification: Migrant Education Parent Advisory Council (PAC): The undersigned representative certifies that the PAC has had active involvement in the planning, development, and review of this application. (California Education Code [EC] Section 54444.4 [4] and U.S. Department of Education, reauthorization of the Elementary and Secondary Education Act of 1965 [ESEA]). PAC President or Executive Board Officer shall sign application.</p>		
Signature of Parent Advisory Council President or Designee		Date:

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

SUBJECT: Approval of Bridgewater Academy Contract

MEETING: September 12, 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
- 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:

Bridgewater Academy is an on-line Independent Study program. This is a shared ADA revenue partnership between Bridgewater and SMCJUHSD. We receive the student ADA, Bridgewater charges the district \$250/course/semester/student. We are billed only for the services used and keep the remainder of the ADA. This program is the alternative to students who seek online Independent Study through other agencies or school districts, for expelled students, for those seeking Independent Study and on the waiting list for or district program. This program keeps the ADA in the district, rather than going to MCOE or other programs.

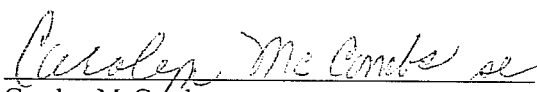
Recommendation:

The recommendation is to approve the agreement with Bridgewater Academy.


Fiscal Impact:

Increased district revenue.

Submitted By:


Carolyn McCombs
Interim, Director Educational Services

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

BRIDGEWATER ACADEMY AGREEMENT

This ("Agreement") is entered into by and between Bridgewater Academy, a division of Glynlyon, Inc. ("BWA"), a Nevada corporation doing business at 300 N. McKemy Avenue, Chandler, Arizona 85226 and **SOUTH MONTERAY COUNTY JUHSD** ("School"), located at 800 Broadway, King City, California 93930 Attn: Carolyn McCombs; cmccombs@kingcity.k12.ca.us; Phone: 831-385-0606 ext 4315. BWA and/or School may be referred to as a "Party" or may be referred to collectively as the "Parties" throughout this Agreement.

RECITALS

A. BWA is a private school operating as an on-line, virtual academy that provides educational instruction and related services for grades 3 through 12 on a per course basis or on a full-time/diploma candidate basis. BWA operates through a web-based, virtual on-line academy that provides certain instructional, assessment and other educational functions traditionally performed on-site by teachers, counselors or other personnel at traditional on-site schools.

B. School is a private, public or charter school or a school district that operates one or more on-site educational facilities engaged in educational instruction to elementary, middle and/or high school students in one or more grades 3 -12 (the "Educational Facility").

C. Although the School's enrolled students may be attending the School's Educational Facility at one of the School's physical locations and/or are or have been enrolled in courses prepared, taught and/or offered by employees of the School, School desires to register some or all of its students in BWA as either a full-time (minimum of 4 courses) student, each one of whom may or may not be qualified as a BWA diploma candidate, or on a part-time basis (1-3 courses) in connection and concurrently with School's educational and instructional services offered at and through the Educational Facility, in accordance with the terms, conditions and limitations set forth herein.

D. The Parties enter into this Agreement to set forth the goods and services to be provided by BWA, the related duties and responsibilities of the School and the fees and charges to be paid by School.

AGREEMENTS

1. **TERM.** The term of this Agreement shall be one (1) year, beginning on September 17, 2012 and ending on September 16, 2013 ("Initial Term"). This Agreement shall automatically renew for successive one (1) year terms (each being a "Renewal Term"), unless either Party provides the other Party written notice of its intent to terminate the Agreement not less than thirty (30) days prior to the end of the Initial Term or the then in effect Renewal Term. The Initial Term and all subsequent Renewal Terms shall collectively be referred to as the "Term."

2. **GOODS AND SERVICES.** For purposes of this Agreement: "Educational Services" shall mean the educational and instructional services and related goods and deliverables offered by BWA, including but not limited to: (A) teacher services (to include direct instruction, grading, monitoring progress, and academic support for students); (B) student skill assessment; (C) a non-exclusive, limited license (as set forth more particularly in paragraph 6 herein) for School and its BWA enrolled students to access and use the related web-based curriculum, software and programs through which BWA shall deliver the primary course content and educational and instructional services to School.

3. **PERSONS TO WHOM EDUCATIONAL SERVICES PROVIDED.** School may utilize the Educational Services provided by BWA pursuant to this Agreement for the Term of this Agreement solely for the education and instruction of the School's currently enrolled student(s) ("Students") that are registered with BWA for at least one semester course and for whom payment in full has been made to

BWA at the time of enrollment or for whom there is an existing or new purchase order issued and funds authorized for payment for the fees associated with each such Student's BWA registration. Students may register for the Educational Services provided by BWA whether or not such Student physically attends School at the Educational Facility.

4. **FEES.** School shall pay to BWA fees for the Educational Services in accordance with the fees per registered student, per course and based upon the needs of the student for teacher lead instruction and conferences as set forth in Attachment "A" hereto. The designation of the service level for a particular Student may be changed at the sole discretion of BWA, after notice to the School, even if such service level will require the payment by School to BWA of additional or higher fees. Upon any renewal of the Term, BWA reserves the right to and, in its sole discretion, may adjust any fee, including the right to increase any fee. Upon execution of this Agreement but prior to the commencement of any Educational Services provided by BWA to School, School shall either pay to BWA all fees due here under or submit an open purchase order that can be charged as Students register for BWA Educational Services. School represents and warrants that the issuance of an open purchase order to BWA represents that School has funding available, received funding and/or has allocated funds specifically for payment to BWA and there is no contingency for funding for the open purchase order. **BWA shall invoice School no less than quarterly for fees incurred for registered Student and School shall remit payment of fees within thirty (30) days of receipt of an invoice from BWA.** BWA reserves the right to suspend the provision of its Educational Services to School if School fails to make all required payments to BWA in accordance with this Agreement. BWA will not be held responsible for School's inability to receive the Educational Services and/or for interruption of schooling or classes due to School's failure to pay BWA according to the terms of this Agreement.

5. **OWNERSHIP.** The Educational Services and all its associated technology and materials are the solely-owned and/or legally licensed intellectual property of BWA. The content, curriculum, materials, technology, engineering, means of delivery and other intellectual property (hereinafter collectively "Applications and Materials") through which BWA delivers the educational instruction and related services, to which School has access as a component of the Educational Services provided pursuant to this Agreement, are owned exclusively by BWA and no right or title to such Applications and Materials is being transferred or conveyed to School or any Students. The Applications and Materials through which BWA delivers the instruction and related services, is licensed, not sold, to School subject to the terms of this Agreement and BWA reserves and retains all right, title, and interest in therein, including but not limited to copyrights, patents, trademarks, and service marks and other related intellectual property rights.

6. **LICENSE.** Subject to School's compliance with the terms of this Agreement, BWA hereby grants to School a limited non-exclusive, non-transferable license to utilize the Application and Materials, including but not limited to any software, programs and electronic curriculum to which BWA will provide access to School and such Students registered with BWA, faculty and staff of School as necessary to the effectuate the delivery of the instruction and other services set forth herein. School shall not grant, convey, transfer, assign, license, or sub-license, any rights granted to School herein. School shall not allow any other person or entity (except Students registered in BWA or authorized faculty, and staff) to have access to or use the Applications and Materials subject to the license granted herein or to exercise any of the School's rights hereunder in any manner whatsoever without BWA prior written consent.

7. **ONLINE LEGAL NOTICE.** Any access and/or use of the Educational Services, including but not limited to the Applications and Materials licensed in connection with education and instructional services, by the School, its staff, and/or its Students is subject to and governed by the legal notice,

including but not limited the notice entitled "Privacy Policy," which is posted on the Bridgewater Academy website accessed at <http://www.mybridgewateracademy.com> ("Privacy Policy"). BWA reserves the right to change or terminate the terms of the Privacy Policy at any time without notice to School by posting said changes on the Bridgewater Academy website. All terms of the Privacy Policy and any changes to the Privacy Policy are hereby incorporated into this Agreement by reference as though fully set forth in this Agreement. By executing this Agreement, School agrees to and accepts all terms of the Privacy Policy without exception.

8. **ORIENTATION/TRAINING.** BWA shall provide orientation/training to School and its employees via the Internet and shall include instruction on utilization of the Service for School's purposes and responses to questions from School and its employees.

9. **REPRESENTATIONS AND WARRANTIES BY SCHOOL.** School hereby represents and warrants that it:

- a. has the legal right to enter into this Agreement and no part of this Agreement conflicts with or is contrary to any other agreements or obligations binding on or applicable to School or laws governing the School.
- b. has followed all applicable procurement and governance statutes, policies, procedures, and/or regulations necessary to enter into and comply with the terms of this Agreement.
- c. shall access and/or utilize the Educational Services only in the manner described and as permitted in this Agreement.
- d. shall not do any act or thing or fail to do any act or thing, or knowingly permit or allow any other person or entity to do any act or thing or fail to do any act or thing, that will harm or diminish BWA's rights in and to the Educational Services, including without limitation the copyrights and other intellectual property rights therein.
- e. shall not reverse engineer or otherwise analyze, reconstruct, disassemble, or reproduce any portion of the Applications and Materials or any other component of the Educational Services in any way.
- f. shall be responsible for procuring and furnishing, at its sole expense, all computer and network hardware and software and adequate computer system configuration and technical support necessary to access and operate the web-based Educational Services.
- g. shall not make copies of, nor distribute, nor permit any use of the Educational Services, or any intellectual property related thereto and licensed hereby, other than as specifically authorized herein.

10. **DISCLAIMERS.**

a. **Students with Disabilities.** School acknowledges and agrees that, as a private school, BWA is not subject to the Individuals with Disabilities Education Act ("IDEA") and shall not be a Party to any individualized education program ("IEP") prepared for its Students by the School's IEP team(s). School further understands and agrees that the School is solely responsible for ensuring that any Student with a disability receives a free and appropriate public education as required by the IDEA and receives such accommodations, supports, and/or services as required by law. None of the three service levels set forth in Attachment "A" are intended to or meet the requirements of the IDEA or any other state or local law concerning accommodation for the education of students with disabilities. Upon consultation and mutual agreement between the Parties, BWA may, in its sole discretion, make such accommodations necessary to permit students with disabilities to register for one or more classes at BWA and participate

in the Educational Services provided by BWA, if such accommodations are reasonable and not unduly burdensome, will not change the fundamental nature of the Educational Services offered, and will not result in undue administrative hardships or costs. BWA will not make any accommodations that are unreasonable or that will change the fundamental nature of the Educational Services. To the extent that BWA, at its sole discretion, may agree to provide additional services or accommodations such arrangements shall be set forth in a separate written agreement or amendment to this Agreement, signed by the President or Vice President of Operations of Glynlyon, specifying the additional services and/or accommodations to be provided and the fees and costs the School will pay for such additional services and/or accommodations.

b. State Specific Graduation Requirements/Accreditation. BWA does not adhere to nor base its course requirements for attaining a BWA diploma upon any specific standards or requirements promulgated by any state or other authority and disclaims any express or implied warranty that its educational program aligns with any particular state standards applicable to public educational facilities. BWA provides a curriculum that correlates with most state standards. BWA does not administer or require any state specific or other aptitude or achievement test scores as a diploma requirement. BWA possesses, at any given point in time, such accreditation(s) as may be set forth on its website.

c. Private School Status. BWA is a private school and, although is not required to abide by certain federal and state laws that apply to public schools, governs many of its policies and operations to be consistent with certain state and federal laws that apply to public schools. BWA disclaims any express or implied warranty that its instruction, courses, methods or means of operation comply or meet the requirements of any particular state or federal law concerning the operation, course offerings or standards required of a public school.

d. No Delegation or Creation of Duties. BWA disclaims the assumption of any statutory, contractual or common law duties owed by School to Students or third-parties that do not apply to BWA independent of the School and nothing in this Agreement shall be construed to be a delegation by the School to BWA of any duty owed by the School to any Student or third-party. BWA further disclaims the creation or existence of any other duty to School that is not expressly and unequivocally set forth in this Agreement, including but not limited to any fiduciary duty.

11. OPERABILITY DISCLAIMERS. BWA does not guarantee the compatibility and/or operability of the electronic or web-based programs and/or the electronic delivery components of the Educational Services, including but not limited to the Applications and Materials, with all operating systems or software. BWA is not responsible nor shall BWA be accountable for any hardware failure, operating system or software conflict, server or security issue, or any other condition compromising the compatibility and/or operability of any component of the Educational Services or otherwise interfering with the Educational Service's functioning.

12. BWA RESPONSIBILITIES. For each Student enrolled by School in BWA, BWA shall:

- a. Provide skill assessment in the areas of math and language arts (required for full-time Students);
- b. Grade all assignments either through the automatic grading provided through the curriculum provided or by a teacher;
- c. Provide access to BWA teachers and support personnel;
- d. Provide record keeping services for each Student registered in BWA for those BWA courses in which Student is enrolled and completes that may include, depending upon whether a Student is registered with BWA for Full-Time Enrollment or Part-Time

Enrollment, grade reports, transcripts and/or diplomas. All such documents will bear the name "Bridgewater Academy" and will not reference the School; and,

- e. Provide and communicate to policies and procedures for enrolled in BWA and use of BWA Applications and Materials provided for use by registered BWA Students, including but not limited to the policies and rules concerning the use of BWA's on-line curriculum and educational content, which are subject to change from time to time, at BWA's sole discretion. School is not permitted to alter or override the BWA's written policies. If School alters any of BWA's written policies or permits Students to violate BWA's policies or misuse BWA's Applications and Materials, BWA has the right, but not the obligation, to terminate this Agreement at BWA's discretion. School may implement additional policies that do not contradict and are not specifically addressed in BWA's written policies, e.g., School may implement policies regarding lockers, dress code, attendance, etc.

13. SCHOOL RESPONSIBILITIES. School shall:

- a. Provide at its sole expense: (i) adequately trained and screened on-site supervisory staff, with appropriate independent background checks, obtained by School for each and every person who may have contact with Students and/or have access to Student information; (ii) the Educational Facility including its physical location, buildings, equipment, supplies, required facilities and technology, and all maintenance and upkeep for such and any other proper and necessary equipment, furnishings or supplies that School would find necessary or appropriate; (iii) a high-speed internet connection and telephone service adequate to support the use of the Applications and Materials including the electronic curriculum to be used by BWA and other internet and electronic components of the Educational Services; and, (iv) all appropriate and/or legally required liability insurance for operating a public school and ensure that said insurance is fully paid, continual, and uninterrupted and shall name BWA as an additional or other insured, and provide BWA with written proof of such insurance, all at School's sole cost and expense;
- b. Adopt, maintain and enforce all policies and procedures necessary and advisable for the protection, safety and welfare of all of its Students, including but not limited to its Students registered with BWA. BWA shall not be responsible for promulgating, implementing or enforcing any policies or procedures for the welfare or safety of the Students at the Educational Facility or that relate to School faculty or personnel. School is not permitted to alter or override BWA's written policies concerning BWA's courses, assessment, testing, record keeping or the specific services provided by BWA. School may implement additional policies that are not addressed in BWA's written policies so long as such School policies are not inconsistent with and do not undermine BWA's policies;
- c. Appoint a single, individual, full-time employee to serve as the primary contact person for communication with BWA (the "Program Coordinator");
- d. Inform itself of and fully comply with all federal, state and local laws, safety and building codes (fire, zoning, etc.) that apply to School, its personnel, employees, agents and Students and the Educational Facility;
- e. Comply with all applicable state requirements regarding non-public funded educational options, including but not limited to applicable graduation requirements for School's state of residence;
- f. Provide academic counseling for all BWA enrolled Students, prescribing course work based upon transcripts, grade reports, and skills assessment results;

- g. Inform Students and parents of minor Students prior permitting any Student to enroll as a BWA degree candidate of the matters stated in paragraph 10(b) of this Agreement and that the BWA high school diploma may not be used by a Student to represent the successful completion of any particular state based tests, requirements or standards; and,
- h. Provide and account for all student documentation not provided by BWA including but not limited to transcripts, grades, attendance records, consent forms, and health records.

14. PROGRAM COORDINATOR'S RESPONSIBILITIES. School will ensure that its Program Coordinator will fulfill the following responsibilities:

- a. Collect, organize and deliver to BWA complete registration materials and tuition fees for all Students in a timely manner and in accordance with the fee schedule attached hereto as Attachment "A";
- b. Coordinate skills assessment of registered Students and communicate with BWA regarding results and appropriate course assignments;
- c. Communicate directly with parents of Students on all School-related issues, including but not limited to test results, course assignments, graduation requirements, lesson plans, completion of daily course work, and study habits;
- d. Conduct and supervise all Student work, including but not limited to proctoring tests, monitoring daily Student work, ensuring compliance with lesson plans, and submitting report forms. School acknowledges that BWA may block or restrict electronic access to tests to ensure academic integrity. Program Coordinator shall cooperate fully with BWA and take such steps as are reasonable and necessary to enforce academic integrity; and,
- e. Communicate with BWA Academic Advisor and Principal throughout the year to review / evaluate Student progress and other concerns that may arise.

15. STUDENT COURSE ASSIGNMENT PROCESS. School acknowledges that any Student registered for four or more BWA courses are required to complete skills assessment before BWA will assign any courses. Students enrolled in fewer than four (4) courses may complete placement tests, but are not required to do so and will be enrolled in requested courses without receipt of transcript or grade reports. School shall provide to BWA a copy of each Student's educational transcripts before administration of placement tests. If transcripts are not available upon registration, School may temporarily provide to BWA a copy of the most recent completed grade report, but School shall submit Student's transcripts to BWA within thirty (30) days of such Student's registration date. BWA will initially assign courses to each Student based upon review of the Student's placement test scores and grade reports, however, the information reflected on a subsequently received transcript and/or such Student's inability to master course material may require BWA to adjust course assignments. BWA is not required to confirm a graduation course of study for a particular full-time Student until such time as BWA receives and may review complete transcripts for such Student. **BWA reserves the right to adjust student academic plans in BWA's sole discretion** and School shall communicate to the parents of full-time enrolled BWA Students that BWA reserves the right to adjust student academic plans in BWA's sole discretion.

16. INDEMNIFICATION.

School shall indemnify and hold BWA and its officers, directors, agents, contractors and employees harmless from any and all liability which may arise from any School operations, from School's failure, or the failure of any agent, employee or student of School, to comply with any duty or covenant set forth in this Agreement and/or from any other act or omission in the supervision of students, use of Educations Services by School or its agents or students, any negligence or error or

omission by School and/or any intentional, negligent, tortious or criminal act by any school employee, representative or agent, or by any student, and/or parent.

Upon delivery by BWA (the "Indemnified Party") of a written demand for indemnification or for defense of a claim made pursuant to this Agreement to School, School may elect, in its sole discretion, to adjust, settle, or defend the same at its own cost. If the School shall fail to promptly do so, the Indemnified Party shall deliver a written second notice and demand for indemnification to the School. If the School fails to accept the tender of the indemnification claim within twenty (20) days, the Indemnified Party shall have the right and is hereby authorized and empowered to appear by its attorneys in any such claim, demand, or action to adjust, settle, compromise, litigate, contest, satisfy judgment, and/or take any other reasonable action necessary or desirable for the disposition of such claim, demand, or action on such terms that are reasonable and prudent under the circumstances. In any such case, the Indemnifying Party shall fully reimburse the Indemnified Party for any and all reasonable and necessary payments and expenses, including reasonable attorneys' fees, incurred in defending, paying and/or settling the claim.

17. TERMINATION.

- a. This Agreement shall terminate: (i) at the end of the Term if either Party provides the other Party written notice of its intent to terminate the Agreement not less than thirty (30) days prior to the end of the term if and no such notice is provided, this Agreement shall automatically renew for successive one (1) year terms as set forth in Paragraph 1 herein; or, (ii) upon the mutual written agreement of both Parties; or, (iii) after expiration of thirty (30) day's written notice of an uncured breach as provided in Paragraph 18 herein; or, (iv) immediately upon written notice as provided in Paragraph 18(a) or 18(b) herein.
- b. Upon termination, School shall immediately pay to BWA all amounts due. BWA shall have the right to retain all amounts previously paid to BWA hereunder and to declare all amounts due and interest accrued immediately due and payable. School agrees that any past due amounts may be assessed a late fee at BWA's sole discretion.
- c. Upon termination, the Educational Services to be provided pursuant to this Agreement shall immediately cease, including the termination of any and all licenses granted to School pursuant to the Agreement, which shall automatically, immediately, and irrevocably revert to BWA, and School shall immediately discontinue all use of all of the internet based or electronic goods or services provided pursuant to the Agreement or included within the Educational Services.
- d. Within thirty (30) days of termination, School shall destroy all materials delivered in connection with the Educational Services that are in the control or possession of School in their entirety and School shall provide written certification of said destruction.
- e. In the event School ceases to operate as an educational service provider during the Term of this Agreement, School shall provide to BWA contact information for the parents or legal guardians for all Students and BWA may thereafter communicate directly with parents of Students regarding enrollment options for the Students in BWA.

18. **BREACH.** Except as set forth in sections a. and b. of this Paragraph, in the event of a breach of any term of this Agreement, the non-breaching Party shall provide the breaching Party written notice of the breach with sufficient specificity to permit the breaching Party to take such action to promptly cure the breach and the breaching Party shall then have thirty (30) days after the date of the written notice to cure any breach. Upon a Material breach, including but not limited to those set forth in paragraphs a. and b. herein, BWA has the right, but not the obligation, to terminate this Agreement with no right to cure by School, by so notifying School in writing:

- a. If School commits two (2) or more breaches in any twelve (12) month period, even if the first breach was cured; or,
- b. If School or any Student or agent of School misuses, deconstructs, modifies or creates or posts illegal or offensive content in connection with or through the Applications and Materials licensed by BWA to School in connection with the Educational Services provided pursuant to this Agreement,

School shall be in breach of this Agreement, with no right to cure.

19. **ASSIGNMENT.** Neither Party may assign this Agreement, or any part thereof, without written permission from the other Party, except for the unconditional right of BWA to assign or otherwise transfer this Agreement to any affiliate or to any person or entity acquiring all or a portion of BWA's business interests.

20. **CONTROLLING LAW.** This Agreement shall be governed by the laws of the State of Arizona. The Parties hereby consent to the exclusive jurisdiction of the federal and state courts in Maricopa County, Arizona for any claim or action arising from or related to this Agreement.

21. **CONTROVERSIES.** Any dispute related to this Agreement which cannot be resolved through negotiation between the Parties shall be settled through private mediation for not less than eight hours before a mutually agreed upon mediator in Maricopa County, Arizona. Participation in mediation in good faith is a condition precedent to a Party's jurisdiction and standing to file any action for monetary damages, however, there is no condition precedent imposed by the mediation requirement for a Party to seek emergency injunctive relief, as necessary.

22. **NO JOINT VENTURE.** Nothing herein shall be construed to characterize or evidence the Parties as partners or joint venturers nor deem any Party the agent of any other Party, nor shall any similar relationship be deemed to exist between them. Neither Party shall have the power to obligate or bind the other Party in any manner whatsoever. The Parties to this Agreement expressly do not intend to create or confer on any non-party any third-party beneficiary rights arising from this Agreement or arising from any license granted herein.

23. **LIMITATION OF LIABILITY.**

BWA, ITS SUBSIDIARIES, AFFILIATES, AND ASSIGNS, AND EACH OF THEIR DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, PARTNERS, AND EMPLOYEES, SHALL NOT BE LIABLE TO SCHOOL, ITS AGENTS, EMPLOYEES, STUDENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES FOR MONETARY LOSSES, LOSS OF FUNDS OR PROPERTY, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA, OR ANY OTHER HARDSHIP, DAMAGES, OR ANY OTHER LOSSES OR INJURIES ARISING OUT OF OR RELATED TO THE EDUCATIONAL SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT OR ANY MATTER RELATING TO THIS AGREEMENT OR THE PROVISION OR USE OF THE GOODS OR SERVICES TO BE PROVIDED HEREIN EVEN IF BWA HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES ENSUING FROM ANY BREACH BY BWA.

SCHOOL EXPRESSLY AGREES THAT BWA's ENTIRE LIABILITY ARISING UNDER AND RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO BWA PURSUANT TO THIS AGREEMENT.

24. **SEVERABILITY.** If any provision of this Agreement is found to be void, invalid, or unenforceable, such provision shall be deemed severed and this Agreement with such provision severed shall remain in full force and effect to the extent permitted by law.

25. **WAIVER.** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing from the Party claimed to have waived or consented. A waiver by either Party of any term or condition of this Agreement shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach, nor a permanent modification of such provision or of this Agreement.

26. **ENTIRE AGREEMENT.** This Agreement and all ancillary documents, attachments, notices, or other materials expressly identified and incorporated herein by reference constitutes the entire agreement between the Parties hereto relating to the subject matter hereof and supersede all prior agreements, understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter hereof. No modification, amendment, waiver, termination, or discharge of any provision hereof shall be binding upon the Parties unless confirmed in writing and executed by both Parties.

27. **HEADINGS.** The headings of the herein are inserted for convenience in reference only and are not intended by the Parties to be part of or to affect the meaning or interpretation of this Agreement.

28. **COUNSEL.** Each Party acknowledges that it has had time and opportunity to review the foregoing and obtain counsel of its choice and advice as deemed necessary or desirable.

29. **SURVIVAL.** The terms set forth in Paragraphs 5, 7, 9, 10, 11, 16, 17(c), 17(d), 17 (e), 20, 21, 22, 23, 24, 25, and 26 of this Agreement shall survive the termination of the Agreement.

30. **NOTICE.** Any notice required under this Agreement shall be delivered to the attention of the person executing this Agreement on behalf of such Party at the address provided for such Party on the first page of this Agreement sent by regular mail with a copy by email, or overnight delivery with a delivery receipt or by registered mail return receipt requested. Any notice sent pursuant to this Agreement to be delivered to BWA shall be copied to: legal@glynlyon.com

SCHOOL: SOUTH MONTERAY COUNTY JUHSD

By: Dr. Daniel Moirao
Its: State Administrator

Date

BRIDGEWATER ACADEMY, a division of GLYNLYON, INC.

By:
Its:

Date

ATTACHMENT A
Service Levels and Pricing for Initial Term

A. Tier One: General Ed Student- Basic service.

\$250.00 per semester course per student

B. Tier Two: Student one year behind his or her grade level in the course for which Student is registered.

This Student will require at various points in time or with respect to certain aspects of a course some additional teacher guidance, tutoring or remediation, greater than what the General Ed Student typically requires to successfully complete the course. Tier Two determination shall be designated based upon BWA's reviews of a student's records, profile, and consultation with School and/or BWA skills review and/or assessment.

\$400.00 per semester course per student

C. Tier Three: High Need Students.

High Need Student will require ongoing and consistent, regular interaction and guidance, tutoring, additional assistance or other services greater than a Student that is one grade behind in a course. Students in this service level need the attention and one-on one teacher interaction just short of requiring an Individualized Education Plan.

\$500.00 per semester course per student

Other Pricing Information:

An additional Lab Fee of \$50 will be charged for each Student enrolled in Chemistry or Biology.

BWA reserves the right to increase its pricing for any Renewal Term

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

SUBJECT: The Bay School

MEETING: September 12, 2012

AGENDA SECTION:

ACTION

INFORMATION

X 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 Bay School is a non public school that provides services for autistic students. We currently have 1 student at this facility.


Recommendation:

To approve the contract with The Bay School

Fiscal Impact:

\$94,685 Special Education Funds

Submitted By:



Mary Mendenhall, CBO

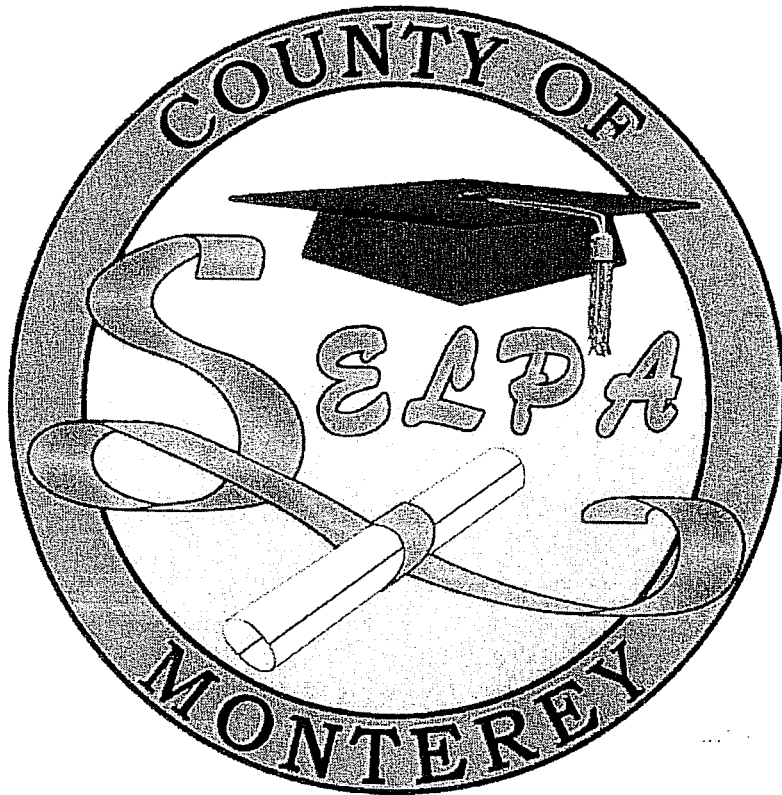
Approved:



Daniel R. Moirao Ed.D.
State Administrator

The Bay School

Monterey County
Special Education Local Plan Area



Master Contract:
Nonsectarian, Nonpublic School
and Agency Services
2012 – 2013

Monterey County SELPA Master Contract: Nonsectarian, Nonpublic School/Agency Services

Contract Number: _____ Contract Year: 2012 – 2013

Nonpublic School/Agency: The Bay School

Nonpublic School

Nonpublic Agency

Contract Type:

Master contract for fiscal year with individual service agreements (ISA) to be developed and approved throughout the term of the contract between contractor and responsible local educational agency (LEA).

Interim contract for the purpose of extending the previous year's approved contract and rates for up to ninety (90) days pending negotiation of a new master contract. In the case of an interim contract, the term of the contract as specified in section 4 of the master contract shall be amended as follows:

Beginning Date: 7/1/12

Expiration Date: 6/30/13

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Authorization for Contract and General Provisions

1. Master Contract

This Master Contract is entered into this 1st day of July, 2012, between The Bay School ("CONTRACTOR" herein) and the following public agency ("Public Agency" herein):

Monterey County Special Education Local Plan Area on behalf of all local educational agencies within the SELPA;

_____ School District on behalf of itself; or

Monterey County Office of Education on behalf of itself.

Throughout this contract, the term local educational agency ("LEA" herein) shall refer to the Monterey County Office of Education or the school district that is responsible for individual students.

The purpose of this contract is the provision of special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR. Prior to initiation of services in a nonpublic school for students placed in a Monterey County LCI or group home by an agency other than education, the responsible LEA must be provided with a current, fully consented IEP clearly stating that the student requires and has been placed in a nonpublic school and a completed *Notice of LCI/Group Home Placement (NC 8A)*.

Upon acceptance of a student, LEA shall submit to CONTRACTOR, an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Program ("IEP" herein). The ISA shall be executed within ninety (90) days of an LEA student's enrollment in a nonpublic school or agency. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a

nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. Certifications and Licenses

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications or a validly issued waiver of any such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to PUBLIC AGENCY on or before the date this contract is executed by PUBLIC AGENCY. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall be null and void.

3. Compliance with Laws, Statutes, Regulations

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable PUBLIC AGENCY/LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not

reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with PUBLIC AGENCY/LEA policies and shall indemnify PUBLIC AGENCY/LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable PUBLIC AGENCY/LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that the PUBLIC AGENCY/LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. Term of Master Contract

The term of this Master Contract shall be from July 1, 2012 to June 30, 2013 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the PUBLIC AGENCY is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2013. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be executed by the PUBLIC AGENCY unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the PUBLIC AGENCY.

5. Integration/Continuance of Contract Following Expiration or Termination

This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the PUBLIC AGENCY/LEA may modify the PUBLIC AGENCY/LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the PUBLIC AGENCY with information as requested in this agreement to secure a Master Contract or a renewal. The PUBLIC AGENCY may require additional information as applicable. If the required information is not provided to PUBLIC AGENCY, the Master Contract will not be executed. If CONTRACTOR does not return the Master Contract to PUBLIC AGENCY duly signed by an authorized representative within ninety (90) calendar days of issuance by PUBLIC AGENCY, any new contract rates will not take effect until it is received by PUBLIC AGENCY and will

not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments by LEA shall cease until such time as the new Master Contract for the current school year is signed and returned to PUBLIC AGENCY by CONTRACTOR (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and PUBLIC AGENCY for so long as CONTRACTOR is serving authorized LEA students at the discretion of the LEA.

6. Individual Services Agreement

This contract shall apply to every ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is serving authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between PUBLIC AGENCY/LEA and CONTRACTOR concerning the formulation of the Master Contract or an ISA should be resolved through the process outlined in chapter 2 of *Part II, Administrative Procedures* in the *Monterey County Special Education Procedural Handbook*, or through appeal to the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. Definitions

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the SELPA, of which the LEA is a member, is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the ISA, unless otherwise specified in the contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

Administration of Contract

8. Notices

All notices provided for by this contract shall be in writing. Notices shall be sent by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee.

All correspondence related to the Master Contract shall be mailed to the PUBLIC AGENCY and addressed to the person and address as indicated on the signature page of the Master Contract. Copies of all correspondence related individual students shall be mailed to the contact person as identified on the ISA for the responsible LEA. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. Maintenance of Records

CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For

purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such logs need to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. PUBLIC AGENCY and/or LEA shall have access to and receive copies of any and all records upon request within five business days.

10. Severability Clause

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. Successors in Interest

This contract binds CONTRACTOR's successors and assignees.

12. Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the PUBLIC AGENCY/LEA is located.

13. Modifications to Conform to Legal and Administrative Guidelines

This Master Contract may be modified or amended by the PUBLIC AGENCY to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The PUBLIC AGENCY shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. Termination

This Master Contract and/or any related ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. Insurance

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

- a. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence
\$ 100,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$2,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

- b. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

- If no owned automobiles, then only hired and non-owned is required.
- If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- c. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- d. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$1,000,000 general aggregate

- e. Contractor, upon execution of this contract and periodically thereafter, upon request, shall furnish the PUBLIC AGENCY with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education as additional insured's. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- f. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the PUBLIC AGENCY. At its option, PUBLIC AGENCY may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the PUBLIC AGENCY or eliminate such deductibles or self-

insured retentions with respect to the PUBLIC AGENCY, its officials and employees, or
(b) procure a bond guaranteeing payment of losses and related investigation.

- g. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the PUBLIC AGENCY/LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the PUBLIC AGENCY/LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- h. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If PUBLIC AGENCY or CONTRACTOR determines that changes in insurance coverage obligations under this section are necessary, either party may reopen negotiations to modify the insurance obligations.

16. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold PUBLIC AGENCY/LEA and its/their governing board, administrators, employees, agents, attorneys, volunteers, and subcontractors ("PUBLIC AGENCY/LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding PUBLIC AGENCY/LEA and PUBLIC AGENCY/LEA Indemnities).

PUBLIC AGENCY/LEA shall indemnify and hold CONTRACTOR and its board members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of PUBLIC AGENCY/LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

PUBLIC AGENCY/LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers PUBLIC AGENCY/LEA employees acting within the course and scope of their respective duties and that its self-insurance covers PUBLIC AGENCY'S/LEA's indemnification obligations under this Master Contract.

17. Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the PUBLIC AGENCY/LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the PUBLIC AGENCY/LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the PUBLIC AGENCY/LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the PUBLIC AGENCY/LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the PUBLIC AGENCY/LEA as a result of that holding. If CONTRACTOR is held to be a joint venturer, employer, or co-principle of PUBLIC AGENCY/LEA, then the PUBLIC AGENCY/LEA shall indemnify and hold harmless the CONTRACTOR.

18. Subcontracting

CONTRACTOR shall provide written notification to PUBLIC AGENCY/LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the PUBLIC AGENCY/LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the PUBLIC AGENCY/LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the PUBLIC AGENCY/LEA and the PUBLIC AGENCY/LEA governing boards as additional insured. Alternately, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the Master Contract number. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. Conflicts Of Interest

CONTRACTOR shall provide to PUBLIC AGENCY a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with PUBLIC AGENCY/LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with PUBLIC AGENCY/LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. Non-Discrimination

CONTRACTOR shall not unlawfully discriminate on the basis of actual or perceived gender, gender orientation, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association

with another person or group with one or more of these actual or perceived characteristics, in employment or operation of its programs.

Educational Program

21. Free and Appropriate Public Education

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP and ISA. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease. Pursuant to California Education Code section 56366(b), transportation shall not be provided through the use of services or equipment owned, leased, or contracted by the LEA for students served by CONTRACTOR unless those services and equipment are provided directly or subcontracted by the CONTRACTOR.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

22. General Program of Instruction

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA, that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to PUBLIC AGENCY prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE), if applicable, or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing behavior intervention services must have a trained behavior intervention case manager (BICM) or trained equivalent on staff. It is understood that behavior intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation or subcontract for transportation services for LEA students unless the LEA and CONTRACTOR agree otherwise in writing.

