

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

Wednesday, May 9, 2012

Greenfield High School Library  
225 S. El Camino Real  
Greenfield, CA 93927

BOARD OF EDUCATION

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

STUDENT BOARD MEMBERS

Hillary Hughes, King City HS  
Arturo Siguenza, Greenfield HS

STATE ADMINISTRATOR

John C. Bernard, Ed.D.

OPEN SESSION: 5:25 PM

A. CALL TO ORDER

B. PUBLIC COMMENT

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

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

CLOSED SESSION: 5:30 PM

- A. Public Employment
- B. Employee Discipline/Dismissal Release
- C. Negotiations with Employee Organizations
- D. Threatened/Potential Litigation
- E. Student Matters – Transfer/Discipline
  - Recommendation to Expel Student #20:11/12
  - Recommendation to Expel Student #21:11/12
  - Recommendation to Expel Student #24:11/12

OPEN SESSION: 6:30 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. REPORT OF CLOSED SESSION ACTIONS

D. APPROVAL OF AGENDA

- E. PUBLIC COMMENT: *The public may address the Board regarding general school district topics or a specific agenda item. The person wishing to speak is asked to complete a Request to be Heard Form prior to the meeting, indicating whether they wish to address a non-agenda item or a specific item and present it to the Executive Assistant. This is an opportunity to address the Board when that item is acted upon. Unless otherwise determined by the Board/State Administrator,*

*each person is limited to 3 (three) minutes. If a large number wish to speak on a specific item, there is a limit of 20 minutes total input on an item. For matters that are not listed on the agenda, the Board may refer the matter to the Superintendent or designee, or take it under advisement, but shall not take action at that time except as allowed by law.*

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

F. REPORT FROM STATE ADMINISTRATOR

G. STUDENT BOARD MEMBER REPORT

H. BOARD MEMBER COMMENTS

I. EMPLOYEE ORGANIZATIONS

J. PRESENTATION

1. Presentation from Allison Steinmann
2. Presentation by Students from Portola-Butler Continuation High School and South Monterey County Charter Independent Study Program
3. Acknowledge the FFA Advisors at Greenfield and King City High Schools (*John Bernard, Ed.D., State Administrator*)
4. Employees Years of Service Recognition (*John Bernard, Ed.D., State Administrator*)

K. CONSENT AGENDA

1. Approval of Minutes: April 17, 2012 (Pages 1-11)
2. Approval of Personnel Report Dated May 9, 2012 (*Daniel Moirao, Ed.D., Assistant Superintendent Human Resources and Educational Services*)
3. Approval of Resolution 22:11/12 Authorizing Agents (*Daniel Moirao, Ed.D., Assistant Superintendent Human Resources and Educational Services*) (Pages 12-13)
4. Approval of Designation for California Interscholastic Federation (CIF) League Representative for the 2012-13 School Year (*John Bernard, Ed.D., State Administrator*) (Pages 14-15)
5. Approval of Disposal of Obsolete/Unusable Textbooks at Greenfield High School (*Linda Grundhoffer, CBO*) (Pages 16-21)
6. Approval of Notification of Claim Rejected (*Linda Grundhoffer, CBO*) (Pages 22-23)
7. Approval of Trustee Area Contract with Nielsen Merksamer Parrinello Gross & Leoni LLP (*Linda Grundhoffer, CBO*) (Pages 24-33)
8. Approval of Lease/Purchase Agreement with US Bank (*Linda Grundhoffer, CBO*) (Pages 34-42)

L. CONSENT ITEMS REMOVED FOR COMMENT/QUESTIONS

M. INFORMATION ITEMS

1. Cash Flow Report from July 1, 2011 through March 31, 2012 (*Linda Grundhoffer, CBO*) (Pages 43-45)

2. Revenue and Expenditure Report from July 1, 2011 through March 31, 2012 (Linda Grundhoffer, CBO) (Pages 46-67)
3. Board Policies (First Reading) (*John Bernard, Ed.D., State Administrator*) (Pages 68-85)
  - BP 4140, 4240 – Bargaining Units
  - AR 4217.3 – Layoff/Rehire
  - BP 5030 – Student Wellness
  - BP 5111 – Admission

N. ACTION ITEMS

1. Approval of Resolution 21:11/12 Closure of the South Monterey County Independent Study Charter School (*Linda Grundhoffer, CBO*) (Pages 86-87)
2. Approval of Resolution 23:11/12 Regarding Non-Reemployment of Certificated Employees (*Daniel Moirao, Ed.D., Assistant Superintendent Human Resources and Educational Services*) (Pages 88-90)
3. Board Policy (Second Reading) (*John Bernard, Ed.D., State Administrator*) (Pages 91-122)
  - AR 3350 – Travel Expenses/Reimbursements
  - BP/AR/E 4222 – Teacher Aides/Paraprofessionals
  - AR/E 5127 – Graduation Ceremonies and Activities
  - BP/AR 5141.21 – Administering Medication and Monitoring Health Conditions
  - BP 6153 – School Sponsored Trips
  - BP/AR 6162.51 – Standardized Testing and Reporting Program

O. SCHOOL REPORTS/UPDATES (Pages 123-133)

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

P. FUTURE AGENDA ITEMS/MEETING DATES

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

Q. SIGNING OF PAPERS

R. 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

Tuesday, April 17, 2012

Minutes

BOARD OF EDUCATION

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

STUDENT BOARD MEMBERS

Hillary Hughes, King City HS  
Arturo Siguenza, Greenfield HS

STATE ADMINISTRATOR

John C. Bernard, Ed.D.

OPEN SESSION: 5:25 PM

Call to Order

Mike Foster called the meeting to order at 5:29 PM.

Public Comment

There were not any comments from the public.

The meeting was recessed to closed session.

CLOSED SESSION:

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

OPEN SESSION:

Call to Order

Mike Foster called the meeting to order at 6:30 PM.

Flag Salute

Mike Foster led in the flag salute.

Report of Closed Session Actions

Mike Foster reported to accept the stipulated agreement for Student #19:11/12 and expel the student for the remainder of the 2011-12 school year and the first semester of the 2012-13 school year.

Approval of Agenda

Dr. Bernard said there was one correction to Action Item #2. The Article names for 19 and 20 were reversed. Dr. Bernard distributed a revised sunshine item to the Board. This now matches the contract.

Dr. Bernard approved the agenda.

Public Comment

There were not any comments from the public.

Report from State Administrator

Dr. Bernard said the date for the Parent Satisfaction Survey has been extended 2 weeks. Some parents were not aware the survey could be completed after the deadline date. A number of parents have completed the survey on line.

Cristina Jimenez, Director of Technology, will be informing parents who have an email about completing the document on line. The information will be compiled by using the district's "survey monkey".

Dr. Bernard said he is pleased to report 18 students from Greenfield and 18 students from King City High Schools will be receiving the bi-literacy seal. Students had to meet 3 criteria's to be eligible to receive the seal.

Debra McAlahney-Dodson asked if pictures would be taken of these students. Dr. Bernard said he will be speaking to Daisy Chavez, from the South County Newspapers and will inform her of these students. He said there would be more recognition at graduation.

The recycling program has started at the District Office and King City High School. The goal is to have fewer waste dumpsters, thus saving money. Greenfield High School has been recycling for awhile and has noticed a savings.

Mike Foster asked if this was a private company. Linda Grundhoffer responded yes, they delivered the containers and pick up the material for recycling.

Dr. Bernard reminded the Board of the Volunteer Luncheon coming up in May. The administrators have been asked for names and he welcomed any nominations from the Board.

Student Board Member Report

The Student Board member was not present to give a report.

Board Member Comments

Paulette Bumbalough said she has found the CSBA training she has attended to be very informative and helpful. She said she is involved in the Junior Achievement program at Portola-Butler Continuation High School and is looking forward to it. She is excited about the different things we can now offer at the schools.

Raul Rodriguez said Greenfield High School is having their Scholarship Banquet tomorrow night at 6:30 PM. He added it will be a very nice event.

Mr. Rodriguez inquired about the scholarship the Board had presented in the past. Mike Foster said the Board members had been receiving a stipend for attending board meetings. The Board choose to apply the amount they would have received and apply it toward a scholarship. When the district was taken over by the state, the Board was no longer allowed to accumulate a stipend for their attendance at board meetings, therefore the scholarship is not being offered at this time.

Mr. Rodriguez said in the past the counselor met with the parent and student to review their 4 year plan, it is his understanding this has not happened this year. He said it was a great opportunity to review what students had completed and what was still needed. Dr. Bernard asked Mr. Goddard to check with his staff, the meetings should be continuing.

Mr. Rodriguez commented the flags at Greenfield High School are tattered and recommended they be replaced. Mike Foster said usually the facilities department takes care of replacing flags.

Mr. Goddard said he will follow up with Mr. Sims with replacements.

Debra McAlahney-Dodson said there was a State FFA conference in San Luis Obispo recently. It was an amazing night with King City being the focus. Our advisors were in attendance. Students from our district were winners in the sectional and regional divisions. There were approximately 200 to 300 students and our students out shown the rest, it was like a King City night. Our Ag Department is highly acclaimed.

Ms. McAlahney-Dodson said she has learned a lot attending the CSBA training. She is hoping the information will assist the Board in making better decisions. She appreciates the opportunity to attend training.

Mike Foster said he will also be working with Ms. Bumbalough on Junior Achievement at Portola Butler Continuation High School.

Mr. Foster said he has reviewed the FCMAT report and pupil achievement is an area we continually need to improve. We have done a good job in the talk, but we need to get out to the teachers, students, and community. He will be working with Dr. Bernard to set up a committee with all of the stakeholders. Mr. Foster also suggested visiting another district, which has a good pupil achievement, and is similar size as our district, to see what they have done to improve student achievement. Mr. Foster suggested this be an agenda item.

Debra McAlahney-Dodson suggested all Board members go along with administration and staff to visit a like school to ours for the purpose of pupil achievement.

A suggestion was made to visit the community of Riverbank, Kerman, or Sanger.

Debra McAlahney-Dodson said we needed to define what is needed and have a conversation with the committee before the visit is made.

Daniel Moirao said there are not many days left of school and students will be testing. The suggestion was made to visit a school after the new school year has started.

Mike Foster said he would be talking to Dr. Bernard and discuss in more detail.

Paulette Bumbalough said 3 students from King City High School participated in a speech contest at King City Rotary. Sydney Torres did an outstanding job talking about how Rotary relates to education and will be moved on to the next level of competition.

#### Employee Organizations

There were not any comments from the employee organizations.

### PRESENTATION

#### Presentation from Allison Steinmann

Dr. Bernard said Ms. Steinmann was not able to attend this meeting but would be giving a presentation at the May Board Meeting. Paulette Bumbalough asked what Ms. Steinmann's position was. The response was she is a Special Ed teacher for students with severe needs at Greenfield High School.

Dr. Bernard said she had done a wonderful job with her student and getting them involved in the community.

### CONSENT AGENDA

1. Approval of Minutes: March 21, 2012 and April 4, 2012
2. Approval of Personnel Report Dated April 17, 2012
3. Approval of Resolution #16: 11/12 Proclaiming and Honoring California Day of the Teacher May 9, 2012

4. Approval of Resolution #17:11/12 Proclaiming and Honoring Classified School Employee Week, May 20-26, 2012
5. Approval of Principal Secretary Job Description
6. Approval of Agreement Between the SMCJUHSD and Mary Mendenhall, CBO
7. Approval of Master Special Education Services Agreement Between the Monterey Peninsula Unified School District and SMCJUSD
8. Approval of Service Agreement Between Horizon Intertainment, LLC and the SMCJUHSD
9. Approval of Medi-Cal Administrative Claiming Agreement with the SMCJUHSD
10. Approval of Contract for Services with the State Controller's Office and the SMCJUHSD
11. Approval of Agreement Between the Facility Inspection Services and the SMCJUHSD

Debra McAlahney-Dodson said she would like to remove item #3, #4, and #8 for further discussion. Paulette Bumbalough said she would like to pull the same items for discussion. Bob White asked that item #10 be pulled for further discussion.

Dr. Bernard approved all of items on the consent agenda excluding 3, 4, 8, and 10.

Consent Items Removed for Comment/Questions

Debra McAlahney-Dodson said item #3, Approval of Resolution #16:11/12 Proclaiming and Honoring California Day of the Teacher May 9, is a wonderful acknowledgement for teachers and wanted to know how this information would be getting out to the community. This also applied to item #4, Resolution #17:11/12 Proclaiming and Honoring Classified School Employee Week May 20-26.

Paulette Bumbalough said the staff should be informed they are appreciated and say thank you from the Board. Debra McAlahney-Dodson said the community should be informed as well, we have made some tremendous gains and staff should be recognized for their hard work.

Mike Foster suggested the recognition come from the Board.

Dr. Bernard suggested the Board develop a letter which could be distributed to both certificated and classified staff.

Paulette Bumbalough recommended all Board members sign the letter. Debra McAlahney-Dodson volunteered to assist Ms. Bumbalough in composing the letter.

Dr. Bernard approved items #3 and #4.

Debra McAlahney-Dodson comment on item #8, the agreement with Horizon Intertainment regarding bullying and school violence appears to be a wonderful program. She asked how this information was being relayed to students.

Daniel Moirao said it is all being handled internally notifying students and parents.

Mike Foster asked if anyone has seen their presentation. Daniel Moirao said he has seen segments, and it is a very moving and real movie.

Ms. McAlahney-Dodson asked if there was consideration of the community being informed.

Mike Foster commented on the recognition which will be taking place at the May board meeting for the teachers. Dr. Bernard said he will be speaking to Daisy Chavez, from South County Newspapers tomorrow and will ask her to take pictures at the Board meeting for the newspapers.

The comment was made the community should be more involved and informed of the good things happening in the district.

Mike Foster said he was pleased to know about the WeTip Program. Daniel Moirao said that Dr. Bernard had received information about the program and asked Daniel Moirao to follow up. Daniel Moirao said there are several teachers who are in the process of completing their administrative credential and they were asked to follow through. Chris Phillips initiated the research.

Dr. Bernard approved consent item #8.

Bob White commented on item #10, there is mention the dollar amount will not exceed \$60,000. He inquired if this is a negotiable item. The response was no. Linda Grundhoffer said the audit from last year may not cost as much as was predicted.

Dr. Bernard approved consent item #10.

## PUBLIC HEARING

### Increase School Facilities Fees (Developer Fee)

Mike Foster opened the public hearing at 7:00 PM. There were not any comments, the public hearing closed at 7:00 PM.

### 2012-13 Use of Categorical Flexibility Funds

Mike Foster opened the public hearing at 7:01 PM. There were not any comments, the public hearing closed at 7:01 PM.

## INFORMATION ITEMS

### Review of Williams Settlement 2011-12 Third Quarterly Report

Dr. Bernard said if there were any question Linda Grundhoffer could address them.

Paulette Bumbalough said on page 48, the way the form is laid out there are no comments under emergency. The response was the corrective action column is where comments are made indicating work which has been completed or work which needs to be done. Ms. Bumbalough commented the report appears to be mainly an update of what has been accomplished and what needs to be done. The response was yes.

Mike Foster said some of the items stay on the list because of funding issues.

### Cash Flow Report from July 1, 2011 through March 31, 2012

Linda Grundhoffer said the cash flow continues to look good to the end of the year, we will not have to draw from the loan. The property tax money will be coming in soon which will help. We did not want to draw anymore from the loan.

### Revenue and Expenditure Report from July 1, 2011 through March 31, 2012

Linda Grundhoffer said we are doing better than anticipated. The third interim report will be coming forward at the May Board meeting.

It was anticipated our ending balance would be \$700,000, but appears it will be closer to \$900,000.

### Public Notice of Initial District Proposal to the KCJUHSDTA Contract

Dr. Bernard said this is the initial proposal from the district to the teacher's organization. He said as you will notice there are generic statements. With the salaries and benefits we must live within our means, this is part of the FCMAT recovery plan. The next step is for the employee



organizations to sunshine their items at a public meeting, negotiations will begin after that has taken place. We are starting early this year; the state economy has not been helpful for us. We are doing a one year contract until the state stabilizes.

Public Notice of Initial District Proposal to the CSEA Local Chapter 529 Contract

Dr. Bernard said this is the initial proposal from the district to the CSEA Local Chapter 529 organization. As with the teachers contract there are generic statements. The next step is for the employee organization to sunshine their items at a public meeting, negotiations will begin after that has taken place. There are some very minor changes needing to be done such as typos, correcting to the new district name, etc.

Discuss Graduation Ceremonies for Class of 2012

Dr. Bernard said Portola-Butler Continuation High School will have their graduation ceremony on May 31 at 5:30 PM in the Stanton Theatre. Last year's graduation was very moving. There are a number of students who have returned to their comprehensive sites to graduate. The number of students returned to King City High School was 26 and 12 returned to Greenfield High School.

The graduation ceremony at King City High School will take place on June 1 at 7:00 PM, and Saturday, June 2 at 9:00 AM at Greenfield High School.

At one time there was consideration of having graduation on the same day, but 2 hours apart. The valedictorian at King City High School will be involved in a state track meet on Saturday. If the graduation ceremony is held Saturday morning he would have to make a decision if he wanted to compete in the event or attend the graduation ceremony. Rather than having the student chose, the decision was to have graduation on Friday evening.

Debra McAlahney-Dodson commented the evenings in June tends being windy and was concerned about hearing the speakers.

Paulette Bumbalough asked if it would be possible to have the King City High School graduation ceremony on Friday afternoon. Dr. Bernard responded that is a school day.

Mike Foster said usually the wind has died down by 7:00 PM. Debra McAlahney-Dodson asked if parents have been involved in changing of graduation. Bruce Corbett said he has met with the parent group and will be meeting with the graduating seniors on Thursday. It has been discussed. Mr. Corbett added the stadium is somewhat protected from the wind.

Mr. Corbett said some parents, who work on Saturdays, are not able to take time off from work in the morning to attend the ceremony.

Debra McAlahney-Dodson said her concern last year was the length of the ceremony, she felt it was too short. The comment was made the graduation process is developed at the site and with the parent committee, the Board can submit recommendations. Ms. McAlahney-Dodson felt this is the time to honor the students, last year they hardly had time to hand out the diplomas. The students have gone to school for 12 years and felt they should leave feeling they were honored.

Mike Foster said in the past some of graduations have gone on for 2 hours which was too long. The suggestion was to have the time of the ceremony to last between an hour and hour and half.

Mr. Corbett was asked how many parents were on the committee, the response was 5. The question was asked how many parents would be attending the meeting on Thursday with the seniors. Mr. Corbett responded one.

Raul Rodriguez said he would like to have more teachers attend the ceremony and suggested each teacher be sent an invitation.

Paulette Bumbalough said she was surprised it is not mandatory for teachers to attend graduation. Mr. Rodriguez said you would think teachers would want to attend. Mike Foster suggested the graduation invitation be included in the letter Debra McAlahney-Dodson and Paulette Bumbalough will be developing to acknowledge teachers.

Mr. Goddard was asked who handles graduation at Greenfield High School. Mr. Goddard responded Juana Botello. He added speeches will be reduced to 5 or 6 minutes per student and a maximum of 8 minutes for any requiring translation. The students will be practicing their speeches for administration before the ceremony. Greenfield High School does not have a parent committee, teachers volunteer.

Debra McAlahney-Dodson asked if it was normal not to have parent involvement. Mike Foster said this is the first year King City High School has had a parent committee. Raul Rodriguez said the parents are more involved in the Sober Grad event.

Raul Rodriguez inquired why the Board wears a gown at graduation. Dr. Bernard said it is an academic ceremony.

Mike Foster asked how the parents were selected to be on the committee. Mr. Corbett said there were parents who had approached him asking for a meeting; as a result the committee was formed.

The comment was made it was appreciated Bruce Corbett took the parents' concerns into consideration.

#### Board Policies (First Reading)

AR 3350 – Travel Expenses/Reimbursements

BP/AR/E 4222 – Teacher Aides/Paraprofessionals

AR/E 5127 – Graduation Ceremonies and Activities

BP/AR 5141.21 – Administering Medication and Monitoring Health Conditions

BP 6153 – School Sponsored Trips

BP/AR 6162.51 – Standardized Testing and Reporting Program

Dr. Bernard said there are 6 policies presented as a first reading.

Paulette Bumbalough said she has several questions.

Ms. Bumbalough said she had a question on Personal Expenses AR 3350 (e) page 90. It states all reimbursements should be submitted on a travel expense claim. Is some type of documentation needed indicating the individual attended the event or is the information attached to a claim form sufficient. Dr. Bernard said the attachments are sufficient.

Ms. Bumbalough asked about Teacher Aides/Paraprofessionals E 4222 page 96, who signs the form. Daniel Moirao said Human Resources will verify the information and sign the form. The comment was made, there was not a area for the employees name. The suggestion was made for an employee name, signature and include the position and department.

Daniel Moirao said this form is for audit purposes.

Ms. Bumbalough said Senior Code of Conduct E AR 5127 (a) page 98, in the third paragraph; King City Joint Union High School District is listed rather than South Monterey County Joint Union High School District.

ACTION ITEMS

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

Dr. Bernard said this is the sunshine from the district to the teacher's organization.

Dr. Bernard approved the sunshine between the district and teacher's association.

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

Dr. Bernard said this is the sunshine from the district to CSEA Local 529.

Dr. Bernard approved the sunshine between the district and CSEA Local 529.

Approval of Resolution No. 18:11/12 Increased School Facilities Fees (Developer Fees)

Linda Grundhoffer said this resolution is to increase the school developer fees. The district had requested a study to increase the developer fees. As a result of the study the district is increasing their developer fees effective July 2012. Because of the economy there have only been 3 developers paying fees this year. Greenfield did have one large project, the district receive \$44,000 from that development.

Dr. Bernard approved Resolution 18:11/12.

Approval of Resolution No. 19:11/12 2012-13 Use of Categorical Flexibility Funds

Debra McAlahney-Dodson said she was very pleased to see the ROP dollar amount is the same and was not swept into the general fund. Ag is extremely important at the high school and she felt this information should get out to the community. She then asked how this could be relayed to the community. The comment was made it could be included in an article.

The myth in the community is ROP and Ag has been gutted in the district. It was felt the district should provide fact over myth.

Dr. Bernard approved Resolution 19:11/12.

Approval of Resolution 20:11/12 Classified Employee Layoffs

Daniel Moirao said it is the time of year when we need to lay off some classified employees. There a total of 7 individuals, one has resigned and the other is retiring.

Dr. Bernard approved Resolution 20:11/12.

