

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

Wednesday, October 21, 2015

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

BOARD OF EDUCATION

Mike Foster – President  
Paulette Bumbalough - Member  
Bob White – Member  
Mike LeBarre - Member

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

STUDENT BOARD MEMBER

Chelsea Garcia - KCHS

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 Secretaria 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/Complaint
- C. Negotiations with Employee Organizations
- D. Threatened/Potential Litigation

OPEN SESSION: 6:30 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. REPORT OF CLOSED SESSION ACTIONS

D. STUDENT BOARD MEMBER REPORT

E. BOARD MEMBER COMMENTS

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

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

F. REPORT FROM STATE ADMINISTRATOR

G. APPROVAL OF AGENDA

H. PRESENTATION

1. Presentation of CM Certificates to Cassandra Gillespie, Rebecca McFarlane, Andrew Persin and Ashley Russ

I. EMPLOYEE ORGANIZATIONS

J. CONSENT AGENDA

1. Approval of Minutes: September 16, 2015 and October 5, 2015 (Pages 1-10)
2. Approval of Personnel Report Dated October 21, 2015 (*Claudia Arellano, Sr. Director Human Resources*)
3. Approval of Accounts Payable Warrants – September 2015 (*Duane Wolgamott, CBO*) (Pages 11-19)
4. Approval of Purchase Orders – September 2015 (*Duane Wolgamott, CBO*) (Pages 20-24)
5. Approval of Approval of Surplus Textbooks from Portola-Butler Continuation High School (*Diana Jimenez, Director of Educational Services*) (Pages 25-36)

K. CONSENT ITEMS REMOVED FOR COMMENT/QUESTIONS

L. INFORMATION ITEMS

1. Revenue and Expense Report (*Duane Wolgamott, CBO*) (Pages 37-42)
2. Cash Flow Report for 2015-2016 (*Duane Wolgamott, CBO*) (Pages 43-57)
3. Greenfield High School Williams First Quarter Facilities Report (*Duane Wolgamott, CBO*) (Pages 58-61)
4. Site Enrollment, Attendance and Referral Statistics (*Duane Wolgamott, CBO*) (Pages 62-78)
5. Curriculum and Instruction Update (*Diana Jimenez, Director of Educational Services*)
6. BB 9250 - Board Remuneration, Reimbursement and Other *Benefits* (*Daniel Moirao, Ed.D., State Administrator*) (Pages 79-84)
7. CAHSEE Graduation Continued (*Daniel Moirao, Ed.D., State Administrator*) (Page 85)
8. Board Policies – First Reading (Pages 86-196)
  - BP 0420 Site Plans, Site Councils (revised)
  - AR 0420 School Site Plans & Councils (revised)
  - BP 1312.3 Uniform Complaints (revised)
  - AR 1312.3 Uniform Complaint Procedures (revised)
  - E 1312, 1312.1 – Standard Complaint Form (new)
  - BP 4040 Employee Use of Technology (revised)
  - AR 4040 Employee Use of Technology (deleted)
  - E 4040 Employee Use of Technology (new)
  - BP 4131 Staff Development (revised)
  - AR 4161.8, 4261.8, 4361.8 Family Care and Medical Leave (revised)
  - BP 4231 Personnel Classified Staff Development (revised)
  - AR 5121 Grades Evaluation of Student Achievement (revised)
  - BP 5131.2 Students Bullying (revised)



M. ACTION ITEMS

1. Approval of Consultant Services with Peggy Barker (*Duane Wolgamott, CBO*) (Pages 197-200)
2. Approval of Consultant Services with Dolinka Group (*Duane Wolgamott, CBO*) (Pages 201-212)
3. Approval to Award Bid – GHS Fire Alarm Replacement Project (*Duane Wolgamott, CBO*) (Pages 213-218)
4. Approval of Lease for Postage Machine (*Duane Wolgamott, CBO*) (Pages 219-222)
5. Approval of Consultant Services with Beyond Speech Therapy (*Duane Wolgamott, CBO*) (Pages 223-226)
6. Approval of Consultant Services Contract with Diane Mazzoni for District Psychologist Services (*Duane Wolgamott, CBO*) (Pages 227-230)
7. Approval of Contract with Pinnacles Educators, Consultant for Technical Assistance and Coaching Support (*Duane Wolgamott, CBO*) (Pages 231-234)
8. Approval of Representatives to the Salinas Valley Adult Education Consortium (*Diana Jimenez, Director of Education Services*) (Page 235)
9. Approval Program Improvement Year 4 LEA Plan Evidence of Progress (*Diana Jimenez, Director of Educational Services*) (Pages 236-247)
10. Approval of Memorandum of Understanding with Monterey Peninsula Unified School District (*Isaac Estrada, Ed.D., Director of Alternative Placement for Student Success*) (Pages 248-256)
11. Approval of Resolution #05:15/16 National Bullying Prevention Month (*Daniel Moirao, Ed.D., State Administrator*) (Pages 257-258)
12. Approval of Time Lines for the Filling of Board Vacancy (*Daniel Moirao, Ed.D. State Administrator*) (Page 259)
13. Approval of Name Change for Ag Construction to Agricultural Mechanic 4 (*Diana Jimenez, Director of Educational Services*) (Pages 260-263)
14. Approval of Introduction to Computer Science - ROP (*Diana Jimenez, Director of Educational Services*) (Pages 264-297)
15. Approval of Advanced Placement Computer Science A (*Diana Jimenez, Director of Educational Services*) (Pages 298-302)
16. Approval of Project Lead the Way (PLTW) Computer Science and Software Engineering (Foundational Course 1) (*Diana Jimenez, Director of Educational Services*) (Page 303-325)
17. Approval of Board Policies – Second Reading (*Daniel Moirao, Ed.D., State Administrator*) (Pages 326-388)
  - E 4112.9 – Employee Notifications
  - BP 4143, 4243 - Negotiations, Consultation (revised)
  - BP 5111 - Admission (revised)
  - BP 5113.1 - Chronic absence and Truancy (revised)
  - BP 5126 - Awards for Achievement (revised)
  - AR 5126 - Awards for Achievement (revised)
  - BP 5144.4 - Required Parental Attendance (new)
  - AR 5144.4 - Required Parental Attendance (new)
  - E 5145.6 - Students Parental Notifications (revised)
  - BP 6163.4 - Student Use of Technology (revised)
  - BP 6174 - Education for English Language Learners (revised)
  - AR 6174 - Education for English Language Learners (revised)

N. PROMOTING DISTRICT

O. FUTURE AGENDA ITEMS/MEETING DATES

November 2, 2015 (Monday) Board Study Session	King City
November 18, 2015 (Wednesday) Board Meeting	Greenfield
December 16, 2015 (Wednesday) Board Meeting	King City

P. SIGNING OF PAPERS

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

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

Wednesday, October 21, 2015

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

**Addendum**

M. ACTION ITEM

18. Filling of Board Vacancy Provisional Appointment (*Daniel Moirao, Ed.D., State Administrator*)

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

Wednesday, September 16, 2015

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

BOARD OF EDUCATION

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

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

STUDENT BOARD MEMBER

Ramon Fragoso - GHS  
Chelsea Garcia - KCHS

OPEN SESSION:

Call to Order

Bob White called the meeting to order at 5:30 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/Complaint
- C. Negotiations with Employee Organizations
- D. Threatened/Potential Litigation

OPEN SESSION:

Call to Order

Bob White called the meeting to order at 6:30 PM.

Flag Salute

Bob White led in the flag salute.

Report of Closed Session Actions

Bob White reported there was no action to report out from closed session.

Student Board Member

Ramon Fragoso reported GHS had a back to school rally. ASB has approved the school clubs. ASB has determined the date and location of the prom. In October they will be having homecoming and dance. They are hoping to open a student store. ASB continues to promote school culture and the community.

Board Member Comments

Mike LeBarre said it was good to see so many students in attendance. He said FFA is an important program, they provide services to the community and leadership. What the students learn in FFA carries them through for the rest of their lives. He thanked the students for their time and commitment.

Paulette Bumbalough said she wanted to thank the administration for all they do, the time spent on LCAP and their success in hiring all the staff that was needed for the start of school. She is aware there were countless hours of interviews. She added she felt the reputation this district has with our FFA and Ag programs helps in the hiring process.

Ms. Bumbalough said King City Rotary sponsors students to attend Camp Royal, which is a leadership program. Today the students gave a presentation to Rotary and talked about their experiences. Each year they sponsor one girl and one boy to attend the camp which is held at the Sequoia National Park.



She thanked the FFA students for what they do, they do an amazing job, and how impressed she always is with their presentations and any event they organize or are asked to assist with.

Bob White said he wanted to echo his thanks to staff for all of the things they do to insure everything is in place for a smooth start of school.

Public Comment

There were not any comments from the public.

Report from State Administrator

Dr. Moirao said the progress reports are being sent out for the first term. Mike Foster is not present today because of fires in California. He was off duty this afternoon but had to report for duty tomorrow morning.

Raul Rodriguez has chosen to resign from the Board effective immediately. We were aware this was going to happen once local control returned since he is a member of the Greenfield City Council. We will be going through the process of posting the vacant position.

Dr. Moirao said David Gaboni and Joe Santibanez will be joining the Board in December. Mr. Gaboni was in the audience, Mr. Santibanez was planning on attending this evening, but it appears he did not make it. We will be going through the process of selecting the other Board members. Dr. Moirao added with so many new Board members coming on board this will hold up the return of local control. It is his responsibility to insure everything is in place before he recommends to the state the return of local control. He wants to make sure the Board of Education is stable before he makes the recommendation to the state.

Dr. Moirao said Mr. Gaboni has signed up for several of the Masters in Governance training. He said if the Board recalled the current the board policy stipulates all Board members must complete the Masters in Governance training within 18 months from the time they become a member.

Dr. Moirao said he is very proud we are fully staffed. A lot of hard work has taken place in Human Resources and interviewing time spent during the summer by the administrative staff. The teacher staffing problem is an issue state wide.

Dr. Moirao distributed the complimentary passes to the Board members for free admission to athletic events.

Approval of Agenda

Dr. Moirao approved the agenda.

PRESENTATION

Presentation from the GHS FFA Students

The officers of the GHS FFA introduced themselves and reviewed their calendar of events for the school year. Their theme for the school year is "Will it be easy? No. Worth it? Yes!" They have almost 650 students enrolled in their program this year. T-shirts were distributed to members of the board.

The officers requested approval of their calendar of events for the year.

Presentation from the KCHS FFA Students

The officers of the KCHS FFA introduced themselves and reviewed their calendar of events for the school year. Their theme for the school year is Step up to the Plate and Lead. They have approximately 600 members. They also reviewed the many awards and achievements they have received and what they hope to achieve. T-shirts were distributed to members of the board.

The officers requested approval of their calendar of events for the year.

Paulette Bumbalough said she proudly wears the t-shirt she received last year.

Presentation of CM Certificates to Cassandra Gillespie, Rebecca McFarlane, Andrew Persin and Ashley Russ

The staff was not in attendance to receive the certificates. This item will be included on the October board agenda for the presentation.

Employee Organizations

There were not any members of the employee organizations present.

CONSENT AGENDA

1. Approval of Minutes: August 5, 2015 and August 12, 2015
2. Approval of Personnel Report Dated September 16, 2015
3. Approval of Accounts Payable Warrants – August 2015
4. Approval of Purchase Orders – August 2015
5. Approval of Contract with Uretsky Security
6. Approval of Williams First Quarterly Report

Bob White said he would like to pull item #3 for further discussion.

Motion made by Mike LeBarre and seconded by Paulette Bumbalough to approve the consent agenda excluding item #3. All Board members said Aye.

Dr. Moirao approved the recommendation.

Consent Item Removed for Comment/Questions

Bob White said he has a question on page 18 regarding the developer fees. Mr. Wolgamott said we collect the fees for the feeder districts and then the portion they are entitled to is dispersed to the districts. We are currently doing catch up with them. The only exception is the Greenfield Union School District. They collect their own and they distribute the amount we are entitled to. He did mention they still owe us money.

Motion made by Paulette Bumbalough and seconded by Mike LeBarre to approve item #3, approval of accounts payable warrants, on the consent agenda. All Board members said Aye.

Dr. Moirao approved the recommendation.

PUBLIC HEARING

Sufficiency of Instructional Materials for Use Starting with School Year 2015-2016

Bob White opened the public hearing at 6:55 PM. There were not any comments, the public hearing closed at 6:55 PM.

INFORMATION ITEMS

Revenue and Expense Report

Dr. Moirao said this is the income and expenses for the month.

Cash Flow Report for 2014-2015

Dr. Moirao said this is the monthly cash flow.

Paulette Bumbalough said she noticed on page 41 the certificated salaries jumped up from \$100,000 in July to \$700,000 in August. Dr. Moirao explained during July the only teachers working were the ones who worked during summer school. In August the staff had all returned. Our normal monthly certificated salary is between \$600,000 and \$700,000.

Curriculum and Instruction Update

Diana Jimenez distributed a report on the number of students who attended the credit recovery classes during the summer. The report also included the number of graduates who met the A-G requirements and were going on to colleges, universities, private 4-year colleges, technical school, and the number of students who received the Biliteracy Seal.

Mike LeBarre said he liked the report and breakdown. The chart shows there are a lot of students furthering their education in some form.

Mike LeBarre said he has heard from community members there are discrepancies between the two high schools, but this information does not demonstrate that.

Ms. Jimenez said 93% of the assessments have been scored by the state. She distributed a listing of the top 5 frequently asked parent questions regarding the new California assessments.

Ms. Jimenez said we will not receive the report from the state until all of the assessments have been scored, which will be sometime in October.

#### Board of Education Remuneration for Service

Dr. Moirao said when the state took over the district all compensations were stopped for the Board members. It is very common for board member to be compensated in some way. He said the packet has our current policy and several examples of other districts and how they compensate Board members. He would like to hear the Board's thoughts on the topic. He added there would not be changes from our current practice until local control is returned to the district.

Mike LeBarre said he wondered how a stipend could be determined. He suggested a certain amount for attending board meetings and making classroom visits. Dr. Moirao said it is not unusual to set a certain dollar amount for the month.

Bob White said when he was on another board their stipend was put into a fund for student scholarships. Paulette Bumbalough said she would like to turn the money around in the form of a scholarship to students. Ms. Bumbalough also suggested the stipend could be split, half go to the Board member and the other would go into a student scholarship.

Bob White added there are a lot of needy students who could use the scholarship.

Mike LeBarre said he likes the idea of giving back to the students, the amounts do add up. Dr. Moirao said the amount a board is compensated is based on the ADA. Board members could receive the stipend, which they would receive a tax deduction, and then turn around and put it into a scholarship fund. This way it could be a tax right off as well as benefiting students.

Mike LeBarre felt the district should not offer any insurance coverage for board members, he would like to have any reference of insurance coverage be deleted from the policy.

Dr. Moirao said when the state took over the district, their compensation, which had gone into a student scholarship stopped as well as food provided before the board meeting. Board members were then asked to make a donation toward food if they wanted to continue having a meal before board meetings.

Dr. Moirao said what he was hearing was the Board would like to be compensated according to the amount authorized from the Ed Code based on the ADA and Board members could return the money which would be put in a scholarship fund for students.

Dr. Moirao said based on this discussion he would craft a policy which will be reviewed at a future board meeting for further discussion.

#### Site Enrollment, Attendance and Referral Statistics

Dr. Moirao said this is the monthly report. The ADA has stayed up this year. Dr. Moirao complimented the sites for making the phone calls to parents or visiting their homes to find out why those students were not attending school.

#### Recognition for CAHSEE Graduates – 2015

Dr. Moirao said the graduation rate will look better for last year since the governor signed the legislation allowing those students who had not passed their last CAHSEE and the suspension of the testing in July.



Dr. Moirao said the students who were affected by this legislation change already had their transcripts changed to reflect they graduated. Dr. Moirao said since these students were not able to walk with the rest of the graduates in June he felt they should have recognition as a graduate. He suggested the students could be recognized at a board meeting or have a special board meeting for this purpose.

Mike LeBarre said he would like to have a camera set up like it is for the regular graduation. It was felt that could be done. All Board members agreed the students should be recognized. The consensus was to have it at a board meeting in King City for those students and the other at Greenfield for those students. Mike LeBarre also suggested a congratulation letter as well.

Board Policies – First Reading

E 4112.9 – Employee Notifications  
BP 4143, 4243 - Negotiations, Consultation (revised)  
BP 5111 - Admission (revised)  
BP 5113.1 - Chronic absence and Truancy (revised)  
BP 5126 - Awards for Achievement (revised)  
AR 5126 - Awards for Achievement (revised)  
BP 5144.4 - Required Parental Attendance (new)  
AR 5144.4 - Required Parental Attendance (new)  
E 5145.6 - Students Parental Notifications (revised)  
BP 6163.4 - Student Use of Technology (revised)  
BP 6174 - Education for English Language Learners (revised)  
AR 6174 - Education for English Language Learners (revised)

Paulette Bumbalough said she was questioning BP 5126, at the bottom of page 90, there is a Scholarship and Loan Fund section which is lined out indicating this was in the current policy. She said this was not in the AR. Dr. Moirao said that will be removed in the new BP.

Dr. Moirao said King City has a scholarship foundation handling all of King City students. They have not been successful in finding individuals in Greenfield who would handle their scholarships, as a result those continue to go through the district.

Paulette Bumbalough was questioning BP 6174, regarding English Language Learners. Dr. Moirao said in this district we have SADIE for the English Language Learners.

The question was asked when an English Language Learners come to our district are they assessed in their primary language. Diana Jimenez said no. We are required to assess them in English.

Paulette Bumbalough said they may be proficient in their language, but do not understand English. Dr. Moirao said several years ago the Federal government discontinued the assessment given in the students in their primary language. He said the only exception is Special Education. Those students are tested in their primary language.

The question was asked if those students are not fluent in English they will be placed in English Language Learner classes and will be provided the necessary support.

**ACTION ITEMS**

Approval of Resolution #03:15/16 Sufficiency of Instructional Materials for the 2015-2016 School Year

Dr. Moirao said this is an annual resolution. We need to demonstrate we have sufficient textbooks for students. Bob White inquired if all of the book orders had come in for the start of school. Diana Jimenez responded yes.

Paulette Bumbalough said on page 162 there are 2 vocational books which indicate were not purchased. Diana Jimenez said those were courses which were recently approved by the Board. The material had been purchased, it had not been updated on the chart.

Paulette Bumbalough said she also noticed on page 174 the number of books needed were not listed. Diana Jimenez said this is the 180 software program. The librarian did not include the information.

Dr. Moirao said there have been criticisms from individuals who are in support of unification in Greenfield that GHS is given old textbooks from King City High School. Dr. Moirao said this is not an accurate statement. If King City High School has extra books and Greenfield High School needs more those textbooks are given to GHS. The books are not hand me downs, they are extras which were not being used in King City. Rather than purchase new books they are shared between the high schools.

Paulette Bumbalough asked if the books are in Spanish. Ms. Jimenez said we are looking at a Biology book in another language. Ms. Bumbalough said she supports books in English.

Dr. Moirao said if we had full immersion classes we probably would order the Spanish books.

Motion made by Mike LeBarre and seconded by Paulette Bumbalough to approve Resolution #03:15/16 Sufficiency of Materials for the 2015-2016 school year. All Board members said Aye.

Dr. Moirao approved the recommendation.

Approval of Revised and Updated Job Descriptions for Chief Business Official, Director of Maintenance, Operations, Transportation and Facilities, Sr. Director of Information Technology and Executive Assistant

Dr. Moirao said we are cleaning up all of our job descriptions for consistency. There are no major changes.

Paulette Bumbalough asked if the employees are compensated accordingly. Dr. Moirao said he had done a study a few months ago comparing our district to other district in the area. The positions are pretty much in line with other local districts.

Motion made by Paulette Bumbalough and seconded by Mike LeBarre to approve the updated job descriptions. All Board members said Aye.

Dr. Moirao approved the recommendation.

Approval of Revised and Updated Job Descriptions for Paraeducator I, Paraeducator II, MOTF Clerk, and Behavior Technician

Dr. Moirao said a few of the job descriptions were new. CSEA has been consulted on the content and the salary range.

Motion made by Paulette Bumbalough and seconded by Mike LeBarre to approve the updated job descriptions. All Board members said Aye.

Dr. Moirao approved the recommendation.

Approval of Resolution #04:15/16 Week of the School Administrator – October 11-17, 2015

Dr. Moirao said last spring the state moved the recognition of the school administrator to October. They will be acknowledged next week.

Motion made by Mike LeBarre and seconded by Paulette Bumbalough to approve Resolution #04:15:16 Week of the School Administrator. All Board members said Aye.

Dr. Moirao approved the recommendation.

Approval of GHS FFA Calendar for the 2015-2016 School Year and Out of State Travel

Motion made by Paulette Bumbalough and seconded by Mike LeBarre to approve the GHS FFA calendar for the 2015-2016 School Year. All Board members said Aye.

Dr. Moirao approved the recommendation.

Approval of KCHS FFA Calendar for the 2015-2016 School Year and Out of State Travel  
Motion made by Paulette Bumbalough and seconded by Mike LeBarre to approve the KCHS FFA calendar for the 2015-2016 school year.

Dr. Moirao approved the recommendation.

Approval of Center for Teacher Innovation Induction Contact with Riverside County Office of Education

Dr. Moirao said we have hired a lot of teachers this year. If have not cleared their credential they need to go through a state approved induction program. This was a very successful program last year, we want to continue with it this year.

Motion made by Paulette Bumbalough and seconded by Mike LeBarre to approve the contract with the Riverside County Office of Education. All Board members said Aye.

Dr. Moirao approved the recommendation.

Approval of the Donation from the Rita and Luis Echenique Charitable Foundation

Dr. Moirao said this is a donation which will benefit Greenfield High School, it was established from the Echenique family. Roger Borzini is the chair of the foundation. They had generously made the \$20,000 donation to GHS. The donation will be used to improve the stage area at GHS.

Paulette Bumbalough asked if the district would consider matching the funds. Dr. Moirao said Lincoln Hatch is making an assessment of what is needed. Dr. Moirao said it appears the donation will take care of the stage area needs. Ms. Bumbalough said she would like the district to consider picking up any additional expenses. Dr. Moirao said he felt the donation will take care of the stage area expenses.

Motion made by Mike LeBarre and seconded by Paulette Bumbalough to approve the donation from the Rita and Luis Echenique Foundation. All Board members said Aye.

Dr. Moirao approved the recommendation.

Approval of the Donations for the King City High School Baseball & Soccer Fields

Dr. Moirao said the donations totals several hundred thousand dollars. Today there was an article in the Rustler and Greenfield News thanking all of the donors.

Paulette Bumbalough said she felt we should do something for Ralph Rianda since he gave up his summer to supervise the projects. Dr. Moirao agreed.

Motion made by Mike LeBarre and seconded by Paulette Bumbalough to approve the donations for the KCHS baseball and soccer fields. All Board members said Aye.

Dr. Moirao approved the recommendation.

Approval of Consulting Contract with Caitlin Conklin, BCBA

Dr. Moirao said this contract and the following 2 are for specific testing services needed for special education students the district does not have the resources to provide.

Motion made by Paulette Bumbalough and seconded by Mike LeBarre to approve the contract with Caitlin Conklin. All Board members said Aye.

Dr. Moirao approved the contract with Caitlin Conklin.

Approval of Consulting Contract with Andrea Reed, M.A.

Motion made by Mike LeBarre and seconded by Paulette Bumbalough to approve the contract with Andrea Reed. All Board members said Aye.

Dr. Moirao approved the recommendation.



Approval of Consulting Services with Michele Carmichael, M.A.

Motion made by Mike LeBarre and seconded by Paulette Bumbalough to approve the contract with Michele Carmichael. All Board members said Aye.

Dr. Moirao approved the recommendation.

Approval of Consulting Services Agreement with PresenceLearning

Dr. Moirao said this is an agreement for speech services for Special Education students. When the student is using the program and they are having difficult a person comes online to assist.

Motion made by Paulette Bumbalough and seconded by Mike LeBarre to approve the consulting agreement with PresenceLearning. All Board members said Aye.

Dr. Moirao approved the recommendation.

Approval of CSBA Board Policy Audit Service Agreement

Dr. Moirao said the Board originally approved the contract with CSBA. After a discussion with them it was discovered all of the original services they were suggesting were not necessary. It was decided to have them audit our current policies, maintain our policies, which means there would be a link on our website. The last agreement would allow us to review the CSBA policies which have been changed to keep our policies current. These agreements will streamline the policy process.

Bob White asked if our policies would be on the CSBA system. Dr. Moirao responded there would be a link on our website to CSBA.

Motion made by Mike LeBarre and seconded by Paulette Bumbalough to approve the CSBA board policy audit service agreement.

Dr. Moirao approved the recommendation.

Approval of CSBA Board Policy Manual Maintenance Service Agreement

Motion made by Mike LeBarre and seconded by Paulette Bumbalough to approve the CSBA board policy manual maintenance service agreement. All Board members said Aye.

Dr. Moirao approved the recommendation.

Approval of CSBA GAMUT Online Service Agreement

Motion made by Mike LeBarre and seconded by Paulette Bumbalough to approve the GAMUT online service agreement. All Board members said Aye.

Dr. Moirao approved the recommendation.

Approval of Agency-Client Agreement with Idea Emporium

Dr. Moirao said last year we started marketing our district because it was felt it was needed. The company used last year did not seem to fit our needs. Dr. Moirao said when he contacted iDEA Emporium they seemed to have more of a vision consistent of our needs.

Mike LeBarre suggested we get a report at the end of the year of what they have done for the district. Paulette Bumbalough asked if this was for only one year. The response was yes, if we like their service we may renew their contract next year.

Paulette Bumbalough said she liked the idea of an annual report. She also asked if Dr. Moirao reviews all of their articles before they are published. He responded yes.

Motion made by Paulette Bumbalough and seconded by Mike LeBarre to approve the agreement with idea Emporium. All Board members said Aye.

Dr. Moirao approved the recommendation.

Approval of Board Policies – Second Reading

- E 0420.41 – Charter School Oversight (revised)
- BP 0460 – Local Control and Accountability Plan (revised)
- AR 0460 – Local Control and Accountability Plan (revised)
- BP 1250 – Visitors/Outsiders (revised)
- AR 1330 – Use of School Facilities (revised)
- BP 3312 – Contracts (revised)
- BP 3550 – Food Service/Child Nutrition Program (revised)
- BP 4030 – Nondiscrimination in Employment (revised)
- AR 5020 – Parent Rights and Responsibilities (revised)
- AR 5141.27 – Food Allergies/Special Dietary Needs (revised)
- AR 6159 – Individualized Education Program (revised)
- BB 9321 – Board Bylaws, Closed Session Purposes and Agendas (revised)

Dr. Moirao said the recommendations from the Board at the August meeting for changes have been incorporated in the second reading of the policies.

Motion made by Paulette Bumbalough and seconded by Mike LeBarre to approve the board policies second reading. All Board members said Aye.

Dr. Moirao approved the recommendation

Promoting District

Dr. Moirao asked the Board if there was something significant from this meeting they would like to have shared with the community. The Board felt the achievement of the GHS and KCHS FFA, the fact we were fully staffed when school started, and acknowledging the administrators in October.

Future Agenda Items/Meeting Dates

September 21, 2015 (Monday) Board Study Session	King City
October 5, 2015 (Monday) Board Study Session	King City
October 21, 2015 (Wednesday) Board Meeting	King City
November 2, 2015 (Monday) Board Study Session	King City
November 18, 2015 (Wednesday) Board Meeting	Greenfield
December 16, 2015 (Wednesday) Board Meeting	King City

Signing of Papers

Dr. Moirao signed appropriate papers.

Adjournment

Bob White adjourned the meeting at 7:58 PM.

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

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Date

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

Monday, October 5, 2015

Minutes

BOARD OF EDUCATION

Mike Foster – President – Present (arrived at 5:57 PM)  
Mike LeBarre – Member – Excused Absence  
Paulette Bumbalough – Member - Present  
Bob White – Member - Present

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

OPEN SESSION:

Call to Order

Bob White called the meeting to order at 5:37 PM.

Flag Salute

Bob White led in the flag salute.

Approval of Agenda

Dr. Moirao approved the agenda.

Public Comment

There were not any comments from the public.

INFORMATION ITEM

Board Study Session: Student Achievement and Board Vacancy

Diana Jimenez review the 2015 CAASSPP Results as well as the California Common Core Standards with the Board.

Dr. Moirao reviewed the board vacancy process.

Future Agenda Items/Meeting Dates

October 21, 2015 (Wednesday) Board Meeting	King City
November 2, 2015 (Monday) Board Study Session	King City
November 18, 2015 (Wednesday) Board Meeting	Greenfield
December 16, 2015 (Wednesday) Board Meeting	King City

Adjournment

Mike Foster adjourned the meeting at 7:12 PM.

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

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Date



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

**SUBJECT:** Accounts Payable Warrants (September 2015)

**MEETING:** October 21, 2015

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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Board Goals:

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

Summary:

Attached is the listing of the Accounts Payable warrants for the month of September 2015.

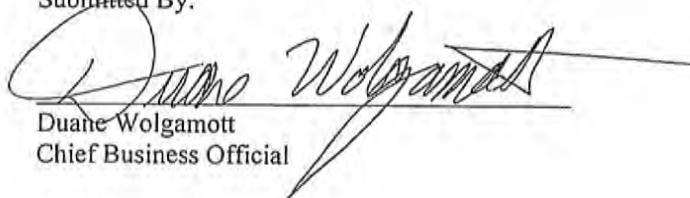
Recommendation:

The recommendation is being made for the State Administrator to approve the warrants.


Fiscal Impact:

Within budgeted amounts

Submitted By:

  
Duane Wolgamott  
Chief Business Official


Approved:

  
Daniel R. Moirao, Ed.D.  
State Administrator

## Checks Dated 09/01/2015 through 09/30/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12178281	09/01/2015	Roianne T. Benjamin	01-5200	PLTW Travel Reimbursement		568.65
12178282	09/01/2015	Emmanuel S. Cortes	01-4300	Reimbursement for Personal belongings Destroyed		55.00
12178283	09/01/2015	Adrianna C. Hawkins	01-4300	Reimbursement for Personal belongings Destroyed		15.00
12178284	09/01/2015	Melissa J. Villasenor	01-4300	Reimbursement for Personal belongings Destroyed		33.98
12178285	09/01/2015	A T & T CALNET 2	01-5910	CALNET		195.69
12178286	09/01/2015	ACSA EdCal Job Board	01-5300	ACSA annual renewel membership		1,972.00
12178287	09/01/2015	AMERICAN SUPPLY COMPANY	01-4300	Cleaning Supplies	194.08	
12178288	09/01/2015	Associated Services Inc	13-4300	Supplies Cafeteria	252.48	446.56
12178289	09/01/2015	AUS-WEST Lockbox	01-5620	HVAC Repairs		9,019.82
			01-4300	Staff Uniforms	45.88	
			01-5800	Shop Towels and Mechanic's Coveralls	27.79	
12178290	09/01/2015	BENSON PLUMBING INC	13-5800	Services	87.05	160.72
12178291	09/01/2015	Biozone Corporation	01-5620	Plumbing Repairs		2,587.20
			01-4200	Science Workbooks	966.85	
12178292	09/01/2015	Budget Blinds		Unpaid Sales Tax	72.66-	894.19
12178293	09/01/2015	CA Water Service Company	01-5620	Window Blinds Repair/Replacement		1,423.10
12178294	09/01/2015	CDW-G	01-5530	Water Fees		1,561.79
12178295	09/01/2015	Central Coast Section/CIF	01-4300	OPEN PO FOR TECHNOLOGY SUPPLIES		28.00
			01-5300	Admin Fee CIF Home Fee	700.00	
12178296	09/01/2015	CENTRAL COAST SYSTMS INC		Fall, Winter, Spring Sport Fees	2,135.00	2,835.00
12178297	09/01/2015	CENTRAL DRUG SYSTEM INC	01-5620	Alarm/Bell System Repairs		114.00
			01-5800	Yrly Services- Random Drug Testing for Bus Driver		594.00
12178298	09/01/2015	CIF-State Federation Office		State dues & Legal/Liability Fees		595.98
12178299	09/01/2015	Culligan Water Conditioning	01-5300	Water Conditioning		85.23
12178300	09/01/2015	Cyberguys / E-Filliate Inc	13-5800	Supplies		130.39
12178301	09/01/2015	Foster Farms Dairy	01-4300	Dairy / Cafeteria		823.44
12178302	09/01/2015	GREENFIELD TRUE VALUE	13-4700	Maintenance Supplies		18.87
12178303	09/01/2015	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies		79.06
12178304	09/01/2015	KING CITY UNION SCHOOL DIST	01-4300	Developer Fees 2013-2014		1,351.46
12178305	09/01/2015	LOZANO SMITH	25-8681	Lozano Smith Contract	2,847.33	
			01-5800	Lozano Smith Contract	2,890.50	5,737.83
12178306	09/01/2015	Mail Finance	01-5810	Postage Machine		158.20
12178307	09/01/2015	NASCO	01-5630	Bio Supplies		22.17
12178308	09/01/2015	O'Reilly Automotive Stores, Inc	01-4300	Parts for Buses and other vehicles		18.01

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.


ESCAPE 



## Checks Dated 09/01/2015 through 09/30/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12178309	09/01/2015	OFFICE DEPOT BUSINESS SERVICES	01-4100	Math Modules	20.05	
			01-4300	office supplies	125.41	
				DO office supplies	234.69	
12178310	09/01/2015	PACIFIC GAS AND ELECTRIC CO	01-4400	AIG carryover expend	799.74	1,179.89
12178311	09/01/2015	PARTS & SERVICE CENTER-NAPA	01-5520	PGE		793.63
12178312	09/01/2015	PRENTICE HALL INC	01-4300	Parts for Fleet		32.18
12178313	09/01/2015	Presence Learning	01-4100	Spanish Textbooks		3,985.61
12178314	09/01/2015	SAN ANTONIO UNION SCHL DIST	01-5800	SPED Services		635.33
12178315	09/01/2015	Scofield Graphics	25-8681	Developer Fees 2013-2014		815.92
12178316	09/01/2015	Shred-It San Francisco	01-4300	Signs		208.12
12178317	09/01/2015	SMCJUHS D REV FUND #0424-240257	01-5800	Shredding Fees		118.05
12178318	09/01/2015	Sysco San Francisco	01-4300	Petty Cash 2014-2015 School year		102.06
			13-4300	Food Service	1,389.76	
			13-4700	Food Service	11,007.88	
12178319	09/01/2015	TORO PETROLEUM CORP	01-4310	Diesel, Unleaded, & Vehicle Oils		12,397.64
12178320	09/01/2015	Vista Higher Learning	01-4100	Spanish books		2,289.22
12178321	09/01/2015	Benjamin Gutierrez	25-8681	Refund Developer fees		5,276.78
12178322	09/01/2015	Benjamin Gutierrez	25-8681	Developer fees refund		500.00
78323	09/01/2015	Benjamin Gutierrez	25-8681	Developer Fees refund		500.00
78324	09/01/2015	Clarissa Serrano	01-8699	Damian Trujillo Family Scholarship		301.60
12178325	09/01/2015	King City ASB	01-8699	Check received for ASB		500.00
12178326	09/01/2015	King City ASB	01-8699	Check received for ASB		500.00
12179658	09/08/2015	Monica Serrato	01-8699	Check received for ASB		500.00
12179659	09/08/2015	Jennifer L. Beach	01-5200	Payroll meeting mileage reimbursement		51.45
12179660	09/08/2015	James G. Schierer	01-5200	MVP training Mileage Reimbursement		207.92
12179661	09/08/2015	Janet L. Byrd	01-5200	MVP training Mileage Reimbursement		207.92
12179662	09/08/2015	Ioana D. Patrut	01-5200	Reimbursement-CPI Training		341.25
12179663	09/08/2015	Michael Carter	01-1100	Replacement of Check		3,105.03
12179664	09/08/2015	Diane L. Miller	01-5300	Membership fee reimbursement		100.00
12179665	09/08/2015	Christina Harber	01-5200	Mileage reimbursement		151.80
12180109	09/10/2015	Alibris	01-8699	Sheid contest		150.00
12180110	09/10/2015	APEX Learning	01-4200	New Teacher Refrence Books		77.70
12180111	09/10/2015	APPLE COMPUTER	01-5800	Curriculum Materials		5,950.00
12180112	09/10/2015	Apple Textbooks	01-4400	Sped Ipad		85.42
12180113	09/10/2015	ASCD	01-4100	World History extra Textbooks		1,130.00
12180114	09/10/2015	AUS-WEST Lockbox	01-5300	ASCD membership		215.10
12180115	09/10/2015	CA ASSOCIATION FFA	13-5800	Services	91.19	
			01-5200	FFA convention		1,850.00

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ESCAPE 



## Checks Dated 09/01/2015 through 09/30/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12180116	09/10/2015	CA Water Service Company	01-5530	Water Fees		29.85
12180117	09/10/2015	Candace A. McCarthy	01-5800	Consultant McCarthy		9,750.00
12180118	09/10/2015	CARMEL MARINA CORPORATION	01-5550	KCHS Water & Garbage		2,652.42
12180119	09/10/2015	CDW-G	01-4300	OPEN PO FOR TECHNOLOGY SUPPLIES		768.74
12180120	09/10/2015	Cengage Learning	01-4100	Environmental Science Textbooks		1,640.85
12180121	09/10/2015	CITY OF GREENFIELD	01-5530	Water, Garbage, Sewer	290.82	
			01-5540	Water, Garbage, Sewer	979.60	
12180122	09/10/2015	Coastal Enterprises-PE Clothes	01-5550	Water, Garbage, Sewer	2,727.50	3,997.92
12180123	09/10/2015	Cyberguys / E-Filliate Inc	01-4300	PE Clothes		3,132.81
12180124	09/10/2015	DBA Woodcrafter.com	01-4300	Supplies		32.76
			01-4300	PLTW Materials	35.90	
12180125	09/10/2015	EDEN RADIO, Inc		Unpaid Sales Tax	2.74-	33.16
12180126	09/10/2015	FLINN SCIENTIFIC INC	01-4400	Radios - Security		2,427.94
12180127	09/10/2015	Foster Farms Dairy	01-4300	Science Supplies		2,748.01
12180128	09/10/2015	KING CITY TRUE VALUE HARDWARE	13-4700	Dairy / Cafeteria		1,007.69
			01-4300	Maintenance Supplies	73.49	
12180129	09/10/2015	Linda Grundhoffer		OPEN PO FOR SUPPLIES	41.57	115.06
12180130	09/10/2015	Maritza Trujillo	01-5800	Services from 7/1-8/31		2,160.00
12180131	09/10/2015	MCMASTER CARR SUPPLY CO	01-8699	Bob and Betsy Wood Scholarship		1,000.00
12180132	09/10/2015	NASCO	01-4300	OPEN PO FOR SUPPLIES		87.26
			01-4300	Bio Supplies	25.73	
12180133	09/10/2015	NOVELL Tech Subscriptions		Science Material	43.20	68.93
12180134	09/10/2015	OFFICE DEPOT BUSINESS SERVICES	01-5300	Novell Support		2,600.00
			01-4300	Blanket Open PO Office Supplies	557.31	
				DO office supplies	265.83	
				office supplies	16.73	
				OPEN PO FOR SUPPLIES	175.88	
12180135	09/10/2015	PACIFIC GAS AND ELECTRIC CO	01-5800	Printing Services	600.23	1,615.98
12180136	09/10/2015	PENINSULA SPORTS, INC/PSI	01-5510	PGE		33.84
12180137	09/10/2015	SAFEWAY INC	01-5300	PSI Admin Fees		4,275.00
12180138	09/10/2015	SCHOOL SERVICE, INC	01-4300	Teacher Development meeting supplies		49.11
12180139	09/10/2015	SchoolDude	01-5800	Services through 7-31-15		16,200.00
12180140	09/10/2015	Shop Outfitters	01-5200	School Dude Training		1,280.00
12180141	09/10/2015	Sid Tool Co	01-4400	Ag class materials		1,744.47
12180142	09/10/2015	Susan Brooks	01-4300	PLTW Materials		66.59
			13-5800	Consulting services for food services June 2015		925.00

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## Checks Dated 09/01/2015 through 09/30/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12180143	09/10/2015	Sysco San Francisco	13-4300	Food Service	172.90	
12180144	09/10/2015	The Automoblox Company	13-4700 01-4300	Food Service PLTW	12,729.19 1,394.52	12,902.09
12180145	09/10/2015	VERIZON WIRELESS SVCS LLC	01-5940	District Communication	Unpaid Sales Tax 106.28-	1,288.24
12180146	09/10/2015	Vista Higher Learning	01-4100	Spanish Textbooks Quote #15055950. Exp 8/9/15		1,165.22 41,928.16
12180866	09/15/2015	Ana C. Vega-Aranda	01-5200	Aries Workshop Mileage reimbursement		141.45
12180867	09/15/2015	A & G PUMPING, INC	01-5630	Portable Restroom Rental		478.90
12180868	09/15/2015	ACSA'S Foundation For Ed Admin	01-5200	LCAP Workshop		3,750.00
12180869	09/15/2015	Alibris	01-4300	PLTW Materials		46.80
12180870	09/15/2015	AMERICAN SUPPLY COMPANY	01-4300	Cleaning Supplies		3,414.60
12180871	09/15/2015	Associated Services Inc	01-5620	HVAC Repairs	1,687.00	
12180872	09/15/2015	AUS-WEST Lockbox	01-4300	HVAC Repairs, GHS Admin Bldg	4,093.00	5,780.00
			01-5800	Staff Uniforms	72.51	
			13-5800	Shop Towels and Mechanic's Coveralls	30.56	
12180873	09/15/2015	BMI Educational Services, Inc.	01-4300	Services	150.98	254.05
12180874	09/15/2015	CCS Athletic Directors' Assn.	01-4300	reading books		223.27
12180875	09/15/2015	CDW-G	01-5300	CCS-ADA Workshop		35.00
			01-4400	OPEN PO FOR TECHNOLOGY EQUIPMENT		215.64
12180876	09/15/2015	Fastenal Company	01-4300	Maintenance Supplies		161.32
12180877	09/15/2015	Foster Farms Dairy	13-4700	Dairy / Cafeteria		764.32
12180878	09/15/2015	GREENFIELD TRUE VALUE	01-4300	Maintenance Supplies		148.04
12180879	09/15/2015	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	Open PO for Ag Mech Ornamental Horticulture Clases		974.54
12180880	09/15/2015	KING CITY INDUSTRIAL SUPPLY	01-4300	Parts and Supplies		93.04
12180881	09/15/2015	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies		13.80
12180882	09/15/2015	Madeline White	01-8699	SCHEID 2013-2014		600.00
12180883	09/15/2015	MATRANGA WHOLESALE FLORISTS	01-4300	ROP Supplies		215.35
12180884	09/15/2015	Milpitas High School	01-5300	VB JV Tournament @ Milpitas		300.00
12180885	09/15/2015	O'Reilly Automotive Stores, Inc	01-4300	Parts for Buses and other vehicles		106.98
12180886	09/15/2015	OFFICE DEPOT BUSINESS SERVICES	01-4100	Math Modules	89.27	
			01-4300	OPEN PO FOR SUPPLIES	144.79	234.06
12180887	09/15/2015	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	398.72	
			01-5520	PGE	38,910.17	39,308.89
12180888	09/15/2015	Pearson Learning Group	01-4200	Test Gen - Calculus		58.03
12180889	09/15/2015	Progress Adviser	01-5200	PA training reimbursement		800.00

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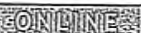
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## Checks Dated 09/01/2015 through 09/30/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12180890	09/15/2015	Residence Inn Sacramento	01-5200	Aeries Conference		388.96
12180891	09/15/2015	Sysco San Francisco	13-4300	Food Service	1,224.36	
			13-4700	Food Service	5,070.04	6,294.40
12180892	09/15/2015	Texas Life Insurance Co	01-9521	Life insurance Ref Ck#12176980		158.70
12180893	09/15/2015	TUCCI LEARNING SOLUTIONS, INC	01-9500	SPED Services		44,669.75
12180894	09/15/2015	UNITED PARCEL SERVICE	01-5930	UPS Services		79.79
12180895	09/15/2015	Watsonville High School	01-5300	VB Varsity Tournament @ Watsonville		275.00
12180896	09/15/2015	Christina Harber	01-8699	Sheid contest 2013-2014		350.00
12181656	09/17/2015	CAROLINA BIOLOGICAL SUPPLY CO	01-4300	Supplies for Biology Classes		3,925.35
12181657	09/17/2015	DBA Woodcrafter.com	01-4300	PLTW Materials		40.50
12181658	09/17/2015	Debora Bell	01-5800	SPED services		1,200.00
12181659	09/17/2015	Diane Mazzoni	01-5800	SPED Services		15,975.00
12181660	09/17/2015	EL Achieve	01-4200	Books for All EL Classes		2,021.94
12181661	09/17/2015	LISA DOPEFEL, M.A.	01-5800	Speech Therapy		1,631.25
12181662	09/17/2015	NASCO	01-9500	AG supplies		34.22
12181663	09/17/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	Copy paper for office	3,113.98	
			01-9500	Office supplies	842.01	3,955.99
12181664	09/17/2015	PRESTWICK HOUSE INC	01-4200	English Dept Books Attached Quote 7415		13,616.20
12181665	09/17/2015	Sargent Welch	01-4300	PLTW Materials		358.85
12181666	09/17/2015	Sportwide	01-4300	Sports supplies. See Attached Quote		1,293.81
12181667	09/17/2015	Uretsky Security	01-5800	Security Contract		7,224.00
12182317	09/22/2015	Daniel R. Moirao	01-4300	Conference reimbursement	19.37	
			01-5200	Conference reimbursement	1,477.86	1,497.23
12182318	09/22/2015	Miguel Flores	01-5200	Universal tech conference reimbursement		1,003.86
12182319	09/22/2015	Diane L. Miller	25-5200	Conference Reimbursement		267.78
12182320	09/22/2015	AUS-WEST Lockbox	01-4300	Staff Uniforms	21.86	
			13-5800	Services	98.21	120.07
12182321	09/22/2015	Beyond Speech Therapy	01-5800	Contracted Speech Therapist		900.00
12182322	09/22/2015	CA Department of Justice	01-5860	Fingerprinting		416.00
12182323	09/22/2015	CA Water Service Company	01-5530	Water Fees		189.57
12182324	09/22/2015	CDW-G	01-4300	Computer App materials	331.57	
				OPEN PO FOR TECHNOLOGY SUPPLIES	1,346.51	
			01-4400	Network Upgrades	32,529.88	
				OPEN PO FOR TECHNOLOGY CLASSROOM EQUIPMENT	4,953.01	
				OPEN PO FOR TECHNOLOGY EQUIPMENT	2,124.81	41,285.78
12182325	09/22/2015	DELL MARKETING LP	01-4400	PLTW Laptops	1,513.37	

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## Checks Dated 09/01/2015 through 09/30/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12182325	09/22/2015	DELL MARKETING LP	01-4400	ROP Computer		
12182326	09/22/2015	Fagen Friedman & Fulfroost	01-5810	Legal Services	1,128.19	2,641.56
12182327	09/22/2015	Foster Farms Dairy	13-4700	Dairy / Cafeteria		2,497.50
12182328	09/22/2015	GRAINGER INC,W W	01-4300	OPEN PO FOR SUPPLIES		922.43
12182329	09/22/2015	GREENFIELD TRUE VALUE	01-4300	Maintenance Supplies		531.60
12182330	09/22/2015	JK Architects, Inc.	01-5800	Architect costs GHS Fire Alarm		22.57
12182331	09/22/2015	KING CITY TRUE VALUE HARDWARE		Replacement		2,397.50
12182332	09/22/2015	NASCO	01-4300	Maintenance Supplies		5.38
12182333	09/22/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	Science Material		68.98
12182334	09/22/2015	ORGANIZED SPORTSWEAR LLC		Blanket Open PO Office Supplies	445.30	
12182335	09/22/2015	PACIFIC GAS AND ELECTRIC CO	01-4300	OPEN PO FOR SUPPLIES	39.13	484.43
12182336	09/22/2015	Phantom Tech/iBoss WebFilters	01-5510	Uniforms for Physical Ed. Classes		2,659.99
12182337	09/22/2015	PURE WATER	01-5300	PGE		283.56
12182338	09/22/2015	SAFEWAY INC	01-5300	Internet Filter		4,395.00
12182339	09/22/2015	SCHOLASTIC INC	01-5800	Drinking Water		155.75
12182340	09/22/2015	Scofield Graphics	01-4300	Open PO for Foods and Products		47.27
12182341	09/22/2015	Sysco San Francisco	01-5850	Scholastic Software		5,900.00
12182342	09/22/2015	Turning Tech, LLC	01-4300	Signs		256.80
12182343	09/22/2015	Two Team Construction, Inc	13-4300	Food Service	884.95	
12182344	09/22/2015	VALLEY SAW SHOP, dba	13-4700	Food Service	10,212.39	11,097.34
12182345	09/22/2015	Edina Isidro	01-4400	Student Response System Clickers		1,357.13
12182346	09/22/2015	Jocelyn Rodriguez	01-5620	Repairs		14,306.88
12182347	09/22/2015	Jocelyn Rodriguez	01-4300	Mower Mulching Blades		98.05
12184240	09/24/2015	Diana M. Jimenez	01-8699	reimbursement for shorts not received		10.00
12184241	09/24/2015	Alibris	01-8699	Scheid scholarship		500.00
12184242	09/24/2015	Aragon High School	01-8699	Scheid scholarship		250.00
12184243	09/24/2015	CAROLINA BIOLOGICAL SUPPLY CO	01-5200	LCAP & school business Conference		308.59
12184244	09/24/2015	Central Coast APSI	01-4200	Reimb.		
12184245	09/24/2015	Coastal Enterprises-PE Clothes	01-4200	New Teacher Refrence Books		219.93
12184246	09/24/2015	EDUCATIONAL DATA SYSTEMS,INC	01-5300	CC Aragon Meet		107.50
12184247	09/24/2015	Hampton Inn Sandiego	01-4300	Science Materials	280.47	
12184248	09/24/2015	Kern County Sup. of Schools	01-4400	Science Materials	189.26	469.73
12184249	09/24/2015	LOZANO SMITH	01-9500	AP Seminar		1,450.00
			01-4300	PE Clothes		2,962.03
			01-4300	CELDT Testing Labels 2015-16		527.62
			01-5200	Writing Institute		430.31
			01-5800	FCMAT review services		100,000.00
			01-5810	Lozano Smith Contract		2,632.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE 

## Checks Dated 09/01/2015 through 09/30/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12184250	09/24/2015	MCOE	01-5200	MCOE Training		
12184251	09/24/2015	PENINSULA SPORTS, INC/PSI	01-5300	PSI Fall Sports Game Fees	4,677.00	500.00
12184252	09/24/2015	SAFEWAY INC	01-5800	Gme Fees. Please specify GHS on check.	4,625.09	9,302.09
12184253	09/24/2015	Virco Inc.	01-4300	PO for "Tail Gate"for Link Crew Follow UP"		482.30
12184254	09/24/2015	WARD'S NATURAL SCIENCE	01-4400	Furniture for GHS		1,835.76
			01-4300	Sciecne Supplies	32.03	
				Science Material	2,459.54	
				Science Suppies	1,505.30	3,996.87
12184255	09/24/2015	Work Well	01-5800	Tb Test and Physicals		287.00
12184805	09/29/2015	Shirley J. Laws	01-4300	Board meeting supplies		14.81
12184806	09/29/2015	4imprint	01-4300	Supplies		565.12
12184807	09/29/2015	BENSON PLUMBING INC	01-5620	Plumbing Repairs		4,761.20
12184808	09/29/2015	BUS WEST	01-4300	Parts for Buses		480.83
12184809	09/29/2015	CA Assoc School Bus Off.	01-5200	CASBO Symposium - Monterey		600.00
12184810	09/29/2015	CA Water Service Company	01-5530	Water Fees		1,801.79
12184811	09/29/2015	Creative Notebook Solutions	01-4300	pltw		228.00
12184812	09/29/2015	First Alarm Security Srvs Inc	01-5800	Quarterly Monitoring & Servicing		948.48
12184813	09/29/2015	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies	17.58	
12184814	09/29/2015	LOZANO SMITH	01-5810	ROP Supplies - KCHS	38.81	56.39
12184815	09/29/2015	MASSEY HEATING & AIR INC	01-5620	Lozano Smith Contract		987.00
12184816	09/29/2015	Notre Dame High School	01-5300	HVAC Repairs		585.00
12184817	09/29/2015	OFFICE DEPOT BUSINESS SERVICES	01-4100	GBB JV Tournament Notre Dame		300.00
			01-4100	Math Modules	8,195.23	
			01-4300	Open PO for Instructional Supplies and Materials	1,462.01	
				Open PO for Office Supplies and Materials	318.79	
				Blanket Open PO For Office Depot	394.99	
			01-5800	Printing Services	408.76	10,779.78
12184818	09/29/2015	ORGANIZED SPORTSWEAR LLC	01-4300	Phys Ed Uniforms		919.54
12184819	09/29/2015	PENINSULA SPORTS, INC/PSI	01-5800	Gme Fees. Please specify GHS on check.		8,841.00
12184820	09/29/2015	Polar Service Co, Inc.	13-5600	Food service refrigeration repairs		1,270.60
12184821	09/29/2015	Rainbow Printing Inc/dba	01-4300	PE Cards		471.43
12184822	09/29/2015	RG Fabrication, Inc	01-5620	Metalwork Repairs		238.89
12184823	09/29/2015	SAFEWAY INC	01-4300	Teacher Development meeting supplies		105.92
12184824	09/29/2015	Shred-It San Francisco	01-5800	Shredding Fees		116.94
12184825	09/29/2015	TORO PETROLEUM CORP	01-4310	Diesel, Unleaded, & Vehicle Oils		2,869.71
12184826	09/29/2015	VAL'S PLUMBING & HEATING INC	01-5620	Plumbing and HVAC Repairs		1,084.87
12184827	09/29/2015	WARD'S NATURAL SCIENCE	01-4300	Sciecne Supplies		973.95

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE



Checks Dated 09/01/2015 through 09/30/2015


Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12184828	09/29/2015	WILCO SUPPLY	01-4300	Keys and Door Hardware		244.62
Total Number of Checks					206	<u>616,542.65</u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	188	563,817.48
13	Cafeteria Fund	16	49,170.09
25	Capital Facilities Fund	6	3,736.76
Total Number of Checks		206	616,724.33
Less Unpaid Sales Tax Liability			181.68
Net (Check Amount)			<u>616,542.65</u>

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The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE 



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

**SUBJECT:** Approval of Purchase Orders – September 2015

**MEETING:** October 21, 2015

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

Board Goals:

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

Summary:

Attached is the listing of the Purchase Orders issued in September 2015.


