

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

Wednesday, April 24, 2013

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

BOARD OF EDUCATION

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

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

OPEN SESSION: 6:00 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 Secretaria de el Superintendente antes de que la Mesa Directiva de Educación de por terminada la junta.

CLOSED SESSION: 6:05 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 #22:12/13
 - Recommendation to Expel Student #26:12/13
 - Recommendation to Expel Student #27:12/13
 - Recommendation to Expel Student #28:12/13
 - Recommendation to Expel Student #29:12/13
 - Recommendation to Expel Student #30:12/13
 - Recommendation to Expel Student #31:12/13
 - Recommendation to Expel Student #32:12/13
 - Recommendation to Expel Student #33:12/13
 - Recommendation to Expel Student #34:12/13
 - Recommendation to Expel Student #35:12/13

OPEN SESSION: 7:00 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 must 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.

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 completar la forma que se le da a la comunidad pidiendo permiso antes de la junta, indicando si se desea hacer algún comentario sobre un tema de la agenda o algún otro asunto y presentarlo a la ^{Secretaría} de el Superintendente. Esta es una oportunidad de dirigirse a la Mesa Directiva de Educación cuando un asunto se este llevando acabo. A menos que se determine de otra manera por el Administrador de el Estado, cada persona tiene un máximo de 3 minutos para hablar. Se hay muchas personas que quieran hablar sobre un asunto específico entonces habráun limite de 20 minutos en total para cada asunto.

F. EMPLOYEE ORGANIZATIONS

G. CONSENT AGENDA

1. Approval of Consulting Contract with Candy McCarthy (*Daniel Moirao, Ed.D., State Administrator*)
2. Approval of Contract with FCMAT (*Daniel Moirao, Ed.D., State Administrator*)

H. INFORMATION

1. Board Study Session – Common Core Part 2 (*Daniel Moirao, Ed.D, State Administrator*)

I. ADJOURNMENT (to closed session) if required

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

SUBJECT: Approval of Consulting Contract with Candy
McCarthy

MEETING: April 24, 2013

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

GOVERNING BOARD

Board Goals:

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

Summary:

As a Program Improvement district year 3, the SMCJUHSD is required to hire outside sources to assist the district in moving out of the Program Improvement status. The district has received additional federal funds to accomplish this task.

Recommendation:


It is recommended that the State Administrator approve the contract with Candy McCarthy to assist with elements of moving out of Program Improvement.

Fiscal Impact:

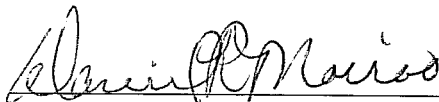
Not to exceed \$20,000 from Program Improvement funding.

Submitted By:

Approved:



Daniel R. Moirao, Ed.D.
State Administrator



Daniel R. Moirao, Ed.D.
State Administrator

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

AGREEMENT TO FURNISH CONSULTANT SERVICES

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

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

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

I. TERM:

The effective date of the agreement is April 11, 2013 and it terminates June 30, 2013 unless sooner terminate as provided herein.

II. PAYMENT LIMIT

- Consultant shall be compensated at the rate of \$81.25 per hour.
- Not to exceed a total of 25 days of service.
- Total payment(s) to Consultant, under this contract shall not exceed \$20,000.00

III. DISTRICT OBLIGATION:

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

IV. CONSULTANT'S OBLIGATION

The consultant shall provide service(s) as described in the Consultant Service Description.

V. CONSULTANT SERVICE DESCRIPTION

Develop a new LEA Plan in consultation with staff and community and administer all pertinent survey's associated with the development of that plan.

Create a English Language Development plan in consultation with staff and community and administer all pertinent survey's associate with the development of that plan.

Respond to all outstanding Federal Program Monitoring items from prior reviews.

Coordinate the administration of the Healthy Kids and the Developmental Assets survey.

Develop in consultation with the faculty and staff an action plan for implementation of said plans and a monitoring plan to assess progress.

VI. CONFIDENTIALITY

In the course of performing consulting services, the parties realize that the Consultant may come in contact with or become familiar with information which may be considered confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than South Monterey County Joint Union High School District.

VII. ASSIGNMENT

This agreement is for personal services to be performed by Consultant and may not be assigned to, sub-let to or performed by any person or persons who are not parties hereto except by employees of Consultant whose names and qualifications have been approved by District.