Board Policy (Second Reading)

E 1330 – Use of School Facilities

AR 5111.1 – District Residency

BP/AR 5141.22 – Infectious Diseases

BP/AR 5141.23 – Asthma Management

BP/AR /5145.12 – Search and Seizure

AR 7111 – Evaluating Existing Buildings

Debra McAlahney-Dodson commented on AR 5111.1, District Residency, page 140, some students who are in foster care may not be able to provide proof of residence. What is the district's responsibility? Dr. Bernard said it would depend on what we found out during an investigation process. If the student is 16 and emancipated they can speak for themselves. If they would be a runaway then CPS would be contacted and the child would be placed. Some parents tend to falsify residence so their child can attend school in a district the parent prefers. Debra McAlahney-Dodson said her concern is that kids are not turned away and are given the appropriate referrals.

Debra McAlahney-Dodson said on AR 5141.22, Infectious Diseases pages 145 and 146 talks about disposing of items contaminated with blood shall be discarded and put in a solution of bleach water. She asked if there were hazardous containers available to the students. Mr. Goddard said they are in the science classroom. Ms. McAlahney-Dodson asked if the solution is made up daily. The response was, if a solution is made up, it would be used only for that day and then discarded. Ms. McAlahney-Dodson asked if we had a place to put the solution after it was used. Dr. Bernard said it would be followed up with the science department. Dr. Bernard said this policy is in place at the request of CSEA.

Debra McAlahney-Dodson had a question on AR 5141.23, Asthma Management, page 150 if a parent does not follow through with their plan on how to manage asthma. Is there anything we can do? Is this an issue in the district?

Dr. Bernard said when he first came to the district there was a student at Greenfield High School who had issues; the school closely monitored the students. The question was asked if students are allowed to carry inhalers, the response was yes.

Dr. Bernard approved the second reading of the Board Policies.

## SCHOOL REPORTS/UPDATES

### King City High School

Mr. Corbett reported FFA was recognized at the regional awards held in San Luis Obispo last week. The Dean was very complimentary of our program. Our program is highly acclaimed in the state. It was a wonderful event.

The Robotics Club will be attending a science program this weekend in Salinas to interact with other students.

Edlio is the offsite provider for their website. This is a much more in-depth program which the school site will be able to maintain. The different departments will be able to post information and update information over the summer. It will be easy to click on links.

Mr. Corbett said he met with unrepresented parents. There were 17 parents who attended the meeting, they had 29 concerns. He said he will be addressing their concerns at their next meeting. His goal is to meet 6 times throughout the next school year.

The Ag program is growing, they are looking at bringing on another teacher and may also have a student teacher to assist Debbie Benson and Jessica Souza.

Mr. Corbett said this Friday he will be visiting one of the feeder schools. He is planning on visiting each of the feeder schools during the month of May to answer any student or parent questions.

Mr. Corbett said they are finalizing the Every 15 Minute Program which will be taking place at King City High School on Thursday, April 26.

The Mustang Academic Gold is being pushed back to May 15.

Spring sports are struggling, but the track team is doing very well.

Mr. Corbett invited the Board to come to his site and he will explain the Professional Learning Community.

Mike Foster and Debra McAlahney-Dodson suggested their next study session on May 23 be held at King City High School to review the process. Mr. Corbett said the study session could take place in the Results Room.

Mike Foster said he was pleased to hear the unrepresented parents are being addressed. This will assist in one of the findings in the FCMAT report. Mr. Foster said on a personal note, his daughter is in the Robotics Club and both he and his daughter have enjoyed the program.

Mr. Foster said Mr. Welch at Hartnell recommended his daughter for an internship at the Monterey Postgraduate School for which she received the approval. Mr. Foster commented, you never know where or in what direction an enrichment program may go.

Paulette Bumbalough said she wanted to make sure there is a connection with the high school, Hartnell and Robotics. Mr. Corbett said they are working well together.

Ms. Bumbalough said she hopes the collaboration between Hartnell and the high school continues. The question was asked if students who may not be planning to go on to college have the opportunity to participate in Robotics. The response was yes.

Mr. Corbett said Joe Welch has been a great resource to the high school.

#### Greenfield High School

Mr. Goddard said the STAR testing was completed before spring break; the makeup testing is now taking place. The students who took the STAR test worked very hard and did not rush through the test. We hope to continue to have good scores.

The library continues to have high usage, between 3,500 and 4,500 contacts per month.

Consultants recently reviewed the math classes and the sequence. Administration has been briefed and changes will be taking place, with Daniel Moirao's approval. They are struggling with the math CST scores.

Students from the French Club who traveled to France over the spring break had a great time. The teacher was unable to travel at the last minute and thanks to Mr. Radcliff and his wife they stepped in to chaperone the trip. Ms. Radcliff had her internship in France, so they were able to communicate and they as well as the students were able to enjoy themselves.

There were approximately 200 individuals attending the ASL American Idol contest. Some of the Special Ed students were part of the program. It was a wonderful experience for them. There was also participation from the choir during the week.

A Greenfield High School teacher has recently passed the CSET test and is now highly qualified. The scholarship banquet will be taking place tomorrow night at 6:30 PM.

Teen Truth will be giving a presentation on May 1 at 10:00 AM and 11:15 AM.

The Prom will be taking place on Saturday, April 28. It is fully funded by students. They will be going to the San Francisco Regency in a bus, no one will be allowed to travel individually.

Mr. Goddard said they are also struggling with spring sports, but track is doing fairly well. The MTAL finals will be held at King City High School.

Mr. Corbett said Greenfield High School will be joining the MTAL League soon. They are currently in the Coastal League.

Raul Rodriguez asked why Greenfield was in a different league. The response was they were not very competitive when the school first opened.

Mr. Goddard said the Ag Program at Greenfield High School continues to grow.

Greenfield High School did a partnership for a drug free base line; information will be compared to last year.

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

Carolyn McCombs said their graduation ceremony will include students from Portola-Butler Continuation High School as well as the Independent Study Program. Ms. McCombs thanked Debra McAlahney-Dodson for the teen parent information.

These last few weeks of school is the final push for students to reach their goal. Ms. McCombs thanked Paulette Bumbalough and Mike Foster assisting in Junior Achievement.

They will be offering a 7 lesson course on skills to prepare for a career.

Carla Ackerman continues to conduct the life skills program

FUTURE AGENDA ITEMS/MEETING DATES

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

Signing of Papers

Dr. Bernard signed appropriate papers.

Adjournment

The meeting was adjourned at 8:18 PM.

---

John Bernard, Ed.D., State Administrator

---

Date

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD

SUBJECT: AUTHORIZED SIGNATURES

MEETING: May 9, 2012

AGENDA SECTION:

- ACTION
- INFORMATION
- ACTION/CONSENT

---

Board Goals:

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

Summary:

Due to a change in the Chief Business Official the district must convey to the Monterey County Office of Education the persons authorized to sign any and all orders, in the name of the district, to draw on the funds of the district.

Recommendation:

Approve Resolution #22 11-12

Fiscal Impact:


None

Submitted By:



Daniel Moirao  
Assistant Superintendent

Approved:



John Bernard Ed.D.  
State Administrator

RESOLUTION OF THE GOVERNING BOARD OF THE  
SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

**RESOLUTION #22:11-12**  
**Designation of Authorized Agent**  
**To Sign School Orders**

South Monterey County Joint Union High School District, Monterey County,  
ON APPROVAL BY

State Administrator John Bernard, effective May 1, 2012.

IT IS RESOLVED AND ORDERED by the State Administrator that, pursuant to  
provisions of Education Code Section 42632 or 85232,

John Bernard  
Daniel Moirao  
Shirley Laws  
Mary Mendenhall

Be authorized and are hereby empowered to sign any and all orders in the name of  
said district, drawn on the funds of said district.

IT IS FURTHER RESOLVED that this approval shall stand and that all additions and  
deletions shall be submitted in writing to the County Office of Education.

PASSED AND ADOPTED by State Administrator John Bernard.

I, John Bernard, State Administrator, do hereby certify that the foregoing is a full, true,  
and correct copy of a resolution duly passed and adopted at a regularly called and  
conducted meeting held on said date.

\_\_\_\_\_ Date \_\_\_\_\_  
State Administrator

Signature of Authorized person(s):

\_\_\_\_\_ John Bernard  
\_\_\_\_\_ Daniel Moirao  
\_\_\_\_\_ Shirley Laws  
\_\_\_\_\_ Mary Mendenhall



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

**SUBJECT:** Approval of the Designation for California  
Interscholastic Federation (CIF) League  
Representatives for the 2012-13 School Year

**MEETING:** May 9, 2012

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

---

Board Goals:

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

Summary:

Each year individuals from the district are designated CIF Representatives.

Recommendation:

The recommendation is to approve the appointed district employees as the CIF Representative.

Fiscal Impact:

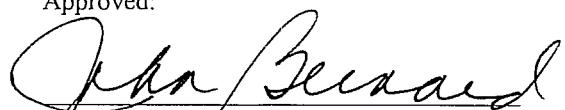
None

Submitted By:

---

Approved:

  
John Bernard Ed.D.  
State Administrator



# CALIFORNIA INTERSCHOLASTIC FEDERATION

BY STATE POLICE - REGISTRATION BOARD - MEMBERSHIP OFFICERS - EMPLOYEES ACTS - FOR OLIP 800-447-0100 - CIF@CIF.ORG

## 2012-2013 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than July 2, 2012.

South Monterey County Joint  
Union HSD School District/Governing Board at its May 9, 2012 meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2012-2013 school year as the school's league representative:

### PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL King City High School

NAME OF REPRESENTATIVE Bruce Corbett POSITION Principal

ADDRESS 720 Broadway CITY King City ZIP 93930

PHONE 831.385-5461 FAX 831.385-0901 E-MAIL bcorbett@kingcity.k12.ca.us

NAME OF SCHOOL Greenfield High School

NAME OF REPRESENTATIVE TBD POSITION \_\_\_\_\_

ADDRESS 225 S. El Camino Real CITY Greenfield ZIP 93927

PHONE 831.674-2752 FAX 831-674-2646 E-MAIL \_\_\_\_\_

NAME OF SCHOOL \_\_\_\_\_

NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

NAME OF SCHOOL \_\_\_\_\_

NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name \_\_\_\_\_ Signature [Signature]

Address 800 Broadway City King City Zip 93930

Phone 831.385-0606 Fax 831.385-0695

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE. SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Disposal of Obsolete/Unusable Textbooks

MEETING: May 9, 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:

From time to time it is necessary to declare certain District owned textbooks surplus. The items are in poor condition, obsolete or damaged beyond repair. In order to dispose of District purchased items, they must be declared "surplus" by the State Administrator. Any proceeds of the sale of surplus textbooks will be deposited into the General Fund. Those items not sold will be disposed of appropriately.

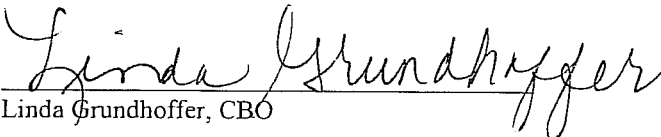
Recommendation:

Approve the attached list of textbooks as "surplus".

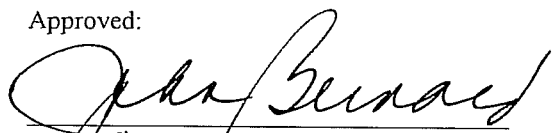
Fiscal Impact:

None

Submitted By:

  
Linda Grundhoffer, CBO

Approved:

  
John Bernard Ed.D.  
State Administrator

Room	Book Title	ISBN #	# of Books
Library	Algebra ½ An Incremental Development	0-939798-46-8	1
Library	Algebra	0-7854-3567-0	1
Library	Earth Science	0-87065-462-4	1
Library	Discovering Geometry An Inductive Approach	0-913684-08-2	1
Library	Algebra and Trigonometry Structure and Method Book 1	0-395-46140-5	1
Library	Algebra and Trigonometry Structure and Method Book 2	0-395-77118-8	1
Library	Refresher Mathematics	0-205-08165-7	1
Library	Food, Nutrition, and Wellness	978-0-07-888357-6	1
Library	World History Third Edition	0-835-94900-1	1
Library	Culinary Essentials	0-07-822609-0	1
Library	Perspectives on Health	0-669-30407-7	1
Library	Precalculus With Limits A Graphing Approach	0-618-05291-7	1
Library	Algebra 1	0-07-824774-8	1
Library	Ven Conmigo! Level 1	0-03-096522-5	1
Library	Ven Conmigo Level 2	0-03-093990-9	1

Library	Ven Conmigo Level 3	0-03-093992-5	1
Library	Life Science The Challenge of Discovery	0-669-18035-1	2
Library	Economics Principles and Practices	0-02-823048-5	1
Library	The Guide to Good Food	1-56637-245-3	2
Library	Guide to Good Food	0-87006-885-7	1
Library	Discovering Geometry An Investigative Approach	1-55953-459-1	1
Library	Lifetime Health	0-03-064614-6	30
Library	Biology The Dynamics of Life	0-645-06508-9	6
Library	Discovering Health French (Blan)	0-669-43501-5	1
Library	You Living, Learning, and Caring	1-56637-472-3	1
Library	Modern Biology	0-03-056031-4	1
Library	Algebra 1	0-130-23638-1	1
Library	Health Second Edition	0-8224-6892-1	1
611	Prentice Hall Mathematics California Algebra 1	0-13-203121-3	4
606	Life Science The Challenge of Life	0-669-18035-1	20
606	Skill Applications	0-02-674793-6	29
606	Reasoning and Writing	0-02-684788-4	8
609	Algebra 1	0-07-824774-8	135

609	Refresher Mathematics	0-205-08165-7	5
609	Algebra	0-7854-3567-0	30
609	Algebra Structure and Method	0-395-46140-5	1
102	Perspectives on Health	0-669-30407-7	32
602	Discovering Geometry and Inductive Approach	0-913684-08-2	166
602	Precalculus With Limits a Graphing Approach Third Edition	0-618-05291-7	39
602	Discovering Geometry an Investigative Approach	1-55953-459-1	7
301	Ven Conmigo! Holt Spanish Level 1	0-03-096522-5	20
301	Ven Conmigo! Holt Spanish Level 2	0-03-093990-9	59
301	Ven Conmigo! Holt Spanish Level 3	0-03-093992-5	14
Library	Succeeding in the World of Work	0-02-814219-5	4
Library	History of the World The Modern Era	0-395-67051-9	5
Library	History of the United States	0-395-62767-2	3
Library	Fearon's Health Second Edition	0-8224-6892-1	2
Library	Fearon's Health Work	0-8224-6991-x	3



California Reading wkbk		14
Literature English Tradition	0136986480	22
Algebra and Trig.	0395771188	7
History of the World	0395670519	140

Decoding and reasoning and writing workbooks and books total 386 plus answer sheet materials.



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

**SUBJECT:** Notification of Claims Rejected

**MEETING:** May 9, 2012

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

Board Goals:

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

Summary:

The District has received a claim requesting compensation for personal loss. The District's risk management firm is requesting the State Administrator to ratify the authorized claim rejection.

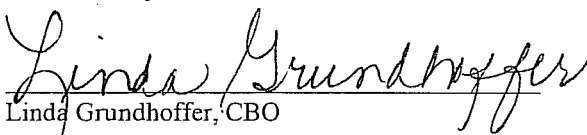
Recommendation:

Approve the rejection of claim.


Fiscal Impact:

None

Submitted By:

  
Linda Grundhoffer, CBO

Approved:

  
John Bernard Ed.D.  
State Administrator

South Monterey County Joint Union High School District  
May 9, 2012

2011-12 Claim Rejection

School/Dept.	Date of Occurrence	Claimant	Type of Loss
Greenfield HS Rejected	3-13-12	Ruiz, Lucia	Personal Loss

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

**SUBJECT:** Trustee Area Contract

**MEETING:** May 9, 2012

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

Board Goals:

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

Summary:

The district must establish single-member trustee areas. The firm of Nielsen, Merksamer, Parrinello, Gross & Leoni has done this same type of work in many districts around the State and have the experience to do the work needed to meet the United States Attorney General preclearance and any other related actions necessary to implement the new electoral system.

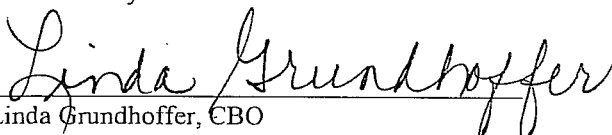
Recommendation:

Approve the contract with Nielsen, Merksamer, Parrinello, Gross & Leoni, LLP.


Fiscal Impact:

\$5,000.00 prepayment

Submitted By:

  
Linda Grundhoffer, CBO

Approved:

  
John Bernard Ed.D.  
State Administrator

NIELSEN MERKSAMER  
PARRINELLO GROSS & LEONI LLP  
ATTORNEYS AT LAW

2350 KERNER BOULEVARD, SUITE 250  
SAN RAFAEL, CALIFORNIA 94901

TELEPHONE (415) 389-6800 FAX (415) 388-6874

April 4, 2012

John C. Bernard, Ed.D  
South Monterey County Joint Union High School District  
800 Broadway  
King City, California 93930

RE: Engagement for Services

Dear Dr. Bernard:

This letter sets forth the terms of your engagement of this firm to represent the South Monterey County Joint Union High School District in connection with the establishment of single-member trustee areas and United States Attorney General preclearance of such action and related actions necessary to implement the new electoral system. If you request us to perform legal services not provided for in this letter, a separate written agreement between us will be required.

1. Fees and Services

Our fees are calculated based on hourly rates for the personnel involved, multiplied by the hours devoted on your behalf. We will invoice you monthly for services rendered as well as for expenses incurred in connection with this representation. Invoices are due and payable upon receipt and are past due in 30 days. I will be the attorney primarily responsible for your legal work although other firm personnel may assist me, as we deem appropriate. My time is currently billed at \$530.00 per hour. Other attorneys who are likely to assist me include attorney Christopher Skinnell, whose hourly rate currently is \$415.00. As described in the attached Billing Policy Statement, our hourly rates are subject to periodic increase, commencing January 1 of each year.

Pursuant to our firm policy and as discussed in the attached Billing Policy Statement, before proceeding with this legal work and in exchange for our agreement to represent you, we have billed you a minimum payment of

John C. Bernard, Ed.D  
South Monterey County Joint Union High School District  
April 4, 2012  
Page 2

\$5,000.00. This payment is fully earned by us upon your execution of this agreement. Attached is our invoice for this amount.

The scope of this engagement does not confer "consultant" status on any of the attorneys and other firm personnel providing services for you; therefore, we are not subject to the public disclosure requirements as a "public official" under your conflict of interest code. Only consultants who 1) actually make specified types of government decisions, or 2) who serve as agency staff and in that capacity perform all or substantially all the same duties as a staff member are considered "public officials." We will only accept this engagement if it does not, under your conflict code, qualify any Nielsen Merksamer attorney or other personnel as public officials.

2. Conflict and Waivers

It is important for you to understand that our law firm represents many clients who participate in the governmental and political process primarily in California but also nationwide. Also, since 1975, Nielsen Merksamer has represented thousands of clients in dealing with, and/or litigating for or against, various governmental agencies and complying with federal, state and local political laws, and we are accepting new engagements all the time. It is virtually inevitable that we will work on projects for other clients having different governmental or political objectives, beliefs or views from you.

Additionally, Nielsen Merksamer performs a variety of professional services for its clients, including general counsel matters, litigation, legislative advocacy, regulatory law, political and strategic advice, coalition building, fundraising, and ballot measure and PAC compliance (including preparing federal, state or local disclosure forms). It is certainly possible, even likely, that we will represent these and future clients on matters that may or will be adverse in some way to your interests, but which are not directly related to the matters for which you are retaining us.

Further, we represent the Monterey County Office of Education and the entities reflected on Exhibit A to this letter whose interests are or in the future may be contrary to yours with regard to redistricting or the establishment of trustee areas. Based on the information that has been provided to us, we do not

John C. Bernard, Ed.D  
South Monterey County Joint Union High School District  
April 4, 2012  
Page 3

believe that our representation of the school district currently involves any actual conflict of interest.

By signing this letter and returning it to us, you acknowledge that we have discussed these matters with you, and you confirm that you do not object to our representation of clients on matters where their governmental or political objectives and/or positions may be different from or adverse to the school district's, and that you do not object to our representation of such clients on such matters, and you waive any conflict that arises with the Monterey County Office of Education or the clients listed on Exhibit A so that we may continue to represent their interests. You further agree that you will not assert any conflict of interest concerning such representation or attempt to disqualify this firm from representing such clients notwithstanding such adversity.

If conflicts arise between the school district and the Monterey County Office of Education or the clients listed on Exhibit A relating to the establishment of trustee areas, our firm will attempt to resolve those conflicts by bringing you and the Monterey County Office of Education or the clients listed on Exhibit A together to see whether it is possible to resolve the conflict. While you would certainly be free to terminate our relationship, you agree that this firm nonetheless would be free to represent such clients even on those matters which you consider adverse, and that you waive any conflict of interest in connection therewith.

Should an actual conflict of interest arise, we will apprise you promptly so that you can decide whether you wish to obtain independent counsel.

Needless to say, these acknowledgments and waivers do not permit our law firm, without your written consent, to represent another client in opposing the specific project for which you have engaged us.

We also confirm that our representation is of South Monterey County Joint Union High School District itself, not of its individual trustees or administrators, and this letter is not intended to, and does not, create any legal relationship between this law firm and such entities or individuals.

John C. Bernard, Ed.D  
South Monterey County Joint Union High School District  
April 4, 2012  
Page 4

3. Acknowledgment

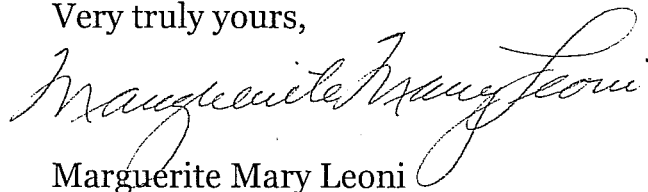
Please read the attached Billing Policy Statement dated January 1, 2012, as it forms part of our agreement. If the foregoing terms of this letter, along with our Billing Policy Statement, are agreeable to you, please sign the enclosed duplicate original of this letter where indicated below and return it to me. Your signature indicates your informed written consent to our representation in accord with the above terms. We encourage you to have your counsel review the import of this agreement, if you so desire.

This agreement will not take effect, and we will have no obligation to provide legal services, until we receive a signed copy of this letter agreement together with the payment discussed above in our office in Marin County but its effective date will be retroactive to the date we first performed services. Once received by us, this letter agreement, together with the Billing Policy Statement, constitute a contract for the services referenced above.