Recommendation:

The recommendation is being made for the State Administrator to approve the Purchase Orders.


Fiscal Impact:

Per the 2015-16 fiscal budget.

Submitted By:

  
\_\_\_\_\_  
Duane Wolgamott  
Chief Business Official

Approved:

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

## Description

Includes Purchase Orders dated 09/01/2015 - 09/30/2015

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
B16-00145	CA ASSOCIATION FFA	FFA convention	029	01	Agricultural Vo	1,850.00
B16-00146	NASCO	ROP supplies	023	01	ROC/P	1,500.00
B16-00147	MATRANGA WHOLESale	ROP Supplies	023	01	ROC/P	9,000.00
B16-00148	WARD'S NATURAL SCIE	ROP Supplies	023	01	ROC/P	1,650.00
B16-00149	OFFICE DEPOT BUSINE	Open PO ROP Fund	023	01	ROC/P	2,500.00
B16-00150	HOME DEPOT/GECF	Open PO for Ag Mech Ornamental Horticulture Clases	023	01	ROC/P	12,100.00
B16-00151	TORO PETROLEUM CORP	Fuel PO Ag program	021	01	Agricultural Vo	1,500.00
B16-00152	CA Rare Fruit Grwrs	Ag Department Supplies - AIG	021	01	Agricultural Vo	300.00
B16-00153	OFFICE DEPOT BUSINE	ROP Supplies KCHS	021	01	ROC/P	2,000.00
B16-00154	KING CITY TRUE VALU	ROP Supplies - KCHS	021	01	ROC/P	500.00
B16-00155	WARD'S NATURAL SCIE	ROP Supplies	021	01	ROC/P	2,200.00
B16-00156	NASCO	ROP Supplies	021	01	ROC/P	4,000.00
B16-00157	MATRANGA WHOLESale	ROP Supplies	021	01	ROC/P	10,000.00
B16-00158	HOME DEPOT/GECF	ROP Supplies	021	01	ROC/P	7,000.00
B16-00159	PRAXAIR DISTRIBUTIO	ROP Supplies	021	01	ROC/P	2,000.00
B16-00160	B&B STEEL	ROP Supplies	021	01	ROC/P	7,000.00
B16-00161	Beyond Speech Thera	Speech Therapy	029	01	Special Educati	900.00
B16-00162	LISA DOPEFEL, M.A.	Speech Therapy	029	01	Special Educati	2,162.50
B16-00163	ACSA'S Foundation F	LCAP Workshop	029	01	Supplemental	3,750.00
B16-00164	Sysco San Francisco	Food Service	029	13	Child Nutrition	75,000.00
B16-00165	Syserco Inc	EMS Repairs	009	01	Ongoing & Major	2,000.00
B16-00166	Residence Inn Sacra	Aeries Conference	029	01	State Lottery	388.96
B16-00167	OFFICE DEPOT BUSINE	Student Hand book	029	01	Supplemental	5,000.00
B16-00168	OFFICE DEPOT BUSINE	Open PO	022	01	State Lottery	1,000.00
B16-00169	Uretsky Security	Security Contract	011	01	Supplemental	60,000.00
B16-00170	Diane Mazzoni	SPED Services	029	01	Special Educati	30,000.00
B16-00171	WILCO SUPPLY	Keys and Door Hardware Repair Supplies	009	01	Ongoing & Major	2,000.00
B16-00172	Hatch, Lincoln	Contracted services- Auditorium	029	01	UNRESTRICTED R	3,500.00
B16-00173	MCOE	School Safety Training	009	01	State Lottery	480.00
B16-00174	Chris Madson Constr	Building Repairs	009	01	Ongoing & Major	10,000.00
B16-00175	UMSTEAD ELECTRIC (D	Electrical Repairs	009	01	Ongoing & Major	5,000.00
B16-00176	McClellan Hosp SVCS	Hotel Lodging for C.A.S.H. Leadership Academy	009	25	UNRESTRICTED R	890.00
B16-00177	LOZANO SMITH	Lozano Smith Contract	011	01	Special Educati	17,500.00
B16-00178	AMERICAN SUPPLY COM	Custodial Supplies	009	01	UNRESTRICTED R	2,890.00
B16-00179	CSBA	Board memeber training	029	01	UNRESTRICTED R	390.00
B16-00180	MCOE	Fagen Freidman & Fulfrosts	029	01	Special Educati	85.00
PO16-00186	PRAXAIR DISTRIBUTIO	Open PO for Ag Mechanics Class	023	01	ROC/P	5,000.00
PO16-00187	RG Fabrication, Inc	Open PO	023	01	ROC/P	5,000.00
PO16-00188	Watsonville High Sc	VB Varsity Tournament @ Watsonville	021	01	UNRESTRICTED R	275.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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Description

Includes Purchase Orders dated 09/01/2015 - 09/30/2015

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO16-00189	Milpitas High Schoo	VB JV Tournament @ Milpitas	021	01	UNRESTRICTED R	300.00
PO16-00190	OFFICE DEPOT BUSINE	Tickets, Cash Box, Ink, etc.	021	01	UNRESTRICTED R	453.86
PO16-00191	Palma High School	CC Meet @ Palma	021	01	UNRESTRICTED R	200.00
PO16-00192	Pacific Grove High	CC Meet PG Invitational	021	01	UNRESTRICTED R	250.00
PO16-00193	EDEN RADIO, Inc	Radios - Security	029	01	Supplemental	2,427.94
PO16-00194	ASAP Inc	ROP Attendance Software	029	01	ROC/P	1,351.47
PO16-00195	SchoolDude	School Dude Training	029	01	Ongoing & Major	1,280.00
PO16-00196	Creative Notebook S	pltw	029	01	Supplemental	259.88
PO16-00197	SAFEWAY INC	PO for "Tail Gate"for Link Crew Follow UP"	023	01	IASA-Title I Ba	482.30
PO16-00198	DELL MARKETING LP	PLTW Laptops	021	01	Supplemental	72,933.99
PO16-00199	DELL MARKETING LP	PLTW Laptops	023	01	Supplemental	73,271.26
PO16-00200	Jar Systems LLC	PLTW Laptop Cart	021	01	Supplemental	3,476.16
PO16-00201	Jar Systems LLC	PLTW Laptop Cart	023	01	Supplemental	3,490.84
PO16-00202	Houghton Mifflin Ha	SRI Licenses	029	01	Supplemental	7,014.07
PO16-00203	OFFICE DEPOT BUSINE	file cabinet/cubbie storage	022	01	Special Educati	907.18
PO16-00204	Aeries Software Inc	Aeries Conference	029	01	State Lottery	625.00
PO16-00205	Aeries Software Inc	Aeries Conference	029	01	State Lottery	1,400.00
PO16-00206	EnableMart	Boardmaker plus windows	022	01	Special Educati	403.23
PO16-00207	Positive Promotions	Admin Meeting supplies	029	01	Supplemental	440.00
PO16-00208	OFFICE DEPOT BUSINE	Blanket Open PO For Office Depot	021	01	State Lottery	2,000.00
PO16-00209	Junipero Serra High	CC Junipero Invitational Fees	021	01	UNRESTRICTED R	300.00
PO16-00210	North Salinas High	CC Monterey Bay Invitational	021	01	UNRESTRICTED R	250.00
PO16-00211	SAFEWAY INC	Blanket Open PO For Safeway-ADCO Meeting	021	01	State Lottery	250.00
PO16-00212	DICK BLICK COMPANY	Art Supplies	021	01	State Lottery	3,011.76
PO16-00213	SAFEWAY INC	Blanket Open PO For Safway-PIQE Meeting	021	01	Supplemental	250.00
PO16-00214	OFFICE DEPOT BUSINE	Pallets of Paper	021	01	State Lottery	3,401.98
PO16-00215	DEMCO, INC	Library Supplies	023	01	State Lottery	368.28
PO16-00216	Zoom Imaging Soluti	Instructional supplies for computer classes	023	01	State Lottery	257.70
PO16-00217	CDW-G	Ink Supplies for Computer Classes	023	01	State Lottery	4,630.08
PO16-00218	DBA: Pacific Coast	Athletics Sportsware- See Attached Quote	023	01	UNRESTRICTED R	5,566.84
PO16-00219	OFFICE DEPOT BUSINE	Calculators	021	01	State Lottery	413.03
PO16-00220	n2y	learning system sped	022	01	Special Educati	1,436.40
PO16-00221	Learnerator Educati	Software Licenses Renewal	021	01	Supplemental	2,418.90
PO16-00222	OFFICE DEPOT BUSINE	PO not to exceed \$1470. for instructional supplies	023	01	State Lottery	1,464.75
PO16-00223	CCS Athletic Direct	CCS-ADA Workshop	021	01	UNRESTRICTED R	35.00
PO16-00224	PEARSON AGS GLOBE	Workbooks for Special Ed Consumer Math Class	023	01	IASA-Title I Ba	380.41

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE



Description

Includes Purchase Orders dated 09/01/2015 - 09/30/2015

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO16-00225	SAFEWAY INC	Blanket Open PO For Safeway - Parent Workshops	021	01	IASA-Title I Ba	500.00
PO16-00226	INGRAHAM JEWELERS,	Open PO for Athlete Awards for school year	023	01	UNRESTRICTED R	1,500.00
PO16-00227	Phantom Tech/iBoss	Internet Filter	029	01	UNRESTRICTED R	4,834.50
PO16-00228	MCMaster CARR SUPPL	Mobile Room Air Conditioners	009	01	UNRESTRICTED R	716.23
PO16-00229	Cengage Learning	test books	021	01	IASA-Title I Ba	3,534.89
PO16-00230	OFFICE DEPOT BUSINE	Tech Equip	021	01	Supplemental	383.88
PO16-00231	CDW-G	Tech Equip	021	01	Supplemental	152.09
PO16-00232	National Business F	Office Chairs for Clerical Staff	023	01	State Lottery	3,168.11
PO16-00233	MCGRAW-HILL	Teacher Ed. Text Book	021	01	Lottery: Instr	172.26
PO16-00234	Pearson Learning Gr	Txt Books	021	01	Lottery: Instr	174.69
PO16-00235	Cengage Learning	Text Book	021	01	Lottery: Instr	361.46
PO16-00236	Cengage Learning	Supplemental Ed Materials	021	01	Lottery: Instr	19,827.28
PO16-00237	Follett School Solu	Supplemental Spanish Reading Books	021	01	IASA-Title I Ba	181.51
PO16-00238	Academic Innovation	Workbooks	021	01	IASA-Title I Ba	905.43
PO16-00239	Creative Notebook S	PLTW	021	01	IASA-Title I Ba	134.66
PO16-00240	EL Achieve	CM Units	021	01	IASA-Title I Ba	3,135.04
PO16-00241	Pearson Learning Gr	Sup Materials	021	01	Lottery: Instr	174.69
PO16-00242	FLINN SCIENTIFIC IN	Instructional Supplies for Science Classes	023	01	State Lottery	947.07
PO16-00243	OFFICE DEPOT BUSINE	desk	022	01	Special Educati	271.68
PO16-00244	Aragon High School	CC Aragon Meet	021	01	UNRESTRICTED R	107.50
PO16-00245	PENINSULA SPORTS, I	PSI Fall Sports Game Fees	021	01	UNRESTRICTED R	4,677.00
PO16-00246	Notre Dame High Sch	GBB JV Tournament Notre Dame	021	01	UNRESTRICTED R	300.00
PO16-00247	Pluralsight, LLC	ONLINE COURSEWARE	029	01	UNRESTRICTED R	1,796.00
PO16-00248	Aeries Software Inc	Aeries Conference	029	01	UNRESTRICTED R	850.00
PO16-00249	Virco Inc.	Furniture for GHS	009	01	Ongoing & Major	980.80
PO16-00250	J. W. Pepper	Band Supplies	021	01	Other Local	230.34
PO16-00251	Woodwind & Brasswin	Band Supplies	021	01	Other Local	1,073.15
PO16-00252	Ayres Hotel & Suite	LCAP Training	029	01	NCLB Title II,	205.12
PO16-00253	SOUTH COAST REGION	FFA Professional Development	021	01	Vocational Prog	270.00
PO16-00254	CA ASSOCIATION FFA	Open PO For Student Leadership Packets	021	01	Agricultural Vo	6,000.00
PO16-00255	CPRS CA Prprty Rcrd	Fixed Assets Inventory Software	029	01	UNRESTRICTED R	1,100.00
PO16-00256	CA Assoc School Bus	CASBO Symposium - Monterey	029	01	UNRESTRICTED R	600.00
PO16-00257	DBA: Denver Marriot	Teaching Learning Coaching Conference	029	01	NCLB Title II,	602.44
PO16-00258	CA DEPT OF EDUCATIO	ALI Conference Reg.	029	01	NCLB Title II,	425.00
PO16-00259	Corwin	Teaching Learning Coaching Conference	029	01	NCLB Title II,	2,236.00
PO16-00260	Inn Off Capitol Par	ACSA Lodging	029	01	Special Educati	154.10
PO16-00261	Hilton San Diego Ba	CETPA 2015 Lodging	029	01	UNRESTRICTED R	985.90

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

## Description

Includes Purchase Orders dated 09/01/2015 - 09/30/2015

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO16-00262	CDW-G	PLTW Lab Printers	029			4,267.01
PO16-00263	4imprint	supplies	029	01	State Lottery	1,470.66
PO16-00264	Illuminate Data & A	Additional Illuminate Training	029	01	NCLB Title II,	3,000.00
PO16-00265	Won-Door Corporatio	Partition Wall Lock Assembly	009	01	Ongoing & Major	226.08
PO16-00266	Cannon Sports, Inc	sports equipment	022	01	State Lottery	359.55
					<b>Total</b>	<b>568,705.89</b>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

**SUBJECT:** Approval to Surplus Books: Portola-Butler Continuation High School

**MEETING:** October 21, 2015

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

Board Goals:

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

Summary:

Attached is a listing of outdated and damaged books that can no longer be used. Portola-Butler Continuation High School is requesting approval to surplus them. The site will attempt to donate the books; left over books will be destroyed.

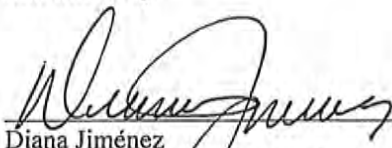
Recommendation:

The recommendation is being made for the State Administrator to approve the lists of surplus books from Portola-Butler Continuation High School.

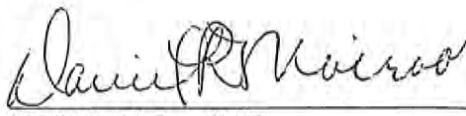
Fiscal Impact:

None

Submitted By:

  
\_\_\_\_\_  
Diana Jiménez  
Director of Educational Services

Approved:

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

South Monterey County Joint Union High School District  
 Portola-Butler Continuation High School  
 Damaged or Obsolete Textbooks

Reason: Damaged or Obsolete Textbooks		
Title: Literature (Platinum) - English		Publisher: Printice Hall
District Number	Year Published	Reason
LP-25	1989	OBSOLETE
LP-3		OBSOLETE
LP-31		OBSOLETE
LP-30		OBSOLETE
97-22		OBSOLETE
96-123		OBSOLETE
31-93		OBSOLETE
95-52		DAMAGED
95-44		OBSOLETE
LP-5		OBSOLETE
LP-16		OBSOLETE
LP-14		DAMAGED
26-93		DAMAGED
43-92		OBSOLETE
96-33		DAMAGED
10 92		OBSOLETE
81-92		OBSOLETE
GHS 2148		OBSOLETE
47-92		OBSOLETE
96-56		OBSOLETE
LP-19		OBSOLETE
LP-1		OBSOLETE
LP-26		DAMAGED
LP-32		DAMAGED
LP-21		OBSOLETE
LP-27		OBSOLETE
LP-12		DAMAGED
LP-7		OBSOLETE
LP-20		DAMAGED
LP-34		OBSOLETE
LP-6		OBSOLETE
LP-23		OBSOLETE
96-74		OBSOLETE
97-33		OBSOLETE
97-42		OBSOLETE
96-39		OBSOLETE
LP-24		OBSOLETE



LP-9		OBSOLETE
96-30		OBSOLETE
96-15		OBSOLETE
97-65		OBSOLETE
97-66		OBSOLETE
97-25		OBSOLETE
GHS 2124		OBSOLETE
95-7		OBSOLETE
97-20		OBSOLETE
LP-15		OBSOLETE
96-36		OBSOLETE
LP-33		OBSOLETE
LP-4		OBSOLETE
9 92		OBSOLETE
LP-22		OBSOLETE
TOTAL	52	OBSOLETE

South Monterey County Joint Union High School District  
 Portola-Butler Continuation High School  
 Damaged or Obsolete Textbooks

Reason: Damaged or Obsolete Textbooks		
Title: Literature (Gold) - English		Publisher: Prentice Hall
District Number	Year Published	Reason
LG-21	1989	
LG-27		OBSOLETE
LG-25		OBSOLETE
LG-5		OBSOLETE
LG-18		OBSOLETE
LG-15		OBSOLETE
LG-22		OBSOLETE
LG-17		OBSOLETE
LG-30		OBSOLETE
LG-13		OBSOLETE
LG-4		OBSOLETE
LP-39		OBSOLETE
LP-37		OBSOLETE
LG-31		OBSOLETE
LG-12		OBSOLETE
LG-2		OBSOLETE
LG-32		DAMAGED
LG-19		OBSOLETE
LP-36		OBSOLETE
LG-7		OBSOLETE
LG-29		OBSOLETE
LG-16		OBSOLETE
LG-26		OBSOLETE
LG-6		DAMAGED
LG-14		OBSOLETE
LG-11		OBSOLETE
LG-3		DAMAGED
LG-24		OBSOLETE
LP-38		OBSOLETE
GHS 2086		OBSOLETE
LG-8		OBSOLETE
GHS 2053		OBSOLETE
NO NUMBER		OBSOLETE
GHS 2050		OBSOLETE
LG-28		OBSOLETE
LGT (T.E.)		OBSOLETE
TOTAL	36	









**South Monterey County Joint Union High School District  
Portola-Butler Continuation High School  
Damaged or Obsolete Textbooks**

<b>Reason: Damaged or Obsolete Textbooks</b>		
<b>Title: Literature "The American Experience"</b>		<b>Publisher: Prentice Hall</b>
<b>District Number</b>	<b>Year Published</b>	<b>Reason</b>
LEA-C	1989	OBSOLETE AND DAMAGED
LEA-D		OBSOLETE AND DAMAGED
LAE-E		OBSOLETE AND DAMAGED
LEA-A		OBSOLETE AND DAMAGED
LAE-F		OBSOLETE AND DAMAGED
LEA-B		OBSOLETE AND DAMAGED
LEA-H		OBSOLETE AND DAMAGED
LAE-G		OBSOLETE AND DAMAGED
<b>TOTAL</b>	<b>6</b>	
GHS- 5840	1991	OBSOLETE AND DAMAGED
5753		OBSOLETE AND DAMAGED
5771		OBSOLETE AND DAMAGED
5797		OBSOLETE AND DAMAGED
5706		OBSOLETE AND DAMAGED
5765		OBSOLETE AND DAMAGED
5704		OBSOLETE AND DAMAGED
5700		OBSOLETE AND DAMAGED
5718		OBSOLETE AND DAMAGED
5761		OBSOLETE AND DAMAGED
5783		OBSOLETE AND DAMAGED
5764		OBSOLETE AND DAMAGED
5784		OBSOLETE AND DAMAGED
5711		OBSOLETE AND DAMAGED
5807		OBSOLETE AND DAMAGED
5779		OBSOLETE AND DAMAGED
5786		OBSOLETE AND DAMAGED
5707		OBSOLETE AND DAMAGED
5702		OBSOLETE AND DAMAGED
5731		OBSOLETE AND DAMAGED
5716		OBSOLETE AND DAMAGED
5775		OBSOLETE AND DAMAGED
5800		OBSOLETE AND DAMAGED
5790		OBSOLETE AND DAMAGED
5774		OBSOLETE AND DAMAGED
5703		OBSOLETE AND DAMAGED
5710		OBSOLETE AND DAMAGED
5772		OBSOLETE AND DAMAGED

5751		OBSOLETE AND DAMAGED
5709		OBSOLETE AND DAMAGED
5714		OBSOLETE AND DAMAGED
5780		OBSOLETE AND DAMAGED
5719		OBSOLETE AND DAMAGED
5782		OBSOLETE AND DAMAGED
<b>TOTAL</b>	<b>34</b>	











**South Monterey County Joint Union High School District  
Portola-Butler Continuation High School  
Damaged or Obsolete Textbooks**

<b>Reason: Damaged or Obsolete Textbooks</b>		
<b>Title: Computer Concepts</b>		<b>Publisher: South Western Publishing</b>
<b>District Number</b>	<b>Year Published</b>	<b>Reason</b>
3 93	1990	Obsolete
59-92		Obsolete
3 92		Obsolete
5 92		Obsolete
20-93		Obsolete
Desk Copy		Obsolete
44-92		Obsolete
7 96		Obsolete
5 95		Obsolete
3 95		Obsolete
23-93		Obsolete
<b>47-92</b>		Obsolete
15-93		Obsolete
32-92		Obsolete
1 96		Obsolete
20 92		Obsolete
4 95		Obsolete
5 93		Obsolete
27-93		Obsolete
1 95		Obsolete
6 95		Obsolete
38-92		Obsolete
34-92		Obsolete
43-92		Obsolete
1 93		Obsolete
52-92		Obsolete
51-92		Obsolete
25-93		Obsolete
28-92		Obsolete
39-92		Obsolete
50-92		Obsolete
1 92		Obsolete
6 96		Obsolete
46-92		Obsolete
<b>Total</b>	<b>34</b>	

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

**SUBJECT:** Revenue and Expenditures Report for 2015-16

**MEETING:** October 21, 2015

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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:

Included is the 2015/16 Fiscal Year to date (September 30, 2015) Revenues and Expenditures Report for each fund.

Recommendation:

This is an information item only.


Fiscal Impact:

Per the 2015-16 approved budget.

Submitted By:

  
Duane Wolgamott  
Chief Business Official

Approved:

  
Daniel R. Moirao, Ed.D.  
State Administrator

Fund 01 - General Fund		Fiscal Year 2016 through 09/30/2015				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUE</b>						
Revenue Limit	(8010-8099)	20,144,086.00	6,180,365.55		13,963,720.45	69%
Federal Revenue	(8100-8299)	888,658.00	.00		888,658.00	100%
Other State Revenue	(8300-8599)	1,912,212.00	.00		1,912,212.00	100%
Other Local Revenue	(8600-8799)	1,333,156.00	204,879.98		1,128,276.02	85%
<b>Total Revenue</b>		<b>24,278,112.00</b>	<b>6,385,245.53</b>		<b>17,892,866.47</b>	<b>74%</b>
<b>EXPENSES</b>						
Certified Salaries	(1000-1999)	8,762,768.00	1,584,863.14	.00	7,177,904.86	82%
Classified Salaries	(2000-2999)	2,669,213.00	545,576.60	.00	2,123,636.40	80%
Employee Benefits	(3000-3999)	3,712,707.00	722,608.31	.00	2,990,098.69	81%
Supplies and Services	(4000-4999)	1,254,871.47	655,169.96	665,920.60	(66,219.09)	(5)%
Services & Operating Expenses	(5000-5999)	3,954,533.53	562,463.07	961,773.35	2,430,297.11	61%
Capital Outlays	(6000-6999)	104,000.00	.00	.00	104,000.00	100%
Other Outgo	(7100-7299, 7400-7499)	1,596,527.00	47,704.10	.00	1,548,822.90	97%
<b>Total Expenses</b>		<b>22,054,620.00</b>	<b>4,118,385.18</b>	<b>1,627,693.95</b>	<b>16,308,540.87</b>	<b>74%</b>
<b>Operating Surplus/(Deficit)</b>		<b>2,223,492.00</b>	<b>2,266,860.35</b>	<b>639,166.40</b>		
<b>OTHER FINANCING SOURCES/USES</b>						
Contributions	(8980-8999)	(3,900.00)	.00		(3,900.00)	100%
<b>Total Other Financing Sources</b>		<b>(3,900.00)</b>	<b>.00</b>		<b>(3,900.00)</b>	<b>100%</b>
<b>Net Surplus/(Deficit)</b>		<b>2,219,592.00</b>	<b>2,266,860.35</b>	<b>639,166.40</b>		
<b>Beginning Fund Balance</b>		<b>5,941,074.20</b>	<b>5,941,074.20</b>	<b>5,941,074.20</b>		
<b>Net Ending Fund Balance</b>		<b>\$8,160,666.20</b>	<b>\$8,207,934.55</b>	<b>\$6,580,240.60</b>		
		<i>*** calculated ***</i>				
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		8,160,666.20	.00			
<b>Ending Fund Balance</b>		<b>8,160,666.20</b>	<b>.00</b>			



Fund 13 - Cafeteria Fund		Fiscal Year 2016 through 09/30/2015				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUE</b>						
Federal Revenue	(8100-8299)	440,000.00	17,980.03		422,019.97	96%
Other State Revenue	(8300-8599)	35,000.00	957.54		34,042.46	97%
Other Local Revenue	(8600-8799)	154,435.00	29,404.19		125,030.81	81%
<b>Total Revenue</b>		<b>629,435.00</b>	<b>48,341.76</b>		<b>581,093.24</b>	<b>92%</b>
<b>EXPENSES</b>						
Classified Salaries	(2000-2999)	99,358.00	28,348.19	.00	71,009.81	71%
Employee Benefits	(3000-3999)	78,048.00	12,511.23	.00	65,536.77	84%
Supplies and Services	(4000-4999)	421,254.00	80,143.08	81,593.35	259,517.57	62%
Services & Operating Expenses	(5000-5999)	15,841.00	4,935.28	5,254.81	5,650.91	36%
<b>Total Expenses</b>		<b>614,501.00</b>	<b>125,937.78</b>	<b>86,848.16</b>	<b>401,715.06</b>	<b>65%</b>
<b>Operating Surplus/(Deficit)</b>		<b>14,934.00</b>	<b>(77,596.02)</b>	<b>(164,444.18)</b>		
<b>Net Surplus/(Deficit)</b>		<b>14,934.00</b>	<b>(77,596.02)</b>	<b>(164,444.18)</b>		
<b>Beginning Fund Balance</b>		<b>150,935.39</b>	<b>150,935.39</b>	<b>150,935.39</b>		
<b>Net Ending Fund Balance</b>		<b>\$165,869.39</b>	<b>\$73,339.37</b>	<b>(\$13,508.79)</b>		
<i>*** calculated ***</i>						
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		165,869.39	.00			
<b>Ending Fund Balance</b>		<b>165,869.39</b>	<b>.00</b>			

Fund 17 - Special Reserve Fund for Other		Fiscal Year 2016 through 09/30/2015				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUE</b>						
Other Local Revenue	(8600-8799)	526.00	.00		526.00	100%
<b>Total Revenue</b>		<b>526.00</b>	<b>.00</b>		<b>526.00</b>	<b>100%</b>
Operating Surplus/(Deficit)		526.00	.00	.00		
Net Surplus/(Deficit)		526.00	.00	.00		
Beginning Fund Balance		2,997,389.10	2,997,389.10	2,997,389.10		
Net Ending Fund Balance		\$2,997,915.10	\$2,997,389.10	\$2,997,389.10		
		*** calculated ***				
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		2,997,915.10	.00			
Ending Fund Balance		2,997,915.10	.00			

Fund 25 - Capital Facilities Fund		Fiscal Year 2016 through 09/30/2015				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUE</b>						
Other Local Revenue	(8600-8799)	50,070.00	51,161.18		(1,091.18)	(2)%
<b>Total Revenue</b>		<b>50,070.00</b>	<b>51,161.18</b>		<b>(1,091.18)</b>	<b>(2)%</b>
<b>EXPENSES</b>						
Supplies and Services	(4000-4999)	.00	1,904.29	.00	(1,904.29)	0%
Services & Operating Expenses	(5000-5999)	100,000.00	63,867.78	3,010.00	33,122.22	33%
Other Outgo	(7100-7299, 7400-7499)	108,253.00	.00	.00	108,253.00	100%
<b>Total Expenses</b>		<b>208,253.00</b>	<b>65,772.07</b>	<b>3,010.00</b>	<b>139,470.93</b>	<b>67%</b>
<b>Operating Surplus/(Deficit)</b>		<b>(158,183.00)</b>	<b>(14,610.89)</b>	<b>(17,620.89)</b>		
<b>Net Surplus/(Deficit)</b>		<b>(158,183.00)</b>	<b>(14,610.89)</b>	<b>(17,620.89)</b>		
<b>Beginning Fund Balance</b>		<b>293,695.01</b>	<b>293,695.01</b>	<b>293,695.01</b>		
<b>Net Ending Fund Balance</b>		<b>\$135,512.01</b>	<b>\$279,084.12</b>	<b>\$276,074.12</b>		
<i>*** calculated ***</i>						
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		135,512.01	.00			
<b>Ending Fund Balance</b>		<b>135,512.01</b>	<b>.00</b>			



Fund 56 - Debt Service Fund		Fiscal Year 2016 through 09/30/2015			
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	1,248,727.02	1,248,727.02	1,248,727.02		
Net Ending Fund Balance	\$1,248,727.02	\$1,248,727.02	\$1,248,727.02		
*** calculated ***					
<b>Components of Ending Fund Balance</b>					
Undesignated/Unappropriated - 9790	1,248,727.02	.00			
Ending Fund Balance	1,248,727.02	.00			

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

**SUBJECT:** Cashflow Summary Report for 2015-16  
(thru September 2015)

**MEETING:** October 21, 2015

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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:

Cashflow Summary Report - 2015/16 Fiscal Year (as of September 30, 2015).

- Fund 01 – General Fund
- Fund 09 – Charter School Fund
- Fund 13 – Cafeteria Fund (Fund 13 usually runs a negative balance as there are no advance apportionments)
- Fund 17 – Special Reserve Fund
- Fund 25 – Capital Facilities Program
- Fund 35 – School Facility Program
- Fund 56 – Debt Service

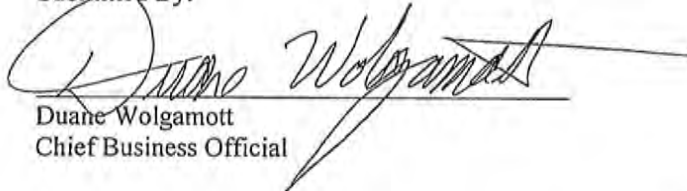
Recommendation:

This is an information item only.


Fiscal Impact:

None

Submitted By:

  
Duane Wolgamott  
Chief Business Official

Approved:

  
Daniel R. Moirao, Ed.D.  
State Administrator

Fund 01 - Actuals through September									
									Fiscal Year 2015/16
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
A. BEGINNING CASH	9110		5,705,174.18	5,737,542.47	5,748,226.65				
B. RECEIPTS									
Revenue Limit									
Principal Apportionment	8010-8019		1,810,324.00	1,810,324.00	2,537,808.00			6,158,456.00	14,735,345.00
Property Taxes	8020-8079				21,909.55			21,909.55	5,408,741.00
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								888,658.00
Other State Revenues	8300-8599								1,912,212.00
Other Local Revenues	8600-8799		324.39-	48,779.68	156,424.69			204,879.98	1,333,156.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	1,809,999.61	1,859,103.68	2,716,142.24	.00	.00	6,385,245.53	24,274,212.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999		111,989.97	711,872.60	761,000.57			1,584,863.14	8,762,768.00
Classified Salaries	2000-2999		140,844.81	195,835.05	208,896.74			545,576.60	2,669,213.00
Employee Benefits	3000-3999		109,182.21	306,839.45	306,586.65			722,608.31	3,712,707.00
Books and Supplies	4000-4999		201,887.88	272,570.16	180,711.92				
Utilities	5000-5999		90,289.84	146,970.84	325,202.39			562,463.07	3,954,533.53
Capital Outlays	6000-6599								104,000.00
Other Outgo	7000-7499		13,134.76	13,134.76	21,434.58			47,704.10	1,596,527.00
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		.00	667,329.47	1,647,222.86	1,803,832.85	.00	.00	4,118,385.18	22,054,620.00
D. BALANCE SHEET TRANSACTIONS									
Assets									
Cash Not In Treasury	9111-9199	1,004,965.44-	244,849.07-	244,849.07-	244,849.07-			734,547.21-	
Accounts Receivable	9200-9299	975,344.48-	120,602.28	56,055.00	137,234.65			313,891.93	
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Undefined Objects									
SUBTOTAL ASSETS		1,980,309.92-	124,246.79-	188,794.07-	107,614.42-	.00	.00	420,655.28-	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 3, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE 



Fund 01 - Actuals through September		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>Liabilities</b>									
Accounts Payable	9500-9599	1,673,150.14	986,055.06-	12,599.11-	20,212.77-			1,018,866.94-	
Due To Other Funds	9610	4,927.57							
Current Loans	9640								
Deferred Revenues	9650	66,332.19							
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		1,744,409.90	986,055.06-	12,402.57-	20,361.31-	.00	.00	1,018,818.94-	
<b>Nonoperating</b>									
Suspense Clearing	9910			196.54	148.54-			48.00	
<b>TOTAL BALANCE SHEET TRANSACTIONS</b>		235,900.02-	1,110,301.85-	201,196.64-	127,975.73-	.00	.00	1,439,474.22-	
<b>E. NET INCREASE/DECREASE B - C + D</b>			32,368.29	10,684.18	784,333.66	.00	.00	827,386.13	2,219,592.00
<b>F. ENDING CASH (A + E)</b>			5,737,542.47	5,748,226.65	6,532,560.31				
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

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Fund 09 - Actuals through September

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
A. BEGINNING CASH	9110		.00	.00	.00				
B. RECEIPTS									
Revenue Limit									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								
Other State Revenues	8300-8599								
Other Local Revenues	8600-8799								
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	.00	.00	.00	.00	.00	
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999								
ices	5000-5999								
tal Outlays	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		.00	.00	.00	.00	.00	.00	.00	
D. BALANCE SHEET									
TRANSACTIONS									
Assets									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299								
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Undefined Objects									
SUBTOTAL ASSETS		.00	.00	.00	.00	.00	.00	.00	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 3, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE 

Fund 09 - Actuals through September		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	.00	.00	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		.00	.00	.00	.00	.00	.00	.00	
E. NET INCREASE/DECREASE B - C + D			.00	.00	.00	.00	.00	.00	
F. ENDING CASH (A + E)			.00	.00	.00				.00
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 13 - Actuals through September

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>A. BEGINNING CASH</b>	9110		152,156.25	139,254.05	105,828.88				
<b>B. RECEIPTS</b>									
Revenue Limit									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299			11,664.28	6,315.75			17,980.03	440,000.00
Other State Revenues	8300-8599			502.20	455.34			957.54	35,000.00
Other Local Revenues	8600-8799			404.19	29,000.00			29,404.19	154,435.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	.00	12,570.67	35,771.09	.00	.00	48,341.76	629,435.00
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999		4,991.28	8,856.94	14,499.97			28,348.19	99,358.00
Employee Benefits	3000-3999		1,086.86	5,302.60	6,121.77			12,511.23	78,048.00
Books and Supplies	4000-4999		2,509.64	31,171.61	46,461.83			49,151.08	
Grants	5000-5999		1,562.33	664.69	2,708.26			4,935.28	15,841.00
Capital Outlays	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	10,150.11	45,995.84	69,791.83	.00	.00	125,937.78	614,501.00
<b>D. BALANCE SHEET TRANSACTIONS</b>									
<b>Assets</b>									
Cash Not In Treasury	9111-9199	51.49							
Accounts Receivable	9200-9299	1,479.74			64.80			64.80	
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		1,531.23	.00	.00	64.80	.00	.00	64.80	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 3, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 13 - Actuals through September		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities									
Accounts Payable	9500-9599	2,752.09	2,752.09-					2,752.09-	
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		2,752.09	2,752.09-	.00	.00	.00	.00	2,752.09-	
Nonoperating									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET TRANSACTIONS</b>		1,220.86	2,752.09-	.00	64.80	.00	.00	2,687.29-	
<b>E. NET INCREASE/DECREASE B - C + D</b>			12,902.20-	33,425.17-	33,955.94-	.00	.00	80,283.31-	14,934.00
<b>F. ENDING CASH (A + E)</b>			139,254.05	105,828.88	71,872.94				
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 17 - Actuals through September		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>A. BEGINNING CASH</b>		9110	2,997,389.10	2,997,389.10	2,997,389.10				
<b>B. RECEIPTS</b>									
Revenue Limit									
Principal Apportionment		8010-8019							
Property Taxes		8020-8079							
Miscellaneous Funds		8080-8099							
Federal Revenues		8100-8299							
Other State Revenues		8300-8599							
Other Local Revenues		8600-8799							526.00
Interfund Transfers In		8910-8929							
All Other Financing Sources		8930-8979							
Undefined Objects									
<b>TOTAL RECEIPTS</b>			.00	.00	.00	.00	.00	.00	526.00
<b>C. DISBURSEMENTS</b>									
Certificated Salaries		1000-1999							
Classified Salaries		2000-2999							
Employee Benefits		3000-3999							
Books and Supplies		4000-4999							
ices		5000-5999							
ital Outlays		6000-6599							
Other Outgo		7000-7499							
Interfund Transfers Out		7600-7629							
All Other Financing Uses		7630-7699							
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>			.00	.00	.00	.00	.00	.00	
<b>D. BALANCE SHEET TRANSACTIONS</b>									
Assets									
Cash Not In Treasury		9111-9199							
Accounts Receivable		9200-9299			5,298.01			5,298.01	
Due From Other Funds		9310							
Stores		9320							
Prepaid Expenditures		9330							
Other Current Assets		9340							
Undefined Objects									
<b>SUBTOTAL ASSETS</b>			.00	.00	.00	5,298.01	.00	5,298.01	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 3, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE 



Fund 17 - Actuals through September


Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	.00	.00	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		.00	.00	.00	5,298.01	.00	.00	5,298.01	
E. NET INCREASE/DECREASE B - C + D			.00	.00	5,298.01	.00	.00	5,298.01	526.00
F. ENDING CASH (A + E)			2,997,389.10	2,997,389.10	3,002,687.11				
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 25 - Actuals through September		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
A. BEGINNING CASH	9110		385,256.29	381,931.29	261,033.04				
B. RECEIPTS									
Revenue Limit									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								
Other State Revenues	8300-8599								
Other Local Revenues	8600-8799			32,842.32	18,318.86			51,161.18	50,070.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	32,842.32	18,318.86	.00	.00	51,161.18	50,070.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999			1,904.29					
Services	5000-5999			63,600.00	267.78			63,867.78	100,000.00
Capital Outlays	6000-6599								
Other Outgo	7000-7499								108,253.00
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		.00	.00	65,504.29	267.78	.00	.00	65,772.07	208,253.00
D. BALANCE SHEET TRANSACTIONS									
Assets									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299				627.81			627.81	
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Undefined Objects									
SUBTOTAL ASSETS		.00	.00	.00	627.81	.00	.00	627.81	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 3, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE 

Fund 25 - Actuals through September									Fiscal Year 2015/16
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities									
Accounts Payable	9500-9599	91,561.28	3,325.00-	88,236.28-				91,561.28-	
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		91,561.28	3,325.00-	88,236.28-	.00	.00	.00	91,561.28-	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		91,561.28	3,325.00-	88,236.28-	627.81	.00	.00	90,933.47-	
E. NET INCREASE/DECREASE B - C + D			3,325.00-	120,898.25-	18,678.89	.00	.00	105,544.36-	158,183.00-
F. ENDING CASH (A + E)			381,931.29	261,033.04	279,711.93				
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 35 - Actuals through September

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>A. BEGINNING CASH</b>	9110		4,927.57-	4,927.57-	4,927.57-				
<b>B. RECEIPTS</b>									
Revenue Limit									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								
Other State Revenues	8300-8599								
Other Local Revenues	8600-8799								
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999								
Services	5000-5999								
Capital Outlays	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>D. BALANCE SHEET TRANSACTIONS</b>									
<b>Assets</b>									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299								
Due From Other Funds	9310	4,927.57-							
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		4,927.57-	.00	.00	.00	.00	.00	.00	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 3, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE 

Fund 35 - Actuals through September		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities									
Accounts Payable	9500-9599				8.83-			8.83-	
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	8.83-	.00	.00	8.83-	
Nonoperating									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET TRANSACTIONS</b>		4,927.57-	.00	.00	8.83-	.00	.00	8.83-	
<b>E. NET INCREASE/DECREASE B - C + D</b>			.00	.00	8.83-	.00	.00	8.83-	.00
<b>F. ENDING CASH (A + E)</b>			4,927.57-	4,927.57-	4,936.40-				
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 56 - Actuals through September

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>A. BEGINNING CASH</b>	9110		.00	.00	.00				
<b>B. RECEIPTS</b>									
Revenue Limit									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								
Other State Revenues	8300-8599								
Other Local Revenues	8600-8799								
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999								
Grants	5000-5999								
Capital Outlays	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>D. BALANCE SHEET TRANSACTIONS</b>									
Assets									
Cash Not In Treasury	9111-9199	1,248,727.02-							
Accounts Receivable	9200-9299								
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		1,248,727.02-	.00	.00	.00	.00	.00	.00	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 3, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE



Fund 56 - Actuals through September		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	.00	.00	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		1,248,727.02-	.00	.00	.00	.00	.00	.00	
E. NET INCREASE/DECREASE B - C + D			.00	.00	.00	.00	.00	.00	
F. ENDING CASH (A + E)			.00	.00	.00				.00
G. Ending Cash, Plus Cash Accruals and Adjustments									

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

**SUBJECT:** Williams Facilities Report

**MEETING:** October 21, 2015

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

Board Goals:

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

Summary:

This is the 1<sup>st</sup> Quarterly Williams Facility Report for Greenfield High School. It shows the progress made to date remedying the deficiencies noted in the original inspection in the Spring of 2015.


Recommendation:

Information Item only.


Fiscal Impact:

None at this time.

Submitted By:

  
Duane Wolgamott  
Chief Business Official

Approved:

  
Daniel R. Moirao, Ed.D.  
State Administrator



**Monterey County Superintendent of Schools**  
**WILLIAMS SETTLEMENT LEGISLATION**  
**FIRST QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**  
**OCTOBER 2015**

This report summarizes the results of the *Williams* Site Visits and documentation reviews at deciles 1, 2, and 3 schools (2012 Base API) for the months of August - September 2015.

**SCHOOL FACILITIES:**

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

School	Overall Rating	Review Date	Room / Area	Facility Deficiencies Identified	Item # / Category	Emergency	Correction/Action Taken	Corrected On
Greenfield High School	Good	8/18/15	Admin Bldg.	Carpet has waves and tears, trip hazard	4 Interior Surfaces		Carpet Replaced	6/15
			Office	Carpet has hole, trip hazard	4 Interior Surfaces		Carpet Replaced	6/15
			Staff Lounge	Carpet has waves, trip hazard	4 Interior Surfaces		Carpet Replaced	6/15
			Rm 102	Blinds are broken (Lockdown procedures)	4 Interior Surfaces		Blinds Replaced	7/15
			Rm 201	Exterior window frames rusted and holes	4 Interior Surfaces			
			Rm 206	Blinds are broken @ entry (Lockdown procedures)	4 Interior Surfaces		Blinds Replaced	7/15
			Activities Work Rm	Water stain ceiling tiles	4 Interior Surfaces		Tiles Replaced	6/15
			P Room 601	Rust, hole on exterior eaves	13 Roofs			
			P Rm 602	Inadequate lighting	7 Electrical		Bulbs Replaced	8/15
			P Rm 602	5 bulbs are out	7 Electrical		Bulbs Replaced	8/15
			P Rm 602	Rust is present on exterior eaves	11 Hazardous Materials			
			P Rm 603	Carpet tears, trip hazard	4 Interior Surfaces		Carpet Replaced	6/15
P Rm 603	Rust under exterior eaves, deteriorating 4 <sup>th</sup> year	11 Hazardous Materials						

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

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





**Monterey County Superintendent of Schools**  
**WILLIAMS SETTLEMENT LEGISLATION**  
**FIRST QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**  
**OCTOBER 2015**

This report summarizes the results of the *Williams* Site Visits and documentation reviews at deciles 1, 2, and 3 schools (2012 Base API) for the months of August - September 2015.

**SCHOOL FACILITIES:**

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

School	Overall Rating	Review Date	Room / Area	Facility Deficiencies Identified	Item # / Category	Emergency	Correction/Action Taken	Corrected On
Greenfield High School (Cont'd)			P Rm 605	Carpet has tears, trip hazard, 4 <sup>th</sup> year	4 Interior Surfaces		Carpet Replaced	6/15
			P Rm 607	Exterior light not working, inadequate lighting	7 Electrical			
			P Rm 607	6 bulbs out, inadequate lighting	7 Electrical		Bulbs Replaced	6/15
			Boy's RR	Ceiling tiles are missing	4 Interior Surfaces		Tiles Replaced	7/15
			Boy's RR	Door vent cover is broken	15 Windows/Doors/Gates/Fences		Contractor Called	9/15
			P Rm 609	Trip hazard @ ramp entry	14 Playgrounds/School Grounds			
			P Rm 610	Carpet has stains and worn	4 Interior Surfaces			
			P Rm 610	Trip hazard @ ramp entry	14 Playgrounds/School Grounds			
			P Rm 614	Dirty vents	2 Mech/HVAC			
			P Rm 614	Carpet is worn and has waves, trip hazard	4 Interior Surfaces		Carpet Replaced	6/15
			P Rm 615	Carpet is worn and stained	4 Interior Surfaces		Carpet Replaced	6/15
			P Rm 615	Window screens are torn	15 Windows/Doors/Gates/Fences			
			Weight Room	Trip hazard @ asphalt cement seam	14 Playgrounds/School Grounds			

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

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



**Monterey County Superintendent of Schools**  
**WILLIAMS SETTLEMENT LEGISLATION**  
**FIRST QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**  
**OCTOBER 2015**

This report summarizes the results of the *Williams* Site Visits and documentation reviews at deciles 1, 2, and 3 schools (2012 Base API) for the months of August - September 2015.

**SCHOOL FACILITIES:**

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

School	Overall Rating	Review Date	Room / Area	Facility Deficiencies Identified	Item # / Category	Emergency	Correction/Action Taken	Corrected On
- 61 -			Wrestling / Dance Room	Trip hazard @ asphalt cement seam	14 Playgrounds/School Grounds			
			Concession	Ceiling tiles are cracked	4 Interior Surfaces		Tiles Replaced	7/15
			Athletic Director	Water stains ceiling tiles and hallway	4 Interior Surfaces		Tiles Replaced	7/15
			PE Office	Water stains ceiling tiles	4 Interior Surfaces		Tiles Replaced	7/15
			Room 404 Tech Lab	Carpet is torn, trip hazard	4 Interior Surfaces		Carpet Replaced	6/15
			Unified Arts	Carpet is worn	4 Interior Surfaces		Carpet Replaced	6/15
			Library	Carpet has waves, trip hazard	4 Interior Surfaces		Carpet Replaced	6/15
			Library Office	Carpet has waves, trip hazard	4 Interior Surfaces		Carpet Replaced	6/15
			Media Center	Carpet has waves, trip hazard	4 Interior Surfaces		Carpet Replaced	6/15

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

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



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

**SUBJECT:** Site Enrollment, Attendance and Referral Statistics

**MEETING:** October 21, 2015

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

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

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

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

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

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

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

Summary:

Attached are reports for each site indicating enrollment, attendance and discipline. These reports are for September 2015.

Note: Some of the programs in the reports such as Home & Hospital may not have students enrolled during a reporting period.

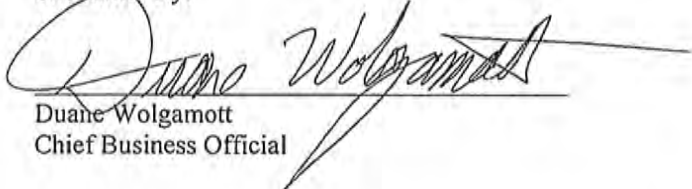
Recommendation:

This is an information item only.