VIII. TERMINATION OF AGREEMENT

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

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

IX. DISTRICT'S RIGHT OF RETENTION

District shall become the owner of and entitled to exclusive possession of all records, documents, files, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District.

X. EXTENSION OF TERM

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

XI. SIGNATURES

These signatures attest the parties' agreement hereto:

CONSULTANT / TITLE

**CONTRACT OFFICER OF THE
South Monterey County Joint Union High School District**

Date

Date

Social Security Number of Consultant *

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

Preferred contact information:

CONSULTANT / TITLE (Please Print)

Mailing Address (number, street name, city, state and zip code: Please Print)

Phone number Cell Phone

Account code: _____

CBO signature _____ Date: _____

Routing:

1. Immediate supervisor
2. CBO, for coding and presentation to Board
3. After Board (State Administrator) approval, CBO for processing

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

SUBJECT: Approval of Contract with FCMAT

MEETING: April 24, 2013

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

GOVERNING BOARD

Board Goals:

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

Summary:

The Home-Hospital and Independent Study programs in the SMCJUHSD have been undefined and without appropriate structure to secure the Average Daily Attendance it can generate. To avoid losing any funding from this resource FCMAT will assess our current program and identify the structures that need to be implemented to assure the district receives its due funding.

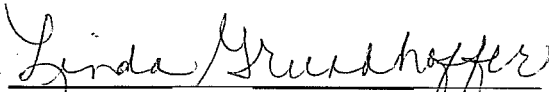
Recommendation:

It is recommended that the State Administrator approve the contract with FCMAT to review the Independent Study and Home Hospital programs.

Fiscal Impact:

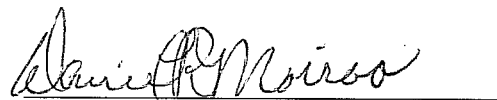
Not to exceed \$12,000.

Submitted By:



Linda Grundhoffer, Chief Business Officer

Approved:



Daniel R. Moirao, Ed.D.
State Administrator



CSIS California School Information Services

**FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
STUDY AGREEMENT
April 17, 2013**

The Fiscal Crisis and Management Assistance Team (FCMAT), hereinafter referred to as the team, and the South Monterey Joint Unified High School District, hereinafter referred to as the district, mutually agree as follows:

1. BASIS OF AGREEMENT

The team provides a variety of services to school districts and county offices of education upon request. The district has requested that the team assign professionals to study specific aspects of the South Monterey Joint Unified High School District's operations. These professionals may include staff of the team, county offices of education, the California State Department of Education, school districts, or private contractors. All work shall be performed in accordance with the terms and conditions of this agreement.

In keeping with the provisions of Assembly Bill 1200, the county superintendent will be notified of this agreement between the district and FCMAT and will receive a copy of the final report. The final report will also be published on the FCMAT website.

2. SCOPE OF THE WORK

A. Scope and Objectives of the Study

The scope and objectives of this study as follows:

1. Review the independent study and home hospital programs to provide the district with reasonable assurances based on the testing performed that adequate management controls are in place regarding the district's reporting and monitoring of financial transactions. Management controls include the processes for planning, organizing, directing, and controlling program operations, including systems for measuring, reporting, and monitoring performance. Specific objectives of the review include evaluating the policies, procedures, and internal controls and transactions performed by the district.

- a. The team will review the attendance accounting records for the independent study and home hospital programs related to required weekly and monthly reporting for the current and two prior fiscal years in accordance with California Education Code Section 51747. The Education Code requires local educational agencies that claim apportionment for independent study or home hospital programs to first adopt and implement specified written policies. These policies must be developed as specified in the California Code of Regulations, Title 5, Section 11701. In California, attendance credit is reported by the school district in average daily attendance units or, for some programs, in hours, and generates an apportionment of revenue for that district.
- b. The team will sample test data from the current and two prior fiscal years and review the attendance accounting procedures to determine if reporting errors may have occurred. Testing associated with this review will be based on sample selection and will not include testing of all transactions and records for this period. Sample testing and review results are intended to provide reasonable but not absolute assurance as to the accuracy of the district's transactions and financial activity.