We look forward to a mutually beneficial working relationship and will do our best to represent you effectively. For additional information regarding our firm, individual attorneys, and practice areas, please visit our website at [www.nmgovlaw.com](http://www.nmgovlaw.com).

Should you have any questions, please do not hesitate to contact me at the above telephone number or by e-mail at [mleoni@nmgovlaw.com](mailto:mleoni@nmgovlaw.com).

Very truly yours,



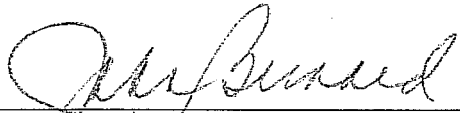
Marguerite Mary Leoni

MML/klh  
Enclosures  
#2143.01

John C. Bernard, Ed.D  
South Monterey County Joint Union High School District  
April 4, 2012  
Page 5

The undersigned agrees to the terms of this letter agreement and attached Billing Policy Statement.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

By:   
\_\_\_\_\_  
John C. Bernard, Ed.D

Date: April 19, 2012



**BILLING POLICY STATEMENT**  
**AND OTHER INFORMATION**  
**RELATED TO THE ATTORNEY CLIENT AGREEMENT**

To Our Clients

Nielsen Merksamer provides clients with monthly invoices for services performed and expenses incurred in connection with the representation. Invoices are due and payable upon receipt and are past due in 30 days.

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees, expenses, billing and payment terms. Accordingly, this statement is intended to explain briefly our billing policies and procedures and other issues related to the attorney-client relationship. We encourage our clients to discuss with us any questions they may have concerning these policies and procedures, either at the inception of our engagement or during its course. Any specific billing arrangements different from the policy of the firm outlined below will be confirmed in a separate written agreement between the client and the firm.

1. FEIN.

Nielsen Merksamer's Federal Employer Identification Number is 94-2908148.

2. Fees for Professional Services.

Unless a retainer or project fee is specified in our engagement letter, usually fees are calculated by multiplying the number of hours devoted to a client's specific project by the hourly rates of the personnel rendering the services. In circumstances where time is required for more than one client, a portion of the development time may be charged to each benefitted client. In certain cases, which will be discussed in advance with the client and agreed in writing, our fee will be based upon the novelty or difficulty of the issue, or the time or other limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other personnel rendering services on a client's behalf. Attorneys in the firm are generally billed at rates from \$270.00 to \$965.00 per hour, and political report specialists, paralegals, law clerks, and non-attorney lobbyists are billed at rates from \$130.00 to \$380.00 per hour. These hourly rates are reviewed annually and may be adjusted, effective January 1 of any given year. All adjusted rates will be reflected on our subsequent billing statements. If you decline to pay any increased rates, Nielsen Merksamer will have the right to withdraw as your lawyers.

3. Fees for Other Services and Expenses.

It is our policy to serve all of our clients with effective support systems, while at the same time allocating fees and expenses of such systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for professional services, we also charge for certain other services and expenses, including but not limited to those relating to telephone, telecopier, postage, photocopying, staff overtime when required by the nature of the project, computerized research and computer services for campaign and/or lobbying report preparation, client-secure website services, messenger services, and court filing fees and other court-related costs and expenditures such as court reporter and transcription fees, and expert witness and consultant fees.

4. Advance Payment.

It is our policy to obtain a one-time minimum fee payment from clients in exchange for the firm's agreement to represent you and to make itself and its attorneys available to perform the legal services described in the engagement letter. This minimum fee is fully earned by us upon our agreement to represent you. The amount of such minimum fee is determined by our Management Committee, discussed first with the client, and is specified in our engagement letter. The minimum fee is paid before the first services are performed.

Additionally, we reserve the right to require an additional advance payment, or a payment to the firm's trust account, prior to incurring large amounts of attorney time or expense not anticipated in the near future.

5. Monthly Invoices & Payment; Client Responsibilities.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, and expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month. Failure to pay invoices on a timely basis subjects a client to discontinuance of legal service at the option of the firm. The firm will give the client due notice of an intention to discontinue service.

Client agrees to be candid and cooperative with Nielsen Merksamer, keep Nielsen Merksamer reasonably informed of developments and of client's address, telephone number and whereabouts, and timely make any payments as required by the Engagement for Services.

6. Internet Communications.

If you wish to communicate with us, or to have us communicate with you, via the Internet, we will accommodate you. Nielsen Merksamer cannot, however, guarantee that such communications will remain confidential or that, if obtained by an unauthorized third party, will remain protected by the attorney-client privilege.

7. Discharge And/Or Withdrawal of Attorney.

Nielsen Merksamer may withdraw as your counsel at any time, so long as such withdrawal is not inconsistent with the Rules of Professional Conduct of the State Bar of California. Notwithstanding the discharge of Nielsen Merksamer or Nielsen Merksamer's withdrawal, you will remain obligated to pay Nielsen Merksamer for all services provided at the agreed rate(s) and for costs incurred, before the discharge or withdrawal.

8. Possession or Destruction of Files.

After our representation of you has concluded, you have the right to immediate possession of your files, if you choose. If you do not take them within three years, by signing the engagement letter with Nielsen Merksamer, you authorize the firm to destroy the files without further notice to you.

If you have any questions concerning the above policies, please contact us immediately.

**EXHIBIT A**

**NIELSEN MERKSAMER PARRINELLO GROSS & LEONI  
ACTIVE REDISTRICTING/VOTING RIGHTS CLIENTS  
(April 2012)**

Alpine Union School District Arvin Union School District Bakersfield City School District Cerritos Community College District Chula Vista Elementary School District City of Buckeye, Arizona City of Compton City of Santa Clara City of Visalia Coalinga-Huron Unified School District College of the Sequoias Dinuba Unified School District Fresno County Office of Education Fruitvale School District Greenfield Union School District (Kern County) Grossmont Union High School District Kings River Conservation District Merced County	Miracosta Community College District Monterey County Office of Education Palo Verde Elementary School District Rosedale Union School District San Diego County Board of Education San Marcos Unified School District Santa Clara County Open Space Authority State Center Community College District Sunnyside Union Elementary School District Sweetwater Union High School District Tulare County Tulare County Board of Education Tulare County Office of Education Tulare Joint Union High School District Tulare Local Healthcare District Twin Rivers Unified School District Waukena Joint Union Elem School District West Hills Community College District Yuma County, AZ
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**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD**

**SUBJECT:** Lease/Purchase Agreement with US Bank

**MEETING:** May 9, 2012

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

Board Goals:

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

Summary:

The district had a high payment lease agreement for copiers at Greenfield High School which came due on May 1, 2012. We were informed of the opportunity to "piggy back" on a bid done by another Monterey County school district with Monterey Bay Systems. The reduced annual lease payments and less expensive maintenance agreements will save approximately \$11,937.85 over a five year period

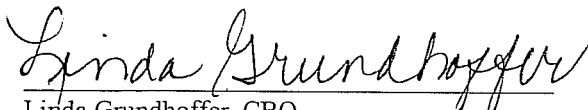
Recommendation:

Approve the lease agreement with US Bank for copiers at Greenfield High School.

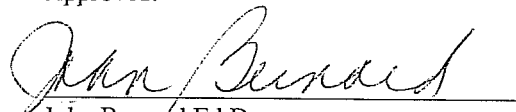
Fiscal Impact:

\$16,419.90 over a five year period

Submitted By:

  
Linda Grundhoffer, CBO

Approved:

  
John Bernard Ed.D.  
State Administrator



EQUIPMENT FINANCE

Tax-Exempt Lease/Purchase Agreement, Dated 4-26-12

<b>Accepted by Lessor:</b>	
U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance") (the "Lessor") 1310 Madrid Street Ste 101 Marshall, MN 56258	
By:	Sign Here
Name:	
Title:	Documentation Analyst
Telephone:	800-328-5371

<b>Agreed to by Lessee:</b>	
South Monterey County Joint Union High School District (the "Lessee") 800 Broadway St. King City, CA 93930	
By:	
Name:	LINDA GRUNDHOFFER
Title:	CHIEF BUSINESS OFFICIAL
Telephone:	831-674-2751 385-0606

**AGREEMENT:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease / Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

**LEASE TERM:** The Lease Term of the Property listed in the Property Schedule shall commence as stated in the Certificate of Acceptance, attached as Exhibit B of the Property by Lessee and continue for the time period set forth in the Amortization Schedule attached to the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

**LEASE PAYMENTS:** Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Amortization Schedule attached to the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

**NO OFFSET:** SUBJECT TO THE RIGHT TO NON-APPROPRIATE, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

**LATE CHARGES:** Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

**MAINTENANCE OF PROPERTY:** At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

**INSURANCE OF PROPERTY:** All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

**QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST:** To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

**TAX EXEMPTION:** The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

**REPRESENTATIONS AND WARRANTIES OF LESSEE:** Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement. The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

**RISK OF LOSS COVENANTS:** Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, and the loss of federal tax exemption of the interest on any of the Lease Payments, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

**NON-APPROPRIATION:** If sufficient funds are not appropriated to make Lease Payments under this Agreement, this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

**ASSIGNMENT BY LESSEE:** Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

**ASSIGNMENT BY LESSOR:** Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation. Lessee agrees that if Lessor sells, assigns or transfers this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. Lessee agrees that the new Lessor will not be subject to any claims, defenses, or offsets that Lessee may have against us.

**EVENTS OF DEFAULT:** Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

**REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

**NOTICES:** All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

**AMENDMENTS AND WAIVERS:** This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

**CONSTRUCTION:** This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.



EQUIPMENT FINANCE

Property Schedule to Tax-Exempt Lease/Purchase Agreement

This Property Schedule is entered into pursuant to Tax-Exempt Lease/Purchase Agreement dated as of 4/26/12 between Lessor and Lessee.

- 1. Interpretation. The terms and conditions of the Tax-Exempt Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto.
3. Term and Payments. Lease Term and Lease Payments are per attached Amortization & Payment Schedule.
4. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement...
5. Property Cost. The total principal amount under this Property Schedule for the acquisition cost of the Property is \$14,995.34.
6. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.
7. Lessee's Certificate. Lessee has provided the Lessee's Certificate in the form attached as Exhibit D, hereto.
8. Bank Qualification. Lessee designates this Agreement and Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

Initial Here
Initial Here
[Signature] Lessee initial here, only if Bank Qualification is applicable

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: U.S. Bank Equipment Finance
By:
Name:
Title:
[Sign Here]

Lessee: South Monterey County Joint Union High School District
By: [Signature]
Name: LINDA GRUNDHOFFER
Title: CHIEF BUSINESS OFFICIAL

[Sign Here]
Attest:
By: [Signature]
Name: DIANA CROSLIN
Title: Fiscal Svcs Mgr





EXHIBIT A

Property Description

EQUIPMENT FINANCE

Vendor: Monterey Bay Systems  
Address: 27 Quail Run Circle  
City, State, Zip Code: Salinas, CA 93907

Equipment Location: 225 El Camino Real, Greenfield, CA 93927 - Greenfield High

<u>Quantity</u>	<u>Description</u>	<u>Serial Number</u>
2	Konica Minolta BH601 Copier	AOPP011017943 AOPP011017944

Lessee: South Monterey County Joint Union High School District	
By:	<i>Linda Grundhoffer</i>
Name:	LINDA GRUNDHOFFER
Title:	CHIEF BUSINESS OFFICIAL

Sign Here



EQUIPMENT FINANCE

PAYMENT & AMORTIZATION SCHEDULE

APPLICATION NO 1594195

Payment No	Lease Payment	Interest Portion	Principal Portion	Outstanding Balance	Termination Amount (After Making Payment for Said Due Date)
Beginning Balance				14,995.34	
1	3,283.98	55.73	3,228.25	11,767.09	12,120.10
2	3,283.98	535.62	2,748.36	9,018.73	9,289.29
3	3,283.98	410.52	2,873.46	6,145.27	6,329.63
4	3,283.98	279.72	3,004.26	3,141.01	3,235.24
5	3,283.98	142.97	3,141.01	0.00	0.00
	16,419.90	1,424.56	14,995.34		

This Amortization Schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

South Monterey County Joint Union High School  
District

Linda Grundhoffer  
Signature:

LINDA GRUNDHOFFER

Title: 4/26/12

Date:



EQUIPMENT FINANCE

EXHIBIT B

**Certificate of Acceptance**

This **Certificate of Acceptance** is pursuant to Tax-Exempt Lease/Purchase Agreement dated as of 4-26-12 and the related Property Schedule, between Lessor and Lessee. (the "Agreement").

1. Property Acceptance. Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.
2. Commencement Date: The commencement date of this Agreement shall be the Acceptance Date listed below. If Acceptance Date is more than 10 days prior to the receipt of the Certificate of Acceptance the Agreement commencement date will be the date funds are issued.
3. Payment Due Date: Your first payment of principal and interest will be due thirty (30) days from your choice of the 10<sup>th</sup> \_\_\_\_ or 20<sup>th</sup> lg (please initial) of the month following the commencement date. If a payment due date is not selected first payment of principal and interest will be due thirty (30 days) from the commencement date.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date: 4-26-12

Lessee: South Monterey County Joint Union High School District

Sign Here

By: Linda Grundhoffer

Name: LINDA GRUNDHOFFER

Title: CHIEF BUSINESS OFFICIAL

**ADDENDUM (CALIFORNIA SCHOOL DISTRICTS)  
Tax-Exempt Lease/Purchase Agreement**

THIS ADDENDUM, which is entered into as of 4-26-12 between ("Lessor") and South Monterey County Joint Union High School District ("Lessee"), is intended to modify and supplement the Property Schedule (the "Property Schedule") to the Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of 4-26-12 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Effective immediately after Lessee acquires title to the Property described in the Property Schedule, Lessee hereby sells, transfers and conveys the Property to Lessor, and effective immediately thereafter, Lessor hereby demises, leases and lets the Property to Lessee pursuant to the Agreement and the Property Schedule. In connection with such sale, transfer and conveyance, Lessee covenants and agrees that (a) Lessee is the owner of the Property; (b) the Property is free of all encumbrances; (c) Lessee has a good right and title to sell the Property; and (d) Lessee will warrant and forever defend the sale against the lawful claims and demands of all persons whomsoever.

2. In addition to the representations, warranties and covenants of Lessee set forth in the Agreement, Lessee, as of the Commencement Date for the Property Schedule, represents, covenants and warrants for the benefit of the Lessor, as follows:

(a) The resolution of the governing body of Lessee which authorized the execution and delivery of the Property Schedule contained a finding of the governing body to the effect that the Property thereunder was either a major item of equipment, a relocatable building or data processing equipment, and the sale and leaseback of such Property was the most economical means of providing the Property to Lessee.

(b) Lessee has not filed during the current or prior fiscal year a qualified or negative certification as required by California Education Code § 42131, as has been or may be amended from time to time, with the County Superintendent or California Department of Education. Lessee covenants that so long as the Agreement is in effect, Lessee shall send copies to Lessor in a timely manner of all certificates made by Lessee in accordance with California Education Code § 42131, as may be amended from time to time.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bank Equipment Finance</b>	
By:	Sign Here
Name:	
Title:	

<b>Lessee: South Monterey County Joint Union High School District</b>	
By:	<i>Linda Grundhoffer</i>
Name:	LINDA GRUNDHOFFER
Title:	CHIEF BUSINESS OFFICIAL

Attest:	
By:	<i>Diana Croslin</i>
Name:	DIANA CROSLIN
Title:	FISCAL SVCS MGR



# Insurance Authorization and Verification

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

Re: Tax-Exempt Lease/Purchase Agreement, Dated \_\_\_\_\_

To: South Monterey County Joint Union High School District (the "Lessee") From: U.S. Bank Equipment Finance (the "Lessor")  
800 Broadway St. (Lessee Street Address) 1310 Madrid St Ste 101  
King City, CA 93930 (City, State, Zip Code) Marshall, MN 56258

**TO THE LESSEE:** In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee\* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$ 14,995.34 [amount of financing], with deductibles no more than \$10,000.00.

\*Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact U.S. Bank Equipment Finance at 800-328-5371

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent: \_\_\_\_\_ / \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_ / \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Sign Here

South Monterey County Joint Union High School District ("Lessee")  
By: Linda Grundhoffer  
Name: LINDA GRUNDHOFFER  
Title: CBO

**TO THE AGENT:** In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 800-433-6185. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name Of Agency: X \_\_\_\_\_

By: X \_\_\_\_\_  
(Agent's Signature)

Print Name: X \_\_\_\_\_

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

Insurable Value: \$ \_\_\_\_\_ [amount of financing]

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

**SUBJECT:** Monthly Cash Flow Report

**MEETING:** May 9, 2012

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

Board Goals:

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

Summary:

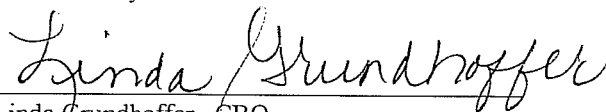
The monthly Cash Flow Report includes actual cash output through the prior month and gives an estimate of cash expenditures through June of the current year. As of the end of April, the district is showing a positive ending cash balance for the 2011-12 year.

Recommendation:

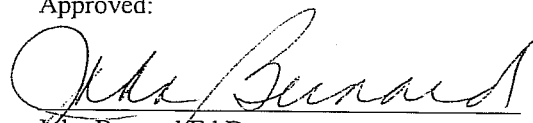
Information only.

Fiscal Impact:

Submitted By:

  
Linda Grundhoffer, CBO

Approved:

  
John Bernard Ed.D.  
State Administrator

	Object	July	August	September	October	November	December
ACTUALS THROUGH THE MONTH OF (Enter Month Name):							
A. BEGINNING CASH	9110	615,705.03	581,149.49	(348,719.59)	1,911,348.47	604,685.17	(576,010.52)
B. RECEIPTS							
Revenue Limit Sources							
Property Taxes	8020-8079	34,082.95	(26,324.47)	42,484.00	5,267.57	21,519.23	2,491,464.50
Principal Apportionment	8010-8019			1,601,783.00	252,909.96		
Miscellaneous Funds	8080-8099	2,466.31	3,511.10	3,543.09	3,471.83	3,376.77	3,414.61
Federal Revenue	8100-8299		432,901.62		(1,156.93)	62,708.00	19,897.98
Other State Revenue	8300-8599	163,850.00	74,555.00	334,527.54	171,560.37	83,915.00	354,982.00
Other Local Revenue	8600-8799	4,754.38	37,970.88	102,411.05	83,630.11	89,300.53	48,805.24
Interfund Transfers In	8910-8929					0.00	
All Other Financing Sources	8930-8979			2,000,000.00			
Other Receipts/Non-Revenue			24,035.71				
TOTAL RECEIPTS		205,153.64	546,649.84	4,084,748.68	515,682.91	260,819.53	2,918,564.33
C. DISBURSEMENTS							
Certificated Salaries	1000-1999	101,510.24	710,839.43	716,370.62	742,767.05	747,876.59	48,027.44
Classified Salaries	2000-2999	131,602.39	207,980.99	205,191.54	192,815.19	191,338.31	222,492.23
Employee Benefits	3000-3999	77,144.36	414,212.24	332,140.96	349,822.65	278,230.74	62,867.30
Books, Supplies and Services	4000-5999	297,553.81	156,352.49	172,588.24	235,687.77	182,040.86	348,424.53
Capital Outlay	6000-6599						
Other Outgo	7000-7499	20,043.97	42,092.34	986,200.16	19,584.29	42,092.34	0.00
Interfund Transfers Out	7600-7629						
All Other Financing Uses	7630-7699						
Other Disbursements/ Non Expenditures		(17.11)	816,472.45	(127.30)	(104.02)	(63.62)	
TOTAL DISBURSEMENTS		627,837.66	2,347,949.94	2,412,364.22	1,540,572.93	1,441,515.22	681,811.50
D. PRIOR YEAR TRANSACTIONS							
Accounts Receivable	9200	619,841.15	1,036,195.64	724,297.99	(326,322.30)	0.00	0.00
Accounts Payable	9500	231,712.67	164,764.62	136,614.39	(44,549.02)	0.00	(22,971.57)
TOTAL PRIOR YEAR TRANSACTIONS		388,128.48	871,431.02	587,683.60	(281,773.28)	0.00	22,971.57
E. NET INCREASE/DECREASE (B - C + D)		(34,555.54)	(929,869.08)	2,260,068.06	(1,306,663.30)	(1,180,695.69)	2,259,724.40
F. ENDING CASH (A + E)		581,149.49	(348,719.59)	1,911,348.47	604,685.17	(576,010.52)	1,683,713.88
G. ENDING CASH, PLUS ACCRUALS							

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	Object	January	February	March	April	May	June	Accruals	TOTAL
ACTUALS THROUGH THE MONTH OF (Enter Month Name):									
A. BEGINNING CASH	9110	1,683,713.88	2,950,902.00	1,879,603.81	1,612,471.77	2,229,391.61	806,823.69		
B. RECEIPTS									
Revenue Limit Sources									
Property Taxes	8020-8079	54,107.00	101,578.10	93,846.71	1,547,156.72	0.00			4,365,182.31
Principal Apportionment	8010-8019	2,904,613.00	0.00	240,100.00	166,126.00	322,374.19	322,374.19	1,178,197.04	6,988,477.38
Miscellaneous Funds	8080-8099	(114,711.58)	(13,513.37)	3,318.70	(16,743.50)	44,272.18	44,272.18		(33,321.68)
Federal Revenue	8100-8299	35,907.00	133,870.76	450,932.17	0.00	91,048.96	75,274.50	253,566.68	1,554,950.74
Other State Revenue	8300-8599	610,731.04	83,408.00	174,915.64	283,357.89	187,845.85	4,647.67	303,075.00	2,831,371.00
Other Local Revenue	8600-8799	314,820.48	27,258.68	67,240.77	93,486.73	185,683.67	61,460.89	133,375.36	1,250,198.77
Interfund Transfers In	8910-8929	0.00	0.00	0.00			0.00		0.00
All Other Financing Sources	8930-8979		0.00						2,000,000.00
Other Receipts/Non-Revenue				644,503.39		(644,503.39)	(24,035.71)		0.00
TOTAL RECEIPTS		3,805,466.94	332,602.17	1,674,857.38	2,073,383.84	186,721.46	483,993.72	1,868,214.08	18,956,858.52
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	1,428,182.13	704,384.21	730,697.21	751,836.37	761,846.63	105,694.57	42,868.41	7,592,900.90
Classified Salaries	2000-2999	195,356.87	191,846.95	192,351.79	238,445.74	191,846.95	181,759.46	22,255.78	2,365,284.19
Employee Benefits	3000-3999	440,199.68	259,421.08	266,208.24	301,074.14	265,720.30	153,538.28	6,654.48	3,207,234.45
Books, Supplies and Services	4000-5999	166,545.04	160,082.31	149,861.20	302,999.41	318,116.00	304,495.00	1,195,173.88	3,989,920.54
Capital Outlay	6000-6599								0.00
Other Outgo	7000-7499	(944,107.82)	716,297.38	406,021.43	17,716.29	71,759.50	71,759.50	104,373.62	1,553,833.00
Interfund Transfers Out	7600-7629						175,601.00		175,601.00
All Other Financing Uses	7630-7699								0.00
Other Disbursements/									0.00
Capital Expenditures		1,252,102.92	(628,131.57)	261,323.55	43.76	0.00	0.00		1,701,499.06
TOTAL DISBURSEMENTS		2,538,278.82	1,403,900.36	2,006,463.42	1,612,115.71	1,609,289.38	992,847.81	1,371,326.17	20,586,273.14
D. PRIOR YEAR TRANSACTIONS									
Accounts Receivable	9200	0.00		64,474.00	155,651.71				2,274,138.19
Accounts Payable	9500	0.00							465,571.09
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	64,474.00	155,651.71	0.00	0.00	0.00	1,808,567.10
E. NET INCREASE/DECREASE (B - C + D)		1,267,188.12	(1,071,298.19)	(267,132.04)	616,919.84	(1,422,567.92)	(508,854.09)	496,887.91	179,152.48
F. ENDING CASH (A + E)		2,950,902.00	1,879,603.81	1,612,471.77	2,229,391.61	806,823.69	297,969.60		
G. ENDING CASH, PLUS ACCRUALS									794,857.51



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

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

**MEETING:** May 9, 2012

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

Board Goals:

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

Summary:

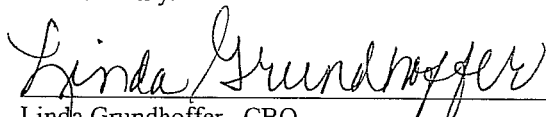
The Board Report of Revenues and Expenditures is provided monthly for the Board's information. The report includes the adopted budget, current working budget and actual activity to date for all funds of the district.