23. Instructional Minutes

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For students in grades kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least 314.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. Class Size

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event, a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. Calendars

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus up to twenty (20) extended school year (ESY) days as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed number of days in LEA's approved calendar and/or required by the IEP for each LEA student. In the event the LEA adjusts the number school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency, unless otherwise agreed upon, in writing. CONTRACTOR shall provide an amended calendar for LEA approval if the number of school days are adjusted.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. Data Reporting

CONTRACTOR shall agree to provide all data related to student information and billing information to LEA. CONTRACTOR shall agree to provide all data related to any sections of this contract as requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize SELPA approved forms and software for all IEP development and progress reporting. The LEA may require additional progress reporting. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access. The NPS and/or NPA shall maintain confidentiality of all IEP data and shall protect the password requirements of software systems. When a student withdraws or exits from the NPS/NPA, the NPS/NPA shall discontinue use of software systems for that student.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to IEP development, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.

27. Least Restrictive Environment

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations activities to support the transition.

28. Statewide Achievement Testing and High School Exit Examination

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff, CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a NPS, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by LEA pursuant to LEA, state and federal guidelines.

29. LEA Mandated Attendance at Meetings

CONTRACTOR shall attend LEA required meetings when legal mandates, and/or PUBLIC AGENCY policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide

CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. Positive Behavior Interventions

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to the completion of functional analysis assessments and the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans, behavior support plans, and emergency interventions. It is understood that the LEA may require additional staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to contracting. Failure to maintain adherence to staff qualification requirements may result in contract termination. Nonpublic schools and agencies providing behavior intervention will provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Nonpublic schools and agencies shall provide the LEA with all training protocols for behavior intervention staff employed by the nonpublic school or agency who do not possess a license, credential or recognized certification as part of their Master Contract application.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to PUBLIC AGENCY/LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training must include certification in an approved SELPA crisis intervention program.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision

of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052 (1-9).

31. Student Discipline

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP Team Meetings

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting (California Education Code Sections 56366 (a) (2) (B) (i-ii) and 56345 (b)(4)). If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at

an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that all nonpublic school and agencies shall utilize SELPA approved forms and software for all IEP development and progress reporting. The LEA may require additional progress reporting. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access. The NPS and/or NPA shall maintain confidentiality of all IEP data and shall protect the password requirements of software systems. When a student withdraws or exits from the NPS/NPA, the NPS/NPA shall discontinue use of software systems for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. Surrogate Parents

CONTRACTOR shall comply with LEA surrogate parent assignments.

34. Due Process Proceedings

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. Complaint Procedures

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA Student Progress Reports/Report Cards and Assessments

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress or any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time within five years of the date of service. The CONTRACTOR shall provide this data supporting progress within 10 business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. The LEA shall provide all other assessments unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at their sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. Transcripts

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. LEA Student Change of Residence

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of the LEA student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. Withdrawal of LEA Student from Program

CONTRACTOR shall immediately report, by telephone, to the LEA contact person when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) business days. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. Parent Access

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. Services and Supervision and Professional Conduct

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

For services provided in a pupil's home as specified in the IEP, must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. Licensed Children's Institution Contractors

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003). A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility

at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. State Meal Mandate

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. Monitoring

CONTRACTOR shall allow access by PUBLIC AGENCY/LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. PUBLIC AGENCY/LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, PUBLIC AGENCY/LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, PUBLIC AGENCY/LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the CDE on-site and self-review and if applicable, LEA validation review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.

CONTRACTOR understands that PUBLIC AGENCY/LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

Personnel

45. Clearance Requirements

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to PUBLIC AGENCY/LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the PUBLIC AGENCY/LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. Staff Qualifications

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education

Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full CTC credential authorizing instruction to

students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064 (a)).

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. Verification of Licenses, Credentials and Other Documents

CONTRACTOR shall submit to PUBLIC AGENCY a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, certifications, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify PUBLIC AGENCY/LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA/LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than three (3) calendar days, provide to PUBLIC AGENCY/LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents within than 30 days of known changes.

48. Staff Absence

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section

56061. CONTRACTOR shall provide to LEA documentation of substitute. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. Staff Professional Behavior

It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of this contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

Health and Safety Mandates

50. Health and Safety

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for

tuberculosis. CONTRACTOR shall provide to PUBLIC AGENCY/LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. Facilities and Facilities Modifications

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

52. Administration of Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student who is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Both a licensed physician and parent must authorize any change in medication type, administration method, amount or schedule.

53. Incident/Accident Reporting

CONTRACTOR shall submit, electronically and by U.S. Mail, within 24 hours of any accident or incident a report of the accident or incident to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. Child Abuse Reporting

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.*, To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the PUBLIC AGENCY.

55. Sexual Harassment

CONTRACTOR shall have a sexual and gender identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56. Reporting of Missing Children

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the PUBLIC AGENCY. The written statement shall be submitted as specified by the LEA.

Financial

57. Student, Staff, Service, and Billing Reports and Statements

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by PUBLIC AGENCY/LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA approved form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initial of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct

deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

58. Right to Withhold Payment

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another LEA or confirms the change of residence to another LEA, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that is not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, the LEA may withhold final payment until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the

amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR and SELPA written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA and SELPA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between PUBLIC AGENCY/LEA and CONTRACTOR concerning the formulation of the Master Contract or an ISA should be resolved through the process outlined in chapter 2 of *Part II, Administrative Procedures* in the *Monterey County Special Education Procedural Handbook*, or through appeal to the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

59. Payment from Outside Agencies

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

60. Payment for Absences

Nonpublic School Staff Absence

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061.

CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified substitute (as defined in section seven (7) of this agreement and as determined by LEA). LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

Nonpublic School Student Absence

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

Nonpublic Agency Staff Absence

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified substitute (as defined in section seven (7) of this agreement and as determined by LEA), unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In

the event services were not provided, reasons for why the services were not provided shall be included.

Nonpublic Agency Student Absence

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent. In the event services were not provided, reasons for why the services were not provided shall be included.

61. Inspection and Audit

The CONTRACTOR shall maintain and the PUBLIC AGENCY/LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to PUBLIC AGENCY/LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by PUBLIC AGENCY/LEA. CONTRACTOR shall make available to PUBLIC AGENCY/LEA all budgetary information including operating budgets submitted by CONTRACTOR to PUBLIC AGENCY/LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of PUBLIC AGENCY/LEA or CONTRACTOR's offices (to be specified by PUBLIC AGENCY/LEA) at all reasonable times and without charge. All records shall be provided to PUBLIC AGENCY/LEA within five (5) working days of a written request from PUBLIC AGENCY/LEA. CONTRACTOR shall, at no cost to PUBLIC AGENCY/LEA, provide assistance for such examination or audit. PUBLIC AGENCY's/LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made

available to the PUBLIC AGENCY/LEA, unless the PUBLIC AGENCY/LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to PUBLIC AGENCY/LEA upon request by PUBLIC AGENCY/LEA.

If an inspection, review, or audit by PUBLIC AGENCY/LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. Rate Schedule

The rate schedule for all special education and related services offered by the CONTRACTOR are attached. Per Diem rates for LEA students whose IEP authorizes less than a full instructional day may be adjusted proportionally.

Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in the attached rate schedule.

63. Debarment Certification

By signing this agreement, the Contractor certifies that:

- a. The Contractor and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- b. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

Execution Of Contract

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2012 and terminates at 5:00 P.M. on June 30, 2013, unless sooner terminated as provide herein.

CONTRACTOR

PUBLIC AGENCY

<u>Michael Milczarek Treasurer</u>	<u>Carol Lankford</u>
Name/Title of Authorized Representative	Name/Title of Authorized Representative
<u>[Signature]</u>	<u>[Signature]</u>
Signature	Signature
<u>5.24.12</u>	<u>7/9/12</u>
Date	Date

Notices

Notices to CONTRACTORS shall be addressed to:

Name: Jose Antonio Torres
Address: 5400 Soquel Ave, Ste. F
Santa Cruz, CA 95062
Phone: 831-462-9620 x310
Fax: 831-475-5212
Email: jtorres@thebayschool.org

Notices to PUBLIC AGENCY shall be addressed to:

Name: Monterey County SELPA
Address: P. O. Box 80851
Salinas, CA 93912-0851
Phone: (831) 755-0342
Fax: (831) 754-5865
Email: selpa@monterey.k12.ca.us

* please see attached fee schedule .

Exhibit A – Rates

Contractor: The Boy School Contractor Number: _____

Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract:

- Are attached
- Shall be as follows:

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>		
Basic Education Program/Dual Enrollment		
Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.		

B. Related Services

<input type="checkbox"/>	a. Transportation – Round Trip		
<input type="checkbox"/>	b. Transportation – One Way		
<input type="checkbox"/>	c. Transportation-Dual Enrollment		
<input type="checkbox"/>	d. Public Transportation		
<input type="checkbox"/>	e. Parent*		
<input type="checkbox"/>	a. Educational Counseling – Individual		
<input type="checkbox"/>	b. Educational Counseling – Group of		
<input type="checkbox"/>	c. Counseling – Parent		
<input type="checkbox"/>	a. Adapted Physical Education – Individual		
<input type="checkbox"/>	b. Adapted Physical Education – Group of _____		
<input type="checkbox"/>	c. Adapted Physical Education – Group of _____		
<input type="checkbox"/>	a. Language and Speech Therapy – Individual		
<input type="checkbox"/>	b. Language and Speech Therapy – Group of 2		
<input type="checkbox"/>	c. Language and Speech Therapy – Group of 3		
<input type="checkbox"/>	d. Language and Speech Therapy – Per diem		
<input type="checkbox"/>	e. Language and Speech – Consultation Rate		
<input type="checkbox"/>	a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
<input type="checkbox"/>	b. Additional Instructional Assistant – Group of 2		
<input type="checkbox"/>	c. Additional Instructional Assistant – Group of 3		
<input type="checkbox"/>	Intensive Special Education Instruction**		
<input type="checkbox"/>	a. Occupational Therapy – Individual		
<input type="checkbox"/>	b. Occupational Therapy – Group of 2		
<input type="checkbox"/>	c. Occupational Therapy – Group of 3		
<input type="checkbox"/>	d. Occupational Therapy – Group of 4 - 7		
<input type="checkbox"/>	e. Occupational Therapy – Consultation Rate		
<input type="checkbox"/>	Physical Therapy		
<input type="checkbox"/>	a. Behavior Intervention – BII		
<input type="checkbox"/>	b. Behavior Intervention – BID		
<input type="checkbox"/>	Provided by:		
<input type="checkbox"/>	Nursing Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

NAME OF NONPUBLIC, NONSECTARIAN SCHOOL: The Bay School
School Year: 2012-2013

SERVICE FEES

(Include only the services your school currently has qualified staff to provide.)

SPECIAL EDUCATION INSTRUCTION	Per Hour	Per Day	Per Month
Special Education (SE)		\$ 220.00	
Special Education (SE) Birth to 5 yrs Behavior Management Supervision Behavior Management Assistant			
DESIGNATED INSTRUCTION AND SERVICES AND RELATED SERVICES	Per Hour	Per Day	Per Month
Adapted Physical Education (APE)			
Assistive Technology Services (AST)			
Audiological Services (AS)			
Behavior Intervention Including Development and Modification (BID)	\$ 150		
Behavior Intervention Implementation of Behavior Modification Plans (BII)	\$ 35		
Counseling and Guidance Services (CG)			
Early Education Programs for Children with Disabilities (EE)			
Health and Nursing Services (HNS)			
Instruction in the Home or Hospital (IHH)			
Language and Speech Development and Remediation (LSDR)	\$ 90		
Occupational Therapy Services (OT)			
Orientation and Mobility Instruction (OM)			
Parent Counseling and Training (PCT)			
Physical Therapy Services (PT)			
Psychological Services Other Than Assessment and IEP Development (PS)			
Recreation Services (RS)			
Social Worker Services (SW)			
Specialized Driver Training Instruction (SDTI)			
Specialized Interpreting or Transcribing Services (SIT)			
Specialized Services for Low Incidence (LI) (Identify Service)			
Specially Designed Vocational Education and Career Development (VECD)			
Vision Services (VS)			

NAME OF NONPUBLIC, NONSECTARIAN SCHOOL: The Bay School
School Year: 2012-2013

SERVICE FEES

(Include only the services your school currently has qualified staff to provide.)

SPECIAL EDUCATION INSTRUCTION	Per Hour	Per Day	Per Month
Special Education (SE)		\$ 220.00	
Special Education (SE) Birth to 5 yrs Behavior Management Supervision Behavior Management Assistant			
DESIGNATED INSTRUCTION AND SERVICES AND RELATED SERVICES	Per Hour	Per Day	Per Month
Adapted Physical Education (APE)			
Assistive Technology Services (AST)			
Audiological Services (AS)			
Behavior Intervention Including Development and Modification (BID)	\$ 150		
Behavior Intervention Implementation of Behavior Modification Plans (BII)	\$ 35		
Counseling and Guidance Services (CG)			
Early Education Programs for Children with Disabilities (EE)			
Health and Nursing Services (HNS)			
Instruction in the Home or Hospital (IHH)			
Language and Speech Development and Remediation (LSDR)	\$ 90		
Occupational Therapy Services (OT)			
Orientation and Mobility Instruction (OM)			
Parent Counseling and Training (PCT)			
Physical Therapy Services (PT)			
Psychological Services Other Than Assessment and IEP Development (PS)			
Recreation Services (RS)			
Social Worker Services (SW)			
Specialized Driver Training Instruction (SDTI)			
Specialized Interpreting or Transcribing Services (SIT)			
Specialized Services for Low Incidence (LI) (Identify Service)			
Specially Designed Vocational Education and Career Development (VECD)			
Vision Services (VS)			



The Bay School Calendar 2012-2013 School Year

229 School Days

July 2012						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

15 school days

August						
SM	T	W	TH	F	S	
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23 school days

September						
SM	T	W	TH	F	S	
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

17 school days

October						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

22 school days

November						
SM	T	W	TH	F	S	
				12	13	
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

18 school days

December						
SM	T	W	TH	F	S	
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

15 school days

January 2013						
S	M	T	W	TH	F	S
				3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

20 school days

February						
SM	T	W	TH	F	S	
					12	
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

19 school days

March						
SM	T	W	TH	F	S	
						12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

21 school days

April						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

17 school days

May						
SM	T	W	TH	F	S	
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

22 school days

June						
SM	T	W	TH	F	S	
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

20 school days

- 1st day of school session

- Visitor's Day

- Holiday/no school

First day of summer session - Wednesday, July 11, 2012

- Minimum day (dismissal at 12 noon)

First day of fall session - Thursday, Sept. 6, 2012

Updated 12/20/11



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

**NOTICE OF
NONPUBLIC, NONSECTARIAN SCHOOL CERTIFICATION**

DATE: January 1, 2012

SITE ADMINISTRATOR: Dr. Andrea Gold

SCHOOL: The Bay School

CDS CODE: 44-69765 -7103534

SITE: 5400 Soquel Avenue, Suite F
Santa Cruz, CA 95062

GRADE LEVEL(S): K-12 **CLASSROOMS:** 5

CERTIFICATION STATUS :

APPROVED

EFFECTIVE DATES:

January 1, 2012 – December 31, 2012

PRIMARY DISABLING CONDITIONS SERVED: Autism and Intellectual Disability (Moderate/Severe)

RELATED SERVICES AUTHORIZED: Behavior Intervention – Design or Planning (BID), Behavior Intervention Implementation (BII), Language and Speech Development and Remediation (LSDR) to be provided as stated in the Individualized Education Program.

Judy Reichle

Judy Reichle, Consultant
Interagency-Nonpublic Schools/Agencies Unit
Special Education Division

NOTE: Certification is not an endorsement of the services offered by the Nonpublic School (NPS) but states only that the NPS meets minimum standards. Certification is subject to timely submission of an annual application and accompanying fee.

Certification that is "Approved" or "Conditional" authorizes the nonpublic school or agency to contract with local educational agencies under Section 56366 et seq. of the Education Code.

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

INDIVIDUAL SERVICES AGREEMENT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
 (Education Code Sections 56365 et seq.)

This agreement is effective on 7/1/12 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2013, unless sooner terminated as provided in the Master Contract and by applicable law.

LOCAL EDUCATION AGENCY (LEA)

Street Address: So. Monterey Co. JUHSD
 City, State, Zip: 800 Broadway St.
 Contact Name: Jo Quinn
 (Program): _____
 Phone: (831) 385-0606 x 4458
 Email: jquinn@kingcity.k12.ca.us
 Fax: (831) 385-0695
 Contact Name (Business): Mary Mendenhall
 Phone: (831) 385-0606 x 4339
 Email: mmendenhall@kingcity.k12.ca.us
 Fax: (831) 385-0695

NONPUBLIC SCHOOL/AGENCY

Street Address: 5400 Soquel Ave Ste F
 City, State, Zip: Santa Cruz, CA 95062
 Contact Name: Dr. Andrea Gold
 (Program): _____
 Phone: (831) 462-9620
 Email: _____
 Fax: 831-475-5212
 Contact name (Business): Michael Milczarek, Treasurer
 Phone: _____
 Email: _____
 Fax: _____

STUDENT INFORMATION

Student: _____ Date of Birth: _____ Age: _____
 Grade: _____ SSID Number: _____ Student Identification Number: _____ Gender: _____
 Lives With/In: Both Parents Mother Father Foster Parent Res. Facility Other: _____
 Parent/Guardian Name: _____
 Street Address: _____ P.O. Box: _____ City: _____ Zip: _____
 Home Phone: _____ Work Phone: _____ Cell Phone: _____

CONTRACT DATES

Master Contract Executed: 7/1/12 ISA Begins: 7/1/12 ISA Ends: 6/30/13
 Number of Days: Regular Year 229 Extended School Year: _____ Total Contracted Days 229

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

Services	Provider				Duration of Each Session	Cost of Each Session	Number of Sessions per wk/mo/year	Maximum Number of Sessions	Estimated Total Cost for Contracted Period
	LEA	NPS	NPA	Other Specify					
A. Basic Education	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			220.00	229	229	\$50,380.00
B. Related Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
1. Transportation									
a. Paid to NPS/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
b. Reimburse Parent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
2. Counseling									
a. Group	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
b. Individual	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
c. Family	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
3. Adapted P. E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4. Speech/Language									
a. Group	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
b. Individual	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		60 min/wk	\$90	47		\$4,230.00
5. Occupational Therapy									
a. Therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
b. Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: The Pediatric Therapy Center

MEETING: September 12, 2012

AGENDA SECTION:

ACTION

INFORMATION

X 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 Pediatric Therapy Center is a non public school that provides occupational therapy services for students being served at The Bay School. We currently have 1 student being served at this facility.

Recommendation:

To approve the contract with The Pediatric Therapy Center

Fiscal Impact:


\$6,600 Special Education Funds

Submitted By:



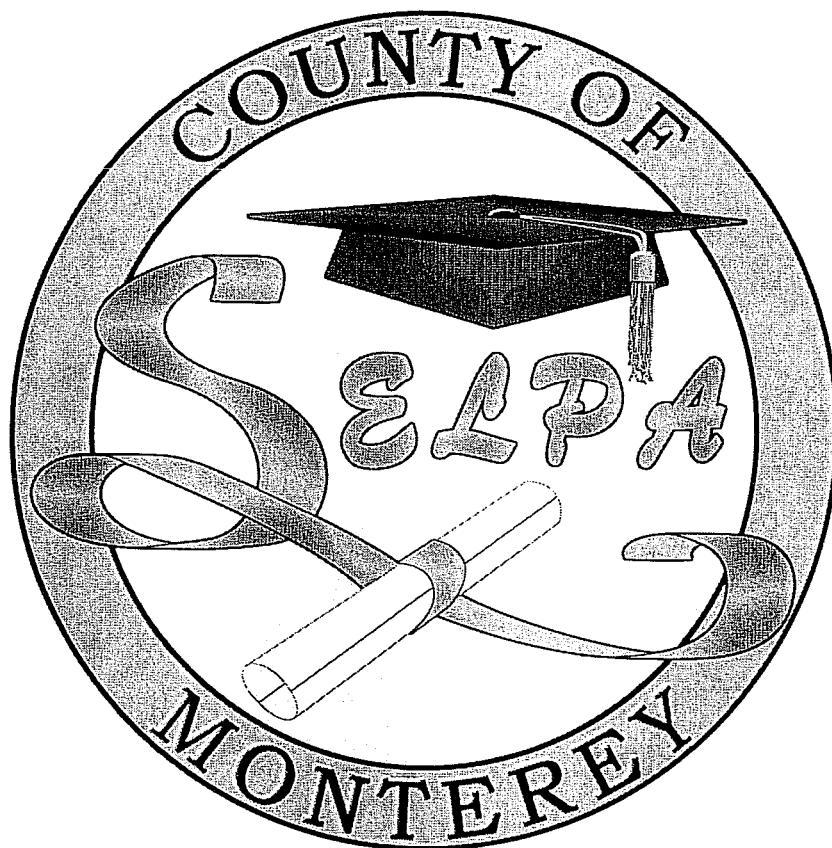
Mary Mendenhall, CBO

Approved:



Daniel R. Moirao Ed.D.
State Administrator

Monterey County
Special Education Local Plan Area



Master Contract:
Nonsectarian, Nonpublic School
and Agency Services
2012 – 2013

Monterey County SELPA Master Contract: Nonsectarian, Nonpublic School/Agency Services

Contract Number: _____ Contract Year: 2012 – 2013

Nonpublic School/Agency: Pediatric Therapy Center

Nonpublic School

Nonpublic Agency

Contract Type:

Master contract for fiscal year with individual service agreements (ISA) to be developed and approved throughout the term of the contract between contractor and responsible local educational agency (LEA).

Interim contract for the purpose of extending the previous year's approved contract and rates for up to ninety (90) days pending negotiation of a new master contract. In the case of an interim contract, the term of the contract as specified in section 4 of the master contract shall be amended as follows:

Beginning Date: 7/1/12

Expiration Date: 6/30/13

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Authorization for Contract and General Provisions

1. Master Contract

This Master Contract is entered into this 1 day of July, 2012, between Pediatric Therapy (“CONTRACTOR” herein) and the following public agency (“Public Agency” herein):

- Monterey County Special Education Local Plan Area on behalf of all local educational agencies within the SELPA;
- South Monterey County Joint Union High School District on behalf of itself; or
- Monterey County Office of Education on behalf of itself.

Throughout this contract, the term local educational agency (“LEA” herein) shall refer to the Monterey County Office of Education or the school district that is responsible for individual students.

The purpose of this contract is the provision of special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR. Prior to initiation of services in a nonpublic school for students placed in a Monterey County LCI or group home by an agency other than education, the responsible LEA must be provided with a current, fully consented IEP clearly stating that the student requires and has been placed in a nonpublic school and a completed *Notice of LCI/Group Home Placement (NC 8A)*.

Upon acceptance of a student, LEA shall submit to CONTRACTOR, an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Program (“IEP” herein). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment in a nonpublic school or agency. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a

nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. Certifications and Licenses

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications or a validly issued waiver of any such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to PUBLIC AGENCY on or before the date this contract is executed by PUBLIC AGENCY. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall be null and void.

3. Compliance with Laws, Statutes, Regulations

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable PUBLIC AGENCY/LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not

reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with PUBLIC AGENCY/LEA policies and shall indemnify PUBLIC AGENCY/LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable PUBLIC AGENCY/LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that the PUBLIC AGENCY/LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. Term of Master Contract

The term of this Master Contract shall be from 7/1/12 to 6/30/13 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the PUBLIC AGENCY is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2013. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be executed by the PUBLIC AGENCY unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the PUBLIC AGENCY.

5. Integration/Continuance of Contract Following Expiration or Termination

This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the PUBLIC AGENCY/LEA may modify the PUBLIC AGENCY/LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the PUBLIC AGENCY with information as requested in this agreement to secure a Master Contract or a renewal. The PUBLIC AGENCY may require additional information as applicable. If the required information is not provided to PUBLIC AGENCY, the Master Contract will not be executed. If CONTRACTOR does not return the Master Contract to PUBLIC AGENCY duly signed by an authorized representative within ninety (90) calendar days of issuance by PUBLIC AGENCY, any new contract rates will not take effect until it is received by PUBLIC AGENCY and will not be retroactive to the first day of the new Master Contract's effective date. If

CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments by LEA shall cease until such time as the new Master Contract for the current school year is signed and returned to PUBLIC AGENCY by CONTRACTOR (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and PUBLIC AGENCY for so long as CONTRACTOR is serving authorized LEA students at the discretion of the LEA.

6. Individual Services Agreement

This contract shall apply to every ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is serving authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between PUBLIC AGENCY/LEA and CONTRACTOR concerning the formulation of the Master Contract or an ISA should be resolved through the process outlined in chapter 2 of *Part II, Administrative Procedures* in the *Monterey County Special Education Procedural Handbook*, or through appeal to the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. Definitions

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the SELPA, of which the LEA is a member, is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the ISA, unless otherwise specified in the contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

Administration of Contract

8. Notices

All notices provided for by this contract shall be in writing. Notices shall be sent by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee.

All correspondence related to the Master Contract shall be mailed to the PUBLIC AGENCY and addressed to the person and address as indicated on the signature page of the Master Contract. Copies of all correspondence related individual students shall be mailed to the contact person as identified on the ISA for the responsible LEA. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. Maintenance of Records

CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For

purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such logs need to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. PUBLIC AGENCY and/or LEA shall have access to and receive copies of any and all records upon request within five business days.

10. Severability Clause

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. Successors in Interest

This contract binds CONTRACTOR's successors and assignees.

12. Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the PUBLIC AGENCY/LEA is located.

13. Modifications to Conform to Legal and Administrative Guidelines

This Master Contract may be modified or amended by the PUBLIC AGENCY to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The PUBLIC AGENCY shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. Termination

This Master Contract and/or any related ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. Insurance

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

- a. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence
\$ 100,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$2,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

- b. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

- If no owned automobiles, then only hired and non-owned is required.
- If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- c. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- d. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$1,000,000 general aggregate

- e. Contractor, upon execution of this contract and periodically thereafter, upon request, shall furnish the PUBLIC AGENCY with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education as additional insured's. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- f. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the PUBLIC AGENCY. At its option, PUBLIC AGENCY may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the PUBLIC AGENCY or eliminate such deductibles or self-

insured retentions with respect to the PUBLIC AGENCY, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- g. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the PUBLIC AGENCY/LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the PUBLIC AGENCY/LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- h. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If PUBLIC AGENCY or CONTRACTOR determines that changes in insurance coverage obligations under this section are necessary, either party may reopen negotiations to modify the insurance obligations.

16. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold PUBLIC AGENCY/LEA and its/their governing board, administrators, employees, agents, attorneys, volunteers, and subcontractors ("PUBLIC AGENCY/LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding PUBLIC AGENCY/LEA and PUBLIC AGENCY/LEA Indemnities).

PUBLIC AGENCY/LEA shall indemnify and hold CONTRACTOR and its board members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of PUBLIC AGENCY/LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

PUBLIC AGENCY/LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers PUBLIC AGENCY/LEA employees acting within the course and scope of their respective duties and that its self-insurance covers PUBLIC AGENCY'S/LEA's indemnification obligations under this Master Contract.

17. Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the PUBLIC AGENCY/LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the PUBLIC AGENCY/LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the PUBLIC AGENCY/LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the PUBLIC AGENCY/LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the PUBLIC AGENCY/LEA as a result of that holding. If CONTRACTOR is held to be a joint venturer, employer, or co-principle of PUBLIC AGENCY/LEA, then the PUBLIC AGENCY/LEA shall indemnify and hold harmless the CONTRACTOR.

18. Subcontracting

CONTRACTOR shall provide written notification to PUBLIC AGENCY/LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the PUBLIC AGENCY/LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the PUBLIC AGENCY/LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the PUBLIC AGENCY/LEA and the PUBLIC AGENCY/LEA governing boards as additional insured. Alternately, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the Master Contract number. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. Conflicts Of Interest

CONTRACTOR shall provide to PUBLIC AGENCY a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with PUBLIC AGENCY/LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with PUBLIC AGENCY/LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. Non-Discrimination

CONTRACTOR shall not unlawfully discriminate on the basis of actual or perceived gender, gender orientation, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association

with another person or group with one or more of these actual or perceived characteristics, in employment or operation of its programs.

Educational Program

21. Free and Appropriate Public Education

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP and ISA. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease. Pursuant to California Education Code section 56366(b), transportation shall not be provided through the use of services or equipment owned, leased, or contracted by the LEA for students served by CONTRACTOR unless those services and equipment are provided directly or subcontracted by the CONTRACTOR.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

22. General Program of Instruction

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA, that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to PUBLIC AGENCY prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE), if applicable, or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing behavior intervention services must have a trained behavior intervention case manager (BICM) or trained equivalent on staff. It is understood that behavior intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation or subcontract for transportation services for LEA students unless the LEA and CONTRACTOR agree otherwise in writing.

23. Instructional Minutes

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For students in grades kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least 314.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. Class Size

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event, a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. Calendars

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus up to twenty (20) extended school year (ESY) days as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed number of days in LEA's approved calendar and/or required by the IEP for each LEA student. In the event the LEA adjusts the number school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency, unless otherwise agreed upon, in writing. CONTRACTOR shall provide an amended calendar for LEA approval if the number of school days are adjusted.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. Data Reporting

CONTRACTOR shall agree to provide all data related to student information and billing information to LEA. CONTRACTOR shall agree to provide all data related to any sections of this contract as requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize SELPA approved forms and software for all IEP development and progress reporting. The LEA may require additional progress reporting. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access. The NPS and/or NPA shall maintain confidentiality of all IEP data and shall protect the password requirements of software systems. When a student withdraws or exits from the NPS/NPA, the NPS/NPA shall discontinue use of software systems for that student.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to IEP development, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.

27. Least Restrictive Environment

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations activities to support the transition.

28. Statewide Achievement Testing and High School Exit Examination

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff, CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a NPS, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by LEA pursuant to LEA, state and federal guidelines.

29. LEA Mandated Attendance at Meetings

CONTRACTOR shall attend LEA required meetings when legal mandates, and/or PUBLIC AGENCY policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide

CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. Positive Behavior Interventions

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to the completion of functional analysis assessments and the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans, behavior support plans, and emergency interventions. It is understood that the LEA may require additional staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to contracting. Failure to maintain adherence to staff qualification requirements may result in contract termination. Nonpublic schools and agencies providing behavior intervention will provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Nonpublic schools and agencies shall provide the LEA with all training protocols for behavior intervention staff employed by the nonpublic school or agency who do not possess a license, credential or recognized certification as part of their Master Contract application.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the California Code of Regulations section 3001(e).

CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to PUBLIC AGENCY/LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training must include certification in an approved SELPA crisis intervention program.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision

of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052 (1-9).

31. Student Discipline

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP Team Meetings

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting (California Education Code Sections 56366 (a) (2) (B) (i-ii) and 56345 (b)(4)). If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at

an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that all nonpublic school and agencies shall utilize SELPA approved forms and software for all IEP development and progress reporting. The LEA may require additional progress reporting. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access. The NPS and/or NPA shall maintain confidentiality of all IEP data and shall protect the password requirements of software systems. When a student withdraws or exits from the NPS/NPA, the NPS/NPA shall discontinue use of software systems for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. Surrogate Parents

CONTRACTOR shall comply with LEA surrogate parent assignments.

34. Due Process Proceedings

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. Complaint Procedures

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA Student Progress Reports/Report Cards and Assessments

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress or any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time within five years of the date of service. The CONTRACTOR shall provide this data supporting progress within 10 business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. The LEA shall provide all other assessments unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at their sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. Transcripts

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. LEA Student Change of Residence

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of the LEA student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. Withdrawal of LEA Student from Program

CONTRACTOR shall immediately report, by telephone, to the LEA contact person when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) business days. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. Parent Access

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. Services and Supervision and Professional Conduct

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

For services provided in a pupil's home as specified in the IEP, must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. Licensed Children's Institution Contractors

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility

at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. State Meal Mandate

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. Monitoring

CONTRACTOR shall allow access by PUBLIC AGENCY/LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. PUBLIC AGENCY/LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, PUBLIC AGENCY/LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, PUBLIC AGENCY/LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the CDE on-site and self-review and if applicable, LEA validation review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.

CONTRACTOR understands that PUBLIC AGENCY/LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

Personnel

45. Clearance Requirements

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to PUBLIC AGENCY/LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the PUBLIC AGENCY/LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. Staff Qualifications

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education

Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full CTC credential authorizing instruction to

students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064 (a)).

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. Verification of Licenses, Credentials and Other Documents

CONTRACTOR shall submit to PUBLIC AGENCY a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, certifications, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify PUBLIC AGENCY/LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA/LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than three (3) calendar days, provide to PUBLIC AGENCY/LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents within than 30 days of known changes.

48. Staff Absence

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section

56061. CONTRACTOR shall provide to LEA documentation of substitute. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. Staff Professional Behavior

It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of this contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

Health and Safety Mandates

50. Health and Safety

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for

tuberculosis. CONTRACTOR shall provide to PUBLIC AGENCY/LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. Facilities and Facilities Modifications

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

52. Administration of Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student who is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Both a licensed physician and parent must authorize any change in medication type, administration method, amount or schedule.

53. Incident/Accident Reporting

CONTRACTOR shall submit, electronically and by U.S. Mail, within 24 hours of any accident or incident a report of the accident or incident to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. Child Abuse Reporting

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the PUBLIC AGENCY.

55. Sexual Harassment

CONTRACTOR shall have a sexual and gender identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56. Reporting of Missing Children

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the PUBLIC AGENCY. The written statement shall be submitted as specified by the LEA.

Financial

57. Student, Staff, Service, and Billing Reports and Statements

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by PUBLIC AGENCY/LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA approved form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initial of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct

deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

58. Right to Withhold Payment

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another LEA or confirms the change of residence to another LEA, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that is not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, the LEA may withhold final payment until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the

amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR and SELPA written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA and SELPA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between PUBLIC AGENCY/LEA and CONTRACTOR concerning the formulation of the Master Contract or an ISA should be resolved through the process outlined in chapter 2 of *Part II, Administrative Procedures* in the *Monterey County Special Education Procedural Handbook*, or through appeal to the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

59. Payment from Outside Agencies

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

60. Payment for Absences

Nonpublic School Staff Absence

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061.

CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified substitute (as defined in section seven (7) of this agreement and as determined by LEA). LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

Nonpublic School Student Absence

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

Nonpublic Agency Staff Absence

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified substitute (as defined in section seven (7) of this agreement and as determined by LEA), unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In

the event services were not provided, reasons for why the services were not provided shall be included.

Nonpublic Agency Student Absence

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent. In the event services were not provided, reasons for why the services were not provided shall be included.

61. Inspection and Audit

The CONTRACTOR shall maintain and the PUBLIC AGENCY/LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to PUBLIC AGENCY/LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by PUBLIC AGENCY/LEA. CONTRACTOR shall make available to PUBLIC AGENCY/LEA all budgetary information including operating budgets submitted by CONTRACTOR to PUBLIC AGENCY/LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of PUBLIC AGENCY/LEA or CONTRACTOR's offices (to be specified by PUBLIC AGENCY/LEA) at all reasonable times and without charge. All records shall be provided to PUBLIC AGENCY/LEA within five (5) working days of a written request from PUBLIC AGENCY/LEA. CONTRACTOR shall, at no cost to PUBLIC AGENCY/LEA, provide assistance for such examination or audit. PUBLIC AGENCY's/LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made

available to the PUBLIC AGENCY/LEA, unless the PUBLIC AGENCY/LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to PUBLIC AGENCY/LEA upon request by PUBLIC AGENCY/LEA.

If an inspection, review, or audit by PUBLIC AGENCY/LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. Rate Schedule

The rate schedule for all special education and related services offered by the CONTRACTOR are attached. Per Diem rates for LEA students whose IEP authorizes less than a full instructional day may be adjusted proportionally.

Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in the attached rate schedule.

63. Debarment Certification

By signing this agreement, the Contractor certifies that:

- a. The Contractor and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- b. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

Execution Of Contract

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2012 and terminates at 5:00 P.M. on June 30, 2013, unless sooner terminated as provide herein.

CONTRACTOR

PUBLIC AGENCY

Patricia Steffen-Sanchez, OTR/L
Name/Title of Authorized Representative

Mary Mendenhall, Chief Business Official
Name/Title of Authorized Representative

Signature

Date

Signature

Date

INDIVIDUAL SERVICES AGREEMENT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
 (Education Code Sections 56365 et seq.)

This agreement is effective on 7/1/12 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2013, unless sooner terminated as provided in the Master Contract and by applicable law.