Fiscal Impact:

None

Submitted By:

  
Duane Wolgamott  
Chief Business Official

Approved:

  
Daniel R. Moirao, Ed.D.  
State Administrator



**Totals**

KCHS 2014-15	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Ending Enrollment	940.00	948.00	941.00	937.00	913.00	928.00	929.00	928.00	927.00	922.00	0.00
Total ADA	899.22	908.59	907.84	903.87	893.87	878.67	886.52	884.05	879.00	867.31	0.00
Percentage Attendance	95.66%	95.84%	96.48%	96.46%	97.90%	94.68%	95.43%	95.26%	94.82%	94.07%	

KCHS 2015-16	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Ending Enrollment	1012.00	1013.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total ADA	976.15	966.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Percentage Attendance	96.46%	95.42%									

**Totals**

GHS 2014-15	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Ending Enrollment	983.00	983.00	978.00	974.00	951.00	972.00	970.00	974.00	974.00	973.00	0.00
Total ADA	944.00	938.35	932.84	913.87	926.93	916.22	900.32	917.63	903.55	900.42	0.00
Percentage Attendance	96.03%	95.46%	95.38%	93.83%	97.47%	94.26%	92.82%	94.21%	92.77%	92.54%	

GHS 2015-16	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Ending Enrollment	1054.00	1046.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total ADA	1013.10	990.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Percentage Attendance	96.12%	94.66%									

**Totals**

PBHS 2014-15	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Ending Enrollment	79.00	81.00	87.00	86.00	64.00	80.00	82.00	81.00	78.00	79.00	1.00
Total ADA	67.81	72.59	73.13	77.66	72.04	69.67	73.79	74.93	70.76	69.72	0.58
Percentage Attendance	85.84%	89.62%	84.06%	90.30%	112.56%	87.09%	89.99%	92.51%	90.72%	88.25%	58.00%

PBHS 2015-16	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Ending Enrollment	73.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total ADA	50.45	67.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Percentage Attendance	69.11%	77.32%									

**District**

2013-14	1941	1953	1950	1932	1857	1900	1896	1896	1884	1877	1854
ADA	1843	1860	1845	1830	1815	1789	1792	1802	1782	1776	1761
2014-15	2002	2012	2006	1997	1928	1980	1981	1983	1979	1974	1
ADA	1911	1920	1914	1895	1893	1865	1861	1877	1853	1837	1
2015-16	2139	2146									
ADA	2040	2024									
Enroll Diff 14-15 to 15-16	137.00	134.00									
ADA Diff	128.67	104.53									

# Greenfield High School

10/9/2015

2015-2016

## Discipline Distribution Report from 9/1/2015 to 9/30/2015

Page 1

Code # and Name	Total	Grade				Sex		Hispanic/Latino?	Race (Not Hispanic)						
		9	10	11	12	F	M	Y	100	200	300	400	600	700	
04 *Assault (E) 48900 (a)(2)	2	1	1	-	-	1	1	2	-	-	-	-	-	-	-
08 *Drugs, Possession of (E)	2	-	2	-	-	-	2	1	-	-	-	-	-	-	1
36 Behavior, Defiance (E) 489	2	-	1	-	1	-	2	2	-	-	-	-	-	-	-
37 Behavior, Disobedience (E)	2	-	-	-	2	1	1	2	-	-	-	-	-	-	-
39 Behavior, Inappropriate (E)	2	1	-	-	1	1	1	2	-	-	-	-	-	-	-
41 Class Rules, Violation of	1	-	-	-	1	-	1	1	-	-	-	-	-	-	-
42 Class, Leave without Permi	2	-	1	-	1	-	2	2	-	-	-	-	-	-	-
47 Disruption of School Activiti	2	-	-	1	1	1	1	2	-	-	-	-	-	-	-
52 Fighting (E) 48900 (a)(1)	2	2	-	-	-	-	2	2	-	-	-	-	-	-	-
58 Harassment (E) 48900.4	1	-	1	-	-	-	1	1	-	-	-	-	-	-	-
4 Profanity (E) 48900 (i)	2	-	-	-	2	1	1	2	-	-	-	-	-	-	-
75 Harassment, Threats or Inti	2	-	1	1	-	-	2	2	-	-	-	-	-	-	-
Totals:	22	4	7	2	9	5	17	21	-	-	-	-	-	-	1

# Greenfield High School

10/09/2015

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2015-2016

## MONTHLY ATTENDANCE SUMMARY

Page 1

Month 2 - From 09/07/2015 Through 10/02/2015

### Regular Program

Grade Level	Tchr No.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		Tchg Days	Enroll- ment Carried Fwd	Gains	Total Enroll- ment (B+C)	Losses	Ending Enroll- ment (D-E)	Days Not Enroll	Days Non- Apport Attend	Actual Days (A*D)	Total Apport Attend (A*D)-G-H	Total A.D.A. (J/A)	Percent Attend JJ/(A*D)-G	Loss at End of Last School Day	YEAR TO DATE		
															Total Apport Attend	Days Taught	Total ADA (N/O)
9	TOTAL	19	302	3	305	2	303	66	227	5795	5502	289.58	96.04%	0	11294	39	289.59
10	TOTAL	19	257	5	262	1	261	39	266	4978	4673	245.95	94.61%	0	9583	39	245.72
11	TOTAL	19	247	0	247	7	240	59	204	4693	4430	233.16	95.60%	1	9265	39	237.56
12	TOTAL	19	211	0	211	3	208	29	190	4009	3790	199.47	95.23%	0	7916	39	202.97
TOTAL 9-12		19	1017	8	1025	13	1012	193	887	19475	18395	968.16	95.40%	1	38058	39	975.85
PROGRAM		19	1017	8	1025	13	1012	193	887	19475	18395	968.16	95.40%	1	38058	39	975.85

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Principal Signature \_\_\_\_\_ To the best of my knowledge, the information contained on this document is accurate and complete.  
Date \_\_\_\_\_



# Greenfield High School

10/09/2015

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2015-2016

## MONTHLY ATTENDANCE SUMMARY

Page 2

Month 2 - From 09/07/2015 Through 10/02/2015

### Program H Home-Hospital

Grade Tchr Level No.	A Tchg Days	B Enroll- ment Carried Fwd	C Gains	D Total Enroll- ment (B+C)	E Losses	F Ending Enroll- ment (D-E)	G Days Not Enroll	H Days Non- Apport Attend	I Actual Days (A*D)	J Total Apport Attend (A*D)-G-H	K Total A.D.A. (J/A)	L Percent Attend J/(A*D)-G	M Loss at End of Last School Day	YEAR TO DATE		
														N Total Apport Attend	O Days Taught	P Total ADA (N/O)
9 TOTAL	19	1	0	1	0	1	0	19	19	0	0.00	0.00%	0	16	39	0.41
11 TOTAL	19	2	0	2	0	2	0	38	38	0	0.00	0.00%	0	18	39	0.46
12 TOTAL	19	0	1	1	0	1	0	0	19	19	1.00	100.00%	0	19	39	0.49
TOTAL 9-12	19	3	1	4	0	4	0	57	76	19	1.00	25.00%	0	53	39	1.36
PROGRAM	19	3	1	4	0	4	0	57	76	19	1.00	25.00%	0	53	39	1.36

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Principal Signature \_\_\_\_\_ To the best of my knowledge, the information contained on this document is accurate and complete.  
Date \_\_\_\_\_

# Greenfield High School

10/09/2015

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2015-2016

## MONTHLY ATTENDANCE SUMMARY

Page 3

Month 2 - From 09/07/2015 Through 10/02/2015

### Program I Independent Study

Grade Tchr Level No.	A Tchg Days	B Enroll- ment Carried Fwd	C Gains	D Total Enroll- ment (B+C)	E Losses	F Ending Enroll- ment (D-E)	G Days Not Enroll	H Days Non- Apport Attend	I Actual Days (A*D)	J Total Apport Attend (A*D)-G-H	K Total A.D.A. (J/A)	L Percent Attend J/(A*D)-G	M Loss at End of Last School Day	YEAR TO DATE		
														N Total Apport Attend	O Days Taught	P Total ADA (N/O)
10 TOTAL	19	1	0	1	0	1	0	19	19	0	0.00	0.00%	0	7	39	0.18
11 TOTAL	19	3	2	5	0	5	24	38	95	33	1.74	46.48%	0	80	39	2.05
12 TOTAL	19	6	0	6	1	5	6	89	114	19	1.00	17.59%	0	80	39	2.05
TOTAL 9-12	19	10	2	12	1	11	30	146	228	52	2.74	26.26%	0	167	39	4.28
PROGRAM	19	10	2	12	1	11	30	146	228	52	2.74	26.26%	0	167	39	4.28

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\_\_\_\_\_  
Principal Signature

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Date

To the best of my knowledge, the information contained on this document is accurate and complete.

# Greenfield High School

10/09/2015

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2015-2016

## MONTHLY ATTENDANCE SUMMARY

Page 4

Month 2 - From 09/07/2015 Through 10/02/2015

### Program T SDC Transitional Program

Grade Level	Tchr No.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		Tchg Days	Enroll- ment Carried Fwd	Gains	Total Enroll- ment (B+C)	Losses	Ending Enroll- ment (D-E)	Days Not Enroll	Days Non- Apport Attend	Actual Days (A*D)	Total Apport Attend (A*D)-G-H	Total A.D.A. (J/A)	Percent Attend JJ/(A*D)-G	Loss at End of Last School Day	YEAR TO DATE		
															Total Apport Attend	Days Taught	Total ADA (N/O)
10	TOTAL	19	10	0	10	0	10	0	5	190	185	9.74	97.37%	0	379	39	9.72
11	TOTAL	19	2	0	2	0	2	0	0	38	38	2.00	100.00%	0	77	39	1.97
12	TOTAL	19	8	0	8	1	7	12	23	152	117	6.16	83.57%	0	262	39	6.72
	TOTAL 9-12	19	20	0	20	1	19	12	28	380	340	17.89	92.39%	0	718	39	18.41
	PROGRAM	19	20	0	20	1	19	12	28	380	340	17.89	92.39%	0	718	39	18.41

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Principal Signature \_\_\_\_\_ To the best of my knowledge, the information contained on this document is accurate and complete.  
Date \_\_\_\_\_



# King City High School

10/9/2015

2015-2016

## Discipline Distribution Report from 9/1/2015 to 9/30/2015

Page 1

Code # and Name	Total	Grade				Sex		Hispanic/Latino?	Race (Not Hispanic)						
		9	10	11	12	F	M	Y	100	200	300	400	600	700	
07 *Drugs, Paraphernalia (E)	1	1	-	-	-	-	1	1	-	-	-	-	-	-	-
25 *Weapon, Possession of (	1	1	-	-	-	-	1	1	-	-	-	-	-	-	-
39 Behavior, Inappropriate (E)	2	1	-	1	-	1	1	2	-	-	-	-	-	-	-
52 Fighting (E) 48900 (a)(1)	3	1	2	-	-	2	1	2	-	-	-	-	-	-	1
75 Harassment, Threats or Inti	1	-	1	-	-	1	-	1	-	-	-	-	-	-	-
Totals:	8	4	3	1	-	4	4	7	-	-	-	-	-	-	1

# King City High School

10/09/2015

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2015-2016

## MONTHLY ATTENDANCE SUMMARY

Page 1

Month 2 - From 09/07/2015 Through 10/02/2015

### Regular Program

Grade Tchr Level No.	A Tchg Days	B Enroll- ment Carried Fwd	C Gains	D Total Enroll- ment (B+C)	E Losses	F Ending Enroll- ment (D-E)	G Days Not Enroll	H Days Non- Apport Attend	I Actual Days (A*D)	J Total Apport Attend (A*D)-G-H	K Total A.D.A. (J/A)	L Percent Attend J/(A*D)-G	M Loss at End of Last School Day	YEAR TO DATE		
														N Total Apport Attend	O Days Taught	P Total ADA (N/O)
9 TOTAL	19	276	0	276	1	275	19	177	5244	5048	265.68	96.61%	0	10427	39	267.36
10 TOTAL	19	256	3	259	2	257	29	165	4921	4727	248.79	96.63%	0	9678	39	248.15
11 TOTAL	19	232	0	232	2	230	30	135	4408	4243	223.32	96.92%	0	8772	39	224.92
12 TOTAL	19	207	3	210	5	205	64	142	3990	3784	199.16	96.38%	0	7825	39	200.64
TOTAL 9-12	19	971	6	977	10	967	142	619	18563	17802	936.95	96.64%	0	36702	39	941.08
PROGRAM	19	971	6	977	10	967	142	619	18563	17802	936.95	96.64%	0	36702	39	941.08

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\_\_\_\_\_  
Principal Signature

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Date

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# King City High School

10/09/2015

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2015-2016

## MONTHLY ATTENDANCE SUMMARY

Page 2

Month 2 - From 09/07/2015 Through 10/02/2015

### Program C Concurrent

Grade Tchr Level No.	A Tchg Days	B Enroll- ment Carried Fwd	C Gains	D Total Enroll- ment (B+C)	E Losses	F Ending Enroll- ment (D-E)	G Days Not Enroll	H Days Non- Apport Attend	I Actual Days (A*D)	J Total Apport Attend (A*D)-G-H	K Total A.D.A. (J/A)	L Percent Attend J/(A*D)-G	M Loss at End of Last School Day	YEAR TO DATE		
														N Total Apport Attend	O Days Taught	P Total ADA (N/O)
10 TOTAL	19	1	0	1	0	1	0	1	19	18	0.95	94.74%	0	28	39	0.72
TOTAL 9-12	19	1	0	1	0	1	0	1	19	18	0.95	94.74%	0	28	39	0.72
PROGRAM	19	1	0	1	0	1	0	1	19	18	0.95	94.74%	0	28	39	0.72

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Principal Signature

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Date

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# King City High School

10/09/2015

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2015-2016

## MONTHLY ATTENDANCE SUMMARY

Page 3

Month 2 - From 09/07/2015 Through 10/02/2015

### Program H Home-Hospital

Grade Level	Tchr No.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		Tchg Days	Enroll- ment Carried Fwd	Gains	Total Enroll- ment (B+C)	Losses	Ending Enroll- ment (D-E)	Days Not Enroll	Days Non- Apport Attend	Actual Days (A*D)	Total Apport Attend (A*D)-G-H	Total A.D.A. (J/A)	Percent Attend J/(A*D)-G	Loss at End of Last School Day	YEAR TO DATE		
															Total Apport Attend	Days Taught	Total ADA (N/O)
11	TOTAL	19	1	0	1	0	1	0	19	19	0	0.00	0.00%	0	4	39	0.10
12	TOTAL	19	0	1	1	0	1	8	0	19	11	0.58	100.00%	0	11	39	0.28
	TOTAL 9-12	19	1	1	2	0	2	8	19	38	11	0.58	36.67%	0	15	39	0.38
	PROGRAM	19	1	1	2	0	2	8	19	38	11	0.58	36.67%	0	15	39	0.38

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Principal Signature \_\_\_\_\_ To the best of my knowledge, the information contained on this document is accurate and complete.  
Date \_\_\_\_\_

# King City High School

10/09/2015

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2015-2016

## MONTHLY ATTENDANCE SUMMARY

Page 4

Month 2 - From 09/07/2015 Through 10/02/2015

### Program I Independent Study

Grade Level	Tchr No.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		Tchg Days	Enroll- ment Carried Fwd	Gains	Total Enroll- ment (B+C)	Losses	Ending Enroll- ment (D-E)	Days Not Enroll	Days Non- Apport Attend	Actual Days (A*D)	Total Apport Attend (A*D)-G-H	Total A.D.A. (J/A)	Percent Attend J/(A*D)-G	Loss at End of Last School Day	YEAR TO DATE		
		Total Apport Attend	Days Taught	Total ADA (N/O)													
10	TOTAL	19	3	3	6	1	5	26	55	114	33	1.74	37.50%	0	55	39	1.41
11	TOTAL	19	2	0	2	0	2	0	38	38	0	0.00	0.00%	0	17	39	0.44
12	TOTAL	19	6	3	9	0	9	22	134	171	15	0.79	10.07%	0	59	39	1.51
	TOTAL 9-12	19	11	6	17	1	16	48	227	323	48	2.53	17.45%	0	131	39	3.36
	PROGRAM	19	11	6	17	1	16	48	227	323	48	2.53	17.45%	0	131	39	3.36

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\_\_\_\_\_  
Principal Signature

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Date

To the best of my knowledge, the information contained on this document is accurate and complete.

# King City High School

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## MONTHLY ATTENDANCE SUMMARY

Page 5

Month 2 - From 09/07/2015 Through 10/02/2015

**Program S SPED**

Grade Level	Tchr No.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		Tchg Days	Enroll- ment Carried Fwd	Gains	Total Enroll- ment (B+C)	Losses	Ending Enroll- ment (D-E)	Days Not Enroll	Days Non- Apport Attend	Actual Days (A*D)	Total Apport Attend (A*D)-G-H	Total A.D.A. (J/A)	Percent Attend J/(A*D)-G	Loss at End of Last School Day	YEAR TO DATE		
		Total Apport Attend	Days Taught	Total ADA (N/O)													
9	TOTAL	19	1	0	1	0	1	0	1	19	18	0.95	94.74%	0	38	39	0.97
11	TOTAL	19	1	0	1	0	1	0	1	19	18	0.95	94.74%	0	34	39	0.87
	TOTAL 9-12	19	2	0	2	0	2	0	2	38	36	1.89	94.74%	0	72	39	1.85
	PROGRAM	19	2	0	2	0	2	0	2	38	36	1.89	94.74%	0	72	39	1.85

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Principal Signature \_\_\_\_\_ To the best of my knowledge, the information contained on this document is accurate and complete.  
 Date \_\_\_\_\_



# King City High School

10/09/2015

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2015-2016

## MONTHLY ATTENDANCE SUMMARY

Page 6

Month 2 - From 09/07/2015 Through 10/02/2015

### Program T SDC Transitional Program

Grade Level	Tchr No.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		Tchg Days	Enroll- ment Carried Fwd	Gains	Total Enroll- ment (B+C)	Losses	Ending Enroll- ment (D-E)	Days Not Enroll	Days Non- Apport Attend	Actual Days (A*D)	Total Apport Attend (A*D)-G-H	Total A.D.A. (J/A)	Percent Attend J/(A*D)-G	Loss at End of Last School Day	YEAR TO DATE		
															Total Apport Attend	Days Taught	Total ADA (N/O)
9	TOTAL	19	1	0	1	0	1	0	2	19	17	0.89	89.47%	0	37	39	0.95
10	TOTAL	19	18	0	18	0	18	0	21	342	321	16.89	93.86%	0	654	39	16.77
11	TOTAL	19	5	0	5	0	5	0	5	95	90	4.74	94.74%	0	189	39	4.85
12	TOTAL	19	5	0	5	1	4	15	3	95	77	4.05	96.25%	0	161	39	4.13
TOTAL 9-12		19	29	0	29	1	28	15	31	551	505	26.58	94.22%	0	1041	39	26.69
PROGRAM		19	29	0	29	1	28	15	31	551	505	26.58	94.22%	0	1041	39	26.69

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\_\_\_\_\_  
Principal Signature

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Date

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# King City High School

10/09/2015

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2015-2016

## MONTHLY ATTENDANCE SUMMARY

Page 7

Month 2 - From 09/07/2015 Through 10/02/2015

**Program X Fifth year senior**

Grade Level	Tchr No.	A Tchg Days	B Enroll-ment Carried Fwd	C Gains	D Total Enrollment (B+C)	E Losses	F Ending Enrollment (D-E)	G Days Not Enroll	H Days Non-Apport Attend	I Actual Days (A*D)	J Total Apport Attend (A*D)-G-H	K Total A.D.A. (J/A)	L Percent Attend J/(A*D)-G	M Loss at End of Last School Day	YEAR TO DATE		
															N Total Apport Attend	O Days Taught	P Total ADA (N/O)
12	TOTAL	19	3	0	3	0	3	0	15	57	42	2.21	73.68%	0	95	39	2.44
	TOTAL 9-12	19	3	0	3	0	3	0	15	57	42	2.21	73.68%	0	95	39	2.44
	PROGRAM	19	3	0	3	0	3	0	15	57	42	2.21	73.68%	0	95	39	2.44

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\_\_\_\_\_  
Principal Signature

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Date

To the best of my knowledge, the information contained on this document is accurate and complete.

# Portola-Butler Contin. High School

10/9/2015

2015-2016

## Discipline Distribution Report from 9/1/2015 to 9/30/2015

Page 1

Code # and Name	Total	Grade			Sex		Hispanic/Latino?	Race (Not Hispanic)						
		10	11	12	F	M	Y	100	200	300	400	600	700	
36 Behavior, Defiance (E) 489	2	-	-	2	-	2	2	-	-	-	-	-	-	-
37 Behavior, Disobedience (E)	1	-	-	1	1	-	1	-	-	-	-	-	-	-
47 Disruption of School Activiti	1	-	-	1	1	-	1	-	-	-	-	-	-	-
52 Fighting (E) 48900 (a)(1)	1	-	-	1	-	1	1	-	-	-	-	-	-	-
74 Profanity (E) 48900 (i)	1	-	-	1	1	-	1	-	-	-	-	-	-	-
Totals:	6	-	-	6	3	3	6	-	-	-	-	-	-	-



# Portola-Butler Contin. High School

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2015-2016

## MONTHLY ATTENDANCE SUMMARY/CONTINUATION

Month 2 - From 09/07/2015 Through 10/02/2015

Regular Program												
	A	B	C	D	E	F	G	H	I	J	K	L
Grade Level	Days Taught	Enrollment Carried Forward	Gains	Total Enrollment (B+C)	Losses	Ending Enrollment (D-E)	Days Not Enrolld	Maximum Hours	Apportnd Hours	Credited Hours	Total Apportnd Hours (I+J)	TOTAL ADA (K / 3 / A)
10 TOTAL	19	1	0	1	1	0	18	3.00	3.00	0.00	3.00	0.05
11 TOTAL	19	17	7	24	0	24	42	1242.00	1045.36	4.80	1050.15	18.42
12 TOTAL	19	40	8	48	0	48	59	2544.00	2201.92	16.85	2218.77	38.93
PROGRAM TOTAL	19	58	15	73	1	72	119	3789.00	3250.27	21.65	3271.92	57.40

86.35%

Program I Independent Study												
	A	B	C	D	E	F	G	H	I	J	K	L
Grade Level	Days Taught	Enrollment Carried Forward	Gains	Total Enrollment (B+C)	Losses	Ending Enrollment (D-E)	Days Not Enrolld	Maximum Hours	Apportnd Hours	Credited Hours	Total Apportnd Hours (I+J)	TOTAL ADA (K / 3 / A)
10 TOTAL	19	0	1	1	0	1	1	54.00	0.00	0.00	0.00	0.00
11 TOTAL	19	2	0	2	1	1	14	72.00	0.00	0.00	0.00	0.00
12 TOTAL	19	2	0	2	1	1	10	84.00	0.00	0.00	0.00	0.00
PROGRAM TOTAL	19	4	1	5	2	3	25	210.00	0.00	0.00	0.00	0.00

0%

Program X Fifth year senior												
	A	B	C	D	E	F	G	H	I	J	K	L
Grade Level	Days Taught	Enrollment Carried Forward	Gains	Total Enrollment (B+C)	Losses	Ending Enrollment (D-E)	Days Not Enrolld	Maximum Hours	Apportnd Hours	Credited Hours	Total Apportnd Hours (I+J)	TOTAL ADA (K / 3 / A)
12 TOTAL	19	11	3	14	2	12	21	735.00	559.23	3.53	562.76	9.87
PROGRAM TOTAL	19	11	3	14	2	12	21	735.00	559.23	3.53	562.76	9.87

76.57%

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

**SUBJECT:** BB 9250 - Board Remuneration, Reimbursement and Other Benefits      **MEETING:** October 21, 2015

**AGENDA SECTION:**

- ACTION
- INFORMATION
- ACTION/CONSENT

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**GOVERNING BOARD**

Board Goals:

- \_\_\_\_\_ Improve/Sustain Student Achievement through CAASPP 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 had an initial discussion regarding remuneration for their time or efforts on behalf of the school district. Remuneration is common among board members serving in school districts. The current Board Bylaw 9250 has been revised based on the conversation from Board members at the September meeting of SMCJUHSD Board of Education.

This policy is being submitted in preparation of a second review and any suggested revisions. It would be the intent to bring this back for a second reading and approval at the November meeting of the Board of Education.

Recommendation:

This is an information item.

Fiscal Impact:

Approximately \$15,000.00 per year to be budgeted from general funds.

Submitted By:



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

Approved:



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



BB 9250 Board Bylaws

Remuneration, Reimbursement And Other Benefits

Remuneration

~~When local control returns, each member of the Governing Board may receive a monthly compensation of no more than \$ 20.00. Compensation~~

~~\*\*\*Note: Education Code 35120 authorizes Governing Board members to receive compensation for their services, with a maximum amount prescribed based on the district's average daily attendance (ADA) for the prior school year.\*\*\*~~

~~\*\*\*Note: The district should select the appropriate option below. If the Board selects Option 1, it may, at its discretion, revise the paragraph to reflect the maximum amount applicable to its ADA. If the Board elects to receive less than the maximum amount provided in law, it should select Option 2 and specify the amount.\*\*\*~~

~~OPTION 1: Each member of the Governing Board may receive the maximum monthly compensation as provided for in Education Code 35120.~~

**OPTION 2: Each member of the Governing Board may receive a monthly compensation of \$240.00. (Education Code 35120)**

~~OPTION 3: The members of the Governing Board view their Board service as a voluntary contribution to the community and elect not to receive the compensation to which they are entitled pursuant to Education Code 35120.~~

**Board members are not required to accept payment for meetings attended. Board members may select to donate all or any portion of their monthly compensation to a scholarship to benefit a graduating Senior from the South Monterey County Joint Union High School District. After officially assuming office as a Board of Education member, and after each annual organization meeting, each individual will complete the necessary paperwork to inform the school district of their intention. This designation may be changed at the annual organization meeting.**

If a member does not attend all Board meetings during the month, he/she is eligible to receive a percentage of the monthly compensation equal to the percentage of meetings attended unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

A member may be paid for meetings he/she missed when the Board, by resolution, finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty or a hardship deemed acceptable by the Board. (Education Code 35120)

**Attendance at a meeting is defined as being present for the complete meeting or for at least 60% of time the meeting was officially in session.**



**Student Board members shall receive no compensation for meetings attended. (Education Code 35012)**

**(cf. 9150 - Student Board Members)**

Reimbursement of Expenses

~~Board members shall be reimbursed for traveling expenses incurred when authorized in advance by the Board. (Education Code 35044)~~

~~(cf. 9240 - Board Development)~~

~~The rate of reimbursement shall be the same rate specified for district personnel.~~

~~(cf. 3350 - Travel Expenses)~~

~~\*\*\*Note: The district is allowed to reimburse Board members for expenses incurred when performing district business. Pursuant to Government Code 8314, it is unlawful for any elected official to use or permit others to use public resources for personal purposes which are not authorized by law. As defined, "personal purposes" include activities for personal enjoyment, private gain or advantage, or an outside endeavor not related to agency business, but do not include the incidental and minimal use of public resources (e.g., equipment or office space) for personal purposes, including an occasional telephone call.\*\*\*~~

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel, telephone, business meals, or other authorized purposes shall be in accordance with policies established for district personnel and at the same rate of reimbursement.

(cf. 1160 - Political Processes)

(cf. 3100 - Budget)

(cf. 3350 - Travel Expenses)

(cf. 3513.1 - Cellular Phone Reimbursement)

~~\*\*\*Note: The remainder of this section is optional and may be revised to reflect district practice.\*\*\*~~

**Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.**

**Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board**

member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent or designee before the expense is incurred.

The rate of reimbursement shall be the same rate in effect for District personnel.

#### Health and Welfare Benefits

Board members may participate in the health and welfare benefits program provided for district employees:

Board members who elect to participate shall pay the full cost of premiums **in advance of the due date.**

#### Benefits for Retired Board Members

Any former member whose first term of office began on or after January 1, 1995, and any other member retiring from the Board after at least one term, may continue the health and welfare benefits program at his/her own expense if coverage is in effect at the time of retirement. (Government Code 53201)

#### Legal Reference:

##### EDUCATION CODE

1090 Compensation for members and mileage allowance

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses (Department of Education and CSBA workshops)

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation (services as member of governing board)

35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

##### GOVERNMENT CODE

20322 Elective officers; election to become member

53200-53209 Group insurance

##### UNITED STATES CODE, TITLE 26

403(b) Tax sheltered annuities

##### COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

##### ATTORNEY GENERAL OPINIONS

83 Ops. Cal. Atty. Gen. 124 (2000)



**Management Resources:**

**WEB SITES**

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

Public Employees' Retirement System: <http://www.calpers.ca.gov>  
(11/00-11/01)-11/02

**Legal Reference:**

**EDUCATION CODE**

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses for attendance at workshops

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation for services as member of governing board

35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

**FAMILY CODE**

297-297.5 Rights, protections and benefits under law; registered domestic partners

**GOVERNMENT CODE**

8314 Use of public resources

20322 Elective officers; election to become member

20420-20445 Membership in Public Employees' Retirement System; definition of safety employees

53200-53209 Group insurance

54952.3 Simultaneous or serial meetings; announcement of compensation

**HEALTH AND SAFETY CODE**

1373 Health services plan, coverage for dependent children

**INSURANCE CODE**

10277-10278 Group and individual health insurance, coverage for dependent children

**UNITED STATES CODE, TITLE 26**

403 Tax-sheltered annuities

**UNITED STATES CODE, TITLE 42**

18011 Right to maintain existing health coverage

**CODE OF FEDERAL REGULATIONS, TITLE 26**

1.403(b)-2 Tax-sheltered annuities, definition of employee

**COURT DECISIONS**

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

**ATTORNEY GENERAL OPINIONS**

91 Ops.Cal.Atty.Gen. 37 (2008)

83 Ops.Cal.Atty.Gen. 124 (2000)

**Management Resources:**

**INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS**

Sample Expense and Use of Public Resources Policy Statement, January 2006

**INTERNAL REVENUE SERVICE PUBLICATIONS**

Tax-Sheltered Annuity Plans (403(b) Plans) for Employees of Public Schools and Certain Tax-



**Exempt Organizations, Publication 571, rev. February 2013**

**WEB SITES**

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

**Institute for Local Government: <http://www.ca-ilg.org>**

**Internal Revenue Service: <http://www.irs.gov>**

**Public Employees' Retirement System: <http://www.calpers.ca.gov>**

(11/01 11/02) 8/13

Bylaw SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
First Reading: October 21, 2015  
Adopted: King City, California

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

**SUBJECT:** CAHSEE Graduates (continued)

**MEETING:** October 21, 2015

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**GOVERNING BOARD**

Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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:

At the September meeting of the Board of Education, the Board discussed what to do for students who were not able to participate in graduation due to not passing the CASHEE. In late August the Governor signed into law, waiving that graduation requirement for the class of 2016. Since that meeting he has now signed into law eliminating that requirement for students from the class of 2004 through the class of 2018.

For the class of 2016 we have readjusted the transcripts of students impacted by the original legislation. District staff is now working to go back and modify transcripts dating back to 2004.

The board had decided that a recognition for the class of 2016 would occur at a regular board meeting. The State Administrator and staff would like any ideas for the other classes.

Recommendation:

This is a discussion item. Input from the Board of Education is being sought.

Fiscal Impact:

None at this time.

Submitted By:



Daniel R. Moirao, Ed.D.  
State Administrator

Approved:



Daniel R. Moirao, Ed.D.  
State Administrator

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

**GOVERNING BOARD**

**SUBJECT:** First Reading - Board Policies

**MEETING:** October 21, 2015

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

- 
- 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 following Board Policies are presented as a first reading/revision for the Governing's Board Consideration:

BP 0420 Site Plans, Site Councils (revised)

AR 0420 School Site Plans & Councils (revised)

BP 1312.3 Uniform Complaints (revised)

AR 1312.3 Uniform Complaint Procedures (revised)

BP 4040 Employee Use of Technology (revised)

AR 4040 Employee Use of Technology (deleted)

E 4040 Employee Use of Technology (new)

BP 4131 Staff Development (revised)

AR 4161.8, 4261.8, 4361.8 Family Care and Medical Leave (revised)

BP 4231 Personnel Classified Staff Development (revised)

AR 5121 Grades Evaluation of Student Achievement (revised)

BP 5131.2 Students Bullying (revised)

Recommendation:

No action is necessary at this time as this is a first reading. All suggested changes should be presented at this time before the second reading

Fiscal Impact:

No fiscal impact

Submitted By:



Daniel R. Moirao Ed. D.  
State Administrator

Approved:



Daniel R. Moirao, Ed.D.  
State Administrator



## BP 0420 Philosophy, Goals, Objectives and Comprehensive Plans

## SCHOOL PLAN/SITE COUNCILS

~~The Governing Board believes that comprehensive planning at each district school is necessary in order to focus school improvement efforts on student academic achievement and facilitate the effective use of district resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.~~

~~(cf. 0000—Vision)  
(cf. 0200—Goals for the School District)  
(cf. 0400—Comprehensive Plans)~~

~~For any school that participates in specified state and/or federal categorical programs, the school site council or other schoolwide advisory committee shall consolidate the plans required for those categorical programs into a single plan for student achievement (SPSA). (Education Code 52055.755, 64001)~~

~~(cf. 0420.1—School Based Program Coordination)  
(cf. 0450—Comprehensive Safety Plan)  
(cf. 0520.2—Title I Program Improvement Schools)  
(cf. 0520.4—Quality Education Investment Schools)  
(cf. 1220—Citizen Advisory Committees)  
(cf. 1431—Waivers)  
(cf. 3513.3—Tobacco Free Schools)  
(cf. 4131—Staff Development)  
(cf. 5147—Dropout Prevention)  
(cf. 6020—Parent Involvement)  
(cf. 6142.91—Reading/Language Arts Instruction)  
(cf. 6151—Class Size)  
(cf. 6164.2—Counseling/Guidance Services)  
(cf. 6171—Title I Programs)  
(cf. 6174—Education for English Language Learners)  
(cf. 6190—Evaluation of the Instructional Program)~~

~~\*\*\*Note: The following optional policy may be revised to reflect district practice. Pursuant to Education Code 52060-52077, funding for many state categorical programs has been redirected into the local control funding formula. Nevertheless, each school that participates in specified state and/or federal categorical programs must establish a school site council for the purpose of developing a single plan for student achievement (SPSA), pursuant to Education Code 64001.\*\*\*~~

**The Governing Board believes that comprehensive planning that is aligned with the district's local control and accountability plan (LCAP) is necessary at each school, in order**

**to focus school improvement efforts on student academic achievement and facilitate the effective use of available resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.**

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0400 - Comprehensive Plans)

(cf. 0460 - Local Control and Accountability Plan)

~~\*\*\*Note: The following optional paragraph may be revised to reflect district practice. Education Code 64001 requires the composition of a school site council or schoolwide advisory group to meet the requirements of Education Code 52852, as specified in the accompanying administrative regulation.\*\*\*~~

**Each district school shall establish a school site council in accordance with Education Code 52852 and the accompanying administrative regulation to develop, review, and approve school plans.**

As appropriate, a school may incorporate any other school plan into the SPSA. (Education Code 64001)

The State Administrator/Superintendent or designee shall review each school's SPSA to ensure that it meets the content requirements for all programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and students. He/she shall submit to the Board his/her recommendations for plan approval or revision.

The Board shall, **at a regularly scheduled Board meeting**, review and approve each school's SPSA and any subsequent material revisions affecting the academic programs for students participating in the categorical programs addressed in the SPSA. The Board shall certify that, to the extent allowable under federal law, the SPSA is consistent with district local improvement plans required as a condition of receiving federal funding. Any such review and approval shall be at a regularly scheduled Board meeting. (Education Code 64001)

Whenever the Board does not approve a school's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council or committee. The school site council or committee shall then revise and resubmit the SPSA to the Board for its approval.

The Superintendent or designee shall ensure that school administrators and school site council members receive training on the roles and responsibilities of the site council.



~~Legal Reference:~~

~~EDUCATION CODE~~

~~52-53 Designation of schools  
33133 Information guide for school site councils  
35147 Open meeting laws exceptions  
41500-41573 Categorical education block grants  
52055.700-52055.770 Quality Education Investment Act  
52176 Advisory committees  
52500-52617 Adult education  
52800-52887 School-Based Program Coordination Act  
52890 Qualifications and duties of outreach consultants  
54000-54028 Educationally Disadvantaged Youth Programs  
54100-54145 Miller-Unruh Basic Reading Act  
54425 Advisory committees (compensatory education)  
54650-54659 Education Improvement Incentive Program  
56000-56867 Special education  
64000 Categorical programs included in consolidated application  
64001 Single school plan for student achievement, consolidated application programs~~

~~HEALTH AND SAFETY CODE~~

~~104420 Tobacco use prevention~~

~~CODE OF REGULATIONS, TITLE 5~~

~~3930-3937 Compliance plans~~

~~UNITED STATES CODE, TITLE 20~~

~~6311 Accountability, adequate yearly progress~~

~~6312-6319 Title I programs; plans~~

~~6421-6472 Programs for neglected, delinquent, and at-risk children and youth~~

~~6601-6651 Teacher and Principal Training and Recruitment program~~

~~6801-7014 Limited English proficient and immigrant students~~

~~7101-7165 Safe and Drug-Free Schools and Communities~~

~~7341-7355c Rural Education Initiative~~

~~Management Resources:~~

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council, February 2013~~

~~WEST ED PUBLICATIONS~~

~~California Healthy Kids Survey~~

~~California School Climate Survey~~

~~WEB SITES~~

~~California Department of Education, Single Plan for Student Achievement:~~

~~<http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>~~

~~U.S. Department of Education: <http://www.ed.gov>~~



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

— (7/05–11/06)–8/13

~~52890 Qualifications and duties of outreach consultants  
54000–54028 Educationally Disadvantaged Youth Programs  
54100–54145 Miller-Unruh Basic Reading Act  
54425 Advisory committees (compensatory education)  
54650–54659 Education Improvement Incentive Program  
54740–54749.5 California School Age Families Education Program  
56000–56867 Special education  
64000 Categorical programs included in consolidated application  
64001 Single school plan for student achievement, consolidated application programs~~  
REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS  
~~52012 Establishment of school site council  
52014–52015 School plans~~  
HEALTH AND SAFETY CODE  
~~104420 Tobacco use prevention~~  
MILITARY AND VETERANS CODE  
~~500–520.1 California Cadet Corps~~  
AB 1802 UNCODIFIED 2006 STATUTE  
~~43 School site block grants  
CODE OF REGULATIONS, TITLE 5  
3930–3937 Compliance plans  
UNITED STATES CODE, TITLE 20  
6312–6319 Title I programs; plans  
6421–6472 Programs for neglected, delinquent, and at-risk children and youth  
6601–6651 Teacher and Principal Training and Recruitment program  
6801–7014 Limited English proficient and immigrant students  
7101–7165 Safe and Drug-Free Schools and Communities  
7341–7355c Rural Education Initiative~~

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~A Guide and Template for the Single Plan for Student Achievement: A Handbook for School Site Councils, April 2006~~

WEB SITES

California Department of Education, Single Plan for Student Achievement:

<http://www.ede.ca.gov/nelb/sr/le/singleplan.asp>

Center for Comprehensive School Reform and Improvement: <http://www.centerforesri.org>

U.S. Department of Education: <http://www.ed.gov>

(3/02–7/05)–11/06

**Legal Reference:**

**EDUCATION CODE**

**52-53 Designation of schools**

33133 Information guide for school site councils  
35147 Open meeting laws exceptions  
41540-41544 Targeted instructional improvement block grants  
52060-52077 Local control and accountability plan  
52176 Advisory committees  
52852 School site councils  
54000-54028 Educationally Disadvantaged Youth Programs  
54425 Advisory committees (compensatory education)  
56000-56867 Special education  
64000 Categorical programs included in consolidated application  
64001 Single school plan for student achievement, consolidated application programs  
**CODE OF REGULATIONS, TITLE 5**  
3930-3937 Compliance plans  
**UNITED STATES CODE, TITLE 20**  
6311 Accountability, adequate yearly progress  
6312-6319 Title I programs; plans  
6421-6472 Programs for neglected, delinquent, and at-risk children and youth  
6601-6651 Teacher and Principal Training and Recruitment program  
6801-7014 Limited English proficient and immigrant students  
7101-7165 Safe and Drug-Free Schools and Communities  
7341-7355c Rural Education Initiative

**Management Resources:**

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

**A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council, February 2014**

**WEST ED PUBLICATIONS**

California Healthy Kids Survey

California School Climate Survey

**WEB SITES**

California Department of Education, Single Plan for Student Achievement:

<http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>

U.S. Department of Education: <http://www.ed.gov>

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

(11/06 8/13) 7/15

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
First Reading: October 21, 2015  
Adopted: King City, California

Philosophy, Goals, Objectives and Comprehensive Plans

School Plans/Site Councils

School Site Councils

School site councils shall be established when required for participation in a categorical program. (Education Code 52852, 64001)

(cf. 0420.1 - School-Based Program Coordination)

The school site council shall be composed of the following: (Education Code 52852)

1. The principal
2. Teachers selected by the school's teachers
3. Other school personnel selected by the school's other personnel
4. Parent/guardian representatives, who may include parents/guardians of students attending the school and/or community members, selected by parents/guardians of students attending the school
5. In secondary schools, students attending the school selected by other such students

Half of the school site council membership shall consist of school staff, the majority of whom shall be classroom teachers. For elementary school site councils, the remaining half shall be parent/guardian representatives. For secondary school site councils, the remaining half shall be equal numbers of parent/guardian representatives and students. (Education Code 52852)

A district employee may serve as a parent/guardian representative on the school site council of the school his/her child attends, provided the employee does not work at that school. (Education Code 52852)

The bylaws of each school site council shall include the method of selecting members and officers, terms of office, responsibilities of council members, time commitment, and a policy of nondiscrimination.

School site councils may function on behalf of other committees in accordance with law. (Education Code 52176, 52870, 54425; 5 CCR 3932)

School site councils shall operate in accordance with procedural meeting requirements established in Education Code 35147.



(cf. 1220 - Citizen Advisory Committees)

#### Single Plan for Student Achievement

~~In order for a school to participate in any state or federal categorical program specified in Education Code 52055.700 or 64000 on an ongoing basis, the school site council shall approve and annually review and update a single plan for student achievement (SPSA). If the school does not have a school site council, these responsibilities shall be fulfilled by a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed in the section "School Site Councils" above. (Education Code 52055.755, 64001)~~

~~(cf. 0450 - Comprehensive Safety Plan)  
 (cf. 0520.4 - Quality Education Investment Schools)  
 (cf. 1431 - Waivers)  
 (cf. 3513.3 - Tobacco Free Schools)  
 (cf. 4131 - Staff Development)  
 (cf. 5147 - Dropout Prevention)  
 (cf. 6020 - Parent Involvement)  
 (cf. 6142.91 - Reading/Language Arts Instruction)  
 (cf. 6151 - Class Size)  
 (cf. 6164.2 - Counseling/Guidance Services)  
 (cf. 6171 - Title I Programs)  
 (cf. 6174 - Education for English Language Learners)  
 (cf. 6184 - Continuation Education)~~

#### Single Plan for Student Achievement

~~\*\*\*Note: The following section reflects requirements pertaining to the development of the SPSA required for the state and federal categorical programs included in the consolidated application process (Education Code 64000-64001). The CDE has developed a template for the SPSA, available on its web site, to help schools meet plan requirements.\*\*\*~~

**Any district school that shall participate in any state or federal categorical program specified in Education Code 64000 on an ongoing basis shall have a school site council which shall approve and annually review and update a single plan for student achievement (SPSA). If the school does not have a school site council, these responsibilities shall be fulfilled by a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed in the section "School Site Councils" above. (Education Code 64001)**

**(cf. 1431 - Waivers)  
 (cf. 6020 - Parent Involvement)  
 (cf. 6171 - Title I Programs)**

(cf. 6174 - Education for English Language Learners)

(cf. 6184 - Continuation Education)

The SPSA shall be developed with the review, advice, and certification of any applicable school advisory committees. (Education Code 64001)

~~\*\*\*Note: The following optional paragraph may be revised to reflect district practice.\*\*\*~~

Such groups may include, but are not limited to, a parent advisory committee established to review and comment on the district's local control and accountability plan (LCAP); advisory committees established for English learner and special education programs; Western Association of Schools and Colleges leadership teams; district or school liaison teams for schools identified for program improvement; and other committees established by the school or district.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 6190 - Evaluation of the Instructional Program)

~~The SPSA shall be developed with the review, advice, and certification of any applicable school advisory committees. (Education Code 64001)~~

~~Such groups may include, but are not limited to, advisory committees established for categorical programs such as English learner, special education, gifted and talented education, and Economic Impact Aid programs; Western Association of Schools and Colleges leadership teams; district or school liaison teams for schools identified for program improvement; and other committees established by the school or district.~~

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

~~(cf. 6172 - Gifted and Talented Student Program)~~

~~(cf. 6190 - Evaluation of the Instructional Program)~~

Single Plan for Student Achievement

~~\*\*\*Note: The following section reflects requirements pertaining to the development of the SPSA required for the state and federal categorical programs included in the consolidated application process (Education Code 64000-64001). The CDE has developed a template for the SPSA, available on its web site, to help schools meet plan requirements.\*\*\*~~

Any district school that shall participate in any state or federal categorical program specified in Education Code 64000 on an ongoing basis shall have a school site council which shall approve and annually review and update a single plan for student achievement (SPSA). If the school does not have a school site council, these responsibilities shall be



fulfilled by a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed in the section "School Site Councils" above. (Education Code 64001)

- (cf. 1431 - Waivers)
- (cf. 6020 - Parent Involvement)
- (cf. 6171 - Title I Programs)
- (cf. 6174 - Education for English Language Learners)
  
- (cf. 6184 - Continuation Education)

The SPSA shall be developed with the review, advice, and certification of any applicable school advisory committees. (Education Code 64001)

~~\*\*\*Note: The following optional paragraph may be revised to reflect district practice.\*\*\*~~

Such groups may include, but are not limited to, a parent advisory committee established to review and comment on the district's local control and accountability plan (LCAP); advisory committees established for English learner and special education programs; Western Association of Schools and Colleges leadership teams; district or school liaison teams for schools identified for program improvement; and other committees established by the school or district.

- (cf. 0460 - Local Control and Accountability Plan)
- (cf. 0520.2 - Title I Program Improvement Schools)
- (cf. 6190 - Evaluation of the Instructional Program)

~~The SPSA shall be aligned with school goals for improving student achievement. School goals shall be based on an analysis of verifiable state data, including the Academic Performance Index (API) and the California English Language Development Test, and may consider any other data developed by the district to measure student achievement. (Education Code 64001)~~

- ~~(cf. 0500 - Accountability)~~
- ~~(cf. 6162.5 - Student Assessment)~~
- ~~(cf. 6162.51 - Standardized Testing and Reporting Program)~~
- ~~(cf. 6162.52 - High School Exit Examination)~~

~~The SPSA shall, at a minimum: (Education Code 64001)~~

- ~~1. Address how funds provided to the school through specified categorical programs will be used to improve the academic performance of all students to the level of the performance goals established by the API~~
  
- ~~2. Identify the means of evaluating the school's progress toward accomplishing those goals~~



~~3. — Identify how state and federal law governing the categorical programs will be implemented~~

~~In addition to meeting the requirements common to all applicable school plans, the SPSA shall address any content required by law for each individual categorical program in which the school participates.~~

~~In developing or revising the SPSA, the school site council or other schoolwide advisory group or school support group shall:~~

~~1. — Analyze student achievement data. Using measures of student academic performance, the school shall identify significant patterns of low performance in particular content areas, student groups, and/or individual students and determine which data summaries to include in the plan as most informative and relevant to school goals.~~

~~(cf. 6011—Academic Standards)~~

~~2. — Assess the effectiveness of the school's instructional program in relation to the analysis of student data.~~

~~3. — Identify a limited number of achievement goals and key improvement strategies to achieve the goals. — School goals shall reflect the needs identified at the school site while~~

~~aligning with goals identified in federally required district plans. The school shall specify the student group(s) on which each goal is focused, the methods or practices that will be used to reach the goal, and the criteria that will be used to determine if the goal is achieved.~~

~~4. — Define timelines, personnel responsible, proposed expenditures, and funding sources to implement the SPSA.~~

~~The school site council or other schoolwide group shall approve the proposed SPSA at a meeting for which public notice has been posted and then submit the SPSA to the Governing Board for approval. — (Education Code 35147, 64001)~~

~~The school site council or other schoolwide group shall regularly monitor the implementation and effectiveness of the SPSA and modify any activities that prove ineffective. — At least once per year, the school shall evaluate results of improvement efforts and report to the Board, advisory committees, and other interested parties regarding progress toward school goals.~~

~~The school site council or other schoolwide group may amend the SPSA at any time. Any revisions that would substantively change the academic programs funded through the consolidated application shall be submitted to the Board for approval.~~

~~— (7/05—11/06)—8/13~~

### **Single Plan for Student Achievement**

~~\*\*\*Note: The following section reflects requirements pertaining to the development of the SPSA required for the state and federal categorical programs included in the consolidated application process (Education Code 64000-64001). The CDE has developed a template for the SPSA, available on its web site, to help schools meet plan requirements.\*\*\*~~

**Any district school that shall participate in any state or federal categorical program specified in Education Code 64000 on an ongoing basis shall have a school site council which shall approve and annually review and update a single plan for student achievement (SPSA). If the school does not have a school site council, these responsibilities shall be fulfilled by a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed in the section "School Site Councils" above. (Education Code 64001)**

(cf. 1431 - Waivers)

(cf. 6020 - Parent Involvement)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

(cf. 6184 - Continuation Education)

**The SPSA shall be developed with the review, advice, and certification of any applicable school advisory committees. (Education Code 64001)**

~~\*\*\*Note: The following optional paragraph may be revised to reflect district practice.\*\*\*~~

**Such groups may include, but are not limited to, a parent advisory committee established to review and comment on the district's local control and accountability plan (LCAP); advisory committees established for English learner and special education programs; Western Association of Schools and Colleges leadership teams; district or school liaison teams for schools identified for program improvement; and other committees established by the school or district.**

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 6190 - Evaluation of the Instructional Program)

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: October 21, 2105

Adopted:

King City, California



## BP 1312.3 Community Relations

## Uniform Complaint Procedures

The Governing Board recognizes the district's primary responsibility to comply with applicable state and federal laws and regulations governing educational programs. The district shall investigate any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures.

The district shall use the uniform complaint procedures to resolve any complaint alleging unlawful discrimination, harassment, intimidation or bullying in district programs and activities based on actual or perceived race, color, ancestry, national origin, nationality, ethnic group identification, ethnicity, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

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

Uniform complaint procedures shall also be used to address any complaint alleging the district's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs.