Recommendation:

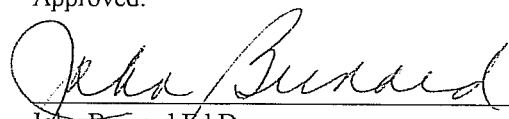
Information Only

Fiscal Impact:

Submitted By:

  
Linda Grundhoffer, CBO

Approved:

  
John Bernard Ed.D.  
State Administrator

# Board Report

From 7/1/2011 thru 4/30/2012

nd: 01 General Fund

	Approved	Working	Expended		Encumbered	Unencumbered	
			Current	Year To Date		Balance	%
<b>**** Total Adjusted Beginning Balance</b>	<u>\$1,039,406.19</u>	<u>\$2,275,324.48</u>	<u>\$2,275,324.48</u>	<u>\$2,275,324.48</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00</u>
01100 Revenue Limit State Aid - Current Year	\$6,059,759.00	\$6,085,789.00	\$4,826,630.00	\$4,826,630.00	\$0.00	\$1,259,159.00	20.69
01900 Revenue Limit State Aid - Prior Years	\$0.00	\$579,827.00	\$338,901.96	\$338,901.96	\$0.00	\$240,925.04	41.55
02100 Home Owners Exemption	\$26,000.00	\$26,000.00	\$13,961.43	\$13,961.43	\$0.00	\$12,038.57	46.30
04100 Secured Tax Rolls	\$4,369,500.00	\$4,397,809.00	\$3,971,220.38	\$3,971,220.38	\$0.00	\$426,588.62	9.70
04200 Unsecured Roll Taxes	\$165,000.00	\$165,000.00	\$166,588.16	\$166,588.16	\$0.00	(\$1,588.16)	(0.96)
04-47- Prior Years' Taxes	\$160,000.00	\$160,000.00	\$134,971.62	\$134,971.62	\$0.00	\$25,028.38	15.64
04-47- Supplemental Taxes	\$25,000.00	\$25,000.00	\$42,997.91	\$42,997.91	\$0.00	(\$17,997.91)	(71.99)
04700 Community Redevelopment Funds	\$28,309.00	\$28,309.00	\$20,390.17	\$20,390.17	\$0.00	\$7,918.83	27.97
04800 Penalties and Interest from Delinquent Taxes	\$0.00	\$0.00	\$15,052.64	\$15,052.64	\$0.00	(\$15,052.64)	0.00
09200 PERS Reduction Transfer	\$33,116.00	\$27,694.00	\$33,112.24	\$33,112.24	\$0.00	(\$5,418.24)	(19.56)
09600 Transfers to Charter Schools In-Lieu of Property Tax	(\$220,000.00)	(\$175,090.00)	(\$154,978.28)	(\$154,978.28)	\$0.00	(\$20,111.72)	11.49
18100 Special Education - Entitlement per UDC	\$356,305.00	\$393,536.00	\$321,658.43	\$321,658.43	\$0.00	\$71,877.57	18.26
29000 All Other Federal Revenues	\$1,091,599.00	\$1,161,414.74	\$813,402.17	\$813,402.17	\$0.00	\$348,012.57	29.96
31100 Other State Apportionments - Current Year	\$593,488.00	\$632,875.00	\$499,348.93	\$499,348.93	\$0.00	\$133,526.07	21.10
55000 Mandated Cost Reimbursements	\$0.00	\$69,361.00	\$69,361.00	\$69,361.00	\$0.00	\$0.00	0.00
56000 State Lottery Revenue	\$211,904.00	\$296,234.00	\$157,958.89	\$157,958.89	\$0.00	\$138,275.11	46.68
59000 All Other State Revenues	\$1,722,904.00	\$1,832,901.00	\$1,609,133.66	\$1,609,133.66	\$0.00	\$223,767.34	12.21
62500 Comm. Redevelop. Fds Not Sub. to RL Deduct.	\$30,000.00	\$26,419.00	\$26,700.29	\$26,700.29	\$0.00	(\$281.29)	(1.06)
65000 Leases and Rentals	\$26,800.00	\$12,500.00	\$19,586.60	\$19,586.60	\$0.00	(\$7,086.60)	(56.69)
66000 Interest	\$4,000.00	\$4,421.00	\$3,539.67	\$3,539.67	\$0.00	\$881.33	19.94
66200 Gains or Losses on Investments	\$0.00	\$2,043.00	\$2,042.34	\$2,042.34	\$0.00	\$0.66	0.03
67700 Interagency Services Between LEAs	\$50,000.00	\$50,000.00	\$7,227.21	\$7,227.21	\$0.00	\$42,772.79	85.55
69900 All Other Local Revenues	\$268,500.00	\$414,891.77	\$390,877.74	\$390,877.74	\$0.00	\$24,014.03	5.79

# Board Report

From 7/1/2011 thru 4/30/2012

5/2/2012 4:45:23PM

und: 01 General Fund

	Approved	Working	Expended		Encumbered	Unencumbered	
			Current	Year To Date		Balance	%
879200 Transfers of Apportionments From County Offices	\$650,000.00	\$739,924.00	\$419,705.00	\$419,705.00	\$0.00	\$320,219.00	43.28
891900 Other Authorized Interfund Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
893100 Emergency Apportionments	\$2,000,000.00	\$2,000,000.00	\$4,001,032.95	\$4,001,032.95	\$0.00	(\$2,001,032.95)	(100.05)
898000 Contributions from Unrestricted Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
899000 Contributions/Transfers from Restricted Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
<b>**** 8000 Totals</b>	<b>\$17,652,184.00</b>	<b>\$18,956,858.51</b>	<b>\$17,750,423.11</b>	<b>\$17,750,423.11</b>	<b>\$0.00</b>	<b>\$1,206,435.40</b>	<b>6.36</b>
<b>**** Total Income &amp; Beginning Balance</b>	<b>\$18,691,590.19</b>	<b>\$21,232,182.99</b>	<b>\$20,025,747.59</b>	<b>\$20,025,747.59</b>	<b>\$0.00</b>	<b>\$1,206,435.40</b>	<b>5.68</b>
110 -48- Teachers' Salaries	\$5,770,366.00	\$6,084,428.90	\$5,416,298.61	\$5,416,298.61	\$0.00	\$668,130.29	10.98
110 -48- Substitute Teachers	\$173,850.00	\$167,350.00	\$160,071.07	\$160,071.07	\$0.00	\$7,278.93	4.35
110030 Teachers Salaries - Hourly	\$14,120.00	\$42,400.00	\$37,925.50	\$37,925.50	\$0.00	\$4,474.50	10.55
110060 Teachers Salaries - Stipends	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
120000 Certificated Pupil Support Salaries	\$195,612.00	\$264,603.00	\$220,768.79	\$220,768.79	\$0.00	\$43,834.21	16.57
130000 Certificated Supervisors' and Administrators' Salaries	\$1,036,755.00	\$860,022.00	\$722,154.94	\$722,154.94	\$0.00	\$137,867.06	16.03
130010 Certificated Supervisor and Administrator Salaries-Su	\$32,000.00	\$30,872.00	\$30,872.38	\$30,872.38	\$0.00	(\$0.38)	0.00
190020 Other Certificated Salaries - Other	\$90,000.00	\$90,000.00	\$44,825.00	\$44,825.00	\$0.00	\$45,175.00	50.19
190030 Other Certificated Salaries - Hourly	\$0.00	\$42,225.00	\$41,715.00	\$41,715.00	\$0.00	\$510.00	1.21
190060 Other Certificated Salaries - Stipend	\$16,000.00	\$11,000.00	\$7,860.00	\$7,860.00	\$0.00	\$3,140.00	28.55
<b>**** 1000 Totals</b>	<b>\$7,342,703.00</b>	<b>\$7,592,900.90</b>	<b>\$6,682,491.29</b>	<b>\$6,682,491.29</b>	<b>\$0.00</b>	<b>\$910,409.61</b>	<b>11.99</b>
210000 Instructional Aides' Salaries	\$296,464.30	\$353,862.00	\$292,530.35	\$292,530.35	\$0.00	\$61,331.65	17.33
210010 Instructional Aides- Substitute	\$5,000.00	\$6,000.00	\$2,311.79	\$2,311.79	\$0.00	\$3,688.21	61.47
210030 Instructional Aides Salaries - Hourly	\$5,000.00	\$5,000.00	\$1,381.71	\$1,381.71	\$0.00	\$3,618.29	72.37
220000 Classified Support Salaries	\$1,055,617.40	\$840,825.00	\$697,078.77	\$697,078.77	\$0.00	\$143,746.23	17.10
220010 Substitute Classified Support Salaries	\$10,000.00	\$34,000.00	\$35,203.96	\$35,203.96	\$0.00	(\$1,203.96)	(3.54)
220030 Classified Support Salaries - Hourly	\$7,000.00	\$21,873.00	\$16,833.34	\$16,833.34	\$0.00	\$5,039.66	23.04

# Board Report

From 7/1/2011 thru 4/30/2012

und: 01 General Fund

	Approved	Working	Expended		Encumbered	Unencumbered	
			Current	Year To Date		Balance	%
220050 Classified Support Salaries - Overtime	\$64,500.00	\$36,300.00	\$26,551.54	\$26,551.54	\$0.00	\$9,748.46	26.86
230000 Classified Supervisors' and Administrators' Salaries	\$481,180.00	\$487,576.00	\$399,674.58	\$399,674.58	\$0.00	\$87,901.42	18.03
240000 Clerical & Office Salaries	\$446,881.19	\$476,525.19	\$409,854.15	\$409,854.15	\$0.00	\$66,671.04	13.99
240010 Substitute Clerical and Office Salaries	\$0.00	\$604.00	\$603.88	\$603.88	\$0.00	\$0.12	0.02
240030 Clerical and Office Salaries - Hourly	\$0.00	\$18,630.00	\$15,787.64	\$15,787.64	\$0.00	\$2,842.36	15.26
240050 Clerical and Office Salaries - Overtime	\$0.00	\$902.00	\$2,115.77	\$2,115.77	\$0.00	(\$1,213.77)	(134.56)
290020 Other Classified Salaries - Other	\$82,500.00	\$82,500.00	\$68,175.00	\$68,175.00	\$0.00	\$14,325.00	17.36
290 - Other Classified Salaries - Overtime	\$0.00	\$687.00	\$1,319.52	\$1,319.52	\$0.00	(\$632.52)	(92.07)
- 64 - **** 2000 Totals	\$2,454,142.89	\$2,365,284.19	\$1,969,422.00	\$1,969,422.00	\$0.00	\$395,862.19	16.74
310100 State Teachers' Retirement System. certificated	\$562,905.00	\$576,982.00	\$522,754.31	\$522,754.31	\$0.00	\$54,227.69	9.40
320200 Public Employees' Retirement System. classified	\$249,062.45	\$241,737.45	\$195,824.36	\$195,824.36	\$0.00	\$45,913.09	18.99
330100 Social Security/Medicare/Alternative. certificated	\$103,180.00	\$107,185.00	\$91,917.82	\$91,917.82	\$0.00	\$15,267.18	14.24
330200 Social Security/Medicare/Alternative. classified	\$185,376.00	\$179,759.00	\$143,690.79	\$143,690.79	\$0.00	\$36,068.21	20.06
340100 Health & Welfare Benefits. certificated	\$913,372.00	\$910,938.00	\$777,002.74	\$777,002.74	\$0.00	\$133,935.26	14.70
340200 Health & Welfare Benefits. classified	\$559,142.00	\$498,371.00	\$416,206.59	\$416,206.59	\$0.00	\$82,164.41	16.49
350100 State Unemployment Insurance. certificated	\$114,225.00	\$115,728.00	\$105,405.72	\$105,405.72	\$0.00	\$10,322.28	8.92
350200 State Unemployment Insurance. classified	\$40,675.00	\$44,356.00	\$35,761.01	\$35,761.01	\$0.00	\$8,594.99	19.38
360100 Worker's Compensation Insurance. certificated	\$174,179.00	\$176,961.00	\$160,114.79	\$160,114.79	\$0.00	\$16,846.21	9.52
360200 Worker's Compensation Insurance. classified	\$60,662.00	\$59,069.00	\$46,737.82	\$46,737.82	\$0.00	\$12,331.18	20.88
370100 Retiree Benefits. certificated	\$135,000.00	\$83,965.00	\$75,782.93	\$75,782.93	\$0.00	\$8,182.07	9.74
370200 Retiree Benefits. classified	\$45,000.00	\$32,028.00	\$24,550.22	\$24,550.22	\$0.00	\$7,477.78	23.35
380200 PERS Reduction. Classified	\$32,306.00	\$27,694.00	\$33,112.24	\$33,112.24	\$0.00	(\$5,418.24)	(19.56)
390100 Other Benefits. certificated	\$150,325.00	\$152,461.00	\$152,460.05	\$152,460.05	\$0.00	\$0.95	0.00



# Board Report

From 7/1/2011 thru 4/30/2012

5/2/2012 4:45:23PM

Fund: 01 General Fund

	Approved	Working	Expended		Encumbered	Unencumbered	
			Current	Year To Date		Balance	%
571030 Direct Costs for Transfer of Services - Field Trips	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
571035 Direct Costs for Transfer of Services - Motor Pool	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
580000 Professional/Consulting Services and Operating Expe	\$649,595.00	\$1,275,075.54	\$705,441.58	\$705,441.58	\$332,752.80	\$236,881.16	18.58
580010 Prof. Services & Operating Expenses- Legal	\$55,000.00	\$50,000.00	\$28,903.54	\$28,903.54	\$15,774.77	\$5,321.69	10.64
580020 Prof. Services & Operating Expenses - Transportatio	\$7,120.00	\$1,031.00	\$690.70	\$690.70	\$0.00	\$340.30	33.01
580040 Prof. Services & Operating Expenses - Advertising	\$0.00	\$1,264.00	\$425.45	\$425.45	\$837.90	\$0.65	0.05
580050 Prof Services & Operating Expenses-Software Licens	\$396,385.00	\$156,797.00	\$74,287.40	\$74,287.40	\$10,795.00	\$71,714.60	45.74
580 5 Prof Services and Operating Expenses - Fingerprint/	\$3,000.00	\$3,000.00	\$1,297.00	\$1,297.00	\$608.00	\$1,095.00	36.50
590 1 Communications - Telephone	\$1,200.00	\$2,500.00	\$2,442.98	\$2,442.98	\$56.26	\$0.76	0.03
590030 Communications - Postage	\$28,250.00	\$30,818.00	\$27,694.16	\$27,694.16	\$2,409.01	\$714.83	2.32
590040 Communications - Cellular Phones	\$11,810.00	\$13,995.00	\$10,368.60	\$10,368.60	\$469.48	\$3,156.92	22.56
<b>**** 5000 Totals</b>	<b>\$2,150,662.00</b>	<b>\$2,543,710.87</b>	<b>\$1,642,371.15</b>	<b>\$1,642,371.15</b>	<b>\$558,728.19</b>	<b>\$342,611.53</b>	<b>13.47</b>
<b>**** 1000 - 5000</b>	<b>\$15,915,419.34</b>	<b>\$17,155,340.08</b>	<b>\$13,605,370.34</b>	<b>\$13,605,370.34</b>	<b>\$643,017.46</b>	<b>\$2,906,952.28</b>	<b>16.94</b>
713000 State Special Schools	\$12,420.00	\$13,930.00	\$13,930.00	\$13,930.00	\$0.00	\$0.00	0.00
714200 Other Tuition, Excess Costs, and/or Deficits Pavment	\$533,656.00	\$527,218.00	\$284,153.22	\$284,153.22	\$0.00	\$243,064.78	46.10
728200 All Other Transfers to County Offices	\$28,000.00	\$18,000.00	\$13,172.58	\$13,172.58	\$0.00	\$4,827.42	26.82
731000 Transfers of Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
735000 Transfers of Indirect Costs-Interfund	(\$44,613.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
743800 Debt Service Interest	\$927,843.76	\$724,685.00	\$724,684.58	\$724,684.58	\$0.00	\$0.42	0.00
743900 Other Debt Service Pavments	\$277,000.00	\$270,000.00	\$270,000.00	\$270,000.00	\$0.00	\$0.00	0.00
761200 Between General Fund and Special Reserve Fund	\$0.00	\$0.00	\$2,001,032.95	\$2,001,032.95	\$0.00	(\$2,001,032.95)	0.00
761600 From General Fund to Cafeteria Fund	\$116,719.00	\$175,601.00	\$0.00	\$0.00	\$0.00	\$175,601.00	100.00
<b>**** 7000 Totals</b>	<b>\$1,851,025.76</b>	<b>\$1,729,434.00</b>	<b>\$3,306,973.33</b>	<b>\$3,306,973.33</b>	<b>\$0.00</b>	<b>(\$1,577,539.33)</b>	<b>(91.22)</b>
<b>**** 1000 - 7000</b>	<b>\$17,766,445.10</b>	<b>\$18,884,774.08</b>	<b>\$16,912,343.67</b>	<b>\$16,912,343.67</b>	<b>\$643,017.46</b>	<b>\$1,329,412.95</b>	<b>7.04</b>

# Board Report

From 7/1/2011 thru 4/30/2012

5/2/2012 4:45:23PM

nd: 01 General Fund

	Approved	Working	Expended		Encumbered	Unencumbered	
			Current	Year To Date		Balance	%
Total: Beginning Balance	\$1,039,406.19	\$2,275,324.48	\$2,275,324.48	\$2,275,324.48	\$0.00	\$0.00	0.00
Total: Income Current Year	\$17,652,184.00	\$18,956,858.51	\$17,750,423.11	\$17,750,423.11	\$0.00	\$1,206,435.40	6.36
Total: 1000 - 5000	\$15,915,419.34	\$17,155,340.08	\$13,605,370.34	\$13,605,370.34	\$643,017.46	\$2,906,952.28	16.94
Total: 1000 - 6000	\$15,915,419.34	\$17,155,340.08	\$13,605,370.34	\$13,605,370.34	\$643,017.46	\$2,906,952.28	16.94
Total: 1000 - 7000	\$17,766,445.10	\$18,884,774.08	\$16,912,343.67	\$16,912,343.67	\$643,017.46	\$1,329,412.95	7.04
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$925,145.09	\$2,347,408.91	\$3,113,403.92	\$3,113,403.92	(\$643,017.46)	(\$122,977.55)	(5.24)
Total Income & Beginning Balance	\$18,691,590.19	\$21,232,182.99	\$20,025,747.59	\$20,025,747.59	\$0.00	\$1,206,435.40	5.68
Total Expenditures & Ending Balance	\$18,691,590.19	\$21,232,182.99	\$20,025,747.59	\$20,025,747.59	\$0.00	\$1,206,435.40	5.68