LOCAL EDUCATION AGENCY (LEA)

Street Address: So. Monterey Co. JUHSD
 City, State, Zip: 800 Broadway St.
 Contact Name: Jo Quinn
 (Program): _____
 Phone: (831) 385-0606 x 4458
 Email: jquinn@kingcity.k12.ca.us
 Fax: (831) 385-0695
 Contact Name: Mary Mendenhall
 (Business) _____
 Phone: (831) 385-0606 x 4339
 Email: mmendenhall@kingcity.k12.ca.us
 Fax: (831) 385-0695

NONPUBLIC SCHOOL/AGENCY

Street Address: 8050 Soquel Dr. Suite A
 City, State, Zip: Aptos, CA 95003
 Contact Name: Patricia Steffen-Sanchez
 (Program): _____
 Phone: (831) 684-1804
 Email: patptc@sbcglobal.net
 Fax: (831) 684-1826
 Contact name (Business) _____
 Phone: _____
 Email: _____
 Fax: _____

STUDENT INFORMATION

Student: _____ Date of Birth: _____ Age: _____
 Grade: _____ + SSID Number: _____ Student Identification Number: _____ Gender: _____
 Lives With/In: Both Parents Mother Father Foster Parent Res. Facility Other: _____
 Parent/Guardian Name: _____
 Street Address: _____ P.O. Box: _____ City: _____ Zip: _____
 Home Phone: _____ Work Phone: _____ Cell Phone: _____

CONTRACT DATES

Master Contract Executed: 7/1/12 ISA Begins: 7/1/12 ISA Ends: 6/30/13
 Number of Days: Regular Year 40 Extended School Year: 8 Total Contracted Days 48

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

Services	Provider				Duration of Each Session	Cost of Each Session	Number of Sessions per wk/mo/year	Maximum Number of Sessions	Estimated Total Cost for Contracted Period
	LEA	NPS	NPA	Other Specify					
A. Basic Education	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
B. Related Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
1. Transportation									
a. Paid to NPS/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
b. Reimburse Parent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
2. Counseling									
a. Group	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
b. Individual	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
c. Family	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
3. Adapted P. E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4. Speech/Language									
a. Group	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
b. Individual	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5. Occupational Therapy									
a. Therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		1 hour	\$135	1/wk	48	\$6,600.00
b. Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

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

SUBJECT: Odysseyware

MEETING: September 12, 2012

AGENDA SECTION:

ACTION

INFORMATION

X 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:

This contract is to secure 60 licenses for the Odysseyware program for our use.

The Odysseyware program has been the online program providing credit recovery and extra courses for students. Some AP courses are available for students.

Recommendation:

To approve the 3 year contract with Odysseyware

Fiscal Impact:


\$84,000 from Title I funds which must be encumbered by September 30th or returned to the State

Submitted By:



Mary Mendenhall, CBO

Approved:



Daniel R. Moirao Ed.D.
State Administrator



Multi Year License Quote

OdysseyWareSM Representative

School/District: South Monterey County High School District

Contact: Ms. Mendenhall

Phone: 831-385-0602

Fax: 831-385-0695

Email: mmendenhall@kingcity.k12.ca.us

Address: 800 Broadway
King City, CA 93930

Date: 9/5/2012

Contact: Kevin Sangiovanni

Phone: 310-601-6945

Fax: 480 323 2951

Email: ksangiovanni@odysseyware.com

New Customer Existing Customer

OdysseyWare SM Online			
Licenses of OdysseyWare SM Full Academic content grades 3-12 for core curriculum (Social Studies/History, Science, Math, Language Arts), Electives, Placement Testing, CRx Prescriptive and GED Course. 24/7 Online Access, Technical Support, and OdysseyCare included			
Section 1	Number of Licenses		Per Concurrent User per year. Licenses are renewable annually
	Other	60	Cost: \$ 700.00
	Year 1 of Multi-Year Agreement (If paying full price for the first two years, which is DUE UPFRONT then the third year will be free)		\$ 42,000
	Year 2 of Multi-Year Agreement (Due upfront)		\$ 42,000
Year 3 of Multi Year Agreement		FREE	

Content Delivery Network (CDN)			
Section 2	DART (1-100 Users) Single Site	Qty	\$4500 with 1 year Maintenance Program
	E85 (1-1000 Users) Single Site	Qty	\$6000 with 3 year Maintenance Program
			\$7000 with 1 year Maintenance Program
			\$8500 with 3 year Maintenance Program
	1 Yr Maintenance Plan \$995	<input type="checkbox"/>	
	3 Yr Maintenance Plan \$2500	<input type="checkbox"/>	
Subtotal			\$ -

Professional Development and Training			
Expedite Fee		Will be mandatory when customer requests training date that is less than 21 days from their PO arriving in our office. No Exceptions! Applies to On-Site only.	
Conversion Training		Please Select Type Of Training (Click Here for DropDown)	
BRONZE			
BRONZE A	<input type="checkbox"/>	6 Hour Webinar	T10002
BRONZE B	<input type="checkbox"/>	4 Hour Webinar 1 Day On-Site	T10003
SILVER			
SILVER A	<input type="checkbox"/>	10 Hour Webinar	T10005
SILVER B	<input type="checkbox"/>	2 Day On-Site (Consecutive Days) 2 Hour Webinar Follow-up	T10006
SILVER C	<input type="checkbox"/>	4 Hour Webinar, 2 Day On-Site (Non-Consecutive Days)	T10009
GOLD			
GOLD A	<input type="checkbox"/>	20 Hours Webinar	C10001
GOLD B	<input type="checkbox"/>	3 Days On-Site training: 2 Consecutive Days, 1 Non-consecutive Day, Plus a 2 Hour Follow-up Webinar	C10002
PLATINUM			
PLATINUM	<input type="checkbox"/>	6 Days Total Training 2 Days Consecutive On-Site, 1 Non-consecutive Day, 2 Hour Follow-up Webinar 16 Additional Hours of Webinar training	C10003
Additional Professional Training Options - Existing Customer (Select Minimum of 6 Hours Options from Dropdown List)			
Onsite Modules Click for Course Descriptions		Professional Development & Training - up to 6 Hours with 12 Trainees. OdysseyWare will invoice School/District \$250.00 for each ADDITIONAL ATTENDEES above 12 (twelve).	
1	Course (Click Here for Dropdown)		\$ -
2	Course (Click Here for Dropdown)		\$ -
3	Course (Click Here for Dropdown)		\$ -
T10012	TRAINING-ADDITIONAL ATTENDEES	Enter Number of Additional Attendees	0 \$ -
Webinar Modules (Select Up to 4 Hours with 12 Trainees Options from Dropdown List)			
Webinar Modules Click for Course Descriptions			
1	Course (Click Here for Dropdown)		\$ -
2	Course (Click Here for Dropdown)		\$ -
3	Course (Click Here for Dropdown)		\$ -
Subtotal			\$ -

Section 4	Comments:	Please note that year's one and two are due upfront in order to get the third year free.	
			1 Year Total \$ 42,000
			2 Year Total (Due Upfront) \$ 84,000
			3 Year Total FREE
Basic Terms:			
This proposal is good for 30 days. Total may be adjusted as necessary to reflect applicable state and local taxes.			
Professional Development & Training: OdysseyWare will invoice School/District \$250.00 for each additional attendees above 12 (twelve). Training requires minimum three-week lead time. Rush training subject to additional charges. Changes to scheduled training dates are subject to a rescheduling fee.			
Signature		Date	

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Monterey County Teacher Credentialing Program/BTSA

MEETING: 9/12/12

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
- 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 Monterey County Office of Education Teacher Credentialing Program (BTSA) provides support and guidance to new teachers based on the California Standards for the Teaching Profession and Induction Standards. It also enables new teachers to go from a preliminary to a clear credential..

The MCOE serves as the program LEA and is the project fiscal agent; the clearinghouse for information, data and reporting requirements; the liaison and contact between state agencies, member districts, and local universities; and the grantor of the California Clear Credential for teachers.

The South Monterey County Joint Union HSD currently has 3 teachers who qualify to participate in this program.

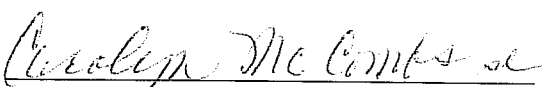
Recommendation:

Approve

Fiscal Impact:

Upon submission of an invoice after the District's year-end Colloquium, the MCOE will reimburse the District at the rate of \$2100/candidate. Of this amount, \$1800 is to be paid to the Support Provider for each teacher to whom BTSA support has been provided.

Submitted By:

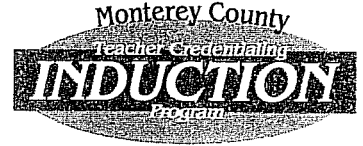
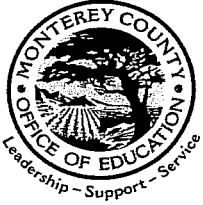


Carolyn McCombs
Interim, Director Educational Services

Approved:



Daniel R. Moirao, Ed.D.
State Administrator



Teacher Credentialing Program/Induction
South Monterey County High School District
Memorandum of Understanding (MOU)
2012 - 2013

This is a memorandum of understanding among the member districts of the Monterey County Teacher Credentialing Induction Consortium (Induction/BTSA) and the Monterey County Office of Education.

The purpose of the MOU is to establish a formal working relationship between the parties of this agreement and to set forth the operative conditions that will govern this partnership. The goal of the partnership is to provide quality professional development and support to first and second year teachers and their Support Providers, and provide legal justification, in accordance with Education Code 44279.2(c) for granting the second level California clear teacher licensure.

1.0 Project Governance

- 1.1 The Monterey County Induction Program Advisory Team is composed of MCOE program leadership, district representatives, and representatives from local universities.
- 1.2 The Monterey County Induction Program Advisory Team agrees to meet five to six times per year to review the program and provide input to the program director and the county office of education leadership team.
- 1.3 The program director provides organizational guidance for the Monterey County Induction Program.
- 1.4 The Monterey County Office of Education, in its role as LEA, will serve as:
 - The project fiscal agent;
 - Clearinghouse for information, data and reporting requirements;
 - Liaison and contact between state agencies, member districts, and local universities;
 - Grantor of the California Clear Credential for teachers.

2.0 General Responsibilities

- 2.1 Monterey County Office of Education agrees to the following:
 - Provide administration of and secretarial support for the project activities as described in the approved Induction program submission document;
 - Convene Program Advisory Team Meetings, materials, ongoing follow-up and support;
 - Provide program materials to each candidate and support provider;
 - Coordinate the training and professional development opportunities for Candidates and Support Providers, including training in the formative

assessment program;

- Provide required training for administrators, in their roles and responsibilities, to include the knowledge of the Induction Standards, California Standards for the Teaching Profession, state accreditation requirements, and the role of all stakeholders.

2.2 The member districts agree to the following:

- Accept the hiring of district Program Advisor by MCOE who has dedicated time to coordinate the program at the district level, attend regional seminars, and represent the district at the Program Advisory Team Meetings;
- Select Support Providers for all the Candidates within 60 days of date of hire, according to the **selection criteria and interview procedures** detailed in the approved and provided by the MCOE SB 2042 Induction Plan;
- Ensure that all Support Providers understand their responsibilities as a support provider and the requirements of the Induction Program;
- Provide a structure of dedicated time for the candidate and support provider to work together on a weekly basis (1.5-2 hours on average);
- Monitor all induction Candidates and Support Providers to ensure complete documentation certifying that Candidates and Support Providers are working together on a weekly basis, and that Individual Induction Plans are submitted according to the established timelines and program expectations;
- Ensure attendance at all required professional development programs designed for Induction Candidates, Support Providers, program advisors, and administrators;
- Provide release time to Candidates and Support Providers, (minimum 2 days each per school year) in order to visit other classrooms, other schools, and meet with other participants;
- Assist site administrators to ameliorate challenging assignments and additional duties for Candidates and provide additional support as needed;
- Participate in program evaluation and the state survey.

3.0 Fiscal Responsibility

3.1 The Monterey County Office of Education, as the LEA of the Monterey County Teacher Credentialing Induction Program, will:

- Assume overall fiscal responsibility for the administration of the appropriated funds, to include submission of expenditure reports, and any other documentation sought by the California Department of Education and/or Commission on Teacher Credentialing;
- Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities as described in section 2.0 above;
- Expend income according to the established policies and procedures outlined by the funding agency;
- Upon submission of an invoice after the District's year-end Colloquium, the Monterey County Office of Education will reimburse the District at the rate of \$2,100.00 per candidate. Of this amount, \$1,800.00 is to be paid to the Support Provider for each teacher to whom BTSA support has been provided. Support Provider stipends will be prorated by the MCOE

Teacher Credentialing Program/Induction, the amount of \$150 per unattended seminar or mandatory event, including the Colloquium for Support Providers supporting a Year 2 candidate. The stipend for the district Program Advisor will also be deducted from the final payment due. **Invoices received after May 29th, 2013, will not be paid.**

4.0 Management of Data

The Monterey County Teacher Credentialing Induction Program Director will:

- Establish and maintain accurate records and reports including progress toward credential completion for all Candidates;
- Provide program assessment to meet the state program accreditation requirements;
- Submit required reports and documents to the funding and accreditation agencies, and to the Induction Program Advisory Team as requested.

Garry Bousum
Associate Superintendent

Daniel Moirao, Superintendent
South Monterey County HSD

Date _____

Date _____

0100-0392-0-8600-2100-580078-000-0487-602

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

SUBJECT: Approval of 2012-13 Agreement Between
SMCJUHSD and FCMAT

MEETING: September 12, 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
- 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:

This contract covers the annual review of Financial Management, Pupil Achievement, Personnel Management, Facilities Management and Community Relations as prescribed by SB130 dated July 22, 2009.

Recommendation:

Approve the contract with FCMAT for the Comprehensive Review.

Fiscal Impact:

The amount will not exceed \$95,000.

Submitted By:

Approved:



Daniel R. Morao, Ed.D.
State Administrator

FCMAT

FISCAL CRISIS & MANAGEMENT
ASSISTANCE TEAM

CSIS California School Information Services

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM STUDY AGREEMENT 2012-13 August 25, 2012

The FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM (FCMAT), hereinafter referred to as the Team, and the South Monterey County Joint Union High School District, hereinafter referred to as the District, mutually agree as follows:

1. BASIS OF AGREEMENT

The Team provides a variety of services to school districts and county offices of education upon request. The District has requested that the Team provide for the assignment of professionals to study specific aspects of the District. These professionals may include staff of the Team, County Offices of Education, the California State Department of Education, school districts, or private contractors. All work shall be performed in accordance with the terms and conditions of this Agreement.

In keeping with the provisions of AB1200, the County Superintendent will be notified of this agreement between the District and FCMAT and will receive a copy of the final report. The final report will be published on the FCMAT website.

2. SCOPE OF THE WORK

A. Scope and Objectives of the Study

The scope and objectives of this study are to:

- 1.) On July 22, 2009 Senate Bill 130 was signed into law. SB130 provides a state emergency loan of up to \$13 million to the district and authorizes the Superintendent of Public Instruction to appoint a State Administrator as his designee to the district. Of the \$13 million, \$5 million from the state's general fund will be used to meet the district's immediate financial needs. An additional \$8 million will be drawn from the California Infrastructure and Economic Development Bank that may be used by the district as needed in the 2009-10 fiscal year. The district must repay the loan within 20 years. The legislation also requires the Fiscal Crisis and Management Assistance Team to complete comprehensive assessments

and develop improvement plans in the following five areas of district operations:

- Financial Management
- Pupil Achievement
- Personnel Management
- Facilities Management
- Community Relations

- 2.) FCMAT will conduct field work during the fall semester and issue a progress report each fiscal year. The progress reviews will continue until the criteria established in SB130 have been achieved and local governance has been granted by the State Superintendent of Public Instruction to the District governing board. The Fourth Comprehensive review is projected to be issued in March, 2013.

B. Services and Products to be Provided

- 1) Orientation Meeting – The Team will conduct an orientation session at the School District to brief the State Administrator, cabinet, and supervisory personnel on the procedures of the Team and on the purpose and schedule of the study.
- 2) On-site Review – The Team will conduct an on-site review at the District office and at school sites.
- 3) Progress Report – The Team will hold an exit meeting at the conclusion of the on-site review to inform the District of significant findings and recommendations to that point.
- 4) Draft Reports – Sufficient copies of a preliminary draft report will be delivered to the State Administrator for review and comment.
- 5) Final Report –March 2013: Sufficient copies of the final study report will be delivered to the State Administrator following completion of the review.
- 6) Follow-Up Support: Six months after the completion of the study, FCMAT will return to the District, if requested, to confirm the District's progress in implementing the recommendations included in the report, at no cost. Status of the recommendations will be documented to the District in a FCMAT Management Letter.

3. **PROJECT PERSONNEL**

The study team will be supervised by Anthony Bridges, CFE, Deputy Administrative Officer, Fiscal Crisis and Management Assistance Team, Kern County Superintendent of Schools Office. The study team may also include:

- | | |
|-----------------------------|---|
| <i>A. William Gillaspie</i> | <i>FCMAT Deputy Administrative Officer</i> |
| <i>B. Diane Branham</i> | <i>FCMAT Chief Management Analyst</i> |
| <i>C. Deborah Deal, CFE</i> | <i>FCMAT Fiscal Intervention Specialist</i> |
| <i>D. John F. Von Flue</i> | <i>FCMAT Fiscal Intervention Specialist</i> |
| <i>E. Julie Auvil, CPA</i> | <i>FCMAT Fiscal Intervention Specialist</i> |
| <i>F. John Lotze</i> | <i>FCMAT Technical Writer</i> |
| <i>G. Nancy Sullivan</i> | <i>CSIS Deputy Operations Officer</i> |
| <i>H. Dean Bubar</i> | <i>FCMAT Consultant</i> |
| <i>I. Greig Welch</i> | <i>FCMAT Consultant</i> |
| <i>J. Robert Rice</i> | <i>FCMAT Consultant</i> |
| <i>K. Pat Alexander</i> | <i>FCMAT Consultant</i> |
| <i>L. Suzanne Speck</i> | <i>School Services of California</i> |

Other equally qualified consultants will be substituted in the event one of the above noted individuals is unable to participate in the study.

4. **PROJECT COSTS**

The cost for studies requested pursuant to E.C. 42127.8(d)(1) shall be:

- A. \$800.00 per day for each Team Member while on site, conducting fieldwork and analysis at other locations, preparing and presenting reports, or participating in meetings. The cost of independent consultants will be billed at the actual daily rate based on the provisions of Education Code section 84041.
- B. All out-of-pocket expenses, including travel, meals, lodging, etc. The District will be invoiced at actual costs, with 50% of the estimated cost due following the completion of the on-site review and the remaining amount due upon acceptance of the final report by the District.

Based on the elements noted in section 2 A, the total cost of the study is not to exceed \$95,000.

- C. Any change to the scope will affect the estimate of total cost.

Payments for FCMAT services are payable to Kern County Superintendent of Schools - Administrative Agent.

5. RESPONSIBILITIES OF THE DISTRICT

- A. The District will provide office and conference room space while on-site reviews are in progress.
- B. The District will provide the following (if requested):
 - 1. A map of the local area
 - 2. Existing policies, regulations and prior reports addressing the study request
 - 3. Current or proposed organizational charts
 - 4. Current and two (2) prior years' audit reports
 - 5. Any documents requested on a supplemental listing
 - 6. Any documents requested on the supplemental listing should be provided to FCMAT in electronic format.
 - 7. Documents that are only available in hard copy should be scanned by the district and sent to FCMAT in electronic format.
 - 8. All documents should be provided in advance of field work and any delay in the receipt of the requested documentation may affect the start date of the project. Upon approval of the signed study agreement, access will be provided to FCMAT's SharePoint document repository and all requested documents shall be uploaded by the district.
- C. The District Administration will review a preliminary draft copy of the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the Team prior to completion of the final report.

Pursuant to EC 45125.1(c), representatives of FCMAT will have limited contact with pupils. The District shall take appropriate steps to comply with EC 45125.1(c).

6. PROJECT SCHEDULE

The following schedule outlines the planned completion dates for key study milestones:

Facilities Management	October 22-26, 2012
Community/Governance	October 16-17, 2012
Pupil Achievement	October 22-25, 2012
Fiscal Management	October 23-26, 2012
Personnel Management	October 16-17, 2012

7. **CONTACT PERSON**

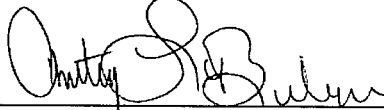
Name of contact person: Daniel Moirao, State Administrator

Telephone: (831) 385-5461 FAX: (831) 385-0695

E-Mail: E-Mail: dmoirao@kingcity.k12.ca.us

Daniel Moirao, State Administrator
South Monterey JUHSD

Date



August 24, 2012

Anthony L. Bridges, CFE
Deputy Executive Officer

Date

Fiscal Crisis and Management Assistance Team

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

SUBJECT: Approval of Contract with Noli-Porter Associates
for Program Improvement Coaching

MEETING: September 12, 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
- 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:

Similar to the training School Board members are receiving and teachers are getting with one-on-one coaching, administrative staff would benefit from professional development and one-on-one coaching to move our schools out of Program Improvement in a more timely manner. Noli-Porter Associates has done work in our district previously and has a proven track record of success in assisting getting schools out of Program Improvement status. Approval of this contract will provide district administration with ongoing professional development and one-on-one coaching.

Recommendation:

It is recommended that the State Administrator approve the contract with Noli-Porter Associates

Fiscal Impact:

This will be funded through unencumbered Title 1 funds that, if not encumbered by Sept. 30, 2012 will be returned to the state.

Submitted By:



Daniel R. Moirao, Ed.D.
State Administrator

Approved:



Daniel R. Moirao Ed.D.
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 Noli-Porter Associates, 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 September 17, 2012 and it terminates June 14, 2013 unless sooner as provided herein.

II. PAYMENT LIMIT

- Consultant shall be compensated at the rate of \$64,000 per total for the life of this contract
- Not to exceed a total of one academic year of service
- Total payment(s) to Consultant, under this contract shall not exceed \$64,000

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.

V. CONSULTANT SERVICE DESCRIPTION

Scope of Work: professional and development for all administrators with particular focus on the achievement of the goals set by the State Administrator. The scope will include building systems and structures that create a culture that focuses on pupil achievement, community relations and fiscal accountability.

VI. CONFIDENTIALITY

In the course of performing consulting services, the parties realize that the Consultant may come in contact with or become familiar with information which may be considered confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than South Monterey County Joint Union High School District, State Administrator.

VII. ASSIGNMENT

This agreement is for personal services to be performed by Consultant and may not be assigned to, sub-let to or performed by any person or persons who are not parties hereto except by employees of Consultant whose names and qualifications have been approved by District.

VIII. 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.

IX. DISTRICT’S RIGHT OF RETENTION

District shall become the owner of and entitled to exclusive possession of all records, documents, files, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District.

X. 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.

XI. SIGNATURES

These signatures attest the parties’ agreement hereto:

CONSULTANT / TITLE

CONTRACT OFFICER OF THE
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.*

Preferred contact information:

CONSULTANT / TITLE (Please Print)

Mailing Address (number, street name, city, state and zip code: Please Print)

Phone number

Cell Phone

Account code: _____

CBO signature _____

Date: _____

Routing:

1. Immediate supervisor
2. CBO, for coding and presentation to Board
3. After Board (State Administrator) approval, CBO for processing

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

SUBJECT: Monthly Cash Flow Report

MEETING: September 12, 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.

Recommendation:

Information only.

Fiscal Impact:

Submitted By:

M. Mendenhall

Approved:

Daniel R. Moirao

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
			JUNE							
A. BEGINNING CASH										
B. RECEIPTS										
	Revenue Limit Sources		394,427.00	524,989.00	(171,953.00)	1,262,726.71	695,118.64	282,655.19	1,143,545.00	207,895.05
	Principal Apportionment		(87,423.00)	(62,026.00)	486,424.00	486,424.00	0.00	0.00	319,024.00	361,560.00
	Property Taxes		0.00	(74,012.00)	42,484.00	5,267.00	21,519.00	2,491,464.00	54,107.00	101,578.00
	Miscellaneous Funds		1,649.00	2,487.00	0.00	0.00	0.00	0.00	0.00	0.00
	Federal Revenue		(37,354.00)	1,371.00	27,860.00	0.00	138,218.40	11,817.30	7,960.00	283,547.40
	Other State Revenue		0.00	18,600.00	138,205.87	211,126.71	245,691.49	176,684.49	544,440.90	75,482.64
	Other Local Revenue		4,538.00	14,430.00	156,575.00	1,250.00	0.00	0.00	1,250.00	156,575.00
	Interfund Transfers In		89,797.00	0.00	1,500,000.00	0.00	0.00	0.00	0.00	0.00
	All Other Financing Sources		(28,793.00)	(99,150.00)	2,351,548.87	704,067.71	405,428.89	2,679,965.79	926,781.90	978,743.04
C. DISBURSEMENTS										
	Certificated Salaries		105,759.00	627,811.00	619,740.84	619,740.94	688,601.04	68,860.10	1,239,481.88	619,740.94
	Classified Salaries		114,495.00	188,470.00	179,671.02	179,671.02	186,012.35	179,671.02	179,671.02	179,671.02
	Employee Benefits		95,444.00	363,904.00	279,173.27	294,682.89	279,173.27	279,173.27	279,173.27	279,173.27
	Books and Supplies		126,377.00	257,229.00	42,969.54	42,969.54	42,969.54	51,563.45	42,969.54	51,563.45
	Services		0.00	0.00	111,121.99	111,121.99	97,646.74	97,646.74	97,646.74	156,234.79
	Capital Outlay				0.00	0.00	0.00	0.00	0.00	0.00
	Other Outgo			38,148.00	23,489.40	23,489.40	23,489.40	23,489.40	23,489.40	23,489.40
	Interfund Transfers Out									
	All Other Financing Uses		(10,008.00)	(6,339.00)	0.00	0.00	0.00	618,672.00	0.00	0.00
D. TOTAL DISBURSEMENTS										
E. BALANCE SHEET TRANSACTIONS										
Assets										
	Cash Not in Treasury		0.00							
	Accounts Receivable			1,036,195.00	424,297.00					
	Due From Other Funds		919,611.00							
	Stores						500,000.00			675,000.00
	Prepaid Expenditures									
	Other Current Assets									
SUBTOTAL ASSETS										
	Liabilities		0.00	1,036,195.00	424,297.00	0.00	500,000.00	0.00	0.00	675,000.00
	Accounts Payable			164,764.00	85,000.00					
	Due To Other Funds		328,189.00							
	Current Loans									
	Deferred Revenues							500,000.00		
SUBTOTAL LIABILITIES										
	Nonoperating		328,189.00	164,764.00	85,000.00	0.00	0.00	500,000.00	0.00	0.00
	Suspense Clearing		0.00							
TOTAL BALANCE SHEET TRANSACTIONS										
	NET INCREASE/DECREASE		0.00	871,431.00	339,297.00	0.00	500,000.00	(500,000.00)	0.00	675,000.00
F. ENDING CASH (A + E)										
	ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS		130,562.00	(696,942.00)	1,434,679.71	(567,608.07)	(412,463.45)	860,889.81	(935,649.95)	343,870.17
			524,989.00	(171,953.00)	1,262,726.71	695,118.64	282,655.19	1,143,545.00	207,895.05	551,765.22

ESTIMATES THROUGH THE MONTH OF	Object	2012-13 Budget					June	Adjustments	TOTAL	BUDGET
		March	April	May	June	Accruals				
A. BEGINNING CASH	JUNE	551,765.22	5,413.36	497,089.84	119,001.63					
B. RECEIPTS										
Revenue Limit Sources										
Principal Apportionment	8010-8019	361,560.00	361,560.00	361,560.00	361,560.00	1,541,949.00		4,492,172.00		
Property Taxes	8020-8079	93,846.00	1,547,156.00	10,541.00	86,616.00			4,380,566.00		
Miscellaneous Funds	8080-8099	0.00	0.00	0.00	0.00			4,136.00		
Federal Revenue	8100-8299	54,647.25	69,109.40	97,269.00	89,961.00	142,505.85		886,912.60		
Other State Revenue	8300-8599	277,000.00	340,135.90	128,118.75	27,858.24	386,146.41		2,579,491.40		
Other Local Revenue	8600-8799	0.00	100,000.00	157,825.00	22,000.00	57,825.00		672,268.00		
Interfund Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00		1,500,000.00		
All Other Financing Sources	8930-8979	787,053.25	2,417,961.30	755,313.75	587,995.24	2,138,426.26	0.00	89,797.00	0.00	
TOTAL RECEIPTS								14,605,343.00		
C. DISBURSEMENTS										
Certificated Salaries	1000-1999	688,604.04	619,740.94	688,601.04	172,150.26	68,860.10		6,827,692.22		
Classified Salaries	2000-2999	186,012.50	179,671.02	186,012.35	137,395.49	23,251.55		2,099,675.36		
Employee Benefits	3000-3999	294,682.89	279,173.27	294,682.88	124,077.01	15,509.63		3,158,022.93		
Books and Supplies	4000-4999	42,969.54	51,563.45	42,969.54	42,969.54	257,817.29		1,096,900.42		
Services	5000-5999	97,646.74	97,646.74	97,646.74	97,646.74	590,567.52		1,652,573.47		
Capital Outlay	6000-6599	0.00	0.00	0.00	0.00	0.00		406,148.60		
Other Outgo	7000-7499	23,489.40	23,489.40	23,489.40	23,489.40	133,106.60		618,672.00		
Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	0.00		602,325.00	0.00	
All Other Financing Uses	7630-7699	0.00	0.00	0.00	618,672.00				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	16,462,010.00	0.00	
D. BALANCE SHEET TRANSACTIONS										
Assets										
Cash Not in Treasury	9111-9199									
Accounts Receivable	9200-9299	0.00	0.00	0.00	0.00			0.00		
Due From Other Funds	9310							2,380,103.00		
Stores	9320			200,000.00				0.00		
Prepaid Expenditures	9330							1,375,000.00		
Other Current Assets	9340							0.00		
SUBTOTAL ASSETS		0.00	0.00	200,000.00	0.00	0.00	0.00	3,755,103.00		
Liabilities										
Accounts Payable	9500-9599							577,953.00		
Due To Other Funds	9610							0.00		
Current Loans	9640		675,000.00			900,000.00		2,075,000.00		
Deferred Revenues	9650	0.00	675,000.00	0.00	0.00	900,000.00	0.00	2,652,953.00		
SUBTOTAL LIABILITIES		0.00	675,000.00	0.00	0.00	900,000.00	0.00	2,652,953.00		
Nonoperating										
Suspense Clearing	9910							0.00		
TOTAL BALANCE SHEET TRANSACTIONS		0.00	(675,000.00)	200,000.00	0.00	(900,000.00)	0.00	1,102,150.00	0.00	
E. NET INCREASE/DECREASE (B - C + D)		(546,351.86)	491,676.48	(378,088.21)	(628,405.20)	149,313.57	0.00	(754,517.00)	0.00	
F. ENDING CASH (A + E)		5,413.36	497,089.84	119,001.63	(509,403.57)					
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								(360,090.00)		

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

SUBJECT: Monthly Board Report of Revenues
and Expenditures

MEETING: September 12, 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:

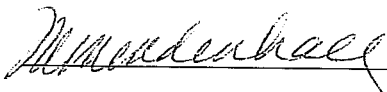
The Board Report of Revenues and Expenditures is provided monthly for the Board's information. The report includes the adopted budget, current working budget and actual activity to date for all funds of the district.

Recommendation:

Information only.

Fiscal Impact:

Submitted By:



Approved:



Daniel R. Moirao Ed. D
State Administrator

Board Report

From 7/1/2012 thru 9/5/2012

Fund: 01 General Fund

	Approved	Working	Expend Current	Year To Date	Encumbered	Unencumbered Balance	%
**** 8000 Totals	\$15,805,069.00	\$16,133,989.00	(\$217,738.08)	(\$217,738.08)	\$0.00	\$16,351,727.08	101.35
**** Total Income & Beginning Balance	\$18,058,042.95	\$18,386,962.95	\$176,689.72	\$176,689.72	\$0.00	\$18,210,273.23	99.04
10000 Teachers' Salaries	\$5,411,772.42	\$5,406,771.76	\$545,218.18	\$545,218.18	\$0.00	\$4,861,553.58	89.92
10010 Substitute Teachers	\$182,000.00	\$182,000.00	\$2,240.80	\$2,240.80	\$0.00	\$179,759.20	98.77
10030 Teachers Salaries - Hourly	\$91,540.00	\$91,540.00	\$5,376.38	\$5,376.38	\$0.00	\$86,163.62	94.13
10060 Teachers Salaries - Stipends	\$28,000.00	\$28,000.00	(\$2,742.03)	(\$2,742.03)	\$0.00	\$30,742.03	109.79
20000 Certificated Pupil Support Salaries	\$263,003.00	\$263,003.00	\$49,387.02	\$49,387.02	\$0.00	\$213,615.98	81.22
30000 Certificated Supervisors' and Administrators' Salaries	\$854,695.00	\$854,695.00	\$117,512.50	\$117,512.50	\$0.00	\$737,182.50	86.25
30030 Certificated Supervisor and Administrator Salaries-Su	\$0.00	\$0.00	\$3,207.52	\$3,207.52	\$0.00	(\$3,207.52)	0.00
30060 Certificated Supervisors and Administrators Salaries-	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	100.00
90020 Other Certificated Salaries - Other	\$36,500.00	\$36,500.00	\$0.00	\$0.00	\$0.00	\$36,500.00	100.00
90030 Other Certificated Salaries - Hourly	\$2,000.00	\$2,000.00	\$12,770.00	\$12,770.00	\$0.00	(\$10,770.00)	(538.50)
90060 Other Certificated Salaries - Stipend	\$12,000.00	\$12,000.00	\$600.00	\$600.00	\$0.00	\$11,400.00	95.00
**** 1000 Totals	\$6,886,010.42	\$6,881,009.76	\$733,570.37	\$733,570.37	\$0.00	\$6,147,439.39	89.34
10000 Instructional Aides' Salaries	\$246,037.20	\$246,037.20	\$30,930.94	\$30,930.94	\$0.00	\$215,106.26	87.43
10010 Instructional Aides- Substitute	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	100.00
10030 Instructional Aides Salaries - Hourly	\$3,000.00	\$3,000.00	\$1,612.17	\$1,612.17	\$0.00	\$1,387.83	46.26
20000 Classified Support Salaries	\$761,819.52	\$761,819.52	\$107,759.56	\$107,759.56	\$0.00	\$654,059.96	85.86
20010 Substitute Classified Support Salaries	\$9,000.00	\$9,000.00	\$4,925.48	\$4,925.48	\$0.00	\$4,074.52	45.27
20030 Classified Support Salaries - Hourly	\$29,110.00	\$29,110.00	\$6,472.50	\$6,472.50	\$0.00	\$22,637.50	77.77
20050 Classified Support Salaries - Overtime	\$34,200.00	\$34,200.00	\$4,296.28	\$4,296.28	\$0.00	\$29,903.72	87.44
30000 Classified Supervisors' and Administrators' Salaries	\$489,339.00	\$489,339.00	\$81,263.48	\$81,263.48	\$0.00	\$408,075.52	83.39
40000 Clerical & Office Salaries	\$406,771.00	\$406,771.00	\$59,109.70	\$59,109.70	\$0.00	\$347,661.30	85.47
40030 Clerical and Office Salaries - Hourly	\$2,000.00	\$2,000.00	\$3,096.44	\$3,096.44	\$0.00	(\$1,096.44)	(54.82)