*(cf. 0450—Comprehensive Safety Plan)*  
*(cf. 1312.1—Complaints Concerning District Employees)*  
*(cf. 1312.2—Complaints Concerning Instructional Materials)*  
*(cf. 3260—Fees and Charges)*  
*(cf. 3320—Claims and Actions Against the District)*  
*(cf. 3553—Free and Reduced Price Meals)*  
*(cf. 3555—Nutrition Program Compliance)*  
*(cf. 5141.4—Child Abuse Prevention and Reporting)*  
*(cf. 5148—Child Care and Development)*  
*(cf. 6159—Individualized Education Program)*  
*(cf. 6171—Title I Programs)*  
*(cf. 6174—Education for English Language Learners)*  
*(cf. 6175—Migrant Education Program)*  
*(cf. 6178—Career Technical Education)*  
*(cf. 6178.1—Work Based Learning)*  
*(cf. 6178.2—Regional Occupational Center/Program)*



~~(ef. 6200—Adult Education)~~

~~The Board prohibits any form of retaliation against any complainant in the complaint process. The identity of a complainant alleging discrimination, harassment, intimidation, or bullying will remain confidential as appropriate. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.~~

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

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

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

~~(ef. 4119.23/4219.23/4319.23—Unauthorized Release of Confidential/Privileged Information)~~

~~(ef. 5125—Student Records)~~

~~(ef. 9011—Disclosure of Confidential/Privileged Information)~~

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

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

~~(ef. 1312.4—Williams Uniform Complaint Procedures)~~

~~(ef. 6162.52—High School Exit Examination)~~

~~(ef. 6179—Supplemental Instruction)~~

## Legal Reference:

~~EDUCATION CODE~~~~200-262.4 Prohibition of discrimination~~~~8200-8498 Child care and development programs~~~~8500-8538 Adult basic education~~~~18100-18203 School libraries~~~~32289 School safety plan, uniform complaint procedures~~~~35186 Williams uniform complaint procedures~~~~37254 Intensive instruction and services for students who have not passed exit exam~~~~41500-41513 Categorical education block grants~~~~48985 Notices in language other than English~~~~49010-49013 Student fees~~~~49060-49079 Student records~~~~49490-49590 Child nutrition programs~~~~52160-52178 Bilingual education programs~~~~52300-52490 Career technical education~~~~52500-52616.24 Adult schools~~~~52800-52870 School-based program coordination~~~~54000-54028 Economic impact aid programs~~~~54100-54145 Miller-Unruh Basic Reading Act~~~~54400-54425 Compensatory education programs~~~~54440-54445 Migrant education~~~~54460-54529 Compensatory education programs~~~~56000-56867 Special education programs~~~~59000-59300 Special schools and centers~~~~64000-64001 Consolidated application process~~~~GOVERNMENT CODE~~~~11135 Nondiscrimination in programs or activities funded by state~~~~12900-12996 Fair Employment and Housing Act~~~~PENAL CODE~~~~422.55 Hate crime; definition~~~~422.6 Interference with constitutional right or privilege~~~~CODE OF REGULATIONS, TITLE 5~~~~3080 Application of section~~~~4600-4687 Uniform complaint procedures~~~~4900-4965 Nondiscrimination in elementary and secondary education programs~~~~UNITED STATES CODE, TITLE 20~~~~6301-6577 Title I basic programs~~~~6601-6777 Title II preparing and recruiting high quality teachers and principals~~~~6801-6871 Title III language instruction for limited English proficient and immigrant students~~~~7101-7184 Safe and Drug Free Schools and Communities Act~~~~7201-7283g Title V promoting informed parental choice and innovative programs~~~~7301-7372 Title V rural and low-income school programs~~



## Management Resources:

## WEB SITES

CSBA: <http://www.csba.org>California Department of Education: <http://www.cde.ca.gov>U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

~~\*\*\*Note: To address prohibited discrimination and violations of state and federal laws governing educational programs, 5 CCR 4621 mandates districts to adopt uniform complaint procedures (UCP) consistent with the state's complaint procedures specified in 5 CCR 4600-4670. Pursuant to 5 CCR 4610, districts are required to adopt a uniform system of procedures that meets specified requirements for investigating and resolving complaints alleging (1) unlawful discrimination (such as discriminatory harassment, intimidation, and bullying); (2) a violation of state and federal laws and regulations governing educational programs; or (3) noncompliance with state law prohibiting the charging of student fees. Although some bullying incidents may not fall within the provisions of 5 CCR 4610, BP 5131.2—Bullying strongly recommends that districts use the UCP to investigate all bullying incidents, regardless of whether there is an allegation of discriminatory bullying, to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was bullied because of his/her actual or perceived membership in a legally protected class. After investigation, bullying incidents found to involve discrimination would then be resolved using the UCP. Districts that are concerned about the capacity of a single district compliance officer to handle a possible increase in the number of UCP complaints, or that prefer to handle certain incidents at the school-site level whenever possible, may designate multiple compliance officers in accordance with the accompanying administrative regulation.\*\*\*~~

~~\*\*\*Note: In addition, Education Code 52075 mandates districts to adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan. For plan requirements, see BP/AR 0460—Local Control and Accountability Plan. Finally, a district should adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging retaliation in response to a complaint.\*\*\*~~

~~\*\*\*Note: The California Department of Education (CDE) monitors district programs and operations for compliance with these requirements through its Federal Program Monitoring (FPM) process. The FPM consists of a review of (1) written district policies and procedures for required language, including prohibition of discrimination (such as discriminatory harassment, intimidation, and bullying) against students pursuant to Education Code 234.1, and (2) records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.\*\*\*~~

~~\*\*\*Note: The U.S. Department of Education's Office for Civil Rights (OCR) enforces Title II of~~



~~the Americans with Disabilities Act (20 USC 12101-12213), Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000e-17), Title IX of the Education Amendments Act of 1972 (20 USC 1681-1688), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Age Discrimination Act of 1975 (42 USC 6101-6107). OCR has issued guidance describing federal requirements for discrimination complaint procedures. OCR requires such procedures to be "prompt and equitable." The factors OCR examines to evaluate each district's procedures are specified in the accompanying administrative regulation, including whether and how the procedures (1) provide notice of the procedures to the district's students, parents/guardians, and employees; (2) ensure adequate, reliable, and impartial investigation of complaints; (3) contain reasonably prompt timeframes for major stages of the complaint process; (4) provide notice to the complainant of the resolution of the complaint; and (5) provide an assurance that action will be taken to prevent recurrence of any discrimination found and to correct its effects.\*\*\*~~

~~\*\*\*Note: CSBA staff met with representatives from CDE and OCR to discuss this policy and the accompanying administrative regulation. As a result, the sample policy and regulation have been drafted to go beyond the requirements of California's UCP laws and regulations in an attempt to address issues and concerns raised by CDE and OCR. While CDE and OCR have not approved or signed off on the samples, CSBA believes that the additional details provided herein may help school districts and county offices of education during any compliance check by CDE or in the event that a CDE or OCR investigation occurs.\*\*\*~~

**The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board shall adopt the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.**

**The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:**

**1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs (5 CCR 4610)**

**(cf. 3553 - Free and Reduced Price Meals)  
 (cf. 3555 - Nutrition Program Compliance)  
 (cf. 5141.4 - Child Abuse Prevention and Reporting)  
 (cf. 5148 - Child Care and Development)  
 (cf. 6159 - Individualized Education Program)  
 (cf. 6171 - Title I Programs)  
 (cf. 6174 - Education for English Language Learners)**



- (cf. 6175 - Migrant Education Program)
- (cf. 6178 - Career Technical Education)
- (cf. 6178.1 - Work-Based Learning)
- (cf. 6178.2 - Regional Occupational Center/Program)
- (cf. 6200 - Adult Education)

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any person, based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics, in district programs and activities, including, but not limited to, those funded directly by or that receive or benefit from any state financial assistance (5 CCR 4610)

- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 4030 - Nondiscrimination in Employment)
- (cf. 4031 - Complaints Concerning Discrimination in Employment)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

- (cf. 3260 - Fees and Charges)
- (cf. 3320 - Claims and Actions Against the District)

~~\*\*\*Note: Item #4 below is mandated pursuant to Education Code 52075.\*\*\*~~

4. Any complaint alleging that the district has not complied with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

- (cf. 0460 - Local Control and Accountability Plan)

~~\*\*\*Note: 5 CCR 4621 mandates that district policy ensure that complainants are protected from retaliation as specified in item #5 below.\*\*\*~~

5. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this



**policy**

~~\*\*\*Note: Pursuant to 5 CCR 4610, a district may, at its discretion, use the UCP to investigate and resolve other complaints.\*\*\*~~

**6. Any other complaint as specified in a district policy**

~~\*\*\*Note: 5 CCR 4631 authorizes the district to utilize alternative dispute resolution (ADR) methods, including mediation, to resolve complaints before initiating a formal investigation. However, the district should ensure that any ADR it uses, particularly in-person ADR, is appropriate for the particular situation. For example, in some instances (e.g., sexual assault), face-to-face mediation should not be used even if all parties voluntarily agree given the risk that a student might feel pressured to "voluntarily" agree to it. The following optional paragraph provides for a neutral mediator and should be revised to reflect district practice.\*\*\*~~

**The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is agreeable to all parties. One type of ADR is mediation, which shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The State Administrator/Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.**

~~\*\*\*Note: The following paragraph is mandated pursuant to 5 CCR 4621. Appropriate disclosure will vary in each case depending on the facts and circumstances.\*\*\*~~

**The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the State Administrator/Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint, if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.**

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

**(cf. 5125 - Student Records)**

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

**When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.**



**The State Administrator/Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.**

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

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

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

~~\*\*\*Note: It is important to maintain records of all UCP complaints and the investigations of those complaints. If the district is ever investigated by OCR or CDE, these are important documents in demonstrating that the district has complied with federal law, state law, and its own policies and regulations.\*\*\*~~

**The State Administrator/Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state law and district policy.**

**(cf. 3580 - District Records)**

### **Non-UCP Complaints**

~~\*\*\*Note: 5 CCR 4611 details complaint issues that are not subject to the UCP. Such issues include, but are not limited to, allegations of child abuse, health and safety complaints regarding a child development program, allegations of fraud, and employment discrimination complaints. For procedures related to complaints of discrimination in employment, see AR 4031 - Complaints Concerning Discrimination in Employment.\*\*\*~~

**The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)**

- 1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.**
- 2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.**
- 3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.**

**4. Any complaint alleging fraud shall be referred to the California Department of Education.**

~~\*\*\*Note: Education Code 35186 requires the district to use the UCP, with modifications, to investigate and resolve complaints related to items #1-3 below (i.e., "Williams complaints"). Because Education Code 35186 sets forth different timelines for investigation and resolution of these kinds of complaints than the timelines specified in law for other uniform complaints, the CDE has created a separate uniform complaint process for the Williams complaints. See AR 1312.4 Williams Uniform Complaint Procedures for the separate procedure.\*\*\*~~

**In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)**

**(cf. 1312.4 - Williams Uniform Complaint Procedures)**

**Legal Reference:**

**EDUCATION CODE**

**200-262.4 Prohibition of discrimination**

**8200-8498 Child care and development programs**

**8500-8538 Adult basic education**

**18100-18203 School libraries**

**32289 School safety plan, uniform complaint procedures**

**35186 Williams uniform complaint procedures**

**48985 Notices in language other than English**

**49010-49013 Student fees**

**49060-49079 Student records**

**49490-49590 Child nutrition programs**

**52060-52077 Local control and accountability plan, especially**

**52075 Complaint for lack of compliance with local control and accountability plan requirements**

**52160-52178 Bilingual education programs**

**52300-52490 Career technical education**

**52500-52616.24 Adult schools**

**52800-52870 School-based program coordination**

**54400-54425 Compensatory education programs**

**54440-54445 Migrant education**

**54460-54529 Compensatory education programs**

**56000-56867 Special education programs**

**59000-59300 Special schools and centers**



**64000-64001 Consolidated application process**

**GOVERNMENT CODE**

**11135 Nondiscrimination in programs or activities funded by state**

**12900-12996 Fair Employment and Housing Act**

**PENAL CODE**

**422.55 Hate crime; definition**

**422.6 Interference with constitutional right or privilege**

**CODE OF REGULATIONS, TITLE 5**

**3080 Application of section**

**4600-4687 Uniform complaint procedures**

**4900-4965 Nondiscrimination in elementary and secondary education programs**

**UNITED STATES CODE, TITLE 20**

**1221 Application of laws**

**1232g Family Educational Rights and Privacy Act**

**1681-1688 Title IX of the Education Amendments of 1972**

**6301-6577 Title I basic programs**

**6801-6871 Title III language instruction for limited English proficient and immigrant students**

**7101-7184 Safe and Drug-Free Schools and Communities Act**

**7201-7283g Title V promoting informed parental choice and innovative programs**

**7301-7372 Title V rural and low-income school programs**

**12101-12213 Title II equal opportunity for individuals with disabilities**

**UNITED STATES CODE, TITLE 29**

**794 Section 504 of Rehabilitation Act of 1973**

**UNITED STATES CODE, TITLE 42**

**2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended**

**2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964**

**6101-6107 Age Discrimination Act of 1975**

**CODE OF FEDERAL REGULATIONS, TITLE 28**

**35.107 Nondiscrimination on basis of disability; complaints**

**CODE OF FEDERAL REGULATIONS, TITLE 34**

**99.1-99.67 Family Educational Rights and Privacy Act**

**100.3 Prohibition of discrimination on basis of race, color or national origin**

**104.7 Designation of responsible employee for Section 504**

**106.8 Designation of responsible employee for Title IX**

**106.9 Notification of nondiscrimination on basis of sex**

**110.25 Notification of nondiscrimination on the basis of age**

**Management Resources:**

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

**Dear Colleague Letter: Title IX Coordinators, April 2015**

**Questions and Answers on Title IX and Sexual Violence, April 2014**

**Dear Colleague Letter: Bullying of Students with Disabilities, August 2013**

**Dear Colleague Letter: Sexual Violence, April 2011**

**Dear Colleague Letter: Harassment and Bullying, October 2010**  
**Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001**  
**U.S. DEPARTMENT OF JUSTICE PUBLICATIONS**  
**Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002**  
**WEB SITES**  
**CSBA: <http://www.csba.org>**  
**California Department of Education: <http://www.cde.ca.gov>**  
**Family Policy Compliance Office: <http://familypolicy.ed.gov>**  
**U.S. Department of Education, Office for Civil Rights:**  
**<http://www.ed.gov/about/offices/list/ocr>**  
**U.S. Department of Justice: <http://www.justice.gov>**

(1/13 10/14) 7/15

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
First Reading: October 21, 2015  
Adopted: King City, California



## AR 1312.3 Community Relations

### Uniform Complaint Procedures

Except as the Governing Board may otherwise specifically provide in other district policies, these general uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

- (cf. 1312.1 - Complaints Concerning District Employees)
- (cf. 1312.2 - Complaints Concerning Instructional Materials)
- (cf. 1312.4 - Williams Uniform Complaint Procedures)
- (cf. 4031 - Complaints Concerning Discrimination in Employment)

### Compliance Officers

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle complaints regarding sex discrimination. The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)

~~Claudia Arellano~~  
Senior Director of Human Resources  
800 Broadway  
King City, Ca 93930  
831 385 0606

The compliance officer who receives a complaint may assign another compliance officer to investigate the complaint. The compliance officer shall promptly notify the complainant if another compliance officer is designated to investigate the complaint.

In no instance shall a compliance officer be designated to investigate a complaint if he/she is mentioned in the complaint or has a conflict of interest that would prohibit him/her from fairly investigating the complaint. Any complaint filed against or implicating a compliance officer may be filed with the State Administrator/Superintendent or designee.

~~The State Administrator/Superintendent or designee shall ensure that employees designated to investigate complaints receive training and are knowledgeable about the laws and programs which they are assigned to investigate. Training provided to such designated employees shall include current state and federal laws and regulations governing the program, applicable processes for~~

~~investigating complaints, including those involving alleged discrimination, applicable standards for reaching decisions on complaints, and appropriate corrective measures. Designated employees may have access to legal counsel as determined by the State Administrator/Superintendent or designee.~~

~~(cf. 4331—Staff Development)  
(cf. 9124—Attorney)~~

~~\*\*\*Note: 5 CCR 4621 mandates that the district's policy provide that employees responsible for compliance and/or for investigating and resolving complaints are knowledgeable about the laws and programs at issue in the complaints they are assigned. OCR requires that the compliance officer(s) involved in implementing discrimination complaint procedures be knowledgeable about the procedures and be able to explain them to parents/guardians and students. They must also have training or experience in handling discrimination complaints, including appropriate investigative techniques and understanding of the applicable legal standards.\*\*\*~~

**The State Administrator/Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such designated employees shall include current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints including those involving alleged unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Designated employees may have access to legal counsel as determined by the State Administrator/Superintendent or designee.**

**(cf. 4331 - Staff Development)  
(cf. 9124 - Attorney)**

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the results of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the State Administrator/Superintendent, the State Administrator/Superintendent's designee, or, if appropriate, the site principal to implement, if possible, one or more of the interim measures. The interim measures may remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

The district's uniform complaint procedures policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language. (Education Code 234.1, 48985)

(cf. 5145.6 - Parental Notifications)



## Compliance Officers

The following compliance officer(s) shall receive and investigate complaints and shall ensure district compliance with law:

~~Director of Curriculum & Instruction~~  
**Sr. Director of Human Resources**  
800 Broadway Street  
King City, CA 93930  
831-385-0606, extension 4315

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

*(cf. 9124 - Attorney)*

## Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

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

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

The State Administrator/Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable
3. Advise the complainant of the appeal process pursuant to Education Code 262.3, including the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies
4. Include statements that:
  - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
  - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline
  - c. A complaint alleging retaliation, unlawful discrimination, or bullying must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination. The time for filing may be extended for up to 90 days by the State Administrator/Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
  - d. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.
  - e. The Board is required to adopt and annually update a local control and accountability plan (LCAP), in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

(cf. 0460 - Local Control and Accountability Plan)

- ~~d.~~ f. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 days of receiving the district's decision
- ~~e.~~ g. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision

(cf. 5145.6 - Parental Notifications)

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



## Procedures

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

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

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

## District Responsibilities

~~\*\*\*Note: 5 CCR 4631 requires that UCP complaints be investigated and completely resolved within 60 calendar days of the receipt of the complaint. Pursuant to 5 CCR 4640, when a UCP complaint is erroneously sent to the CDE without first being filed with the district, the 60-day period specified in 5 CCR 4631 begins when the district receives the complaint.\*\*\*~~

**All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)**

**The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.**

**All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)**

## Filing of Complaint

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

All complaints shall be filed in accordance with the following:

1. A written complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and



development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)

2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. (Education Code 49013, 52075)

3. A complaint alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may be filed only by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination. The time for filing may be extended for up to 90 days by the State Administrator/Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

4. When a complaint alleging unlawful discrimination or bullying is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

5. When the complainant or alleged victim of unlawful discrimination or bullying requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.

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

#### Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional



evidence or information received from the parties during the course of the investigation, shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. To resolve a complaint alleging retaliation, unlawful discrimination, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

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

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

#### Report of Findings

##### OPTION 1:

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

##### OPTION 2:

~~Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.~~

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

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

#### Final Written Decision

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

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties that may be involved in implementing the decision or affected by the complaint, as long as the privacy of the parties is protected.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In other all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

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

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
  - a. Statements made by any witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident
  - d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination, including discriminatory harassment, intimidation, or bullying, the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.



The determination of whether a hostile environment exists may involve consideration of the following:

- a. How the misconduct affected one or more students' education
  - b. The type, frequency, and duration of the misconduct
  - c. The relationship between the alleged victim(s) and offender(s)
  - d. The number of persons engaged in the conduct and at whom the conduct was directed
  - e. The size of the school, location of the incidents, and context in which they occurred
  - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination, including remedies offered or provided to the subject of the complaint

- c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

~~For complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, and bullying, based on state law, the decision shall also include a notice to the complainant that:~~

- ~~1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)~~
- ~~2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)~~
- ~~3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/oer](http://www.ed.gov/oer) within 180 days of the alleged discrimination.~~

**For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on the victim may include, but are not limited to, the following:**

- 1. Counseling**
- 2. Academic support**
- 3. Health services**
- 4. Assignment of an escort to allow the victim to move safely about campus**
- 5. Information regarding available resources and how to report similar incidents or retaliation**
- 6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim**
- 7. Restorative justice**
- 8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation**
- 9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint**

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law



~~\*\*\*Note: In its Dear Colleague Letter: Sexual Violence from April 2011 and its Questions and Answers on Title IX and Sexual Violence from April 2014, OCR provides a detailed discussion of remedies for the broader campus community.\*\*\*~~

**The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.**

~~\*\*\*Note: Pursuant to Education Code 49013 and 5 CCR 4600, if the district, or the CDE on appeal, finds merit in the complaint alleging noncompliance with the law regarding student fees and charges, the district is required to provide a remedy as specified below. Education Code 52075 contains similar provisions with regard to noncompliance with the requirements for the LCAP.\*\*\*~~

**If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 52075)**

**For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)**

### **Appeals to the California Department of Education**

~~\*\*\*Note: 5 CCR 4632-4633 provide that any complainant may appeal the district's decision to the CDE, as provided below. Pursuant to Education Code 49013, the district is mandated to adopt procedures that include the right to appeal to the CDE, in accordance with 5 CCR 4632, when a complainant is dissatisfied with the district's decision on his/her complaint alleging noncompliance with the law that prohibits districts from requiring students to pay fees, deposits, or charges for their participation in educational activities. Such procedures are also mandated by Education Code 52075 with regards to complaints alleging noncompliance with requirements related to the LCAP.\*\*\*~~

**Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 49013, 52075; 5 CCR 4632)**

**The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)**

**Upon notification by the CDE that the complainant has appealed the district's decision, the State Administrator/Superintendent or designee shall forward the following documents to the**



**CDE: (5 CCR 4633)**

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

~~\*\*\*Note: The CDE may directly intervene in a complaint without waiting for action by the district when certain conditions exist, including the following: (1) the complaint alleges failure to comply with the UCP, including failure to follow the required timelines and failure to implement the final written decision; (2) the complainant requires anonymity due to the possibility of retaliation and would suffer immediate and irreparable harm if a complaint was filed and the complainant was named; (3) the complainant alleges that he/she would suffer immediate and irreparable harm as a result of an application of a districtwide policy that is in conflict with state or federal law and that filing a complaint would be futile; (4) the complainant alleges failure to comply with the due process procedures established pursuant to special education law and regulation to implement a due process hearing order; (5) the complainant alleges facts that indicate that one or more students may be in immediate physical danger or that the health, safety, or welfare of one or more students is threatened; or (6) the complainant alleges failure to follow a student's individualized education program.\*\*\*~~

(1/13 10/14) 7/15

**Corrective Actions**

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies, training for faculty, staff, and students, updates to school policies, or school climate surveys.

For complaints involving retaliation, unlawful discrimination, or bullying, appropriate corrective actions that focus on the victim may include, but are not limited to, the following:



1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation, unlawful discrimination, or bullying, appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, including discriminatory harassment, intimidation, or bullying, that the district does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges or any requirement related to the LCAP is found to have merit, the district shall provide a

remedy to all affected students and parents/guardians. (Education Code 49013, 52075)

For complaints alleging noncompliance with the laws regarding student fees, such remedies, where applicable, shall include reasonable efforts to ensure full reimbursement to affected students and parents/guardians. (Education Code 49013; 5 CCR 4600)

#### Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 49013, 52075; 5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

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

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

\*\*\*Note: The CDE may directly intervene in a complaint without waiting for action by the district when certain conditions exist, including the following: (1) the complaint alleges failure to comply with the UCP, including failure to follow the required timelines and failure to implement the final written decision; (2) the complainant requires anonymity due to the possibility of retaliation and would suffer immediate and irreparable harm if a complaint was filed and the complainant was named; (3) the complainant alleges that he/she would suffer immediate and irreparable harm as a result of an application of a districtwide policy that is in conflict with state or federal law and that filing a complaint would be futile; (4) the complainant alleges failure to comply with the due process procedures established pursuant to special education



law and regulation to implement a due process hearing order; (5) the complainant alleges facts that indicate that one or more students may be in immediate physical danger or that the health, safety, or welfare of one or more students is threatened; or (6) the complainant alleges failure to follow a student's individualized education program. \*\*\*

(3/12 1/13) 10/14

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: October 21, 2015

Adopted:

King City, California

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

# Standard Complaint Form

**INSTRUCTIONS TO THE PERSON FILING THE COMPLAINT (COMPLAINANT):** Please complete and sign the form. This form should be used to file a formal written complaint regarding concerns related to employees or the content of adopted instructional materials. Please review the Complaints section of the District website to process all other complaints. *Before filing this form, the complainant should attempt to resolve the complaint by an informal conference with the appropriate employee and/or supervisor.* Submit the original signed and any attachments; retain a copy for your records.

To (Supervisor): \_\_\_\_\_ School/ Department: \_\_\_\_\_  
 From (Complainant Name): \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
 Email address: \_\_\_\_\_

<b>INFORMAL CONFERENCE</b>		
Date the informal conference was held concerning this matter		Location
Who was present at this meeting?		
<b>STATEMENT OF COMPLAINT:</b>		
1. Nature of the complaint. A written complaint must include the name(s) of each employee involved, a brief but specific summary of the complaint and the facts surrounding it, including a specific description or prior attempts to discuss the complaint with the employee(s) involved and the failure to resolve the matter.		
2. SPECIFIC POLICY ALLEGEDLY VIOLATED, OR MISAPPLIED:		
3. REMEDY SOUGHT:		

Signature of Complainant: \_\_\_\_\_ Date \_\_\_\_\_

OFFICE USE. Received in HR: _____ <small>(Date &amp; time stamp with initials)</small>	Reviewed in HR: _____ <small>(Date &amp; initials)</small>
Complaint routed to: _____	Initial the level of the final disposition: 1   2   3   4
Signature of Appropriate District Administrator _____	Date _____

BOARD POLICY 1312.1/ 1312.2



## BP 4040 Personnel

**EMPLOYEE USE OF TECHNOLOGY**

~~The Governing Board recognizes that technology can enhance employee performance by improving access to and exchange of information, offering effective tools to assist in providing a quality instructional program, and facilitating operations. The Board expects all employees to learn to use the available electronic resources that will assist them in their jobs. As needed, staff shall receive training in the appropriate use of these resources.~~

~~(cf. 0440—District Technology Plan)~~

~~(cf. 4032—Reasonable Accommodation)~~

~~(cf. 4131—Staff Development)~~

~~(cf. 4231—Staff Development)~~

~~(cf. 4331—Staff Development)~~

~~(cf. 6162.7—Use of Technology in Instruction)~~

Employees shall be responsible for the appropriate use of technology and shall use the district's electronic resources only for purposes related to their employment. Such use is a privilege which may be revoked at any time.

*(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)*

**District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.**

Employees should be aware that computer files and communications over electronic networks, including e-mail and voice mail, are not private. This technology should not be used to transmit confidential information about students, employees, or district affairs.

To ensure proper use, the State Administrator/Superintendent or designee may monitor the district's technological resources, including e-mail and voice mail systems, at any time without advance notice or consent. If passwords are used, they must be known to the State Administrator/Superintendent or designee so that he/she may have system access when the employee is absent.

~~The Superintendent or designee shall establish administrative regulations which outline employee obligations and responsibilities related to the use of technology.~~

~~\*\*\*Note: The following paragraph is optional and may be revised to reflect district practice. It is~~



~~recommended that districts develop an Acceptable Use Agreement containing rules for the use of district technology, which should be signed by each employee. See the accompanying Exhibit for an example of an Acceptable Use Agreement for employees.\*\*\*~~

**The State Administrator/Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of district technology. Upon employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.**

~~\*\*\*Note: The following paragraphs may be revised to reflect district practice.\*\*\*~~

~~\*\*\*Note: To qualify for federal universal service discounts for Internet access, Internet services, or internal connections (E-rate discounts), districts are mandated by 47 USC 254 to adopt an Internet safety policy that includes, but is not limited to, provisions addressing access by minors to "inappropriate matter" on the Internet; see BP 6163.4 Student Use of Technology. Consistent with those requirements, the following paragraph provides that employees shall not use district technology to access inappropriate matter. "Inappropriate matter" is not defined in the law and the determination of what matter is considered inappropriate is a local decision to be made by the district. Penal Code 313 provides a definition of "harmful matter" as specified below. Districts that have adopted their own definition should revise the following paragraphs as appropriate.\*\*\*~~

**Employees shall not use district technology to access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, sexually explicit, or unethical or that promotes any activity prohibited by law, Board policy, or administrative regulations.**

**Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)**

Employees who fail to abide by these regulations shall be subject to disciplinary action, revocation of the user account, and legal action as appropriate.

*(cf. 4118 - Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

The State Administrator/Superintendent or designee may establish guidelines and limits on the use of technological resources. He/she shall ensure that all employees using these resources receive copies of related policies, regulations and guidelines. Employees shall be asked to acknowledge in writing that they have read and understood these policies, regulations and guidelines.



*(cf. 4112.9/42112.9/4312.9 - Employee Notifications)*

In the event that the use of an electronic resource affects the working conditions of one or more employees, the State Administrator/Superintendent or designee shall notify the employees' exclusive representative.

*(cf. 4143/4243 - Negotiations/Consultation)*

~~\*\*\*Note: The following optional paragraphs may be revised to reflect district practice.\*\*\*~~

~~\*\*\*Note: Although 20 USC 6777 and 47 USC 254 require districts receiving federal Title II technology funds or E-rate discounts to enforce the operation of technology protection measures, the legislation clarifies that nothing in the Children's Internet Protection Act shall be construed to require the tracking of individual students' or adults' Internet use. Thus, it appears to be left to the discretion of districts as to whether they wish to track Internet use through personally identifiable web monitoring software or other means.\*\*\*~~

~~\*\*\*Note: It is recommended that districts notify employees that they should have no expectation of privacy when using district equipment or technological resources. In City of Ontario v. Quon, the U.S. Supreme Court held that a search of an employee's pager messages was reasonable because the search was motivated by a legitimate work-related purpose and was not excessive in scope. In addition, the city had adopted a policy stating that employees should have no expectation of privacy or confidentiality when using city equipment.\*\*\*~~

**The State Administrator/Superintendent or designee shall annually notify employees in writing that they have no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, even when provided their own password. To ensure proper use, the State Administrator/Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent and for any reason allowed by law.**

~~\*\*\*Note: In City of San Jose v. Superior Court, an appellate court held that the California Public Records Act does not cover otherwise disclosable communications (e.g., emails, text messages) that were not directly accessible by a governmental entity because they were sent or received via private electronic devices and were not stored on government servers. However, this case has been appealed to the California Supreme Court.\*\*\*~~

**In addition, employees shall be notified that records maintained on any personal device or messages sent or received on a personal device that is being used to conduct district business may be subject to disclosure, pursuant to a subpoena or other lawful request.**

**Employees shall report any security problem or misuse of district technology to the State Administrator/Superintendent or designee.**

**Inappropriate use of district technology may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.**

**(cf. 4118 - Dismissal/Suspension/Disciplinary Action)**

**(cf. 4218 - Dismissal/Suspension/Disciplinary Action)**

**Legal Reference:**

**EDUCATION CODE**

**52295.10-52295.55 Implementation of Enhancing Education Through Technology grant program**

**GOVERNMENT CODE**

**3543.1 Rights of employee organizations**

**PENAL CODE**

**502 Computer crimes, remedies**

**632 Eavesdropping on or recording confidential communications**

**VEHICLE CODE**

**23123 Wireless telephones in vehicles**

**23123.5 Mobile communication devices; text messaging while driving**

**23125 Wireless telephones in school buses**

**UNITED STATES CODE, TITLE 20**

**6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:**

**6777 Internet safety**

**UNITED STATES CODE, TITLE 47**

**254 Universal service discounts (E-rate)**

**CODE OF FEDERAL REGULATIONS, TITLE 47**

**54.520 Internet safety policy and technology protection measures, E-rate discounts**

**COURT DECISIONS**

**City of Ontario v. Quon et al. (2010) 000 U.S. 08-1332**

**Management Resources:**

**WEB SITES**

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

**American Library Association: <http://www.ala.org>**

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

**Federal Communications Commission: <http://www.fcc.gov>**

**U.S. Department of Education: <http://www.ed.gov>**

(7/01 7/07) 7/15



Legal Reference:

EDUCATION CODE

~~11600-11609 Education Technology Grant Program Act of 1996~~

~~51870-51874 Educational Technology~~

GOVERNMENT CODE

~~3543.1 Rights of employee organizations~~

PENAL CODE

~~632 Eavesdropping on or recording confidential communications~~

UNITED STATES CODE, TITLE 20

~~6751-6777 Enhancing Education Through Technology Act, No Child Left Behind Act, Title II, Part D~~

~~6777 Internet safety~~

Management Resources:

CDE PUBLICATIONS

~~K-12 Network Technology Planning Guide: Building the Future, 1994~~

CDE PROGRAM ADVISORIES

~~1223.94 Acceptable Use of Electronic Information Resources~~

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

First reading: October 21, 2015

Adopted:

King City, California

AR 4040 Personnel

EMPLOYEE USE OF TECHNOLOGY

User Obligations and Responsibilities

Employees are authorized to use the district's on-line services in accordance with user obligations and responsibilities specified below.

1. The employee in whose name an on-line services account is issued is responsible for its proper use at all times. Users shall keep personal account numbers, home addresses and telephone numbers private. They shall use the system only under their own account number.
2. Employees will be provided with e-mail accounts for work-related communications. In using e-mail, employees shall follow the same guidelines that govern employee use of other district resources, such as district telephones. Work-related e-mail may be sent to a group of district users, such as central office or elementary secretaries. The sender should select an appropriate group. E-mail is not provided as a public forum and shall not be used to broadcast personal opinion or personal information or advertisements.
3. A message should not be sent to everyone (All Users) unless the message applies to everyone.
4. Users shall not use the system to promote unethical practices or any activity prohibited by law or district policy.
5. Users shall not transmit material that is threatening, obscene, disruptive or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religion or political beliefs.
6. Copyrighted material may not be placed on the system without the author's permission. Users may download copyrighted material for their own use only in accordance with copyright laws.
7. Vandalism will result in the cancellation of user privileges. Vandalism includes uploading, downloading or creating computer viruses and/or any malicious attempt to harm or destroy district equipment or materials or the data of any other user.
8. Users shall not read other users' mail or files; they shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to read, delete, copy, modify or forge other users' mail.



9. ~~Users are encouraged to keep messages brief.~~
10. ~~The district reserves the right to monitor any e-mail communications for improper use. Users shall report any security problem or misuse of the network to the Superintendent or designee.~~

Regulation: ~~\_\_\_\_\_~~ **KING CITY JOINT UNION HIGH SCHOOL DISTRICT**

First reading:

Adopted: December 9, 2009 ~~\_\_\_\_\_~~ King City, California ~~\_\_\_\_\_~~

## Personnel

### Employee Use Of Technology

#### ACCEPTABLE USE AGREEMENT AND RELEASE OF DISTRICT FROM LIABILITY (EMPLOYEES)

~~\*\*\*Note: The following Exhibit presents a sample Acceptable Use Agreement outlining obligations and responsibilities of employees using the district's technological resources. The district is encouraged to consult legal counsel in the development of such an agreement.\*\*\*~~

~~\*\*\*Note: Districts using an Acceptable Use Agreement should require all employees who use district technology to sign the agreement as an acknowledgment that they have read and understood its contents; see the accompanying Board policy. As appropriate, the district may also require contractors and affiliated third parties to sign the Acceptable Use Agreement.\*\*\*~~

~~\*\*\*Note: For a sample Acceptable Use Agreement for students, see E-6163.4—Student Use of Technology.\*\*\*~~

The South Monterey County Joint Union High School District authorizes district employees to use technology owned or otherwise provided by the district as necessary to fulfill the requirements of their position. The use of district technology is a privilege permitted at the district's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason.

The district expects all employees to use technology responsibly in order to avoid potential problems and liability. The district may place reasonable restrictions on the sites, material, and/or information that employees may access through the system.

The district makes no guarantee that the functions or services provided by or through the district will be without defect. In addition, the district is not responsible for financial obligations arising from unauthorized use of the system.

Each employee who is authorized to use district technology shall sign this Acceptable Use Agreement as an indication that he/she has read and understands the agreement.

### Definitions

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable



technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

#### Employee Obligations and Responsibilities

Employees are expected to use district technology safely, responsibly, and primarily for work-related purposes. Any incidental personal use of district technology shall not interfere with district business and operations, the work and productivity of any district employee, or the safety and security of district technology. The district is not responsible for any loss or damage incurred by an employee as a result of his/her personal use of district technology.

The employee in whose name district technology is issued is responsible for its proper use at all times. Employees shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned. Employees shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification, or send anonymous electronic communications. Furthermore, employees shall not attempt to access any data, documents, emails, or programs in the district's system for which they do not have authorization.

Employees are prohibited from using district technology for improper purposes, including, but not limited to, use of district technology to:

1. Access, post, display, or otherwise use material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, threatening, or disruptive
2. Disclose or in any way cause to be disclosed confidential or sensitive district, employee, or student information without prior authorization from a supervisor
3. Engage in personal commercial or other for-profit activities without permission of the State Administrator/Superintendent or designee
4. Engage in unlawful use of district technology for political lobbying
5. Infringe on copyright, license, trademark, patent, or other intellectual property rights
6. Intentionally disrupt or harm district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission, changing settings on shared computers)
7. Install unauthorized software
8. Engage in or promote unethical practices or violate any law or Board policy,

administrative regulation, or district practice

### Privacy

Since the use of district technology is intended for use in conducting district business, no employee should have any expectation of privacy in any use of district technology.

The district reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, communications sent or received from district technology, or other uses within the jurisdiction of the district. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees should be aware that, in most instances, their use of district technology (such as web searches or emails) cannot be erased or deleted.

All passwords created for or used on any district technology are the sole property of the district. The creation or use of a password by an employee on district technology does not create a reasonable expectation of privacy.

### Personally Owned Devices

If an employee uses a personally owned device to access district technology or conduct district business, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

### Records

Any electronically stored information generated or received by an employee which constitutes a district or student record shall be classified, retained, and destroyed in accordance with BP/AR 3580 - District Records, BP/AR 5125 - Student Records, or other applicable policies and regulations addressing the retention of district or student records.

### Reporting

If an employee becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the State Administrator/Superintendent or designee.

### Consequences for Violation

Violations of the law, Board policy, or this Acceptable Use Agreement may result in revocation of an employee's access to district technology and/or discipline, up to and including termination.



In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

Employee Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement, BP 4040 - Employee Use of Technology, and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology or when my personal electronic devices use district technology. I further understand that any violation may result in revocation of user privileges, disciplinary action, and/or appropriate legal action.

I hereby release the district and its personnel from any and all claims and damages arising from my use of district technology or from the failure of any technology protection measures employed by the district.

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
(Please print)

School/Work Site: \_\_\_\_\_

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

7/15

EXHIBIT: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
First Reading: October 21, 2015  
Adopted: King City, California

Personnel

Staff Development

The State Administrator/Governing Board believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills. The State Administrator/Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers to enhance their instructional and classroom management skills and become informed about changes in pedagogy and subject matter.

(cf. 6111 - School Calendar)

The State Administrator/Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district priorities for student achievement, school improvement objectives, the local control and accountability plan, and other district and school plans.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0420 - School Plans/Site Councils)

(cf. 0420.1 - School-Based Program Coordination)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

(cf. 0520.4 - Quality Education Investment Schools)

The district's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

1. Mastery of subject-matter knowledge, including current state and district academic standards

(cf. 6011 - Academic Standards)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6142.3 - Civic Education)

(cf. 6142.5 - Environmental Education)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)



(cf. 6142.93 - Science Instruction)

2. Use of effective, subject-specific teaching methods, strategies, and skills
3. Use of technologies to enhance instruction

(cf. 0440 - District Technology Plan)

4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students of various racial and ethnic groups, students with disabilities, English language learners, economically disadvantaged students, foster youth, gifted and talented students, and at-risk students

(cf. 4112.22 - Staff Teaching English Language Learners)

(cf. 4112.23 - Special Education Staff)

(cf. 5147 - Dropout Prevention)

(cf. 5149 - At-Risk Students)

(cf. 6141.5 - Advanced Placement)

(cf. 6171 - Title I Programs)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

(cf. 6175 - Migrant Education Program)

5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning

(cf. 6178 - Career Technical Education)

6. Knowledge of strategies that encourage parents/guardians to participate fully and effectively in their children's education

(cf. 1240 - Volunteer Assistance)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, tolerance, and discipline, including conflict resolution and hatred prevention

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5138 - Conflict Resolution/Peer Mediation)  
(cf. 5145.9 - Hate-Motivated Behavior)

8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn

9. Ability to interpret and use data and assessment results to guide instruction

(cf. 5121 - Grades/Evaluation of Student Achievement)  
(cf. 6162.5 - Student Assessment)

10. Knowledge of topics related to student health, safety, and welfare

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 3515.5 - Sex Offender Notification)  
(cf. 5030 - Student Wellness)  
(cf. 5131.6 - Alcohol and Other Drugs)  
(cf. 5131.63 - Steroids)  
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)  
(cf. 5141.4 - Child Abuse Prevention and Reporting)  
(cf. 5141.52 - Suicide Prevention)  
(cf. 5145.3 - Nondiscrimination/Harassment)  
(cf. 5145.7 - Sexual Harassment)

11. Knowledge of topics related to employee health, safety, and security

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)  
(cf. 4119.42/4219.42/4319.42- Exposure Control Plan for Bloodborne Pathogens)  
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)  
(cf. 4157/4257/4357 - Employee Safety)  
(cf. 4158/4258/4358 - Employee Security)

The State Administrator/Superintendent or designee may, in conjunction with individual teachers and interns, develop an individualized program of professional growth to increase competence, performance, and effectiveness in teaching and classroom management and, as necessary, to assist them in meeting state or federal requirements to be fully qualified for their positions.

(cf. 4112.2 - Certification)  
(cf. 4112.21 - Interns)  
(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)  
(cf. 4131.1 - Beginning Teacher Support/Induction)  
(cf. 4138 - Mentor Teachers)



~~\*\*\*Note: Pursuant to Education Code 44277, as amended by SB 1060 (Ch. 199, Statutes of 2014), acceptable professional learning activities must meet specified criteria.\*\*\*~~

**Professional learning opportunities offered by the district shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other teachers, and support instruction and student learning. Learning activities may include, but are not limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data. (Education Code 44277)**

The district's staff evaluation process may be used to recommend additional staff development for individual employees.

(cf. 4115 - Evaluation/Supervision)

The State Administrator/ Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

(cf. 3100 - Budget)

(cf. 3350 - Travel Expenses)

The State Administrator/Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

~~41530-41533 Professional Development Block Grant~~

~~44032 Travel expense payment~~

~~44259.5 Standards for teacher preparation~~

~~44277 Professional growth programs for individual teachers~~

~~44325-44328 District interns~~

~~44450-44468 University internship program~~

~~44570-44578 Inservice training, secondary education~~

~~44580-44591 Inservice training, elementary teachers~~  
~~44630-44643 Professional Development and Program Improvement Act of 1968~~  
~~44700-44705 Classroom teacher instructional improvement program~~  
~~45028 Salary schedule and exceptions~~  
~~48980 Notification of parents/guardians: schedule of minimum days~~  
~~56240-56245 Staff development; service to persons with disabilities~~  
~~99200-99206 Subject matter projects~~  
**GOVERNMENT CODE**  
~~3543.2 Scope of representation of employee organization~~  
**CODE OF REGULATIONS, TITLE 5**  
~~13025-13044 Professional development and program improvement~~  
**UNITED STATES CODE, TITLE 20**  
~~6319 Highly qualified teachers~~  
~~6601-6702 Preparing, Training and Recruiting High Quality Teachers and Principals~~

**PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS**

~~United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085~~

~~Management Resources:~~

**CSBA PUBLICATIONS**

~~Governing to the Core: Professional Development for Common Core, Governance Brief, May 2013~~

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

~~State Board of Education Guidelines and Criteria for Approval of Training Providers, March 2008~~

**COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS**

~~California Standards for the Teaching Profession, 2009~~

**WEB SITES**

~~CSBA: <http://www.esba.org>~~

~~California Department of Education, Professional Development:  
<http://www.ede.ca.gov/pd>~~

~~California Subject Matter Projects: <http://esmp.ucop.edu>~~

~~Commission on Teacher Credentialing: <http://www.ctc.ca.gov>~~

~~———— (11/06-11/08) 12/13~~

**Legal Reference:**

**EDUCATION CODE**

**44032 Travel expense payment**

**44259.5 Standards for teacher preparation**

**44277 Professional growth programs for individual teachers**



44300 Emergency permits  
44325-44328 District interns  
44450-44468 University internship program  
44570-44578 Inservice training, secondary education  
44830.3 District interns  
45028 Salary schedule and exceptions  
48980 Notification of parents/guardians; schedule of minimum days  
52060-52077 Local control and accountability plan  
56240-56245 Staff development; service to persons with disabilities  
99200-99206 Subject matter projects

**GOVERNMENT CODE**

3543.2 Scope of representation of employee organization

**CODE OF REGULATIONS, TITLE 5**

13025-13044 Professional development and program improvement

80021 Short-term staff permit

80021.1 Provisional internship permit

80023-80026.6 Emergency permits

**UNITED STATES CODE, TITLE 20**

6319 Highly qualified teachers

6601-6702 Preparing, Training and Recruiting High Quality Teachers and Principals

**PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS**

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085

**Management Resources:**

**CSBA PUBLICATIONS**

Governing to the Core: Professional Development for Common Core, Governance Brief, May 2013

**COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS**

California Standards for the Teaching Profession, 2009

**WEB SITES**

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

California Department of Education, Professional Learning:

<http://www.cde.ca.gov/pd>

California Subject Matter Projects: <http://csmp.ucop.edu>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

(11/08 12/13) 7/15

BP 4131 (g)

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
First Reading: October 21, 2015  
Adopted: King City, California



AR 4161.8, 4261.8, 4361.8 Personnel

### **Family Care And Medical Leave**

~~\*\*\*Note: The following optional administrative regulation addresses mandatory subjects of bargaining. The laws referenced in this regulation provide minimum amounts of leave which the district must grant its employees if more generous benefits are not provided as part of its collective bargaining agreement. Any covered subject that is already addressed in the district's collective bargaining agreements should be deleted from this administrative regulation.\*\*\*~~

~~\*\*\*Note: Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act (CFRA)). However, these laws do not always provide identical rights or operate in the same manner. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under California law, a female employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945.\*\*\*~~

~~\*\*\*Note: The California Fair Employment and Housing Council's final revised CFRA regulations, effective July 1, 2015, are incorporated throughout this administrative regulation where relevant. 2 CCR 11087-11098, as retitled, renumbered, and amended by Register 2015, No. 17, have adopted and in several instances clarified many of the provisions in 29 CFR 825.100-825.127, the implementing regulations for FMLA. Where there is a difference between state and federal law, the law that grants the greatest benefits generally controls. In those situations, legal counsel should be consulted as needed.\*\*\*~~

**The district shall not deny any eligible employee his/her right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) or restrain or interfere with the employee's exercise of such right. In addition, the district shall not discharge an employee or discriminate or retaliate against him/her for taking such leave or for his/her opposition to or challenge of any unlawful district practice in relation to any of these laws or for his/her involvement in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)**

**(cf. 4030 - Nondiscrimination in Employment)**

**(cf. 4032 - Reasonable Accommodation)**

**(cf. 4033 - Lactation Accommodation)**

~~The district shall not interfere with, restrain, or deny the exercise of any right for family care and medical leave provided to an eligible employee, as defined below, under the law. In addition, the district shall not discharge or discriminate against any employee for opposing any practice made unlawful by, or because of, his/her involvement in any inquiry or proceeding related to the family care and medical leave. (29 USC 2615; Government Code 12945.2)~~

~~(cf. 4030—Nondiscrimination in Employment)~~

## **Definitions**

~~Any word or phrase defined below shall have the same meaning throughout this administrative regulation except where otherwise specifically defined.~~

~~*Child* means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. (29 USC 2611; Government Code 12945.2)~~

~~*Eligible employee* means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. (29 USC 2611; 29 CFR 825.110; Government Code 12945.2)~~

~~*Parent* means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (29 USC 2611; 29 CFR 825.122; Government Code 12945.2; 2 CCR 7297.0)~~

~~*Serious health condition* means an illness, injury, impairment, or physical or mental condition that involves either of the following: (29 USC 2611; 29 CFR 825.113, 825.114, 825.115; Government Code 12945.2)~~

- ~~1. Inpatient care in a hospital, hospice, or residential health care facility~~
- ~~2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:~~
  - ~~a. A period of incapacity of more than three consecutive full days~~
  - ~~b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition~~
  - ~~e. For purposes of leave under the Family and Medical Leave Act (FMLA), any period of incapacity due to pregnancy or for prenatal care~~



- d. ~~Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective~~
- e. ~~Any period of absence to receive multiple treatments, including recovery, by a health care provider~~

~~Spouse means a partner in marriage as defined in Family Code 300 or 1 USC 7. In addition, for purposes of rights under the California Family Rights Act (CFRA), a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (1 USC 7; 29 CFR 825.122; Family Code 297.5, 300; 2 CCR 7297.0)~~

**The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.**

**Child (son or daughter) means a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom the employee stands in loco parentis, as long as the child is under 18 years of age or an adult dependent child. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)**

**Eligible employee for FMLA and CFRA purposes means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)**

**Employee disabled by pregnancy means a woman who, in the opinion of her health care provider, is: (2 CCR 11035)**

- 1. Unable because of pregnancy to perform any one or more of the essential functions of her job or to perform any of them without undue risk to herself, her pregnancy's successful completion, or to other persons**
- 2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition**

**Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)**

AR 4161.8 (d)  
4261.8  
4361.8

~~\*\*\*Note: 2 CCR 11087, effective July 1, 2015, clarifies that a "serious health condition" could arise from injuries that are not work-related and includes treatment for substance abuse.\*\*\*~~

**Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or his/her child, parent, or spouse, including, but not limited to, treatment for substance abuse, that involves either of the following: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611; 29 CFR 825.113-825.115)**

**1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity**

**A person is considered an inpatient when a health care facility formally admits him/her to the facility with the expectation that he/she will remain overnight and occupy a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.**

**Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.**

**2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:**

**a. A period of incapacity of more than three consecutive full days**

**b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition**

**c. Any period of incapacity due to pregnancy or for prenatal care under FMLA**

**d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective**

**e. Any period of absence to receive multiple treatments, including recovery, by a health care provider**

~~\*\*\*Note: Family Code 300, as amended by SB 1306 (Ch. 82, Statutes of 2014), defines marriage as a personal relationship arising out of a civil contract between "two persons" rather than between a man and a woman. In addition, pursuant to Family Code 297.5, registered domestic partners have the same rights, protections, and benefits as spouses.\*\*\*~~



**Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage, or a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)**

### **Eligibility**

~~The district shall grant family care and medical leave to eligible employees for the following reasons: (29 USC 2612; 29 CFR 825.112; Family Code 297.5; Government Code 12945.2)~~

- ~~1. Because of the birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child~~
- ~~2. To care for the employee's child, parent, or spouse with a serious health condition~~
- ~~3. Because of the employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her job position, except that CFRA leave shall not cover an employee's disability on account of pregnancy, childbirth, or related medical conditions~~
- ~~4. Because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty)~~
- ~~5. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent, or next of kin, as defined, of the servicemember~~

~~In addition to FMLA leave for disability on account of a pregnancy, childbirth, or related medical conditions pursuant to item #3 above, a female employee disabled by pregnancy, childbirth, or related medical conditions may be entitled to take leave for a reasonable period of time, not to exceed four months. (Government Code 12945)~~

### **Eligibility**

~~\*\*\*Note: Pursuant to Government Code 12945.2 and 29 USC 2611, a district is required to grant family care and medical leave to an eligible employee for any of the reasons stated below, except where the district employs fewer than 50 employees within 75 miles of the worksite where the employee requesting the leave is employed.\*\*\*~~

**The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)**

1. **The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (baby bonding)**
2. **To care for the employee's child, parent, or spouse with a serious health condition**
3. **The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position**

~~\*\*\*Note: Pursuant to 29 CFR 825.126, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, son, daughter, or parent who is a military member is on covered active duty during deployment to a foreign country. For requirements related to qualifying exigency leave, see the section "Military Family Leave Resulting from Qualifying Exigencies" below.\*\*\*~~

4. **Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)**

~~\*\*\*Note: Pursuant to 29 CFR 825.127, military caregiver leave is available to any eligible employee who is a family member of a covered servicemember with a serious injury or illness. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.\*\*\*~~

5. **To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined**

~~\*\*\*Note: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. However, disability due to pregnancy is explicitly excluded from coverage under CFRA (2 CCR 11093). Instead, pursuant to Government Code 12926 and 12945, any California employee who is "disabled because of pregnancy, childbirth, or related medical conditions" is entitled to unpaid PDL of up to four months if the employer has five or more employees. Therefore, such an employee is entitled to up to four months of PDL and an additional 12 weeks of CFRA leave following the birth of the child.\*\*\*~~

~~\*\*\*Note: Additionally, pursuant to 2 CCR 11037, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.\*\*\*~~

**In addition, the district shall grant PDL to any female employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)**



## Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of family care and medical leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. (29 USC 2612; Government Code 12945.2)

This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

Leave taken pursuant to the CFRA shall run concurrently with leave taken pursuant to the FMLA, except in the following circumstances:

1. Leave taken to care for a registered domestic partner or a child of a domestic partner. Such leave shall count as leave under the CFRA only. (Family Code 297.5)
2. Leave taken for disability on account of pregnancy, childbirth, or related medical conditions. FMLA leave taken for these purposes shall run concurrently with the California pregnancy disability leave granted pursuant to Government Code 12945. CFRA leave related to the birth of a child shall not commence until the expiration of the pregnancy disability leave. (Government Code 12945, 12945.2; 2 CCR 7297.6)

*(cf. 4161.1/4361.1—Personal Illness/Injury Leave)*  
*(cf. 4261.1—Personal Illness/Injury Leave)*

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, the district shall grant a request for leave of less than two weeks' duration on any two occasions. (29 USC 2612; 2 CCR 7297.3)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 weeks. This restriction shall apply whether or not the parents are married, not married, or registered domestic partners. (29 USC 2612; Government Code 12945.2)

Use/Substitution of Paid Leave Except for pregnancy disability leave, during the period of family care and medical leave, the district shall require the employee to use his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district. If the leave is because of the employee's own serious health condition, the employee shall use accrued sick leave pursuant to the collective bargaining agreement and/or Board policy. (29 USC 2612; Government Code 12945.2)



~~(cf. 4141/4241—Collective-Bargaining-Agreement)  
(cf. 4161/4261/4361—Leaves)~~

~~\*\*\*Note: Leaves common to CFRA and FMLA run concurrently so that total leave to which an employee is entitled would be 12 work weeks.\*\*\*~~

**An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)**

~~\*\*\*Note: To determine the 12-month period in which the leave entitlement occurs, the district may use any of the methods identified in 29 CFR 825.200 and specified in options #1-4 below. However, a district may choose not to use any of these options and may instead choose some other fixed 12-month period. Whichever option is selected, it must be applied uniformly to all employees. If the district fails to select a method for calculating the 12-month period, the method that provides the most beneficial outcome for the employee will be used. Pursuant to 2 CCR 11090, if the district decides to change the calculation method, it must provide at least 60 days' notice to all employees.\*\*\*~~

~~**OPTION 1: This 12-month period shall coincide with the calendar year. (29 CFR 825.200)**~~

~~**OPTION 2: This 12-month period shall coincide with the fiscal year. (29 CFR 825.200)**~~

~~**OPTION 3: This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)**~~

~~**OPTION 4: This 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)**~~

~~\*\*\*Note: 2 CCR 11042 clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months.\*\*\*~~

**In addition, for each pregnancy, any female employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)**

~~\*\*\*Note: While leaves common to CFRA and FMLA run concurrently, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 11046, a female employee who is "disabled by pregnancy" may be entitled to up to four months of PDL, followed by 12 work~~



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~~weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult legal counsel as needed.\*\*\*~~

**PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of her child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)**

**Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)**

~~\*\*\*Note: The following optional paragraph is for use by districts that limit family care and medical leave related to the birth or placement of a child to a total of 12 work weeks when both parents work for the district. However, pursuant to 2 CCR 11088, such limit on employees' entitlement to family care and medical leave for any other qualifying purpose is prohibited.\*\*\*~~

**If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2; 2 CCR 11088; 29 USC 2612)**

#### Intermittent Leave/Reduced Leave Schedule

~~Leave related to the serious health condition of the employee or his/her child, parent, or spouse may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district may limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave. (29 USC 2612; 2 CCR 7297.3)~~

~~If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or a family member, the district may require the employee to transfer temporarily to an available alternative position. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule. (29 USC 2612; 2 CCR 7297.3)~~



*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

PDL and family care and medical leave for the serious health condition of an employee or his/her child, parent, or spouse may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (2 CCR 11042, 11090; 29 USC 2612)

~~\*\*\*Note: Generally, the minimum duration of CFRA leave to care for a child (baby bonding) is two weeks. However, pursuant to 2 CCR 11090, the district must grant a request for CFRA leave of less than two weeks duration on any two occasions and may grant additional requests.\*\*\*~~

**The basic minimum duration of leave for the birth or placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)**

~~\*\*\*Note: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.\*\*\*~~

**The district may require an employee to transfer temporarily to an available alternative position if the employee is pregnant and provides medical certification from her health care provider of a medical need for intermittent leave or leave on a reduced work or leave schedule or if the employee's need for the intermittent leave or leave on a reduced work or leave schedule is foreseeable based on his/her planned medical treatment or that of a family member. This alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)**

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

## Request for Leave

~~An employee shall provide at least verbal notice sufficient to make the district aware that he/she needs family care and medical leave and the anticipated timing and duration of the leave. The employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement; however, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment).~~



~~If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 7297.4)~~

~~Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. (2 CCR 7297.4)~~

~~When the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee shall provide the district with at least 30 days advance notice before the leave. The employee shall consult with the district and make a reasonable effort to schedule, subject to the health care provider's approval, any planned medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 7297.4)~~

~~When the 30 days notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee shall provide the district with notice as soon as practicable. (2 CCR 7297.4)~~

#### Certification of Health Condition

~~At the time of the employee's request for leave for his/her own or his/her child's, parent's, or spouse's serious health condition, or within five business days of the request, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (29 CFR 825.305; 2 CCR 7297.4)~~

~~The certification shall include the following: (29 USC 2613; Government Code 12945.2; 2 CCR 7297.0)~~

- ~~1. The date on which the serious health condition began~~
- ~~2. The probable duration of the condition~~
- ~~3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:~~