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# Board Report

From 7/1/2011 thru 4/30/2012

5/2/2012 4:45:23PM

Fund: 09 Charter Schools Fund

	Approved	Working	Expended Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
<b>**** Total Adjusted Beginning Balance</b>	<u>\$137,733.00</u>	<u>\$234,988.51</u>	<u>\$234,988.51</u>	<u>\$234,988.51</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00</u>
801500 Charter Schools Gen Purpose Entitlement-State Aid	\$327,000.00	\$305,198.00	\$251,790.00	\$251,790.00	\$0.00	\$53,408.00	17.50
801900 Revenue Limit State Aid - Prior Years	\$0.00	\$39,771.00	\$39,929.91	\$39,929.91	\$0.00	(\$158.91)	(0.40)
809600 Transfers to Charter Schools In-Lieu of Property Tax	\$150,000.00	\$175,090.00	\$154,978.28	\$154,978.28	\$0.00	\$20,111.72	11.49
856000 State Lottery Revenue	\$0.00	\$25,711.00	\$17,517.77	\$17,517.77	\$0.00	\$8,193.23	31.87
859000 All Other State Revenues	\$30,500.00	\$30,643.00	\$31,756.00	\$31,756.00	\$0.00	(\$1,113.00)	(3.63)
866 Interest	\$100.00	\$775.00	\$466.25	\$466.25	\$0.00	\$308.75	39.84
898 Contributions from Unrestricted Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
<b>**** 8000 Totals</b>	<u>\$507,600.00</u>	<u>\$577,188.00</u>	<u>\$496,438.21</u>	<u>\$496,438.21</u>	<u>\$0.00</u>	<u>\$80,749.79</u>	<u>13.99</u>
<b>**** Total Income &amp; Beginning Balance</b>	<u>\$645,333.00</u>	<u>\$812,176.51</u>	<u>\$731,426.72</u>	<u>\$731,426.72</u>	<u>\$0.00</u>	<u>\$80,749.79</u>	<u>9.94</u>
110000 Teachers' Salaries	\$57,608.00	\$95,200.00	\$72,428.08	\$72,428.08	\$0.00	\$22,771.92	23.92
110010 Substitute Teachers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
110030 Teachers Salaries - Hourly	\$155,000.00	\$94,000.00	\$74,530.00	\$74,530.00	\$0.00	\$19,470.00	20.71
130000 Certificated Supervisors' and Administrators' Salaries	\$46,856.00	\$84,554.00	\$52,380.66	\$52,380.66	\$0.00	\$32,173.34	38.05
<b>**** 1000 Totals</b>	<u>\$259,464.00</u>	<u>\$273,754.00</u>	<u>\$199,338.74</u>	<u>\$199,338.74</u>	<u>\$0.00</u>	<u>\$74,415.26</u>	<u>27.18</u>
240000 Clerical & Office Salaries	\$35,038.00	\$35,038.00	\$30,802.10	\$30,802.10	\$0.00	\$4,235.90	12.09
<b>**** 2000 Totals</b>	<u>\$35,038.00</u>	<u>\$35,038.00</u>	<u>\$30,802.10</u>	<u>\$30,802.10</u>	<u>\$0.00</u>	<u>\$4,235.90</u>	<u>12.09</u>
310100 State Teachers' Retirement System. certificated	\$21,191.00	\$21,711.00	\$12,497.03	\$12,497.03	\$0.00	\$9,213.97	42.44
320200 Public Employees' Retirement System. classified	\$3,755.00	\$3,755.00	\$3,364.52	\$3,364.52	\$0.00	\$390.48	10.40
330100 Social Security/Medicare/Alternative. certificated	\$31,124.00	\$31,360.00	\$2,255.86	\$2,255.86	\$0.00	\$29,104.14	92.81
330200 Social Security/Medicare/Alternative. classified	\$2,680.00	\$2,680.00	\$2,356.43	\$2,356.43	\$0.00	\$323.57	12.07



# Board Report

From 7/1/2011 thru 4/30/2012

nd: 09 Charter Schools Fund

	Approved	Working	Expended		Encumbered	Unencumbered	
			Current	Year To Date		Balance	%
40100 Health & Welfare Benefits. certificated	\$16,230.00	\$16,988.00	\$12,247.92	\$12,247.92	\$0.00	\$4,740.08	27.90
40200 Health & Welfare Benefits. classified	\$10,820.00	\$10,820.00	\$9,348.93	\$9,348.93	\$0.00	\$1,471.07	13.60
50100 State Unemployment Insurance. certificated	\$4,135.00	\$4,232.00	\$3,192.97	\$3,192.97	\$0.00	\$1,039.03	24.55
50200 State Unemployment Insurance. classified	\$564.00	\$564.00	\$495.88	\$495.88	\$0.00	\$68.12	12.08
60100 Worker's Compensation Insurance. certificated	\$6,284.00	\$6,431.00	\$4,851.78	\$4,851.78	\$0.00	\$1,579.22	24.56
60200 Worker's Compensation Insurance. classified	\$857.00	\$857.00	\$753.60	\$753.60	\$0.00	\$103.40	12.07
80200 PERS Reduction. Classified	\$810.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
<b>**** 3000 Totals</b>	<b>\$98,450.00</b>	<b>\$99,398.00</b>	<b>\$51,364.92</b>	<b>\$51,364.92</b>	<b>\$0.00</b>	<b>\$48,033.08</b>	<b>48.32</b>
10000 Approved Textbooks and Core Curricula Materials	\$6,000.00	\$7,224.00	\$7,223.92	\$7,223.92	\$0.00	\$0.08	0.00
20000 Books and Reference Materials	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
30000 Materials and Supplies	\$2,500.00	\$4,589.00	\$2,532.55	\$2,532.55	\$702.90	\$1,353.55	29.50
<b>**** 4000 Totals</b>	<b>\$10,000.00</b>	<b>\$11,813.00</b>	<b>\$9,756.47</b>	<b>\$9,756.47</b>	<b>\$702.90</b>	<b>\$1,353.63</b>	<b>11.46</b>
20000 Travel and Conferences	\$5,500.00	\$1,763.00	\$1,462.82	\$1,462.82	\$0.00	\$300.18	17.03
30000 Dues and Memberships	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
60010 Maintenance Agreements	\$1,500.00	\$1,900.00	\$1,531.26	\$1,531.26	\$0.00	\$368.74	19.41
60030 Leases and Rentals	\$2,750.00	\$4,293.00	\$3,165.43	\$3,165.43	\$977.57	\$150.00	3.49
80000 Professional/Consulting Services and Operating Expe	\$1,000.00	\$1,131.00	\$1,800.46	\$1,800.46	\$0.00	(\$669.46)	(59.19)
80050 Prof Services & Operating Expenses-Software Licens	\$0.00	\$0.00	\$16,250.00	\$16,250.00	\$0.00	(\$16,250.00)	0.00
<b>**** 5000 Totals</b>	<b>\$10,900.00</b>	<b>\$9,087.00</b>	<b>\$24,209.97</b>	<b>\$24,209.97</b>	<b>\$977.57</b>	<b>(\$16,100.54)</b>	<b>(177.18)</b>
<b>**** 1000 - 5000</b>	<b>\$413,852.00</b>	<b>\$429,090.00</b>	<b>\$315,472.20</b>	<b>\$315,472.20</b>	<b>\$1,680.47</b>	<b>\$111,937.33</b>	<b>26.09</b>
35000 Transfers of Indirect Costs-Interfund	\$44,613.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
61900 Other Authorized Interfund Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00

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# Board Report

From 7/1/2011 thru 4/30/2012

und: 09 Charter Schools Fund

	Approved	Working	Expended Current	Expended Year To Date	Encumbered	Unencumbered Balance	%
**** 7000 Totals	\$44,613.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
**** 1000 - 7000	\$458,465.00	\$429,090.00	\$315,472.20	\$315,472.20	\$1,680.47	\$111,937.33	26.09

# Board Report

From 7/1/2011 thru 4/30/2012

nd: 09 Charter Schools Fund

	Approved	Working	Expended		Encumbered	Unencumbered	
			Current	Year To Date		Balance	%
Total: Beginning Balance	\$137,733.00	\$234,988.51	\$234,988.51	\$234,988.51	\$0.00	\$0.00	0.00
Total: Income Current Year	\$507,600.00	\$577,188.00	\$496,438.21	\$496,438.21	\$0.00	\$80,749.79	13.99
Total: 1000 - 5000	\$413,852.00	\$429,090.00	\$315,472.20	\$315,472.20	\$1,680.47	\$111,937.33	26.09
Total: 1000 - 6000	\$413,852.00	\$429,090.00	\$315,472.20	\$315,472.20	\$1,680.47	\$111,937.33	26.09
Total: 1000 - 7000	\$458,465.00	\$429,090.00	\$315,472.20	\$315,472.20	\$1,680.47	\$111,937.33	26.09
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$186,868.00	\$383,086.51	\$415,954.52	\$415,954.52	(\$1,680.47)	(\$31,187.54)	(8.14)
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Total Income & Beginning Balance	\$645,333.00	\$812,176.51	\$731,426.72	\$731,426.72	\$0.00	\$80,749.79	9.94
Total Expenditures & Ending Balance	\$645,333.00	\$812,176.51	\$731,426.72	\$731,426.72	\$0.00	\$80,749.79	9.94



# Board Report

From 7/1/2011 thru 4/30/2012

nd: 13 Cafeteria Fund

	Approved	Working	Expended		Encumbered	Unencumbered	
			Current	Year To Date		Balance	%
70000 Food	\$200,000.00	\$435,612.00	\$364,072.15	\$364,072.15	\$36,906.01	\$34,633.84	7.95
**** 4000 Totals	<u>\$214,500.00</u>	<u>\$440,112.00</u>	<u>\$366,037.82</u>	<u>\$366,037.82</u>	<u>\$38,133.79</u>	<u>\$35,940.39</u>	<u>8.17</u>
20000 Travel and Conferences	\$1,500.00	\$1,500.00	\$1,325.62	\$1,325.62	\$0.00	\$174.38	11.63
60000 Rentals, Leases and Repairs	\$13,485.00	\$3,000.00	\$232.75	\$232.75	\$0.00	\$2,767.25	92.24
80000 Professional/Consulting Services and Operating Expe	\$5,115.00	\$8,115.00	\$3,719.83	\$3,719.83	\$1,408.36	\$2,986.81	36.81
**** 5000 Totals	<u>\$20,100.00</u>	<u>\$12,615.00</u>	<u>\$5,278.20</u>	<u>\$5,278.20</u>	<u>\$1,408.36</u>	<u>\$5,928.44</u>	<u>47.00</u>
**** 1000 - 5000	<u>\$425,321.00</u>	<u>\$608,679.00</u>	<u>\$500,707.50</u>	<u>\$500,707.50</u>	<u>\$39,542.15</u>	<u>\$68,429.35</u>	<u>11.24</u>

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# Board Report

From 7/1/2011 thru 4/30/2012

5/2/2012 4:45:23PM

id: 13 Cafeteria Fund

	Approved	Working	Expended		Encumbered	Unencumbered	
			Current	Year To Date		Balance	%
Total: Beginning Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Income Current Year	\$426,719.00	\$608,679.00	\$292,182.02	\$292,182.02	\$0.00	\$316,496.98	52.00
Total: 1000 - 5000	\$425,321.00	\$608,679.00	\$500,707.50	\$500,707.50	\$39,542.15	\$68,429.35	11.24
Total: 1000 - 6000	\$425,321.00	\$608,679.00	\$500,707.50	\$500,707.50	\$39,542.15	\$68,429.35	11.24
Total: 1000 - 7000	\$425,321.00	\$608,679.00	\$500,707.50	\$500,707.50	\$39,542.15	\$68,429.35	11.24
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$1,398.00	\$0.00	(\$208,525.48)	(\$208,525.48)	(\$39,542.15)	\$248,067.63	0.00
Total Income & Beginning Balance	\$426,719.00	\$608,679.00	\$292,182.02	\$292,182.02	\$0.00	\$316,496.98	52.00
Total Expenditures & Ending Balance	\$426,719.00	\$608,679.00	\$292,182.02	\$292,182.02	\$0.00	\$316,496.98	52.00

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# Board Report

From 7/1/2011 thru 4/30/2012

nd: 14 Deferred Maintenance Fund

	Approved	Working	Expended		Encumbered	Unencumbered	
			Current	Year To Date		Balance	%
<b>**** Total Adjusted Beginning Balance</b>	<u>\$0.00</u>	<u>\$7,095.67</u>	<u>\$7,095.67</u>	<u>\$7,095.67</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00</u>
66000 Interest	\$0.00	\$39.00	\$24.05	\$24.05	\$0.00	\$14.95	38.33
66200 Gains or Losses on Investments	\$0.00	\$428.00	\$427.86	\$427.86	\$0.00	\$0.14	0.03
<b>**** 8000 Totals</b>	<u>\$0.00</u>	<u>\$467.00</u>	<u>\$451.91</u>	<u>\$451.91</u>	<u>\$0.00</u>	<u>\$15.09</u>	<u>3.23</u>
<b>**** Total Income &amp; Beginning Balance</b>	<u>\$0.00</u>	<u>\$7,562.67</u>	<u>\$7,547.58</u>	<u>\$7,547.58</u>	<u>\$0.00</u>	<u>\$15.09</u>	<u>0.20</u>
30000 Materials and Supplies	\$0.00	\$2,700.00	\$2,690.53	\$2,690.53	\$0.00	\$9.47	0.35
<b>**** 4000 Totals</b>	<u>\$0.00</u>	<u>\$2,700.00</u>	<u>\$2,690.53</u>	<u>\$2,690.53</u>	<u>\$0.00</u>	<u>\$9.47</u>	<u>0.35</u>
60020 Repairs	\$0.00	\$2,300.00	\$174.00	\$174.00	\$0.00	\$2,126.00	92.43
<b>**** 5000 Totals</b>	<u>\$0.00</u>	<u>\$2,300.00</u>	<u>\$174.00</u>	<u>\$174.00</u>	<u>\$0.00</u>	<u>\$2,126.00</u>	<u>92.43</u>
<b>**** 1000 - 5000</b>	<u>\$0.00</u>	<u>\$5,000.00</u>	<u>\$2,864.53</u>	<u>\$2,864.53</u>	<u>\$0.00</u>	<u>\$2,135.47</u>	<u>42.71</u>
43900 Other Debt Service Payments	\$0.00	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00	0.00
<b>**** 7000 Totals</b>	<u>\$0.00</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00</u>
<b>**** 1000 - 7000</b>	<u>\$0.00</u>	<u>\$7,000.00</u>	<u>\$4,864.53</u>	<u>\$4,864.53</u>	<u>\$0.00</u>	<u>\$2,135.47</u>	<u>30.51</u>

# Board Report

From 7/1/2011 thru 4/30/2012

id: 14 Deferred Maintenance Fund

	Approved	Working	Expended		Encumbered	Unencumbered	
			Current	Year To Date		Balance	%
Total: Beginning Balance	\$0.00	\$7,095.67	\$7,095.67	\$7,095.67	\$0.00	\$0.00	0.00
Total: Income Current Year	\$0.00	\$467.00	\$451.91	\$451.91	\$0.00	\$15.09	3.23
Total: 1000 - 5000	\$0.00	\$5,000.00	\$2,864.53	\$2,864.53	\$0.00	\$2,135.47	42.71
Total: 1000 - 6000	\$0.00	\$5,000.00	\$2,864.53	\$2,864.53	\$0.00	\$2,135.47	42.71
Total: 1000 - 7000	\$0.00	\$7,000.00	\$4,864.53	\$4,864.53	\$0.00	\$2,135.47	30.51
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$0.00	\$562.67	\$2,683.05	\$2,683.05	\$0.00	(\$2,120.38)	(377.41)
Total Income & Beginning Balance	\$0.00	\$7,562.67	\$7,547.58	\$7,547.58	\$0.00	\$15.09	0.20
Total Expenditures & Ending Balance	\$0.00	\$7,562.67	\$7,547.58	\$7,547.58	\$0.00	\$15.09	0.20

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# Board Report

From 7/1/2011 thru 4/30/2012

id: 17 Special Reserve Fund for Other than

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

# Board Report

From 7/1/2011 thru 4/30/2012

5/2/2012 4:45:23PM

id: 17 Special Reserve Fund for Other than

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

# Board Report

From 7/1/2011 thru 4/30/2012

und: 25 Capital Facilities Fund

	Approved	Working	Expended		Encumbered	Unencumbered	
			Current	Year To Date		Balance	%
<b>**** Total Adjusted Beginning Balance</b>	<u>\$551,368.98</u>	<u>\$570,420.12</u>	<u>\$570,420.12</u>	<u>\$570,420.12</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00</u>
866000 Interest	\$2,500.00	\$2,500.00	\$2,034.00	\$2,034.00	\$0.00	\$466.00	18.64
866200 Gains or Losses on Investments	\$0.00	\$2,707.00	\$2,707.14	\$2,707.14	\$0.00	(\$0.14)	(0.01)
868100 Mitigation/Developer Fees	\$5,000.00	\$5,000.00	\$49,207.49	\$49,207.49	\$0.00	(\$44,207.49)	(884.15)
<b>**** 8000 Totals</b>	<u>\$7,500.00</u>	<u>\$10,207.00</u>	<u>\$53,948.63</u>	<u>\$53,948.63</u>	<u>\$0.00</u>	<u>(\$43,741.63)</u>	<u>(428.55)</u>
<b>**** Total Income &amp; Beginning Balance</b>	<u>\$558,868.98</u>	<u>\$580,627.12</u>	<u>\$624,368.75</u>	<u>\$624,368.75</u>	<u>\$0.00</u>	<u>(\$43,741.63)</u>	<u>(7.53)</u>
440 - Noncapitalized Equipment	\$0.00	\$2,500.00	\$2,412.60	\$2,412.60	\$0.00	\$87.40	3.50
<b>**** 4000 Totals</b>	<u>\$0.00</u>	<u>\$2,500.00</u>	<u>\$2,412.60</u>	<u>\$2,412.60</u>	<u>\$0.00</u>	<u>\$87.40</u>	<u>3.50</u>
580000 Professional/Consulting Services and Operating Expe	\$0.00	\$23,144.00	\$5,400.00	\$5,400.00	\$0.00	\$17,744.00	76.67
<b>**** 5000 Totals</b>	<u>\$0.00</u>	<u>\$23,144.00</u>	<u>\$5,400.00</u>	<u>\$5,400.00</u>	<u>\$0.00</u>	<u>\$17,744.00</u>	<u>76.67</u>
<b>**** 1000 - 5000</b>	<u>\$0.00</u>	<u>\$25,644.00</u>	<u>\$7,812.60</u>	<u>\$7,812.60</u>	<u>\$0.00</u>	<u>\$17,831.40</u>	<u>69.53</u>
540000 Equipment - Over \$5000 per unit	\$0.00	\$38,463.00	\$38,462.44	\$38,462.44	\$0.00	\$0.56	0.00
<b>**** 6000 Totals</b>	<u>\$0.00</u>	<u>\$38,463.00</u>	<u>\$38,462.44</u>	<u>\$38,462.44</u>	<u>\$0.00</u>	<u>\$0.56</u>	<u>0.00</u>
<b>**** 1000 - 6000</b>	<u>\$0.00</u>	<u>\$64,107.00</u>	<u>\$46,275.04</u>	<u>\$46,275.04</u>	<u>\$0.00</u>	<u>\$17,831.96</u>	<u>27.82</u>
743800 Debt Service Interest	\$30,447.00	\$27,397.00	\$27,396.99	\$27,396.99	\$0.00	\$0.01	0.00
743900 Other Debt Service Pavments	\$78,226.00	\$79,276.00	\$79,275.77	\$79,275.77	\$0.00	\$0.23	0.00
<b>**** 7000 Totals</b>	<u>\$108,673.00</u>	<u>\$106,673.00</u>	<u>\$106,672.76</u>	<u>\$106,672.76</u>	<u>\$0.00</u>	<u>\$0.24</u>	<u>0.00</u>
<b>**** 1000 - 7000</b>	<u>\$108,673.00</u>	<u>\$170,780.00</u>	<u>\$152,947.80</u>	<u>\$152,947.80</u>	<u>\$0.00</u>	<u>\$17,832.20</u>	<u>10.44</u>

# Board Report

From 7/1/2011 thru 4/30/2012

id: 25 Capital Facilities Fund

	Approved	Working	Expended		Encumbered	Unencumbered	
			Current	Year To Date		Balance	%
Total: Beginning Balance	\$551,368.98	\$570,420.12	\$570,420.12	\$570,420.12	\$0.00	\$0.00	0.00
Total: Income Current Year	\$7,500.00	\$10,207.00	\$53,948.63	\$53,948.63	\$0.00	(\$43,741.63)	(428.55)
Total: 1000 - 5000	\$0.00	\$25,644.00	\$7,812.60	\$7,812.60	\$0.00	\$17,831.40	69.53
Total: 1000 - 6000	\$0.00	\$64,107.00	\$46,275.04	\$46,275.04	\$0.00	\$17,831.96	27.82
Total: 1000 - 7000	\$108,673.00	\$170,780.00	\$152,947.80	\$152,947.80	\$0.00	\$17,832.20	10.44
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$450,195.98	\$409,847.12	\$471,420.95	\$471,420.95	\$0.00	(\$61,573.83)	(15.02)
- 65 -							
Total Income & Beginning Balance	\$558,868.98	\$580,627.12	\$624,368.75	\$624,368.75	\$0.00	(\$43,741.63)	(7.53)
Total Expenditures & Ending Balance	\$558,868.98	\$580,627.12	\$624,368.75	\$624,368.75	\$0.00	(\$43,741.63)	(7.53)

# Board Report

From 7/1/2011 thru 4/30/2012

id: 35 School Facility Program (Regular)

	Approved	Working	Expended		Encumbered	Unencumbered	
			Current	Year To Date		Balance	%
<b>**** Total Adjusted Beginning Balance</b>	<u>\$3,354,735.95</u>	<u>\$3,368,521.51</u>	<u>\$3,368,521.51</u>	<u>\$3,368,521.51</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00</u>
56000 Interest	\$12,500.00	\$17,500.00	\$11,828.18	\$11,828.18	\$0.00	\$5,671.82	32.41
56200 Gains or Losses on Investments	\$0.00	\$12,992.00	\$12,991.58	\$12,991.58	\$0.00	\$0.42	0.00
<b>**** 8000 Totals</b>	<u>\$12,500.00</u>	<u>\$30,492.00</u>	<u>\$24,819.76</u>	<u>\$24,819.76</u>	<u>\$0.00</u>	<u>\$5,672.24</u>	<u>18.60</u>
<b>**** Total Income &amp; Beginning Balance</b>	<u>\$3,367,235.95</u>	<u>\$3,399,013.51</u>	<u>\$3,393,341.27</u>	<u>\$3,393,341.27</u>	<u>\$0.00</u>	<u>\$5,672.24</u>	<u>0.17</u>
30000 Professional/Consulting Services and Operating Expe	\$0.00	\$44,500.00	\$24,195.25	\$24,195.25	\$20,300.00	\$4.75	0.01
<b>**** 5000 Totals</b>	<u>\$0.00</u>	<u>\$44,500.00</u>	<u>\$24,195.25</u>	<u>\$24,195.25</u>	<u>\$20,300.00</u>	<u>\$4.75</u>	<u>0.01</u>
<b>**** 1000 - 5000</b>	<u>\$0.00</u>	<u>\$44,500.00</u>	<u>\$24,195.25</u>	<u>\$24,195.25</u>	<u>\$20,300.00</u>	<u>\$4.75</u>	<u>0.01</u>
20000 Buildings and Improvement of Buildings	\$3,300,000.00	\$3,130,432.00	\$577,196.00	\$577,196.00	\$0.00	\$2,553,236.00	81.56
20010 Buildings - Architect Fees	\$0.00	\$130,856.00	\$34,555.01	\$34,555.01	\$96,300.00	\$0.99	0.00
<b>**** 6000 Totals</b>	<u>\$3,300,000.00</u>	<u>\$3,261,288.00</u>	<u>\$611,751.01</u>	<u>\$611,751.01</u>	<u>\$96,300.00</u>	<u>\$2,553,236.99</u>	<u>78.29</u>
<b>**** 1000 - 6000</b>	<u>\$3,300,000.00</u>	<u>\$3,305,788.00</u>	<u>\$635,946.26</u>	<u>\$635,946.26</u>	<u>\$116,600.00</u>	<u>\$2,553,241.74</u>	<u>77.24</u>

# Board Report

From 7/1/2011 thru 4/30/2012

5/2/2012 4:45:23PM

id: 35 School Facility Program (Regular)

	Approved	Working	Expended		Encumbered	Unencumbered	
			Current	Year To Date		Balance	%
Total: Beginning Balance	\$3,354,735.95	\$3,368,521.51	\$3,368,521.51	\$3,368,521.51	\$0.00	\$0.00	0.00
Total: Income Current Year	\$12,500.00	\$30,492.00	\$24,819.76	\$24,819.76	\$0.00	\$5,672.24	18.60
Total: 1000 - 5000	\$0.00	\$44,500.00	\$24,195.25	\$24,195.25	\$20,300.00	\$4.75	0.01
Total: 1000 - 6000	\$3,300,000.00	\$3,305,788.00	\$635,946.26	\$635,946.26	\$116,600.00	\$2,553,241.74	77.24
Total: 1000 - 7000	\$3,300,000.00	\$3,305,788.00	\$635,946.26	\$635,946.26	\$116,600.00	\$2,553,241.74	77.24
Total: 9710 - 9719	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: 9770 - 9780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total: Estimated Fund Balance (9790)	\$67,235.95	\$93,225.51	\$2,757,395.01	\$2,757,395.01	(\$116,600.00)	(\$2,547,569.50)	1,732.71
Total Income & Beginning Balance	\$3,367,235.95	\$3,399,013.51	\$3,393,341.27	\$3,393,341.27	\$0.00	\$5,672.24	0.17
Total Expenditures & Ending Balance	\$3,367,235.95	\$3,399,013.51	\$3,393,341.27	\$3,393,341.27	\$0.00	\$5,672.24	0.17

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SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Board Policies – First Reading

MEETING: May 9, 2012

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

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Board Goals:

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

Summary:

One policy is presented as a first reading.