Board Report

From 7/1/2012 thru 9/5/2012

and: 01 General Fund

	Approved	Working	Expended		Encumbered	Unencumbered Balance
			Current	Year To Date		
290020 Other Classified Salaries - Other	\$129,500.00	\$129,500.00	\$3,500.00	\$3,500.00	\$0.00	\$126,000.00
**** 2000 Totals	\$2,113,776.72	\$2,113,776.72	\$302,966.55	\$302,966.55	\$0.00	\$1,810,810.17
810100 State Teachers' Retirement Svstem. certificated	\$571,208.52	\$571,208.52	\$59,183.64	\$59,183.64	\$0.00	\$512,024.88
810160 STRS. certificated. stibend	\$2,769.00	\$2,769.00	\$0.00	\$0.00	\$0.00	\$2,769.00
220200 Public Employees' Retirement Svstem. classifed	\$238,275.00	\$238,275.00	\$31,757.35	\$31,757.35	\$0.00	\$206,517.65
330100 Social Security/Medicare/Alternative. certificated	\$99,768.85	\$99,768.85	\$10,120.58	\$10,120.58	\$0.00	\$89,648.27
330200 Soc Sec/Medicare/Alt Retire. certificated. stibend	\$476.00	\$476.00	\$0.00	\$0.00	\$0.00	\$476.00
330300 Social Security/Medicare/Alternative. classifed	\$174,973.00	\$174,973.00	\$22,394.93	\$22,394.93	\$0.00	\$152,578.07
440100 Health & Welfare Benefits. certificated	\$867,438.75	\$867,438.75	\$203,637.52	\$203,637.52	\$0.00	\$663,801.23
440200 Health & Welfare Benefits. classifed	\$531,522.00	\$531,522.00	\$66,526.00	\$66,526.00	\$0.00	\$464,996.00
50100 State Unemployment Insurance. certificated	\$75,901.42	\$75,901.42	\$7,980.84	\$7,980.84	\$0.00	\$67,920.58
50160 SUI. certificated. stibend	\$248.00	\$248.00	\$0.00	\$0.00	\$0.00	\$248.00
50200 State Unemployment Insurance. classifed	\$27,750.00	\$27,750.00	\$3,220.19	\$3,220.19	\$0.00	\$24,529.81
60100 Worker's Compensation Insurance. certificated	\$146,874.67	\$146,874.67	\$17,750.17	\$17,750.17	\$0.00	\$129,124.50
60160 WC. certificated. stibend	\$803.00	\$803.00	\$0.00	\$0.00	\$0.00	\$803.00
60200 Worker's Compensation Insurance. classifed	\$51,383.00	\$51,383.00	\$7,161.97	\$7,161.97	\$0.00	\$44,221.03
70100 Retiree Benefits. certificated	\$54,096.00	\$54,096.00	\$14,454.21	\$14,454.21	\$0.00	\$39,641.79
70200 Retiree Benefits. classifed	\$69,504.00	\$69,504.00	\$10,336.21	\$10,336.21	\$0.00	\$59,167.79
80200 PERS Reduction. Classifed	\$17,843.00	\$17,843.00	\$4,136.99	\$4,136.99	\$0.00	\$13,706.01
90100 Other Benefits. certificated	\$150,000.00	\$150,000.00	\$688.40	\$688.40	\$0.00	\$149,311.60
**** 3000 Totals	\$3,080,834.21	\$3,080,834.21	\$459,349.00	\$459,349.00	\$0.00	\$2,621,485.21
10000 Approved Textbooks and Core Curricula Materials	\$49,275.00	\$148,316.00	\$24,397.77	\$24,397.77	\$51,806.79	\$72,111.44
						48.62

Board Report

From 7/1/2012 thru 9/5/2012

Fund: 01 General Fund

	Approved	Working	Expended		Encumbered	Unencumbered Balance	%
			Current	Year To Date			
420000 Books and Reference Materials	\$9,855.63	\$13,353.63	\$1,131.49	\$1,131.49	\$1,947.45	\$10,274.69	76.95
430000 Materials and Supplies	\$631,813.24	\$814,388.24	\$37,407.55	\$37,407.55	\$147,427.34	\$629,553.35	77.30
430010 Materials and Supplies - Gasoline/Fuel	\$98,577.00	\$99,096.00	\$191.92	\$191.92	\$94,808.08	\$4,096.00	4.13
430011 Materials and Supplies - Tires	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$5,000.00	\$7,000.00	58.33
440000 Noncapitalized Equipment	\$57,870.00	\$83,158.00	\$25,608.58	\$25,608.58	\$30,198.19	\$27,351.23	32.89
**** 4000 Totals	\$859,390.87	\$1,170,311.87	\$88,737.31	\$88,737.31	\$331,187.85	\$750,386.71	64.12
510000 Contracted Services	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00	100.00
520000 Travel and Conferences	\$59,612.00	\$110,810.00	\$5,088.12	\$5,088.12	\$3,775.00	\$101,946.88	92.00
520010 Travel and Conference - Stipends	\$0.00	\$0.00	\$4,600.00	\$4,600.00	\$0.00	(\$4,600.00)	0.00
30000 Dues and Memberships	\$24,313.00	\$27,313.00	\$2,411.00	\$2,411.00	\$560.00	\$24,342.00	89.12
40000 Insurance	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$0.00	\$11,000.00	100.00
45000 Other Insurance	\$120,000.00	\$120,000.00	\$132,049.00	\$132,049.00	\$0.00	(\$12,049.00)	(10.04)
50010 Gas	\$38,850.00	\$38,850.00	\$770.43	\$770.43	\$38,079.57	\$0.00	0.00
50020 Electricity	\$273,800.00	\$279,300.00	\$32,262.12	\$32,262.12	\$247,037.88	\$0.00	0.00
50030 Water	\$11,750.00	\$14,300.00	\$1,098.78	\$1,098.78	\$13,201.22	\$0.00	0.00
50040 Sewer	\$19,512.00	\$19,450.00	\$735.89	\$735.89	\$18,530.07	\$184.04	0.95
50050 Garbage	\$64,500.00	\$64,641.00	\$6,316.70	\$6,316.70	\$58,323.78	\$0.52	0.00
50070 Pest Control	\$300.00	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	100.00
60010 Maintenance Agreements	\$18,575.00	\$18,575.00	\$0.00	\$0.00	\$0.00	\$18,575.00	100.00
60020 Repairs	\$85,750.00	\$85,426.00	\$539.22	\$539.22	\$17,072.28	\$67,814.50	79.38
60030 Leases and Rentals	\$48,100.00	\$59,758.00	\$4,710.89	\$4,710.89	\$35,238.59	\$19,808.52	33.15
71035 Direct Costs for Transfer of Services - Motor Pool	\$0.00	\$0.00	(\$100.00)	(\$100.00)	\$0.00	\$100.00	0.00
80000 Professional/Consulting Services and Operating Expe	\$861,022.85	\$840,092.85	\$55,242.89	\$55,242.89	\$154,192.77	\$630,657.19	75.07
80010 Prof. Services & Operating Expenses- Leas	\$30,000.00	\$30,264.00	\$20,000.00	\$20,000.00	\$0.00	\$10,264.00	33.91

Board Report

From 7/1/2012 thru 9/5/2012

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fund: 01 General Fund

	Approved	Working	Expended		Encumbered	Unencumbered Balance	%
			Current	Year To Date			
580020 Prof. Services & Operating Expenses - Transportatio	\$800.00	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	100.00
580040 Prof. Services & Operating Expenses - Advertising	\$1,160.00	\$2,059.00	\$1.00	\$1.00	\$899.00	\$1,159.00	56.29
580050 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
580060 Prof Services and Operating Expenses - Fingerprint/	\$2,000.00	\$1,736.00	\$192.00	\$192.00	\$1,108.00	\$436.00	25.12
590010 Communications - Telephone	\$3,300.00	\$5,780.00	\$491.79	\$491.79	\$5,288.21	\$0.00	0.00
590030 Communications - Postage	\$30,010.00	\$30,010.00	\$12,221.21	\$12,221.21	\$16,878.79	\$910.00	3.03
590040 Communications - Cellular Phones	\$12,080.00	\$11,170.00	\$1,785.20	\$1,785.20	\$1,184.80	\$8,200.00	73.41
**** 5000 Totals	\$1,952,934.85	\$2,007,934.85	\$294,869.44	\$294,869.44	\$612,569.96	\$1,100,495.45	54.81
**** 1000 - 5000	\$14,892,947.07	\$15,253,867.41	\$1,879,492.67	\$1,879,492.67	\$943,757.81	\$12,430,616.93	81.49
713000 State Special Schools	\$13,930.00	\$13,930.00	\$0.00	\$0.00	\$0.00	\$13,930.00	100.00
714200 Other Tuition, Excess Costs, and/or Deficits Payment	\$350,000.00	\$350,000.00	\$38,148.73	\$38,148.73	\$0.00	\$311,851.27	89.10
728200 All Other Transfers to County Offices	\$27,560.00	\$27,560.00	\$0.00	\$0.00	\$0.00	\$27,560.00	100.00
731000 Transfers of Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
743800 Debt Service Interest	\$717,344.00	\$717,344.00	\$0.00	\$0.00	\$0.00	\$717,344.00	100.00
743900 Other Debt Service Pavments	\$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	\$38,148.73	\$38,148.73	\$0.00	\$1,590,685.27	97.66
**** 1000 - 7000	\$16,521,781.07	\$16,882,701.41	\$1,917,641.40	\$1,917,641.40	\$943,757.81	\$14,021,302.20	83.05

Board Report

From 7/1/2012 thru 9/5/2012

Fund: 01 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	\$16,133,989.00	(\$217,738.08)	(\$217,738.08)	\$0.00	\$16,351,727.08	101.35
Total: 1000 - 5000	\$14,892,947.07	\$15,253,867.41	\$1,879,492.67	\$1,879,492.67	\$943,757.81	\$12,430,616.93	81.49
Total: 1000 - 6000	\$14,892,947.07	\$15,253,867.41	\$1,879,492.67	\$1,879,492.67	\$943,757.81	\$12,430,616.93	81.49
Total: 1000 - 7000	\$16,521,781.07	\$16,882,701.41	\$1,917,641.40	\$1,917,641.40	\$943,757.81	\$14,021,302.20	83.05
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	\$1,504,261.54	(\$1,740,951.68)	(\$1,740,951.68)	(\$943,757.81)	\$4,188,971.03	278.47

13051

Total Income & Beginning Balance
 Total Expenditures & Ending Balance

\$18,058,042.95	\$18,386,962.95	\$176,689.72	\$176,689.72	\$0.00	\$18,210,273.23	99.04
\$18,058,042.95	\$18,386,962.95	\$176,689.72	\$176,689.72	\$0.00	\$18,210,273.23	99.04

Board Report

From 7/1/2012 thru 9/5/2012

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Requested by mmendenhall

Fund: 09 Charter Schools Fund

	Approved	Working	Expended		Encumbered	Unencumbered
			Current	Year To Date		
**** Total Adjusted Beginning Balance	\$383,086.51	\$734,805.14	\$351,718.63	\$351,718.63	\$0.00	\$383,086.51 52.13
801900 Revenue Limit State Aid - Prior Years	\$0.00	\$0.00	\$468.00	\$468.00	\$0.00	(\$468.00) 0.00
**** 8000 Totals	\$0.00	\$0.00	\$468.00	\$468.00	\$0.00	(\$468.00) 0.00
**** Total Income & Beginning Balance	\$383,086.51	\$734,805.14	\$352,186.63	\$352,186.63	\$0.00	\$382,618.51 52.07
240000 Clerical & Office Salaries	\$0.00	\$0.00	\$770.00	\$770.00	\$0.00	(\$770.00) 0.00
**** 2000 Totals	\$0.00	\$0.00	\$770.00	\$770.00	\$0.00	(\$770.00) 0.00
320200 Public Employees' Retirement System. classified	\$0.00	\$0.00	\$87.91	\$87.91	\$0.00	(\$87.91) 0.00
3330200 Social Security/Medicare/Alternative. classified	\$0.00	\$0.00	\$58.91	\$58.91	\$0.00	(\$58.91) 0.00
3350200 State Unemployment Insurance. classified	\$0.00	\$0.00	\$8.47	\$8.47	\$0.00	(\$8.47) 0.00
6660200 Worker's Compensation Insurance. classified	\$0.00	\$0.00	\$18.84	\$18.84	\$0.00	(\$18.84) 0.00
**** 3000 Totals	\$0.00	\$0.00	\$174.13	\$174.13	\$0.00	(\$174.13) 0.00
**** 1000 - 5000	\$0.00	\$0.00	\$944.13	\$944.13	\$0.00	(\$944.13) 0.00

Board Report

From 7/1/2012 thru 9/5/2012

Fund: 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	\$383,086.51	52.13
Total: Income Current Year	\$0.00	\$0.00	\$468.00	\$468.00	(\$468.00)	0.00
Total: 1000 - 5000	\$0.00	\$0.00	\$944.13	\$944.13	(\$944.13)	0.00
Total: 1000 - 6000	\$0.00	\$0.00	\$944.13	\$944.13	(\$944.13)	0.00
Total: 1000 - 7000	\$0.00	\$0.00	\$944.13	\$944.13	(\$944.13)	0.00
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$383,086.51	\$734,805.14	\$351,242.50	\$351,242.50	\$383,562.64	52.20
Total Income & Beginning Balance	\$383,086.51	\$734,805.14	\$352,186.63	\$352,186.63	\$382,618.51	52.07
Total Expenditures & Ending Balance	\$383,086.51	\$734,805.14	\$352,186.63	\$352,186.63	\$382,618.51	52.07

Board Report

From 7/1/2012 thru 9/5/2012

und: 13 Cafeteria Fund

	Approved	Working	Expended		Encumbered	Unencumbered %
			Current	Year To Date		
**** Total Adjusted Beginning Balance	\$0.00	(\$5,160.04)	(\$5,160.04)	(\$5,160.04)	\$0.00	\$0.00 0.00
822000 Child Nutrition Programs	\$332,000.00	\$332,000.00	\$39,835.28	\$39,835.28	\$0.00	\$292,164.72 88.00
852000 Child Nutrition	\$25,000.00	\$25,000.00	\$3,506.08	\$3,506.08	\$0.00	\$21,493.92 85.98
863400 Food Services Sales	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$0.00	\$65,000.00 100.00
**** 8000 Totals	\$422,000.00	\$422,000.00	\$43,341.36	\$43,341.36	\$0.00	\$378,658.64 89.73
**** Total Income & Beginning Balance	\$422,000.00	\$416,839.96	\$38,181.32	\$38,181.32	\$0.00	\$378,658.64 90.84
221000 Classified Support Salaries	\$75,000.00	\$75,000.00	\$5,008.29	\$5,008.29	\$0.00	\$69,991.71 93.32
223000 Classified Supervisors' and Administrators' Salaries	\$45,886.00	\$45,886.00	\$7,609.14	\$7,609.14	\$0.00	\$38,276.86 83.42
**** 2000 Totals	\$120,886.00	\$120,886.00	\$12,617.43	\$12,617.43	\$0.00	\$108,268.57 89.56
320200 Public Employees' Retirement System. classified	\$7,150.00	\$7,150.00	\$972.98	\$972.98	\$0.00	\$6,177.02 86.39
3330200 Social Security/Medicare/Alternative. classified	\$9,300.00	\$9,300.00	\$965.23	\$965.23	\$0.00	\$8,334.77 89.62
340200 Health & Welfare Benefits. classified	\$9,100.00	\$9,100.00	\$957.55	\$957.55	\$0.00	\$8,142.45 89.48
350200 State Unemployment Insurance. classified	\$1,950.00	\$1,950.00	\$138.80	\$138.80	\$0.00	\$1,811.20 92.88
660200 Worker's Compensation Insurance. classified	\$2,950.00	\$2,950.00	\$308.69	\$308.69	\$0.00	\$2,641.31 89.54
**** 3000 Totals	\$30,450.00	\$30,450.00	\$3,343.25	\$3,343.25	\$0.00	\$27,106.75 89.02
430000 Materials and Supplies	\$2,700.00	\$2,367.00	\$0.00	\$0.00	\$0.00	\$2,367.00 100.00
470000 Food	\$261,764.00	\$261,764.00	\$0.00	\$0.00	\$261,750.00	\$14.00 0.01
**** 4000 Totals	\$264,464.00	\$264,131.00	\$0.00	\$0.00	\$261,750.00	\$2,381.00 0.90
520000 Travel and Conferences	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00 100.00
660000 Rentals, Leases and Repairs	\$500.00	\$833.00	\$832.97	\$832.97	\$0.00	\$0.00 0.00

Board Report

From 7/1/2012 thru 9/5/2012

9/5/2012 12:36:53PM

Fund: 13 Cafeteria Fund

	Approved	Working	Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
580000 Professional/Consulting Services and Operating Expe	\$4,500.00	\$4,500.00	\$81.04	\$81.04	\$2,099.29	\$2,319.67	51.55
**** 5000 Totals	\$6,200.00	\$6,533.00	\$914.01	\$914.01	\$2,099.29	\$3,519.70	53.88
**** 1000 - 5000	\$422,000.00	\$422,000.00	\$16,874.69	\$16,874.69	\$263,849.29	\$141,276.02	33.48

Board Report

From 7/1/2012 thru 9/5/2012

Fund: 13 Cafeteria Fund

	Approved	Working	Expended		Encumbered	Unencumbered
			Current	Year To Date		
Total: Beginning Balance	\$0.00	(\$5,160.04)	(\$5,160.04)		\$0.00	0.00
Total: Income Current Year	\$422,000.00	\$422,000.00	\$43,341.36	\$43,341.36	\$378,658.64	89.73
Total: 1000 - 5000	\$422,000.00	\$422,000.00	\$16,874.69	\$16,874.69	\$141,276.02	33.48
Total: 1000 - 6000	\$422,000.00	\$422,000.00	\$16,874.69	\$16,874.69	\$141,276.02	33.48
Total: 1000 - 7000	\$422,000.00	\$422,000.00	\$16,874.69	\$16,874.69	\$141,276.02	33.48
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$0.00	(\$5,160.04)	\$21,306.63	\$21,306.63	\$237,382.62	1,600.44
Total Income & Beginning Balance	\$422,000.00	\$416,839.96	\$38,181.32	\$38,181.32	\$378,658.64	90.84
Total Expenditures & Ending Balance	\$422,000.00	\$416,839.96	\$38,181.32	\$38,181.32	\$378,658.64	90.84

Board Report

From 7/1/2012 thru 9/5/2012

Fund: 14 Deferred Maintenance Fund

	Approved	Working	Expended Current	Year To Date	Encumbered	Unencumbered Balance	%
**** Total Adjusted Beginning Balance	\$562.67	\$3,249.87	\$2,687.20	\$2,687.20	\$0.00	\$562.67	17.32
869900 All Other Local Revenues	\$0.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	100.00
**** 8000 Totals	\$0.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	100.00
**** Total Income & Beginning Balance	\$562.67	\$38,249.87	\$2,687.20	\$2,687.20	\$0.00	\$35,562.67	92.97
560020 Repairs	\$0.00	\$35,000.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00	0.00
**** 5000 Totals	\$0.00	\$35,000.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00	0.00
**** 1000 - 5000	\$0.00	\$35,000.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00	0.00

Board Report

From 7/1/2012 thru 9/5/2012

Fund: 14 Deferred Maintenance Fund

	Approved	Working	Expended		Encumbered	Unencumbered Balance	%
			Current	Year To Date			
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	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	100.00
Total: 1000 - 5000	\$0.00	\$35,000.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00	0.00
Total: 1000 - 6000	\$0.00	\$35,000.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00	0.00
Total: 1000 - 7000	\$0.00	\$35,000.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00	0.00
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$562.67	\$3,249.87	(\$32,312.80)	(\$32,312.80)	\$0.00	\$35,562.67	1,094.55
Total Income & Beginning Balance	\$562.67	\$38,249.87	\$2,687.20	\$2,687.20	\$0.00	\$35,562.67	92.97
Total Expenditures & Ending Balance	\$562.67	\$38,249.87	\$2,687.20	\$2,687.20	\$0.00	\$35,562.67	92.97

Board Report

From 7/1/2012 thru 9/5/2012

Fund: 17 Special Reserve Fund for Other than

	Approved	Working	Expended		Encumbered	Unencumbered
			Current	Year To Date		
**** 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>	<u>\$0.00</u>	<u>\$7,759,205.38</u> 75.61
	\$7,759,205.38	\$10,262,570.38	\$2,503,365.00	\$2,503,365.00	\$0.00	\$7,759,205.38 75.61
761200 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>	<u>\$0.00</u>	<u>\$1,500,000.00</u> 100.00
**** 1000 - 7000	<u>\$1,500,000.00</u>	<u>\$1,500,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,500,000.00</u> 100.00

Board Report

From 7/1/2012 thru 9/5/2012

9/5/2012 12:36:53PM

und: 17 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
- 314 -							
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 9/5/2012

Fund: 25 Capital Facilities Fund

	Approved	Working	Expended Current	Year To Date	Encumbered	Unencumbered Balance	%
**** Total Adjusted Beginning Balance	\$407,847.12	\$868,376.24	\$460,529.12	\$460,529.12	\$0.00	\$407,847.12	46.97
868100 Mitigation/Developer Fees	\$5,000.00	\$5,000.00	(\$2,632.70)	(\$2,632.70)	\$0.00	\$7,632.70	152.65
869900 All Other Local Revenues	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	100.00
**** 8000 Totals	\$7,000.00	\$7,000.00	(\$2,632.70)	(\$2,632.70)	\$0.00	\$9,632.70	137.61
**** Total Income & Beginning Balance	\$414,847.12	\$875,376.24	\$457,896.42	\$457,896.42	\$0.00	\$417,479.82	47.69
74110 Debt Service Interest	\$23,694.00	\$23,694.00	\$0.00	\$0.00	\$0.00	\$23,694.00	100.00
74110 Other Debt Service Payments	\$80,979.00	\$80,979.00	\$0.00	\$0.00	\$0.00	\$80,979.00	100.00
**** 7000 Totals	\$104,673.00	\$104,673.00	\$0.00	\$0.00	\$0.00	\$104,673.00	100.00
**** 1000 - 7000	\$104,673.00	\$104,673.00	\$0.00	\$0.00	\$0.00	\$104,673.00	100.00

Board Report

From 7/1/2012 thru 9/5/2012

9/5/2012 12:36:53PM

Fund: 25 Capital Facilities Fund

	Approved	Working	Expended		Encumbered	Unencumbered Balance	%
			Current	Year To Date			
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	(\$2,632.70)	(\$2,632.70)	\$0.00	\$9,632.70	137.61
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	\$457,896.42	\$457,896.42	\$0.00	\$312,806.82	40.59
Total Income & Beginning Balance	\$414,847.12	\$875,376.24	\$457,896.42	\$457,896.42	\$0.00	\$417,479.82	47.69
Total Expenditures & Ending Balance	\$414,847.12	\$875,376.24	\$457,896.42	\$457,896.42	\$0.00	\$417,479.82	47.69

Board Report

From 7/1/2012 thru 9/5/2012

und: 35 School Facility Program (Regular)

	Approved	Working	Expended		Encumbered	Unencumbered Balance	%
			Current	Year To Date			
**** Total Adjusted 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
866000 Interest	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	100.00
**** 8000 Totals	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	100.00
**** 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
880000 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	\$50,000.00	\$50,000.00	\$2,550.00	\$2,550.00	\$12,650.00	\$34,800.00	69.60
**** 1000 - 5000	\$50,000.00	\$50,000.00	\$2,550.00	\$2,550.00	\$12,650.00	\$34,800.00	69.60
520000 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	\$2,607,967.00	\$2,607,967.00	\$10,700.00	\$10,700.00	\$42,800.00	\$2,554,467.00	97.95
**** 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

Board Report

From 7/1/2012 thru 9/5/2012

Fund: 35 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 9/5/2012

und: 51 Bond Interest and Redemption Fund

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

Board Report

From 7/1/2012 thru 9/5/2012

Fund: 51 Bond Interest and Redemption Fund

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

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

SUBJECT: Board Policies – First Reading

MEETING: September 12, 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 8 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:



Daniel R. Moirao, Ed.D.
State Administrator

Approved:



Daniel R. Moirao Ed.D.
State Administrator

BP 5131 Students

Conduct

***Note: The following optional policy may be revised to reflect district practice. ***

The Governing Board believes that all students have the right to be educated in a positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or using district transportation.

(cf. 0450 - Comprehensive Safety Plan)
 (cf. 5131.1 - Bus Conduct)
 (cf. 5137 - Positive School Climate)
 (cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall ensure that each school develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats

(cf. 5131.7 - Weapons and Dangerous Instruments)
 (cf. 5142 - Safety)

~~***Note: Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes of 2011), requires the Governing Board to adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics and requires school personnel who witness such acts to take immediate steps to intervene when safe to do so; see BP 5131.2 - Bullying, BP 5145.3 - Nondiscrimination/Harassment, and BP/AR 5145.7 - Sexual Harassment. In addition, AB 1156 (Ch. 732, Statutes of 2011) amended Education Code 32282 to encourage comprehensive safety plans to include policies and procedures aimed at the prevention of bullying; see BP 0450 - Comprehensive Safety Plan. ***~~

2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption

- (cf. 5131.2 - Bullying)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)
- (cf. 5145.9 - Hate-Motivated Behavior)

3. Conduct that disrupts the orderly classroom or school environment

(cf. 5131.4 - Student Disturbances)

4. Damage to or theft of property belonging to students, staff, or the district

(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5131.5 - Vandalism and Graffiti)

The district shall not be responsible for students' personal belongings which are brought on campus or to a school activity and are lost, stolen, or damaged.

5. Obscene acts or use of profane, vulgar, or abusive language

(cf. 5145.2 - Freedom of Speech/Expression)

6. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited drugs

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)

***Note: Penal Code 417.27 prohibits students from possessing laser pointers on school premises, unless the pointer is used for valid instructional or other school-related purpose, as provided in item #8 below. Penal Code 417.25 states that aiming or pointing a laser scope (i.e., a portable device capable of projecting a laser light on objects at a distance) at another person in a threatening manner, whether or not the laser scope is attached to a firearm, may be a misdemeanor if intended to cause a person fear of bodily harm. ***

7. Possession or use of a laser pointer, unless for a valid instructional or other school-related purpose (Penal Code 417.27)

Prior to bringing a laser pointer on school premises for a valid instructional or school-related purpose, a student shall obtain permission from the principal or designee.

***Note: Pursuant to Education Code 48901.5, the district may regulate the use of electronic signaling devices that operate through the transmission or receipt of radio waves. Districts that choose to prohibit all possession of such devices on campus should revise item #9 accordingly; however, student use of such devices may not be prohibited if essential for a student's health. ***

8. Use of a cellular/digital telephone, pager, or other mobile communications device during instructional time

Such devices shall be turned off in class, except when being used for a valid instructional or other school-related purpose as determined by the teacher or other district employee, and at any other time directed by a district employee. Any device with camera, video, or voice recording function shall not be used in any manner which infringes on the privacy rights of any other person.

No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to purposes related to the student's health. (Education Code 48901.5)

9. Plagiarism or dishonesty on school work or tests

(cf. 5131.9 - Academic Honesty)
 (cf. 6162.54 - Test Integrity/Test Preparation)
 (cf. 6162.6 - Use of Copyrighted Materials)

10. Inappropriate attire

(cf. 5132 - Dress and Grooming)

11. Tardiness or unexcused absence from school

(cf. 5113 - Absences and Excuses)
 (cf. 5113.1 - Chronic Absence and Truancy)

12. Failure to remain on school premises in accordance with school rules

(cf. 5112.5 - Open/Closed Campus)

Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or receive a report of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or an administrator for further investigation.

~~***Note: When school officials want to search a student or his/her belongings (e.g., backpack, purse, cell phone, computer) as part of an investigation of suspected student misconduct, the legality of the search will depend on whether the search is "reasonable" (New Jersey v. T.L.O.); see BP/AR 5145.12 Search and Seizure. The "reasonableness" of a search depends on (1) whether there is individualized suspicion that the search will turn up evidence of a student's violation of the law or school rules and (2) whether the search is reasonably related to the objectives of the search and not excessively intrusive in light of the student's age, gender, and/or the nature of the infraction. It is recommended that the district consult with legal counsel as~~

appropriate. ***

~~When a school official suspects that a search of a student or his/her belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 – Search and Seizure.~~

(cf. 5145.12 - Search and Seizure)

When a student uses any prohibited device, or uses a permitted device in any unethical or illegal activity, a district employee may confiscate the device. The employee shall store the item in a secure manner until an appropriate time.

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

(cf. 1020 - Youth Services)

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

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5127 - Graduation Ceremonies and Activities)

(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. 6020 - Parent Involvement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

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

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

~~***Note: The following optional paragraph addresses students' off campus conduct during nonschool hours; also see BP 5145.2 – Freedom of Speech/Expression. In general, the courts have upheld districts' discipline of students for off campus conduct that posed a threat to the safety of other students, staff, or school property or presented a risk of substantial disruption of school activities, provided that the district was able to document the impact or disruption that the conduct had, or could be expected to have, on school activities. In addition, courts have analyzed the reasonableness of the district's policy and whether the disciplinary action taken by the district was in proportion to the student's misbehavior. In adopting policy related to off campus conduct, districts should consult with legal counsel to ensure that the policy does not violate students' First Amendment rights to freedom of speech or expression.***~~

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32280-32289 Comprehensive safety plan

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules

44807 Duty concerning conduct of students

48900-48925 Suspension and expulsion

51512 Prohibition against electronic listening or recording device in classroom without permission

CIVIL CODE

1714.1 Liability of parents and guardians for willful misconduct of minor

PENAL CODE

288.2 Harmful matter with intent to seduce

313 Harmful matter

417.25-417.27 Laser scope or laser pointer

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

653.2 Electronic communication devices, threats to safety

VEHICLE CODE

23123-23124 Prohibitions against use of electronic devices while driving

CODE OF REGULATIONS, TITLE 5

300-307 Duties of students

UNITED STATES CODE, TITLE 42

2000h-2000h6 Title IX, 1972 Education Act Amendments

COURT DECISIONS

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

LaVine v. Blaine School District, (2000, 9th Cir.) 257 F.3d 981

Emmett v. Kent School District No. 415, (2000) 92 F.Supp. 1088

Bethel School District No. 403 v. Fraser, (1986) 478 U.S. 675

New Jersey v. T.L.O., (1985) 469 U.S. 325

Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503

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

Bullying at School, 2003

WEB SITES

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

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: <http://www.ed.gov>

(11/08 3/10) 3/12

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: September 12, 2012

Adopted:

King City, CA

BP 5131.2 Students

Bullying

~~***Note: The following optional policy may be revised to reflect district practice.***~~

~~***Note: Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes of 2011), requires the Governing Board to adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics; see BP 5145.3 Nondiscrimination/Harassment for language fulfilling this mandate. In addition, AB 1156 (Ch. 732, Statutes of 2011) amended Education Code 32282 to encourage comprehensive safety plans to include policies and procedures aimed at the prevention of bullying; see BP 0420 Comprehensive Safety Plan.***~~

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)

~~***Note: Pursuant to Education Code 32261 and 48900.2-48900.4, the definition of "bullying" for purposes of establishing grounds for suspension or expulsion includes bullying via an electronic act. AB 746 (Ch. 72, Statutes of 2011) amended Education Code 32261 to expand the definition of bullying committed by means of an electronic act to include posting of messages on social media networks; see AR 5144.1 Suspension and Expulsion/Due Process.***~~

~~***Note: In addition, Penal Code 653.2 makes it a crime for a person to distribute personal identity information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of his/her family (e.g., placing a person's picture or address online so that he/she receives harassing messages). Penal Code 288.2 makes it a crime to send a message to a minor if the message contains matter that is sexual in nature with the intent of seducing the minor (i.e., sexting).***~~

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)

~~***Note: California content standards related to student education about bullying and violence prevention (e.g., recognizing the characteristics of bullying, examining the effects of bullying on others, demonstrating what to say and do when witnessing bullying) are addressed within the health education content standards adopted by the State Board of Education.***~~

~~***Note: 47 USC 254 requires districts that receive e-rate discounts to adopt a policy which addresses educating students about appropriate online behavior, including the interaction with other individuals on social networking web sites and in chat rooms, as well as providing information about cyberbullying awareness and response. See BP 6163.4 Student Use of Technology for language implementing this mandate.***~~

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.

~~***Note: Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes of 2011), requires the district to adopt a process requiring school personnel who witness acts of discrimination, harassment, intimidation, or bullying to take immediate steps to intervene when safe to do so; also see BP 5145.3 Nondiscrimination/Harassment.***~~

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

~~***Note: Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes of 2011), requires districts to adopt a process for receiving and investigating complaints of discrimination, harassment, intimidation, and bullying which includes timelines applicable to all district schools, an appeal process, and translation of complaint forms pursuant to Education Code 48985. The following optional paragraph provides that complaints regarding bullying will be investigated using the district's grievance procedure for investigation of sexual harassment pursuant to AR 5145.7 Sexual Harassment. Districts that wish to use another procedure should modify the following paragraph accordingly.***~~

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.

~~***Note: Districts have the authority to monitor students' use of the district's Internet system and to conduct individual searches of students' accounts if there is reasonable suspicion that a user has violated district policy or the law; see BP/AR 5145.12 - Search and Seizure and BP/AR 6163.4 - Student Use of Technology.***~~

~~***Note: As noted in the section "Discipline" below, the courts have generally upheld a district's authority to discipline a student for off-campus conduct when that conduct causes, or is foreseeably likely to cause, a substantial disruption of school activities. Thus, in complaints regarding off-campus conduct, districts should document, with specific examples, how the speech significantly disrupted or was likely to significantly disrupt school activities and the targeted student's educational performance.***~~

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

~~***Note: Pursuant to Education Code 32261 and 48900.2-48900.4, "bullying" is a ground for suspension or expulsion in grades 4-12; see AR 5144.1 - Suspension and Expulsion/Due Process.***~~

~~***Note: As noted in the section "Complaints and Investigation" above, the courts have generally upheld discipline for off-campus conduct that posed a threat to the safety of other students, staff, or school property or presented a risk of substantial disruption of school activities, provided that the district was able to document the impact or disruption that the conduct had, or could be expected to have, on school activities (e.g., *Lavine v. Blaine School District*). In addition, courts have analyzed the reasonableness of the district's policy and whether the disciplinary action taken by the district was in proportion to the student's misbehavior. For~~

~~example, the court in J.C. v. Beverly Hills Unified School District found that the district would be able to discipline a student for a video recorded off campus and posted on YouTube, but that the discipline imposed on this particular student was not justified since the district did not present evidence of specific facts that led school officials to predict that the video would cause substantial disruption (e.g., the video was not violent or threatening nor did it lead to any confrontations between the students). When the conduct does not rise to the level of "substantial disruption," the district may implement interventions other than suspension or expulsion to address the bullying. For further information, see CSBA's policy brief Cyberbullying: Policy Considerations for Boards. Also see BP 5131—Conduct and BP 5145.2—Freedom of Speech/Expression.***~~

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

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254 Universal service discounts (e-rate)

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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: September 12, 2012
Adopted: King City, CA

BP 5144.1 Students

Suspension And Expulsion/Due Process

~~***Note: Education Code 35291 requires the Governing Board to prescribe rules and regulations for maintaining discipline in the schools under its jurisdiction. In addition, Education Code 48918 mandates the setting of rules and regulations for student expulsion; see the accompanying administrative regulation. ***~~

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)
(cf. 5144 - Discipline)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be those specified in law and administrative regulation.

~~***Note: The following optional paragraph highlights the importance of ensuring fairness in the dispensing of suspension and/or expulsion to students who violate school rules. The U.S. Department of Education's Office for Civil Rights' (OCR) March 2012 publication, Civil Rights Data Collection Summary, indicates that males, certain ethnic minority students, and students with disabilities are being suspended or expelled at a disproportionately higher rate than other students. ***~~

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, and in accordance with the district's nondiscrimination policies.

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

~~***Note: The following optional paragraph may be revised to reflect district practice. Although the term "zero tolerance" does not appear in law, the federal Gun Free Schools Act (20 USC 7151) requires a district to expel for one year a student who brings a firearm to school without permission. This requirement has commonly been labeled as "zero tolerance." Education Code 48915(e) also requires the mandatory suspension and recommendation for expulsion of students who possess, sell, or furnish a firearm, brandish a knife, sell a controlled substance, commit or attempt to commit a sexual assault or sexual battery, or possess an explosive. See BP/AR 5131.7 - Weapons and Dangerous Instruments. ***~~

~~***Note: The extent to which a district can develop policies mandating a recommendation for expulsion beyond those specified in the Education Code is unclear. In T.H. v. San Diego Unified School District, a district's zero tolerance policy that went beyond the requirements for mandatory recommendation for expulsion in Education Code 48915(c) was upheld because the policy did not interfere with the student's statutory right for due process or conflict with the Education Code. Districts should consult legal counsel as necessary.***~~

Except for single acts of a grave nature or offenses for which suspension or expulsion is required by law, suspension or expulsion shall be used only when the student involved has a history of misconduct and other means of correction have failed to bring about proper conduct or the student's presence causes a continuing danger to himself/herself or others.

To correct the behavior of students who are subject to discipline, the Superintendent or designee, to the extent allowed by law, shall use alternative disciplinary measures that keep students in school during the school day.

Zero Tolerance

The Board supports a zero tolerance approach to serious offenses in accordance with state and federal law. This approach makes the removal of potentially dangerous students from the classroom a top priority and ensures the standardized treatment of all students. Staff shall immediately report to the Superintendent or designee any incidence of offenses specified in law, Board policy, and/or administrative regulation as cause for suspension or expulsion.

- (cf. 1020 - Youth Services)
- (cf. 5138 - Conflict Resolution/Peer Mediation)
- (cf. 6142.4 - Service Learning/Community Service Classes)
- (cf. 6164.2 - Guidance/Counseling Services)
- (cf. 6164.5 - Student Success Teams)

~~***Note: The following optional paragraph reflects the Legislature's intent, expressed in Education Code 48900, concerning disciplinary actions against truant, tardy, or absent students.***~~

Alternatives to suspension or expulsion also shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.

- (cf. 5113 - Absences and Excuses)
- (cf. 5113.1 - Chronic Absence and Truancy)

~~***Note: The following paragraph is optional.***~~

Suspended or expelled students shall be denied the privilege of participation in all extracurricular activities during the period of suspension or expulsion.

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5)

(cf. 5119 - Students Expelled from Other Districts)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))

Removal from Class by a Teacher and Parental Attendance

~~***Note: The following section is for use by any district that chooses to require parents/guardians to attend a portion of the school day when their child is removed from class for specified behaviors, as authorized by Education Code 48900.1. For any such district, the Board is required to include the components specified in this section. Districts that do not require parental attendance should delete this section. ***~~

When suspending a student from class for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying valid staff authority, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)

Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and his/her parents/guardians and to improve classroom behavior.