- a.—~~Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, or spouse~~
  - b.—~~Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse~~
- 4.—~~If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job~~
- 5.—~~If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave~~

~~The Superintendent or designee shall not request any genetic information, as defined in 42 USC 2000ff, from any employee or his/her family member except as necessary to comply with a certification requirement for FMLA/CFRA leave purposes or with the prior written authorization of the employee. Any such genetic information received by the district shall be kept confidential in accordance with law. (42 USC 2000ff 1, 2000ff 5)~~

~~When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA as long as there is no individualized harm to the employee. (29 CFR 825.301)~~

~~If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (29 USC 2613; Government Code 12945.2)~~

~~If additional leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified in items #1-5 above. (29 USC 2613; Government Code 12945.2)~~

~~Fitness for Duty Upon Return to Work~~



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~~Upon expiration of leave taken for his/her own serious health condition, an employee shall present certification from his/her health care provider that he/she is able to resume work.~~

~~(cf. 4112.4/4212.4/4312.4—Health Examinations)~~

~~The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.~~

### **Rights to Reinstatement and Maintenance of Benefits**

~~Upon granting an employee's request for family care and medical leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (29 USC 2614; Government Code 12945.2)~~

~~However, the district may refuse to reinstate an employee returning from leave to the same or a comparable position if all of the following apply: (29 USC 2614; Government Code 12945.2)~~

- ~~1. The employee is a salaried "key employee" who is among the highest paid 10 percent of those district employees who are employed within 75 miles of the employee's worksite.~~
- ~~2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.~~
- ~~3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.~~

~~(cf. 4117.3—Personnel Reduction)  
(cf. 4217.3—Layoff/Rehire)~~

~~During the period when an employee is on family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (29 USC 2614; Government Code 12945.2)~~

~~For a period of 12 work weeks, the district shall continue to provide an eligible employee on family care and medical leave the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the family care and medical leave if he/she fails to return to district employment after the expiration of the leave and the failure is for any reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (29 USC 2614; 29 CFR 825.213; Government Code 12945.2)~~

~~(cf. 4154/4254/4354 — Health and Welfare Benefits)~~

~~In addition, during the period when an employee is on family care and medical leave, he/she shall be entitled to continue to participate in other employee benefit plans including life insurance, short term or long term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not be required to make plan payments for an employee during the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2)~~

#### ~~Military Family Leave Resulting from Qualifying Exigencies~~

~~An eligible employee may take up to 12 work weeks of unpaid leave during the 12-month period established by the district while a covered military member is on covered active duty or call to covered active duty status for one or more qualifying exigencies. (29 USC 2612)~~

~~Covered military member means an employee's spouse, son, daughter, or parent on covered active duty or call to covered active duty status. (29 CFR 825.126)~~

~~Covered active duty means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or order to active duty. (29 USC 2611)~~

~~Qualifying exigencies include time needed to: (29 CFR 825.126)~~

- ~~1. Address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice deployment)~~
- ~~2. Attend military events and related activities, such as any official ceremony or family assistance program related to the active duty or call to active duty status~~
- ~~3. Arrange childcare or attend school activities arising from the active duty or call to active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings~~
- ~~4. Make or update financial and legal arrangements to address a covered military member's absence~~
- ~~5. Attend counseling provided by someone other than a health care provider~~
- ~~6. Spend time (up to five days of leave per instance) with a covered military member who is on short term temporary rest and recuperation leave during deployment~~



~~7.—Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings~~

~~8.—Address any other event that the employee and district agree is a qualifying exigency~~

~~The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)~~

~~An employee who is requesting such leave for the first time shall provide the Superintendent or designee with a copy of the covered military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.~~

~~The employee's qualifying exigency leave may be taken on an intermittent or reduced leave schedule basis. (29 CFR 825.302)~~

~~During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in "Use/Substitution of Paid Leave" above, shall apply.~~

### **Military Caregiver Leave**

~~The district shall grant up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date of leave taken, to an eligible employee to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, an employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)~~

~~Covered servicemember may be either: (29 USC 2611)~~

- ~~1.—A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness~~

2. ~~A veteran who, within the five years preceding his/her undergoing of medical treatment, recuperation, or therapy for a serious injury or illness, was a member of the Armed Forces, including the National Guard or Reserves~~

~~*Son or daughter of a covered servicemember* means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis. (29 CFR 825.127)~~

~~*Parent of a covered servicemember* means the covered servicemember's biological, adopted, step or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)~~

~~*Next of kin* means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)~~

~~*Outpatient status* means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)~~

~~*Serious injury or illness* means: (29 USC 2611; 29 CFR 825.127)~~

1. ~~For a member of the Armed Forces, an injury or illness incurred or aggravated by the member's service in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating~~
2. ~~For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran~~

~~The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.~~

~~An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.~~

~~The leave may be taken intermittently or on a reduced schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of~~



~~leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)~~

~~During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in "Use/Substitution of Paid Leave" above, shall apply.~~

### **Notifications**

~~The Superintendent or designee shall provide the following notifications about state and federal law related to FMLA/CFRA:~~

- ~~1. *General Notice:* Information explaining the provisions of the FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (29 USC 2619; 2 CCR 7297.9)~~

~~The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the leave, when the need for the leave is reasonably foreseeable. (2 CCR 7297.4)~~

- ~~2. *Eligibility Notice:* When an employee requests leave or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (29 CFR 825.300)~~
- ~~3. *Rights and Responsibilities Notice:* Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as appropriate: (29 CFR 825.300)~~
  - ~~a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying~~
  - ~~b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification~~

- e. ~~The employee's right to substitute paid leave, whether the district will require substitution of paid leave, conditions related to any substitution, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave~~
- d. ~~Any requirements for the employee to make any premium payments to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis~~
- e. ~~If applicable, the employee's status as a "key employee," potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial~~
- f. ~~The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave~~
- g. ~~The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave~~

~~Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)~~

4. ~~*Designation Notice:* When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (29 CFR 825.300)~~

~~If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)~~

~~If the district requires paid leave to be substituted for unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a fitness-for-duty certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement.~~



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~~Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)~~

## **Records**

~~The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (29 USC 2616; 42 USC 2000ff 1; 29 CFR 825.500; Government Code 12946)~~

## **Legal Reference:**

### **EDUCATION CODE**

~~44965 Granting of leaves of absence for pregnancy and childbirth~~

### **FAMILY CODE**

~~297-297.5 Rights, protections and benefits under law; registered domestic partners~~

~~300 Validity of marriage~~

### **GOVERNMENT CODE**

~~12940 Unlawful employment practices~~

~~12945 Pregnancy; childbirth or related medical condition; unlawful practice~~

~~12945.1-12945.2 California Family Rights Act~~

### **CODE OF REGULATIONS, TITLE 2**

~~7291.2-7291.16 Sex discrimination; pregnancy and related medical conditions~~

~~7297.0-7297.11 Family care leave~~

### **UNITED STATES CODE, TITLE 1**

~~7 Definition of marriage, spouse~~

### **UNITED STATES CODE, TITLE 29**

~~2601-2654 Family and Medical Leave Act of 1993, as amended~~

### **UNITED STATES CODE, TITLE 42**

~~2000ff 1-2000ff 11 Genetic Information Nondiscrimination Act of 2008~~

### **CODE OF FEDERAL REGULATIONS, TITLE 29**

~~825.100-825.800 Family and Medical Leave Act of 1993~~

### **COURT DECISIONS**

~~Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864~~

~~Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045~~

## **Management Resources:**

### **FEDERAL REGISTER**

~~Final Rule and Supplementary Information, November 17, 2008. Vol. 73, No. 222, pages 67934-68133~~

### **U.S. DEPARTMENT OF LABOR PUBLICATIONS**

~~Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers~~

### **WEB SITES**

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California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>  
U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>  
(3/08-3/09)-3/10

## **Request for Leave**

~~\*\*\*Note: Pursuant to 2 CCR 11050 and 11091, an employee is required to notify the district of the need to take PDL or family care and medical leave. The employee must provide at least verbal notice sufficient to make the district aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. However, the employee does not need to assert rights under CFRA or FMLA or even mention CFRA or FMLA to meet the notice requirement, but must state the reason the leave is needed. Effective July 1, 2015, 2 CCR 11091 requires the district to respond to leave requests as soon as practicable and, in any event, no later than five business days after receiving the employee's request. The district must also attempt to respond to the leave request before the date the leave is due to begin. If there is a question about whether leave is FMLA/CFRA qualifying or if the district is considering denying CFRA leave based on an employee's refusal to provide further information, legal counsel should be consulted.\*\*\*~~

**The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)**

**For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the State Administrator/Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)**

**The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)**

~~\*\*\*Note: Both 29 CFR 825.300 and 2 CCR 11091 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.\*\*\*~~

~~\*\*\*Note: Pursuant to 2 CCR 11091, an employee has the obligation to respond to questions designed to determine whether an absence is potentially CFRA qualifying. If the district is unable to determine whether requested leave is CFRA qualifying because of employee's refusal to respond to its inquiries, the employee may be denied CFRA protection.\*\*\*~~



**Based on the information provided by the employee, the State Administrator/Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)**

~~\*\*\*Note: Pursuant to 2 CCR 11091, the district may require an employee to provide at least 30 days advance notice of the need for family care and medical leave, if the need is foreseeable. If the district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications." \*\*\*~~

~~\*\*\*Note: Pursuant to 2 CCR 11050, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable.\*\*\*~~

**When an employee is able to foresee the need for the PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)**

**In all instances, the employee shall consult with the State Administrator/Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)**

### **Certification of Health Condition**

~~\*\*\*Note: The following optional section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL or family care and medical leave for his/her own serious health condition or to care for a child, parent, or spouse with a serious health condition. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this section should request a medical certification from all employees.\*\*\*~~

~~\*\*\*Note: Districts requiring written medical certification from employees who request reasonable accommodation, transfer, or disability leave because of pregnancy may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11050 or 11097, as applicable.\*\*\*~~



Within five business days of an employee's request for family care and medical leave for his/her own or his/her child's, parent's, or spouse's serious health condition, the State Administrator/Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the State Administrator/Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

~~\*\*\*Note: Item #3 below addresses an eligible employee's request for leave to care for his/her child, parent, or spouse. In such a case, 2 CCR 11087 provides that the health care provider's certification need not identify the serious health condition involved.\*\*\*~~

3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
  - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the child, parent, or spouse during a period of the treatment or supervision
  - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

When an employee has provided sufficient medical certification to enable the district to



determine whether the employee's leave request is FMLA/CFRA-eligible, the State Administrator/Superintendent or designee shall notify the employee within ten business days whether the leave is FMLA/CFRA-eligible. The State Administrator/Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the State Administrator/Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the State Administrator/Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

For PDL, the State Administrator/Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the State Administrator/Superintendent or designee shall request the medical certification within two business days after the leave commences. The State Administrator/Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the State Administrator/Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because she is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)



~~\*\*\*Note: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit employers from requesting or requiring genetic information of employees or family members of employees unless specifically authorized by law. A district which believes that an employee's leave may require obtaining this information should consult with legal counsel.\*\*\*~~

**The State Administrator/Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.**

#### Release to Return to Work

~~\*\*\*Note: The following optional section is for use by districts that choose to require a return to work certification and may be modified to list the specific positions for which certification is required. Pursuant to 2 CCR 11091, the district may require an employee to submit a return to work certification from his/her health provider, stating that he/she is able to return to work. However, this requirement may only be made if the district has a uniformly applied practice of requiring such releases when employees return to work after illness, injury, or disability and the practice is not forbidden by its collective bargaining agreement. 2 CCR 11050 has similar requirements when an employee is returning to work after PDL.\*\*\*~~

~~\*\*\*Note: Effective July 1, 2015, 2 CCR 11091 requires all fitness for duty examinations after an employee's return from a CFRA leave to be job related and consistent with business necessity.\*\*\*~~

**Upon expiration of an employee's PDL or family care and medical leave taken for his/her own serious health condition, the employee shall present certification from the health care provider that he/she is able to resume work.**

**(cf. 4112.4/4212.4/4312.4 - Health Examinations)**

~~\*\*\*Note: Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the essential functions of his/her job with the "designation notice"; see section entitled "Notifications" below.\*\*\*~~

~~\*\*\*Note: The following paragraph is optional and should be deleted by districts that do not require certification of an employee's ability to perform the essential functions of the job.\*\*\*~~

**The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.**



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## **Rights to Reinstatement**

~~\*\*\*Note: Pursuant to Government Code 12945.2, 2 CCR 11043 and 11089, and 29 USC 2614, an employee on PDL or family care and medical leave has the right to be reinstated to the same or a comparable position when he/she returns from such leave. However, such an employee has no greater right to reinstatement or other benefits than he/she would have if he/she had been continuously employed. In addition, in certain situations described below, the district may be relieved of the obligation to reinstate an employee.\*\*\*~~

~~\*\*\*Note: The process for determining whether an employee is a "key employee" to whom the guarantee of reinstatement would not apply requires a detailed analysis and specific notifications to the employee. Legal counsel should be consulted if the district intends to deny leave or reinstatement.\*\*\*~~

**Upon granting an employee's request for PDL or FMLA/CFRA leave, the State Administrator/Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)**

**However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)**

- 1. The employee is a salaried "key employee" who is among the highest paid 10 percent of district employees who are employed within 75 miles of the employee's worksite.**
- 2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.**
- 3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.**

**(cf. 4117.3 - Personnel Reduction)  
(cf. 4217.3 - Layoff/Rehire)**

~~\*\*\*Note: Pursuant to 2 CCR 11089, as amended by Register 2015, No. 17, and 29 CFR 825.216, an employee who obtains FMLA or CFRA leave fraudulently is not protected by its job restoration provisions.\*\*\*~~

**The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29**



CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

#### Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

~~\*\*\*Note: Pursuant to 2 CCR 11044 and 11092, the time that the district maintains and pays for group health coverage during PDL shall not be used to meet its obligation to pay for 12 weeks of group health coverage during leave taken under CFRA, even where the district designates the PDL as FMLA or CFRA leave. The entitlements to employer paid group health coverage during PDL and during CFRA are two separate and distinct entitlements.\*\*\*~~

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the leave if he/she fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

#### Military Family Leave Resulting from Qualifying Exigencies



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~~\*\*\*Note: The following optional section reflects 29 USC 2611 and 2612 which authorize an eligible employee to take up to 12 work weeks of unpaid FMLA leave to attend to an "exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active duty status in the National Guard or Reserves, or is a member of the regular Armed Forces on deployment to a foreign country.\*\*\*~~

~~\*\*\*Note: Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to the U.S. Department of Labor's (DOL) Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, an employee may take all 12 weeks of his/her FMLA leave entitlement as a qualifying exigency leave or take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.\*\*\*~~

~~\*\*\*Note: Because CFRA does not cover similar leave, CFRA leave is not exhausted when utilizing military family leave.\*\*\*~~

**An eligible employee may take up to 12 work weeks of unpaid FMLA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while his/her child, parent, or spouse who is a military member is on covered active duty or on call to covered active duty status. (29 USC 2612; 29 CFR 825.126)**

**Covered active duty means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126)**

~~\*\*\*Note: Pursuant to 29 CFR 825.126, a "qualifying exigency" may include "any other event" agreed to by the district and the employee. As an example of such other event, the DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers lists leave to spend time with the military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the military member.\*\*\*~~

**Qualifying exigencies include time needed to: (29 CFR 825.126)**

- 1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment**
- 2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status**



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3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 days of leave per instance) with a military member who is on short-term, temporary, Rest and Recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the State Administrator/Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

~~\*\*\*Note: The district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. A form has been developed by DOL for this purpose and is available on its web site.\*\*\*~~

~~\*\*\*Note: The following paragraph is optional and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.\*\*\*~~

An employee who is requesting leave for qualifying exigencies shall provide the State Administrator/Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the State Administrator/Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work



or leave schedule basis. (29 CFR 825.302)

~~\*\*\*Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to use paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in the section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regards to FMLA/CFRA leave is also applicable to qualified exigency leave.\*\*\*~~

**During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.**

### **Military Caregiver Leave**

~~\*\*\*Note: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a single 12-month period. As is the case with other FMLA leaves, only districts that employ at least 50 employees within 75 miles of the worksite where the employee requesting the leave is employed are required to grant the military caregiver leave; see the section entitled "Eligibility" above.\*\*\*~~

~~\*\*\*Note: According to the DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, if an employee does not use the entire 26-week entitlement in a single 12-month period, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.\*\*\*~~

**The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)**

**Covered servicemember may be: (29 CFR 825.127)**

- 1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness**
- 2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran**



~~\*\*\*Note: Unlike the provisions for other FMLA/CFRA leave, 29 CFR 825.127 places no age limit on the definition of "son or daughter," as detailed below. In addition, 29 CFR 825.127 defines "next of kin" of a covered servicemember in relation to military caregiver leave.\*\*\*~~

**Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis. (29 CFR 825.127)**

**Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)**

**Next of kin means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)**

**Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)**

~~\*\*\*Note: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for veterans, as provided below. Pursuant to 29 CFR 825.127, one of the four conditions listed in item #2 below must be present for a veteran's injury or illness to qualify as a "serious injury or illness" for the purpose of this leave.\*\*\*~~

**Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)**

- 1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.**
- 2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:**
  - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating**



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**b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition**

**c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran**

**d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers**

~~\*\*\*Note: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 and 825.303 require the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.\*\*\*~~

**The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.**

~~\*\*\*Note: 29 CFR 825.310 authorizes the district to require employees to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember.\*\*\*~~

~~\*\*\*Note: The following paragraph is optional. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.\*\*\*~~

**An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the State Administrator/Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.**

~~\*\*\*Note: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to the DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.\*\*\*~~



**The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)**

~~\*\*\*Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regards to FMLA/CFRA leave is also applicable to military caregiver leave.\*\*\*~~

**During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.**

#### Notifications

~~\*\*\*Note: Both 29 CFR 825.300 and 2 CCR 11095 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. 2 CCR 11049 contains similar notice requirements for PDL purposes. Samples of notices which describe an employee's rights are available on the web sites of the California Department of Fair Employment and Housing and the DOL.\*\*\*~~

~~\*\*\*Note: 2 CCR 11095, as amended by Register 2015, No. 17, authorizes districts to meet the notice posting requirement through electronic posting and further clarifies the requirement for translation of the notice when 10 percent or more of the workforce at any facility are persons with a primary language other than English.\*\*\*~~

**The State Administrator/Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:**

- 1. General Notice: Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)**

~~\*\*\*Note: Pursuant to 2 CCR 11050 and 11091, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to~~



~~begin; see the section entitled "Request for Leave" above. 2 CCR 11049 and 11091 specify that districts requiring such notice from employees must give them "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement.\*\*\*~~

~~\*\*\*Note: The following optional paragraph is for use by districts that require employees to provide advance notice.\*\*\*~~

**The general notice shall also explain an employee's obligation to provide the State Administrator/Superintendent or designee with at least 30 days notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091)**

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

**2. Eligibility Notice: When an employee requests leave, including PDL, or when the State Administrator/Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the State Administrator/Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)**

**3. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the State Administrator/Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)**

**a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying**

~~\*\*\*Note: Item #3b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See the section entitled "Release to Return to Work" above.\*\*\*~~

**b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification**

**c. The employee's right to use paid leave, whether the district will require use of paid**



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leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial
- f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the State Administrator/Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. Designation Notice: When the State Administrator/Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

~~\*\*\*Note: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be used during an otherwise unpaid family care and medical leave, whether the district requires an employee to present release to return to work certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See the sections entitled "Use/Substitution of Paid Leave" and "Release to Return to Work" above. The following paragraph should be revised to reflect district practice.\*\*\*~~



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If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the State Administrator/Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

### Records

~~\*\*\*Note: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff 1, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.\*\*\*~~

The State Administrator/Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

### Legal Reference:

#### EDUCATION CODE

44965 Granting of leaves of absence for pregnancy and childbirth

#### FAMILY CODE

297-297.5 Rights, protections, and benefits under law; registered domestic partners

300 Validity of marriage

#### GOVERNMENT CODE

12926 Fair employment and housing act, definitions

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.1-12945.2 California Family Rights Act

12946 Fair Employment and Housing Act: discrimination prohibited

#### CODE OF REGULATIONS, TITLE 2

11035-11051 Sex discrimination: pregnancy, childbirth and related medical conditions

11087-11098 California Family Rights Act

#### UNITED STATES CODE, TITLE 1

7 Definition of marriage

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**UNITED STATES CODE, TITLE 29**

**2601-2654 Family and Medical Leave Act of 1993, as amended**

**UNITED STATES CODE, TITLE 42**

**2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008**

**CODE OF FEDERAL REGULATIONS, TITLE 29**

**825.100-825.800 Family and Medical Leave Act of 1993**

**COURT DECISIONS**

**United States v. Windsor, (2013) 699 F.3d 169**

**Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864**

**Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045**

**Management Resources:**

**FEDERAL REGISTER**

**The Family and Medical Leave Act; Final Rule; February 6, 2013. Vol. 78, No. 25, pages 8903-8947**

**U.S. DEPARTMENT OF LABOR PUBLICATIONS**

**Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers**

**WEB SITES**

**California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>**

**U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>**

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

First Reading: October 21, 2015

Adopted:

King City, California



## Personnel

### Staff Development

The State Administrator/Governing Board recognizes that classified staff does essential work that supports a healthy school environment and the educational program. Classified staff shall have opportunities to participate in staff development activities in order to improve job skills, learn best practices, retrain as appropriate in order to meet changing conditions in the district, and/or enhance personal growth.

(cf. 3100 - Budget)  
 (cf. 3350 - Travel Expenses)  
 (cf. 4200 - Classified Personnel)  
 (cf. 4261.3 - Professional Leaves)

The State Administrator/Superintendent or designee shall involve classified staff, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district goals, school improvement objectives, the local control and accountability plan, and other district and school plans.

(cf. 0000 - Vision)  
 (cf. 0200 - Goals for the School District)  
 (cf. 0420 - School Plans/Site Councils)  
 (cf. 0420.1 - School-Based Program Coordination)  
 (cf. 0460 - Local Control and Accountability Plan)  
 (cf. 0520.2 - Title I Program Improvement Schools)  
 (cf. 0520.3 - Title I Program Improvement Districts)

Staff development may address general workplace skills and/or skills and knowledge specific to the duties of each classified position, including, but not limited to, the following topics: (Education Code 45391)

1. Student learning and achievement
  - a. How paraprofessionals can assist teachers and administrators to improve the academic achievement of students
  - b. Alignment of curriculum and instructional materials with Common Core State Standards
  - c. The management and use of state and local student data to improve student learning

d. Best practices in appropriate interventions and assistance to at-risk students

- (cf. 4222 - Teacher Aides/Paraprofessionals)
- (cf. 5121 - Grades/Evaluation of Student Achievement)
- (cf. 5123 - Promotion/Acceleration/Retention)
- (cf. 5149 - At-Risk Students)
- (cf. 6011 - Academic Standards)
- (cf. 6141 - Curriculum Development and Evaluation)
- (cf. 6143 - Courses of Study)
- (cf. 6161.1 - Selection and Evaluation of Instructional Materials)
- (cf. 6162.5 - Student Assessment)
- (cf. 6162.51 - State Academic Achievement Tests)

2. Student and campus safety

- (cf. 0450 - Comprehensive Safety Plan)
- (cf. 3515.3 - District Police/Security Department)
- (cf. 3515.5 - Sex Offender Notification)
- (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
- (cf. 4119.43/4219.43/4319.43 - Universal Precautions)
- (cf. 4157/4257/4357 - Employee Safety)
- (cf. 4158/4258/4358 - Employee Security)
- (cf. 5131 - Conduct)
- (cf. 5131.2 - Bullying)
- (cf. 5137 - Positive School Climate)
- (cf. 5138 - Conflict Resolution/Peer Mediation)
- (cf. 5145.9 - Hate-Motivated Behavior)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)

3. Education technology, including management strategies and best practices regarding the use of education technology to improve student performance

- (cf. 0440 - District Technology Plan)
- (cf. 1114 - District-Sponsored Social Media)
- (cf. 4040 - Employee Use of Technology)
- (cf. 6163.4 - Student Use of Technology)

4. School facility maintenance and operations, including new research and best practices in the operation and maintenance of school facilities, such as green technology and energy efficiency, that help reduce the use and cost of energy at school sites

- (cf. 3510 - Green School Operations)
- (cf. 3511- Energy and Water Management)



5. Special education, including best practices to meet the needs of special education students and to comply with any new state and federal mandates

- (cf. 6159 - Individualized Education Program)
- (cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
- (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
- (cf. 6164.6 - Identification and Education Under Section 504)

6. School transportation and bus safety

- (cf. 3540 - Transportation)
- (cf. 3541- Transportation for School-Related Trips)
- (cf. 3541.2 - Transportation for Students with Disabilities)
- (cf. 3542 - Bus Drivers)
- (cf. 3543 - Transportation Safety and Emergencies)

7. Parent involvement, including ways to increase parent involvement at school sites

- (cf. 1240 - Volunteer Assistance)
- (cf. 6020 - Parent Involvement)

8. Food service, including new research on food preparation to provide nutritional meals and food management

- (cf. 3550 - Food Service/Child Nutrition Program)
- (cf. 3551 - Food Service Operations/Cafeteria Fund)
- (cf. 3555 - Nutrition Program Compliance)

9. Health, counseling, and nursing services

- (cf. 5141 - Health Care and Emergencies)
- (cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
- (cf. 5141.22 - Infectious Diseases)
- (cf. 5141.23 - Asthma Management)
- (cf. 5141.24 - Specialized Health Care Services)
- (cf. 5141.26 - Tuberculosis Testing)
- (cf. 5141.27 - Food Allergies/Special Dietary Needs)
- (cf. 5141.3 - Health Examinations)
- (cf. 5141.52 - Suicide Prevention)
- (cf. 5141.6 - School Health Services)
- (cf. 6164.2 - Guidance/Counseling Services)

10. Environmental safety, including pesticides and other possibly toxic substances so that they may be safely used at school sites

(cf. 3514 - Environmental Safety)  
(cf. 3514.1 - Hazardous Substances)  
(cf. 3514.2 - Integrated Pest Management)  
(cf. 6161.3 - Toxic Art Supplies)

~~For classroom instructional aides, staff development activities may also include academic content of the core curriculum, teaching strategies, classroom management, or other training designed to improve student performance, conflict resolution, and relationships among students.~~

~~(cf. 4131—Staff Development)~~

~~\*\*\*Note: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 44277, as amended by SB 1060 (Ch. 199, Statutes of 2014), the district is required to evaluate any program of professional growth it offers to its teachers and classified employees who are involved in direct instruction of students based on specified criteria. For details of the requirement related to teachers, see BP 4131—Staff Development.\*\*\*~~

**For classroom instructional aides or other classified staff involved in direct instruction of students, staff development activities may also include academic content of the core curriculum, teaching strategies, classroom management, or other training designed to improve student performance, conflict resolution, and relationships among students. Such professional learning opportunities shall be evaluated based on criteria specified in Education Code 44277 and BP 4131 - Staff Development.**

The district's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

(cf. 4215 - Evaluation/Supervision)

The State Administrator/Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

41530-41533 Professional Development Block Grant

44032 Travel expense payment

45380-45387 Retraining and study leave (classified employees)

45390-45392 Professional development for classified school employees



52060-52077 Local control and accountability plan

56240-56245 Staff development; service to persons with disabilities

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085

Management Resources:

WEB SITES

California Association of School Business Officials: <http://www.casbo.org>

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

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Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: October 21, 2015

Adopted:

King City, California

## AR 5121 Students

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT**

Written report cards displaying students' grades in each subject or course shall be distributed to parents/guardians at the end of each grading period. Parents/guardians shall be offered an opportunity to meet with their child's teacher(s) to discuss the grades and strategies to improve their child's performance.

*(cf. 6020 - Parent Involvement)*

Whenever it becomes evident to a teacher that a student is in danger of failing a course, the teacher shall arrange a conference with the student's parent/guardian or send the parent/guardian a written report. (Education Code 49067)

*(cf. 5123 - Promotion/Acceleration/Retention)*

For each student in grades 9-12, the State Administrator/Superintendent or designee shall maintain a transcript recording the courses taken, the term that each course was taken, credits earned, final grades, and date of graduation.

*(cf. 5125 - Student Records)*

*(cf. 6146.1 - High School Graduation Requirements)*

**Grades for Achievement**

Grades for achievement shall be reported for each grading period as follows:

A	(90-100%)	Outstanding Achievement	4.0 grade points
B	(80-89%)	Above Average Achievement	3.0 grade points
C	(70-79%)	Average Achievement	2.0 grade points
D	(60-69%)	Below Average Achievement	1.0 grade points
F	(0-59%)	Little or No Achievement	0 grade points
I		Incomplete	0 grade points

An Incomplete shall be given only when a student's work is not finished because of illness or other excused absence. If not made up within six weeks, the Incomplete shall become an F.

Because of the more rigorous nature of Advanced Placement, honors, and concurrent postsecondary courses, students receiving a grade of A, B, or C in those courses shall receive extra grade weighting as follows:

A	(90-100%)	Outstanding Achievement	5.0 grade points
B	(80-89%)	Above Average Achievement	4.0 grade points
C	(70-79%)	Average Achievement	3.0 grade points



*(cf. 6141.5 - Advanced Placement)*  
*(cf. 6172 - Gifted and Talented Student Program)*  
*(cf. 6172.1 - Concurrent Enrollment in College Classes)*

At no time shall extra grade weighting be provided as a result of a student's performance on certain tests and/or examinations; including, but not limited to: Advanced Placement (AP), California High School Exit Examination (CAHSEE), and Content Standards Tests (CST).

#### Grades for Physical Education

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, because of circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code 49066)

*(cf. 6142.7 - Physical Education)*

If a student is excused from a physical education class due to medical (and/or religious) reasons, an alternative means for acquiring the required P.E. credit shall be provided. Medical excuses shall be provided by a licensed physician.

Student performance in high school physical education courses shall be based upon evaluation of the student's individual progress, attainment of goals in each instructional area, tests designed to determine skill and knowledge, and physical performance tests. (5 CCR 10060)

High school students may use interscholastic athletic participation to fulfill physical education requirements, as authorized by Education Code 51242; and may be graded on this participation provided that a district-employee, credentialed to teach physical education, supervises this participation and assigns the grade. A district physical education committee will determine the methods of determining the amount of supervised interscholastic athletic participation needed for a grade to be assigned.

*(cf. 6145.2 - Athletic Competition)*

#### Grades for College Courses

When the district has approved a student to receive district credit for coursework completed at a community college or four-year college, he/she shall receive the same letter grade as is granted by the college.

### **Grades for Citizenship, Study Skills, and Effort**

Grades for citizenship, study skills, and effort shall be reported as follows:

O	Outstanding
S	Satisfactory
N	Needs Improvement

### **Pass/Fail Grading**

The State Administrator/Superintendent or designee may identify courses or programs for which students may, with parent/guardian permission, elect to earn a Pass or Fail grade instead of a A-F letter grade.

Students who receive a Pass grade shall acquire the appropriate semester units of credit for the course. The grade shall not be counted in determining class rank, honors list, or membership in

the California Scholarship Federation. Students who receive a Fail grade shall not receive credit for taking the course.

### **Repeating Classes**

With the approval of the principal or designee, a student may repeat a course in order to raise his/her grade. Both grades received shall be entered on the student's transcript, but the student shall receive credit only once for taking the course.

The highest grade received shall be used in determining the student's overall grade point average (GPA).

### **Withdrawal from Classes**

A student who drops a course during the first six weeks of the grading period may do so without any entry on his/her permanent record card. A student who drops a course after the first six weeks of the grading period shall receive an F grade on his/her permanent record, unless otherwise decided by the principal or designee because of extenuating circumstances.

### **Effect of Absences on Grades**

Teachers who withhold class credit because of excessive unexcused absences shall so inform students and parents/guardians at the beginning of the school year or semester. Each time an unexcused absence occurs the student and parent/guardian shall again be notified of the district's policy regarding excessive unexcused absences. When a student has 4 unexcused absences a phone call and/or meeting will be arranged with the parent.

(cf. 5113 - Absences and Excuses)



The student and parent/guardian shall have a reasonable opportunity to explain the absences. (Education Code 49067)

If a student receives a failing grade because of excessive unexcused absences, the student's record shall specify that the grade was assigned because of excessive unexcused absences. (Education Code 49067)

Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date the student left school
2. A verified court appearance or related court-ordered activity

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

### **Grade Point Average**

The State Administrator/Superintendent or designee shall calculate each student's GPA using the grade points assigned to each letter grade in accordance with the scale described in the section "Grades for Achievement" above. The grade points for all applicable coursework shall be totaled and divided by the number of courses completed.

*(cf. 5126 - Awards for Achievement)*  
*(cf. 6145 - Extracurricular and Cocurricular Activities)*

When plus and minus designations are added to letter grades, they shall not be considered in determining GPA. Plus designations are limited to B+, C+, D+, and minus designations are limited to A-, B-, C-, D-.

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~~\*\*\*Note: As amended by AB 2160 (Ch. 679, Statutes of 2014), Education Code 69432.9 provides that all students in grade 12 will be considered Cal Grant applicants unless they opt out of the program. The GPA of all students in grade 12 who have not opted out of the program shall be submitted to the Student Aid Commission. See AR 5125 - Student Records for related requirements.\*\*\*~~

**Each academic year, the State Administrator/Superintendent or designee shall provide to the Student Aid Commission the GPA of all district students in grade 12, except for students who have opted out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9)**

AR 5121 (e)

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
First Reading: October 21, 2015  
Adopted: King City, California



## BP 5131.2 Students

## Bullying

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

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

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes

breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

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

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1220 - Citizen Advisory Committees)

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

(cf. 6020 - Parent Involvement)

~~\*\*\*Note: Because bullying is not limited to one environment, collaboration among a variety of community agencies and organizations that serve youth may be helpful in preventing and responding to bullying. For further information about building a collaborative, see CSBA's publications Safe Schools: Strategies for Governing Boards to Ensure Student Success and Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement.\*\*\*~~

**As appropriate, the State Administrator/Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.**

**(cf. 1020 - Youth Services)**

#### Bullying Prevention

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

(cf. 5137 - Positive School Climate)

(cf. 6164.2 - Guidance/Counseling Services)

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

(cf. 6163.4 - Student Use of Technology)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History-Social Science Instruction)

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

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

#### Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the State Administrator/Superintendent or designee



shall develop means for students to report threats or incidents confidentially and anonymously.

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

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

**The State Administrator/Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)**

**(cf. 6164.2 - Guidance/Counseling Services)**

#### Complaints and Investigation

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

~~\*\*\*Note: The following reporting process may be revised to reflect district practice.\*\*\*~~

**Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.**

**Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.**

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

~~When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.~~



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

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

~~\*\*\*Note:— Districts have the authority to monitor student use of the district's Internet system and to conduct individual searches of student accounts if there is reasonable suspicion that a user has violated district policy or the law; see BP/AR 5145.12— Search and Seizure and BP/AR 6163.4— Student Use of Technology\*\*\*.~~

**When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the State Administrator/Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.**

**When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.**

### Discipline

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

~~(cf. 5138— Conflict Resolution/Peer Mediation)~~

~~(cf. 5144— Discipline)~~

~~(cf. 5144.1— Suspension and Expulsion/Due Process)~~

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

~~(cf. 6159.4— Behavioral Interventions for Special Education Students)~~

Legal Reference:

EDUCATION CODE



200-262.4—Prohibition of discrimination  
32282—Comprehensive safety plan  
35181—Governing board policy on responsibilities of students  
35291-35291.5—Rules  
48900-48925—Suspension or expulsion  
48985—Translation of notices

PENAL CODE

647—Use of camera or other instrument to invade person's privacy; misdemeanor  
647.7—Use of camera or other instrument to invade person's privacy; punishment  
653.2—Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 47

254—Universal service discounts (e-rate)

COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094  
Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

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

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

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

Bullying at School, 2003

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

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

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

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

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

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

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

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

## Discipline

~~\*\*\*Note: Pursuant to Education Code 48900-48900.4, "bullying" is a ground for suspension or expulsion; see AR 5144.1—Suspension and Expulsion/Due Process.\*\*\*~~

~~\*\*\*Note: The courts have generally upheld discipline for off-campus student conduct that posed an identifiable threat to the safety of other students, staff, or school property or presented a risk of substantial disruption of school activities, provided that the district was able to document the impact or disruption that the conduct had, or could be expected to have, on school activities (e.g., Wynar v. Douglas County School District, Lavine v. Blaine School District). In addition, courts have analyzed the reasonableness of the district's policy and whether the disciplinary action taken by the district was in proportion to the student's misbehavior. For example, the court in J.C. v. Beverly Hills Unified School District found that the district would be able to discipline a student for a video recorded off campus and posted on YouTube, but that the discipline imposed on this particular student was not justified since the district did not present evidence of specific facts that led school officials to predict that the video would cause substantial disruption (e.g., the video was not violent or threatening nor did it lead to any confrontations between the students).\*\*\*~~

~~\*\*\*Note: Consistent with these interpretations, Education Code 48900 defines bullying by means of an electronic act to include creation or transmission originating on or off the school site. Thus, for purposes of determining whether the conduct may be subject to suspension or expulsion, the act does not necessarily need to have been committed while at school, while coming to or from school, or during a school-sponsored activity. Nevertheless, the act needs to satisfy the criteria specified in the definition of "bullying" in Education Code 48900 (i.e., a severe or pervasive physical or verbal act or conduct that has or can be reasonably predicted to have the effect of placing a reasonable student in fear of harm to his/her person or property, causing a substantially detrimental effect on his/her physical or mental health, causing substantial interference with his/her academic performance, or causing substantial interference with his/her ability to participate in or benefit from school services, activities, or privileges).\*\*\*~~

~~\*\*\*Note: When the conduct does not rise to the level specified in Education Code 48900, the district may implement interventions other than suspension or expulsion to address the bullying. For further information, see CSBA's policy brief Cyberbullying: Policy Considerations for Boards. Also see BP 5131—Conduct and BP 5145.2—Freedom of Speech/Expression.\*\*\*~~

~~\*\*\*Note: Additionally, districts should note that, in the context of discriminatory bullying on the basis of race, color, national origin, sex, or disability, federal law and regulations require school districts to impose discipline on students, up to and including suspension and expulsion, where necessary to remedy the effects of a hostile environment and prevent the discrimination from recurring.\*\*\*~~



Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

- (cf. 5138 - Conflict Resolution/Peer Mediation)
- (cf. 5144 - Discipline)
- (cf. 5144.1 - Suspension and Expulsion/Due Process)
- (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
- (cf. 6159.4 - Behavioral Interventions for Special Education Students)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

- (cf. 4118 - Dismissal/Suspension/Disciplinary Action)
- (cf. 4119.21/4219.21/4319.21 - Professional Standards)
- (cf. 4218 - Dismissal/Suspension/Disciplinary Action)

**Legal Reference:**

**EDUCATION CODE**

- 200-262.4 Prohibition of discrimination
- 32282 Comprehensive safety plan
- 32283.5 Bullying; online training
- 35181 Governing board policy on responsibilities of students
- 35291-35291.5 Rules
- 48900-48925 Suspension or expulsion
- 48985 Translation of notices
- 52060-52077 Local control and accountability plan

**PENAL CODE**

- 422.55 Definition of hate crime
- 647 Use of camera or other instrument to invade person's privacy; misdemeanor
- 647.7 Use of camera or other instrument to invade person's privacy; punishment
- 653.2 Electronic communication devices, threats to safety

**CODE OF REGULATIONS, TITLE 5**

- 4600-4687 Uniform complaint procedures

**UNITED STATES CODE, TITLE 47**

- 254 Universal service discounts (e-rate)

**CODE OF FEDERAL REGULATIONS, TITLE 28**

- 35.107 Nondiscrimination on basis of disability; complaints

**CODE OF FEDERAL REGULATIONS, TITLE 34**

- 104.7 Designation of responsible employee for Section 504

- 106.8 Designation of responsible employee for Title IX
- 110.25 Notification of nondiscrimination on the basis of age

#### COURT DECISIONS

- Wynar v. Douglas County School District, (2013) 728 F.3d 1062
- J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
- Lavine v. Blaine School District, (2002) 279 F.3d 719

#### Management Resources:

##### CSBA PUBLICATIONS

- Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014
- Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
- Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012
- Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
- Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009
- Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

##### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

- Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
- Bullying at School, 2003

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

- Dear Colleague Letter: Bullying of Students with Disabilities, August 2013
- Dear Colleague Letter: Harassment and Bullying, October 2010

##### WEB SITES

- CSBA: <http://www.csba.org>
- California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>
- Common Sense Media: <http://www.commonsensemedia.org>
- National School Safety Center: <http://www.schoolsafety.us>
- ON[the]LINE, digital citizenship resources: <http://www.onthelineca.org>
- U.S. Department of Education: <http://www.ed.gov>

(4/13 10/14) 7/15

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
First Reading: October 21, 2015  
Adopted: King City, California



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

**SUBJECT:** Approval of Contract with Peggy Barker, M.S. ATP    **MEETING:** October 21, 2015

**AGENDA SECTION:**

- ACTION
- INFORMATION
- ACTION/CONSENT

Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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:

For the 2015/16 school year – the District needs to contract with Peggy Barker, M.S. ATP to provide teacher and student training and support in the use of assistive technology and augmentative communication devices.

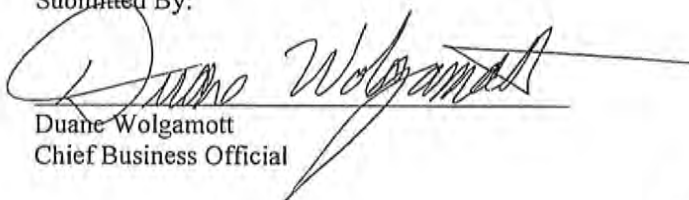
Recommendation:

The recommendation is being made for the State Administrator to approve the contract with Peggy Barker, M.S. ATP to provide teacher and student training and support in the use of assistive technology and augmentative communication devices.

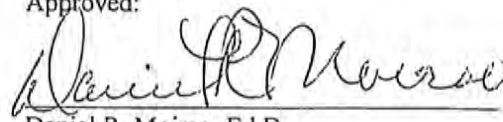
Fiscal Impact:

General Fund – Special Education Budget – Not to exceed \$3,000

Submitted By:

  
Duane Wolgamott  
Chief Business Official

Approved:

  
Daniel R. Moirao, Ed.D.  
State Administrator



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

AGREEMENT TO FURNISH CONSULTANT SERVICES

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

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

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

**I. TERM:**

The effective date of the agreement is September 4, 2015 and it terminates June 30, 2016 unless sooner terminate as provided herein.

**II. PAYMENT LIMIT**

- Consultant will be paid \$135.00 per hour to include travel time (3 hrs. round-trip to SMCJUHSD).
- Total payment(s) to Consultant, under this contract shall not exceed \$3,000.

**III. DISTRICT OBLIGATION:**

In consideration 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**

The Consultant will provide teacher and student training and support in the use of assistive technology and augmentative communication devices.

**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:

Peggy Barker / AT Consultant  
CONSULTANT / TITLE

[Signature]  
CONTRACT OFFICER OF THE  
South Monterey County Joint Union High School District

Date 9/8/15

Date 9/23/15

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:

Peggy Barker AT Consultant  
CONSULTANT / TITLE (Please Print)

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

Phone number

Cell Phone

Account code: 01-6500-0-5770-1110-5000-00-000-0000-0000

CBO signature [Signature] Date: 9/23/15

Routing:

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



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

**SUBJECT:** Approval of Contract with Dolinka Group, LLC

**MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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 is required by Education Code to publically report annually and every five years on the collection and use of the developer fees collected by the District. The District contracted with Dolinka Group, LLC to do this report as they are working with this District and the other districts in Monterey County on redevelopment and facilities matters.

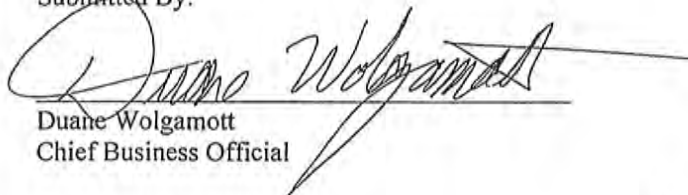
Recommendation:

The recommendation is being made for the State Administrator to approve the contract with Dolinka Group, LLC for the 2015-16 annual and five year developer fee report.


Fiscal Impact:

Total cost to Fund 25 is \$2,800.

Submitted By:

  
Duane Wolgamott  
Chief Business Official

Approved:

  
Daniel R. Moirao, Ed.D.  
State Administrator



## AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date"), by and between South Monterey County Joint Union High School District at 800 Broadway Street, King City, CA 93930, hereinafter called "Client", and Dolinka Group, LLC at 8955 Research Drive, Irvine, CA 92618, hereinafter called "Consultant". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows:

### ARTICLE I.

#### SERVICES TO BE PERFORMED BY CONSULTANT

**Section 1.1** Consulting Services, Statement of Work. Client hereby retains Consultant to perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work" or "SOW") as attached as Exhibit A to this Agreement. The Consulting Services and the Statement of Work are governed by this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the SOW, the terms of this Agreement shall control. This Agreement along with the SOW shall be referred to hereinafter as the "Agreement". Consultant may subcontract any portion of the Consulting Services, provided that Consultant shall notify Client in writing of the name and address of any proposed subcontractor and Client either consents or fails to respond to the notification with respect to the use of any particular proposed subcontractor within ten (10) business days of delivery thereof.

**Section 1.2** No Agency. The relationship of Client and Consultant hereunder is that of independent contractors. In all matters relating to this Agreement, each of Client and Consultant shall be solely responsible and liable for the acts of its employees and agents, and the employees or agents of either party shall not be considered employees or agents of the other party. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party, nor shall Client or Consultant act or represent or hold itself out as having authority to act as an agent or partner of the other, or in any way to bind or commit the other to any obligations. Nothing in this Agreement is intended to create or constitute, nor does it create or constitute, an employment, joint venture, partnership, agency, trust or other relationship or association of any kind between the parties.

### ARTICLE II.

#### OWNERSHIP; USE

**Section 2.1** Consultant Materials. As between Client and Consultant, Consultant owns any and all, including all intellectual property rights therein, (collectively, "Consultant Materials") (a) computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods used by Consultant in the performance of the Consulting Services, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Consulting Services or otherwise under this Agreement.

**Section 2.2** Client's Rights and Obligations. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a right to use the hard copy or electronically transmitted reports portion of the Consultant Materials generated pursuant to the Consulting Services (each a "Report"). Client shall not reuse (for any purpose other than the purpose for which the Report was intended) or make any modification to the Reports without the

*COMMITTED TO EDUCATION. PARTNERS FOR THE FUTURE.*



prior written authorization of the Consultant. As Consultant is performing the Consulting Services solely for the benefit of Client, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, employees and subcontractors against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from or in any way connected with the unauthorized use of the Consultant Materials or the unauthorized use, reuse or modification of the Reports by or through Client.

**Section 2.3** Rights. Consultant reserves all rights in the Consultant Materials, including without limitation the Reports, not granted hereunder. Nothing in this Agreement shall prohibit Consultant from using the Consultant Materials for any purpose either during the term of this Agreement or thereafter. Without limiting the generality of the foregoing, Client acknowledges that Consultant may have used reports and analyses that Consultant authored for other clients as base works or templates for the Reports, and Client acknowledges and agrees that Consultant has the right to use the Reports as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however that Consultant shall not use any Confidential Information (defined below) provided by Client in such future reports and analyses. Client further acknowledges and agrees that Consultant has spent and will spend substantial time and effort in collection and compiling data and information (including without limitation Client Data, as defined below) (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Client's Confidential Information that may be contained in such Data Compilations, unless such information is used only on an aggregated and anonymous basis.

### **ARTICLE III. COMPENSATION**

**Section 3.1** Fees. Client shall pay Consultant a professional fee computed according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Consulting Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the Statement of Work, any other agreed-to expansion of the Consulting Services to be rendered hereunder or upon agreement of the parties. Rates are exclusive of taxes, levies, duties, governmental charges or expenses. If Consultant is required to pay any of the foregoing based on Consultant Services provided under this Agreement, such taxes, levies, duties, governmental charges and expenses (with the exception of any Consultant's income taxes) will be billed and paid by Client.

**Section 3.2** Reimbursement. Client agrees that it shall reimburse Consultant for Consultant's out-of-pocket expenses incurred in performance of the Consulting Services plus a 15% administrative charge calculated thereon. Expenses of Consultant in the performance of any Consulting Services may include, without limitation, the following:

- (a) Cost of clerical assistance @ \$50.00 per hour;
- (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, travel, lodging and regularly scheduled commercial airline ticket costs;
- (c) Third-party photographic reproduction and data purchases; and
- (d) Cost of photocopies, facsimile, postage, overnight deliveries, conference call hosting, and phone calls at 5% of Consulting Services billed.



**Section 3.3** Invoices. On or about the fifteenth (15) day following each month during which Consulting Services are rendered hereunder, or as soon as is reasonably practicable thereafter, Consultant shall deliver to Client an invoice covering the Consulting Services performed and the reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed against past due accounts. Payment of invoices shall not be subject to any discounts or set-offs by Client, unless agreed to in writing by Consultant.

**Section 3.4** Records. Consultant shall maintain records of its fees relating to the Consulting Services performed and any reimbursable expenses incurred under this Agreement for review by an authorized representative of Client for a period of three (3) years from the date of each invoice delivered by Consultant in relation thereto, provided, however, that (a) Client shall be entitled to no more than one such review per year, (b) any such reviews shall take place during normal business hours, and (c) all authorized representatives of Client performing a review under this Section 3.4 shall first sign a nondisclosure agreement in form and substance reasonably satisfactory to Consultant protecting Consultant's confidential information before conducting such review.

#### ARTICLE IV. OTHER AGREEMENTS OF CONSULTANT

**Section 4.1** Performance. Consultant shall perform the Consulting Services in accordance with the Statement of Work and the applicable generally accepted industry standards and practices. Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the Consulting Services, including any errors, omissions or inconsistencies in the Reports. Subject to Section 5.2, should any errors in the Reports caused by Consultant's negligence be detected within thirty (30) days after the applicable Consulting Services were performed, Client's sole remedy and Consultant's exclusive liability shall be for Consultant, at Consultant's option, to (a) correct the error at no additional charge to Client by revising the Reports to eliminate the errors; or (b) refund to Client the amount paid by Client for the deficient portion of the Consulting Service(s) that resulted in the error.

**Section 4.2** Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

**Section 4.3** Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Consulting Services as required by law. Consultant agrees that it shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

**Section 4.4** Liability Insurance. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client upon request.

#### ARTICLE V. OTHER AGREEMENTS OF CLIENT

**Section 5.1** Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant and which is reasonably necessary to the performance of the Consulting Services. Client shall also satisfy any assumptions and perform any Client obligations identified in the Statement of Work, and shall comply with all applicable laws and regulations in performing hereunder.



**Section 5.2**     Client Responsibility.

(a) Client acknowledges that, in performing the Consulting Services and preparing the Reports, Consultant will be using and relying upon various data, reports, studies, computer printouts and other information, documents and representations as to facts, the source of which may be Client, public agencies or other third-parties, (all of which shall be referred to herein as the "Client Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in preparing the Reports and performing the other Consulting Services hereunder, and that Consultant shall not be obligated to establish or verify the accuracy of the Client Data, nor shall Consultant be responsible for the impact or effect of Client Data on its work products (including without limitation the Reports) in the event that such Client Data is in error and therefore introduces error into the work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver to Consultant the Client Data delivered to Consultant hereunder and neither the Client Data, nor its use as contemplated hereunder, shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that the Client Data does not contain any viruses or other damaging or disabling code.

(c) Client shall defend, indemnify and hold Consultant harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with the performance of the Consulting Services under this Agreement when such Claims arise from, relate to, or in any way result from (i) errors contained in Client Data furnished to Consultant, or (ii) Client's breach of its warranties or covenants hereunder. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

**Section 5.3**     Testimony. In the event that court appearances, testimony or depositions are required of Consultant by Client in connection with the Consulting Services rendered hereunder, and the parties do not separately contract for such additional services, Client shall compensate Consultant for such appearances at a rate of \$300 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis. In the event Consultant is subpoenaed by a third-party in relation to services provided under this Agreement, fulfilling such obligations will be considered out of scope services and be billed based on time and materials expended.

**Section 5.4**     Non-Solicitation. Client shall not solicit the employment of or hire any of Consultant's employees during the term, and for one year following the termination of, this Agreement; provided, however, that the foregoing restrictions shall not prohibit Client from generalized solicitation or advertising, including the use of an independent employment agency or search firm whose efforts are not specifically directed at such employees. Notwithstanding the foregoing, such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason (other than through breach of this Section 5.4), or (b) whose employment or solicitation thereof has been agreed upon in writing by Consultant.

**ARTICLE VI.**  
**TERM; TERMINATION**

**Section 6.1**     Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.



**Section 6.2** Convenience. Either party may terminate this Agreement (and the Statement of Work) for convenience upon thirty (30) prior written days' notice to the other party.