Recommendation:

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

Fiscal Impact:

None

Submitted By:

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Approved:



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John Bernard Ed.D.  
State Administrator

BP 4140, 4240 Personnel

### **Bargaining Units**

**The Governing Board recognizes the right of district employees to form bargaining units, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.**

*(cf. 4141/4241 - Collective Bargaining Agreement)*  
*(cf. 4143/4243 - Negotiations/Consultation)*  
*(cf. 9000 - Role of the Board)*

**The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)**

**Neither the district nor the employee organization shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3543.6)**

*(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)*

### **Formation of Bargaining Units**

**Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)**

**The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)**

- 1. The bargaining unit includes all supervisory employees.**
- 2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.**

*(cf. 4300 - Administrative and Supervisory Personnel)*  
*(cf. 4301 - Administrative Staff Organization)*  
*(cf. 4312.1 - Contracts)*

**For this purpose, supervisory employee means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall,**



promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions, but that organization shall not meet and negotiate with the district. For this purpose: (Government Code 3540.1, 3543.4)

1. Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.
2. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

#### **Payment of Dues or Service Fee**

Upon the written request of a recognized employee organization, the Superintendent or designee shall deduct the amount of organization dues or the fair share service fee, determined in accordance with Government Code 3546, from the wages and salary of each employee represented by that employee organization and shall pay that amount to the employee organization. (Education Code 45060, 45168; Government Code 3546)

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment. However, such an employee may be required to pay an amount equal to the service fee to a designated charitable fund. (Government Code 3546.3)

Each employee organization shall, within 60 days after the end of its fiscal year, provide the Board and the employees who are members of the organization with a detailed financial report consisting of a balance sheet and an operating statement. If the employee organization fails to provide the financial report, the Board may issue an order compelling the organization to provide the financial report or any employee within the organization may petition the Board for such an order. (Government Code 3546.5)

*(cf. 3460 - Financial Reports and Accountability)*

**The Superintendent or designee may provide an employee organization with the home address and home telephone number of employees, except any employees performing law enforcement-related functions and any employees who provide written request that the information not be disclosed for this purpose. (Government Code 6254.3)**

*(cf. 1340 - Access to District Records)*

Legal Reference:

EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees  
45100.5 Senior management positions  
45104.5 Abolishment of senior classified management positions  
45108.5 Definitions of senior classified management employees  
45108.7 Waiver of provisions of 45108.5  
45168 Deduction of fees from salary or wage payment, classified employees  
45220-45320 Merit system, classified employees

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act, especially:

3540.1 Definitions  
3543.4 Management position; representation  
3545 Appropriateness of unit; basis  
6254.3 Disclosure of employee contact information to employee organization  
6503.5 Joint powers agencies  
53260-53264 Employment contracts

CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings  
33700-33710 Severance of established unit  
34020 Petition to rescind organizational security arrangement  
34055 Reinstatement of organizational security arrangement

COURT DECISIONS

County of Los Angeles v. Service Employees International Union, Local 721, (2011), 192 Cal.App.4th 1409

Management Resources:

CSBA PUBLICATIONS

Collective Bargaining DVD-ROM  
Before the Strike: Planning Ahead in Difficult Negotiations, 1996

WEB SITES

CSBA: <http://www.csba.org>  
Association of California School Administrators: <http://www.acsa.org>  
California Federation of Teachers: <http://www.cft.org>  
California School Employees Association: <http://www.csea.com>  
California Teachers Association: <http://www.cta.org>

BP 4140 (d)  
4240

Public Employment Relations Board: <http://www.perb.ca.gov>  
(10/95 3/07) 11/11

Policy **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**  
First Reading: May 9, 2012  
Adopted: King City, California

AR 4217.3 Personnel

**Layoff/Rehire**

**Classified employees shall be subject to layoff for lack of work or lack of funds. (Education Code 45114, 45308)**

**A classified employee shall not be laid off if a short-term employee who is employed for more than 45 days is retained to render a service that the classified employee is qualified to render. (Education Code 45117)**

*(cf. 4121 - Temporary/Substitute Personnel)*

**Order of Layoff Within a Classification/Determination of Seniority**

**Within each class, the order of layoff shall be determined by length of service. (Education Code 45114, 45308)**

**Length of service shall be determined by the date of hire. The employee who has been employed the shortest time by the district shall be laid off first.**

**For an employee in a "restricted position" under Education Code 45105 or 45259, the original date of employment in the restricted position shall be used to determine his/her length of service, provided he/she has completed six months of satisfactory service and has successfully passed the qualifying examination required for service in the class.**

*(cf. 4200 - Classified Personnel)*

**Length of service credit shall be granted for military leave of absence, including voluntary and involuntary active duty during a period of national emergency or war, as a member of the Military Reserve or the National Guard. (Education Code 45297, 45308)**

*(cf. 4161.5/4261.5/4361.5 - Military Leave)*

**Length of service credit may be granted for time spent on unpaid illness or maternity leave, unpaid family care leave, or unpaid industrial accident leave. Length of service credit shall not be granted for other types of unpaid leaves. (Education Code 45308)**

*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*

*(cf. 4261.1 - Personal Illness/Injury Leave)*

*(cf. 4261.11 - Industrial Accident/Illness Leave)*

## **Notice of Layoff**

**Whenever a classified employee is to be laid off for lack of work or lack of funds, notice shall be given to the employee, informing him/her of his/her displacement rights, if any, and reemployment right. The notice shall be given: (Education Code 45117)**

- 1. At least 45 days prior to the effective date of the layoff, if the layoff is for lack of work resulting from a bona fide reduction or elimination of service being performed.**
- 2. In writing, no later than April 29, if the layoff is for lack of funds due to the expiration of a specially funded program at the end of any school year. However, if the termination date of the specially funded program is other than June 30, the employee shall be given notice at least 45 days from the effective date of the layoff.**

**The district is not bound to provide 45-day notice in the event of an actual and existing financial inability to pay the salaries of classified employees or if the layoff is due to a lack of work resulting from conditions not foreseeable or preventable by the district. (Education Code 45117)**

**The district also is not bound to provide 45-day notice to any person hired as a short-term employee for a period not exceeding 45 days. (Education Code 45117)**

## **Reemployment**

**Classified employees laid off because of lack of work or lack of funds shall be eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. Reemployment shall be in order of seniority. Persons so laid off also have the right to apply and establish their qualification for vacant promotional positions within the district during the 39-month period. When an employee is reemployed in a class that is different from the one in which he/she had permanent status, the employee shall be required to serve the probationary period for the new position. (Education Code 45114, 45298, 45308)**

**When a vacancy occurs, the district shall give the employee with the most seniority an opportunity to accept or reject the position, by notifying him/her of the vacancy at his/her last known address by the fastest means available. The employee shall advise the district of his/her decision no later than 10 calendar days following notification. If the employee accepts, he/she shall report to work no later than two calendar weeks from the vacancy notification date or on a later date specified by the district.**

**In order to be reemployed, an employee must be capable of performing the essential duties of the job. When an otherwise eligible employee is unable to perform the essential duties of**

**the job, he/she shall be kept on the reemployment list until another opportunity becomes available or the period of reemployment eligibility expires, whichever occurs first.**

*(cf. 4032 - Reasonable Accommodation)*

**Upon rejecting two offers of reemployment, the employee's name shall be removed from the reemployment list and he/she will forfeit all reemployment rights to which he/she would otherwise be entitled.**

**When an employee is notified of a vacancy and fails to respond or report to work within time limits specified by district procedures, his/her name shall be removed from the reemployment list and all reemployment rights to which he/she would otherwise be entitled shall be forfeited.**

#### **Reinstatement of Benefits**

**When a laid-off employee is reemployed, all accumulated sick leave credit shall be restored.**

**A laid-off permanent employee shall be reemployed with all rights and benefits accorded to him/her at the time of layoff. A laid-off probationary employee shall be reemployed as a probationary employee, and the time served toward the completion of the required probationary period shall be counted. He/she shall also be reemployed with all rights and benefits accorded to him/her at the time of layoff.**

**A laid-off employee, when reemployed, shall be placed on the salary step held at the time of layoff. An employee who was bumped into a lower class shall, when reinstated to the previous class, be placed on the salary step to which he/she would have progressed had he/she remained there. An adjusted anniversary date shall be established for step increment purposes so as to reflect the actual amount of time served in the district.**

#### **Voluntary Demotion or Reduction of Hours**

**Classified employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff, or in order to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as employees who are laid off. In addition, such employees shall retain eligibility to be considered for reemployment in their previously held class or position with increased assigned time, for an additional period of time up to 24 months as determined by the Governing Board on a class-by-class basis, provided that the same test of fitness under which they qualified for appointment to that class shall still apply. (Education Code 45114, 45298)**

**Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall have the option of returning to a position in their former class or to positions with increased assigned time as vacancies become available and without limitation of time.**

**If there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority. (Education Code 45114, 45298)**

Legal Reference:

EDUCATION CODE

45101 Definitions

45103 Classified service in districts not incorporating the merit system

45105 Positions under various acts not requiring certification qualifications; classification

45113 Rules and regulations for classified service in districts not incorporating the merit system

45114 Layoff and reemployment procedures; definitions

45115 Layoff: Reinstatement from service retirement

45117 Notice of layoff

45286 Limited term employees

45297 Right to take equivalent examination while employee in military service

45298 Reemployment and promotional examination preference of persons laid off; voluntary demotions or reductions in time

45308 Order of layoff and reemployment; length of service

45309 Reinstatement of permanent noncertified employees after resignation

UNITED STATES CODE, TITLE 38

4301-4307 Veterans' Reemployment Rights

COURT DECISIONS

California School Employees Association v. The Governing Board of East Side Union High School District (2011) 193 Cal.App.4th 540

Tucker v. Grossmont Union High School District (2008) 168 Cal.App.4th 640

San Mateo City School District v. Public Employment Relations Board (1983) 33 Cal.3d 850, 866

Management Resources:

WEB SITES

California School Employees Association: <http://www.csea.com>

(6/94 11/03) 11/11

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

First reading: May 9, 2012

Adopted;

King City, California

## BP 5030 Students

**Student Wellness**

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall build a coordinated school health system that supports and reinforces health literacy through health education, physical education **and activity**, health services, nutrition services, psychological and counseling services, health promotion for staff, a safe and healthy school environment, and parent/guardian and community involvement.

- (cf. 3513.3 - Tobacco-Free Schools)*
- (cf. 3514 - Environmental Safety)*
- (cf. 3555 - Nutrition Program Compliance)***
- (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. 5141.22 - Infectious Diseases)*
- (cf. 5141.27 – Food Allergies/Special Dietary Needs)***
- (cf. 5141.3 - Health Examinations)*
- (cf. 5141.31 - Immunizations)*
- (cf. 5141.32 - Health Screening for School Entry)*
- (cf. 5141.6 - School Health Services)*
- (cf. 5142 – Safety)***
- (cf. 5146 – Married/Pregnant/Parenting Students)***
- (cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)*
- (cf. 6164.2 - Guidance/Counseling Services)*

To encourage consistent health messages between the home and school environment, the Superintendent or designee may disseminate health information to parents/guardians through district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.

- (cf. 1100 - Communication with the Public)*
- (cf. 1112 - Media Relations)*
- (cf. 1113 - District and School Web Sites)*
- (cf. 1114 - District-Sponsored Social Media)*
- (cf. 6020 - Parent Involvement)*

School Health Council/Committee

The Superintendent or designee shall permit parents/guardians, students, **school** food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b)



To fulfill this requirement, the Superintendent or designee may appoint a School Health Council or other district committee whose membership shall include representatives of these **above** groups. He/she also may invite participation of other groups or individuals, such as health educators, curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 9140 - Board Representatives)*

The school health council/committee shall **meet at least once a year** to advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the council/committee may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

### Nutrition and Physical Activity Goals

The Board shall adopt goals for nutrition promotion and education, physical activity, and other school-based activities that **are designed to promote student wellness in a manner that the Districts determines appropriate.** (42 USC 1758b)

*(cf. 0000 - Vision)*  
*(cf. 0200 - Goals for the School District)*

The district's nutrition education and physical education programs shall be based on research, consistent with the expectations established in the state's curriculum frameworks **and content standards**, and designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

*(cf. 6011 - Academic Standards)*

*(cf. 6143 - Courses of Study)*

Nutrition education shall be provided as part of the health education program and shall be integrated into other academic subjects in the regular educational program.

*(cf. 6142.8 - Comprehensive Health Education)*

The Board prohibits the marketing and advertising of non-nutritious foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, **free give-aways**, or other means.

*(cf. 1325 - Advertising and Promotion)*

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education ~~and recess~~ and may also be provided through school athletic programs, extracurricular

programs, before- and after-school programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

*(cf. 5142.2 - Safe Routes to School Program)*  
*(cf. 6142.7 - Physical Education and Activity)*  
*(cf. 6145 - Extracurricular and Cocurricular Activities)*  
*(cf. 6145.2 - Athletic Competition)*

The Board may enter into a joint use agreement to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

*(cf. 1330.1 - Joint Use Agreements)*

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness and may provide opportunities for regular physical activity among employees. Professional development may include instructional strategies that assess health knowledge and skills and promote healthy behaviors.

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

### Nutritional Guidelines for Foods Available at School

For all foods available on each campus during the school day, the district shall adopt nutritional guidelines which are consistent with 42 USC 1773 and 1779 and support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

The Board believes that foods and beverages available to students at district schools should support the health curriculum and promote optimal health, taking into consideration the needs of students with special dietary needs. Nutritional standards adopted by the district for all foods and beverages sold to students, including foods and beverages provided through the district's food service program, student stores, vending machines, fundraising, or other venues, shall meet or exceed state and federal nutritional standards.

*(cf. 3312 - Contracts)*  
*(cf. 3550 - Food Service/Child Nutrition Program)*  
*(cf. 3554 - Other Food Sales)*  
*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

**Food and beverage provided through federally reimbursable school meal programs shall meet or exceed federal regulations and guidance issued pursuant to 42 USC 1758(f)(1), 1766(a), and 1779(a) and (b), as they apply to schools (42 USC 1751 Note)**

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

*(cf. 3552 - Summer Meal Program)*

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

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes. He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

*(cf. 1230 - School-Connected Organizations)*

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

#### Program Implementation and Evaluation

~~The Superintendent shall designate one or more district or school employees, as appropriate, to ensure that each school site complies with this policy. (42 USC 1758b)~~

**The Superintendent or designee shall establish a plan for measuring implementation of the policy. The Superintendent shall designate at least one person within the District who is charged with operational responsibility for ensuring that the school sites implement the District's Student Wellness policy (42 USC 1751 Note)**

*(cf. 0500 - Accountability)*

*(cf. 3555 - Nutrition Program Compliance)*

~~The Superintendent or designee shall inform and update the public, including parents/guardians, students, and others in the community, about the contents and implementation of this policy. He/she shall periodically measure and make available to the public an assessment of the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)~~

**The Superintendent or designee shall measure the implementation of the policy District-wide. These measures shall include but not be limited to:**

- a. An analysis of the nutritional content of meals served based on a sample of menus**
- b. Student participation rates in school meal programs**

- c. **Any sales of non-nutritious foods and beverages in fundraisers or other venues outside of the District's meal programs**
- d. **Feedback from school food service personnel, school administrators, parents/guardians, students, and other appropriate persons**
- e. **Any other indicators recommended by the Superintendent and approved by the Board**

The Superintendent or designee shall report to the Board at least every two years on the implementation of this policy and any other Board policies related to nutrition and physical activity.

#### Posting Requirements

Each school shall post the district's policies and regulations on nutrition and physical activity in public view within all school cafeterias or in other central eating areas. (Education Code 49432)

#### Legal Reference:

##### EDUCATION CODE

- 33350-33354 CDE responsibilities re: physical education
  - 49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001
  - 49490-49494 School breakfast and lunch programs
  - 49500-49505 School meals
  - 49510-49520 Nutrition
  - 49530-49536 Child Nutrition Act
  - 49540-49546 Child care food program
  - 49547-49548.3 Comprehensive nutrition services
  - 49550-49561 Meals for needy students
  - 49565-49565.8 California Fresh Start pilot program
  - 49570 National School Lunch Act
  - 51210 Course of study, grades 1-6
  - 51220 Course of study, grades 7-12
  - 51222 Physical education
  - 51223 Physical education, elementary schools
  - 51795-51796.5 School instructional gardens
  - 51880-51921 Comprehensive health education
- ##### CODE OF REGULATIONS, TITLE 5
- 15500-15501 Food sales by student organizations
  - 15510 Mandatory meals for needy students
  - 15530-15535 Nutrition education
  - 15550-15565 School lunch and breakfast programs
- ##### UNITED STATES CODE, TITLE 42
- 1751-1769 National School Lunch Program, especially:
    - 1758b Local wellness policy
  - 1771-1791 Child Nutrition Act, including:
    - 1773 School Breakfast Program

1779 Rules and regulations, Child Nutrition Act  
CODE OF FEDERAL REGULATIONS, TITLE 7  
210.1-210.31 National School Lunch Program  
220.1-220.21 National School Breakfast Program  
COURT DECISIONS  
Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

Management Resources:

CSBA PUBLICATIONS  
Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009  
Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009  
Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007  
Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007  
Physical Education and California Schools, Policy Brief, rev. October 2007  
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006  
School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006  
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009  
Healthy Children Ready to Learn: A White Paper on Health, Nutrition, and Physical Education, January 2005  
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003  
CALIFORNIA PROJECT LEAN PUBLICATIONS  
Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006  
CENTER FOR COLLABORATIVE SOLUTIONS  
Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security in Afterschool Programs, March 2010  
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS  
School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide, 2005  
NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS  
Fit, Healthy and Ready to Learn, 2000  
U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS  
Dietary Guidelines for Americans, 2005  
Changing the Scene, Improving the School Nutrition Environment: A Guide to Local Action, 2000

WEB SITES

CSBA: <http://www.csba.org>  
Action for Healthy Kids: <http://www.actionforhealthykids.org>  
California Department of Education, Nutrition Services Division:  
<http://www.cde.ca.gov/ls/nu>  
California Department of Public Health: <http://www.cdph.ca.gov>  
California Healthy Kids Resource Center: <http://www.californiahealthykids.org>  
California Project LEAN (Leaders Encouraging Activity and Nutrition):  
<http://www.californiaprojectlean.org>  
California School Nutrition Association: <http://www.calsna.org>  
Center for Collaborative Solutions: <http://www.ccscenter.org>  
Centers for Disease Control and Prevention: <http://www.cdc.gov>  
Dairy Council of California: <http://www.dairycouncilofca.org>  
National Alliance for Nutrition and Activity:  
<http://www.cspinet.org/nutritionpolicy/nana.html>  
National Association of State Boards of Education: <http://www.nasbe.org>  
National School Boards Association: <http://www.nsba.org>  
School Nutrition Association: <http://www.schoolnutrition.org>  
Society for Nutrition Education: <http://www.sne.org>  
U.S. Department of Agriculture, Food Nutrition Service, wellness policy:  
<http://www.fns.usda.gov/tn/Healthy/wellnesspolicy.html>  
(11/05 11/07) 7/11

Policy

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

First reading: May 9, 2012

Adopted;

King City, California

BP 5111 Students

**Admission**

**The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of students entering a district school at any grade level about admission requirements and shall assist them with enrollment procedures.**

**The Superintendent or designee shall verify the student's age, residency, and any other admission criteria specified in law and in Board policies and administrative regulations.**

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

*(cf. 5111.1 - District Residency)*

*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*

*(cf. 5119 - Students Expelled from Other Districts)*

*(cf. 5125 - Student Records)*

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.31 - Immunizations)*

*(cf. 5141.32 - Health Screening for School Entry)*

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6173.2 - Education of Children of Military Families)*

**All resident students who are enrolling either in the school in their attendance area or in another district school shall be subject to the timelines established by the Board in BP/AR 5116.1 - Intradistrict Open Enrollment. Nonresident students may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.**

*(cf. 5116.1 - Intradistrict Open Enrollment)*

*(cf. 5117 - Interdistrict Attendance)*

*(cf. 5118 - Open Enrollment Act Transfers)*

Legal Reference:

EDUCATION CODE

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of students desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

48850-48859 Educational placement of foster youth

49076 Access to records by persons without written consent or under judicial order

49408 Information of use in emergencies

49700-49704 Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 42

11431-11435 McKinney Homeless Assistance Act

Management Resources:

CSBA PUBLICATIONS

Transitional Kindergarten, Issue Brief, July 2011

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

Dear Colleague Letter, May 6, 2011

WEB SITES

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

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

Office for Civil Rights, U.S. Department of Education: <http://www2.ed.gov/about/offices/list/ocr>  
(6/90 6/91) 11/11

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

First reading: May 9, 2012

Adopted;

King City, California



SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

**SUBJECT:** Closure of the South Monterey County  
Independent Study Charter School

**MEETING:** May 9, 2012

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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Board Goals:

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

Summary:

The district has been informed by the California Department of Education that the South Monterey County Independent Study Charter School will not be funded after the 2011-12 fiscal year. Therefore, it has been determined that the Charter School will be closed and an Independent Study Program will be run by the district.