Before requiring parental attendance, the teacher shall make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the parent/guardian about available resources and parent education opportunities. Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and the parent/guardian and to improve classroom behavior.

Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)

When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law. (Education Code 48900.1)

~~***Note: Education Code 48900.1 mandates that the district's policy include procedures to ensure that parents/guardians who attend school meet with the principal or designee after completing the classroom visitation and before leaving the school. ***~~

A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)

~~***Note: Education Code 48900.1 mandates that the district's policy include procedures for contacting parents/guardians who do not respond to the request to attend. The following paragraph may be revised to reflect district practice. ***~~

When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by telephone, mail, or other means that maintains the confidentiality of the student's records.

(cf. 5125 - Student Records)

District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)

(cf. 5145.6 - Parental Notifications)

Supervised Suspension Classroom

~~***Note: As an alternative to off-campus suspension, Education Code 48911.1 authorizes a supervised suspension classroom program for students who pose no imminent danger to anyone at school and who have not been recommended for expulsion, as specified below. Education Code 48911.2 states that if the number of students suspended during the prior year exceeds 30 percent of the school's enrollment, the district should consider implementing this program and/or another program of on-campus progressive discipline. ***~~

~~***Note: The following optional section is for use by districts implementing a supervised suspension classroom program; such districts may continue to claim apportionments for students so assigned, provided they meet specific criteria which are set forth under "Supervised Suspension Classroom" in the accompanying administrative regulation. ***~~

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised classroom suspension program which meets the requirements of law. The use of such alternatives does not preclude off-campus suspensions.

Decision Not to Enforce Expulsion Order

~~***Note: Pursuant to Education Code 48917, the Board may decide to suspend the enforcement of an order for expulsion if a student satisfies specific conditions. See the accompanying administrative regulation for criteria. In addition, the Attorney General opined in 80 Ops. Cal. Atty. Gen. 85 (1997) that a board may suspend the enforcement of an expulsion even in those cases where the student has committed an offense for which expulsion must be ordered by law. Legal counsel should be consulted as appropriate. ***~~

~~***Note: Option 1 below is for use by boards that choose not to suspend the enforcement of an order for expulsion in cases where the student has committed an offense for which expulsion is mandatory pursuant to Education Code 48915(c). Option 2 is for use by boards that, on a case-by-case basis, may determine that an order for expulsion be suspended for any type of offense. ***~~

OPTION 1: In cases where expulsion is mandatory pursuant to Education Code 48915(c), the enforcement of an expulsion order shall not be suspended by the Board. In all other cases of expulsion, the order for expulsion may be suspended by the Board, on case-by-case basis, pursuant to the requirements of law and administrative regulation.

~~OPTION 2: On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law and administrative regulation.~~

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

1981 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35146 Closed sessions (re suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48660-48667 Community day schools

48900-48927 Suspension and expulsion

48950 Speech and other communication

49073-49079 Privacy of student records

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors or stun guns

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

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921 Definitions, firearm

UNITED STATES CODE, TITLE 20

7151 Gun free schools

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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/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Drug-Free Schools:

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

(11/01 11/04) 3/12

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: September 12, 2012

Adopted:

King City, CA

AR 5144.1 Students

Suspension And Expulsion/Due Process

~~***Note: Education Code 35291 requires the Governing Board to adopt rules and regulations for maintaining discipline in the schools under its jurisdiction. In addition, Education Code 48918 and 48918.5 mandate rules concerning the due process rights of students in expulsion situations, and Education Code 48916 mandates procedures for filing and processing requests for readmission. Specific language complying with these mandates is included throughout this administrative regulation.***~~

Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level.
2. Referral to a certificated employee designated by the principal to advise students.
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(u))

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion

Any student, including a student with disabilities, may be subject to suspension or expulsion when it is determined that he/she:

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

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense. (Education Code 48900(a))

~~***Note: Education Code 48900 allows for the suspension, but not expulsion, of a student who "aids or abets," as defined in Penal Code 31, the infliction or attempted infliction of physical injury to another person. However, a student may be suspended or expelled if a juvenile court determines that he/she has committed, as an aider or abettor, a crime of physical violence in which the victim suffered either great or serious bodily injury. The term "aiding or abetting," as defined in Penal Code 31, is a complex legal term and requires that, at the time he/she committed the crime, the aider or abettor was aware of the crime and specifically intended to commit the crime. Because of the complexities of criminal law, this issue may be difficult for school administrators to apply in a school setting and legal counsel should be consulted as appropriate.***~~

A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, such a student may be suspended or expelled pursuant to Education Code 48900(a) when he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(t))

~~***Note: The Attorney General, in 80 Ops. Cal. Atty. Gen. 91 (1997), determined that a student may be expelled for "possession" of a firearm if the student knowingly and voluntarily had direct control over the firearm. The only exceptions are when the student has permission from school officials to possess the firearm (pursuant to Education Code 48900 and 48915) or when the~~

~~possession is brief and solely for the purpose of disposing of the firearm, such as handing it to school officials. See BP 5131.7 Weapons and Dangerous Instruments.***~~

~~***Note: Pursuant to Penal Code 417.27, students are prohibited from possessing a laser pointer on school premises, except for a valid instructional or other school related purpose. See BP 5131 - Conduct.***~~

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant. (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))

7. Stole or attempted to steal school property or private property. (Education Code 48900(g))

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))

11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

12. Knowingly received stolen school property or private property. (Education Code 48900(l))

13. Possessed an imitation firearm. (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))

15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))

16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))

17. Engaged in, or attempted to engage in, hazing. (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events.

~~***Note: As amended by AB 1156 (Ch. 732, Statutes of 2011), Education Code 48900(r) defines "bullying" as "any severe or pervasive physical or verbal act or conduct directed toward a student and which would have certain consequences upon a reasonable student.***~~

~~***Note: The legal issues regarding the discipline of students for cyberbullying are complex because the acts often originate off campus (e.g., using a home computer) and because such communications may be protected by the freedom of speech rights of students granted pursuant-~~

~~to Education Code 48907. Generally, courts have upheld discipline against students for off-campus conduct that constituted cyberbullying that posed a threat to the safety of other students, staff, or school property or presented a risk of substantial disruption of school activities. Districts should consult legal counsel as appropriate. See also BP 5131.2 Bullying and BP 5145.2 Freedom of Speech/Expression.***~~

18. Engaged in an act of bullying. (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school.

~~***Note: "Bullying" also would include any act of sexual harassment, hate violence, or harassment, threat, or intimidation (as set forth in Education Code 48900.2, 48900.3, or 48900.4; see items #20-22 below) that is committed by a student of any grade level, when the act results in harm to a reasonable student as specified in the above paragraph. However, when bullying is found under these circumstances, students below grade 4 may not be disciplined for the underlying violations of items #20-22 below, but may only be disciplined for "bullying."***~~

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 (items #20-22 below), that has any of the effects described above on a reasonable student.

~~***Note: Education Code 48900(r), as amended by AB 1732 (Ch. 157, Statutes of 2012), defines "electronic act" to include posts on social network Internet web sites as specified below. However, Education Code 48900(r) provides that an electronic act shall not constitute pervasive conduct solely by reason of its transmission on the Internet.***~~

Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

- (cf. 1114 - District-Sponsored Social Media)
- (cf. 5131.2 - Bullying)
- (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
- (cf. 6164.6 - Identification and Education under Section 504)

19. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

~~***Note: The following additional grounds apply only to students in grades 4-12 and may be revised to reflect grade levels offered by the district. As discussed in item #18 above, although Education Code 48900(r) defines bullying to include acts involving items #20-22, only students in grades 4-12 may be suspended or expelled for the individual acts that constitute sexual harassment, hate violence, and harassment as stated in items #20-22 below. The interplay between items #18 and #20-22 can raise complex legal issues. Districts should consult legal counsel as appropriate.***~~

A student in grades 9-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

20. Committed sexual harassment as defined in Education Code 212.5. (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233. (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

22. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school or within any other school district, at any time, including, but not limited to, the following: (Education Code 48900)

1. While on school grounds
2. While going to or coming from school

(cf. 5131.1 - Bus Conduct)

3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

Removal from Class by a Teacher and Parental Attendance

~~***Note: The following section is optional and may be revised to reflect district practice.***~~

A teacher may remove any student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" above. (Education Code 48910)

When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal. (Education Code 48910)

A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

~~***Note: The remainder of this section is for use by districts that have adopted a policy regarding required parental attendance pursuant to Education Code 48900.1; see the accompanying Board policy.***~~

Pursuant to Board policy, a teacher may require the parent/guardian of a student whom the teacher has removed to attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)

~~***Note: Education Code 48900.1 requires the principal's notice to specify when the parent/guardian must attend the class and to take into account reasonable factors that may prevent the parent/guardian from complying, such as illness, injury, disability, or absence from town. The following paragraph establishes a one week deadline for the parent/guardian's attendance. This deadline may be modified to reflect district practice.***~~

The notice shall specify that the attendance may be on either the date the student is scheduled to return to class or within one week thereafter.

~~***Note: Items #1-3 below are optional and should be modified to reflect district practice.***~~

This notice shall also:

1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date
2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student
3. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1

Suspension by Superintendent, Principal, or Designee

The Superintendent, principal, or designee may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above. A student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)

However, the Superintendent, principal, or designee may impose a suspension upon a first offense if he/she determines that the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48900.5)

In addition, the Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife as defined in Education Code 48915(g)
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possessing an explosive as defined in 18 USC 921

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

Suspensions shall be initiated according to the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

~~***Note: Item #2 below should be revised to reflect district practice as to the processing and reporting of suspensions.***~~

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

4. Parent/Guardian Conference: Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

While the parent/guardian is required to respond without delay to a request for a

conference about his/her child's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911)

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

Suspension by the Board

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

Supervised Suspension Classroom

~~***Note: The following optional section is for use by districts establishing a supervised on-campus suspension program pursuant to Education Code 48911.1. Use of a supervised suspension program does not in any way limit the district's ability to transfer a student to an opportunity school or class or a continuation education school or class.***~~

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school, students, or staff may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. Each student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)

For all other grounds listed above under "Grounds for Suspension and Expulsion," the Board shall order a student expelled upon the recommendation of the Superintendent, principal, or designee, only if the Board makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct

2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

Mandatory Recommendation for Expulsion

Unless the Superintendent, principal, or designee finds that expulsion is inappropriate due to particular circumstances, the Superintendent, principal, or designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

Mandatory Recommendation and Mandatory Expulsion

~~***Note: The Attorney General has determined, in 80 Ops. Cal. Atty. Gen. 347 (1997), that a district may not adopt a zero tolerance policy mandating expulsion of a student for a first offense of possession of a controlled substance or alcohol; see the accompanying Board policy.***~~

~~***Note: The Gun-Free Schools Act, 20 USC 7151, requires districts and county offices of education to submit to the California Department of Education (CDE) assurances of compliance with state and federal laws related to incidents on campus involving the possession of firearms. Item #1 below reflects language that must be submitted to the CDE for compliance. For other such language that must be submitted to the CDE, see sections in this regulation entitled "Final Action by the Board" and "Notifications to Law Enforcement Authorities."***~~

The Superintendent, principal, or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife as defined in Education Code 48915(g) at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058

4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possessing an explosive as defined in 18 USC 921

Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)

Student's Right to Expulsion Hearing

~~***Note: Education Code 48918 mandates that the Board establish rules and regulations governing procedures for the expulsion of students. The timelines of Education Code 48918 must be strictly followed; failure to do so may result in loss of the district's power to act (Garcia v. Los Angeles Board of Education). In calculating timelines, districts should also be aware of the difference between the calculation of "school days" and "calendar days" under Education Code 48918.***~~

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed one of the acts listed under "Grounds for Suspension and Expulsion." (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

~~***Note: The following optional paragraph may be revised to reflect district practice.— "Stipulated expulsion" is for districts that have adopted an expedited procedure which requires a~~

~~student to waive his/her right to a hearing in exchange for an agreement as to the term of the expulsion. Because such waivers are not covered in the Education Code, districts should consult legal counsel as appropriate.***~~

After a determination that one of the grounds listed above under "Grounds for Suspension and Expulsion" has occurred, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion. The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian.

Rights of Complaining Witness

~~***Note: Education Code 48918.5 mandates the following rights related to the treatment of witnesses alleging acts of sexual assault or sexual battery. Other procedures related to complaining witnesses also may be added as desired by the district. Additional mandated procedures related to the rights and treatment of complaining witnesses are included where appropriate throughout this regulation.***~~

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

~~***Note: Education Code 48918 mandates the Board to adopt procedures that include the following items.***~~

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Conduct of Expulsion Hearing

~~***Note: Education Code 48918 mandates the Board to adopt procedures that include the following items***.~~

~~***Note: Instead of the Board conducting an expulsion hearing, it may appoint a hearing officer or an impartial administrative panel to conduct the hearing; see section "Alternative Expulsion Hearing: Hearing Officer or Administrative Panel" below. Even if the district conducts all-~~

~~expulsion hearings in this manner, the requirements of that section must be met.***~~

1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

~~***Note: For the purpose of Board deliberations during the closed session described below, the presence of any person other than the Board members, including the Superintendent, necessitates allowing the presence of the parent/guardian, student, and student's counsel.***~~

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

~~***Note: Education Code 48918 authorizes the Board to issue subpoenas for the personal appearance of percipient witnesses at an expulsion hearing. In Woodbury v. Dempsey, the court held that a district's authority to determine whether to issue subpoenas is discretionary, but a district could not have a blanket policy denying the issuance of subpoenas in all cases.***~~

~~***Note: In accordance with the Code of Civil Procedure 1987, the subpoena must be served at least 10 days before the time required for attendance unless the court prescribes a shorter time. Unless they are parties to the hearing or are district or government employees, witnesses who appear pursuant to a subpoena receive fees equal to those prescribed for witnesses in civil actions in a superior court, and all witnesses other than the parties to the hearing receive mileage; these fees and mileage must be paid by the party requesting the subpoena.***~~

3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal

appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))

~~***Note: Findings of fact made by the Board or a hearing panel must not be based on hearsay alone. "Hearsay" is evidence of an oral or written statement made by a person who is not present at the hearing which is offered to establish a fact as being true. Some exceptions to the hearsay rule exist under the Evidence Code and Education Code; the district should consult legal counsel as appropriate.***~~

Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

~~***Note: Education Code 48918.6 provides that testimony by a student witness at an expulsion hearing is privileged and thus protected from liability for defamation pursuant to Civil Code 47(b).***~~

5. Testimony by Complaining Witnesses: The following procedures shall be observed when

hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - (3) The person conducting the hearing may:
 - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

- (c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

~~***Note: For districts that use a hearing officer or administrative panel, Education Code 48918 mandates the Board to adopt procedures that include the following section.***~~

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue its decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (Education Code 48917, 48918)

Final Action by the Board

~~***Note: Education Code 48918 mandates the Board to adopt procedures that include the following paragraph.***~~

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

~~***Note: The Gun Free Schools Act, 20 USC 7151, requires that the following paragraph be sent to the CDE for assurances of compliance with federal and state law. For other language that must be submitted to the CDE, see section below entitled "Notifications to Law Enforcement Authorities."***~~

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

~~***Note: The following paragraph is optional. Education Code 48916.5 authorizes, but does not mandate, the Board to make the following requirement of certain expelled students.***~~

With parent/guardian consent, students who have been expelled for reasons relating to controlled

substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision Not to Enforce Expulsion Order

~~***Note: Pursuant to Education Code 48917, the Board's criteria for suspending the enforcement of expulsions must be applied uniformly to all students. Items #1-3 below are optional and should be revised to reflect district criteria.***~~

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program

may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)

2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)

3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)

4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)

5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)

6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

~~***Note:—The Gun Free Schools Act, 20 USC 7151, requires that the following two paragraphs be sent to the CDE for assurances of compliance with federal and state law. In addition, Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student or nonstudent possesses a firearm or explosive or sells or furnishes a firearm at school. However, when the student involved in such a case is a student with a disability, Education Code 49076, as amended by AB 143 (Ch. 434, Statutes of 2011), requires any law enforcement authority to which student information is disclosed to certify that those records will not be disclosed to another party without the prior written consent of the student's parent/guardian or other person invested with the student's educational right; see AR 5144.2—Suspension and Expulsion/Due Process (Students with Disabilities). For other language that must be submitted to the CDE, see section above entitled "Final Action by the Board."***~~

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishment of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Post-Expulsion Placements

~~***Note:—Education Code 48915 requires the Board to refer all expelled students to a program of study that is prepared to accommodate students with discipline problems and that is not located at the school the student currently attends or at any regular elementary, middle, junior, or senior high school. However, students expelled for the acts described in Education Code 48900(f) through (r) or Education Code 48900.2, 48900.3, or 48900.4 may be referred to a program of study that is at another elementary, middle, junior, or senior high school if the County Superintendent of Schools certifies that an alternative program is not available at a site away from such a school.***~~

~~***Note:—Education Code 48915.01 states that if the Board has established a community day school pursuant to Education Code 48661 on the same site as an elementary, middle, junior, or senior high school, expelled students may be referred to the community day school at that site.—~~

~~Although Education Code 48663 prohibits the use of independent study in community day schools, Education Code 48916.1 does not in any way restrict the district from offering voluntary alternative placement option for expelled students.***~~

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)
(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for acts described in items #6-13 and #20-22 under "Grounds for Suspension and Expulsion" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

~~***Note:—Education Code 48916 mandates that the Board adopt rules and regulations establishing a procedure for filing and processing requests for readmission and a process for Board review of all expelled students for readmission. —Items #2-4 below should be revised to reflect district practice.***~~

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.

3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record, and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

(cf. 5125 - Student Records)

~~***Note: Education Code 48915.1 requires that, when an expelled student asks to enroll in another district, the receiving district must hold a hearing to determine whether the student poses a danger to its students or staff. The receiving district then may either deny or permit the enrollment. Upon request from another district, the expelling district must provide information about the expulsion within five days.***~~

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

Outcome Data

The Superintendent or designee shall maintain the following data: (Education Code 48900.8, 48916.1)

1. The number of students recommended for expulsion
2. The specific grounds for each recommended expulsion
3. Whether the student was subsequently expelled
4. Whether the expulsion order was suspended
5. The type of referral made after the expulsion
6. The disposition of the student after the end of the expulsion period

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AR 5144.2 Students

Suspension And Expulsion/Due Process (Students With Disabilities)

~~***Note: Education Code 35291 requires the Governing Board to prescribe rules and regulations for maintaining discipline in the schools under its jurisdiction. While many of the required rules and regulations are in BP/AR 5144.1—Suspension and Expulsion/Due Process, the following administrative regulation addresses special procedures required when disciplining students who have been identified for special education and related services. This administrative regulation reflects the federal Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482), implementing federal regulations (34 CFR 300.1-300.818), and conforming state legislation.—Note that in cases where state law provides greater protections to students, state law supersedes federal law. ***~~

~~***Note: Neither state nor federal law requires that these procedures apply to students identified under Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794). However, in some instances, the district may find it appropriate to apply portions of these procedures (e.g., the limitation that a student with a disability may not be suspended for more than 10 consecutive school days) to Section 504 students with a 504 services plan. Districts that wish to apply IDEA procedures to Section 504 students should modify the following regulation accordingly. ***~~

~~***Note: Due to the complexity of the issue, districts should proceed carefully when suspending or expelling special education students and consult legal counsel as appropriate. ***~~

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

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

Suspension

~~***Note: Pursuant to 20 USC 1415(k)(1), 34 CFR 300.530, and a 1988 U.S. Supreme Court decision (Honig v. Doe), districts receiving funds under the IDEA may suspend a student with a disability for no more than 10 consecutive school days, as long as the removal does not constitute a change in placement pursuant to 34 CFR 300.536. Education Code 48903 specifies that a student may not be suspended for more than 20 cumulative school days in a school year. ***~~

~~***Note: The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46715, explains that whether a bus suspension or "in-school suspension" would count as a day of suspension affecting the cumulative total depends on the unique circumstances of each case, such as whether bus transportation is part of the student's individualized education program (IEP).—~~

~~An "in-school suspension" or "supervised suspension classroom" as authorized by Education Code 48911.1 would not count towards the 20-day limit as long as the student is afforded the opportunity to continue to appropriately participate in the general curriculum, receive the services specified in his/her IEP, and participate with nondisabled students to the extent he/she would have in the current placement. The district should be careful that such actions do not constitute a change of placement and should carefully monitor such suspensions. ***~~

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

~~***Note: The following paragraph is optional. ***~~

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

(cf. 6159 - Individualized Education Program)

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under either of the following circumstances: (34 CFR 300.536)

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.
 - c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

~~***Note: Pursuant to 20 USC 1412(a)(1)(A) and 34 CFR 300.530, a "free appropriate public education" (FAPE) must be available to all students, including any student with a disability who has been suspended for more than 10 school days in the same school year. The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46716, clarifies that the district is not required to provide a student who has been suspended for more than 10 school days in a school year for disciplinary reasons exactly the same services in exactly the same setting as the student~~

~~was receiving prior to the imposition of discipline. However, the special education and related services the student does receive must enable him/her to continue to participate in the general curriculum and to progress toward meeting the goals set out in his/her IEP. The Analysis of Comments, 71 Fed. Reg. 156, pg. 46717, clarifies that services need not be provided when a student is removed for 10 school days or less, as long as the district does not provide services to nondisabled students removed for the same amount of time.***~~

If a student's removal is determined to be a change of placement as specified in items #1-2 above, or the student is suspended for more than 10 school days in the same school year, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in his/her IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to him/her or to his/her parent/guardian when he/she is to be excluded from school bus transportation. (Education Code 48915.5)

(cf. 3541.2 - Transportation for Students with Disabilities)

Interim Alternative Educational Placement Due to Dangerous Behavior

~~***Note: 20 USC 1415(k) and 34 CFR 300.530 permit an alternative placement for 45 school days when a student with a disability, while on school grounds, while going to or coming from school, or at a school function, either (1) carries or possesses a weapon, (2) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance, or (3) inflicts serious bodily injury upon another person. "Serious bodily injury" is defined in 18 USC 1365 as bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty. This alternative placement decision may be made unilaterally by the district.***~~

~~***Note: The term "weapon," as used below, refers to a "dangerous weapon" as defined in 18 USC 930 and includes any device which is capable of causing death or serious bodily injury. The term does not include a pocket knife with a blade of less than 2 1/2 inches in length.***~~

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930

2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by his/her IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

~~***Note: For requirements of the procedural safeguards notice, see AR 6159.1 Procedural Safeguards and Complaints for Special Education.***~~

On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from his/her current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Manifestation Determination

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. Notice: On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

(cf. 5145.6 - Parental Notifications)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall

review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

- a. Caused by or had a direct and substantial relationship to the student's disability
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that either of the above conditions applies, the student's conduct shall then be determined to be a manifestation of his/her disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. Determination that Behavior is a Manifestation of the Student's Disability: When the student's conduct has been determined to be a manifestation of his/her disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and Superintendent or designee agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

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

4. Determination that Behavior is Not a Manifestation of the Student's Disability: When it has been determined that the student's conduct was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. However, the student's IEP team shall determine services necessary to enable him/her to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

(cf. 6158 - Independent Study)
(cf. 6185 - Community Day School)

Due Process Appeals

~~***Note: As specified below, 34 CFR 300.532 provides that either the district or the parent/guardian may appeal a placement decision by filing a due process complaint pursuant to 34 CFR 300.507 and 300.508. For details regarding the due process complaint, see BP/AR 6159.1—Procedural Safeguards and Complaints for Special Education. In addition, the district may file a request that the hearing officer order a change of placement to an interim alternative setting for up to 45 days when the hearing officer determines that maintaining the current placement is substantially likely to result in injury to the student or others. ***~~

~~***Note: The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46723, clarifies that the burden of proof in due process hearings is on the party that is responsible for the issue going forward to the due process hearing officer, consistent with the U.S. Supreme Court's decision in Schaffer v. Weast. Thus, if the district has requested that a hearing officer remove a student to an interim alternative educational setting, the burden of persuasion at the hearing is on the district. ***~~

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a due process hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

~~***Note: Pursuant to 34 CFR 300.532, this due process hearing is the same as the impartial due process hearing held for other special education matters, except that the law specifies expedited timelines. For other due process hearing requirements, see BP/AR 6159.1—Procedural Safeguards and Complaints for Special Education. ***~~

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

~~***Note:— There is no state or federal law that requires special procedures for readmission of expelled students with disabilities; however, districts have an ongoing obligation to make FAPE— available to students with disabilities. ***~~

Readmission procedures for students with disabilities shall be the same as those adopted for students without disabilities. Upon readmission of a student with disabilities, an IEP team meeting shall be convened to review and, as necessary, modify the student's IEP.

Decision Not to Enforce Expulsion Order

~~***Note:— For district criteria applicable to all students when the Board is considering whether or not to suspend the enforcement of an expulsion order, see BP 5144.1— Suspension and Expulsion/Due Process. The district should consult legal counsel when considering the suspension of an expulsion order involving a special education student. ***~~

The Governing Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

~~***Note:— Pursuant to 20 USC 1415(k)(6) and 34 CFR 300.535, the district is authorized to report crimes by students with disabilities to law enforcement in accordance with state law. Education Code 48902 provides procedures for these required notifications and Education Code 49076, as amended by AB 143 (Ch. 434, Statutes of 2011), requires any law enforcement authority to which information regarding a student with disabilities is disclosed to certify that those records will not be disclosed to another party without the prior written consent of the student's parent/guardian or other person invested with the student's educational right. See also AR 5144.1— Suspension and Expulsion/Due Process and BP 5131.7— Weapons and Dangerous Instruments. ***~~

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that he/she will not disclose the student's information or records to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

(cf. 5131.7 - Weapons and Dangerous Instruments)

Report to County Superintendent of Schools

~~***Note:— Education Code 48203 requires the Superintendent to report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. Education Code 48203 specifies that it is the duty of the County Superintendent to examine the reports and, if any case exists in which the interest of the student or welfare of the state may need further examination, bring the reports to the attention of the Board and the County Board of Education. ***~~

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA, if the district had knowledge of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian, in writing, has expressed concern to district supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311.

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

3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student.

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed him/her to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that he/she was not an individual with a disability.

When the district is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

Legal Reference:

EDUCATION CODE

- 35146 Closed sessions re: suspensions
- 35291 Rules of governing board
- 48203 Reports of severance of attendance of disabled students
- 48900-48925 Suspension and expulsion
- 49076 Access to student records
- 56000 Special education; legislative findings and declarations
- 56320 Educational needs; requirements
- 56321 Development or revision of individualized education program
- 56329 Independent educational assessment
- 56340-56347 Individualized education program teams
- 56505 State hearing

PENAL CODE

- 245 Assault with deadly weapon
- 626.2 Entry upon campus after written notice of suspension or dismissal without permission
- 626.9 Gun-Free School Zone Act
- 626.10 Dirks, daggers, knives, razors, or stun guns

UNITED STATES CODE, TITLE 18

- 930 Weapons
- 1365 Serious bodily injury

UNITED STATES CODE, TITLE 20

- 1412 State eligibility
- 1415 Procedural safeguards

UNITED STATES CODE, TITLE 21

- 812 Controlled substances

UNITED STATES CODE, TITLE 29

- 706 Definitions
- 794 Rehabilitation Act of 1973, Section 504

CODE OF FEDERAL REGULATIONS, TITLE 34

- 104.35 Evaluation and placement
- 104.36 Procedural safeguards
- 300.1-300.818 Assistance to states for the education of students with disabilities, especially:
- 300.530-300.537 Discipline procedures

COURT DECISIONS

- Schaffer v. Weast, (2005) 546 U.S. 549
- Parents of Student W. v. Puyallup School District, (1994 9th Cir.) 31 F.3d 1489
- M.P. v. Governing Board of Grossmont Union High School District, (1994) 858 F.Supp. 1044
- Honig v. Doe, (1988) 484 U.S. 305

Management Resources:

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs:

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

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

First Reading: September 12, 2012

Adopted:

King City, CA

E 5145.6 Students

Parental Notifications

Cautionary Notice: As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result of this flexibility, the district may choose to temporarily suspend certain provisions of the following policy or administrative regulation that reflect those requirements. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. Thus, districts should examine the terms of those contracts and agreements and consult with district legal counsel for additional guidance. Also see BP 2210 - Administrative Discretion Regarding Board Policy.

Cautionary Notice 2010-13: AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 and Government Code 17581.5 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under those sections. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.

Note: The following exhibit lists notices which the law requires be provided to parents/guardians. Unless otherwise indicated, code numbers below refer to Education Code sections.

I. Annually

When to notify: Beginning of each school year

Education or other legal code: 17612, 48980.3

Board Policy/Administrative Regulation: AR 3514.2

Subject: Use of pesticide product, active ingredients, Internet address to access information

When to notify: Annually by February 1

Education or other legal code: 35256

Board Policy/Administrative Regulation: BP 0510

Subject: School Accountability Report Card provided

When to notify: Beginning of each school year

Education or other legal code: 35291, 48980

Board Policy/Administrative Regulation: AR 5144, AR 5144.1

Subject: District and site discipline rules

When to notify: Beginning of each school year
Education or other legal code: 46010.1
Board Policy/Administrative Regulation: BP 5113
Subject: Absence for confidential medical services

When to notify: Beginning of each school year
Education or other legal code: 48980
Board Policy/Administrative Regulation: BP 6111
Subject: Schedule of minimum days

When to notify: Beginning of each school year
Education or other legal code: 48980, 231.5; 5 CCR 4917
Board Policy/Administrative Regulation: AR 5145.7
Subject: Sexual harassment policy as related to students

When to notify: Beginning of each school year
Education or other legal code: 48980, 32255-32255.6
Board Policy/Administrative Regulation: AR 5145.8
Subject: Right to refrain from harmful or destructive use of animals

When to notify: Beginning of each school year
Education or other legal code: 48980, 35160.5, 46600-46611, 48204
Board Policy/Administrative Regulation: AR 5111.1, AR 5116.1, AR 5117
Subject: All statutory attendance options, available local attendance options, options for meeting residency

When to notify: Beginning of each school year
Education or other legal code: 48980, 46014
Board Policy/Administrative Regulation: BP 5113, AR 5113
Subject: Absence for religious purposes, if Board has adopted resolution allowing such absence

When to notify: Beginning of each school year
Education or other legal code: 48980, 48205
Board Policy/Administrative Regulation: BP 5113, AR 5113, AR 6154
Subject: Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed

When to notify: Beginning of each school year
Education or other legal code: 48980, 48206.3, 48207, 48208
Board Policy/Administrative Regulation: AR 6183
Subject: Availability of home/hospital instruction for students with temporary disabilities

When to notify: Beginning of each school year
Education or other legal code: 48980, 49403
Board Policy/Administrative Regulation: BP 5141.31
Subject: Consent to school immunization program

When to notify: Beginning of each school year
Education or other legal code: 48980, 49423, 49480
Board Policy/Administrative Regulation: AR 5141.21
Subject: Administration of prescribed medication

When to notify: Beginning of each school year
Education or other legal code: 48980, 49451; 20 USC 1232h
Board Policy/Administrative Regulation: AR 5141.3
Subject: Right to refuse consent to physical examination

When to notify: Beginning of each school year
Education or other legal code: 48980, 49472
Board Policy/Administrative Regulation: BP 5143
Subject: Availability of insurance

When to notify: Beginning of each school year
Education or other legal code: 49063
Board Policy/Administrative Regulation: AR 5125, AR 5125.3
Subject: Challenge, review, and expunging of records

When to notify: Beginning of each school year
Education or other legal code: 49063, 49069; 20 USC 1232g; 34 CFR 99.7
Board Policy/Administrative Regulation: AR 5125
Subject: Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability

When to notify: Beginning of each school year

Education or other legal code: 49063, 49073; 20 USC 1232g; 34 CFR 99.37

Board Policy/Administrative Regulation: AR 5125.1

Subject: Release of directory information

When to notify: Beginning of each school year

Education or other legal code: 49520, 48980; 42 USC 1758; 7 CFR 245.5

Board Policy/Administrative Regulation: AR 3553

Subject: Free and reduced price meals

When to notify: Annually

Education or other legal code: 56301

Board Policy/Administrative Regulation: BP 6164.4

Subject: Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment

When to notify: Beginning of each school year

Education or other legal code: 58501, 48980

Board Policy/Administrative Regulation: AR 6181

Subject: Alternative schools

When to notify: Annually

Education or other legal code: Health & Safety Code 104855

Board Policy/Administrative Regulation: AR 5141.6

Subject: Availability of dental fluoride treatment; opportunity to accept or deny treatment

When to notify: Annually

Education or other legal code: 5 CCR 4622

Board Policy/Administrative Regulation: AR 1312.3

Subject: Uniform complaint procedures, available appeals, civil law remedies, and identity of coordinator

When to notify: Beginning of each school year

Education or other legal code: 20 USC 1232h

AR 5022, BP 6162.8

Subject: Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities

When to notify: Beginning of each school year, if district receives Title I funds
Education or other legal code: 20 USC 6311; 34 CFR 200.61
Board Policy/Administrative Regulation: AR 4112.24, AR 4222
Subject: Right to request information re: professional qualifications of child's teacher and paraprofessional

When to notify: Annually, if district schools have been identified for program program improvement or corrective action
Education or other legal code: 20 USC 6316
Board Policy/Administrative Regulation: AR 0520.2
Subject: Availability of supplemental educational services, identity of providers, description of services, qualifications, effectiveness of providers

When to notify: Beginning of each school year
Education or other legal code: 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation: BP 0410, BP 6178
Subject: Nondiscrimination

When to notify: Annually to parent, teacher, and employee organizations or, in their absence, individuals
Education or other legal code: 40 CFR 763.84, 763.93
Board Policy/Administrative Regulation: AR 3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

II. At Specific Times During the Student's Academic Career

When to notify: Beginning in grade 7, at least once prior to course selection and career counseling
Education or other legal code: 221.5, 48980
Board Policy/Administrative Regulation: AR 6164.2
Subject: Course selection and selection and career counseling

When to notify: When child first enrolls in a public school, if the school offers a fingerprinting program
Education or other legal code: 32390, 48980
Board Policy/Administrative Regulation: AR 5142.1
Subject: Fingerprinting program

When to notify: Upon registration in K-6, if students have not previously been transported

Education or other legal code: 39831.5

Board Policy/Administrative Regulation: AR 3543

Subject: School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops

When to notify: Beginning of each school year for high school students, if high school is open campus

Education or other legal code: 44808.5, 48980

Board Policy/Administrative Regulation: AR 5112.5

Subject: students have not previously Open campus

When to notify: Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement

Education or other legal code: 48980, 51225.3

Board Policy/Administrative Regulation: AR 6146.1

Subject: How each high school graduation requirement does or does not satisfy college entrance a-g course criteria; list of district CTE courses that satisfy a-g course criteria

When to notify: Beginning of each school year, for high school students

Education or other legal code: 48980, 52244

Board Policy/Administrative Regulation: AR 6141.5

Subject: Availability of state funds to cover costs of advanced placement exam fees

When to notify: Beginning of each school year in grades 9-12 and when high school student transfers into the district

Education or other legal code: 48980, 60850

Board Policy/Administrative Regulation: AR 6162.52

Subject: Requirement to pass the high school exit exam including: date of exam, requirements for passing, consequences of not passing, and that passing is a condition of graduation

When to notify: When students entering grade 7

Education or other legal code: 49452.7

Board Policy/Administrative Regulation: AR 5141.3

Subject: Specified information on type 2 diabetes

When to notify: When in kindergarten, or first grade if not previously enrolled in public school

Education or other legal code: 49452.8

Board Policy/Administrative Regulation: AR 5141.32

Subject: Requirement for oral health assessment, explanation of law, importance of oral health,

agency contact, privacy rights

When to notify: Beginning of each school year for students in grades 9-12

Education or other legal code: 51229, 48980

Board Policy/Administrative Regulation: AR 6143

Subject: College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors

When to notify: Beginning of each school year for students in grades 7-12

Education or other legal code: 51938, 48980

Board Policy/Administrative Regulation: AR 6142.1

Subject: Explanation of sex and HIV/AIDS instruction; right to view A/V materials, who's teaching, request specific Education Code sections, right to excuse

When to notify: Within 20 working days of receiving results of standardized achievement tests

Education or other legal code: 60641; 5 CCR 863

Board Policy/Administrative Regulation: AR 6162.51

Subject: Results of tests; test purpose, individual score and intended use

~~When to notify: When child is enrolled in kindergarten~~

~~Education or other legal code: Health & Safety Code 124100~~

~~Board Policy/Administrative Regulation: AR 5141.32~~

~~Subject: Health screening examination~~

When to notify: To students in grades 11-12, early enough to enable registration for fall test

Education or other legal code: 5 CCR 11523

Board Policy/Administrative Regulation: AR 6146.2

Subject: Notice of proficiency examination provided under Education Code 48412

When to notify: To secondary students, if district receives Title I funds

Education or other legal code: 20 USC 7908

Board Policy/Administrative Regulation: AR 5125.1

Subject: Notice that parents may request district to not release name, address, phone number of child to military recruiters without prior written consent