**Section 6.3** Breach. Either party may terminate this Agreement (and the Statement of Work) with written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, which breach is not cured within three (3) days' written notice from the other party. Without limiting the generality of the foregoing, if Client fails to make payments when due hereunder, Consultant may suspend performance of the Consulting Services upon notice to Client. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (provided that Consultant has not terminated the Agreement in the interim), Consultant shall resume Consulting Services under this Agreement, and the Statement of Work shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

**Section 6.4** Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

**Section 6.5** Survival. Sections 1,2, 3.1, 3.2, 3.3, 5.2, 5.4, 6.4, 6.5 and Articles II, VII and VIII shall survive the expiration or termination of this Agreement.

## **ARTICLE VII.** **CONFIDENTIALITY**

**Section 7.1** Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors or business in general. The term Confidential Information shall not include any item of information which: (i) the receiving party can prove was in its possession without a duty of confidentiality prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

**Section 7.2** Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information of the disclosing party in confidence and not disclose the other party's Confidential Information to anyone except its employees who have a need to know and who are at all times informed of, and understand that they are bound to observe, the same confidentiality and nondisclosure restrictions and obligations as are set forth in this Agreement; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect the other party's Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care.

**Section 7.3** Compelled Disclosure. If either receiving party is requested or required by law or legal process to disclose any of the disclosing party's Confidential Information, the person required to disclose such Confidential Information shall provide the disclosing party with prompt oral and written notice, so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the disclosing party's Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order



or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.

**Section 7.4** Injunctive Relief. Each party, as a receiving party, agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

## **ARTICLE VIII. GENERAL PROVISIONS**

**Section 8.1** Notice. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: [bdolinka@dolinkagroup.com](mailto:bdolinka@dolinkagroup.com); Client: \_\_\_\_\_), but each party may change the address by written notice in accordance with the first sentence of this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

**Section 8.2** Assignment. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation without proper consent shall be void. This Agreement shall inure to the benefit of and shall be binding upon the party's respective successors and permitted assigns.

**Section 8.3** Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term is used in Section 87100 of Title 9 of the California Government Code. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms are used in Section 87100. Client and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in Section 87100.

**Section 8.4** Entire Agreement. This Agreement and Exhibits A and B hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of the Consulting Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending or replacing such statute.

**Section 8.5** Amendment. This Agreement and any exhibit hereto (including the Statement of Work) may not be amended or modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both parties.

**Section 8.6** Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.



**Section 8.7**     Dispute Resolution.

(a)     Except as set forth in Section 7.4, the parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association. If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration.

(b)     Except as set forth in Section 7.4, on the written request of one party served on the other, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association and the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The arbitration shall take place in Orange County, California, or such other location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The Client-selected arbitrator and the Consultant-selected arbitrator shall then select a third arbitrator, which arbitrator shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. The parties are not required to hire an AAA arbitrator for resolution of a dispute hereunder. No arbitration shall include by way of consolidation or joinder any parties or entities not a party to this Agreement without the express written consent of Client, Consultant and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(c)     The prevailing party in any arbitration brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

**Section 8.8**     Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.

**Section 8.9**     Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. The Consulting Services are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

**Section 8.10**     DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER CONSULTANT NOR CLIENT, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



**Section 8.11 Force Majeure.** Neither party will be liable for any failure to perform (except for payment of monies due hereunder) due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

**Section 8.12 Limitation.** The parties intend that the Consulting Services shall not subject the Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with the Consulting Services. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.

**Section 8.13 DISCLAIMER.** EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES UNDER THIS AGREEMENT, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE.

**Section 8.14 Limitation of Liability.** In recognition of the relative risks and benefits of the Consulting Services to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that, except for breach of Article VII by Consultant, Consultant's total aggregate liability under or relating to this Agreement for any cause of action, including contract, tort and otherwise, shall not exceed the sum of amounts actually paid to Consultant under this Agreement. The limitations of liability set forth in this Article VIII and exclusion of certain damages shall apply regardless of the success or effectiveness of any of the exclusive remedies provided for under this Agreement. Any action against Consultant must be brought within eighteen (18) months after the cause of action arises.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

Dolinka Group, LLC

South Monterey County Joint Union  
High School District

By: \_\_\_\_\_  
Benjamin Dolinka  
President/CEO

By: \_\_\_\_\_

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

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

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## EXHIBIT A

### STATEMENT OF WORK

#### **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT ANNUAL AND FIVE YEAR REPORT SERVICES**

Dolinka Group, LLC will provide consulting services to the South Monterey County Joint Union High School District ("Client" or "School District") in fiscal year 2015/2016 to prepare the Annual and Five Year Reports ("Reports").

The specific activities and tasks to be performed under this Scope of Work include the following:

##### **Activity I. Annual Report Analysis**

This activity will involve preparing an Annual Report which will provide an accounting of the sources and uses of funds for the previous fiscal year.

##### **Task 1 Identify Funds and Collection of Fees**

This task involves the identification of each fund, the type of fee deposited into each fund and the amount of fees deposited into each fund. For fees imposed on specific projects, identify the purpose of the Fees and what public improvements will be financed with the Fees.

##### **Task 2 Reconcile Account Balances**

This task involves illustrating the flow of money in each fund during the past fiscal year. Beginning with the balance at the start of the fiscal year, the Report will show (i) the amount of Fees which were collected and any interest earned on these monies, as well as monies received from third party sources such as the State, (ii) the amount and type of capital improvements which were paid for by fund monies including the total percentage of the cost of the public improvement that was funded with Fees, and (iii) the amount of each inter-fund transfer or loan made from the fund including a description of the public improvement which was funded by the transfer or, in the case of a loan, the date in which the loan will be repaid including all terms specified under the loan provision.

##### **Task 3 Estimate a Date in which School Facilities will Commence Construction**

This task involves identifying whether the School District has the monies within each of its construction funds sufficient to fund the construction or completion of construction of new school facilities. If it is determined that sufficient funds exist, identify an approximate start date by which the construction of the identified facilities will commence.

##### **Task 4 Disclosure of Refunds**

This task involves setting forth refunds that have occurred within the past fiscal year. If an approximate start date has not been determined within 180 days after the



School District determines that sufficient monies exist to fund the construction of new facilities, then the School District is obligated to issue a refund.

**Activity II. Five Year Report Analysis**

The Five Year Report will show whether the cost to house the students generated from residential development, exceeds the collection of Fees and other revenues received through June 30, 2015.

**Task 5 Determine the Purpose of the Fee**

This task involves quantifying the number of elementary, middle, high school, and interim leased facilities which are expected to be funded at least partially by the imposed Fees.

**Task 6 Establish the Relationship Between the Fee and the Facilities Funded by the Fee**

This task involves documenting the amount of school facilities impact and funding received from residential development between July 1, 2014, and June 30, 2015 (information shall be provided by the School District). This subtask will be accomplished by reviewing the Residential and Commercial/Industrial School Fee Justification Studies and other documentation of the School District.

**Task 7 Disclosure of Future Funding Sources**

This task involves the identification of all future sources of revenues for school facilities development.

**Activity III. Report Preparation**

This activity involves preparation of an Annual and Five Year Report ("Report") pursuant to the requirements of Senate Bill 1693.

**Task 8 Report Preparation**

This task involves preparing one (1) draft and one (1) final Report.

## EXHIBIT B

### FEE SCHEDULE

#### **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT ANNUAL AND FIVE YEAR REPORT SERVICES**

The proposed budget for services performed by Dolinka Group, LLC for South Monterey County Joint Union High School District ("Client" or "School District") under the Statement of Work shall be a flat fee of \$2,800 (plus expenses). This fee shall be payable in two (2) equal installments. The first installment of \$1,400 shall be payable upon execution of this Agreement by both parties and the second installment of \$1,400 shall be payable upon delivery of the completed Report.

In addition to fees for services, the School District shall reimburse Dolinka Group for out of pocket expenses as identified in Section 3.2 of the Agreement for Consulting Services.

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

**GOVERNING BOARD**

**SUBJECT:** Approval to Award Bid –  
GHS Fire Alarm Replacement Project

**MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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 prepared bid documents which went out for the Greenfield High School Fire Alarm Replacement Project. The Bid opening occurred on October 13, 2015, at 3:00 PM.

One bid was received for the amount of \$579,690.00. The bid documents are complete and the bid was below the estimate of \$600,000.


Recommendation:

The recommendation is being made for the State Administrator to award the bid for the Greenfield High School Fire Alarm Replacement Project to Johnson Electronics for the amount of \$579,690.00.

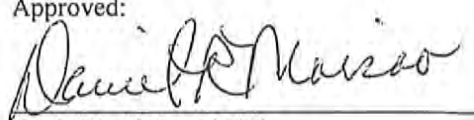
Fiscal Impact:

General Fund - Resource 8150 – Maintenance Repairs

Submitted By:

  
Duane Wolgamott  
Chief Business Official

Approved:

  
Daniel R. Moirao, Ed.D.  
State Administrator



SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

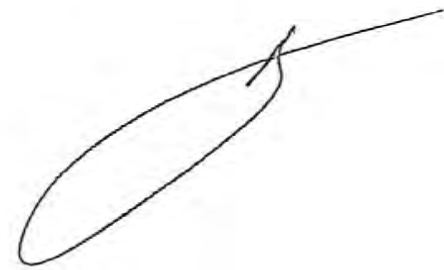
GREENFIELD HIGH SCHOOL: FIRE ALARM REPLACEMENT


Bid Results

October 13, 2015 @ 3:00pm

Required Bid Documents	Contractor A	Contractor B	Contractor C	Contractor D
General Contractor	Johnson Electronics			
Bid Bond	"10%"			
Subcontractor List	✓			
D.I.R. Registration	✓			
Fingerprinting Acknowledgement	✓			
No. of Addenda (5)	2			
Bid Amount	574,600 <sup>00</sup>			

-214-

 10-13-15 3:05 pm

 10/13/15 3:05 pm



Document 00 41 00 - Addendum 02

**BID FORM**

King City, California  
October 13, \_\_\_\_\_, 2015

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
District Office  
800 Broadway  
King City, CALIFORNIA 93930

Dear Board Members:

The undersigned doing business under the firm name of:

Johnson Electronics

hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

**FIRE ALARM REPLACEMENT  
GREENFIELD HIGH SCHOOL  
225 S. EL CAMINO REAL  
GREENFIELD, CALIFORNIA 93927**

prepared by:

**JK ARCHITECTURE, 11661 BLOCKER DRIVE, SUITE 120, AUBURN,  
CALIFORNIA, (530) 888-0998**

**BASE BID INCLUDES ALL WORK AS DESCRIBED IN CONTRACT DOCUMENTS INCLUDING BUT NOT LIMITED TO REPLACEMENT OF FIRE ALARM DETECTION SYSTEM CONTROL PANEL, DEVICES, AND CABLING FOR ALL PERMANAENT AND RELOCATABLE BUYILDINGS THROUGHOUT THE HIGH SCHOOL CAMPUS AS REQUIRED TO MEET THE 2013 BUILDING CODE STANDARDS.**

**BASE BID ALSO INCLUDES REPLACEMENT OF ALL UNDERGROUND EMCS WIRING, RECONNECTING TO EXISTING SYSTEM AND ENSURING ALL CONNECTIONS ARE INTACT.**

Five Hundred Seventy-nine Thousand Six Hundred Ninety and no/100 \_\_\_\_\_ Dollars  
(\$ 579,690.00)

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, telegraphed, or delivered:

78 Malarin Street  
Salinas, Ca. 93901

Our Public Liability and Property Damage Insurance is placed with:

Everest Indemnity Insurance Co.

Our Workers' Compensation Insurance is placed with:

Everest National Insurance Co.

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date 7/28/15 Addendum No. 4 Date 9/09/15

Addendum No. 2 Date 8/20/15 Addendum No. 5 Date 9/29/15

Addendum No. 3 Date 8/24/15 Addendum No.      Date     

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid



not containing the above information, or a bid containing information which is subsequently proven false, may be considered nonresponsive and may be rejected.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

**Owners Allowance.** *See form Schedule of Quantities and Pricing*

A project allowance shall be added to the final bid proposal by the contractor and be reflected in the final bid amount on the Bid Proposal sheet of this package for the owner's allowance. This allowance for the owners allowance shall be implemented on an as-needed basis at the sole discretion of the District or District's agent.

**Unforeseen Allowance.** *See form Schedule of Quantities and Pricing*

A project allowance of \$10,000 will be added to the final bid proposal for project and be reflected in the final bid amount on the Bid Proposal sheet of this package for unforeseen conditions. This allowance for unforeseen conditions shall be implemented on an as-needed basis at the sole discretion of the District or District's agent.

**Potholing Allowance.** *See form Schedule of Quantities and Pricing*

A project allowance of \$5,000 will be added to the final bid proposal for project and be reflected in the final bid amount on the Bid Proposal sheet of this package for any non-contract potholing. This allowance for potholing shall be implemented on an as-needed basis at the sole discretion of the District or District's agent.

Also, it should be noted in the bid docs that the schedule of quantities and pricing shall be part of the bid package that is turned in on bid day. Below is language I use:

**Documents Accompanying Bid Proposal.** Each Bid Proposal shall be accompanied by: (a) the required Bid Security; (b) Subcontractors List; (c) Non-Collusion Affidavit (d) Schedule of Quantities and Pricing; (e) DIR registration verification

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name Dick Johnson  
Title CEO  
Name of Company as Licensed Johnson Electronics  
Business Address 78 Malarin Street  
Salinas, California 93901  
Telephone Number (831) 424-6459

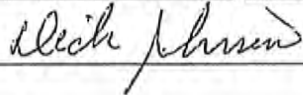
Contractor License No. 850025

Class and Expiration Date C-10, C-7 Exp. 11/30/2016

State of Incorporation, if Applicable California

Evidence of authority to bind corporation is attached.

Dated: October 13, 2015

Signed 



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

**SUBJECT:** Approval of Lease for Postage Machine

**MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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 lease on the existing District postage machine expires in November 2015. The buyout on the machine exceeds its value. The District is wanting to enter into a new 36 month lease contract with Neopost Northwest to replace this machine. For the 1<sup>st</sup> year the lease payments would be \$172.93/month and for the 2<sup>nd</sup> and 3<sup>rd</sup> year, the monthly lease payments would be \$217.93. At the end of the lease, the buyout amount is \$1.00 to keep the machine.

The monthly lease payments include the postage meter rental fee for the US Post Office and maintenance fees for the machine and are lower than we are currently paying.

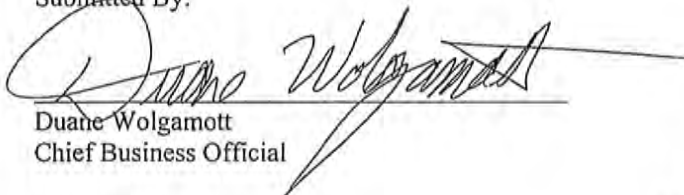
Recommendation:

The recommendation is being made for the State Administrator to accept the 36 month lease of a new District Postage Machine with Neopost Northwest.


Fiscal Impact:

General Fund - \$7,305.48 over three years.

Submitted By:

  
Duane Wolgamott  
Chief Business Official

Approved:

  
Daniel R. Moirao, Ed.D.  
State Administrator

### Section (A) Dealer Information

Dealer Office Number: <b>9300</b>	Dealer Office Name: <b>NEOPOST NORTHWEST</b>	Phone #: <b>800 910 7678</b>	Date Submitted: <b>9/30/2015</b>
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### Section (B) Billing Information

Company Name (Full legal name): <b>South Monterey County Joint Union High School</b>			
DBA:			
Billing Address: <b>800 Broadway Street</b>			
Billing City: <b>King City</b>	State: <b>CA</b>	Zip Code + 4: <b>93930</b>	
Billing Contact Name: <b>Duane Wolgamott</b>		Contact Phone Number: <b>831 385 0606</b>	
Billing Contact Title: <b>Chief Business Official</b>		Contact Fax Number: <b>831 385 0695</b>	
Billing Contact email Address: <b>dwolgamot@smcjuhsd.org</b>		Purchase Order Number:	

### Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name): <b>South Monterey County Joint Union High School</b>			
DBA:			
Installation Address (No PO Boxes or General Delivery): <b>800 Broadway Street</b>			
Installation City: <b>King City</b>	State: <b>CA</b>	Zip Code + 4: <b>93930</b>	
Installation Contact Name: <b>Elizabeth Lopez</b>		Phone Number: <b>831 385 0606</b>	
Installation Contact Title: <b>Accounts Payable</b>		Fax Number: <b>831 385 0695</b>	
Installation Contact email Address: <b>elopez@smcjuhsd.org</b>			

### Section (D) Products

Quantity	Model / Part Number	Description (Include Serial Number, if applicable)	<input type="checkbox"/> See additional listed products on attached continuation schedule.
1	IN600AF	IN Series 600 Base w/ AutoFeeder, Sealer, Catch Tray, Ink Cartridge & LAN	
2	INWP10	IN Series 360/600/700/750 base 10lb. Weigh Platform	
3	INDW10	IN Series 600/700/750 base 10lb. Differential Weighing	
4			
5			

### Section (E) Lease Payment Information & Lease Payment Schedule

<b>Tax Status:</b> <input type="checkbox"/> Taxable <input type="checkbox"/> Tax-Exempt. <i>Certificate attached.</i>	Period	# of Months	Monthly Payment (plus applicable taxes)
	First	<b>12</b>	<b>172.93</b>
	Next	<b>24</b>	<b>217.93</b>
	Next		
	Next		
<b>Billing Frequency:</b> <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<b>Billing Method:</b> <input type="checkbox"/> Standard <input type="checkbox"/> Government Payment in Arrears		
<b>Current Lease Number:</b> <b>N10111015A</b>		<b>New Lease Number:</b>	

### Section (G) Postage Meter & Postage Funding Information

Main Post Office Name:	Post Office 5-Digit Zip Code:
<b>Postage Funding Method:</b> <input type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit <small>Attach ACH Authorization Form</small>	<input type="checkbox"/> OMAS / CPU <small>OMAS Agency Code</small> <small>Attach USPS CPU Authorization Letter</small>
<b>Postage Funding Account:</b> <input type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing <small>Existing Account Number</small>	

### Section (H) Services

<b>Rate Protection:</b> <input checked="" type="checkbox"/> Online Postal Rates <input type="checkbox"/> RCP (Shipped Update) <input type="checkbox"/> None	<b>Covered Product:</b> <b>IN600AF</b>
<b>iMeter Apps:</b> <input checked="" type="checkbox"/> Online Postal Expense Management <input checked="" type="checkbox"/> Online E-Services <input type="checkbox"/> Online E-Services with Electronic Return Receipt	
<b>Software:</b> <input type="checkbox"/> Software Advantage	<b>Covered Product:</b>
<b>Dealer Services:</b> <input checked="" type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation / Training	

### Section (F) ACH Direct Debit for Lease Payments (Attach Voided Check)

Bank Name	Bank Contact Name
Bank City, State	Bank Contact Phone Number
Bank Routing Number	Bank Account Number

### Section (I) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to neoFunds/TotalFunds unless Initialed here \_\_\_\_\_.

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerGovLease-06-13), which are also available at <http://www.neopostusa.com/terms/DealerGovLease-06-13.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature _____	Print Name and Title _____	Date Accepted _____
Accepted by Neopost USA and its Affiliates		Date Accepted _____





**Product Lease Agreement  
 with Meter Rental Agreement**

**Section (D) Product Continuation Schedule (Continued)**

	Quantity	Model / Part Number	Description (Include Serial Number, if applicable)
6			Equipment Maintenance included year one at No Charge per WSCA terms
7			Months 13-60 included in lease payment
8			
9			Purchase Order for equipment being LEASED from Neopost
10			Mail Finance
11			FEIN 94-2984524
12			478 Wheelers Farm Road
13			Milford, CT 06461
14			1-800-NEOPOST
15			Fax: 1-510-880-8800
16			URL: <a href="http://www.neopostinc.com/NAGA/government-accounts">www.neopostinc.com/NAGA/government-accounts</a>
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**Government Product Lease Agreement Continuation Schedule**

NEOPOST INC.  
 Official Price Quotation  
 Contract Number  
 Date

South Monterey County Union High School District  
 WSCA # ADSPOOO-000411-4  
 September 17th 2015

Item #	Quantity	Commodity Code or Part Number	Description	Unit Price	Extended Price
1	1	IN600AF	IN Series 600 Base w/ AutoFeeder, Sealer, Catch Tray, Ink Cartridge & LAN Cable	Included	Included
2	1	INWP10	IN Series 360/600/700/750 base 10lb. Weigh Platform	Included	Included
3	1	INDW10	IN Series 600/700/750 base 10lb. Differential Weighing	Included	Included
4	1	Meter Rental	IN600AF meter rental w/ SP10, SP20 & SP30	Included	Included
			Maintenance Agreement: Included free for the first 12 months and billed in lease for months 13 - 36 (\$45/month - includes 12 month warranty)	Included	Included
			\$1.00 Lease End Buyout		
	4		All inclusive Quarterly Payment	\$ 518.80	\$ 2,075.20
					\$ -
	8		All inclusive Quarterly Payment	\$ 653.80	\$ 5,230.40
			<b>Total</b>		\$ 7,305.60
			<b>Purchase Order to:</b>		
			MailFinance Inc.		
			478 Wheelers Farm Road		
			Milford CT 06461		
			<b>Remit Address:</b>		
			MailFinance Inc.		
			25881 Network Place		
			Chicago, IL 60673-1258		



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

**GOVERNING BOARD**

**SUBJECT:** Approval of Consultant Services Contract with  
Beyond Speech Therapy

**MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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 is requesting approval of the Agreement for Consultant Services with Beyond Speech Therapy, who will be providing Speech Assessment services for a district student. The prior contract with Beyond Speech Therapy has expired.


Recommendation:

The recommendation is being made for the State Administrator to approve the agreement for consultant services with Beyond Speech Therapy.


Fiscal Impact:

Special Education – Not to exceed - \$4,500

Submitted By:

  
Duane Wolgamott  
Chief Business Official

Approved:

  
Daniel R. Moirao, Ed.D.  
State Administrator

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

**AGREEMENT TO FURNISH CONSULTANT SERVICES**

Pursuant to California Education Code 10400, South Monterey County Joint Union High School District, hereinafter called "District," has need of the specialized services of *Beyond Speech Therapy*, 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 August 15, 2015 and it terminates June 30, 2016 unless sooner termination as provided herein.

**II. PAYMENT LIMIT**

- Consultant shall be compensated at the rate of \$130.00 per hour to provide speech therapy to
- Therapy services will be provided one time per week starting the week of August 16, 2015 through February 26, 2016
- Starting February 28, 2016 through June 10, 2016, therapy will be provided one time every other week.
- The IEP team will convene in March 2016 following the completion of a speech assessment. The agreed upon schedule may change based on the IEP team's decision.
- Total payment(s) to Consultant, under this contract shall not exceed \$ 4,500.

**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**

The Speech-Language Pathologist, Yvette Deleo, will then provide one to one speech therapy to focusing on his IEP goals as outlined above in the Payment Limit section.



## **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.





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

**GOVERNING BOARD**

**SUBJECT:** Approval of Consultant Services Contract with  
Diane Mazzoni for District Psychologist Services

**MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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 is requesting approval of the consulting contract with Diane Mazzoni, who will be providing services at the interim and supplemental psychologist services. The previous contract with Diane Mazzoni has expired.

Recommendation:

The recommendation is being made for Dr. Moirao to approve the contract with Diane Mazzoni.


Fiscal Impact:

Not to Exceed \$30,000 (Special Education Budget)

Submitted By:

  
\_\_\_\_\_  
Duane Wolgamott  
Chief Business Official

Approved:

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

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

**AGREEMENT TO FURNISH CONSULTANT SERVICES**

Pursuant to California Education Code 10400, South Monterey County Joint Union High School District, hereinafter called "District," has need of the specialized services of *Diane Mazzone* 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 October 1, 2015 and it terminates June 30, 2016 unless sooner terminate as provided herein.

**II. PAYMENT LIMIT**

- Consultant shall be compensated for serving as the school district school psychologist, providing technical and instructional support, and training to all District staff as needed.
- Consultant shall be compensated at the rate of \$ 75.00 per hour to include all travel expenses.
- At no time shall compensation to the Consultant exceed 40 hours per week without prior approval from the District.
- Total payment(s) to Consultant, under this contract shall not exceed \$ 30,000.

**III. DISTRICT OBLIGATION:**

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

**IV. CONSULTANT'S OBLIGATION**

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

**V. CONSULTANT SERVICE DESCRIPTION**

The will provide services as the District school psychologist including but not limited to completing psychological and achievement assessments, serving as a District representative in IEP meetings, providing professional development as assigned by the Director of Special Education, instructional coaching to teachers and other duties as assigned.



**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.*





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

**GOVERNING BOARD**

**SUBJECT:** Contract with Pinnacle Educators, Consultant for  
Technical Assistance and Coaching Support

**MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

---

Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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 needs to contract with Pinnacle Educators for Special Education technical assistance and coaching services.


Recommendation:

The recommendation is being made for the State Administrator to approve this contract with Pinnacle Educators.


Fiscal Impact:

Not to exceed \$25,500 – Restricted General Fund – Special Education

Submitted By:

  
\_\_\_\_\_  
Duane Wolgamott  
Chief Business Official

Approved:

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

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

**AGREEMENT TO FURNISH CONSULTANT SERVICES**

Pursuant to California Education Code 10400, South Monterey County Joint Union High School District, hereinafter called "District," has need of the specialized services of *Pinnacle Educators, Dr. Marilyn Shepherd, CEO* 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 *October 1, 2015* and it terminates no later than *June 1, 2016*, unless sooner terminate as provided herein.

**II. PAYMENT LIMIT**

- Consultant shall be compensated at the rate of \$140 per *hour*.
- At no time shall services exceed 40 hours per week without prior written approval from the district
- Not to exceed a total of 60 hours of service.
- Total payment(s) to Consultant, under this contract shall not exceed \$8,400

**III. DISTRICT OBLIGATION:**

In consideration 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**

*Provide technical assistance in special education and coaching of district administrators/staff.*

**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.





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

**GOVERNING BOARD**

**SUBJECT:** Approval of representatives to the Salinas Valley Adult Education Consortium

**MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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:

SMCJUHD is a member of the Salinas Valley Adult Education Consortium. In order to participate and receive funds from the AB104 Adult Education grant the State Administrator must approve district representatives.

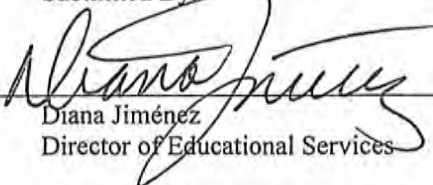
Recommendation:

It is the recommendation of the District that the State Administrator approve Diana Jimenez as the designee and Dr. Steven James as the alternate to the Salinas Valley Adult Education Consortium.


Fiscal Impact:

Salinas Valley Adult Education Consortium AB 104 has the potential to receive a 1.7 million dollar grant. Member districts are developing regional plans to serve the educational needs of adults and receive grant funds.

Submitted By:

  
Diana Jiménez  
Director of Educational Services

Approved:

  
Daniel R. Moirao, Ed.D.  
State Administrator

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

**SUBJECT:** Approval of Program Improvement Year 4 LEA  
Plan Evidence of Progress

**MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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**GOVERNING BOARD**

Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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 Program Improvement Year 4 LEA Plan Evidence of Progress (2014-15) documents the District's progress in implementing its Local Education Agency (LEA) Plan and in helping all students to meet or exceed grade level standards. The report has three parts:

1. Summary of the LEA Plan strategies and actions implemented during 2014-15, including a description of local evidence used to determine effective implementation
2. An analysis of the 2014-15 LEA performance on summative assessment data, including a description of progress toward student performance goals in ELA and mathematics
3. Evidence of annual communication with the local governing board regarding the implementation of the LEA Plan strategies and actions, and the progress towards student performance goals in the Plan.

The Program Improvement Year 4 LEA Plan Evidence of Progress (2014-15) will be reviewed by staff in the California Department of Education.

Recommendation:

It is recommendation of the District that the State Administrator approve the Program Improvement Year 4 LEA Plan Evidence of Progress.


Fiscal Impact:

None.

Submitted By:

  
\_\_\_\_\_  
Diana Jiménez  
Director of Educational Services

Approved:

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



## PI Year 3 LEA Plan Evidence of Progress (2014-15)

End-of-Year Submission: October 30, 2015

Local Educational Agency: South Monterey County Joint Union High School District Submitted by: Dr. Daniel Moirao, State Administrator

Prepared by: Candace A. McCarthy, PI Consultant

1. *Summarize the LEA Plan strategies and actions implemented during 2014-15, including a description of local evidence used to determine effective implementation.*

During the 2014-15 school year the South Monterey County Joint Union High School District implemented the following strategies to improve the quality of the district's instructional program. The key initiatives were:

- The continued implementation of Math I and the initial implementation of Math II, an integrated approach to teaching the Common Core Standards in mathematics.
  - The third year of implementation of Constructing Meaning which is a set of strategies designed to provide access to grade level curriculum for English Learners.
  - The hiring of instructional coaches to support the implementation of Constructing Meaning.
  - The hiring of EL Liaisons to increase the monitoring and support of English Learners.
  - The continued use of our certificated collaboration time which we call our professional learning communities (PLC). We identified PLC Leads and provided them with ongoing training and support.
  - Ongoing professional development provided to English language arts, mathematics and English language development teachers by a combination of outside consultants and our own instructional coaches
  - Monitoring of the implementation of Constructing Meaning and Math 1 and II by district-site teams using Progress Advisor
2. In 2014-15 the district increased the monitoring of district and site progress towards achieving the LEA Plan and SPSA goals. The State Administrator repurposed one of the bimonthly AdCo meetings which include all site and district administrators to focus on curriculum, instruction and monitoring of progress instead of on operations. The Director of Education Services created school profiles with longitudinal data on schoolwide and student subgroup performance. Throughout the year as new data become available (for example, when the 2014 CELDT scores were released) the profiles were updated. The profiles were used at Board, Ed Services and site meetings to help monitor progress.
    - The continued implementation of a District Site Leadership Team which focused on monitoring the implementation of the corrective action to be taken at the sites.

LEA Plan Goal 1.0 ALL STUDENTS WILL REACH HIGH STANDARDS: ENGLISH LANGUAGE ARTS

STRATEGY IMPLEMENTED	EVIDENCE OF EFFECTIVENESS
1.1 ELA Pacing Guides for Grades 9 and 10 were revised.	Pacing guides are on file at the District Office. -
1.2 ELA writing and reading performance based assessments for Grades 9 and 10 were developed and implemented	Benchmarks are on file at the District Office.
1.3 Students in need of ELA intervention (READ 180) were placed in the course.	2014-15 master schedules. Students' schedules. Summer 2015 rosters.

LEA Plan Goal 1.0 ALL STUDENTS WILL REACH HIGH STANDARDS: MATHEMATICS

STRATEGY IMPLEMENTED	EVIDENCE OF EFFECTIVENESS
1.4 Math 1 and II were implemented. Math teachers used the Math Vision Project Math I and II pacing guides and benchmarks.	Math Vision Project Math I and II modules are on file at the District Office. MVP Math I and II pacing guide and benchmarks are on file at District Office.
1.5 All administrators have been trained to identify the 8 mathematical practices in CCSS math during walkthroughs.	Progress Advisor reports are on file at the District Office.



LEA Plan Goal 2.0 ALL ENGLISH LEARNERS WILL BECOME PROFICIENT IN ENGLISH AND REACH HIGH ACADEMIC STANDARDS

STRATEGY IMPLEMENTED	EVIDENCE OF EFFECTIVENESS
2.1 Two full-time EL Liaisons were hired.	EL Liaison job description.  EL Liaison monthly schedules are on file at the District Office.
2.2 The placement chart for English Learners was revised and students were placed according to the chart.	2014-15 EL Placement Chart is on file at the District Office and in the EL Master Plan.  2014- 15 master schedules. EL students ' schedules.
2.3 ELD teachers in need of EDGE training were trained.	EDGE training agendas and sign in sheets are on file at the District Office.
2.4 A functioning ELAC and DELAC were in place with an annual calendar of meeting topics to insure that all parent education requirements were met.	DELAC 2014-14 calendars of meetings with the planned topics for each meeting are on file at the District Office and at the sites.  DELAC training materials are on file at the District Office.  DELAC agendas, sign in sheets, and minutes on file at the District Office and at the sites.

STRATEGY IMPLEMENTED	EVIDENCE OF EFFECTIVENESS
	DELAC made a Title III presentation to the Board of Trustees in May 2015 focused on: <ul style="list-style-type: none"> <li>• The revised criteria for reclassification</li> <li>• EL students' progress in achieving English proficiency</li> <li>• EL placement</li> </ul>

LEA Plan Goal 3.0 ALL STUDENTS WILL BE TAUGHT BY HIGHLY QUALIFIED TEACHERS

STRATEGY IMPLEMENTED	EVIDENCE OF EFFECTIVENESS
<p>3.1 One full-time and one half-time instructional coach were hired to assist with the implementation of Constructing Meaning, the implementation of the CCSS in English and math, and with the ongoing improvement of the professional learning communities.</p>	<p>Instructional coach job description.</p> <p>Instructional coaches' monthly logs are on file at the District Office.</p>
<p>3.2 Formal and informal professional development in Constructing Meaning, the CCSS in English and math, and in the development of effective PLCs was provided.</p> <p>For 2014-15 the focus for Constructing Meaning implementation was oral language practices. These areas of focus were selected based on teacher feedback and coaches' classroom observations at the end of the previous school year .</p>	<p>The instructional coaches' logs evidence the training and other types of support which were provided to classroom teachers such as co teaching and assistance with lesson plan development.</p> <p>Instructional coaches and administrators conducted walkthroughs together.</p>
<p>The implementation of the ELA CCSS continued. Pacing guides with writing and reading performance based assessments for ELA grades 9 and 10 were revised. Benchmarks were administered and scored. Ongoing professional development was provided to ELA teachers in the form of a series of release days and during PLCs.</p>	<p>Pacing guides and performance based assessments are on file at the District Office.</p>
<p>The implementation of the math CCSS was continued. Math I and II were implemented. Math Vision Project curriculum for Math II was adopted. Student materials were copied by the district as MVP doesn't have a textbook. MVP pacing guides and benchmarks were used. Ongoing professional development was provided to Math I and II teachers in the form of:</p> <ul style="list-style-type: none"> <li>- Attendance at MVP training</li> <li>• Assistance from the Monterey County Office of Education math lead</li> <li>• PLCs</li> <li>• Cross district collaboration during releases days</li> </ul>	<p>MVP Math Modules are on file at the District Office.</p> <p>Instructional coaches' logs are on file at the District Office.</p> <p>Pacing guides and benchmarks are on file at District Office.</p>



<p>3.5 The transition to the Next Generation Science Standards was begun by:</p> <ul style="list-style-type: none"> <li>• sending science teachers to staff development on the NGSS.</li> <li>• Providing quarterly training in “science practices” by the county office science lead</li> </ul>	<p>Out of district travel authorizations for science teachers are on file at the District Office.</p>
<p>3.6 Leads for PLCs were identified and provided ongoing training and support. All teachers were provided the opportunity to collaborate in PLCs at least once a month. Some departments used PLC time to develop and analyze the results of common formative assessments and to respond to the results with modified lesson plans.</p>	<p>Agendas of monthly PLC lead meetings are on file at the District Office.</p> <p>Note-taking sheets from each PLC are on file at the schools.</p> <p>2014-15 PLC calendars for each high school.</p>

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LEA Plan Goal 4.0 All *students will be educated in learning environments that are safe, drug-free, and conducive to learning.*

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STRATEGY IMPLEMENTED	EVIDENCE OF EFFECTIVENESS
<p>4.1 The schools continued with Link Crew which is a high school transition program that welcomes freshmen and attempts to make them feel comfortable throughout their high school years.</p>	<p>The results of a survey of students regarding their perception of school safety are on file at the District Office.</p>

LEA Plan Goal 5.0 ALL STUDENTS WILL GRADUATE

STRATEGY IMPLEMENTED	EVIDENCE OF EFFECTIVENESS
<p>5.1 Credit-deficient students in grades were provided with opportunities for credit recovery:</p> <ul style="list-style-type: none"> <li>• during the school day</li> <li>• before/after school, on Saturdays, and during the summer</li> </ul>	<p>Class rosters are on file at the schools.</p>
<p>5.2 An outside consultant was hired to analyze compliance and quality of services for all Students with Disabilities. The consultant provided training to all SPED and general education teachers and to administrators in procedures related to IEPs and the placement of SWDs into the least restrictive environment. She also developed a plan for the delivery of services for the students in the functional skills class.</p>	<p>Training agendas and sign in sheets on file at the District Office.</p> <p>Agendas and sign in sheets for monthly meetings with SPED teachers.</p> <p>2014-15 master schedules.</p> <p>SWDs' schedules.</p>
<p>5.4 Parent involvement was promoted by PIQE.</p>	<p>Sign in sheets on file at the sites.</p> <p>Contract for PIQE on file at the District Office.</p> <p>Parent Graduation Lists</p>



2. *Analyze the 2014-15 LEA performance on summative assessment data, including a description of progress towards student performance goals in ELA and mathematics.*

We analyzed the 2014-15 LEA performance on the spring 2015 CAASPP results, the 2014 CELDT results, our most recent WASC Visiting Committee Reports and the Spring 2016 FCMAT Report.

- I. **Student academic achievement in English language arts in two of the three schools is not improving. Student academic achievement in math is not improving in any school.**

The district did not produce any testing results showing significant gains in student achievement and/or significant progress in closing the gap for EL students and students with disabilities. (Spring 2015 FCMAT Report.)

#### A. Spring 2015 CAASPP Results

##### ENGLISH LANGAUGE ARTS: PERCENT MEETING/EXCEEDING STANDARDS

	GREENFIELD HIGH	KING CITY HIGH	PORTOLA BUTLER	STATE
ALL STUDENTS	33	55	6	56
STUDENTS WITH DISABILITIES	0	4	NO REPORT	14
ENGLISH LEARNERS	5	11	0	8

##### MATHMEMATICS: PERCENT MEETING/EXCEEDING STANDARDS

	GREENFIELD HIGH	KING CITY HIGH	PORTOLA BUTLER	STATE
ALL STUDENTS	6	12	0	29
STUDENTS WITH DISABILITIES	0	0	NO REPORT	4
ENGLISH LEARNERS	1	0	NO REPORT	6

#### B. English Language Arts

##### 1. Greenfield High School

- a. As measured by ELA CST scores from 2010-2013, the percent of students scoring proficient or advanced declined from 33% to 31%.
- b. As measured by the ELA CAHSEE from 2010-2013, the percent of 10<sup>th</sup> graders achieving a passing score has increased from 31% to 35%.
- c. As measured by ELA CAASPP results the percent of all students at or above standards is 33% as compared to the state average of 56%. ELA CAASPP results for ELs is 5% as compared to the state average of 8% meeting or exceeding standards. ELA CAASPP results for SWDs is 0% meeting or exceeding standards as compared to 8% at the state level.

##### 2. King City High School

- a. As measured by ELA CST scores from 2010-2013, the percent of students scoring proficient or advanced dropped from 41% to 38%.

- b. As measured by the ELA CAHSEE from 2010-2013, the percent of 10<sup>th</sup> graders achieving a passing score has increased from 34% to 41%.
- c. As measured by ELA CAASPP results the percent of students at or above standards is 55%. This is within one percentage point of the state average of a new test measuring more rigorous standards. ELA CAASPP results for ELs at 11% exceeds the state average of 8% meeting or exceeding standards. We hope that this is the start of a trend to improve overall college and career readiness.
  - ELA CAASPP results for SWDs at 4% meeting or exceeding standards is well below the 14% at the state level.

### 3. Portola Butler Continuation High School

- a. As measured by ELA CST scores from 2010-2012, the percent of students scoring proficient or advanced decreased from 2% to 0%.
- b. As measured by the ELA CAASPP results 6% of the students met or exceeded standards as compared to the state average of 56%.

## C. Mathematics

### 1. Greenfield High School

- a. As measured by math CST scores from 2010-2013, the percent of students scoring proficient or advanced declined from 11% to 6%.
- b. As measured by the ELA CAHSEE from 2010-2013, the percent of 10<sup>th</sup> graders achieving a passing score remained the same at 33%.
- c. As measured by ELA CAASPP results the percent of all students at or above standards is 33% as compared to the state average of 56%. ELA CAASPP results for ELs is 5% as compared to the state average of 8% meeting or exceeding standards. ELA CAASPP results for SWDs is 0% meeting or exceeding standards as compared to 8% at the state level.

### 2. King City High School

- a. As measured by math CST scores from 2010-2013, the percent of students scoring proficient or advanced decreased from 34% to 11%.
- b. As measured by the ELA CAHSEE from 2010-2013, the percent of 10<sup>th</sup> graders achieving a passing score has increased from 43% to 49%.
- c. As measured by ELA CAASPP results the percent of all students at or above standards is 33% as compared to the state average of 56%. ELA CAASPP results for ELs is 5% as compared to the state average of 8% meeting or exceeding standards. ELA CAASPP results for SWDs is 0% meeting or exceeding standards as compared to 8% at the state level.
- d. The WASC Visiting Committee Spring 2014 report noted that "The most dramatic decline in performance occurred with Students with Disabilities with a significant decline in API, graduation rate, widening of the achievement gap, and significant decrease in CAHSEE proficiency and passing rates."

### 3. Portola Butler

- a. As measured by math CST scores from 2010-2013, the percent of students scoring proficient or advanced remained the same at 0%.
- b. As measured by ELA CAASPP results the percent of all students at or above standards is 33% as compared to the state average of 56%. ELA CAASPP results for ELs is 5% as compared to the state average of 8% meeting or exceeding standards. ELA CAASPP results for SWDs is 0% meeting or exceeding standards as compared to 8% at the state level.



## II. Services and outcomes for English Language Learners

### A. The district has not met its AMAOs for 10 years.

1. FCMAT observed 40 classrooms and found that one teacher used seven of the eight English Learner strategies on the observation protocol. This is a significant decrease from the previous review. Very few instructional strategies were being used in content area classrooms to support EL students. The use of strategies to improve and accelerated learning for EL students is not sufficient to significantly increase these students' achievement. (Spring 2015 FCMAT Report)
2. FCMAT observed six English language development (ELD) and specially designed academic instruction in English (SDAIE) classrooms. Only two of the six classes observed could be identified as intervention for English learners. (Spring 2015 FCAT Report)
3. The Portola Butler Continuation High School SPSA Spring 2015 reports that:
  - About 50% of the ELs are meeting AMAO 1 and 2.
  - No ELs are meeting AMAO 3.
  - Of 55 ELs enrolled, 14 were scoring at the beginning/early intermediate level on the CELDT.

## III. Teacher Quality

### A. Staff expectations of students are low.

1. "High expectations for student achievement is a focus of the district but is still in the implementation phase and is seldom reflected in observable instructional strategies and academic outcomes." (Spring 2015 FCMAT Report)

### B. After three years, Constructing Meaning strategies are still not in regular use in classrooms.

1. At King City High School 91% of the teachers and 100% of the administrators have been trained in Constructing Meaning. (KCHS SPSA Spring 2015)
2. School administrators continue to monitor teachers' implementation of Constructing Meaning strategies through classroom observations. However, administrators are not consistently providing feedback to teachers following these walkthroughs. (Spring 2015 FCMAT Report)
3. King City High School has a full-time instructional coach for 6 periods each day and Greenfield High School uses a .25 full-time equivalent instructional coach. There is no instructional coaching support for the alternative education program.
4. Teachers expressed a desire for more interventions that can be implemented in the regular classroom before the student has failed. (Spring 2015 FCMAT Report)

### C. There is a need for a teacher-friendly data management system.

### D. Professional Learning Communities need to continue to use their time to analyze and respond to the results of common formative assessments.

1. The WASC VC Report for KCHS Spring 2014 noted that:
  - Not all departments function equally effectively as PLCs.

- Strategies/resources needed to be identified, assessments developed, used, and analyzed, and lesson plans tested and made available to others.
- All staff members need to learn sets of sophisticated skills that many staff members do not have.
- The school needs to be clear about how it will accomplish the above.

#### IV. School Safety and an Environment Which Promotes Learning

##### A. School Site Councils need more training and support.

1. School site council members were identified and put in place last spring and had little to no opportunity to be involved in planning for the implementation of categorical programs and funding priorities for 2014-15 school year. School site councils are meeting regularly but attendance continues to be low, especially among parent members. (Spring 2015 FCMAT Report)

#### V. Graduation from High School

1. Dropout Rates from 2011-2013
  - a. Greenfield High School increased its dropout rate from 8.1 in 2011 to 11.6 in 2013.
  - b. King City High School decreased its dropout rate from 13.6 in 2011 to 8.6 in 2013.
  - c. Portola Butler reduced its dropout rate from 18.2 in 2011 to 15.1 in 2013.
2. Graduate Rates from 2011-2013
  - a. Greenfield High School decreased its graduation rate from 88.38 in 2011 to 85.02 in 2013.
  - b. King City High School increased its graduation rate from 80.43 in 2011 to 90.86 in 2013.
  - c. Portola Butler's graduation for 2013 was 79.79%.
3. The program and services for students with disabilities is out of compliance and is not promoting the academic achievement of these students. The Spring 2014 WASC VC Report for King City High School noted that "The most dramatic decline in performance occurred with Students with Disabilities with a significant decline in API, graduation rate, widening achievement gap, and significant decrease in CAHSEE proficiency and passing rates.
4. The number of graduates who have met A-G college entrance requirements has declined and remains low compared to the countywide and statewide averages. For 2012-13 the statewide average was 44.1%, the countywide average was 37.4%, and the district's average was 21.6%. The district is self-reporting a significant decline in 2013-14, with an average of 13.3% of students meeting college entrance requirements. (Spring 2015 FCMAT Report.



3. *Provide evidence of annual communication with the local governing board regarding the implementation of LEA Plan strategies and actions, and the progress towards student performance goals in the Plan. Note: additional documents may be uploaded and attached in the "Associated Documents" section of the item.*

In November, 2013, the SMCJUHSD formed a District Site Leadership Team (DSLTL). The DSLTL met three times during the 2014-15 school year. The meetings' agendas focused on:

- Developing an understanding of the current levels of academic achievement and the actions being taken by the District and the schools to improve the academic achievement of all students and to close the achievement gap among significant subgroups
- Monitoring the implementation of the Corrective Action: the implementation of Math I and Math II.

In May 2015 DELAC made a Title III presentation to the Board of Trustees focused on:

- The revised criteria for reclassification
- EL students' progress in achieving English proficiency
- EL placement

Throughout the school year, instructional decisions and action items were taken to the Board of Trustees for approval for implementation within our district. This communication included:

- a. Approval of the Updated LEA Plan
- b. Approval of the SPSAs
- c. Annual Progress Report on Student Achievement including CAHSEE and CELDT Results

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

**SUBJECT:** Approval of Contract with the Monterey Peninsula  
Unified School District

**MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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**GOVERNING BOARD**

Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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 is in need to provide a special educational program and related services for one of our students with exceptional needs who resides in our district. One of our students with a qualified learning disability needs to be serviced through the Emotionally Disturbed (ED) program at Monterey Peninsula Unified School District. The ED program at Monterey Peninsula is the closest one offered within our region.

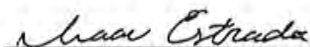
Recommendation:

The recommendation is being made for the State Administrator to approve this contract with the Monterey Peninsula Unified School District

Fiscal Impact:

Cost of \$48,116.13 – General Fund in current fiscal year.

Submitted By:



Isaac Estrada Ed.D.  
Director of Alternative Learning

Approved:



Daniel R. Moirao, Ed.D.  
State Administrator





# Monterey County Special Education Local Plan Area

## Regional Collaboration for Student Success

### Agreement for Regional Operation of Special Education Programs

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

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

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

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

#### 1. Period Of Agreement

This Agreement is effective for the period beginning July 1, 2015 and ending June 30 2016. This Agreement may be renewed at the end of that period. This agreement may be amended by mutual consent of the parties.

#### 2. Purpose Of Agreement

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

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

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





## Monterey County Special Education Local Plan Area

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### Regional Collaboration for Student Success

#### 3. Definitions

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

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

#### 4. Compliance Assurances

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

#### 5. Individual Services Agreement

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

#### 6. Responsibilities of the LEA of Operation

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

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





## Monterey County Special Education Local Plan Area

### Regional Collaboration for Student Success

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

#### 7. Responsibilities Of The LEA Of Residence

The LEA of residence is responsible for the following:

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

#### 8. Suspensions And Expulsions

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





## Monterey County Special Education Local Plan Area

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### Regional Collaboration for Student Success

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

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

#### 9. Payment For Services

##### Regional Programs Operated by Monterey County Office of Education

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

##### Regional Programs Operated by a District

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

##### *Special Class*

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

##### *Related Services*

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





## Monterey County Special Education Local Plan Area

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### Regional Collaboration for Student Success

personnel development, travel and conference, mileage).

An average hourly rate shall be established for each type of related service based upon the prior year's actual expenditures. Each district with students enrolled in the class and provided with a related service, will be responsible for the hourly rate for each related service multiplied by the number of hours of service provided.

#### *Individual Services*

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

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

#### 10. Hold Harmless and Indemnification

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

#### 11. Insurance

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

#### 12. Dispute Resolution





## Monterey County Special Education Local Plan Area

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### Regional Collaboration for Student Success

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

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

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

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

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

### 13. Severability/Waiver





# Monterey County Special Education Local Plan Area

## Regional Collaboration for Student Success

- a. If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Agreement.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

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

Executed this 1 day of July, 2015

M.P.U.S.D.  
LEA OF OPERATION

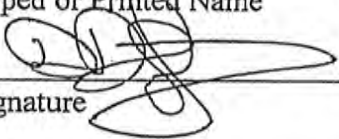
Joint Union High  
S.M.C. Unified School District  
LEA OF RESIDENCE

By:

By:

Dr. Daniel "PK" Diffenbaugh  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

  
Signature

\_\_\_\_\_  
Signature

Superintendent  
Title

\_\_\_\_\_  
Title

9/14/15  
Date

\_\_\_\_\_  
Date



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

Individual Services Agreement

This individual Services Agreement (“ISA”) is made and entered into effective on **August 5, 2015** between **Monterey Peninsula Unified School District** and **South Monterey County Joint Union HS District** in accordance with item 5 of the *Monterey County SELPA Agreement for Regional Operation of Special Education Programs*.

This ISA describes the services that the district of operation will provide to: **Oliver Crofts**

The district of operation will provide the following services:

Service	Frequency/Duration	Projected Cost
Special Education: ED	38 Weeks	\$48,116.13
Related Service:		
Related Service:		
Related Service:		
Related Service:		
1:1 Assistant/B.T./Rider	Minutes/Week	
<b>TOTAL COSTS</b>		<b>\$48,116.13</b>

The district of operation shall provide the services set forth in item 2 beginning **August 5, 2015**

This ISA shall terminate upon (check appropriate box):

- June 3, 2016
- ESY ( July 1, 2015 - July 10, 2015; June 13, 2016 - June 30, 2016)

This ISA may be amended by mutual consent of the parties.

1. The services set forth in this ISA shall be provided by fully qualified personnel with the appropriate credential or license in accordance with all relevant state requirements and the student’s IEP.
2. This ISA is intended to be interpreted consistent with the terms of the *Agreement for Regional Operation Special Education Programs*. In the event of any inconsistency between the two documents, the terms of the *Agreement for Regional Operation Special Education Programs* shall be controlling.

LEA OF OPERATION

By: M.P.U.S.D.

  
Katie Rivera, Program Director

Date 9/29/15

LEA OF RESIDENCE

By: S.Monterey Co.Joint Union HS District

Program Director  
Date



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

**SUBJECT:** Approval of Resolution #05:15/16 National Bullying Month      **MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

---

**GOVERNING BOARD**

Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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:

October is National Bullying Prevention Month. Bullying is a national problem that must be addressed both at home and in school. The South Monterey County Joint Union High School District is committed to working with our community to stop bullying and cyberbullying by increasing awareness of the prevalence and impact of bullying on the individual.

To that end, we join the nation in recognizing October as National Bullying Month. To that end we will provide parent and student education in our schools on the topic. We will initiate campaigns to stop bullying and make everyone aware of the issue.

Recommendation:

It is recommended that the State Administrator approve Resolution #05:15/16 Proclaiming National Bullying Prevention Month.