Recommendation:

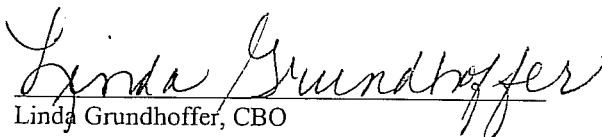
Approve Resolution #21 to close the South Monterey County Independent Study Charter School.

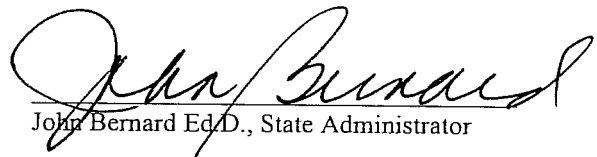
Fiscal Impact:

None

Submitted By:

Approved:

  
Linda Grundhoffer, CBO

  
John Bernard Ed.D., State Administrator

RESOLUTION OF THE GOVERNING BOARD OF THE  
SOUTH MONTEREY COUNTY HIGH SCHOOL DISTRICT

**RESOLUTION #21:11/12**

**Revocation of the Charter for the South  
Monterey County Independent Study Charter**

WHEREAS, the California Department of Education has determined that the South Monterey County Independent Study Charter School will not be funded after the 2011-12 fiscal year; and

WHEREAS, the Chief Business Official has determined that the South Monterey County Joint Union High School District can provide an independent study program through its current high schools.

THEREFORE, BE IT RESOLVED, that effective on June 30, 2012, the South Monterey County Independent Study Charter School will be closed and the charter revoked per the State Administrator.

\_\_\_\_\_ Date \_\_\_\_\_  
State Administrator

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

**SUBJECT:** Non-reemployment of Certificated Employees

**MEETING:** May 9, 2012

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**GOVERNING BOARD**

Board Goals:

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

Summary:

At the Board meeting of March 12, 2012, Dr. Bernard accepted Resolution 15: 11/12 Eliminating Certain Certificated Employees. Agreement has been reached with the King City Teacher's Association and the South Monterey County Joint Union High School District as to the laying off of teachers represented by their association. Two employees did not request a hearing and need by Board/State Administrator action to be formally laid off prior to May 15, 2012. This resolution takes that action.

Recommendation:

It is recommended that the State Administrator approve Resolution 23: 11/12 Regarding Non-Reemployment of Certificate Employees.

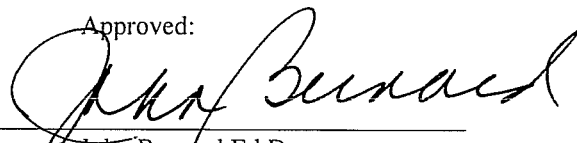
Fiscal Impact:

A total of six teaching positions will be eliminated from the budget with a corresponding savings in salary and benefits.

Submitted By:

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

Approved:

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

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

**RESOLUTION NO. 23:11/12**

**REGARDING NON-REEMPLOYMENT OF CERTIFICATED EMPLOYEES**

WHEREAS, on March 12, 2012, the Governing Board of the South Monterey County Joint Union High School District ("District") adopted Resolution No. 15:11/12 to decrease certificated staff due to a reduction in particular kinds of services not later than the beginning of the 2012-2013 school year; and

WHEREAS, notice of non-reemployment was given to the affected employees on or before March 15, 2012; and

WHEREAS, the affected employee(s) did not submit a notice of defense of the matter pursuant to Education Code section 44949(c); and

WHEREAS, the Governing Board has determined to reduce particular kinds of certificated services of the District and that a corresponding number of certificated staff be non-reemployed for the 2012-2013 school year;

NOW THEREFORE, BE IT RESOLVED, that the employees listed on Exhibit A, attached hereto and incorporated herein by reference, shall be non-reemployed effective for the 2012-2013 school year. This action shall be effective on June 30, 2012.

BE IT FURTHER RESOLVED, that the State Administrator or his designee is hereby authorized to give notice of non-reemployment on behalf of this Governing Board as required by Education Code section 44955 to those employees.

PASSED AND ADOPTED by the State Administrator of the South Monterey County Joint Union High School District on the 9<sup>th</sup> day of May, 2012.

I, John C. Bernard, Ed.D., hereby certify that the foregoing is a true and correct copy of a resolution adopted by the State Administrator of the South Monterey County Joint Union High School District at meeting thereof held on the 9<sup>th</sup> day of May, 2012.

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John C. Bernard, Ed.D. State Administrator  
South Monterey County Joint Union High School District  
County of Monterey, State of California

EXHIBIT A

1. Olsen, Eric
2. Vaughan, Barbara

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

**SUBJECT:** Board Policies – Second Reading

**MEETING:** May 9, 2012

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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Board Goals:

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

Summary:

These 6 policies were reviewed at the April 17, 2012 board meeting as a first reading.

Recommendation:

The recommendation is to approve the policies.

Fiscal Impact:

None.

Submitted By:

  
\_\_\_\_\_

Approved:



John Bernard Ed.D.  
State Administrator

## AR 3350 Business and Noninstructional Operations

### Travel Expenses/Reimbursements

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

#### Purpose

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

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

#### General

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

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

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

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

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

#### Travel Arrangements

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

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

#### Transportation

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

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

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



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

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

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

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

#### Meals

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

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

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

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

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

#### Gratuities/Tips

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

#### Lodging

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

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

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

#### Offsets

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

#### Business Expenses

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

### Personal Expenses

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

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

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

### Conference Materials/Services

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

### Required Documentation for Reimbursement of Expenses

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

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

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

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

First reading:

Adopted: May 9, 2012

King City, California

BP 4222 Personnel

**Teacher Aides/Paraprofessionals**

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

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4200 - Classified Personnel)*

*(cf. 6171 - Title I Programs)*

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

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

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

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

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

*(cf. 4131 - Staff Development)*

*(cf. 4212 - Appointment and Conditions of Employment)*

*(cf. 4215 - Evaluation/Supervision)*

*(cf. 4231 - Staff Development)*

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

*(cf. 4112.2 - Certification)*

*(cf. 4112.21 - Interns)*

Legal Reference:

EDUCATION CODE

44390-44393 California School Paraprofessional Teacher Training Program

44833 Postsecondary students as nonteaching aides

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

Management Resources:

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

Policy

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

First reading:

Adopted: May 9, 2012

King City, California

AR 4222 Personnel

**Teacher Aides/Paraprofessionals**

**Qualifications and Duties of Paraprofessionals**

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

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

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

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

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

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

All paraprofessionals working in a program supported by federal Title I funds shall have received a high school diploma or its equivalent. (20 USC 6319; 34 CFR 200.58; Education Code 45330)

*(cf. 6171 - Title I Programs)*

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

1. Completion of at least two years of study at an institution of higher education

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

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

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

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

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

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

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

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

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

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

### **Parental Notification**

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

*(cf. 5145.6 - Parental Notifications)*

(11/02 11/03) 11/05

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

First reading:

Adopted: May 9, 2012

King City, California



E 4222 Personnel

**Teacher Aides/Paraprofessionals**

**ATTESTATION REGARDING TITLE I PARAPROFESSIONALS**

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

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

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

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

Exhibit SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: May 9, 2012

King City, CA

AR 5127 Students

**Graduation Ceremonies and Activities**

**SENIOR CODE OF CONDUCT**

The Senior Code of Conduct will be distributed in the Fall to each senior in their senior English class. It will be reviewed in class and the importance of its message will be discussed. Each Senior will be responsible for reviewing and signing the Senior Code of Conduct with their parents/guardians and returning the signed document in a timely manner to their senior English teacher.

The Senior Code of Conduct was reviewed in the Fall of 1994 school year by the senior class officers, the site administration and the liaison committee before the governing Board first approved it in December, 1994

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

Adopted: May 9, 2012

King City, California

## **Graduation Ceremonies and Activities**

### **SENIOR CODE OF CONDUCT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Return to your senior English teacher.

BP 5141.21 Students

**Administering Medication And Monitoring Health Conditions**

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

*(cf. 6159 - Individualized Education Program)*

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

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

*(cf. 1250 - Visitors/Outsiders)*

*(cf. 6116 - Classroom Interruptions)*

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

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

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.23 - Asthma Management)*

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

**Administration of Medication by School Personnel**

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

School nurses and other designated school personnel shall administer medications in accordance with law, Board policy, and administrative regulation and shall be afforded appropriate liability protection.

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

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

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

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

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

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

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

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

Legal Reference:

EDUCATION CODE  
48980 Notification at beginning of term  
49407 Liability for treatment  
49408 Emergency information  
49414 Emergency epinephrine auto-injectors  
49414.5 Providing school personnel with voluntary emergency training  
49414.7 Emergency medical assistance: administration of epilepsy medication  
49422-49427 Employment of medical personnel, especially:  
49423 Administration of prescribed medication for student  
49423.1 Inhaled asthma medication  
49480 Continuing medication regimen; notice

BUSINESS AND PROFESSIONS CODE

2700-2837 Nursing, especially:

2726 Authority not conferred

2727 Exceptions in general

3501 Definitions

CODE OF REGULATIONS, TITLE 5

600-611 Administering medication to students

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

COURT DECISIONS

American Nurses Association v. O'Connell, (2010) 185 Cal.App.4th 393

Management Resources:

AMERICAN DIABETES ASSOCIATION PUBLICATIONS

Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Training Standards for the Administration of Epinephrine Auto-Injectors, December 2004

NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS

Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003

WEB SITES

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

American Diabetes Association: <http://www.diabetes.org>

California Department of Education, Health Services and School Nursing:

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

National Diabetes Education Program: <http://www.ndep.nih.gov>

U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information:

<http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

(7/10 11/10) 11/11

Policy

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

Adopted: May 9, 2012

King City, California

AR 5141.21 Students

**Administering Medication And Monitoring Health Conditions**

Definitions

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

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

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

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

Notifications to Parents/Guardians

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

*(cf. 5145.6 - Parental Notifications)*

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

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



## Parent/Guardian Responsibilities

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

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

## Parent/Guardian Statement

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

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

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

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

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

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

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

#### Health Care Provider Statement

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

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

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

*(cf. 5141.23 - Asthma Management)*

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

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

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

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

#### District Responsibilities

The school nurse or other designated school personnel shall:

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

6. Ensure that student confidentiality is appropriately maintained

*(cf. 5125 - Student Records)*

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

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

*(cf. 6145.2 - Athletic Competition)*

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

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

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

(7/10 11/10) 11/11

## BP 6153 Instruction

**SCHOOL-SPONSORED TRIPS**

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

*(cf. 6143 - Courses of Study)*

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

*(cf. 6145.2 - Athletic Competition)*

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

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

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

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

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

*(cf. 5142 - Safety)*

*(cf. 5143 - Insurance)*

*(cf. 5144 - Discipline)*

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

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

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

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

Legal Reference:

EDUCATION CODE

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

BUSINESS AND PROFESSIONS CODE

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

Management Resources:

WEB SITES

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

(9/88 3/91) 7/06

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

Adopted: May 9, 2012

King City, California

## BP 6162.51 Instruction

## Standardized Testing And Reporting Program

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

*(cf. 6162.5 - Student Assessment)*

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

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

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

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

*(cf. 6011 - Academic Standards)*

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

*(cf. 0500 - Accountability)*

## Legal Reference:

## EDUCATION CODE

51041 Evaluation of educational program

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

56345 Individualized education program, contents

60600-60630 Assessment of academic achievement

60640-60649 Standardized Testing and Reporting Program

60660-60663 Electronic learning assessment resources

60810 Assessment of language development

99300-99301 Early Assessment Program

## CODE OF REGULATIONS, TITLE 5

850-870 Standardized Testing and Reporting Program

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

Management Resources:

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



AR 6162.51 Instruction

Standardized Testing And Reporting Program

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

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

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

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6142.93 - Science Instruction)*

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

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

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

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

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

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

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

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

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

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

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

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

#### Testing Period

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

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

#### Exemptions

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

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

### Testing Variations

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

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

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

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

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

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

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

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

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

#### Staff Responsibilities

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

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

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

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

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

*(cf. 4112.2 - Certification)*

*(cf. 4113 - Assignment)*

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

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

### Report of Test Results

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

*(cf. 5145.6 - Parental Notifications)*

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

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

*(cf. 5125 - Student Records)*

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

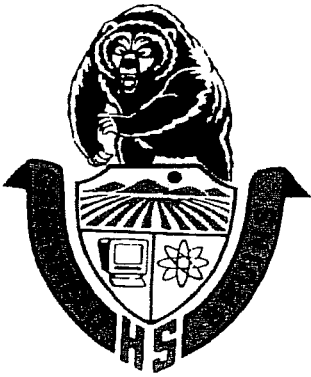
The Superintendent or designee shall present district wide, school-level, and grade-level results to the Governing Board at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student. (Education Code 60641)

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

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

Adopted: May 9, 2012

King City, California

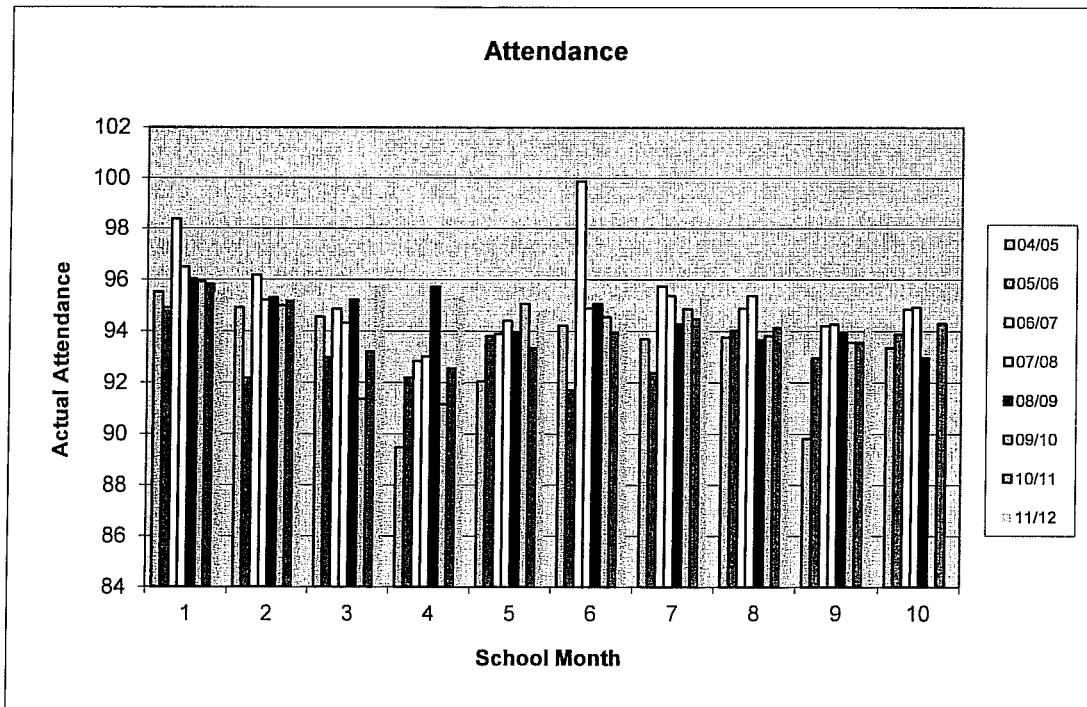


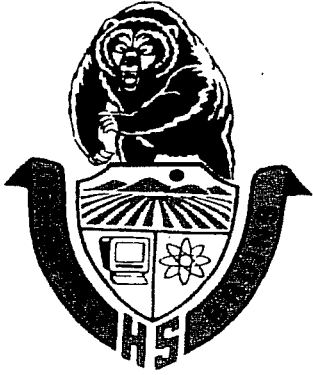
# GREENFIELD HIGH SCHOOL

James Goddard, Principal  
 Monthly School Statistics  
 April 2012

## School Attendance Percentages

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12
1	95.52	94.91	98.36	96.49	96.03	95.92	95.82	95.51
2	94.92	92.17	96.17	95.21	95.31	95	95.16	95.70
3	94.55	92.98	94.86	94.31	95.21	91.37	93.21	95.85
4	89.47	92.18	92.83	93.02	95.72	91.17	92.55	95.41
5	92.06	93.8	93.89	94.40	93.95	95.06	93.34	94.72
6	94.23	91.71	99.87	94.89	95.06	94.55	93.95	94.42
7	93.69	92.39	95.75	95.38	94.28	94.86	94.47	95.36
8	93.77	94.04	94.88	95.38	93.67	93.82	94.13	94.69
9	89.82	92.95	94.20	94.26	93.95	93.56	93.57	94.18
10	93.35	93.88	94.85	94.92	92.97		94.3	
<b>Average</b>	93.14	93.10	95.57	94.83	94.62	93.92	94.05	95.09





# GREENFIELD HIGH SCHOOL

James Goddard, Principal  
 Monthly School Statistics  
 April 2012

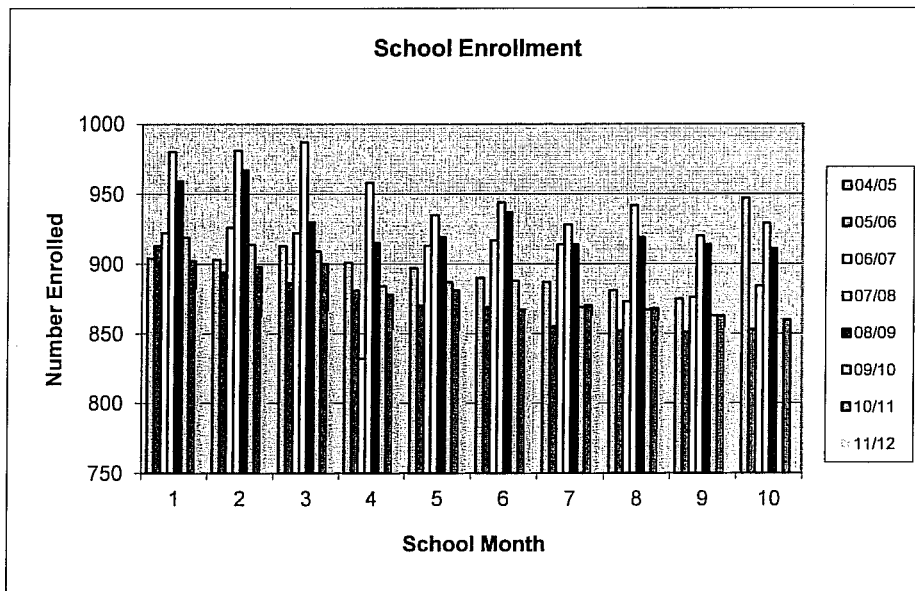
## School Enrollment

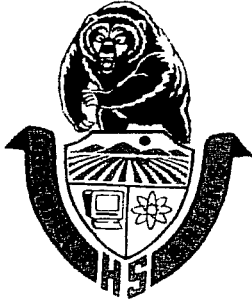
School Month

	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12
1	904	913	922	980	959	919	902	882
2	903	894	926	981	967	914	898	862
3	913	886	922	987	930	909	900	866
4	901	881	832	958	915	884	878	853
5	897	870	913	935	919	887	881	852
6	890	869	917	944	937	888	867	867
7	887	855	914	928	914	869	870	863
8	881	852	873	942	919	867	868	859
9	875	851	876	920	914	863	863	854
10	947	853	884	929	911		860	

**Average**

899.8	872.4	897.9	950.4	928.5	888.889	878.7	862
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**GREENFIELD HIGH SCHOOL**

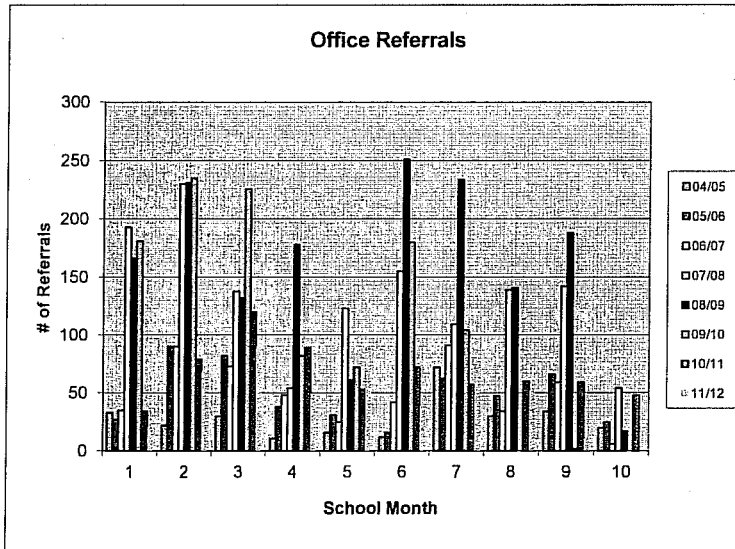
James Goddard, Principal

Monthly School Statistics

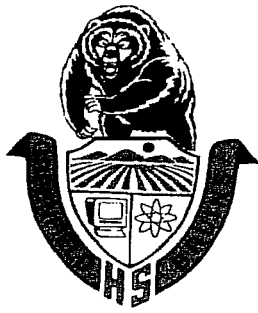
April 2012

**Office Referrals**

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12
1	33	27	35	193	166	181	34	21
2	22	90	90	230	231	235	79	69
3	30	82	73	138	132	226	120	90
4	11	38	48	54	178	82	89	50
5	16	31	25	123	61	72	53	89
6	12	16	42	155	251	180	72	39
7	72	62	91	109	234	104	57	75
8	30	47	34	139	141	0	60	52
9	34	66	59	142	188	2	59	11
10	20	25	6	54	17		48	
<b>Average</b>	28	48.4	50.3	133.7	159.9	120.222	67.1	55.111