B. Services and Products to be Provided

1. Orientation Meeting - The team will conduct an orientation session at the district to brief district management and supervisory personnel on the team's procedures and the purpose and schedule of the study.
2. On-site Review - The team will conduct an on-site review at the district office and at school sites if necessary.
3. Exit Report - The team will hold an exit meeting at the conclusion of the on-site review to inform the district of significant findings and recommendations to that point.
4. Exit Letter – Approximately 10 days after the exit meeting, the team will issue an exit letter briefly summarizing significant findings and recommendations to date and memorializing the topics discussed in the exit meeting.
5. Draft Reports - Electronic copies of a preliminary draft report will be delivered to the district's administration for review and comment.
6. Final Report - Electronic copies of the final report will be delivered to the district's administration and to the county superintendent following completion of the review. Printed copies are available from FCMAT upon request.

7. Follow-Up Support – If requested, FCMAT will return to the district at no cost six months after completion of the study to assess the district's progress in implementing the recommendations included in the report. Progress in implementing the recommendations will be documented to the district in a FCMAT management letter.

3. **PROJECT PERSONNEL**

The study team will be supervised by Anthony L. Bridges, CFE, Deputy Executive Officer, Fiscal Crisis and Management Assistance Team, Kern County Superintendent of Schools Office. The study team may also include:

- | | |
|-----------------------------------|---|
| <i>A. Deborah Deal, CFE</i> | <i>FCMAT Fiscal Intervention Specialist</i> |
| <i>B. Mike Ammermon, CPA, CFE</i> | <i>FCMAT Consultant</i> |

Other equally qualified staff or consultants will be substituted in the event one of the above individuals is unable to participate in the study.

4. **PROJECT COSTS**

The cost for studies requested pursuant to E.C. 42127.8(d)(1) shall be as follows:

- A. \$500 per day for each team member while on site, conducting fieldwork at other locations, preparing and presenting reports, or participating in meetings. The cost of independent consultants will be billed at the actual daily rate based on the provisions of Education Code section 84041.
- B. All out-of-pocket expenses, including travel, meals and lodging.
- C. The district will be invoiced at actual costs, with 50% of the estimated cost due following the completion of the on-site review and the remaining amount due upon the district's acceptance of the final report.

Based on the elements noted in section 2 A, the total estimated cost of the study will be \$12,000.

- D. Any change to the scope will affect the estimate of total cost.

Payments for FCMAT's services are payable to Kern County Superintendent of Schools - Administrative Agent.

5. RESPONSIBILITIES OF THE DISTRICT

- A. The district will provide office and conference room space during on-site reviews.
- B. The district will provide the following if requested:
 - 1. A map of the local area.
 - 2. Existing policies, regulations and prior reports that address the study scope.
 - 3. Current or proposed organizational charts.
 - 4. Current and two prior years' audit reports.
 - 5. Any documents requested on a supplemental list. Documents requested on the supplemental list should be provided to FCMAT only in electronic format; if only hard copies are available, they should be scanned by the district and sent to FCMAT in electronic format.
 - 6. Documents should be provided in advance of field work; any delay in the receipt of the requested documents may affect the start date of the project. Upon approval of the signed study agreement, access will be provided to FCMAT's online SharePoint document repository, where the district will upload all requested documents.
- C. The district's administration will review a preliminary draft copy of the report resulting from the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the team prior to completion of the final report.

Pursuant to EC 45125.1(c), representatives of FCMAT will have limited contact with pupils. The district shall take appropriate steps to comply with EC 45125.1(c).

6. PROJECT SCHEDULE


The following schedule outlines the planned completion dates for different phases of the study:

Orientation:	April, 2013
Staff Interviews:	to be determined
Exit Meeting:	to be determined
Preliminary Report Submitted:	to be determined
Final Report Submitted:	to be determined
Board Presentation:	to be determined, if requested
Follow-Up Support:	if requested

7. **CONTACT PERSON**

Name: Linda Grundhoffer
Telephone: (831) 385-06066, x4339
E-mail: lgrundhoffer@kingcity.k12.ca.us

Daniel Moirao, State Administrator Date
South Monterey Joint Unified High School District



April 17, 2013

Anthony L. Bridges, CFE Date
Deputy Executive Officer
Fiscal Crisis and Management Assistance Team