Fiscal Impact:

None

Submitted By:



Daniel R. Moirao, Ed.D.  
State Administrator

Approved:



Daniel R. Moirao, Ed.D.  
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
800 Broadway Street, King City, CA 93930 • 831-385-0606 • FAX 831-385-0695

RESOLUTION #05:15/16

Proclaiming

***National Bullying Prevention Month***

**WHEREAS**, the South Monterey County Joint Union High School District Board of Education supports the rights of students and staff to attend schools that are safe and free from violence, harassment, all forms of bullying and discrimination and encourages our community to work together to stop bullying and cyberbullying by increasing awareness of the prevalence and impact of bullying; and

**WHEREAS**, October is **National Bullying Prevention Month** where we observe the need for development, implementation, and monitoring of policies and programs that address all forms of bullying including physical, verbal, covert and cyberbullying, and encourage our schools and communities to educate students, parents and others about their role in bullying prevention; and

**WHEREAS**, various researchers have concluded that bullying is the most common form of violence affecting children and has devastating effects such as school avoidance, loss of self-esteem, increased anxiety and depression; and

**WHEREAS**, it is essential to achieving the mission of public education that students are provided a safe and healthy school environment that ensures both the physical and emotional safety of students and staff and creates the conditions necessary to foster academic achievement; and

**WHEREAS**, our county office of education and our school districts have a responsibility to ensure a safe school environment that is free of intimidation and harassment and to create safe school communities by implementing training and ongoing strategies and programs that address all forms of bullying; and

**WHEREAS**, cyberbullying is on the rise due to the increased use of technology and includes harassment, impersonation, denigration, and exclusion, and can have a harmful impact on the school environment; and

**WHEREAS**, the most effective approach to creating safe school environments requires a comprehensive, coordinated effort where districts, schools and communities accept responsibility for their critical roles and collaborate to establish a positive environment for teaching and learning:

**NOW, THEREFORE, BE IT RESOLVED** that the South Monterey County Joint Union High School District Board of Education does hereby adopt Resolution #05:15/16 in support of **National Bullying Prevention Month** and encourages local schools and community stakeholders to develop, implement, and monitor policies and programs that foster and support a positive, respectful school climate free from harassment, bullying, discrimination, and violence.

Passed and adopted on October 21, 2015.



---

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



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

**SUBJECT:** Approval of Time Lines for the Filling of Board  
Vacancy

**MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

---

**GOVERNING BOARD**

Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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 process for filling the board vacancy, due to the resignation of Mr. Raul Rodriguez has begun. The public notice has been posted and we are now accepting applications (the posting and the application was sent to you previously).

We must now determine a date for interviews of the candidates. November 2, is a scheduled study session or Nov. 12 is the second option.

Recommendation:

It is recommended that the State Administrator, as determined by the advice of the Board of Education set a date for interviews to fill the vacancy on the Board of Education.

Fiscal Impact:

None

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**

**SUBJECT:** Approval of Name Change for Ag Construction to Agricultural Mechanic 4

**MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

---

**GOVERNING BOARD**

Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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:

District is seeking approval to rename Ag Construction to Agricultural Mechanics 4 in order to align the course with the Ag Mechanics pathway.

Recommendation:

It is recommendation of the District that the State Administrator approve the renaming of Ag Construction course to Ag Mechanics 4


Fiscal Impact:

None.

Submitted By:

  
\_\_\_\_\_  
Diana Jiménez  
Director of Educational Services

Approved:

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



# South Monterey County Joint Union High School District

## NEW COURSE APPROVAL REQUIRED INFORMATION FORM

This paperwork must be fully completed by the course proposer and submitted to the Director of Educational Services by September 30. *(For 2014-15 only, this deadline is December 5).*

PROPOSER Patrick Smith SCHOOL King City High School

NAME OF PROPOSED COURSE Agricultural Mechanics 4 SEMESTER OR FULL YEAR (circle)

DEPARTMENT Agriculture MEETS A-G: Yes or No (circle)

OPEN TO STUDENTS IN GRADES 9, 10, 11, 12 (circle one or more)

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

***\*\*This class currently exists, this submission is for a name change only\*\****

### ***Change "Ag Construction" to "Agricultural Mechanics 4"***

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	Will use current Agricultural Mechanics textbook	None
Equipment	Will use current equipment in wood and welding shops	Costs of consumables; welding electrode, saw blades, grinding wheels, sandpaper and more.
Facilities	Existing shops and classrooms	None
Teacher Training	Current professional development attended by all Agriculture teachers	Conference costs

--	--	--

## South Monterey County Joint Union High School District

### COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

This form must be submitted to the Director of Educational Services by September 30. (For 2014-15 only, this deadline is December 5).

PROPOSER Debbie Benson SCHOOL KCHS

NAME OF PROPOSED COURSE Ag Mechanics 4

DISCUSSION WITH PRINCIPAL DATE 9-9-15 PRINCIPAL SIGNATURE [Signature]

DISCUSSION WITH DEPT. CHAIR DATE 9/30/15 DEPT. CHAIR SIGNATURE [Signature]

REVIEW AT DEPARTMENT MEETING DATE 9/9/15 APPROVED/DISAPPROVED (circle one)

REVIEW BY SITE LEADERSHIP TEAM DATE 9/24/15 APPROVED/DISAPPROVED (circle one)

District Office Use Only
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DISTRICT CURRICULUM COUNCIL Date 10/8/15 APPROVED/DISAPPROVED (circle one)

STATE ADMINISTRATOR Date 10-13-15 APPROVED/DISAPPROVED (circle one)

BOARD APPROVAL Date \_\_\_\_\_ APPROVED/DISAPPROVED (circle one)

FORWARD COURSE INFORMATION TO COUNSELOR/REGISTRAR Date \_\_\_\_\_



# South Monterey County Joint Union High School District

## COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

PROPOSER \_\_\_\_\_ SCHOOL \_\_\_\_\_

NAME OF PROPOSED COURSE \_\_\_\_\_

1 DISCUSSION WITH PRINCIPAL      DATE \_\_\_\_\_ PRINCIPAL SIGNATURE \_\_\_\_\_

2 DISCUSSION WITH DEPT. CHAIR      DATE \_\_\_\_\_ DEPT. CHAIR SIGNATURE \_\_\_\_\_

3 REVIEW AT DEPARTMENT MEETING      DATE \_\_\_\_\_      APPROVED/DISAPPROVED (circle one)

4 REVIEW BY SITE LEADERSHIP TEAM      DATE \_\_\_\_\_      APPROVED/DISAPPROVED (circle one)

**District Office Use Only**

DISTRICT CURRICULUM COUNCIL      Date \_\_\_\_\_      APPROVED/DISAPPROVED (circle one)

STATE ADMINISTRATOR      Date \_\_\_\_\_      APPROVED/DISAPPROVED (circle one)

BOARD APPROVAL      Date \_\_\_\_\_      APPROVED/DISAPPROVED (circle one)

APPROVED / DENIED (circle one)

REASON FOR DENIAL:

IF DENIED, FORWARD THIS FORM TO THE COURSE PROPOSER--- Date:

IF APPROVED, FORWARD COURSE INFORMATION TO COUNSELOR AND DIRECTOR OF TECHNOLOGY

Date \_\_\_\_\_

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

**SUBJECT:** Approval of Introduction to Computer Science-ROP      **MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

---

Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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 Introduction to Computer Science ROP is a course designed to focus on the conceptual ideas of computing and help students understand why certain tools and coding languages are utilized to solve problems. Students will learn computational thinking practices of algorithm development, problem solving and programming. This course is an elective.

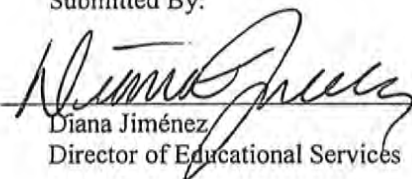
Recommendation:

It is the recommendation of the District that the State Administrator approve the Introduction to Computer Science ROP course.


Fiscal Impact:

Approximately \$4000 teacher professional development for the first year.

Submitted By:

  
Diana Jiménez  
Director of Educational Services

Approved:

  
Daniel R. Moirao, Ed.D.  
State Administrator



# South Monterey County Joint Union High School District

## COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

PROPOSER Valerie Reed SCHOOL KHS CROP  
NAME OF PROPOSED COURSE Introduction to Computer Science

1 DISCUSSION WITH PRINCIPAL DATE 9-21-15 PRINCIPAL SIGNATURE [Signature]

2 DISCUSSION WITH DEPT. CHAIR DATE 9/16/15 DEPT. CHAIR SIGNATURE [Signature]

3 REVIEW AT DEPARTMENT MEETING DATE 9/16/15  APPROVED /  DISAPPROVED (circle one)

4 REVIEW BY SITE LEADERSHIP TEAM DATE 9/24/15  APPROVED /  DISAPPROVED (circle one)

District Office Use Only

DISTRICT CURRICULUM COUNCIL Date 10/8/15  APPROVED /  DISAPPROVED (circle one)

STATE ADMINISTRATOR Date 10-13-15  APPROVED /  DISAPPROVED (circle one)

BOARD APPROVAL Date \_\_\_\_\_  APPROVED /  DISAPPROVED (circle one)

APPROVED / DENIED (circle one)  
REASON FOR DENIAL:  
  
IF DENIED, FORWARD THIS FORM TO THE COURSE PROPOSER--- Date: \_\_\_\_\_

IF APPROVED, FORWARD COURSE INFORMATION TO COUNSELOR AND DIRECTOR OF TECHNOLOGY  
Date \_\_\_\_\_

# South Monterey County Joint Union High School District

## NEW COURSE APPROVAL REQUIRED INFORMATION FORM

The *New Course Approval Required Information Form* **AND** the *Course Review Signature Form* must be fully completed by the course proposer and submitted to the Director of Educational Services by **October 1** (for the October District Curriculum Council meeting) **or December 1** (for the December District Curriculum Council meeting)

PROPOSER Valerie Reed SCHOOL KCHS

NAME OF PROPOSED COURSE Introduction to Computer Science (ROP) SEMESTER OR FULL YEAR (circle)

DEPARTMENT \_\_\_\_\_

MEETS A-G: Yes or No (circle) Yes

OPEN TO STUDENTS IN GRADES 9, 10, 11, 12 (circle one or more)

ELECTIVE: Yes or No (circle) Yes

**Respond fully** to the following questions on a separate sheet of paper and attach it to this form.

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	Book Technology Interactions (optional)	\$ 3,000 - 4,000
Equipment	N/A	
Facilities	N/A	
Teacher Training	Week long training Workshops Quarterly	4,000 - 5,000



Questions for new course approval

Question 1:

This course is designed to focus the conceptual ideas of computing and help students understand why certain tools or languages might be utilized to solve particular problems. Student's computational thinking practices of algorithm development, problem solving and programming will be developed. Interface design, limits of computers and societal and ethical issues will be introduced. In-depth understanding of how the content of their course connects to careers throughout the information Technology Industry Sector, careers within Science, Technology, Engineering, and Mathematics (STEM) will be gained.

Using CSTA K-12 STANDARDS SCAFFOLDING CHARTS LEVEL 2 & 3 ARE FOR HIGH SCHOOL

Areas of study	Standard area	category	levels
Human Computer Interaction	Collaboration	Tech tools &resources	2-3
Computational Thinking	Problem Solving	Problem solving	2-2, 3a, 3b
Web Design	Comp. practice & programming	Tech tools or the creation of digital	2-3, 3a-1,3a-2
Intro to Programming	Comp. practice & Programming	Programming	1:3-4, 1:6-5, 1:6-6 2:4, 2:5 3a's
Computing & Data Analysis	Comp. practice & Programming	Data collection &analysis	Start with 1:3-6 build up thru 3a:1,2 +
Robotics	Computers & Communication devices	Troubleshooting	All levels of standards

See Attached paperwork for description of levels, breakdown of content for areas of study. (Q1)

## Question 2

Computer Science is a much needed course in our district, we are one of the last high schools in Monterey County not to offer Computer Science. See attach (Q2) statistics for the years 2007-2016 70% increase Computer jobs.

In addition, SMCJUHSD website states the following:

### *Dedicated to Students, Committed to Excellence*

#### *Vision Statement*

*South Monterey County Joint Union High School District is a progressive academic learning community that is committed to life-long educational success.*

#### *Mission Statement*

*South Monterey County Joint Union High School District inspires and empowers all students with the knowledge and skills necessary to achieve their full potential as responsible productive citizens*

My Question is this: How can we help our students be responsible productive citizens if 70% of future jobs require them to have Computer Science background, if we don't offer the course?

## Question 3

Adding this class would allow students to have options in choosing computer classes. As the interest grows additional courses can be added to meet the demand.

## Question 4

Yes, the prerequisite is Introduction to Computer Applications with a C or better or teacher recommendation.

Math 1 grade of C or higher (to be successful)



#### Question 5

Offering Computer Science would be a testament to the mission and vision statements that we profess on our SMCJUHSD website. We are at the crossroads of becoming a well rounded school for all students. We need to not just show our community that we are keeping pace with other schools in Monterey County, but with California's vision for the future.

#### Question 6

Scheduling for the school year 2015-16, counseling had over 75 students signed up who showed interest in taking a Computer Science Course. Based on that response, we expect to have at least a minimum of 2 full classes. The class would be limited to 31 students, due to the computer lab.

#### Question 7

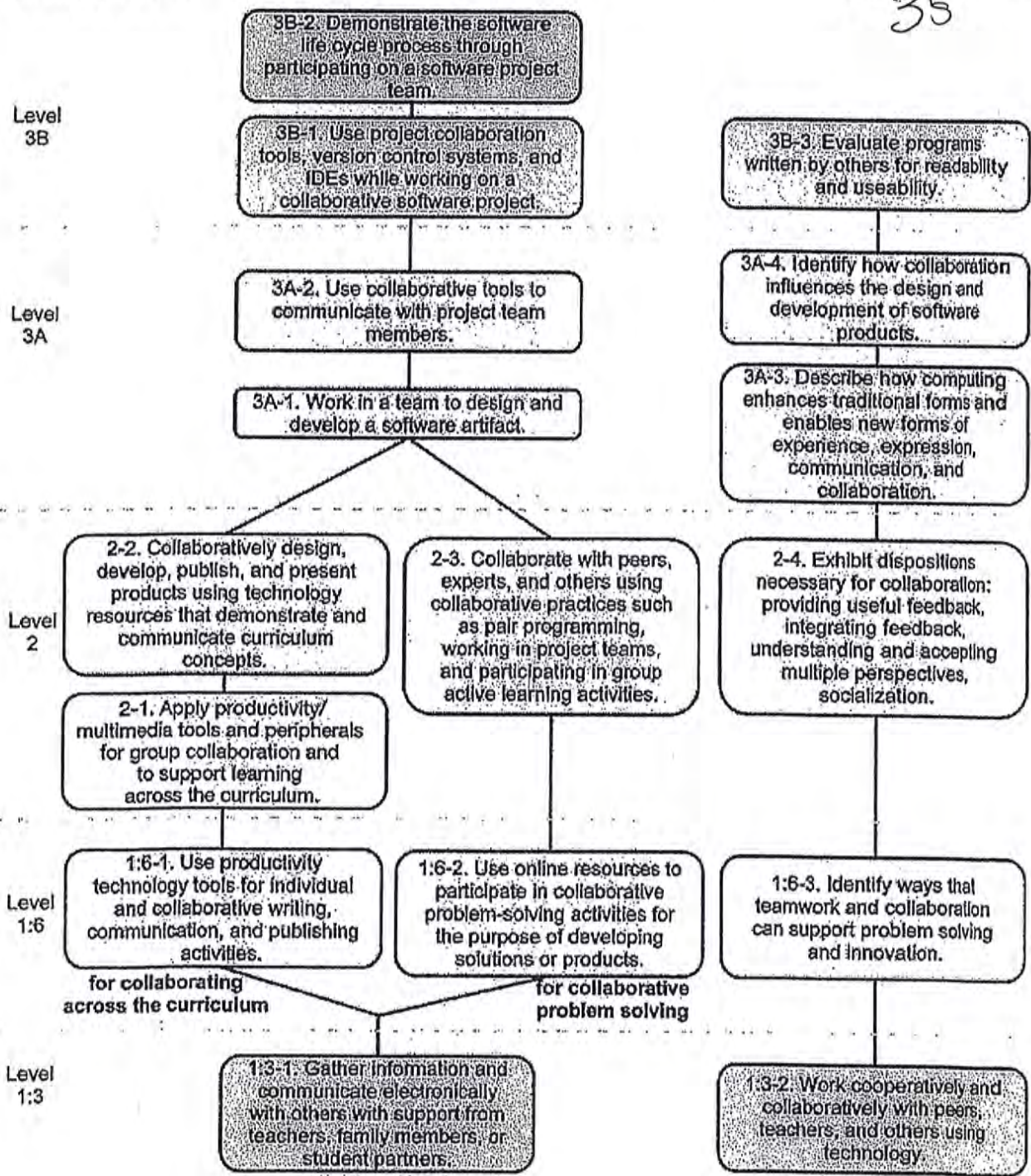
At the present there isn't an issue for teaching this course. At the present time, the state of California is looking into setting up a Supplementary Authorization for Computer Science. I am collaborating with a group of Monterey County teachers that are certified in different fields teaching computer Science courses.

Q1

K-12 Standards Scaffolding Charts

High School level level 2+ 35

Collaboration

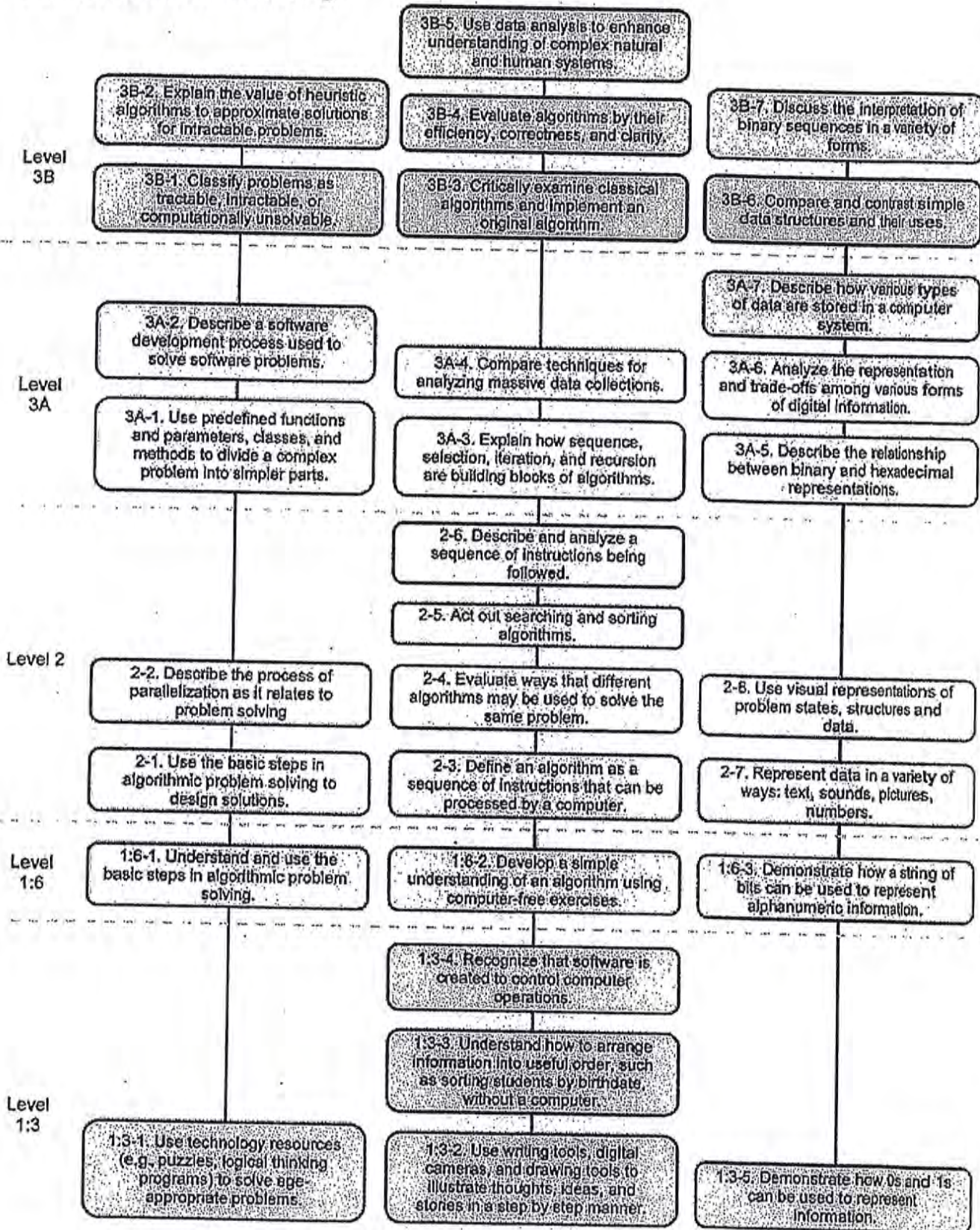


Using technology tools and resources for collaboration

Computing as a collaborative endeavor.



# Computational Thinking

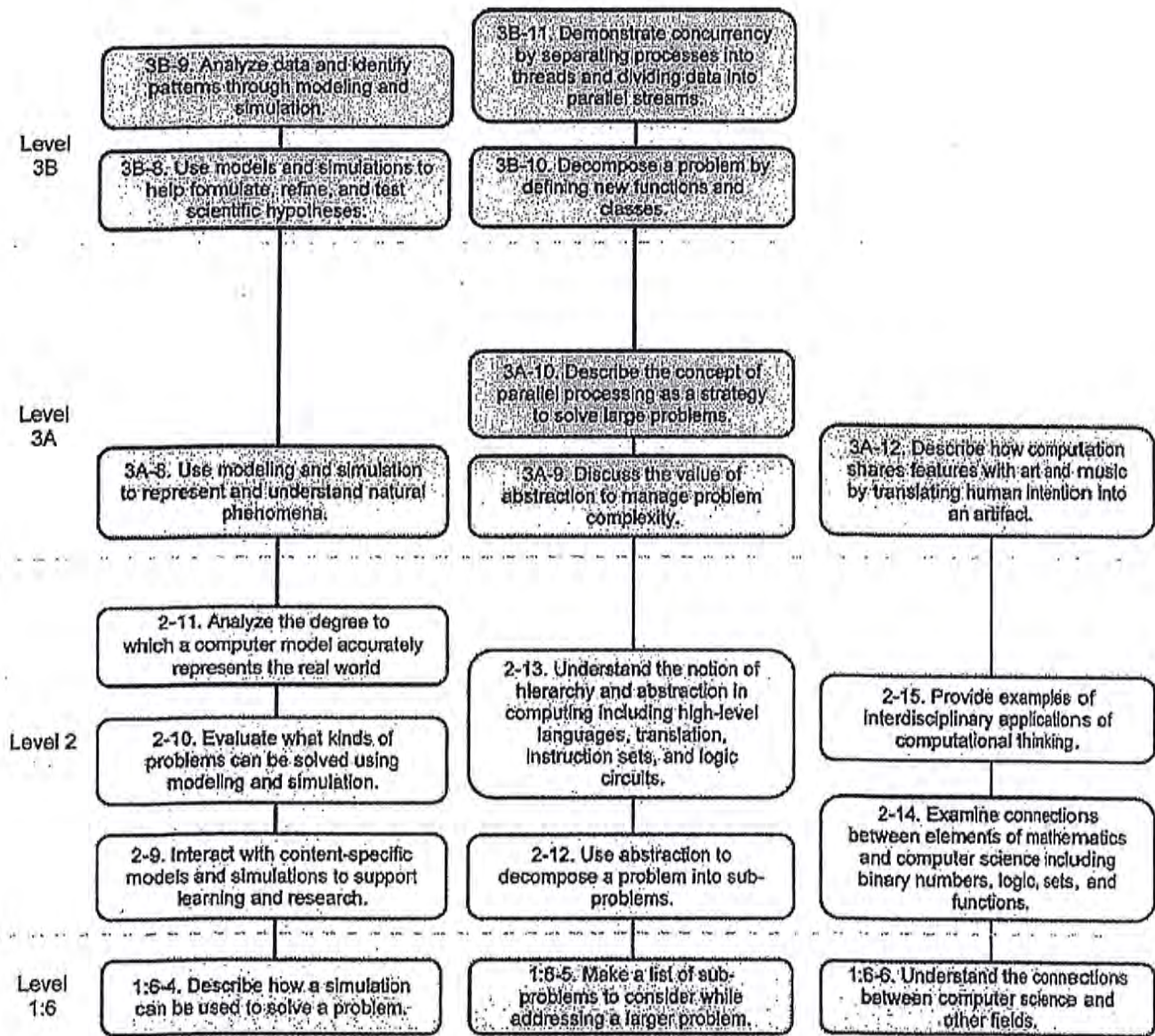


**Problem solving**

**Algorithms**

**Data representation**





Level  
1:3

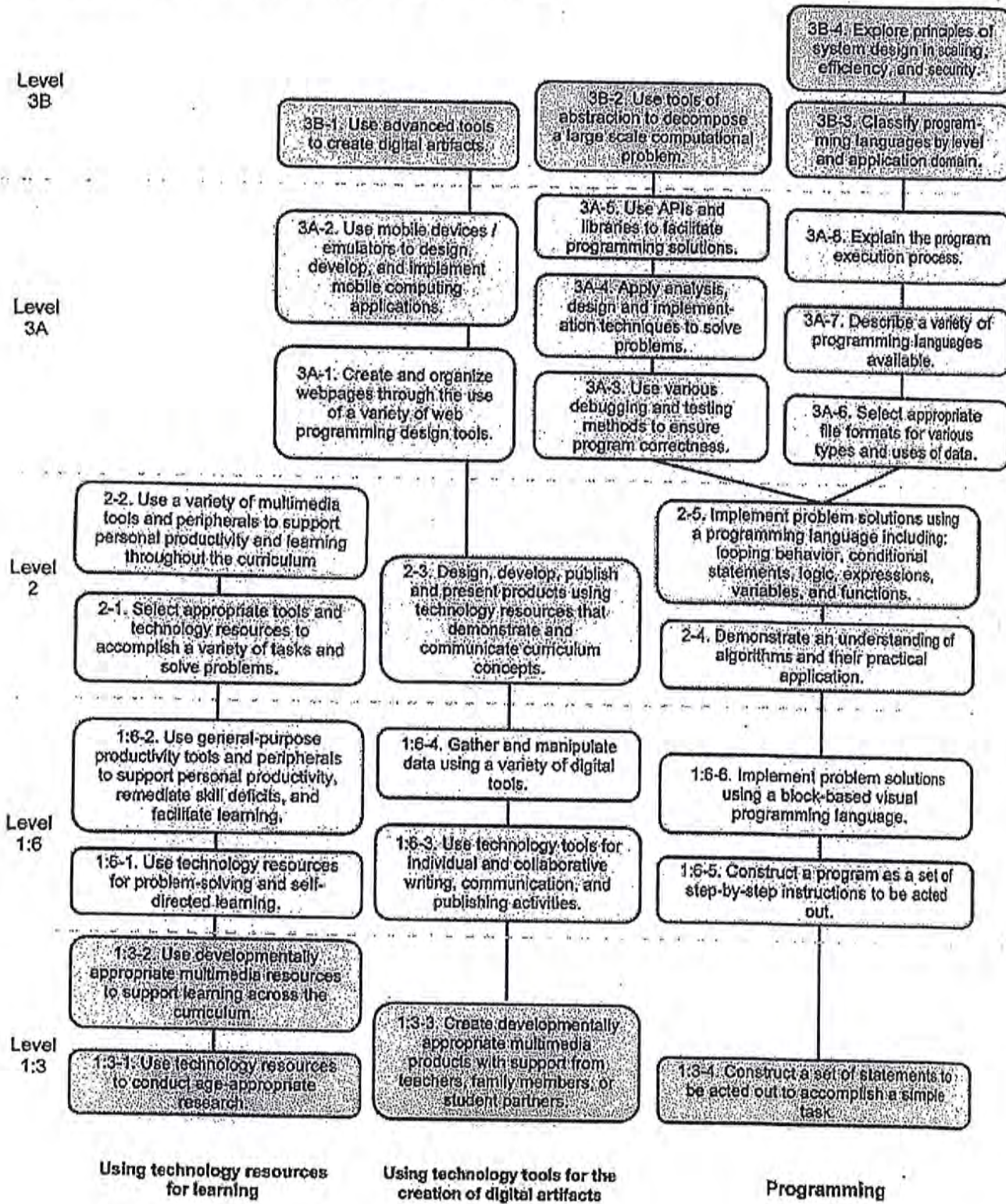
**Modeling and  
Simulation**

**Abstraction**

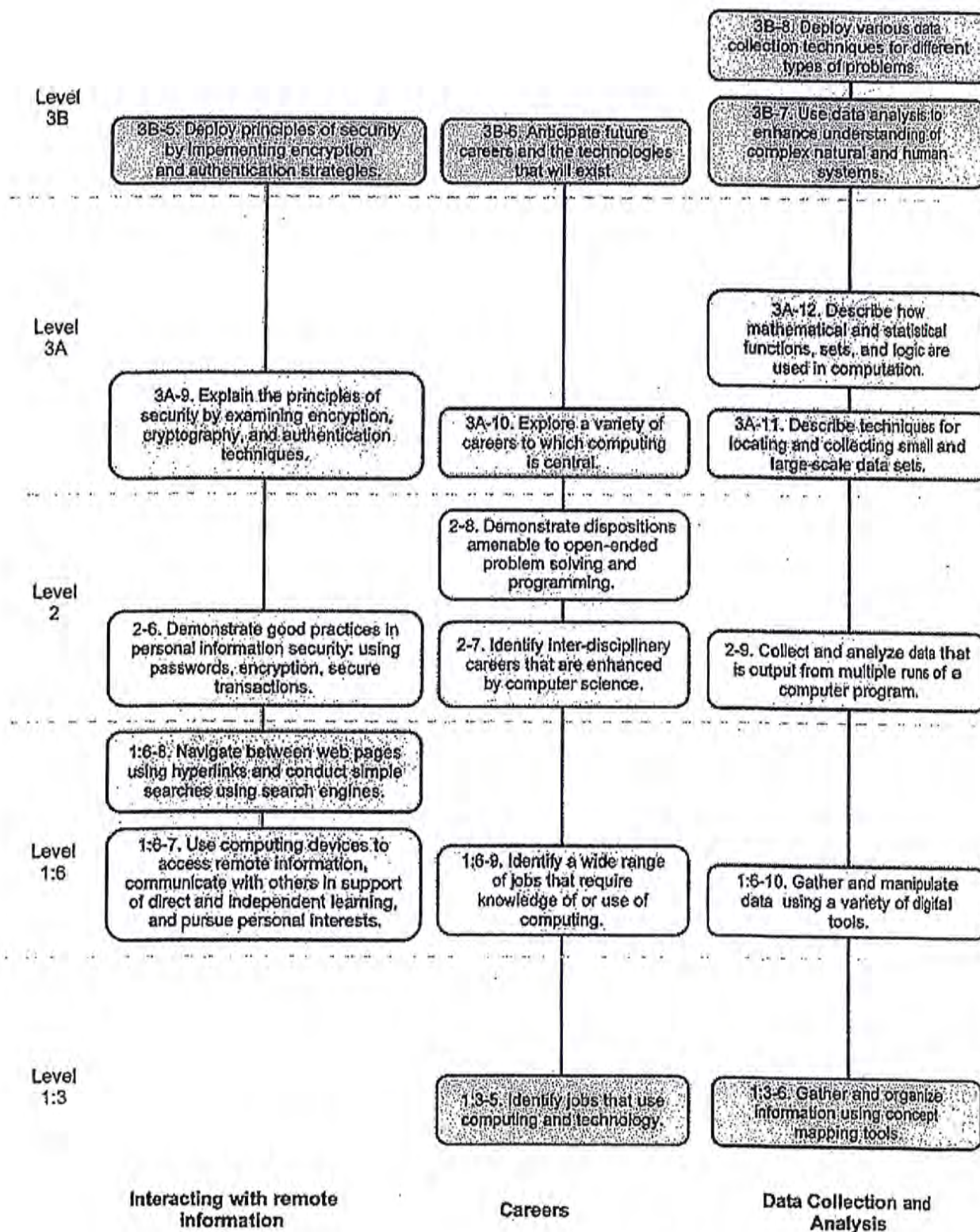
**Connections to  
other fields**



# Computing Practice and Programming

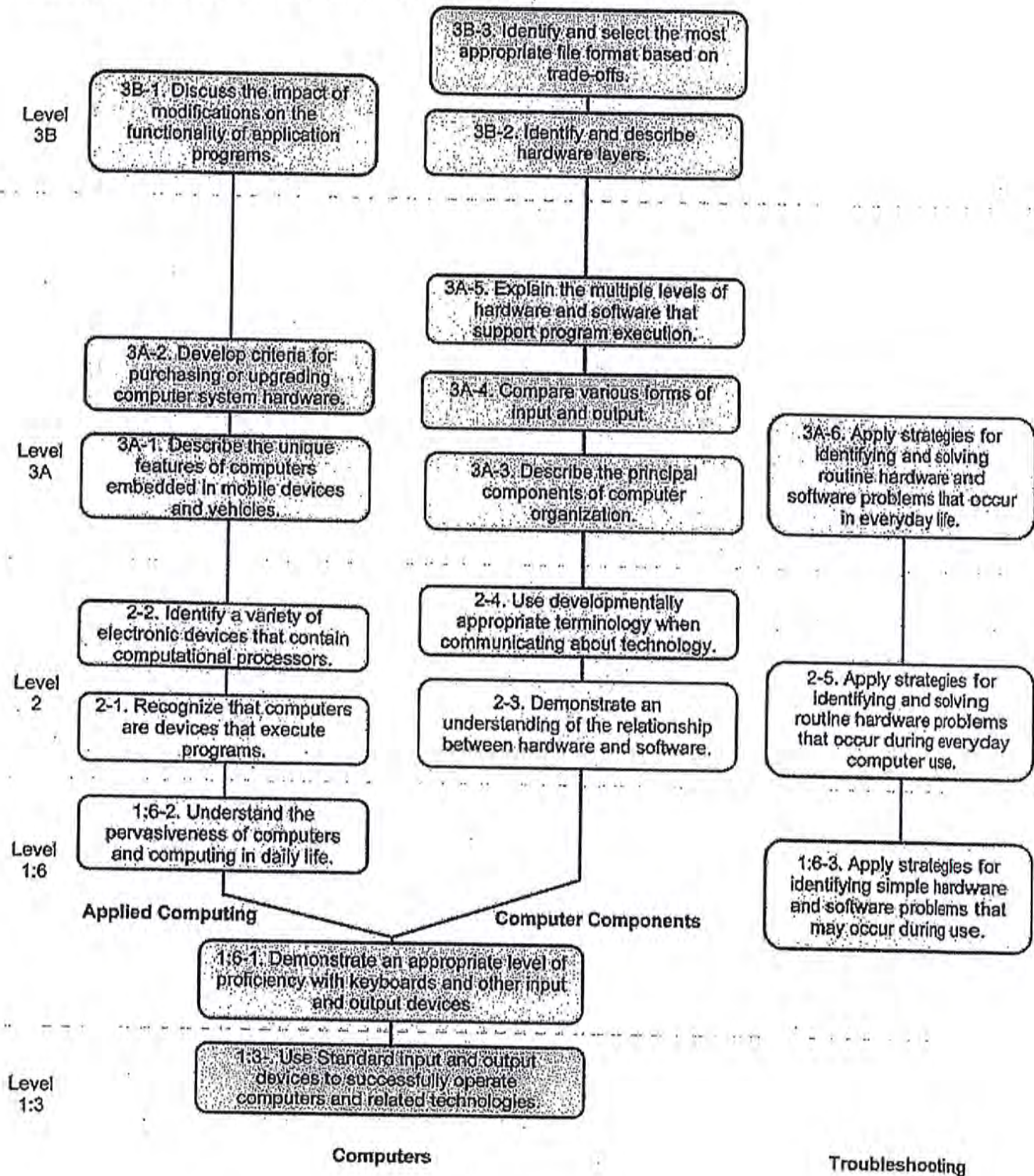


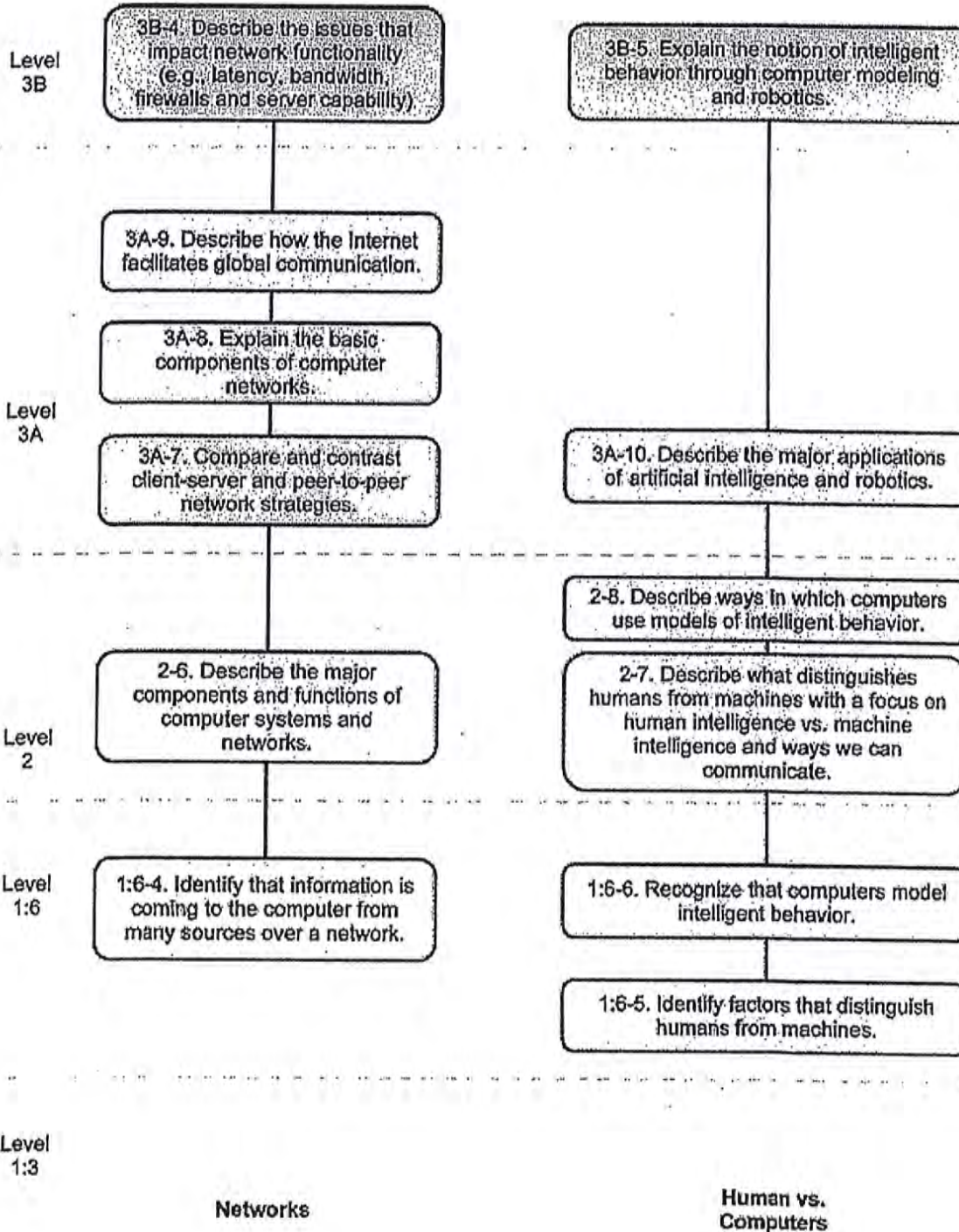






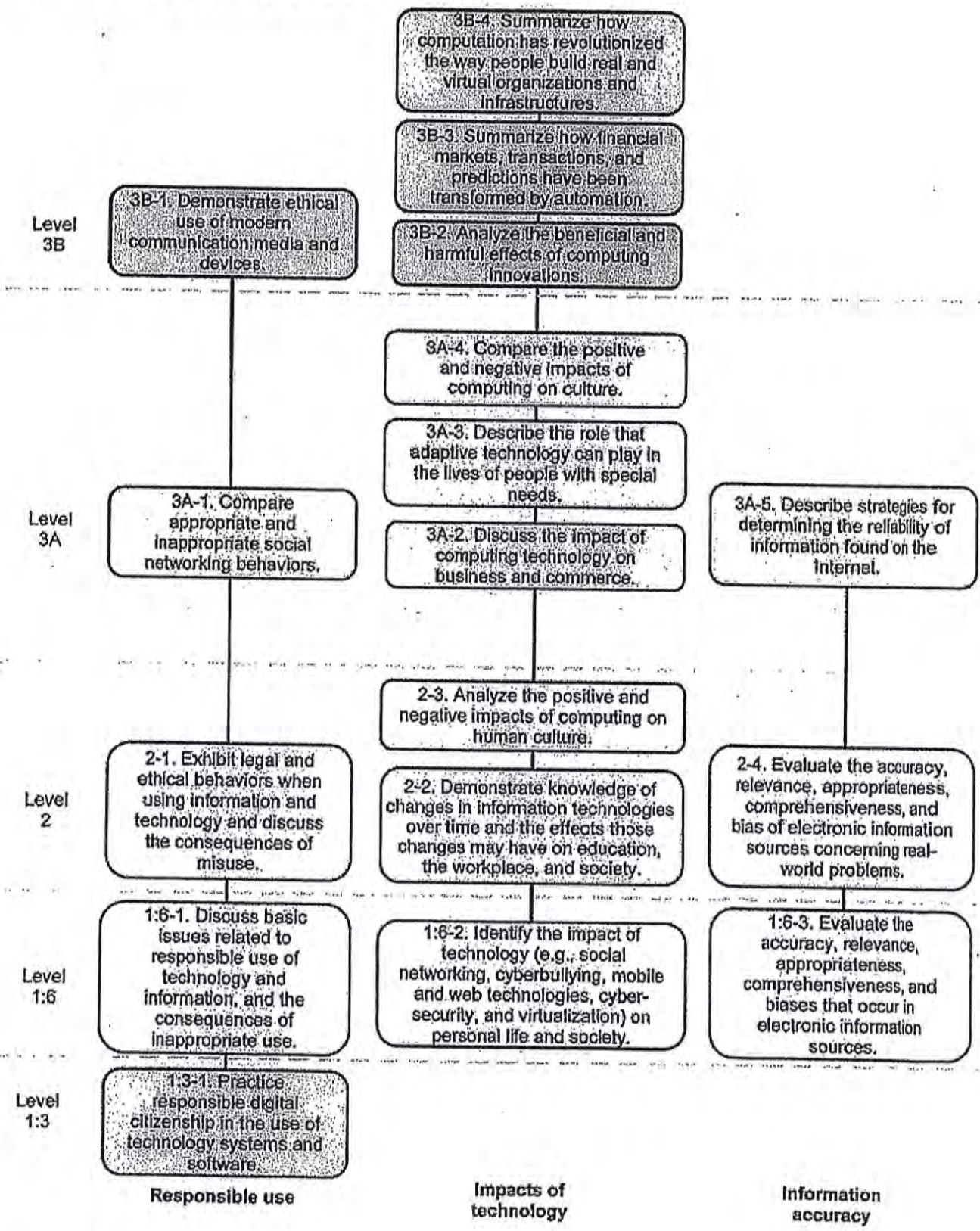
# Computers and Communications Devices



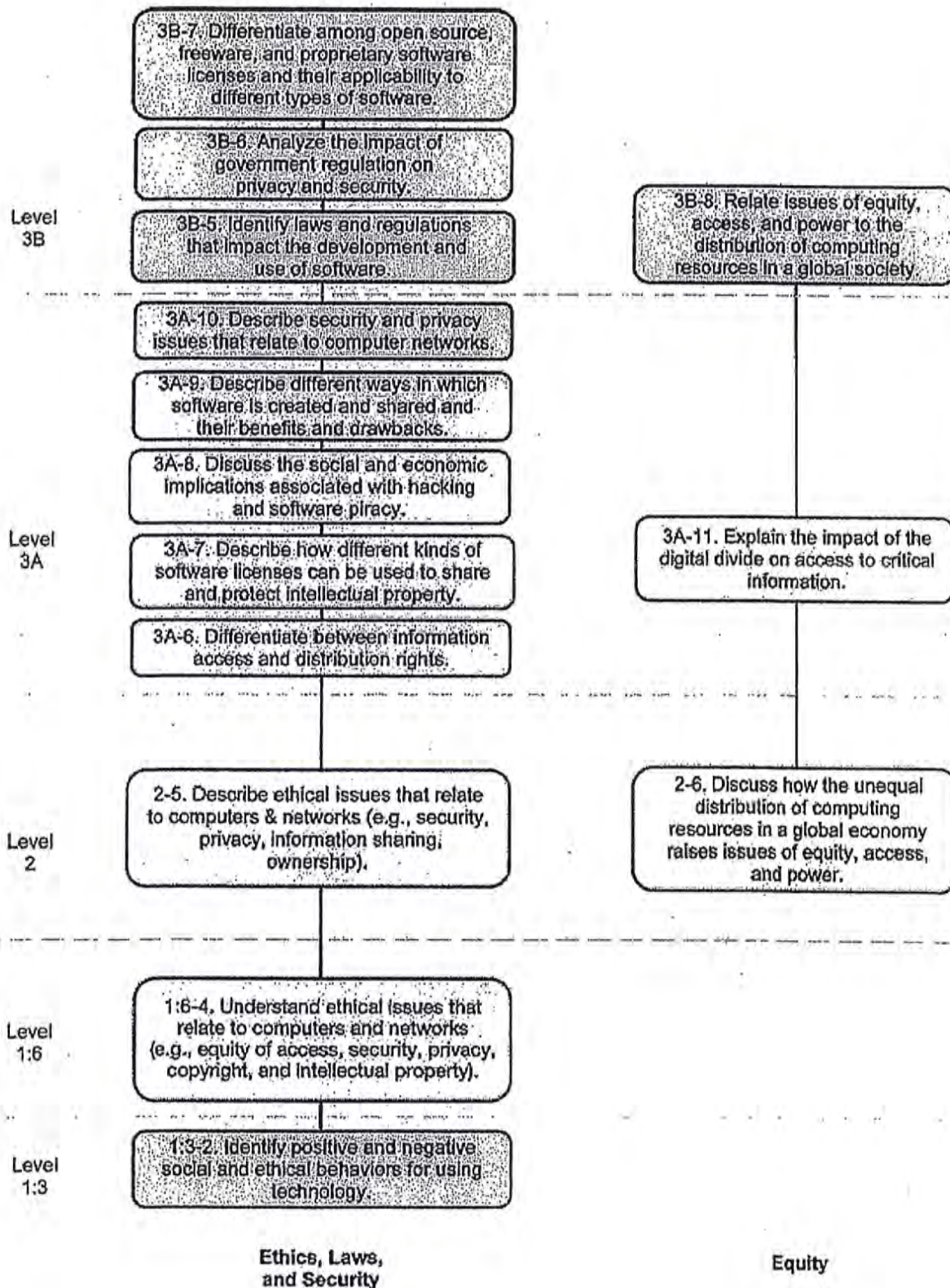




# Community, Global, and Ethical Impacts







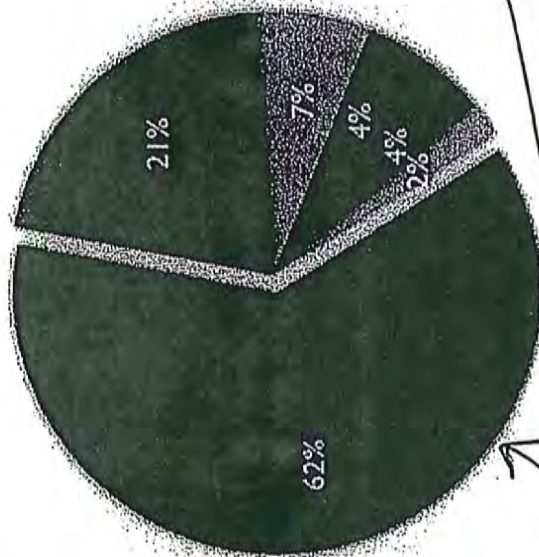




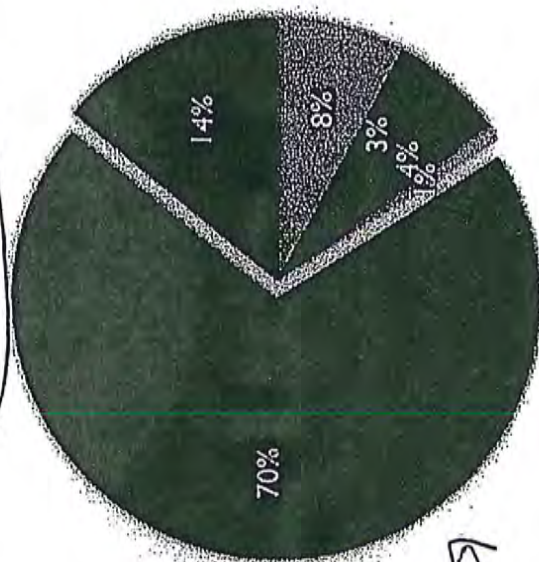
# Computing is where the jobs are...

Q2

Projected S&E Job Openings  
(new jobs + net replacements, 2006-2016)



Projected S&E Job Creation  
(new jobs, 2006-2016)



- Computer Scientists
- Computer Specialists
- Life Scientists
- Engineers
- Physical Scientists
- Social Scientists
- Mathematical Scientists

Source: US Bureau of Labor Statistics, 2007

## MISSION TRAILS REGIONAL OCCUPATION PROGRAM

1. **COURSE TITLE:** Introduction to Computer Science
  
2. **CBEDS TITLE:** Exploring Computer Science
  
3. **CBEDS NUMBER:** 4635
  
4. **JOB TITLES:** Software Applications Support  
Programmer  
Software Technician
  
5. **COURSE DESCRIPTION:** This course is designed to focus the conceptual ideas of computing and help students understand why certain tools or languages might be utilized to solve particular problems. Student's computational thinking practices of algorithm development, problem solving and programming will be developed. Interface design, limits of computers and societal and ethical issues will be introduced. In-depth understanding of how the content of their course connects to careers throughout the information Technology Industry Sector, careers within Science, Technology, Engineering, and Mathematics (STEM) will be gained.
  
6. **HOURS:** 180
  
7. **PREREQUISITES:**
  
8. **REVISION DATE:**



9. COURSE OUTLINE:

a. CONTENT AREA SKILLS:

i. EXPECTED STUDENT OUTCOMES

ii. HOURS OF INSTRUCTION

**COURSE OUTLINE**

CONTENT AREA SKILLS	EXPECTED STUDENT OUTCOMES	HOURS		
		CL	CC	CP
<p><b>Instruction will include:</b></p> <p>1. Human Computer Interaction</p> <p><i>Using tech tools &amp; resources for collaboration</i></p> <p><i>Level 2-3</i></p>	<p><b>Student will be able to:</b></p> <p>1.</p> <ul style="list-style-type: none"> <li>a) Analyze the characteristics of hardware components to determine the applications for which they can be used.</li> <li>b) Use appropriate tools and methods to execute internet searches which yield requested data.</li> <li>c) Evaluate the results of web searches and the reliability of information found on the Internet.</li> <li>d) Explain the differences between tasks that can and cannot be accomplished with a computer.</li> <li>e) Analyze the effects of computing on society within economic, social, and cultural contexts.</li> <li>f) Communicate legal and ethical concerns raised by computing innovation.</li> <li>g) Explain the implications of communicating as data exchange.</li> </ul>	30	5	
<p>2. Problem Solving</p> <p><i>Problem Solving</i></p> <p><i>Level 2, 3A-B</i></p>	<p>2.</p> <ul style="list-style-type: none"> <li>a) Name and explain the steps they use in solving a problem.</li> <li>b) Solve a problem by applying appropriate problem-solving techniques.</li> <li>c) Express a solution using standard design tools.</li> <li>d) Determine if a given algorithm successfully solves a stated problem.</li> <li>e) Create algorithms that meet specified objectives.</li> <li>f) Explain the connections between binary numbers and computers.</li> <li>g) Summarize the behavior of an algorithm.</li> <li>h) Compare the tradeoffs between different algorithms for solving the same problem.</li> <li>i) Explain the characteristics of problems that cannot be solved by an algorithm</li> <li>j)</li> </ul>	25	5	

*Collaboration*

*Computational Thinking*

Computing Practice X Programming

Computing Practice X Programming

Computers + Comm. Dev.