**GREENFIELD HIGH SCHOOL**

James Goddard, Principal  
 Monthly School Statistics  
 April 2012

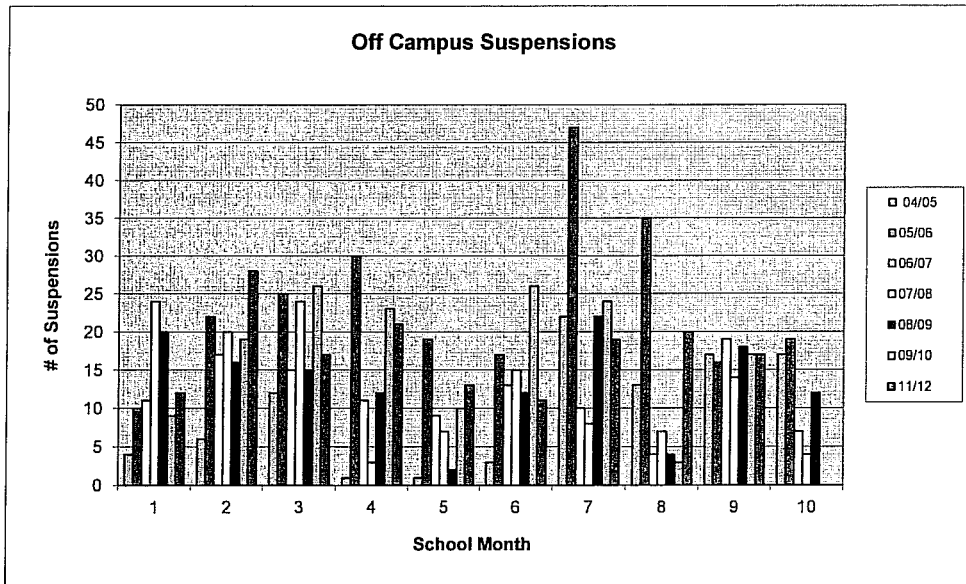
**Off Campus Suspensions**

School Month

	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12
1	4	10	11	24	20	9	8	12
2	6	22	17	20	16	19	10	28
3	12	25	15	24	15	26	35	17
4	1	30	11	3	12	23	28	21
5	1	19	9	7	2	10	27	13
6	3	17	13	15	12	26	36	11
7	22	47	10	8	22	24	37	19
8	13	35	4	7	4	3	25	20
9	17	16	19	14	18	17	27	17
10	17	19	7	4	12		24	

Average

9.6	24	11.6	12.6	13.3	17.4444	25.7	17.5556
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# KING CITY HIGH SCHOOL

Bruce Corbett

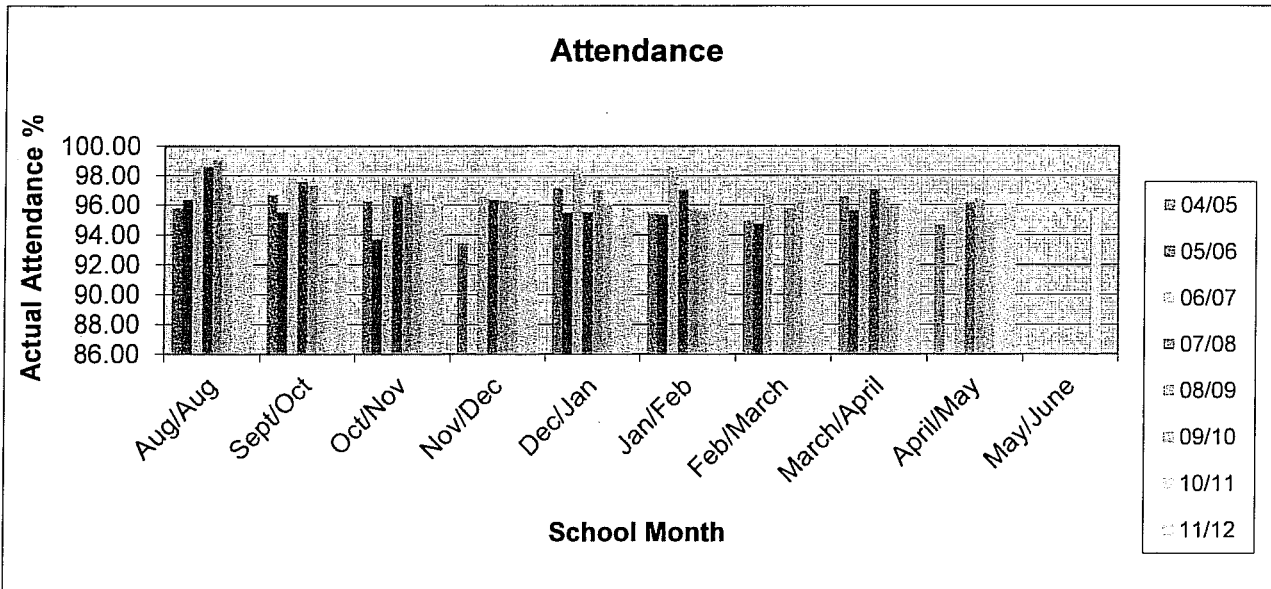
Monthly School Statistics

March 26, 2012 - April 20, 2012 (Month 9)

## SCHOOL ATTENDANCE PERCENTAGES

School Month                      04/05    05/06    06/07    07/08    08/09    09/10    10/11    11/12

<b>Aug/Aug</b>	95.80	96.40	98.30	98.60	99.08	97.40	94.49	97.07
<b>Sept/Oct</b>	96.70	95.55	97.89	97.60	97.37	95.00	90.90	96.40
<b>Oct/Nov</b>	96.27	93.71	97.52	96.62	97.53	96.20	95.35	96.73
<b>Nov/Dec</b>	93.47		96.63	96.41	96.31	96.30	95.65	96.25
<b>Dec/Jan</b>	97.15	95.51	98.20	95.53	97.06	96.10	94.72	95.70
<b>Jan/Feb</b>	95.43	95.37	98.65	97.03	95.76	95.60	96.65	95.53
<b>Feb/March</b>	94.93	94.76	96.70		95.80	96.20	96.54	96.35
<b>March/April</b>	96.60	95.66	97.36	97.08	96.47	95.90	96.23	96.34
<b>April/May</b>	94.70		96.81	96.19	96.44	94.90	94.32	96.31
<b>May/June</b>							95.59	
<b>Year Average</b>	<b>95.67</b>	<b>95.28</b>	<b>97.56</b>	<b>96.88</b>	<b>96.87</b>	<b>95.96</b>	<b>95.04</b>	<b>96.30</b>

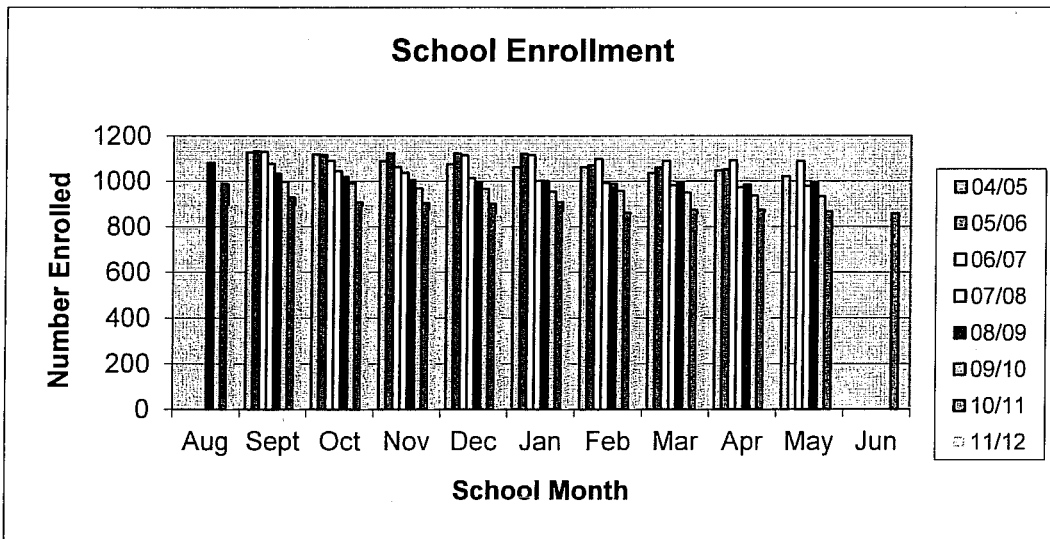


# KING CITY HIGH SCHOOL

Bruce Corbett  
 Monthly School Statistics  
 April 2012

## SCHOOL ENROLLMENT

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12
<b>Aug</b>					1080		988	891
<b>Sept</b>	1127	1132	1130	1077	1033	997	928	891
<b>Oct</b>	1118	1117	1090	1044	1019	991	907	887
<b>Nov</b>	1089	1123	1063	1038	1004	967	903	871
<b>Dec</b>	1075	1123	1114	1014	998	966	901	852
<b>Jan</b>	1062	1121	1116	1002	1002	953	908	865
<b>Feb</b>	1062	1070	1099	992	988	956	861	852
<b>Mar</b>	1036	1060	1090	982	992	949	873	854
<b>Apr</b>	1048	1051	1091	972	985	936	873	859
<b>May</b>	1022		1089	977	992	932	867	
<b>Jun</b>							858	
<b>Year Average</b>	<b>1071</b>	<b>1100</b>	<b>1098</b>	<b>1011</b>	<b>1009</b>	<b>961</b>	<b>897</b>	<b>869</b>



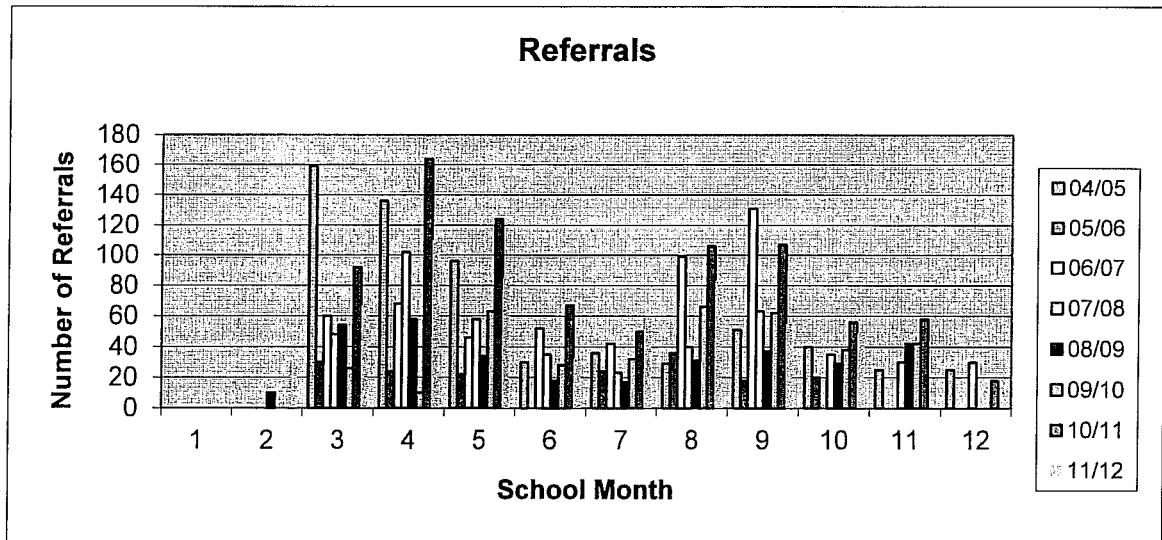
# KING CITY HIGH SCHOOL

Bruce Corbett  
Monthly School Statistics  
April 2012

## REFERRALS

School Month                      **04/05**    **05/06**    **06/07**    **07/08**    **08/09**    **09/10**    **10/11**    **11/12**

<b>Aug</b>					10			27	
<b>Sept</b>	159	30	60	48	54	26	92	67	
<b>Oct</b>	136	24	68	102	58	10	164	110	
<b>Nov</b>	96	22	46	58	34	63	124	85	
<b>Dec</b>	30		52	35	18	28	67	32	
<b>Jan</b>	36	24	42	23	17	32	50	59	
<b>Feb</b>	29	36	99	40	31	66	106	83	
<b>Mar</b>	51	18	131	63	37	62	107	55	
<b>Apr</b>	40	20		35	29	38	56	49	
<b>May</b>	25			30	42	42	58		
<b>Jun</b>	25			30			18		
<b>Year Average</b>		<b>63</b>	<b>25</b>	<b>71</b>	<b>46</b>	<b>33</b>	<b>41</b>	<b>84</b>	<b>63</b>



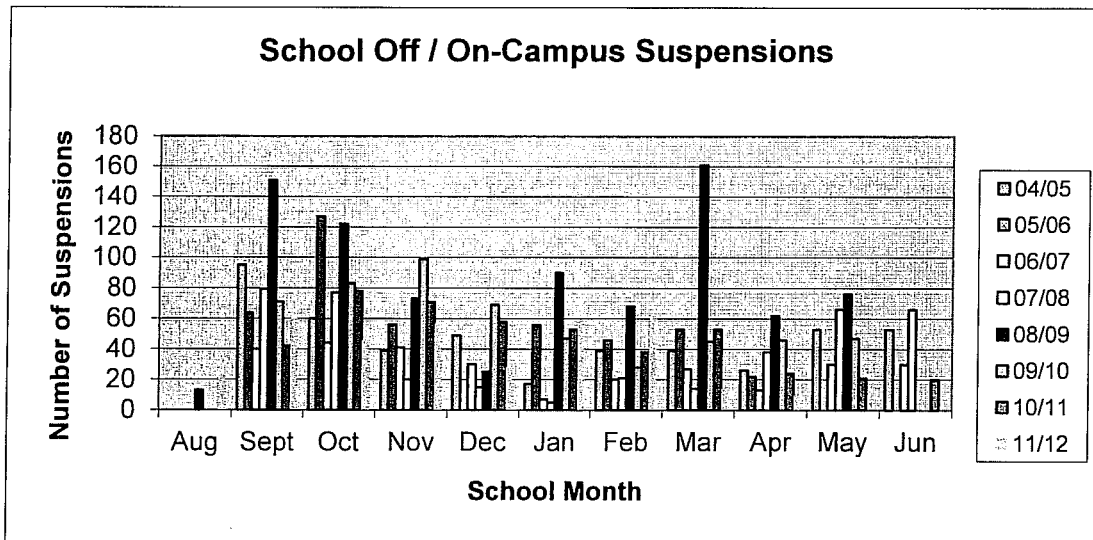
# KING CITY HIGH SCHOOL

Bruce Corbett  
Monthly School Statistics  
April 2012

## SCHOOL OFF / ON-CAMPUS SUSPENSIONS

School Month                      04/05   05/06   06/07   07/08   08/09   09/10   10/11   11/12

<b>Aug</b>					13			22
<b>Sept</b>	95	64	40	79	151	71	42	61
<b>Oct</b>	60	127	44	77	122	83	78	46
<b>Nov</b>	39	56	41	20	73	99	71	57
<b>Dec</b>	49		30	15	25	69	58	28
<b>Jan</b>	17	56	7	5	90	47	53	59
<b>Feb</b>	39	46	20	21	68	28	38	63
<b>Mar</b>	39	53	27	14	161	45	53	14
<b>Apr</b>	26	22	13	38	62	46	24	10
<b>May</b>	53		30	66	76	47	21	
<b>Jun</b>	53		30	66			20	
<b>Year Average</b>	<b>47</b>	<b>61</b>	<b>28</b>	<b>40</b>	<b>84</b>	<b>59</b>	<b>46</b>	<b>40</b>



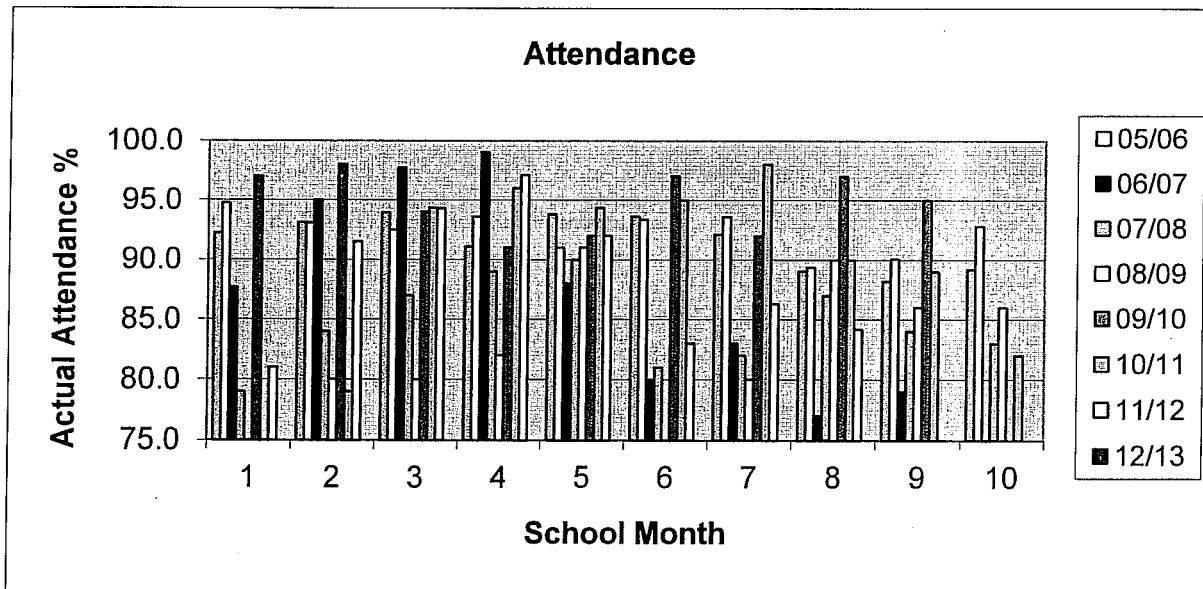
# PORTOLA-BUTLER CONTINUATION HIGH SCHOOL

Carolyn McCombs, Principal  
 Monthly School Attendance Report  
 School Year 2011-12  
 Month #9

## SCHOOL ATTENDANCE PERCENTAGES

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13
1	92.2	94.8	87.7	79.0	71.0	97.0	72.3	81.0	
2	93.1	93.1	95.0	84.0	80.0	98.0	79.0	91.5	
3	94.0	92.5	97.7	87.0	80.0	94.0	94.4	94.3	
4	91.1	93.6	99.0	89.0	82.0	91.0	96.0	97.1	
5	93.8	91.0	88.0	90.0	91.0	92.0	94.4	92.0	
6	93.6	93.4	80.0	81.0	72.0	97.0	95.0	83.0	
7	92.1	93.6	83.0	82.0	80.0	92.0	98.0	86.3	
8	89.0	89.4	77.0	87.0	90.0	97.0	90.0	84.2	
9	88.2	90.1	79.0	84.0	86.0	95.0	89.0	73.0	
10	89.2	92.8	69.0	83.0	86.0		82.0		
<b>Average</b>	91.64	92.42	85.54	84.60	81.80	94.78	89.00	86.93	

\*\* 04/05 - 09/10 Stats are from CBHS



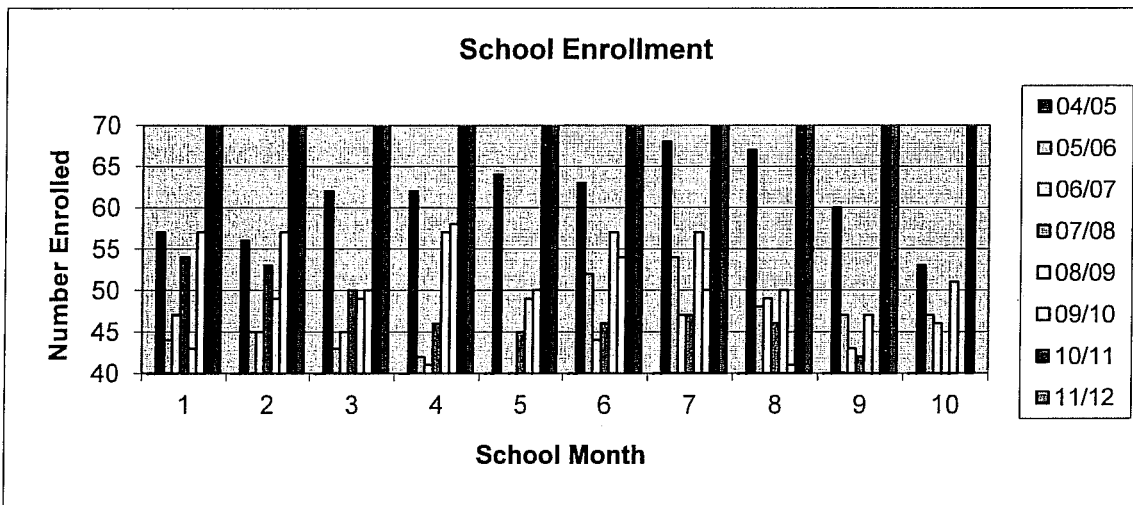
# PORTOLA-BUTLER CONTINUATION HIGH SCHOOL

Carolyn McCombs, Principal  
 Monthly School Attendance Report  
 School Year 2011-12  
 Month #9

## SCHOOL ENROLLMENT

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13
1	57	44	47	54	43	57	81	102	
2	56	45	45	53	49	57	91	91	
3	62	43	45	50	49	50	99	123	
4	62	42	41	46	57	58	99	124	
5	64	40	38	45	49	50	89	121	
6	63	52	44	46	57	54	122	109	
7	68	54	47	47	57	50	118	110	
8	67	48	49	46	50	41	113	100	
9	60	47	43	42	47	38	112	94	
10	53	47	46	38	51		106		
Average	61	46	45	47	51	51	103	108	

\*\* 04/05 - 09/10 Stats are from CBHS



# PORTOLA-BUTLER CONTINUATION HIGH SCHOOL

Carolyn McCombs, Principal  
 Monthly School Attendance Report  
 School Year 2011-12  
 Month #9

## OFFICE REFERRALS

School Month	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13
1	1	0	4	5	2	1	0	0	
2	1	2	8	2	6	0	7	15	
3	0	2	8	1	2	1	33	6	
4	1	8	2	3	2	0	17	17	
5	0	0	7	1	0	1	11	5	
6	0	4	8	6	5	14	19	8	
7	2	5	9	5	1	3	26	18	
8	2	5	7	7	1	2	11	12	
9	0	7	14	15	1	0	11	3	
10	2	5	5		0		7		

Average	1	4	7	5	2	2	14	9	
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\*\* 04/05 - 09/10 Stats are from CBHS