III. When Special Circumstances Occur

When to notify: Upon receipt of a complaint alleging discrimination

Education or other legal code: 262.3

Board Policy/Administrative Regulation: AR 1312.3

Subject: Civil law remedies available to complainants

When to notify: When student has been placed in structured English immersion program

Education or other legal code: 310, 5 CCR 11309

Board Policy/Administrative Regulation: AR 6174

Subject: Placement of child in program and opportunity to apply for parental exception waiver

When to notify: When student is identified as English learner and district receives Title III funds, not 440; later than 30 days after beginning of school year

Education or other legal code: 20 USC 7012

Board Policy/Administrative Regulation: AR 6174

Subject: Student's identification for program for English learners; any failure of district to meet annual measurable achievement objectives

When to notify: Before high school student attends specialized secondary program on a university campus

Education or other legal code: 17288

Board Policy/Administrative Regulation: None

Subject: University campus buildings may not meet Education Code requirements for structural safety

When to notify: At least 72 hours before use of pesticide product use of pesticide product not included in annual list

Education or other legal code: 17612

Board Policy/Administrative Regulation: AR 3514.2

Subject: Intended use of pesticide product

When to notify: To members of athletic teams

Education or other legal code: 32221.5

Board Policy/Administrative Regulation: AR 5143

Subject: Offer of insurance; no-cost and low-cost program options

If school has lost its WASC accreditation status

Education or other legal code: 35178.4

Board Policy/Administrative Regulation: BP 6190

Subject: Loss of status, potential consequences

When to notify: At least six months before implementing a schoolwide uniform policy

Education or other legal code: 35183

Board Policy/Administrative Regulation: AR 5132

Subject: Dress code policy requiring schoolwide uniform

When to notify: Beginning of each term, when student has not passed the exit exam by the end of grade 12

Education or other legal code: 37254

AR 6179

Subject: Availability of intensive instruction and services for two consecutive academic years and right to file complaint

When to notify: Before implementing a year-round schedule

Education or other legal code: 37616

Board Policy/Administrative Regulation: BP 6117

Subject: Year-round schedule

When to notify: When interdistrict transfer is requested and not approved or denied within 30 days

Education or other legal code: 46601

Board Policy/Administrative Regulation: AR 5117

Subject: Appeal process

~~When to notify: Before early entry to kindergarten, if offered~~

~~Education or other legal code: 48000~~

~~Board Policy/Administrative Regulation: AR 5111~~

~~Subject: Effects, advantages and disadvantages of early entry~~

When to notify: When student identified as being at risk of retention

Education or other legal code: 48070.5

Board Policy/Administrative Regulation: AR 5123

Subject: Student at risk of retention

When to notify: When student excluded due to quarantine, contagious or infectious disease, danger to safety or health

Education or other legal code: 48213
Board Policy/Administrative Regulation: AR 5112.2, BP 5141.33
Subject: Student has been excluded from school

When to notify: Before student is excluded for lack of immunization
Education or other legal code: 48216
Board Policy/Administrative Regulation: AR 5141.31
Subject: Two weeks to submit evidence of immunization or exemption; referral to medical care

When to notify: When a student is classified a truant
Education or other legal code: 48260.5, 48262
Board Policy/Administrative Regulation: AR 5113.1
Subject: Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

When to notify: When a truant is referred to a SARB or probation department
Education or other legal code: 48263
Board Policy/Administrative Regulation: AR 5113.1
Subject: Name and address of SARB or probation department and reason for referral

When to notify: When a school is identified on the state's Open Enrollment List
Education or other legal code: 48354; 5 CCR 4702
Board Policy/Administrative Regulation: AR 5118
Subject: Student's option to transfer to another school

When to notify: Within 60 days of receiving application for transfer out of open enrollment school
Education or other legal code: 48357; 5 CCR 4702
Board Policy/Administrative Regulation: AR 5118
Subject: Whether student's transfer application is accepted or rejected; reasons for rejection

When to notify: Prior to involuntary transfer prior to continuation school
Education or other legal code: 48432.5
Board Policy/Administrative Regulation: AR 6184
Subject: Right to require meeting to involuntary transfer to continuation school

When to notify: When student is removed from class and teacher requires parental attendance at

school

Education or other legal code: 48900.1

Board Policy/Administrative Regulation: BP 5144.1, AR 5144.1

Subject: Parental attendance required; timeline for attendance

When to notify: Prior to withholding grades, diplomas, or transcripts

Education or other legal code: 48904

Board Policy/Administrative Regulation: AR 5125.2

Subject: Damaged school property

When to notify: When withholding grades, diplomas or transcripts from transferring student

Education or other legal code: 48904.3

Board Policy/Administrative Regulation: AR 5125.2

Subject: Next school will continue withholding grades, diplomas, or transcripts

When to notify: When student is released to peace officer

Education or other legal code: 48906

Board Policy/Administrative Regulation: BP 5145.11

Subject: Release of student to peace officer

When to notify: At time of suspension

Education or other legal code: 48911

Board Policy/Administrative Regulation: BP 5144.1, AR 5144.1

Subject: Notice of suspension

When to notify: When original period of suspension is extended

Education or other legal code: 48911

Board Policy/Administrative Regulation: AR 5144.1

Subject: Extension of suspension

When to notify: Before holding a closed session re: suspension

Education or other legal code: 48912

Board Policy/Administrative Regulation: AR 5144.1

Subject: Intent to hold a closed session re: suspension

When to notify: When student expelled from another district for certain acts seeks admission

Education or other legal code: 48915.1, 48918

Board Policy/Administrative Regulation: BP 5119
Subject: Hearing re: possible danger presented by expelled student

When to notify: When readmission is denied
Education or other legal code: 48916
Board Policy/Administrative Regulation: AR 5144.1
Subject: Reasons for denial; determination of assigned program

When to notify: When expulsion occurs
Education or other legal code: 48916
Board Policy/Administrative Regulation: AR 5144.1
Subject: Description of readmission procedures

When to notify: 10 calendar days before expulsion hearing
Education or other legal code: 48918
Board Policy/Administrative Regulation: AR 5144.1
Subject: Notice of expulsion hearing

When to notify: When expulsion or suspension of expulsion occurs
Education or other legal code: 48918
Board Policy/Administrative Regulation: AR 5144.1
Subject: Decision to expel; right to appeal to county board; obligation to inform new district of status

When to notify: One month before the scheduled minimum day
Education or other legal code: 48980
Board Policy/Administrative Regulation: BP 6111
Subject: When minimum days scheduled after beginning of the school year

When to notify: When parents request guidelines for filing complaint of child abuse at a school site
Education or other legal code: 48987
Board Policy/Administrative Regulation: AR 5141.4
Subject: Guidelines for filing complaint of child abuse at a school site with local child protective agencies

When student in danger of failing a course

Education or other legal code: 49067
Board Policy/Administrative Regulation: AR 5121
Subject: Student in danger of failing a course

When student transfers from another district or private school
Education or other legal code: 49068
Board Policy/Administrative Regulation: AR 5125
Subject: Right to receive copy of student's record and to challenge its content

When to notify: Within 24 hours of release of information to a judge or probation officer
Education or other legal code: 49076
Board Policy/Administrative Regulation: AR 5125
Subject: Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition

When to notify: Before release of information pursuant to court order or subpoena
Education or other legal code: 49077
Board Policy/Administrative Regulation: AR 5125
Subject: Release of information pursuant to court order or subpoena

When to notify: When screening results in suspicion that student has scoliosis
Education or other legal code: 49452.5
Board Policy/Administrative Regulation: AR 5141.3
Subject: Scoliosis screening

When to notify: When test results in discovery of visual or hearing defects
Education or other legal code: 49456
Board Policy/Administrative Regulation: AR 5141.3
Subject: Vision or hearing test

When to notify: Annually to parents/guardians of student athletes before their first practice or competition
Education or other legal code: 49475
Board Policy/Administrative Regulation: AR 6145.2
Subject: Information on concussions and head injuries

When to notify: Before any test questioning personal beliefs

Education or other legal code: 51513
Board Policy/Administrative Regulation: AR 5022
Subject: Permission for test, survey questioning personal beliefs

When to notify: Within 14 days of instruction if arrangement made for guest speaker after beginning of school year
Education or other legal code: 51938 AR
Board Policy/Administrative Regulation: 6142.1
Subject: Instruction in HIV/AIDS or sexual health education by guest speaker or outside consultant

When to notify: Prior to administering survey regarding health risks and behaviors to students in 7-12
Education or other legal code: 51938
Board Policy/Administrative Regulation: AR 5022
Subject: Notice that the survey will be administered

When to notify: Upon assessment and reassessment of English proficiency and enrollment in program of education for English language learners
Education or other legal code: 52164.1, 52164.3, 52173; 5 CCR 11303
Board Policy/Administrative Regulation: AR 6174
Subject: Assessment results; program of education for English language learners

When to notify: When migrant education program is established
Education or other legal code: 54444.2
Board Policy/Administrative Regulation: BP 6175, AR 6175
Subject: Parent advisory council membership composition

When to notify: When child participates in licensed child care and development program
Education or other legal code: Health & Safety Code 1596.857
Board Policy/Administrative Regulation: AR 5148
Subject: Parent right to enter facility

When to notify: When sharing student immunization information with an immunization system
Education or other legal code: Health & Safety Code 120440
Board Policy/Administrative Regulation: AR 5125
Subject: Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share

When to notify: When hearing is requested by person asked to leave school premises
Education or other legal code: Penal Code 627.5
Board Policy/Administrative Regulation: AR 3515.2
Subject: Notice of hearing

When to notify: Prior to student participation in gifted and talented program
Education or other legal code: 5 CCR 3831
Board Policy/Administrative Regulation: AR 6172
Subject: Gifted and talented student program

When to notify: When providing written decision in response to a complaint re: discrimination;
special education, or noncompliance with law regulating educational programs
Education or other legal code: 5 CCR 4631
Board Policy/Administrative Regulation: AR 1312.3
Subject: Appeal rights and procedures

When to notify: Within 30 calendar days of receipt of CELDT results
Education or other legal code: 5 CCR 11511.5
Board Policy/Administrative Regulation: AR 6174
Subject: CELDT test results

When to notify: When child participates in licensed child care and development program
Education or other legal code: 5 CCR 18066
Board Policy/Administrative Regulation: AR 5148
Subject: Policies re: unexcused absences

When to notify: When district substantively changes policy on student privacy rights
Education or other legal code: 20 USC 1232h
Board Policy/Administrative Regulation: AR 5022
Subject: Notice of any substantive change in policy or regulation

When to notify: For districts receiving Title I funds, when child has been taught for four or more
consecutive weeks by a teacher who is not "highly qualified"
Education or other legal code: 20 USC 6311
Board Policy/Administrative Regulation: AR 4112.24
Subject: Timely notice to parent of child's assignment

When to notify: When school identified for program improvement or corrective action, within 30 days of failure to make annual yearly progress

Education or other legal code: 20 USC 6312

Board Policy/Administrative Regulation: AR 0520.2

Subject: Notice of failure to parents of English language learners

When to notify: For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents of English learners

Education or other legal code: 20 USC 6312

Board Policy/Administrative Regulation: AR 6174

Subject: Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program

When to notify: When school identified for program improvement or corrective action

Education or other legal code: 20 USC 6316

Board Policy/Administrative Regulation: AR 0520.2, AR 5116.1

Subject: Explanation of identification, reasons, how problem will be addressed, how parents can become involved, transfer option, availability of supplemental services

When to notify: When district identified for program improvement

Education or other legal code: 20 USC 6316

Board Policy/Administrative Regulation: AR 0520.3

Subject: Explanation status, reasons for identification, how parents can participate in upgrading district

When to notify: For schools receiving Title I funds, upon development of parent involvement policy

Education or other legal code: 20 USC 6318

Board Policy/Administrative Regulation: AR 6020

Subject: Notice of policy

When to notify: When household is selected for verification of eligibility for free or reduced-price meals

Education or other legal code: 42 USC 1758; 7 CFR 246.6a

Board Policy/Administrative Regulation: AR 3553

Subject: Notice of need to submit verification information; any subsequent change in benefits; right to appeal

When to notify: When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30

Education or other legal code: 34 CFR 99.34

Board Policy/Administrative Regulation: AR 5125

Subject: Right to review records

IV. Special Education Notices

When to notify: Prior to conducting initial evaluation

Education or other legal code: 56301, 56321, 56321.5, 56321.6, 56329; 34 CFR 300.502

Board Policy/Administrative Regulation: AR 6164.4

Subject: Proposed evaluation plan, related parental rights, prior written notice

When to notify: 24 hours before IEP when district intending to record

Education or other legal code: 56341.1, 34 CFR 300.322

Board Policy/Administrative Regulation: AR 6159

Subject: Intention to audio-record IEP meeting

When to notify: Early enough to ensure opportunity for parent to attend IEP meeting

Education or other legal code: 56341.5;

Board Policy/Administrative Regulation: AR 6159

Subject: Time, purpose, location, who who in attendance, participation of others with special knowledge, transition statements if appropriate

When to notify: When parent orally requests review of IEP

Education or other legal code: 56343.5

Board Policy/Administrative Regulation: AR 6159

Subject: Need for written request

When to notify: For student receiving exit exam waiver, prior to receipt of diploma

Education or other legal code: 20 USC 1415(d); 34 CFR 300.504

Board Policy/Administrative Regulation: AR 6159.1

Subject: Procedural safeguards notice

When to notify: Disciplinary action taken for dangerous behavior

Education or other legal code: 20 USC 1415(k); 34 CFR 300.530

Board Policy/Administrative Regulation: AR 5144.2

Subject: Decision and procedural safeguards notice

When to notify: Suspension or change of placement for more than 10 days
Education or other legal code: 20 USC 1415(k); 34 CFR 300.530
Board Policy/Administrative Regulation: AR 5144.2
Subject: Decision and procedural safeguards notice

When to notify: Upon requesting a due process hearing
Education or other legal code: 20 USC 1415(k); 34 CFR 300.508
Board Policy/Administrative Regulation: AR 6159.1
Subject: Child's name, address, school, description of problem, proposed resolution

When to notify: Eligibility for services under Section 504
Education or other legal code: 34 CFR 104.32, 104.36
Board Policy/Administrative Regulation: AR 6164.6
Subject: Procedural safeguards, district responsibilities

V. Classroom Notices

When to notify: In each classroom in each school
Education or other legal code: 35186
Board Policy/Administrative Regulation: AR/E 1312.4
Subject: Complaint rights re: sufficiency of instructional materials, teacher vacancy and misassignment, maintenance of facilities, and, for classrooms with grades 10-12, right of students who did not pass exit exam to receive intensive instruction after grade 12

(3/10 3/11) 3/12

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: September 12, 2012

Adopted:

King City, CA

BP 5145.7 Students

Sexual Harassment

~~***Note: Education Code 231.5 and 34 CFR 106.9 mandate the district to have written policies on sexual harassment. The following policy addresses harassment by and/or of students; for policy addressing the sexual harassment by and/or of employees, see BP/AR-4119.11/4219.11/4319.11 - Sexual Harassment. ***~~

~~***Note: A district can be held liable for student on student or employee on student sexual harassment pursuant to Title IX (20 USC 1681-1688) and/or Education Code 220, if the district is found to have been "deliberately indifferent" in its response to known sexual harassment. In Davis v. Monroe County Board of Education, the Supreme Court held that a district would be deliberately indifferent if (1) the harasser and the context in which the sexual harassment occurred were within the district's control; (2) the harassment was so severe, pervasive, and objectively offensive that it deprived the victim of access to educational opportunities or benefits provided by the district; (3) the district had actual knowledge of the harassment; and (4) the district's conduct was unreasonable considering the surrounding circumstances. This standard was applied by an appellate court in Donovan v. Poway Unified School District based on Education Code 220. ***~~

~~***Note: In addition to filing a private civil lawsuit, a victim of sexual harassment may file a complaint with the California Department of Education and/or the U.S. Department of Education's Office for Civil Rights (OCR). In April 2011, OCR issued its Dear Colleague Letter: Sexual Violence to supplement its January 2001 Revised Sexual Harassment Guidance on federal Title IX requirements as they pertain to sexual harassment. In the letter, OCR clarifies that sexual violence, including rape, sexual assault, sexual battery, and sexual coercion, is a form of sexual harassment that must be addressed by districts in the same way as other forms of sexual harassment, such as unwelcome sexual advances. ***~~

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits sexual harassment of students at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against any person who files a complaint, testifies, or otherwise participates in district complaint processes.

- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 1312.3 - Uniform Complaint Procedures)
- (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
- (cf. 5131 - Conduct)
- (cf. 5131.2 - Bullying)
- (cf. 5137 - Positive School Climate)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Instruction/Information

~~***Note: In its April 2011 Dear Colleague Letter: Sexual Violence, OCR restates the requirement that a district's procedure for investigating sexual harassment complaints must be widely disseminated and be written in language appropriate to the age of the school's students so that students understand how it works. Examples include having copies of the procedure available throughout the school, publishing the procedure in the student handbook, and identifying individuals who can explain how the procedure works. The following optional section is based on OCR recommendations and may be revised to better accommodate student needs and district practice. ***~~

The Superintendent or designee shall ensure that all district students receive age-appropriate instruction and information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence

~~***Note: In its April 2011 Dear Colleague Letter: Sexual Violence, OCR acknowledges that possible rule violations by victims or other students may affect their willingness to report sexual harassment or violence. For example, a victim who is sexually harassed while he/she is away from school without permission may be reluctant to file a complaint if he/she believes that he/she may be disciplined for the violation. Thus, OCR suggests that, in communicating items #2 and #3 below, districts should emphasize that student safety is the primary concern and that any other rule violation will be addressed separately from the sexual harassment or violence issue. ***~~

2. A clear message that students do not have to endure sexual harassment
3. Encouragement to report observed instances of sexual harassment, even where the victim of the harassment has not complained
4. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made
5. Information about the rights of students and parents/guardians to file a criminal complaint, as applicable

Complaint Process

~~***Note: Pursuant to Education Code 231.5, the district's policy must contain information on where to obtain a specific procedure for reporting charges of sexual harassment and pursuing available remedies. In addition, 34 CFR 106.8 requires a district to adopt and publish a grievance procedure providing for a prompt and equitable resolution of student complaints alleging sexual harassment. Because courts have held that a district may be liable for~~

~~student on student harassment if an employee with authority to take corrective action has actual knowledge of the harassment, it is recommended that the district's instruction to its students include examples of employees who may have such authority (e.g., principals, teachers, and coaches). In addition, even if the matter has been referred to law enforcement for investigation, a district still has a responsibility to investigate the complaint as a matter of sex discrimination.~~

~~***Note: The accompanying administrative regulation details a site-level complaint procedure, including timelines, conduct of the investigation, and remedies. However, districts may instead consider using the uniform complaint procedures, pursuant to 5 CCR 4600-4687, to resolve such complaints; see BP/AR 1312.3 Uniform Complaint Procedures.***~~

Any student who feels that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity (e.g., by a visiting athlete or coach) shall immediately contact his/her teacher or any other employee. An employee who receives such a complaint shall report it in accordance with administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 5141.4 - Child Abuse Prevention and Reporting)

The Superintendent or designee shall ensure that any complaints regarding sexual harassment are immediately investigated in accordance with administrative regulation. When the Superintendent or designee has determined that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and to address its effects on the victim.

Disciplinary Actions

~~***Note: Pursuant to Education Code 48900.2, a student in grades 4-12 may be suspended and/or expelled from school for sexual harassment. However, districts should note that Education Code 48915(c) requires the Superintendent or designee to recommend expulsion for any student, irrespective of grade, who commits sexual assault or battery as defined in the Penal Code. See AR 5144.1 Suspension and Expulsion/Due Process.***~~

Any student who engages in sexual harassment or sexual violence at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Confidentiality and Record-Keeping

~~***Note: Pursuant to 5 CCR 4964, districts are required to keep complaints and allegations of sexual harassment confidential, except when disclosure is necessary to further the investigation, other needed remedial action, or ongoing monitoring. In its April 2011 Dear Colleague Letter: Sexual Violence, OCR counsels districts to respond to sexual harassment that comes to their attention even when a victim requests anonymity.***~~

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in the schools.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

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, discrimination

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

106.1-106.71 Nondiscrimination on the basis of sex in education programs

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Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: September 12, 2012

Adopted:

King City, CA

AR 5145.7 Student

Sexual Harassment

~~***Note: For purposes of suspension and expulsion, Education Code 48900.2 defines sexual harassment as conduct, when considered from the perspective of a reasonable person of the same gender as the victim, that is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. See AR 5144.1 Suspension and Expulsion/Due Process. ***~~

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, when made on the basis of sex and under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

~~***Note: The following list contains common examples of sexual harassment from the U.S. Department of Education's Office for Civil Rights' (OCR) April 2011 Dear Colleague Letter: Sexual Violence, its January 2001 publication Revised Sexual Harassment Guidance, and definitions specified in 5 CCR 4916. ***~~

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion

School-Level Complaint Process/Grievance Procedure

~~***Note: In its April 2011 Dear Colleague Letter: Sexual Violence and January 2001 Revised Sexual Harassment Guidance, OCR acknowledges that procedures adopted by districts to address student harassment complaints will vary considerably depending on a number of factors, including the size of the district. Items #1-8 below reflect the factors relied on by OCR to ensure that a district's procedures are "prompt and equitable" and are effective in remedying sexual harassment and preventing recurrence. ***~~

~~***Note: While OCR requires prompt resolution of complaints, neither the law nor OCR delineates specific time frames. OCR also recommends that the district's procedure include designated and reasonably prompt timelines for the major stages of the complaint process. The timelines suggested below will normally be sufficient to comply with OCR's Guidance; however, OCR acknowledges that whether a complaint is considered "prompt" may vary depending on the seriousness and complexity of the circumstances. ***~~

~~***Note: Pursuant to 34 CFR 106.8, the district is required to designate a person(s) responsible for the overall implementation of the requirements of Title IX, including the receipt of complaints. For language designating a district Coordinator for Nondiscrimination, see BP-~~

~~5145.3—Nondiscrimination/Harassment.—Depending on the size and structure of the district, sexual harassment complaints may be investigated either by the Coordinator or principal at the applicable school site, in which case the Coordinator would be responsible for overall coordination and oversight to ensure consistency across the district.—The following section should be revised to reflect the title of the position responsible for investigation of sexual harassment complaints.***~~

~~***Note:—The following optional grievance procedure, including any applicable timelines, is based on OCR recommendations and may be revised to reflect district practice.***~~

Complaints of sexual harassment, or any behavior prohibited by the district's Nondiscrimination/Harassment policy - BP 5145.3, shall be handled in accordance with the following procedure:

1. Notice and Receipt of Complaint: Any student who believes he/she has been subjected to sexual harassment or who has witnessed sexual harassment may file a complaint with any school employee. Within 24 hours of receiving a complaint, the school employee shall report it to the district Coordinator for Nondiscrimination/Principal. In addition, any school employee who observes any incident of sexual harassment involving a student shall, within 24 hours, report this observation to the Coordinator/Principal, whether or not the victim files a complaint.

In any case of sexual harassment involving the Coordinator/Principal to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall instead report to the Superintendent or designee.

~~***Note:—In its April 2011 Dear Colleague Letter: Sexual Violence, OCR cautions that districts may have an obligation to respond to student on-student sexual harassment which occurs off school grounds or outside school sponsored or school-related programs or activities, since the sexual harassment may still create a hostile environment for the victim at school.***~~

2. Initiation of Investigation: The Coordinator/Principal shall initiate an impartial investigation of an allegation of sexual harassment within five school days of receiving notice of the harassing behavior, regardless of whether a formal complaint has been filed. The district shall be considered to have "notice" of the need for an investigation upon receipt of information from a student who believes he/she has been subjected to harassment, the student's parent/guardian, an employee who received a complaint from a student, or any employee or student who witnessed the behavior.

~~***Note:—According to the OCR's Guidance, while the nature and extent of the district's investigation may be limited if the student wishes to remain anonymous or decides to not file a complaint, the district must still take all feasible steps to respond to harassment of which it has notice.***~~

If the Coordinator/Principal receives an anonymous complaint or media report about alleged sexual harassment, he/she shall determine whether it is reasonable to pursue an

investigation considering the specificity and reliability of the information, the seriousness of the alleged incident, and whether any individuals can be identified who were subjected to the alleged harassment.

3. Initial Interview with Student: When a student or parent/guardian has complained or provided information about sexual harassment, the Coordinator/Principal shall describe the district's grievance procedure and discuss what actions are being sought by the student in response to the complaint. The student who is complaining shall have an opportunity to describe the incident, identify witnesses who may have relevant information, provide other evidence of the harassment, and put his/her complaint in writing. If the student requests confidentiality, he/she shall be informed that such a request may limit the district's ability to investigate.

4. Investigation Process: The Coordinator/Principal shall keep the complaint and allegation confidential, except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

The Coordinator/Principal shall interview individuals who are relevant to the investigation, including, but not limited to, the student who is complaining, the person accused of harassment, anyone who witnessed the reported harassment, and anyone mentioned as having relevant information. The Coordinator/Principal may take other steps such as reviewing any records, notes, or statements related to the harassment or visiting the location where the harassment is alleged to have taken place.

When necessary to carry out his/her investigation or to protect student safety, the Coordinator/Principal also may discuss the complaint with the Superintendent or designee, the parent/guardian of the student who complained, the parent/guardian of the alleged harasser if the alleged harasser is a student, a teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth, law enforcement and/or child protective services, and district legal counsel or the district's risk manager.

(cf. 5141.4 - Child Abuse Prevention and Reporting)..

5. Interim Measures: The Coordinator/Principal shall determine whether interim measures are necessary during and pending the results of the investigation, such as placing students in separate classes or transferring a student to a class taught by a different teacher.

6. Optional Mediation: In cases of student-on-student harassment, when the student who complained and the alleged harasser so agree, the Coordinator/Principal may arrange for them to resolve the complaint informally with the help of a counselor, teacher, administrator, or trained mediator. The student who complained shall never be asked to work out the problem directly with the accused person unless such help is provided and both parties agree, and he/she shall be advised of the right to end the informal process at any time.

(cf. 5138 - Conflict Resolution)

7. Factors in Reaching a Determination: In reaching a decision about the complaint, the Coordinator/Principal may take into account:

- a. Statements made by the persons identified above
- b. The details and consistency of each person's account
- c. Evidence of how the complaining student reacted to the incident
- d. Evidence of any past instances of harassment by the alleged harasser
- e. Evidence of any past harassment complaints that were found to be untrue

To judge the severity of the harassment, the Coordinator/Principal may take into consideration:

- a. How the misconduct affected one or more students' education
- b. The type, frequency, and duration of the misconduct
- c. The identity, age, and sex of the harasser and the student who complained, and the relationship between them
- d. The number of persons engaged in the harassing conduct and at whom the harassment was directed
- e. The size of the school, location of the incidents, and context in which they occurred
- f. Other incidents at the school involving different students

8. Written Report on Findings and Follow-Up: No more than 30 days after receiving the complaint, the Coordinator/Principal shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the Coordinator/Principal shall notify the student who complained and explain the reasons for the extension.

~~***Note: In its September 2008 publication, Sexual Harassment: It's Not Academic, OCR states that the appropriate steps and responsive measures to remedy a violation should be tailored to the specific situation. Examples of appropriate measures might include the development of new policies, counseling, training, separating the victim and the harasser, or providing services to the student who was harassed, such as tutoring or grade adjustment.***~~

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If it is determined that harassment occurred, the report shall also include any corrective actions that have or will be taken to address the harassment and

prevent any retaliation or further harassment. This report shall be presented to the student who complained, the person accused, the parents/guardians of the student who complained and the student who was accused, and the Superintendent or designee.

In addition, the Coordinator/Principal shall ensure that the harassed student and his/her parent/guardian are informed of the procedures for reporting any subsequent problems. The Coordinator/Principal shall make follow-up inquiries to see if there have been any new incidents or retaliation and shall keep a record of this information.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

~~***Note: Government Code 12950.1 requires any district with 50 or more employees to provide two hours of sexual harassment training and education to supervisory employees once every two years. See AR 4119.11/4219.11/4319.11 Sexual Harassment. In addition, in its April 2011 Dear Colleague Letter: Sexual Violence, OCR underlies the importance of training in preventing and responding to sexual harassment and encourages districts to provide training to all segments of the school community. ***~~

2. Providing training to students, staff, and parents/guardians about how to recognize harassment and how to respond

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

3. Disseminating and/or summarizing the district's policy and regulation regarding sexual harassment

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to parents/guardians and the community

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

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action

In addition, disciplinary measures may be taken against any person who is found to have

made a complaint of sexual harassment which he/she knew was not true.

- (cf. 4118 - Suspension/Disciplinary Action)
- (cf. 4218 - Dismissal/Suspension/Disciplinary Action)
- (cf. 5144.1 - Suspension and Expulsion/Due Process)
- (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Notifications

~~***Note: In its January 2001 Revised Sexual Harassment Guidance, OCR states that a procedure for sexual harassment complaints cannot be prompt or equitable unless it is widely disseminated and written in language appropriate to the age of the school's students so that students understand how it works. Examples include having copies of the procedures available throughout the school, publishing the procedures in the student handbook, and identifying individuals who can explain how the procedure works.***~~

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted, including school web sites (Education Code 231.5)
3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

~~***Note: Items #5 and #6 below are optional.***~~

5. Be included in the student handbook
6. Be provided to employees and employee organizations

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Regulation **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**
First Reading: September 12, 2012
Adopted:

King City, CA

BP 6145 Instruction

Extracurricular And Cocurricular Activities

The Governing Board recognizes that extracurricular and cocurricular activities enrich the educational and social development of students and enhance students' feelings of connectedness with the schools. The district shall encourage and support student participation in extracurricular and cocurricular activities without compromising the integrity and purpose of the educational program.

- (cf. 1330 - Use of School Facilities)
- (cf. 5137 - Positive School Climate)
- (cf. 6145.2 - Athletic Competition)
- (cf. 5148.2 - Before/After School Programs)

~~***Note: Pursuant to various provisions of state and federal law (e.g., Education Code 220; Government Code 11135; 20 USC 1681-1688; 42 USC 2000d-2000d-7 and 12101-12213; 29 USC 794), discrimination in education programs and activities is unlawful when it is based on certain actual or perceived characteristics of an individual; see BP 0410 - Nondiscrimination in District Programs and Activities. ***~~

No extracurricular or cocurricular program or activity shall be provided or conducted separately on the basis of any actual or perceived characteristic listed as a prohibited category of discrimination in state or federal law, nor shall any student's participation in an extracurricular or cocurricular activity be required or refused on those bases. Prerequisites for student participation in extracurricular and cocurricular activities shall be limited to those that have been demonstrated to be essential to the success of the activity. (5 CCR 4925)

- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)
- (cf. 6145.5 - Student Organizations and Equal Access)

Any complaint alleging unlawful discrimination in the district's extracurricular or cocurricular programs or activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures.

- (cf. 1312.3 - Uniform Complaint Procedures)

~~***Note: The courts have interpreted California's constitutional "free school" guarantee, as specified in Article 9, Section 5, to extend to all activities which constitute an integral part of a student's education, including extracurricular activities. Pursuant to 5 CCR 350, constitutionally permissible fees may be charged only when specifically authorized by law, and any other fees~~

~~charged for "educational activities" would be unconstitutional. However, the line between "educational activities" (no fees) and "recreational activities" (fees permissible) is not always clear. In Hartzell v. Connell, the California Supreme Court held that "educational activities" include extracurricular activities, drama productions, vocal music groups, instrumental groups, and cheerleading. Examples of "recreational activities" include attendance at weekend dances or athletic events. It is important to note that the Court in Hartzell determined that a district policy allowing for waivers of the fee based on financial need or inability to pay does not render the fee constitutional. For further information, see BP/AR 3260 – Fees and Charges and CSBA's advisory Student Fees Litigation Update. Districts are advised to seek legal counsel before charging fees for any activity which may be construed as related to the educational program. ***~~

Unless specifically authorized by law, no fee shall be charged to students for participation in extracurricular and cocurricular activities related to the educational program, including materials or equipment related to the activity.

(cf. 3260 - Fees and Charges)

(cf. 3452 - Student Activity Funds)

Eligibility Requirements

~~***Note: If the district maintains any of grades 7-12, Education Code 35160.5 mandates the Governing Board to adopt policy establishing eligibility requirements for student participation in extracurricular and cocurricular activities in grades 7-12. Pursuant to Education Code 35160.5, students must demonstrate "satisfactory educational progress," as provided in items #1-2 below, but districts may adopt stricter academic eligibility criteria provided such action is taken at a public meeting in accordance with Education Code 35145. Districts that have adopted stricter criteria should modify the following paragraph accordingly. ***~~

To be eligible to participate in extracurricular and cocurricular activities, students in grades 9-12 must demonstrate satisfactory educational progress in the previous grading period, including, but not limited to: (Education Code 35160.5)

1. Maintenance of a minimum of 2.0 grade point average on a 4.0 scale in all enrolled classes
2. No more than one "F" when calculating their GPA for eligibility purpose
3. Maintenance of minimum progress toward meeting high school graduation requirements

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

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6162.52 - High School Exit Examination)

The Superintendent or designee may grant ineligible students a probationary period not to exceed

one semester. Students granted probationary eligibility must meet the required standards by the end of the probationary period in order to remain eligible for participation. (Education Code 35160.5)

~~***Note:— Education Code 48850 specifies that, when the residence of a student in foster care changes pursuant to a court order or decision of a child welfare worker, the student shall be immediately deemed to meet all residency requirements for participation in extracurricular activities and interscholastic sports; see AR 6173.1— Education for Foster Youth. ***~~

~~***Note:— In addition, Education Code 49700–49701 establish a uniform means of assisting children of active duty military families transferred from one state to another, by reducing or eliminating the barriers to their educational success caused by the frequent moves and deployments of their parents/guardians. Among other things, Education Code 49701 requires flexibility of districts' local rules to facilitate eligibility for extracurricular activities. See BP/AR 6173.2— Education of Children of Military Families. ***~~

Any decision regarding the eligibility of any child in foster care or a child of an active duty military family for extracurricular or cocurricular activities shall be made by the Superintendent or designee in accordance with Education Code 48850 and 49701.

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

The Superintendent or designee may revoke a student's eligibility for participation in extracurricular and cocurricular activities when the student's poor citizenship is serious enough to warrant loss of this privilege.

Student Conduct at Extracurricular/Cocurricular Events

~~***Note:— The following paragraph is optional. Pursuant to Education Code 35181, the Board has authority to set expectations and/or rules for student attendance, academic performance, in-school behavior, and any other aspect of school life that it deems relevant to maintaining order in district schools. ***~~

When attending or participating in extracurricular and cocurricular activities on or off campus, district students are subject to district policies and regulations relating to student conduct. Students who violate district policies and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or cocurricular activities in accordance with Board policy and administrative regulation. When appropriate, the Superintendent or designee shall notify local law enforcement.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5144 - Discipline)

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

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

Annual Policy Review

~~***Note: Education Code 35160.5 requires annual review of this policy, as it relates to the participation of students in grades 7-12 in extracurricular and cocurricular activities. The following paragraph is optional for districts without any of grades 7-12.***~~

The Board shall annually review this policy and implementing regulations.

Legal Reference:

EDUCATION CODE

35145 Public meetings

35160.5 District policy rules and regulations; requirements; matters subject to regulation

35179 Interscholastic athletics; associations or consortia

35181 Students' responsibilities

48850 Participation of foster youth in extracurricular activities and interscholastic sports

48930-48938 Student organizations

49024 Activity Supervisor Clearance Certificate

49700-49704 Education of children of military families

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

5531 Supervision of extracurricular activities of pupils

UNITED STATES CODE, TITLE 42

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

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COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE
10-11 Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance
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California Department of Education: <http://www.cde.ca.gov>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

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AR 6159 Instruction

Individualized Education Program

~~***Note: The following mandated administrative regulation reflects the federal Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482), implementing federal regulations (34 CFR 300.1-300.818), and conforming state legislation. Note that in cases where state law provides greater protections, state law supersedes federal law. ***~~

~~***Note: Pursuant to Education Code 56302.5, the term "assessment" as used in state law has the same meaning as "evaluation" provided in 20 USC 1414. The following administrative regulation uses the terms interchangeably. ***~~

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a disability within district jurisdiction. The IEP shall be a written statement designed by the IEP team to meet the unique educational needs of a student with a disability. (Education Code 56344; 34 CFR 300.323)

Members of the IEP Team

The IEP team for any student with a disability shall include the following members: (Education Code 56341, 56341.5; 20 USC 1414(d)(1); 34 CFR 300.321)

1. One or both of the student's parents/guardians and/or a representative selected by them
2. If the student is or may be participating in the regular education program, at least one of the student's regular education teachers designated by the Superintendent or designee to represent the student's teachers

The regular education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414(d)(3)(C); 34 CFR 300.324)

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

3. At least one of the student's special education teachers or, where appropriate, special education providers
4. A representative of the district who is:
 - a. Qualified to provide or supervise the provision of specially designed instruction to meet

the unique needs of students with disabilities

- b. Knowledgeable about the general education curriculum
- c. Knowledgeable about the availability of district and/or special education local plan area (SELPA) resources

(cf. 0430 - Comprehensive Local Plan for Special Education)

- 5. An individual who can interpret the instructional implications of assessment results

This individual may already be a member of the team as described in items #2-4 above or in item #6 below.

~~***Note: Pursuant to Education Code 56341 and 34 CFR 300.321, the determination as to whether an individual identified in item #6 below has "knowledge or special expertise" must be made by the party (either the district or parent/guardian) who invites the individual to the IEP team meeting. ***~~

~~***Note: The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46670, explains that a person who does not have knowledge and special expertise regarding the student, and who is not requested to be present at the IEP team meeting by the parent/guardian or district, would not be permitted to be a member of the team or attend the meeting as an observer. This comment is consistent with an Attorney General opinion (85 Ops. Cal. Atty. Gen. 157 (2002)) which stated that members of the media may not attend an IEP team meeting as observers even though the parents/guardians have consented to such attendance. The Attorney General based this decision on the fact that the media would be "observers," not a "person with knowledge or expertise," as detailed below. ***~~

- 6. At the discretion of the parent/guardian or the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate

The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

- 7. Whenever appropriate, the student with a disability

In the development, review, or revision of his/her IEP, the student shall be allowed to provide confidential input to any representative of his/her IEP team. (Education Code 56341.5)

- 8. When the student is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech language pathologist, or remedial reading teacher

In accordance with 34 CFR 300.310, at least one team member other than the student's regular education teacher shall observe the student's academic performance and behavior in the areas of difficulty in his/her learning environment, including in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

~~***Note:—The requirement for a district to request the participation of a county mental health agency in the IEP team before it refers a student to the county mental health agency has been eliminated due to the repeal of Education Code 56331 by AB 114 (Ch. 43, Statutes of 2011), effective January 1, 2012. ***~~

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings. (Education Code 56341.2)
2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist him/her in reaching the goals as stated in Education Code 56345(a)(8), the following individuals shall be invited to attend: (34 CFR 300.321)

- a. The student, regardless of his/her age

If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

- b. To the extent appropriate, and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for the transition services

3. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (Education Code 56341; 20 USC 1414(d)(1)(D); 34 CFR 300.321)

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the district agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the

meeting if the parent/guardian, in writing, and the district consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56341; 20 USC 1414(d)(1)(C); 34 CFR 300.321)

Contents of the IEP

The IEP shall include, but not be limited to, all of the following: (Education Code 56043, 56345, 56345.1; 20 USC 1414(d)(1)(A); 34 CFR 300.320)

1. A statement of the present levels of the student's academic achievement and functional performance, including:
 - a. The manner in which the student's disability affects his/her involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)
 - b. For a preschool child, as appropriate, the manner in which the disability affects his/her participation in appropriate activities
 - c. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives

~~***Note:—Education Code 56345 requires a statement of a student's academic and functional goals, as specified below, and expresses legislative recognition that, although some students with disabilities may not meet the growth projected in the annual goals and objectives, districts must make a good faith effort to assist them in achieving the goals in their IEP.***~~

2. A statement of measurable annual goals, including academic and functional goals, designed to:
 - a. Meet the student's needs that result from his/her disability in order to enable the student to be involved in and progress in the general education curriculum
 - b. Meet each of the student's other educational needs that result from his/her disability
3. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards
4. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:

- a. Advance appropriately toward attaining the annual goals
- b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities
- c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP

(cf. 3541.2 - Transportation for Students with Disabilities)

5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the IEP

~~***Note: Pursuant to 20 USC 1412(a), students with disabilities must be included in state and district assessments, such as the Standardized Testing and Reporting Program (STAR) (Education Code 60640-60649) and the California High School Exit Examination (Education Code 60850-60859), with appropriate accommodations. However, with respect to such assessments, exceptions exist. For example, pursuant to Education Code 60640 and 5 CCR 850, a student with disabilities may be exempted from the STAR program by his/her parents/guardians and may be eligible for an alternate assessment in accordance with his/her IEP. In addition, pursuant to Education Code 60852.3, students with disabilities are currently exempted from the requirement to pass the high school exit exam as a condition of receiving a diploma. For specific program requirements, exceptions, waivers, and permitted accommodations concerning such state or districtwide assessments, see AR 6162.51—Standardized Testing and Reporting Program and AR 6162.52—High School Exit Examination.***~~

~~***Note: 34 CFR 300.320 and Education Code 56345 require a description of the individual accommodations that will be used by the student and, if the student will not participate in the regular assessment, a statement as to the reason for that determination and what alternate assessment will be provided.***~~

6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, the student's IEP also shall include a statement of the reason that he/she cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate for him/her.

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)
(cf. 6162.51 - Standardized Testing and Reporting Program)

(cf. 6162.52 - High School Exit Examination)

7. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications

8. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:

a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills

b. The transition services, including courses of study, needed to assist the student in reaching those goals

9. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of his/her rights, if any, that will transfer to him/her upon reaching age 18, pursuant to Education Code 56041.5

Where appropriate, the IEP shall also include: (Education Code 56345)

1. For a student in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

2. Linguistically appropriate goals, objectives, programs, and services for a student whose native language is not English

(cf. 6174 - Education for English Language Learners)

3. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)

(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer School)

4. Provision for transition into the regular education program if the student is to be transferred from a special class or center or nonpublic, nonsectarian school into a regular education program in a public school for any part of the school day, including descriptions of

activities intended to:

- a. Integrate the student into the regular education program, including indications of the nature of each activity and the time spent on the activity each day or week
- b. Support the transition of the student from the special education program into the regular education program

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6178 - Career Technical Education)

(cf. 6181 - Alternative Schools/Programs of Choice)

5. Specialized services, materials, and equipment for a student with low incidence disabilities, consistent with the guidelines pursuant to Education Code 56136

Development of the IEP

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted. (34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene. (Education Code 56344)

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56341.1, 56345; 20 USC 1414(d)(3)(A); 34 CFR 300.324)

1. The strengths of the student
2. The concerns of the parents/guardians for enhancing the education of their child
3. The results of the initial or most recent assessment of the student
4. The academic, developmental, and functional needs of the student

5. In the case of a student whose behavior impedes his/her learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior
6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP
7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, his/her future needs for instruction in Braille or the use of Braille, and other appropriate reading and writing media.

8. The communication needs of the student and, in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345.

9. Whether the student requires assistive technology devices and services

If, in considering the special factors in items #1-9 above, the IEP team determines that the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the team shall include a statement to that effect in the student's IEP. (Education Code 56341.1)

Provision of Special Education and Related Services

~~***Note: Effective January 1, 2012, AB 114 (Ch. 43, Statutes of 2011) repealed Education Code 56331 which required county mental health agencies to be responsible for providing mental health services (AB 3632 services) if required in a student's IEP. Thus, districts are solely responsible for ensuring that students with disabilities receive special education and related services to meet their needs. The CDE web site clarifies that districts may contract with county mental health agencies for the provision of some services and/or may employ their own professionals or contract with organizations or professionals in the community. ***~~

The district shall ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with his/her IEP. (Education Code 56344; 34 CFR 300.323)

The Superintendent or designee shall ensure that the student's IEP is accessible to each regular education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

Review and Revision of the IEP

~~***Note: Education Code 56043 and 56380 mandate the district to maintain procedures to ensure that the IEP team reviews the IEP periodically, but at least annually, to determine whether the annual goals for the student are being achieved and, as appropriate, revises the IEP to address the conditions specified below. ***~~

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414(d)(4); 34 CFR 300.324)

1. Determine whether the annual goals for the student are being achieved
2. Revise the IEP, as appropriate, to address:
 - a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate
 - b. The results of any reassessment conducted pursuant to Education Code 56381
 - c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305(a)(2) and Education Code 56381(b)
 - d. The student's anticipated needs
 - e. Any other relevant matter
3. Consider the special factors listed in items #5-9 above under "Development of the IEP," when reviewing the IEP of any student with a disability to whom one of those factors may apply

The IEP team shall also meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP. (Education Code 56343)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of

the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

~~***Note: Education Code 56195.8 mandates that the district's policy set forth procedures and timelines for the review of a classroom assignment of a student with a disability when so requested by a regular or special education teacher. Education Code 56195.8 does not state a specific deadline for the review. The following paragraph provides a timeline of 20 days for reviewing the request and 30 days for convening an IEP team meeting. The district should revise this timeline to be consistent with district practice and the policies and regulations of the SELPA in which the district participates and should specify the title of the individual responsible for the review, rather than "Superintendent or designee." ***~~

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.1; 20 USC 1414(d); 34 CFR 300.324)

~~***Note: Education Code 56157 specifies that when the district has placed a foster student in a nonpublic, nonsectarian school, the district must conduct an annual evaluation, as specified below. In addition, Education Code 56157 requires the nonpublic, nonsectarian school to report to the district regarding the educational progress made by the student. ***~~

If a student with a disability residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6173.1 - Education for Foster Youth)

When an IEP calls for a residential placement as a result of a review by an expanded IEP team, the IEP shall include a provision for a review, at least every six months, by the full IEP team of the case progress, the continuing need for out-of-home placement, the extent of compliance with

the IEP, and progress toward alleviating the need for out-of-home care. (Education Code 56043)

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414(d)(3)(A); 34 CFR 300.324)

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the Superintendent or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (20 USC 1414(d)(3)(D); 34 CFR 300.324)

Audio Recording of IEP Team Meetings

~~***Note: Pursuant to Education Code 56341.1, parents/guardians and the district may audio-record an IEP team meeting subject to certain requirements as specified in the following section. Audio recordings made by a district, SELPA, or county office of education are subject to the federal Family Educational Rights and Privacy Act (20 USC 1232g) and the confidentiality requirements of 34 CFR 300.610-300.626.***~~

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to: (Education Code 56341.1)

1. Inspect and review the audio recordings
2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights
3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and

scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that: (Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting
2. Indicate who will be in attendance at the meeting
3. Inform them of:
 - a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341(b)(6)
 - b. The provision of Education Code 56341(i) relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following: (Education Code 56341.5)

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414(d)(1)(A)(i)(VIII), and 34 CFR 300.320(b)
2. An indication that the student is invited to the IEP team meeting
3. Identification of any other agency that will be invited to send a representative

(cf. 5145.6 - Parental Notifications)

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

The parent/guardian shall have the right and opportunity to examine all of his/her child's school

records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting his/her child, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)

(cf. 5125 - Student Records)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend or conference telephone calls. (Education Code 56341.5; 20 USC 1414(f); 34 CFR 300.322)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Superintendent or designee is unable to convince the parent/guardian that he/she should attend. In such a case, the Superintendent or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall give the parents/guardians of a student with a disability a copy of his/her child's IEP at no cost. (Education Code 56341.5; 34 CFR 300.322)

Parent/Guardian Consent for Provision of Special Education and Services

Before providing special education and related services to any student, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian pursuant to 20 USC 1414(a)(1). The district shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if the parent/guardian refuses to consent to the initiation of services. If the parent/guardian does not consent to all of the components of the IEP, then

those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. (Education Code 56346)

If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise. (Education Code 56346)

~~***Note: 34 CFR 300.300 authorizes a parent/guardian to revoke, at any time and in writing, his/her consent for the continued provision of special education and related services to his/her child. Once this revocation has been received, the district need not convene an IEP team meeting or develop an IEP, but rather must promptly provide "prior written notice" and, within a reasonable period of time, discontinue all services to the child. For details regarding the contents of the prior written notice, see AR 6159.1 Procedural Safeguards and Complaints for Special Education.***~~

~~***Note: In addition, 34 CFR 300.300 and Education Code 56346 specify that a district may not override the parent/guardian's revocation by filing for a due process hearing or requesting mediation in order to require that services be provided. In such a situation, the district shall be deemed to be in compliance with the requirement to make free appropriate public education (FAPE) available to the student and is under no obligation to convene an IEP team meeting or to develop an IEP for further provision of special education and related services to the student.***~~

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

~~***Note: The following paragraph is optional and should be modified to reflect district practice.***~~

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services. In addition, the Superintendent or designee shall send a letter to the parent/guardian confirming the parent/guardian's decision to discontinue all services.

~~***Note: Pursuant to 34 CFR 300.9, when a parent/guardian revokes his/her consent for provision of special education services, the district is not required to amend the student's records to remove any reference to the student's prior receipt of special education services. In some~~

~~circumstances, a student who is no longer receiving special education services may be eligible for accommodation under Section 504 of the Rehabilitation Act of 1973; see BP/AR 6164.6— Identification and Education under Section 504. However, because the law is unclear, districts with questions should consult legal counsel, as appropriate. ***~~

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

~~***Note: Education Code 56325 details the requirements for students transferring from districts within and outside of California, as specified below. Districts should be careful to comply with the time requirements, though in Marshall v. Monrovia Unified School District, the Ninth Circuit Court of Appeals ruled in favor of defendant school district on the question of whether the district denied FAPE to a student with a disability by not developing a valid IEP within 30 days of the student's transfer into the district. The court reasoned that the delay in developing the IEP was minimal and that the student did not suffer any deprivation of educational benefit. ***~~

To facilitate the transition of a student with a disability who is transferring into the district, the Superintendent or designee shall take reasonable steps to promptly obtain the student's records, including his/her IEP and the supporting documents related to the provision of special education services. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from another school district within the same SELPA during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless his/her parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP. Within 30 days, the Superintendent or designee shall, in consultation with the student's parents/guardians, adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from an out-of-state district during the school year, the district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the Superintendent or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (Education Code 56325; 34 CFR 300.323)

(11/06 11/10) 3/12

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: September 12, 2012
Adopted: King City, CA

AR 7214 Facilities

General Obligation Bonds

Cautionary Notice: As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result of this flexibility, the district may choose to temporarily suspend certain provisions of the following policy or administrative regulation that reflect those requirements. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. Thus, districts should examine the terms of those contracts and agreements and consult with district legal counsel for additional guidance. Also see BP 2210 - Administrative Discretion Regarding Board Policy.

Election Notice

~~***Note: Notice and ballot requirements for bond elections are specified in Education Code 15120-15126. Additional requirements for bond measures with a 55 percent (Proposition 39) threshold are contained in Education Code 15272.***~~

Whenever the Governing Board orders an election on the question of whether general obligation bonds shall be issued for school facilities, the Superintendent or designee shall ensure that election notice and ballot requirements comply with Education Code 15120-15126 and 15272, as applicable.

Citizens' Oversight Committee

~~***Note: The following optional section is for use by districts that have appointed a citizens' oversight committee, as required by Education Code 15278 for districts that have had a general obligation bond approved under the 55 percent threshold. The section may also be adapted for use by districts that have had approval of a bond with 66.67 percent majority vote that choose to appoint an oversight committee at their discretion; see the accompanying Board policy.***~~

In the event that a bond is approved under the 55 percent majority threshold pursuant to Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution, the district's citizens' oversight committee shall consist of at least seven members including, but not limited to: (Education Code 15282)

1. One member active in a business organization representing the business community located within the district
2. One member active in a senior citizens organization

3. One member active in a bona fide taxpayers' organization
4. One member who is a parent/guardian of a child enrolled in the district
5. One member who is a parent/guardian of a district student and is active in a parent-teacher organization, such as the Parent Teacher Association or school site council

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1230 - School-Connected Organizations)

Members of the citizens' oversight committee shall be subject to prohibitions regarding incompatibility of office pursuant to Government Code 1125-1129 and financial interest in contracts pursuant to Government Code 1090-1099. (Education Code 15282)

(cf. 9270 - Conflict of Interest)

No employee, Board member, vendor, contractor, or consultant of the district shall be appointed to the citizens' oversight committee. (Education Code 15282)

Members of the citizens' oversight committee shall serve for a term of two years without compensation and for no more than two consecutive terms. (Education Code 15282)

The purpose of the citizens' oversight committee shall be to inform the public concerning the expenditure of bond revenues. The committee shall actively review and report on the proper expenditure of taxpayers' money for school construction and shall convene to provide oversight for, but not limited to, the following: (Education Code 15278)

1. Ensuring that bond revenues are expended only for the purposes described in Article 13A, Section 1(b)(3) of the California Constitution including the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities
2. Ensuring that, as prohibited by Article 13A, Section 1(b)(3)(A) of the California Constitution, no funds are used for any teacher and administrative salaries or other school operating expenses

In furtherance of its purpose, the committee may engage in any of the following activities: (Education Code 15278)

1. Receiving and reviewing copies of the annual, independent performance and financial audits required by Article 13A, Section 1(b)(3)(C) and (D) of the California Constitution

(cf. 3460 - Financial Reports and Accountability)

2. Inspecting school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements of Article 13(A), Section 1(b)(3) of the California Constitution
3. Receiving and reviewing copies of any deferred maintenance proposals or plans developed by the district, including any reports required by Education Code 17584.1
4. Reviewing efforts by the district to maximize bond revenues by implementing cost-saving measures including, but not limited to, the following:
 - a. Mechanisms designed to reduce the costs of professional fees
 - b. Mechanisms designed to reduce the costs of site preparation
 - c. Recommendations regarding the joint use of core facilities
(cf. 1330.1 - Joint Use Agreements)
 - d. Mechanisms designed to reduce costs by incorporating efficiencies in school site design
 - e. Recommendations regarding the use of cost-effective and efficient reusable facility plans
(cf. 7110 - Facilities Master Plan)

The district shall, without expending bond funds, provide the citizens' oversight committee with any necessary technical assistance and shall provide administrative assistance in furtherance of the committee's purpose and sufficient resources to publicize the committee's conclusions.
(Education Code 15280)

~~***Note: Pursuant to Government Code 54952, open meeting laws (the Brown Act) apply to any commission, committee, board, or other body created by formal action of the Governing Board, regardless of whether that body is permanent or temporary, decision making or advisory. ***~~

All citizens' oversight committee proceedings shall be open to the public and noticed in the same manner as proceedings of the Board. Committee meetings shall be subject to the provisions of the Ralph M. Brown Act. (Education Code 15280; Government Code 54952)

(cf. 9320 - Meetings and Notices)

The oversight committee shall issue regular reports, at least once a year, on the results of its activities. Minutes of the proceedings and all documents received and reports issued shall be a matter of public record and shall be made available on the district's web site. (Education Code 15280)

(cf. 1340 - Access to District Records)

~~***Note: The following optional paragraph may be revised to reflect district practice.***~~

The citizens' oversight committee may be disbanded following its review of the final performance and financial audits.

Reports

~~***Note: The following section applies to all bond elections.***~~

Within 30 days after the end of each fiscal year, the district shall submit to the County Superintendent of Schools a report concerning any bond election(s) containing the following information: (Education Code 15111)

1. The total amount of the bond issue, bonded indebtedness, or other indebtedness involved
2. The percentage of registered electors who voted at the election
3. The results of the election, with the percentage of votes cast for and against the proposition

(11/06 11/10) 3/12

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

First Reading: September 12, 2012

Adopted:

King City, CA

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

SUBJECT: Approval of Resolution #06:12/13 Sufficiency of Instructional Materials for the 2012-13 School Year

MEETING: September 12, 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
- 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:

This is the annual resolution to be approved by the State Administrator regarding the sufficiency of classroom textbooks.

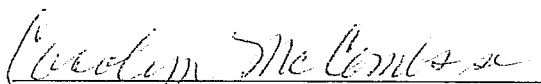
Recommendation:

The recommendation is being made to approve the resolution for sufficiency of textbooks.

Fiscal Impact:

None

Submitted By:



Carolyn McCombs,
Interim Director of Educational Services

Approved:



Daniel R. Morao, Ed.D.
State Administrator

**RESOLUTION OF THE GOVERNING BOARD OF THE
SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

**Resolution #06:12/13
Sufficiency of Instructional Materials for 2012-13 School Year**

On a motion of the State Administrator (“Administrator”) of the South Monterey County Joint Union High School District (“District”), the following resolution is adopted:

WHEREAS, the Administrator recognizes the importance of providing sufficient textbooks and instructional materials to implement the adopted instructional program and the Administrator places a high priority on the allocation of resources to provide sufficient textbooks and instructional materials in each subject for each student; and,

WHEREAS, on September 12, 2012, which is on or before the end of the eighth week of school, the Administrator adopted a resolution in compliance with Education Code, section 60119, and certified that the District had appropriated sufficient funds for textbooks and instructional materials to ensure that each student, including English learners, within the District, has sufficient textbooks and other instructional materials in each subject consistent with the content and cycles of the curriculum frameworks and that are aligned to the content standards adopted pursuant to Education Code Section 60605; and,

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home; and,

WHEREAS, each student, including English learners, in each school in the District has sufficient textbooks and instructional materials in Mathematics, Science, History-Social Science, and English/Language Arts, including the English Language Development component of adopted programs; and,

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes and laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive; and,

WHEREAS, the State Administrator provided at least ten (10) days notice of the public hearing posted in at least three (3) places within the district that stated the time, place, and purpose of the hearing; and,

WHEREAS, the Administrator has encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing;

NOW, THEREFORE BE IT RESOLVED and found that the Administrator hereby determines, as required by Education Code section 60119, that each student in each school in the District has been provided sufficient textbooks and other instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

BE IT FURTHER RESOLVED, that the State Administrator, or his designee, is authorized and directed to submit the required certification to the California Department of Education indicating that the District has complied with requirements of Education Code section 60119.

THE AFOREGOING RESOLUTION was adopted by the State Administrator of the South Monterey County Joint Union High School District at a meeting held on the 12th day of September, 2012:

PASSED AND ADOPTED by the State Administrator of the South Monterey County Joint Union High School District.

Daniel R. Moirao, Ed.D., State Administrator
South Monterey County Joint Union High School District

South Monterey County Joint Union High School District
English Language Arts Instructional Materials

School	Course Title	Publisher	Textbook Title	Year Published
GHS	READ 180/Sys 44	Scholastic, Inc.	R Book Read Write and React	2005
GHS	ELA 9 9/SDAIE	Glencoe	Literature: The Readers Voice - Course 4	2002
GHS	ELA 9 Pre-AP	Glencoe	Literature: The Readers Voice Course 4	2002
GHS	ELA 10/10 SDAIE	Glencoe	Literature: The Readers Voice - Course 5	2002
GHS	English 11 AP	Glencoe	American Literature: The Readers Voice	2002
GHS	ELA 11/11 SDAIE	Glencoe	American Literatue: The Readers Voice	2002
GHS	English 12 AP	Glencoe	British Literature: The Readers Voice	2002
GHS	ELA 12 ERWC/SDAIE	Glencoe	CSUMB ERWC Resources	2006
GHS	ELD 1/2	Hampton-Brown	Edge Fundamentals	2005
GHS	ELD 3	Hampton-Brown	Edge Level A	2005
GHS	Special Ed. Language Arts	McGraw-Hill	Literature: REACH; Basic English Skills	2004; 2001
GHS	Special Ed. Language Arts	Globe Fearon	Pacemaker English Composition	2002
KCHS	READ 180/Sys 44	Scholastic, Inc.	R Book Read Write and React	2005
KCHS	ELA 9/9 SDAIE	Glencoe	Literature: The Readers Voice - Course 4	2002
KCHS	ELA 9 Pre-AP	Glencoe	Literature: The Readers Voice Course 4	2002
KCHS	ELA 10/10 SDAIE	Glencoe	Literature: The Readers Voice - Course 5	2002
KCHS	ELA 11 AP	Glencoe	Adventures in American Literature	1989
KCHS	ELA 11/11 SDAIE	Glencoe	American Literature: The Readers Voice	2002
KCHS	ELA 12 AP	Glencoe	British Literature: The Readers Voice	2002

South Monterey County Joint Union High School District
English Language Arts Instructional Materials

School	Course Title	Publisher	Textbook Title	Year Published
KCHS	ELA 12 ERWC/SDAIE	Glencoe	CSUMB ERWC Resources	2006
KCHS	ELD 1/2	Hampton-Brown	Edge Fundamentals	2005
KCHS	ELD 3	Hampton-Brown	Edge Level A	2005

South Monterey County Joint Union High School District
Foreign Language Instructional Materials

School	Course Title	Publisher	Textbook Title	Year Published
GHS	Spanish 1	Holt	Ven Conmigo Level 1	2003
GHS	Spanish 2	Holt	Ven Conmigo Level 2	2003
GHS	Spanish 3	Holt	Ven Conmigo Level 3	2003
GHS	Spanish 4	Holt	Ven Conmigo Level 4	2003
GHS	Spanish F	Sociedad General	Nuevas Narraciones	2002
GHS	Spanish for Fluent Speakers	Glencoe	Repaso	2002
GHS	AP Spanish Literature	McDougal-Littell	Abriendo Puertas Antologia de Literatura en Espanol - Tomo I/II	2003
GHS	AP Spanish Literature	PBD Inc.	Lecturas Avanzadas	2008
GHS	French 1	McDougal-Littell	Discovering French Bleu	1997/1998/2003
GHS	French 1	McDougal-Littell	Discovering French Bleu - Activity Book	2003
GHS	French 2	McDougal-Littell	Discovering French Blanc	1997/1998/2003
GHS	French 2	McDougal-Littell	Discovering French Blanc - Activity Book	2003
GHS	French 3	McDougal-Littell	Discovering French Rouge	2003
GHS	French 3	McDougal-Littell	Discovering French Rouge - Activity Book	2003
GHS	French 4	McDougal-Littell	Personnages - 3rd Ed.	2003
GHS	ASL 1	Sign Media, Inc.	Master ASL! Level One	2006
KCHS	Spanish 1	Vista	Descubre 1	2003
KCHS	Spanish 2	Vista	Descubre 2	2003
KCHS	Spanish 3	Vista	Descubre 3	2003
KCHS	Spanish for Fluent Speakers	Glencoe	Nosotros y Nuestro Mundo: Spanish - Spanish Speakers	1997
KCHS	Italian 1	Alma Publishing	Chiro	2010
KCHS	Italian	Progetto	Progetto Italiano, Junior Beginner	2011
KCHS	Italian	Progetto	Progetto Italiano, Junior 2	2011
KCHS	ASL 1	Sign Media, Inc.	Master ASL! Level One	2006

South Monterey County Joint Union High School District
Mathematics Instructional Materials

School	Course Title	Publisher	Textbook Title	Year Published
GHS	Consumer Math	AGS	Mathematics	2001
GHS	Algebra 1	Prentice-Hall	California Algebra I	2008
GHS	Algebra 1 SDAIE	Prentice-Hall	California Algebra I	2008
GHS	Algebra Support	American Books	Passing the California Algebra I State Exam; California Math Review	2007
GHS	Algebra Readiness	Prentice-Hall	California Algebra Readiness	2008
GHS	Geometry	McDougal-Littell	California Geometry	2007
GHS	Algebra 2/Trigonometry	McDougal-Littell	Algebra & Trigonometry - Structure & Method - 2nd edition	2007
GHS	Pre-Calculus	McDougal-Littell	Pre-Calculus with Limits	2007
GHS	Calculus AP	Prentice-Hall	Calculus - Graphical, Numerical, Algebraic	2007
GHS	Special Ed. Algebra 1A/1B	AGS	Algebra	2002
GHS	Special Ed. Math Support	AGS	Basic Math Skills	2002
GHS	Special Ed. Pre-Algebra	AGS	Pre-Algebra	2005
KCHS	Algebra 1 SDAIE	Prentice-Hall	California Algebra I	2008
KCHS	Algebra 1	Prentice-Hall	California Algebra I	2008
KCHS	Algebra 1 Honors	Prentice-Hall	California Algebra 1	2008
KCHS	Algebra 1 Support	Prentice-Hall	California Algebra 1	2008
KCHS	Algebra Readiness	Prentice-Hall	California Algebra Readiness	2008
KCHS	Exit Exam Math Preparation	Math Teachers Press	Conquering the CAHSEE	2004
KCHS	Geometry	McDougal-Littell	California Geometry	2007
KCHS	Algebra 2	Prentice-Hall	California Algebra II	2008
KCHS	Math Analysis	Prentice-Hall	Pre-Calculus with Limits	2007
KCHS	Calculus AP	Prentice-Hall	Calculus	2007
KCHS	Special Ed. Algebra 1/2	AGS	Algebra	2002

South Monterey County Joint Union High School District
History/Social Science Instructional Materials

School	Course Title	Publisher	Textbook Title	Year Published
GHS	World History SDAIE	AGS	Experiencing World History	2006
GHS	World History	Houghton Mifflin	Patterns of Interaction	2006
GHS	Special Ed. World Hist.	AGS	World History	2005
GHS	US History AP	Houghton Mifflin	Making America	2006
GHS	US History	McDougall-Littell	The Americans	2006
GHS	Special Ed. US History	AGS	United States History	2001
GHS	Economics	Glencoe	Economics: Principles and Practices	2006
GHS	Civics	Prentice Hall	Magraders American Government	2006
KCHS	World History SDAIE	AGS	World History	2006
KCHS	World History	Houghton Mifflin	Patterns of Interaction	2006
KCHS	Special Ed. World Hist.	AGS	World History	2005
KCHS	US History AP	DC Heath	American Pageant	2006
KCHS	US History	McDougall-Littell	The Americans	2006
KCHS	US History SDAIE	McDougall-Littell	Creating America	2006
KCHS	Special Ed. US History	AGS	United States History	2001
KCHS	Economics	McDougall-Littell	Economics: Concepts and Choices	2007
KCHS	Ag Business Management	McDougall-Littell	Economics: Concepts and Choices	2007
KCHS	Civics	Prentice Hall	Magraders American Government	2006

South Monterey County Joint Union High School District
Science Instructional Materials

School	Course Title	Publisher	Textbook Title	Year Published
GHS	Life Science	Glencoe	Life Science	1997
GHS	Earth Science	McDougal-Littell	Earth Science	2005
GHS	Biology	Holt	Biology	2004
GHS	Chemistry	Houghton Mifflin	Introductory Chemistry	2000
GHS	AP Biology	Pearson	Biology - AP edition	2008
GHS	Physics	Scott Foresman	Conceptual Physics	1999
GHS	Physics	McGraw-Hill	Principles & Problems	2002
GHS	Special Ed. Earth Science	AGS	Earth Science	2004
GHS	Special Ed. Life Science	AGS	Cycles of Life	2004
GHS	Ag Mechanics	Elmer L. Cooper	Agricultural Mechanics	1997
GHS	Floristry	Delmar	The Art of Floral Design	2000
GHS	Floristry	Glencoe	Art Talk	2005
GHS	Ag Earth Science	Pearson	CA PH Earth Science	2006
KCHS	Introduction to Biology	Glencoe	Life Science	2005
KCHS	Intro to Ag Biology	Elmer L. Cooper	Agriscience: Fundamentals & Applications	1997
KCHS	Earth Science	McDougal Little	Earth Science	2005
KCHS	Ag Earth Science	McDougal Little	Earth Science	2005
KCHS	Earth Science SDAIE	McDougal Little	Earth Science	2005
KCHS	Biology	Holt	Modern Biology	2002
KCHS	Ag Biology	Holt	Modern Biology	2002
KCHS	Chemistry	Glencoe	Chemistry: Matter and Change	2005
KCHS	Ag Chemistry	Glencoe	Chemistry: Matter and Change	2005
KCHS	AP Biology	Pearson	Biology - AP edition	2002
KCHS	Physics	Glencoe	Physics: Principles & Problems	2005
KCHS	Forensic Science	Prentice Hall	Criminalistics	2008

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Resolution to establish fund 56

MEETING: September 12, 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:

A Fund 56, Debt Service Fund, is necessary to hold the approximately \$1.25 million that is required to be set aside in the event that the district is unable to make future Ibank bond payments. This money is currently being held in Fund 17, however, a Debt Service Fund is more appropriate.

Recommendation:

Approve the resolution to establish Fund 56

Fiscal Impact:

None

Submitted By:

M. Mendonca

Approved:

Daniel R. Moirao

Daniel R. Moirao Ed. D
State Administrator

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION NO. 07:12/13**

ESTABLISHMENT OF A DEBT SERVICE FUND NO. 56

WHEREAS, the South Monterey County Joint Union High School District wishes to establish a Debt Service fund, as permitted in Education Code section 47651; and

WHEREAS, the purpose for which this fund shall be established is to hold funds to be used in the event that the District is unable to make future IBank lease revenue bond payments.

NOW, THEREFORE, BE IT RESOLVED by the State Administrator of said School District that a Debt Service Fund shall be established in the amounts as needed for said purpose or purposes; and

BE IT FURTHER RESOLVED, that the State Administrator shall authorize, by this resolution, the County Auditor and the County Treasurer to establish a Debt Service Fund for said district; and

BE IT FURTHER RESOLVED, that the State Administrator, by written authorization to the County Superintendent of Schools, shall request during the fiscal school year the transfer or deposit of funds by the County Auditor and the County Treasurer to the Debt Service Fund of said district.

PASSED AND ADOPTED by the State Administrator of the South Monterey County Joint Union High School District this 12th day of September 2012.

I, Daniel R. Moirao, Ed.D, hereby certify that the foregoing is 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 a meeting thereof held on the 12th day of September 2012.

Signed: _____

Daniel R. Moirao, Ed.D. State Administrator
South Monterey County Joint Union High School District
County of Monterey , State of California

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

SUBJECT: Approval of Resolution # 08:12/13 to Establish
Classified Senior Management Designation

MEETING: September 12, 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
- _____ Develop/Sustain Fiscal Crisis Long-Term Solution
- _____ Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- _____ Ensure that Facilities are Safe for Staff and Students
- XX _____ Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Under Education Code (EC) section 45100 and 45108.5 the Governing Board may adopt a resolution designating certain positions, including the CBO as senior management of the classified service. Under EC 45100.5(b), "Employees whose positions are designated as senior management of the classified service shall be a part of the classified service and shall be afforded all rights, benefits, and burdens of other classified employees, except that they shall be exempt from all provision relating to obtaining permanent status in a senior management position.

Recommendation:

It is recommended that the State Administrator adopt Resolution #08:12/13 designating the Chief Business Official as a Senior Manager in the South Monterey County Joint Union High School District

Fiscal Impact:

No additional fiscal impact

Submitted By:



Daniel R. Moirao, Ed.D.
State Administrator

Approved:



Daniel R. Moirao Ed.D.
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 08:12/13

**RESOLUTION TO DESIGNATE SPECIFIED POSITION AS SENIOR
MANAGEMENT OF THE CLASSIFIED SERVICE**

WHEREAS, Education Code sections 45100.5 and 45108.5 permit the Governing Board to designate classified positions in this District as senior management; and

WHEREAS, employees whose positions are designated as senior management of the classified service shall be a part of the classified service and shall be afforded all rights, benefits, and burdens of other classified employees, except that they shall be exempt from all provisions relating to obtaining permanent status in a senior management position; and

WHEREAS, notice of reassignment or dismissal from a position in the senior management of the classified service shall be provided in accordance with the provisions of Education Code section 35031;

THEREFORE, BE IT RESOLVED by the Governing Board of the South Monterey County Joint Union High School District that the position of *Chief Business Officer* is a senior management classified position under the provisions of Education Code section 45108.5.

BE IT FURTHER RESOLVED that the Superintendent, or his/her designee, is directed to enter into a contract on behalf of the Governing Board with the person hired into or occupying this position reflecting the status of the position as senior management for a term and compensation set by the Governing Board.

I, Daniel Moirao, Ed.D., State Administrator of the South Monterey County Joint Union High School District, hereby certify that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the State Administrator at meeting thereof held on the 12th day of September, 2012.

State Administrator
South Monterey County Joint Union High School District
County of Monterey, State of California

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

SUBJECT: Nomination for CSBA Directors-at-Large, Asian/
Pacific Islander and Hispanic

MEETING: September 12, 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
- _____ 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 California School Boards Association is accepting nominations for Director-at-Large Asian/Pacific Islander and Hispanic. The deadline for the nomination is due no later than Friday, September 28.

Recommendation:

The recommendation is being made for the Board to submit any name by September 28.

Fiscal Impact:

There is no fiscal impact to the district.

Submitted By:



Daniel R. Moirao, Ed.D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

*TIME SENSITIVE – For Board ACTION –
Nominations due Friday, September 28, 2012
Please deliver to all governing board members*

August 1, 2012

MEMORANDUM

TO: All Presidents and Superintendents
CSBA Member Districts and County Offices of Education

FROM: Jill Wynns, President

SUBJECT: Call for Nominations for Directors-at-Large, Asian/Pacific Islander and Hispanic

Nominations for CSBA Director-at-Large, Asian/Pacific Islander and Hispanic are currently being accepted until **Friday, September 28, 2012**. Nomination forms and all information related to the election process are available to download at www.csba.org/AboutCSBA.aspx.

The elections will take place at CSBA's Delegate Assembly meeting at the San Francisco Westin St. Francis hotel on November 28 – 29. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark or fax deadline for the nomination form and the required two letters of recommendation is **Friday, September 28**. A valid nomination includes:

- **A completed, signed nomination form.** *It is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.*
- **Two letters of recommendation** (one page, single-sided). These letters may be submitted by a:
 - 1) Member district or county office of education (COE) board
A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."
 - 2) Individual board member from a member district or COE
 - 3) Board member organization
- **A completed, signed and dated candidate's form completed by the nominee is due to CSBA by Friday, October 5.** *(The candidate's form and the two letters of recommendation will be printed in the Delegate Assembly agenda exactly as submitted.)*

The current Directors-at-Large are as follows:

- Asian/Pacific Islander – Audrey Yamagata-Noji (Santa Ana USD)
- Hispanic – Susan Heredia (Natomas USD)

For further information, please contact the Leadership Services department at 800-266-3382. Thank you.





**CSBA Board of Directors
2012 Director-at-Large Nominations & Elections FAQ**

What are the required meetings?

- Five CSBA Board of Directors meetings, which are typically held on weekends in January, late March/early April, May (Friday), September, and November (Tuesday)
- Two Delegate Assembly meetings (May and November/December)

What is the term for Directors-at-Large? Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

Who can run for Directors-at-Large, Asian/Pacific Islander and Hispanic? Any member of a district or county office of education board that is a member of CSBA.

Who can nominate the Directors-at-Large, Asian/Pacific Islander and Hispanic? Any district board or county office of education whose board is a member of CSBA.

What does a valid nomination consist of?

- 1) A completed, signed nomination form due Friday, September 28.
- 2) Two letters of recommendation (one page, single-sided, due Friday, September 28) from:
 - a) Member boards (*A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."*)
 - b) Individual board members from a member districts or COEs
 - c) A board member organization
- 3) A completed candidate's form from the nominee is due Friday, October 5.

Can the same board that nominates also submit a letter of recommendation? Yes.

When are the nomination forms and two letters of recommendations due? The U.S. Postal Service postmark or fax deadline is Friday, September 28, 2012.

Where do I return completed nomination and biographical sketch forms?

California School Boards Association, 3100 Beacon Blvd., P.O. Box 1660 | West Sacramento, CA 95691-1660
Fax: (916) 669-3305 or (916) 371-3407

When and where are the elections held? The elections will take place November 28 – 29 at CSBA's Delegate Assembly meeting at the San Francisco Westin St. Francis hotel.

Who is the current CSBA Director-at-Large Asian/Pacific Islander? Audrey Yamagata-Noji (Santa Ana USD)

Who is the current CSBA Director-at-Large Hispanic? Susan Heredia (Natomas USD)

For additional information, please contact Leadership Services staff at (800) 266-3382.

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

SUBJECT: Approval of Resolution 09:12/13 in Support of
Proposition 30 the Schools and Local Public Safety
Protection Act of 2012

MEETING: September 12, 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
- 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:

Proposition 30 known as the Schools and Local Public Safety Protection Act of 2012 would temporarily increase income taxes and the state sales tax. The initiative is a solution to reduce the state budget deficit and protect schools from reductions in the current school district budget.

Recommendation:

It is recommended that the State Administrator accept Resolution #09:12/13 in support of Proposition 30, the Schools and Local Public Safety Protection Act of 2012.

Fiscal Impact:

Submitted By:



Daniel R. Moirao, Ed.D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION #09:12/13**

**RESOLUTION IN SUPPORT OF PROPOSITION 30
THE SCHOOLS & LOCAL PUBLIC SAFETY PROTECTION ACT**

WHEREAS, the Board of Education of the South Monterey County Joint Union High School District is taking a stand for our local schools and public safety by supporting Proposition 30, the Schools & Local Public Safety Protection Act on the November 2012 ballot; and

WHEREAS, California's schools are at the breaking point after more than \$20 billion in cuts over the last four years; and

WHEREAS, California's classrooms are among the most crowded in the country and per pupil spending ranks near the bottom of all states, 47th out of 50; and

WHEREAS, California schools employ 30,000 fewer educators than they did four years ago; and

WHEREAS, budget cuts to local schools have compromised the quality of our student's education; and

WHEREAS, without Prop. 30, California's schools face another \$6 billion in devastating, automatic cuts this year, which will result in a shorter school year and reductions in course offerings and support for students; and

WHEREAS, we can't keep cutting schools and expect our economy to grow; and

WHEREAS, Prop. 30 is the only initiative that will prevent \$6 billion in trigger cuts and increase school funding by billions of dollars starting this year; and

WHEREAS, Prop. 30 also protects local public safety funding and helps balance the budget to get California back on track; and

WHEREAS, Prop. 30 protects schools and taxpayers by directing money into a special account for public schools that the legislature can't touch and prevents any money from being used for state bureaucracy; and

WHEREAS, mandatory, independent annual audits will insure Prop. 30 funds are spent ONLY for schools and public safety; and

WHEREAS, Prop. 30 is supported by Governor Jerry Brown, the Association of California School Administrators, California Teachers Association, the California Federation of Teachers, the California School Boards Association, California County Superintendents Educational Services Association, California School Employees Association, University of California Board of Regents, California State University Board of Trustees; therefore

BE IT RESOLVED that the South Monterey County Joint Union High School District Board of Education strongly supports Prop. 30 and urges Californians to vote YES on Prop. 30 to take a stand for our schools

Adopted by the State Administrator of the South Monterey County Joint Union High School District on September 12, 2012:

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

SUBJECT: Board Policies – Second Reading

MEETING: September 12, 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 11 policies were reviewed at the August 8, 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

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*; 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. 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)

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

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

Adopted: September 12, 2012

King City, California

BP 1312.3 Community Relations

Uniform Complaint Procedures

The Governing Board recognizes 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 use the uniform complaint procedures to resolve any complaint alleging unlawful discrimination 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 training programs, child care and development programs, child nutrition programs, 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. 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.

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

Adopted: September 12, 2012

King City, California

AR 1312.3 Community Relations

Uniform Complaint Procedures

Compliance Officers

The following compliance officer(s) shall receive and investigate complaints and shall ensure district compliance with law:

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 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 all the parties the possibility of using mediation. If the parties agree 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

Within 10 days of receiving the complaint, the compliance officer shall provide *the complainant and/or his/her representative* 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, failure or refusal to cooperate in the investigation, or 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)

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, 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. 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 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, a complainant 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

Adopted: September 12, 2012

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,)
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**

Adopted: September 12, 2012

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 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 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 verbal, physical, or visual conduct that is *based on any of the prohibited categories of discrimination listed above and that is so severe and pervasive that it adversely affects an individual's employment opportunities, or has the purpose or effect of unreasonably interfering with 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, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy 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 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 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 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**

Adopted: September 12, 2012

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

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 the State Seal of Biliteracy to each graduating high school student who has attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English. (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

35310-35319 Scholarship and loan funds
44015 Awards to employees and students
51243-51245 Credit for private school foreign language instruction
51450-51455 Golden State Seal Merit Diploma
51460-51464 State Seal of Biliteracy
52164.1 Assessment of English language skills of English learners
CODE OF REGULATIONS, TITLE 5
876 Golden State Seal Merit Diploma
1632 Credit for private school foreign language instruction
11510-11516 California English Language Development Test
Management Resources:
WEB SITES
CSBA: <http://www.csba.org>
California Department of Education:
<http://www.cde.ca.gov>"><http://www.cde.ca.gov>
Californians Together: <http://www.californianstogether.org>
(7/04 3/09) 3/12

AR 5126 Students

Awards For Achievement

District/School Awards

The Superintendent or designee may appoint an awards committee at each school 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 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, 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, 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, include World History or any additional exams 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 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 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 Golden State Seal Merit Diploma, State Seal of Biliteracy, and/or any district awards programs to students at the applicable grade levels.

(7/04 3/09) 3/12

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

Adopted: September 12, 2012

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, and 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>

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Policy

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: September 12, 2012

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**

Adopted: September 12, 2012

King City, California

BP 5145.3 Students

Nondiscrimination/Harassment

The Governing Board desires to 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. 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 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, employees and volunteers shall carefully guard against segregating or stereotyping 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 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 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>

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**

Adopted: September 12, 2012

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>

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

Adopted: September 12, 2012

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

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

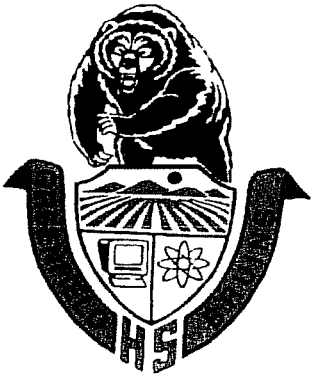
WEB SITES

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/lr/fa>

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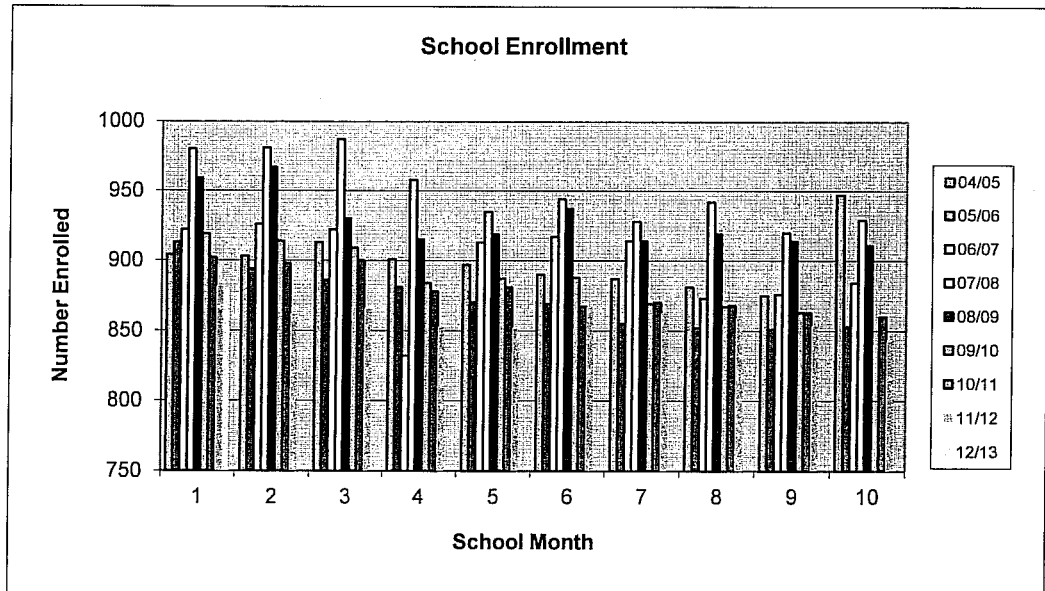
GREENFIELD HIGH SCHOOL

Lisa Mazza, Principal
 Monthly School Statistics
 August 2012

School Enrollment

School Month

	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13
1	904	913	922	980	959	919	902	882	880
2	903	894	926	981	967	914	898	862	
3	913	886	922	987	930	909	900	866	
4	901	881	832	958	915	884	878	853	
5	897	870	913	935	919	887	881	852	
6	890	869	917	944	937	888	867	867	
7	887	855	914	928	914	869	870	863	
8	881	852	873	942	919	867	868	859	
9	875	851	876	920	914	863	863	854	
10	947	853	884	929	911		860	844	
Average	899.8	872.4	897.9	950.4	928.5	888.889	878.7	860.2	880





GREENFIELD HIGH SCHOOL

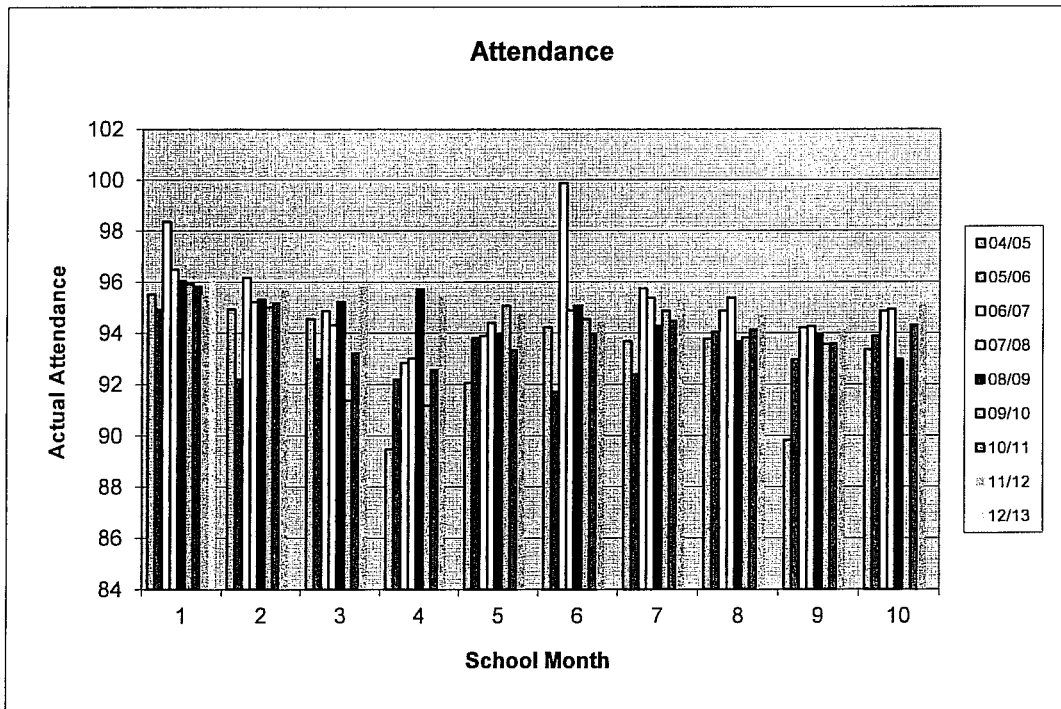
Lisa Mazza, Principal

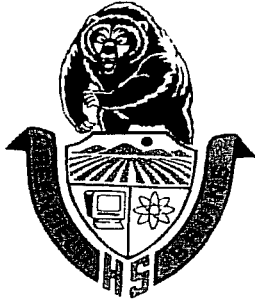
Monthly School Statistics

August 2012

School Attendance Percentages

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13
1	95.52	94.91	98.36	96.49	96.03	95.92	95.82	95.51	96.17
2	94.92	92.17	96.17	95.21	95.31	95	95.16	95.70	
3	94.55	92.98	94.86	94.31	95.21	91.37	93.21	95.85	
4	89.47	92.18	92.83	93.02	95.72	91.17	92.55	95.41	
5	92.06	93.8	93.89	94.40	93.95	95.06	93.34	94.72	
6	94.23	91.71	99.87	94.89	95.06	94.55	93.95	94.42	
7	93.69	92.39	95.75	95.38	94.28	94.86	94.47	95.36	
8	93.77	94.04	94.88	95.38	93.67	93.82	94.13	94.69	
9	89.82	92.95	94.20	94.26	93.95	93.56	93.57	94.18	
10	93.35	93.88	94.85	94.92	92.97		94.3	95.13	
Average	93.14	93.10	95.57	94.83	94.62	93.92	94.05	95.10	96.17



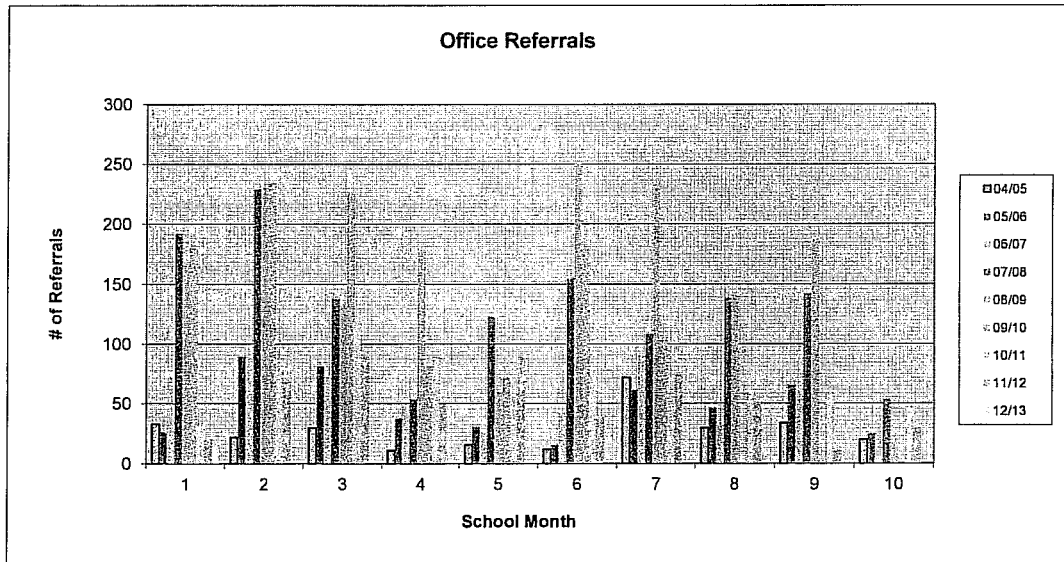


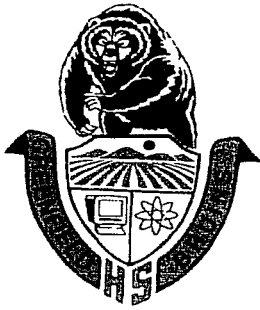
GREENFIELD HIGH SCHOOL

Lisa Mazza, Principal
 Monthly School Statistics
 August 2012

Office Referrals

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13
1	33	27	35	193	166	181	34	21	14
2	22	90	90	230	231	235	79	69	
3	30	82	73	138	132	226	120	90	
4	11	38	48	54	178	82	89	50	
5	16	31	25	123	61	72	53	89	
6	12	16	42	155	251	180	72	39	
7	72	62	91	109	234	104	57	75	
8	30	47	34	139	141	0	60	52	
9	34	66	59	142	188	2	59	11	
10	20	25	6	54	17		48	29	
Average	28	48.4	50.3	133.7	159.9	120.222	67.1	52.5	14





GREENFIELD HIGH SCHOOL

Lisa Mazza, Principal
 Monthly School Statistics
 August 2012

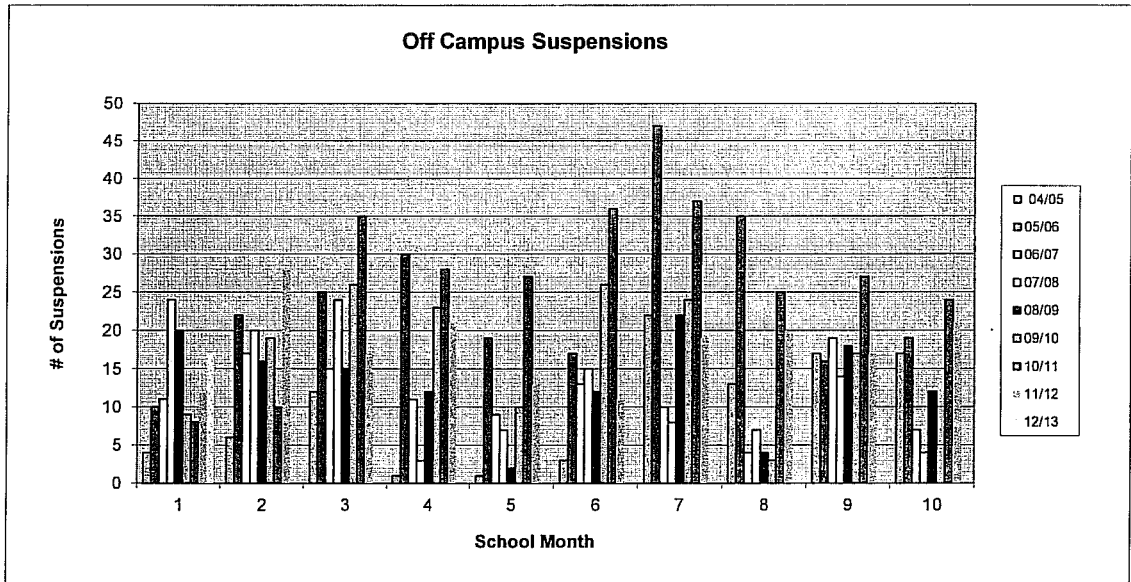
Off Campus Suspensions

School Month

	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13
1	4	10	11	24	20	9	8	12	17
2	6	22	17	20	16	19	10	28	
3	12	25	15	24	15	26	35	17	
4	1	30	11	3	12	23	28	21	
5	1	19	9	7	2	10	27	13	
6	3	17	13	15	12	26	36	11	
7	22	47	10	8	22	24	37	19	
8	13	35	4	7	4	3	25	20	
9	17	16	19	14	18	17	27	17	
10	17	19	7	4	12		24	21	

Average

9.6	24	11.6	12.6	13.3	17.44444	25.7	17.9	17
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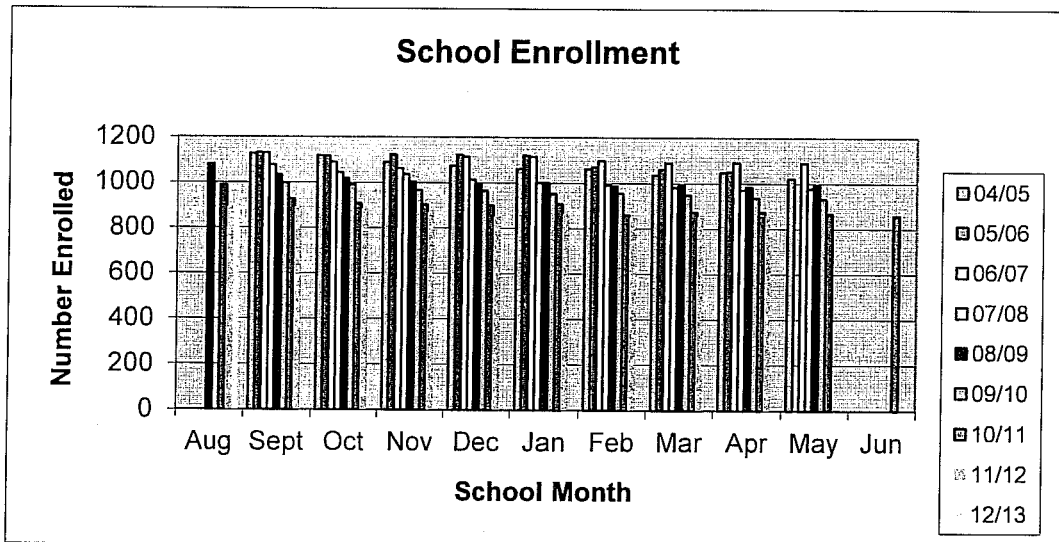


KING CITY HIGH SCHOOL

Janet Sanchez-Matos
 Monthly School Statistics
 August 7th - August 31st

SCHOOL ENROLLMENT

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13
Aug					1080		988	891	897
Sept	1127	1132	1130	1077	1033	997	928	891	
Oct	1118	1117	1090	1044	1019	991	907	887	
Nov	1089	1123	1063	1038	1004	967	903	871	
Dec	1075	1123	1114	1014	998	966	901	852	
Jan	1062	1121	1116	1002	1002	953	908	865	
Feb	1062	1070	1099	992	988	956	861	852	
Mar	1036	1060	1090	982	992	949	873	854	
Apr	1048	1051	1091	972	985	936	873	859	
May	1022		1089	977	992	932	867		
Jun							858		
Year Average	1071	1100	1098	1011	1009	961	897	869	897



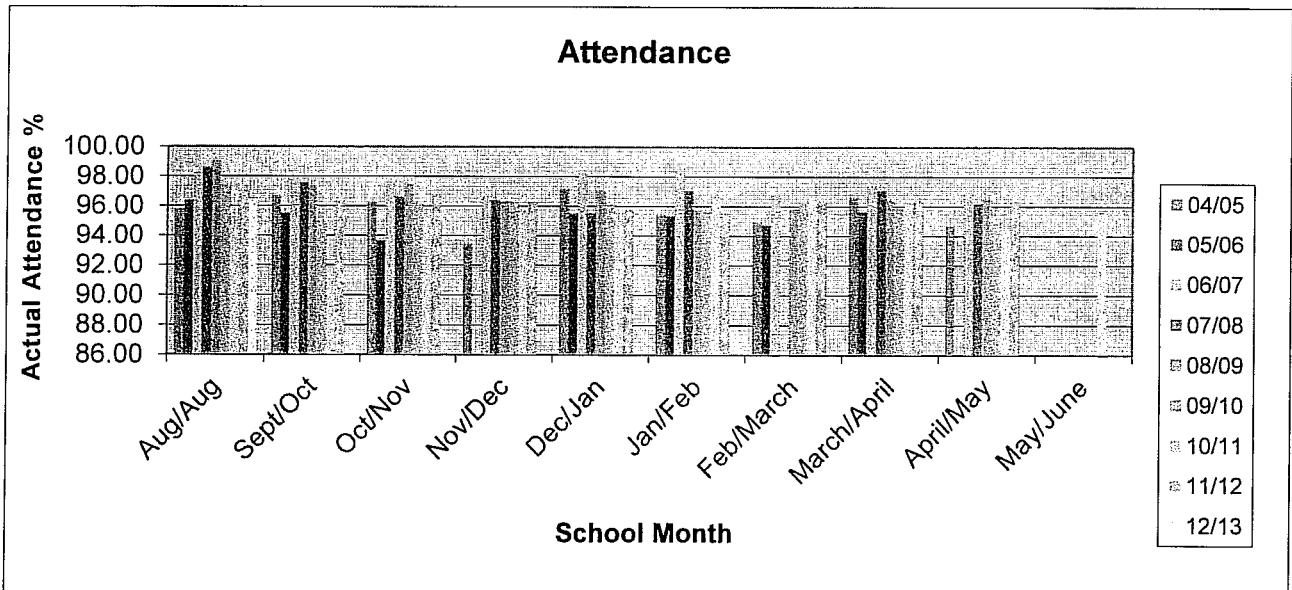
KING CITY HIGH SCHOOL

Janet Sanchez-Matos
 Monthly School Statistics
 August 7th - August 31st

SCHOOL ATTENDANCE PERCENTAGES

School Month 04/05 05/06 06/07 07/08 08/09 09/10 10/11 11/12 12/13

Aug/Aug	95.80	96.40	98.30	98.60	99.08	97.40	94.49	97.07	96.50
Sept/Oct	96.70	95.55	97.89	97.60	97.37	95.00	90.90	96.40	
Oct/Nov	96.27	93.71	97.52	96.62	97.53	96.20	95.35	96.73	
Nov/Dec	93.47		96.63	96.41	96.31	96.30	95.65	96.25	
Dec/Jan	97.15	95.51	98.20	95.53	97.06	96.10	94.72	95.70	
Jan/Feb	95.43	95.37	98.65	97.03	95.76	95.60	96.65	95.53	
Feb/March	94.93	94.76	96.70		95.80	96.20	96.54	96.35	
March/April	96.60	95.66	97.36	97.08	96.47	95.90	96.23	96.34	
April/May	94.70		96.81	96.19	96.44	94.90	94.32	96.31	
May/June							95.59		
Year Average	95.67	95.28	97.56	96.88	96.87	95.96	95.04	96.30	96.50

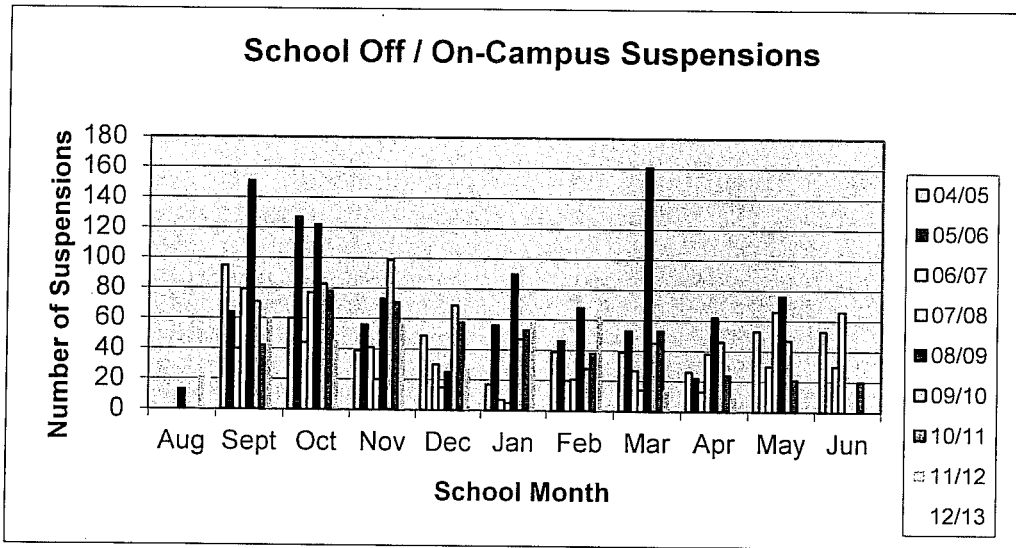


KING CITY HIGH SCHOOL

Janet Sanchez-Matos
 Monthly School Statistics
 August 7th - August 31st

SCHOOL OFF / ON-CAMPUS SUSPENSIONS

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13
Aug					13			22	30
Sept	95	64	40	79	151	71	42	61	
Oct	60	127	44	77	122	83	78	46	
Nov	39	56	41	20	73	99	71	57	
Dec	49		30	15	25	69	58	28	
Jan	17	56	7	5	90	47	53	59	
Feb	39	46	20	21	68	28	38	63	
Mar	39	53	27	14	161	45	53	14	
Apr	26	22	13	38	62	46	24	10	
May	53		30	66	76	47	21		
Jun	53		30	66			20		
Year Average	47	61	28	40	84	59	46	40	30

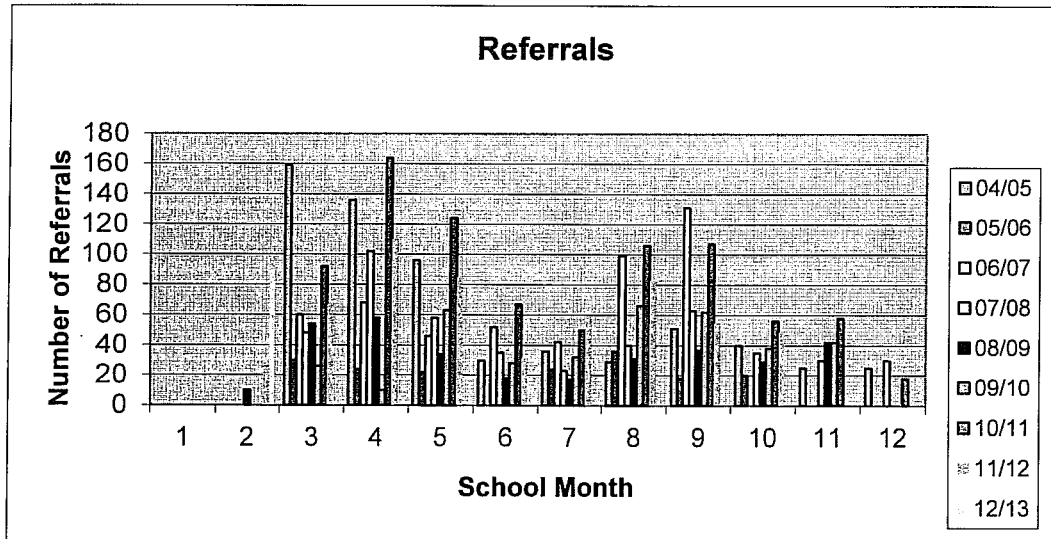


KING CITY HIGH SCHOOL

Janet Sanchez-Matos
 Monthly School Statistics
 August 7th - August 31st

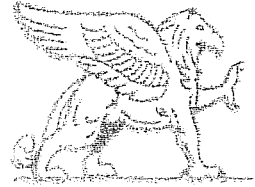
REFERRALS

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13
Aug					10			27	91
Sept	159	30	60	48	54	26	92	67	
Oct	136	24	68	102	58	10	164	110	
Nov	96	22	46	58	34	63	124	85	
Dec	30		52	35	18	28	67	32	
Jan	36	24	42	23	17	32	50	59	
Feb	29	36	99	40	31	66	106	83	
Mar	51	18	131	63	37	62	107	55	
Apr	40	20		35	29	38	56	49	
May	25			30	42	42	58		
Jun	25			30			18		
Year Average	63	25	71	46	33	41	84	63	91



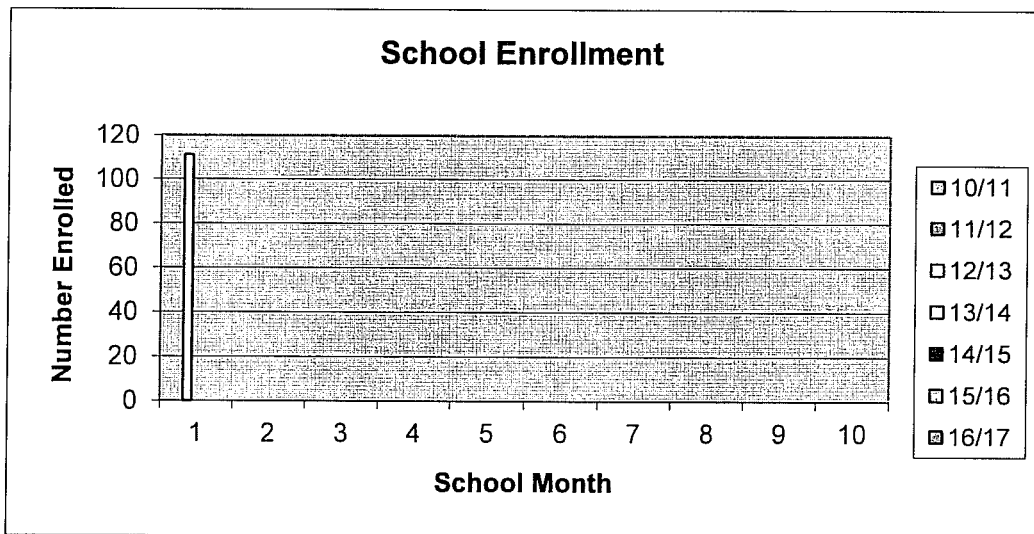
PORTOLA-BUTLER CONT. HIGH SCHOOL

Carolyn McCombs
 Monthly School Statistics
 SEPTEMBER 2012



SCHOOL ENROLLMENT

School Month	10/11	11/12	12/13	13/14	14/15	15/16	16/17
1		0	111	0	0	0	0
2							
3							
4							
5							
6							
7							
8							
9							
10							
Average	#DIV/0!	0	111	0	0	0	0



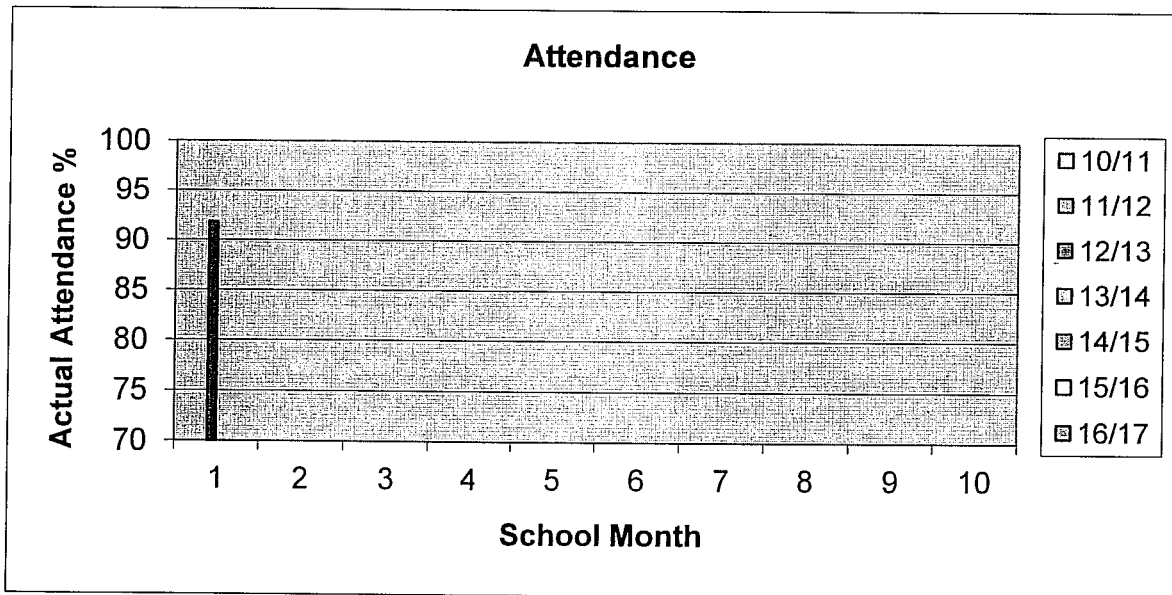
PORTOLA-BUTLER CONT. HIGH SCHOOL

Carolyn McCombs
 Monthly School Statistics
 SEPTEMBER 2012



SCHOOL ATTENDANCE PERCENTAGES

School Month	10/11	11/12	12/13	13/14	14/15	15/16	16/17
1			91.8				
2							
3							
4							
5							
6							
7							
8							
9							
10							
Average	#DIV/0!	#DIV/0!	91.82	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!



PORTOLA-BUTLER CONT. HIGH SCHOOL

Carolyn McCombs
 Monthly School Statistics
 SEPTEMBER 2012



OFFICE REFERRALS

School Month	10/11	11/12	12/13	13/14	14/15	15/16	16/17
1			1				
2							
3							
4							
5							
6							
7							
8							
9							
10							
Average	#DIV/0!	#DIV/0!	1	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