<p>3. Web Design</p> <p>Using tech tools for the creation of digital</p> <p>2-3 3a-1, 2,</p>	<p>3.</p> <ul style="list-style-type: none"> <li>a) Create web pages to address specified objectives.</li> <li>b) Create web pages with a practical, personal, and/or societal purpose.</li> <li>c) Select appropriate techniques when creating web pages.</li> <li>d) Use abstraction to separate style from content in web page design and development.</li> <li>e) Describe the use of a website with appropriate documentation.</li> </ul>			
<p>4. Introduction to Programming</p> <p>Under programming</p> <p>1:3-4, 1:6-5, 1:6-6, 2-4 2:5 3a.1's</p>	<p>4.</p> <ul style="list-style-type: none"> <li>a) Use appropriate algorithms to solve a problem.</li> <li>b) Design, code, test, and execute a program that corresponds to a set of specifications.</li> <li>c) Select appropriate programming structures.</li> <li>d) Locate and correct errors in a program.</li> <li>e) Explain how a particular program functions.</li> <li>f) Justify the correctness of a program.</li> <li>g) Create programs with practical, personal, and/or societal intent.</li> </ul>	35	5	
<p>5. Computing and Data Analysis</p> <p>Data collection &amp; analysis</p> <p>Start w/ 1:3-6 build thru 3a-12+</p>	<p>5.</p> <ul style="list-style-type: none"> <li>a) Describe the features of appropriate data sets for specific problems.</li> <li>b) Apply a variety of analysis techniques to large data sets.</li> <li>c) Use computers to find patterns in data and test hypotheses about data.</li> <li>d) Compare different analysis techniques and discuss the tradeoffs among them.</li> <li>e) Justify conclusions drawn from data analysis</li> </ul>	30	5	
<p>6. Robotics</p> <p>troubleshooting all levels</p> <p>Computers all levels</p>	<p>6.</p> <ul style="list-style-type: none"> <li>a) Identify the criteria that describe a robot and determine if something is a robot.</li> <li>b) Match the actions of the robot to the corresponding parts of the program.</li> <li>c) Build, code, and test a robot that solves a stated problem.</li> <li>d) Explain ways in which different hardware designs affect the function of a machine.</li> <li>e) Describe the tradeoffs among multiple ways to program a robot to achieve a goal.</li> </ul>	35	5	



**10. COURSE OUTLINE:**

**b) CAREER PERFORMANCE STANDARDS**

i) **EXPECTED STUDENT OUTCOMES**

ii) **HOURS OF INSTRUCTION**

**COURSE OUTLINE**

CAREER PERFORMANCE STANDARDS	EXPECTED STUDENT OUTCOMES	HOURS
<p><b>Instruction will include:</b></p>	<p><b>Student will be able to:</b></p>	
<p><b>1. Personal Skills</b></p> <ul style="list-style-type: none"> <li>▪ Classroom policies &amp; procedures</li> <li>▪ Ethics               <ul style="list-style-type: none"> <li>→ Work</li> <li>→ Business</li> </ul> </li> <li>▪ Sexual harassment laws</li> <li>▪ Personal skills, including positive attitude, self-confident, honesty, perseverance &amp; self-discipline</li> <li>▪ Professional appearance</li> <li>▪ Time management</li> <li>▪ Lifelong learning</li> </ul>	<p><b>1. Understand how personal skill development, including positive attitude, honesty, self-confidence, time management, &amp; other positive traits affect employability.</b></p> <ul style="list-style-type: none"> <li>▪ Demonstrate and understand classroom policies &amp; procedures</li> <li>▪ Define work and business ethics &amp; demonstrate the importance of ethical standards &amp; social responsibilities in the business environment.</li> <li>▪ Discuss the laws applicable to sexual harassment &amp; discuss tactics for handling harassment situations.</li> <li>▪ Demonstrate personal skills in class and/or business environment:               <ul style="list-style-type: none"> <li>→ Positive attitude</li> <li>→ Self-confidence</li> <li>→ Honesty</li> <li>→ Perseverance</li> <li>→ Self-discipline</li> </ul> </li> <li>▪ Demonstrate and model personal hygiene and acceptable professional attire</li> <li>▪ Prioritize tasks and meet deadlines</li> <li>▪ Explain the importance of lifelong learning</li> </ul>	<p>Integrated in content area skills</p>

CAREER PERFORMANCE STANDARDS	EXPECTED STUDENT OUTCOMES	HOURS
<b>Instruction will include:</b>	<b>Student will be able to:</b>	
<p><b>2. Interpersonal Skills</b></p> <ul style="list-style-type: none"> <li>▪ Group dynamics</li> <li>▪ Conflict resolution and negotiation</li> <li>▪ Team work</li> <li>▪ Etiquette across gender and cultural groups</li> </ul>	<p><b>2. Understand principles of effective interpersonal skills, including group dynamics, conflict resolution, and negotiation.</b></p> <ul style="list-style-type: none"> <li>▪ Identify and explain the key concepts of group dynamics</li> <li>▪ Discuss and demonstrate the dynamics of conflict resolution and negotiation, and their importance within the business environment</li> <li>▪ Demonstrate effective teamwork, share responsibilities, accept supervision and assume leadership roles</li> <li>▪ Demonstrate cooperative working relationships and proper etiquette across gender and cultural groups</li> </ul>	<p>Integrated in content area skills</p>
<p><b>3. Thinking and Problem-Solving Skills</b></p> <ul style="list-style-type: none"> <li>▪ Critical and creative thinking skills</li> <li>▪ Logical reasoning and problem-solving skills</li> <li>▪ Numerical estimation, measurement, and calculation</li> <li>▪ Identify, locate, and organize needed information and propose, evaluate, and select alternative solutions</li> </ul>	<p><b>3. Understand the importance of critical thinking and problem-solving skills in the workplace.</b></p> <ul style="list-style-type: none"> <li>▪ Apply critical and creative thinking skills in a work environment and implement a plan of improvement as needed</li> <li>▪ Demonstrate logical reasoning and problem solving skills in a work environment</li> <li>▪ Apply numerical estimation, measurement and calculation skills to business applications including the following: <ul style="list-style-type: none"> <li>→ Whole number math</li> <li>→ Decimals &amp; fractions</li> <li>→ Counting &amp; monetary functions</li> <li>→ Use of tables &amp; graphs</li> </ul> </li> <li>▪ Recognize problem situations; identify, locate and organize needed information, and propose, evaluate and select from alternate solutions</li> </ul>	<p>Integrated in content area skills</p>



CAREER PERFORMANCE STANDARDS	EXPECTED STUDENT OUTCOMES	HOURS
<b>Instruction will include:</b>	<b>Student will be able to:</b>	
<b>4. Communication Skills</b> <ul style="list-style-type: none"> <li>▪ Written communications</li> <li>▪ Verbal and Nonverbal communications</li> <li>▪ Active and effective listening</li> <li>▪ Proper etiquette in business communications</li> <li>▪ Writing and editing skills</li> <li>▪ Use of reference material and handbooks</li> <li>▪ Oral presentations</li> </ul>	<b>4. Understand principles of effective communication.</b> <ul style="list-style-type: none"> <li>▪ Read and implement written instructions, technical manuals, written communication, and reference books</li> <li>▪ Present a positive image of verbal and nonverbal communication through use of appropriate methods</li> <li>▪ Demonstrate active and effective listening skills through verbal, nonverbal and written feedback</li> <li>▪ Demonstrate proper etiquette in business communications, including an awareness of requisite for international communications (languages, customs, and time zones)</li> <li>▪ Demonstrate the following writing and editing skills:               <ul style="list-style-type: none"> <li>→ Use correct grammar, punctuation, capitalization, vocabulary and spelling</li> <li>→ Write, proofread and edit</li> <li>→ Select and use appropriate forms of communication</li> </ul> </li> <li>▪ Exhibit a proficiency in the use of reference materials such as dictionary, thesaurus, telephone directory, almanac, zip code directory, and office handbooks</li> </ul>	Integrated in content area skills
<b>5. Occupational Safety</b> <ul style="list-style-type: none"> <li>▪ Good safety practices</li> </ul>	<b>5. Understand occupational safety issues, including avoidance of physical hazards</b> <ul style="list-style-type: none"> <li>▪ Model and implement good safety practices including:               <ul style="list-style-type: none"> <li>→ Avoidance and reporting of physical hazards in the work environment</li> <li>→ Safe operation of equipment</li> <li>→ Proper handling of hazardous materials</li> </ul> </li> </ul>	Integrated in content area skills

CAREER PERFORMANCE STANDARDS	EXPECTED STUDENT OUTCOMES	HOURS
<b>Instruction will include:</b>	<b>Student will be able to:</b>	
<b>6. Employment Literacy</b> <ul style="list-style-type: none"> <li>▪ Expand awareness of career opportunities</li> <li>▪ Set employment goals and objectives</li> <li>▪ Aptitudes, personal characteristics and interests</li> <li>▪ Develop portfolio to C-TAP standards</li> <li>▪ Develop interviewing techniques</li> </ul>	<b>6. Understand career paths and strategies for obtaining employment.</b> <ul style="list-style-type: none"> <li>▪ Explore career opportunities and develop a career plan</li> <li>▪ Identify steps for setting goals and writing personal goals and objectives</li> <li>▪ Examine aptitudes related to career options; relate personal characteristics and interests to educational and occupational opportunities</li> <li>▪ Develop a portfolio to include the following:               <ul style="list-style-type: none"> <li>→ Letter of Introduction</li> <li>→ Cover letter</li> <li>→ Resume</li> <li>→ Thank you letter</li> <li>→ Job application</li> <li>→ Licenses, Certificates and Awards</li> <li>→ Transcripts</li> <li>→ Letters of Recommendation</li> <li>→ Work Samples</li> </ul> </li> </ul>	Integrated in content area skills
<b>7. Technology Literacy</b> <ul style="list-style-type: none"> <li>▪ Apply Industry specific technology</li> <li>▪ Use Industry specific software</li> <li>▪ Demonstrate Keyboarding</li> <li>▪ Accessing information</li> <li>▪ Lifelong enhancement of technology skills</li> </ul>	<b>7. Understand and adapt to changing technology.</b> <ul style="list-style-type: none"> <li>▪ Identify and demonstrate use of appropriate technology</li> <li>▪ Identify and use industry specific software</li> <li>▪ Demonstrate proficiency in alphanumeric keyboarding</li> <li>▪ Input and retrieve information</li> <li>▪ Understand the importance of lifelong learning in adapting to changing technology</li> </ul>	Integrated in content area skills



# SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

## INTRODUCTION TO COMPUTER SCIENCE (ROP)

**NAME AND CONTACT INFORMATION:** Mrs. V. Reed, phone number (831) 385-5461  
Email vreed@smcjuhsd.org

**COURSE OBJECTIVES; BASED ON TECHNOLOGY STANDARDS:** The students will be able to utilize a variety of applications to demonstrate their thinking and problem solving skills, web design, basic programming, computing and data analysis proficiency in order to solve real world computer applications issues as well as to be able to apply their knowledge to all subject areas and careers

**COURSE DESCRIPTION:** This course is designed to focus the conceptual ideas of computing and help students understand why certain tools or languages might be utilized to solve particular problems. Student's computational thinking practices of algorithm development, problem solving and programming will be developed. Interface design, limits of computers and societal and ethical issues will be introduced. In-depth understanding of how the content of their course connects to careers throughout the information Technology Industry Sector, careers within Science, Technology, Engineering, and Mathematics (STEM) will be gained.

### CLASSROOM CODE OF CONDUCT:

The student will adhere to all school rules and district policies as summarized in the Parent handbook.

Do what you are supposed to do when you are supposed to do it. If not sure, ask!

### GRADING SCALE:

#### Administrative Regulation (AR) 5121 (a)

Grades for each grading period as follows:

A	(90-100%)	Outstanding Achievement	4.0 grade points
B	(80-89%)	Above Average Achievement	3.0 grade points
C	(70-79%)	Average Achievement	2.0 grade points
D	(60-69%)	Below Average Achievement	1.0 grade points
F	(0-59%)	Little or no Achievement	0 grade points
I		Incomplete	0 grade points

An Incomplete shall be given only when a student's work is not finished because of illness or other excused absence. If not made up within six weeks, the Incomplete shall become an F.

## Board Policy 5121 (b)

### Effect of Absences on Grades:

If a student misses class without an excuse and does not subsequently turn in homework, take a test, or fulfill another class requirement which he/she missed, the teacher may lower the student's grade for nonperformance, based on the value of the missed assignment.

The Board believes that 5 unexcused absences per grading period constitute excessive unexcused absences. Students with excessive unexcused absences may receive a failing grade and not receive credit for the class (es).

Students and parents/guardians shall be informed by the teachers if class credit is withheld due to excessive unexcused absences. Each time an unexcused absence occurs the student and parent/guardian shall again be notified of the district's policy regarding excessive unexcused absences. When a student has 4 unexcused absences a phone call and/or meeting will be arranged by the teacher with the parent/guardian.

**ASSESSMENTS/ASSIGNMENTS: Currently planned, but subject to change based on the needs of the students.** . Formal assessments will come in the form of projects, quizzes, tests, and oral presentations.

### **SPECIAL CIRCUMSTANCES:**

1. Missing work will be accepted up to prior to Finals Week each semester.
2. Plagiarism and cheating will result in a grade of zero (0).

**CLASS EXPECTATIONS – LEVEL OF RIGOR:** Most students will be able to keep up with class assignments if they work from bell to bell each day in class. Students can catch up on assignments if they get behind in the Library Lab before school, at lunch, and after school. This class is in the process of being approved as a G for the A-G UC approval

### **MATERIALS RESOURCES PROVIDED:**

**Textbook:** (?) Intro to Technology pub (glencoe)

#### **Software:**

Microsoft Word

Microsoft PowerPoint

Internet Explorer

Student abiding by Technology Contract signed in school packet.


*(Effective 7/1/12)*



[FEEDBACK](#)  
[CUSTOMER SUPPORT](#)

• [MY ACCOUNT](#) ▼

  
[CART 0](#)

  
[WISH LIST](#)

 **RAPID ORDER**

**Mc  
Graw  
Hill  
Education**

Possible  
book choice

[Home](#)»[Secondary](#)»[Trade & Technical Education](#)»[Technology](#)»[Technology Interactions](#)

## Technology Interactions

*Technology Interactions*, based on the 20 most popular technology education lab modules, provides opportunity for students to learn and apply technology principles to the solution of real-life problems. Students will gain understanding of the principles behind the National Standards for Technological Literacy.

[Program Components](#)  
[Price Disclaimer](#)

Items with a † before the title are only available for educators. If you have an existing account, please [Login](#) now to view availability and prices of these products. If you are a new customer, you will be prompted to create an account as part of the check-out process.

**ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE**

All prices on this site are for U.S. customers only.



0

National Components:

▼ Student Materials

(1) items

Technology Interactions, Student Edition with CD-ROM © 2007

ISBN: 9780078741722

MHID: 0078741726

Price: \$53.34

Qty:

ADD TO CART

ADD TO WISHLIST

*2133.60*

*700*

*2333.60*

*up to 5,000*

*Shipping Round  
around*

*part of total*

▼ Additional Resources

(1) items

‡ Technology Interactions, Teacher Resource CD-ROM © 2007

ISBN : 9780078741739

MHID: 0078741734

Price: \$159.00

Qty:





























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

**SUBJECT:** Approval of Advanced Placement Computer Science A    **MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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:

AP Computer Science A focuses on computing skills related to programming in Java. Students should be able to design, implement, and analyze solutions to problems, use and implement commonly used algorithms; develop and select appropriate algorithms and data structures to solve new problems; write solutions fluently in an object-oriented paradigm; write, run, test, and debug solutions in the Java programming language, utilizing standard Java library classes and interfaces from the AP Java subset; read and understand programs consisting of several classes and interacting objects; read and understand a description of the design and development process leading to such a program; and understand the ethical and social implications of computer use.

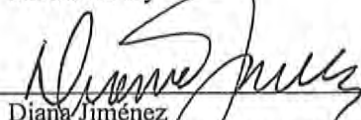
Recommendation:

It is the recommendation of the District that the State Administrator approve the AP Computer Science A course.


Fiscal Impact:

Approximately \$3,000 for Summer AP Institute teacher professional development

Submitted By:

  
\_\_\_\_\_  
Diana Jiménez  
Director of Educational Services

Approved:

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



15/16  
1st meeting

# South Monterey County Joint Union High School District

## NEW COURSE APPROVAL REQUIRED INFORMATION FORM

This paperwork must be fully completed by the course proposer and submitted to the Director of Educational Services by September 30. (For 2014-15 only, this deadline is December 5).

PROPOSER Tige Munoz SCHOOL King City High School  
 NAME OF PROPOSED COURSE AP Comp. Science A SEMESTER OR  FULL YEAR (circle)  
 DEPARTMENT Business/Science/Math MEETS A-G:  Yes or No (circle)  
 OPEN TO STUDENTS IN GRADES  9,  10,  11,  12 (circle one or more)

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

- Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.  
 This is the AP class that can follow a current business or technology pathway or exist as a singleton for advanced students
- Why is this proposed course needed?  
 To meet the LCAP goal of AP courses for STEM.
- How does this proposed course impact course sequencing or pathways within the department?  
 It will become one of many elective offerings.
- Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?  
 No, but teacher recommendation should be required
- How will this proposed course support Board and school goals?  
 Increases AP offerings. See the LCAP
- What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.  
 Increased elective.
- What are the staffing implications? Address teacher certification/credential issues.  
 None- Any Business, Science, or Math credential is legal
- What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	NA	
Equipment	NA	
Facilities	NA	
Teacher Training	AP Workshop	\$1500

# South Monterey County Joint Union High School District

## COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

This form must be submitted to the Director of Educational Services by September 30. (For 2014-15 only, this deadline is December 5).

PROPOSER Tige Munoz SCHOOL King City High School  
NAME OF PROPOSED COURSE AP Computer Science A  
DISCUSSION WITH PRINCIPAL DATE 3-3-15 PRINCIPAL SIGNATURE [Signature]  
DISCUSSION WITH DEPT. CHAIR DATE 3-3-15 DEPT. CHAIR SIGNATURE [Signature]  
REVIEW AT DEPARTMENT MEETING DATE \_\_\_\_\_ APPROVED/DISAPPROVED (circle one)  
REVIEW BY SITE LEADERSHIP TEAM DATE 3-5-15 APPROVED/DISAPPROVED (circle one)

### District Office Use Only

DISTRICT CURRICULUM COUNCIL Date 10/8/15 APPROVED/DISAPPROVED (circle one)  
STATE ADMINISTRATOR Date 10/13/15 APPROVED/DISAPPROVED (circle one)  
BOARD APPROVAL Date \_\_\_\_\_ APPROVED/DISAPPROVED (circle one)  
FORWARD COURSE INFORMATION TO COUNSELOR/REGISTRAR Date \_\_\_\_\_



## Course Description

The goals of the AP Computer Science A course are comparable to those in the introductory course for computer science majors offered in many college and university computer science departments. It is not expected that all students in the AP Computer Science A course will major in computer science at the university level. The AP Computer Science A course is intended to serve both as an introductory course for computer science majors and as a course for people who will major in other disciplines and want to be informed citizens in today's technological society.

The following goals apply to the AP Computer Science A course. Students should be able to:

- design, implement, and analyze solutions to problems.
- use and implement commonly used algorithms.
- use standard data structures.
- develop and select appropriate algorithms and data structures to solve new problems.
- write solutions fluently in an object-oriented paradigm.
- write, run, test, and debug solutions in the Java programming language, utilizing standard Java library classes and interfaces from the AP Java subset.
- read and understand programs consisting of several classes and interacting objects.
- read and understand a description of the design and development process leading to such a program. (Examples of such solutions can be found in the *AP Computer Science Labs*.)
- understand the ethical and social implications of computer use.



# AP<sup>®</sup> COMPUTER SCIENCE A



## About the Advanced Placement Program<sup>®</sup> (AP<sup>®</sup>)

The Advanced Placement Program<sup>®</sup> enables willing and academically prepared students to pursue college-level studies — with the opportunity to earn college credit, advanced placement, or both — while still in high school. AP Exams are given each year in May. Students who earn a qualifying score on an AP Exam are typically eligible, in college, to receive credit, placement into advanced courses, or both. Every aspect of AP course and exam development is the result of collaboration between AP teachers and college faculty. They work together to develop AP courses and exams, set scoring standards, and score the exams. College faculty review every AP teacher's course syllabus.

## AP Computer Science Program

When AP Computer Science Principles launches in the 2016–17 academic year, AP will have two computer science offerings, and students can take either course in any order. Currently one of the fastest growing AP courses, the AP Computer Science A course and exam continues to focus on computing skills related to programming in Java. The new AP Computer Science Principles course will complement AP Computer Science A as it aims to broaden participation in the study of computer science. The courses underscore the importance of communicating solutions appropriately and in ways that are relevant to current societal needs. AP Computer Science courses can help address traditional issues of equity, access, and broadening participation in computing while providing a strong and engaging introduction to fundamental areas of the discipline.

## AP Computer Science A Course Overview

AP Computer Science A is equivalent to a first-semester, college-level course in computer science. The course introduces students to computer science with fundamental topics that include problem solving, design strategies and methodologies, organization of data (data structures), approaches to processing data (algorithms), analysis of potential solutions, and the ethical and social implications of computing. The course emphasizes both object-oriented and imperative problem solving and design using Java language. These techniques represent proven approaches for developing solutions that can scale up from small, simple problems to large, complex problems. The AP Computer Science A course curriculum is compatible with many CS1 courses in colleges and universities.

### RECOMMENDED PREREQUISITES

Students should be comfortable with functions and the concepts found in the uses of function notation, such as  $f(x) = x + 2$  and  $f(x) = g(h(x))$ . It is important that students and their advisers understand that any significant computer science course builds upon a foundation of mathematical reasoning that should be acquired before attempting such a course.

### Lab Requirements

The AP Computer Science A course must include a minimum of 20 hours of hands-on structured lab experiences to engage students in individual or group problem solving. Thus, each AP Computer Science A course includes a substantial laboratory component in which students design solutions to problems, express their solutions precisely (e.g., in the Java programming language), test their solutions, identify and correct errors (when mistakes occur), and compare possible solutions.

### Computer Language

The AP Computer Science A course requires that solutions of problems be written in the Java programming language. Because the Java programming language is extensive with far more features than could be covered in a single introductory course, the AP Computer Science A Exam covers a subset of Java. The AP Java subset can be found in Appendix A of the Course Description.

## Goals of AP Computer Science A

Students should be able to

- Design, implement, and analyze solutions to problems;
- Use and implement commonly used algorithms;
- Develop and select appropriate algorithms and data structures to solve new problems;
- Write solutions fluently in an object-oriented paradigm;
- Write, run, test, and debug solutions in the Java programming language, utilizing standard Java library classes and interfaces from the AP Java subset;
- Read and understand programs consisting of several classes and interacting objects;
- Read and understand a description of the design and development process leading to such a program; and
- Understand the ethical and social implications of computer use.

## Topic Outline for AP Computer Science A

- I. Object-Oriented Program Design
  - A. Program and class design
- II. Program Implementation
  - A. Implementation techniques
  - B. Programming constructs
  - C. Java library classes and interfaces included in the AP Java Subset
- III. Program Analysis
  - A. Testing
  - B. Debugging
  - C. Runtime exceptions
  - D. Program correctness
  - E. Algorithm analysis
  - F. Numerical representations of integers
- IV. Standard Data Structures
  - A. Primitive data types (int, boolean, double)
  - B. Strings
  - C. Classes
  - D. Lists
  - E. Arrays (1-dimensional and 2-dimensional)
- V. Standard Operations and Algorithms
  - A. Operations on data structures
  - B. Searching
  - C. Sorting
- VI. Computing in Context
  - A. System reliability
  - B. Privacy
  - C. Legal issues and intellectual property



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

**GOVERNING BOARD**

**SUBJECT:** Approval of Project Lead The Way (PLTW)-  
Computer Science and Software Engineering (Foundational Course 1)

**MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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Board Goals:

- Improve/Sustain Student Achievement through CAASPP 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:

Computer Science and Software Engineering (CSE) is the first Foundational Course in the Project Lead the Way Computer Science Pathway. Using Python (programming language) as a primary tool and incorporating multiple platforms and languages for computation, this course aims to develop computational thinking, generate excitement about career paths that utilize computing, and introduce professional tools that foster creativity and collaboration. CSE helps students develop programming expertise and explore the workings of the Internet. Projects and problems include app development, visualization of data, cybersecurity, and simulation. This course aligns with the AP Computer Science Principles course.

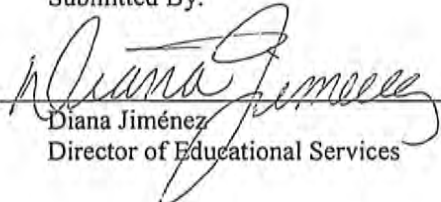
Recommendation:

It is the recommendation of the District that the State Administrator approve the Computer Science and Software Engineering (CSE) course in the Computer Science PLTW pathway.


Fiscal Impact:

Initial start-up costs of \$28,000 (license fees, teacher training, and lab supplies) covered by partnership with Hartnell Innovation Grant. District will be working on other grant opportunities to secure computers for the course.

Submitted By:

  
Diana Jiménez  
Director of Educational Services

Approved:

  
Daniel R. Moirao, Ed.D.  
State Administrator

## South Monterey County Joint Union High School District

### NEW COURSE APPROVAL REQUIRED INFORMATION FORM

This paperwork must be fully completed by the course proposer and submitted to the Director of Educational Services by September 30. (For 2014-15 only, this deadline is December 5).

PROPOSER Roianne Benjamin SCHOOL KCHS

NAME OF PROPOSED COURSE Computer Science and Software Engineering SEMESTER OR FULL YEAR (circle)

DEPARTMENT Science or Math MEETS A-G: Yes or No (circle)

OPEN TO STUDENTS IN GRADES 9, 10, 11, 12 (circle one or more) PLTW

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	Computer programs	Project lead the way program
Equipment	Computers and other related materials	Initial \$8,000
Facilities	Computer Lab	Continuing \$3,000 per year
Teacher Training	1-2 weeks of summer training	(The continuing costs may cover both PLTW courses)



### South Monterey County Joint Union High School District

#### COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

This form must be submitted to the Director of Educational Services by September 30. (For 2014-15 only, this deadline is December 5).

PROPOSER Roianne Benjamin SCHOOL KCHS

NAME OF PROPOSED COURSE Computer Science & software Engineering - PLTW

DISCUSSION WITH PRINCIPAL DATE 11-29-14 PRINCIPAL SIGNATURE [Signature]

DISCUSSION WITH DEPT. CHAIR Sci DATE 11-18-14 DEPT. CHAIR SIGNATURE Roianne Benjamin

REVIEW AT DEPARTMENT MEETINGS Sci DATE 11-12-14  APPROVED /  DISAPPROVED (circle one)

REVIEW BY SITE LEADERSHIP TEAM DATE 12/2/14  APPROVED /  DISAPPROVED (circle one)

District Office Use Only

DISTRICT CURRICULUM COUNCIL Date 12/11/14  APPROVED /  DISAPPROVED (circle one)

STATE ADMINISTRATOR Date 1/12/15 - [Signature]  APPROVED /  DISAPPROVED (circle one)

BOARD APPROVAL Date 10-17  APPROVED /  DISAPPROVED (circle one)

FORWARD COURSE INFORMATION TO COUNSELOR/REGISTRAR Date \_\_\_\_\_

# South Monterey County Joint Union High School District

## New Course Approval Process

### 1. Computer Science and Software Engineering

In this course students create apps for mobile devices, automate tasks in a variety of languages, and find patterns in data. Students collaborate to create and present solutions that can improve people's lives, and weigh the ethical and societal issues of how computing and connectivity are changing the world. This is a beginning coding and computer class. This course meets NGSS engineering and technology standards. It also meets many common core science, math and English standards. The students need to be a sophomore or older, should be in the upper 80% of their class, should have taken and passed math 1 and 2 and English 1 and 2.

2. The new NGSS standards include engineering and technology standards that can easily be met by taking this course. It would also add to students' understanding of scientific method and prepare students for college by giving them the ability to think like an engineer, which is vital to many STEM careers. This also helps to increase students' computer skills to help them prepare for technological careers.

3. This would enable the science, math and technology departments to integrate student learning and to create a pathway for students to follow in order to help better prepare them for STEM careers.

4. The prerequisite for this course would have taken and passed math 1 and English 1. They should also have passed or be concurrently enrolled in math 2 and English 2.

5. This course would help increase student STEM understanding and skills and increase student preparedness for college level STEM courses. Since all STEM courses requires a basic understanding of computers, this class would be crucial to that end.

6. The first year only one course will be offered, with an enrollment of 30-35 students in one section. This will be offered as a math elective. In following years, we hope to offer at least two sections of the course, to be followed by higher level computer engineering classes.

7. Teachers do not have to have special certifications, but will need training. Project Lead the Way has detailed programs that instruct teachers and provide ongoing support. These trainings are part of the programs initial and continuing fees.

8. In order to conduct this class we would need to partner with Project Lead the Way. This program charges an overall fee for the initial classes, with a continuing fee each year for additional support and materials. Text books should not be necessary as these are hands on classes. Reading would be supplemental. Depending upon the program we are looking at a startup of \$6,000-10,000 and continuing fees of about \$3,000 per year. This covers all the costs for the program.





## Our Impact

MAKING A DIFFERENCE TODAY AND TOMORROW

Over the last several years, numerous reports and external organizations have validated Project Lead The Way's success in engaging the hearts and minds of students through science, technology, engineering, and math (STEM) education. We are proud to highlight several of the most recent studies and honors.

### Research and Results

Among other significant findings, independent research studies reveal that PLTW students outperform their peers in school, are better prepared for post-secondary studies, and are more likely to consider careers as scientists, technology experts, engineers, mathematicians, healthcare providers, and researchers compared to their non-PLTW peers.

Researchers at the Center for Urban and Multicultural Education at the Indiana University School of Education at Indiana University-Purdue University-Indianapolis analyzed data for more than 56,000 Indiana high school graduates. Major findings:

- High school graduates who participated in PLTW were nearly three times as likely to major in STEM, and 3 to 4 times more likely to study engineering, versus non-PLTW graduates.
- Students who took three or more PLTW courses while in high school were six times more likely to study STEM, and eight times more likely to study engineering, in college than their peers who had not taken PLTW while in high school.
- PLTW participation was significantly related to persistence into the second year of college, especially for those students who had taken three or more PLTW courses.

Pike, Gary and Kirsten Robbins (2014). Using Propensity Scores to Evaluate Education Programs. Indiana University-Purdue University-Indianapolis.

A Texas State University researcher collected and analyzed six years of longitudinally-linked student data to compare thousands of PLTW students to their non-PLTW peers. Major findings:

- PLTW enrollment in Texas has increased by over 400% over the last five years - Hispanic by over 500%; females nearly 600%; and low-income students by 650%
- PLTW students are more prepared for and attended Texas higher education institutions at a higher rate
- PLTW students scored higher on the state's mathematics assessment
- For those students who did not enroll in college, the median wage for PLTW students was 13.6% higher

Van Overschelde, James P. (Spring 2013) Project Lead The Way Students More Prepared For Higher Education. Texas State University. *American Journal of Engineering Education*, 4(1).

A researcher from the University of Virginia, Dr. Robert Tai, and his team collected and analyzed over 30 research studies and reports on PLTW. Key insights:

- PLTW contributes to a strong, positive impact on mathematics and science achievement
- PLTW has a positive influence on students' career interest and likelihood to continue their education
- PLTW offers a pathway to prepare and motivate students to enter careers in science and engineering
- A clear strength of the PLTW program is the intensive teacher professional development program

[Tai, Robert H. \(2012\). An Examination of Research Literature on PLTW. University of Virginia. Publication by PLTW. \(/sites/default/files/PLTW%20DR.TAI%20-%20brochure\\_pages.pdf\)](#)

According to a survey of PLTW students at the end of their senior year, 70% indicated that they intend to study engineering, technology, computer science, or another applied science, and 93% intend to pursue at least a two-year or four-year degree after high school.

True Outcomes Analysis of End-of-Course Evaluations for PLTW, 2009.



In addition, many post-secondary institutions across the country actively recruit PLTW students and provide recognition opportunities such as preferred admissions, scholarships, and course credit. Several prestigious engineering universities report high and increasing levels of PLTW student enrollment. For example:

- 60% of the 2013 incoming freshman class at the University of South Carolina College of Engineering and Computing took PLTW in high school.
- PLTW alumni account for over 45% of the students who were admitted in 2013 to the University of Minnesota's College of Engineering.
- 38% of the Milwaukee School of Engineering's 2013 freshman class previously took PLTW courses.

### **Recent Honors and Recognitions**

- In January 2014, PLTW was accepted as a 100Kin10 partner. As a partner, PLTW will train 27,602 teachers by 2018 to teach interdisciplinary STEM courses, with typical teachers seeking certification in two or more courses.
- In October 2013, Change the Equation selected PLTW as one of four high-quality STEM programs in the U.S.—and the only in-school curriculum provider—ready for significant national scale-up.
- The Social Impact Exchange placed PLTW on the S&I 100 Index in 2012 as one of the top 100 high-impact nonprofits in the United States.
- The PLTW Gateway program was selected as one of nine Iowa STEM Scale-Up Programs by the Iowa Governor's STEM Council for 2013–2014.
- PLTW was one of seven programs to receive the @Scale endorsement from the Massachusetts Governor's STEM Advisory Council.

[Approach \(/about-us/our-approach\)](#)

[Our Impact \(/about-us/our-impact\)](#)

[Testimonials \(/about-us/testimonials\)](#)

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
KING CITY HIGH SCHOOL

COMPUTER SCIENCE AND SOFTWARE ENGINEERING  
2015-2016

UC APPROVED FOR SCIENCE ELECTIVE

NAME AND CONTACT INFORMATION: *Roianne Benjamin Room 101*  
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phone: 831-385-5461 x 1101

COURSE OBJECTIVES; BASED ON THE NEXT GENERATION SCIENCE STANDARDS:  
UPON SUCCESSFUL COMPLETION OF THE COURSE, STUDENTS WILL

1. UNDERSTAND THE ALGORITHMS, GRAPHICS AND GRAPHICAL USER INTERFACES.
2. UNDERSTAND THE INTERNET AND THE WEB.
3. UNDERSTAND HOW SHOPPING AND SOCIAL MEDIA WORKS ON THE WEB.
4. UNDERSTAND HOW SECURITY AND CRYPTOGRAPHY WORKS ON THE WEB.
5. UNDERSTANDING HOW TO VISUALIZE DATA.
6. UNDERSTANDING HOW TO DISCOVER KNOWLEDGE FROM DATA SOURCES.
7. UNDERSTANDING INTELLIGENT BEHAVIOR AND APPLYING IT USING MOORE'S LAW AND INTELLIGENT AGENTS.

**COURSE DESCRIPTION:**

In this course students create apps for mobile devices, automate tasks in a variety of languages, and find patterns in data. Students collaborate to create and present solutions that can improve people's lives, and weigh the ethical and societal issues of how computing and connectivity are changing the world. This is a beginning coding and computer class. This course meets NGSS engineering and technology standards. It also meets many common core science, math and English standards. The students need to be a Sophomore or older, should be in the upper 80% of their class, should have taken and passed math 1 and 2 and English 1 and 2.

**CLASSROOM CODE OF CONDUCT:**

- The student will adhere to all school rules and district policies as summarized in the Parent handbook.

**GRADING SCALE:**

Administrative Regulation (AR) 5121 (a)

Grades for each grading period as follows:

A	(90-100%)	Outstanding Achievement	4.0 grade points
B	(80-89%)	Above Average Achievement	3.0 grade points
C	(70-79%)	Average Achievement	2.0 grade points
D	(60-69%)	Below Average Achievement	1.0 grade points
F	(0-59%)	Little or no Achievement	0 grade points
I		Incomplete	0 grade points



An Incomplete shall be given only when a student's work is not finished because of illness or other excused absence. If not made up within six weeks, the Incomplete shall become an F.

#### METHODS OF EVALUATION & ASSESSMENT

A.	Tests	40%
B.	9 week test	15%
C.	Homework, notebook, classwork	45%

#### Board Policy 5121 (b)

##### Effect of Absences on Grades:

If a student misses class without an excuse and does not subsequently turn in homework, take a test, or fulfill another class requirement which he/she missed, the teacher may lower the student's grade for nonperformance, based on the value of the missed assignment.

The Board believes that 5 unexcused absences per grading period constitute excessive unexcused absences. Students with excessive unexcused absences may receive a failing grade and not receive credit for the class (es).

Students and parents/guardians shall be informed by the teachers if class credit is withheld due to excessive unexcused absences. Each time an unexcused absence occurs the student and parent/guardian shall again be notified of the district's policy regarding excessive unexcused absences. When a student has 4 unexcused absences a phone call and/or meeting will be arranged by the teacher with the parent/guardian.

**It is the student's responsibility to obtain makeup work through the use of the Absence Binder before or after class.**

#### ASSESSMENTS/ASSIGNMENTS:

##### KEY ASSIGNMENTS

- A. Class notebook to be checked regularly
- B. Projects (1-2 per quarter)
- C. Classwork

##### INSTRUCTIONAL METHODS

- A. Lecture and Discussion
- B. Reading research Assignments
- C. Written and oral presentations
- D. Homework and Classwork Assignments
- E. Audio-Visual Presentations

#### SPECIAL CIRCUMSTANCES:

**Notebooks are a large part of the class and must be maintained. They will be check regularly and are a large part of your grade.**

**You will be regularly working on computers and must be ready to explain your work.**

#### CLASS EXPECTATIONS

*Students are expected to:*

- *Come to class prepared and on time*
- *Treat all students and staff with respect and consideration*
- *Follow all computer rules consistently*
- *Turn in all work on time and ask for help when needed*
- *Use appropriate language*
- *Raise hands and wait to be called on*
- **PARTICIPATE**

*Instructor will:*

- *Treat students with respect*
- *Test only what is taught*
- *Be available for help and questions*

**MATERIALS RESOURCES PROVIDED:**

**Supplemental and notebook, computer**

**Supplies:**

Students will need an engineer notebook, loose leaf paper, pens, tablet or phone with android software.

**Topics:**

Computer Engineering will cover the following topics:

**Semester 1:**

Introduction to computers and history  
 Algorithms  
 Graphics  
 Graphical user interfaces  
 The internet

**Semester 2:**

The internet and the web  
 Shopping and social media on the web  
 Security and Cryptography  
 Visualizing data  
 Discovering knowledge from data  
 Moore's law and modeling  
 Intelligent agents

**Project Rules:**

1. Read and listen to all directions given for each lab before beginning.



2. Wait for teacher to tell you to begin. (NEVER TOUCH LAB MATERIALS BEFORE TOLD)

3. **No pushing, shoving, or horseplay of any kind, EVER!**

4. Never eat or drink during labs.

5. Never smell or taste anything unless directed to do so.

6. **Cleaning the lab station is everyone's job!**

7. If everyone in your group has finished the lab early, clean up and begin working on final lab report.

8. Working cooperatively and fairly with members of your group.

**Failure to not follow project rules could result lowering of your project grade.**

**This syllabus or a copy should be kept in the student's binder or folder all year!**

## Computer Science and Software Engineering Course Outline

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*Open doors in any career with computer science!*

*Students create apps for mobile devices, automate tasks in a variety of languages, find patterns in data, and interpret simulations. Students collaborate to create and present solutions that can improve people's lives.*

*How will computing and connectivity transform your world?*

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Computer Science and Software Engineering (CSE) is a new PLTW course being offered for the 2014-2015 school year. Students work in teams to develop computational thinking and problem solving skills. The course covers the College Board's new CS Principles framework. The course does not aim to teach mastery of a single programming language but aims instead to develop computational thinking, to generate excitement about the field of computing, and to introduce computational tools that foster creativity. The course also aims to build students' awareness of the tremendous demand for computer specialists and for professionals in all fields who have computational skills. Each unit focuses on one or more computationally intensive career paths. The course also aims to engage students to consider issues raised by the present and future societal impact of computing.

Students practice problem solving with structured activities and progress to open-ended projects and problems that require them to develop planning, documentation, communication, and other professional skills. Problems aim for ground-level entry with no ceiling so that all students can successfully engage the problems. Students with greater motivation, ability, or background knowledge will be challenged to work further.





The following is a summary of the units of study that are included in the course for the 2014-2015 academic year. The course is designed to cover all learning objectives in the College Board's 2013 draft CS Principles framework. In specific CSE projects and problems, students create artifacts and associated writing for CS Principles performance assessment tasks. Alignment with CS Principles Learning Objectives and with CSTA Level 3B Objectives is indicated in the PLTW CSE Curriculum Framework at the activity level. Alignment with NGSS, Common Core, and other standards will be available through the PLTW Alignment web-based tool. Activities, projects, and problems will be provided to the teacher in the form of student-ready handouts, teacher notes, and supplementary materials, including code, instructional videos, and online practice questions as appropriate.

The course is planned for a rigorous pace, and it is likely to contain more material than a skilled teacher new to the course will be able to complete in the first iteration. Building enthusiasm for rigorous computer science among students is a primary goal of the course. Teachers are encouraged to emphasize content that will be fresh and exciting to students, and the course is structured to facilitate local adaptation to a particular group of students' prior knowledge and experience.

- Unit 1 Algorithms, Graphics, and Graphical User Interfaces (48%)
- Unit 2 The Internet (18%)
- Unit 3 Raining Reigning Data (17%)
- Unit 4 Intelligent Behavior (17%)



## Unit 1: Algorithms, Graphics, and Graphical User Interfaces

The goal of Unit 1 is to excite students about programming and to build their algorithmic thinking and ability to use abstraction. Student creativity is emphasized as they work with Scratch™, App Inventor, and *Python*® programming languages to tell graphical stories, publish games and Android™ applications, and explore various development environments and programming techniques. Students will create original code and read and modify code provided from other sources. An Agile software development process is emphasized and personal, professional, and collaborative skills take center stage. Students debate policy questions about the ownership and control of digital data and examine the implications for creative industries and consumers. In this unit students begin their exploration of career paths tied to computing.

Lesson 1.1	Algorithms and Agile Development
Lesson 1.2	Mobile App Design
Lesson 1.3	Algorithms in <i>Python</i>
Lesson 1.4	Images and Object-Oriented Libraries
Lesson 1.5	GUIs in <i>Python</i>





### **Lesson 1.1 Algorithms and Agile Development**

The goal of this lesson is to introduce students to programming at a level appropriate to novice programmers. With an introduction to pair programming and the Agile software development process, students create original programs in Scratch that incorporate audio and visual elements while tackling algorithmic problems. The lesson opens with an introduction to how computing is affecting our lives. Students explore tools for collaboration over the Internet and select from these tools in order to manage the projects that they create. The foundations for later algorithmic thinking are built by focusing on the most common roles that variables fulfill, with an introduction to the conventions of object-oriented programming.

### **Lesson 1.2 Mobile App Design**

The goal of this lesson is for students to build their skills by analyzing existing code, particularly with an emphasis on the roles of variables. Students create an Android app of their own design. The lesson begins with an introduction to binary representations of numbers, letters, colors, images, etc. using a CS unplugged activity in which students create a physical representation of data storage. Students work with and make minor modifications to two App Inventor programs, building their ability to analyze a complex program and incorporate event handlers into programs in meaningful ways. Students conclude by designing and creating their own Android app using pair programming and practicing the Agile software design process.

### **Lesson 1.3 Algorithms in *Python***

The goal of this lesson is for students to understand all information as bits and to transfer their understanding of algorithms to a new language, *Python*, which is powerful enough to raise all the opportunities and issues targeted in the course. Students are introduced to functional, imperative, and declarative programming paradigms with *Python*, again learning to use variables in the most common roles. Before learning about variable types and the fundamental algorithmic structures in *Python*, students simulate program execution in a model assembly language. After building strength with basic *Python* algorithms, students create algorithms to compete in a





round-robin tournament of the Prisoner's Dilemma, using the collaborative programming platform GitHub in the process.

### **Lesson 1.4 Images and Object-Oriented Libraries**

The goal of this lesson is for students to become independent learners of a programming language, able to refer to documentation to use object-oriented libraries commonly available. The lesson begins with an unplugged activity to teach object-oriented concepts. Students build additional strength with *Python* algorithms, manipulating image files by modifying pixel data and using code libraries to work at higher levels of abstraction. As part of that work, they learn to use a variety of documentation including application-programming interfaces (APIs). Students read, discuss, and debate intellectual property issues associated with digital data. In the culminating problem of the lesson, they collaborate to create an image processing function that highlights the power of automation.

### **Lesson 1.5 GUIs in *Python***

The goal of this lesson is for students to conceive of any class of objects as an abstraction. Students will create a graphical user interface (GUI) with considerations of audience and accessibility. The lesson begins with an unplugged activity that generalizes the user interface topic of this lesson to the field of human-computer interaction. Students practice using an application-programming interface (API) to acquire methods that affect an object's state. Students work with two APIs: the Tkinter Canvas for drawing and animation, and then the Tkinter toolbox of GUI widgets. Students are provided code for a simple GUI that implements a model-view-controller (MVC) pattern. Students will modify the elements of that pattern to suit their own needs. The lesson concludes with a problem in which students create a model-view-controller GUI using Scratch or *Python*. Strategies for documentation are reinforced, and Agile development is emphasized in the concluding problem.





## Unit 2: The Internet

The goal of Unit 2 is for students to have a more concrete understanding of the Internet as a set of computers exchanging bits and the implications of these exchanges. Students use PHP and SQL to structure and access a database hosted on a remote server, learn how HTML and CSS direct the client computer to render a page, and experiment with JavaScript™ to provide dynamic content. The focus of the unit is on the protocols that allow the Internet to function securely to deliver social media and eCommerce content. Students work briefly in each of several Web languages to understand how the languages work together to deliver this content. The history and workings of the Internet are explored, and issues of security, privacy, and democracy are considered. Practical cyber security hygiene is included. Career paths in cyber security, web development, and information technology are highlighted.

Lesson 2.1	The Internet and the Web
Lesson 2.2	Shopping and Social on the Web
Lesson 2.3	Security and Cryptography



### **Lesson 2.1 The Internet and the Web**

In this lesson the goal is to build student understanding of the Internet as a set of computers exchanging bits in the form of packets. Students will learn to identify the components of their digital footprint. To provide a hook, students compare the designs, strengths, and weaknesses of their favorite web pages. In this context students use an unplugged activity to understand (in broad brushstrokes) the content and flow of data when browsing the Web. They compare results from different search engines and learn to refine their search techniques. They review how to assess the trustworthiness of web-based media and consider the data flow that permits targeted advertisements. Students employ appropriate tools to explore the hierarchical nature of DNS and IP. Students identify ways that a web developer's decisions affect the user and ways that the user's decisions impact society. The tree structure of web documents is introduced alongside HTML and CSS. Paired key encryption and authentication are introduced with an unplugged activity.

### **Lesson 2.2 Shopping and Social on the Web**

The goal for this lesson is for students to understand the role of client-side code, server-side code, and databases in delivering interactive web content. The hook is a problem in which CS students collaborate with art students to publish content on the Web. Students are provided with JavaScript and PHP code and can access an SQL database from a secure shell command line as well as through PHP. Students compare languages encountered so far to generalize the concepts of sequencing instructions, selection of instructions by conditionals, iteration, and the common roles of variables. Students explore and compare career paths within computing.

### **Lesson 2.3 Security and Cryptography**

The goal of this lesson is for students to personally invest in maintaining online security and to improve their personal cyber security hygiene. Students focus on cyber security from the perspectives of the user, the software developer, the business, the nation, and the citizen. In the team competition at the end of the lesson, students explore parallel strands in encryption and security. Encryption is used as a route to explore the efficiency of algorithms and how the time for an algorithm to execute can be dependent on its input.





## Unit 3: Raining Reigning Data

The goal of Unit 3 is for students to see the availability of large-scale data collection and analysis in every area they can imagine. Students examine very large data sets tied to themselves as well as to areas of work and society. They learn a variety of data visualization techniques and work to recognize opportunities to apply algorithmic thinking and automation when considering questions that have answers embedded in data. The complexity of the data sets, visualizations, and analysis increases in the second lesson of the unit, challenging students to generalize concepts developed in the first lesson.

Lesson 3.1      Visualizing Data

Lesson 3.2      Discovering Knowledge from Data



### Lesson 3.1 Visualizing Data

The goal of this lesson is for students to be able to create visualizations to analyze sets of large data and to meaningfully interpret the patterns they uncover. They draw conclusions about themselves from relevant data, including local weather, the economics of their community, and naming trends with their name. At the beginning of the lesson, students weigh societal concerns around the collection and persistence of Big Data. The students learn how to use *Python* to make useful graphic representations of data, developing from familiar visualizations to more modern visual analyses like scaled-dot or colorized scatter plots of multidimensional data sets. Students are introduced to basic Excel® spreadsheet programming and cell manipulation. A Monte Carlo simulation is used to help students appreciate the meaning of evidence for association between two variables.

### Lesson 3.2 Discovering Knowledge from Data

As in the previous lesson, the goal of this lesson is for students to be able to create a range of visualizations to analyze complex sets of large data and to meaningfully interpret the patterns they uncover. Students use statistics to deepen the meaning of knowledge gained by visualization. The hooks are again conclusions they can draw about themselves from relevant data, including various geographic perspectives on their life and facial recognition of their own features. The lesson uses Excel as well as *Python* to manipulate and visualize data. Students examine multidimensional data sets using scatter plot arrays and view geographic and social data using heat maps and directed graphs. Students experiment with object recognition and face recognition. They are challenged to discover clustering and linear correlation patterns lurking in data sets distributed across student computers and school sites, such that data cleaning and warehousing are necessary. Finally, student teams choose a question and answer it using large data.





## Unit 4: Intelligent Behavior

In Unit 4 the emergence of intelligent behavior is explored from two distinct approaches: from human crowd sourcing of data and from separate algorithmic agents working in parallel. The goal is to galvanize the connections among computing concepts and between computing and society. The first lesson explores the hardware layer of computing, working from discrete components to integrated circuits. The exponential advancement of electronics, low on the ladder of abstraction, is connected to advancements at the highest levels on the ladder of abstraction, where artificial intelligence and simulation and modeling are impacting all fields. In the concluding lesson, students identify problems and questions that can be addressed with computer simulation, incorporating agent-based modeling. Students are challenged to explore the assumptions and parameters built into several simulations and to attach meaning to the results. Having explored a few applications of intelligent behavior emerging from algorithmic components, students reflect on the current and future state of artificial intelligence.

Lesson 4.1	Moore's Law and Modeling
Lesson 4.2	Intelligent Agents



## Lesson 4.1 Moore's Law and Modeling

In this lesson, students construct an understanding of how the explosion of technology over the last two decades has impacted every realm of study and employment. Students begin by researching the impact of computer modeling and simulation which have been made possible by the rapid increase in computational power due to the continued applicability of Moore's Law. They then manipulate discrete electronic components to create logic gates and create comparable results using integrated circuits to get a feel for what it means to double the number of transistors that can fit in a given area. Students explore simulation in NetLogo directly by manipulating a model of predation and a model of the spread of viruses in humans. The lesson concludes with an examination of the code of ethics for simulationists and reflection on the necessity of adhering to such a code.

## Lesson 4.2 Intelligent Agents

In this lesson, students experiment with materials designed to illuminate the rise of intelligent and complex behavior from simple rules and seemingly unintelligent agents. Students begin by studying a model of Langton's ant, a simple Turing machine with some surprising emergent behavior. The students manipulate models of neurons and neural networks. Students design and conduct their own experiments on a model of their own choosing using Monte Carlo methods. Students explore the generation and observation of fractals and study a diffusion limited aggregation model for producing fractal behavior. In the final project of the course, students choose a tool or tools that they have learned about in the course and apply their knowledge to create a novel product of their own design. They present their product to their class along with reflections about how it is tied to everything they've learned about computer science.

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Excel is either a registered trademark or trademark of Microsoft Corporation in the United States and/or other countries.

JavaScript is a trademark or registered trademark of Oracle in the U.S. and other countries.

Tkinter Canvas and Tinkter toolbox are free software released under a *Python* license.

All other marks are properties of their respective owners.



### High School PLTW Computer Science:

- **Android tablets AND computers (laptop or desktop) are both required.**
- **All tablets for High School PLTW Computer Science courses must be Android tablets**
- **Tablets required for each teacher (1:1 ratio) AND for students at a no greater than a 2:1 ratio**
- **Please see Android tablet specifications below for PLTW Computer Science:**

Processor	1 Ghz processor or greater
RAM	1 GB or greater
On Board Storage	16 GB or greater
Screen Size	7 in – 10 in
Operating System	Android v4.4.2 or greater
Network	WIFI Only
Other Required Embedded Hardware	Front or Rear facing camera (highly recommend both) Accelerometer Microphone Bluetooth

Schools and districts need to ensure computer hardware for the 2015-2016 school year meets or exceeds the specifications below. Please be sure to make this purchase in consultation with your IT department.

- **Please see computer specifications (laptop or desktop) below for PLTW Computer Science.**
- **A computer (laptop or desktop) is required for each teacher and each student (1:1 ratio)**

Specification	Minimum (for existing computers)	Recommended (new purchases)
Processor	Intel® Core 2 Duo or i5 processor	Intel® i5 processor
RAM	4 GB min for 64 bit processor	8 GB min
Hard Drive	250 GB or greater Hard Drive	250 GB or greater Hard Drive
Video Card	Integrated Graphics	Integrated Graphics
Operating System	Windows 7 or Windows 8.1, 64 bit operating system or Apple device with OSX 10.6.	Windows 7 or Windows 8.1, 64 bit operating system or Apple device with OSX 10.6.
Display	21" or greater external monitor per computer is required	21" or greater external monitor per computer is required
Network	Must have wireless network connectivity	Must have wireless network connectivity
Other Basic Software (go <a href="#">here</a> for a complete listing of all needed software).	IE9 or later Firefox 20 or later is recommended for optimal utilization of the PLTW Learning Management System (LMS) Microsoft Office <i>NOTE: Open Office and Office 365 are not supported at this time</i>	IE9 or later Firefox 20 or later is recommended for optimal utilization of the PLTW Learning Management System (LMS) Microsoft Office <i>NOTE: Open Office and Office 365 are not supported at this time</i>

**NOTE 1:** Under many circumstances an 802.11 wireless router will be needed in the classroom in order to use MIT App Inventor with Android tablets and computers. Please test your unique classroom environment to ensure adequate wireless access is in place. If you do need to make a wireless router purchase, please verify the selected router will allow adequate simultaneous connections by contacting the manufacturer and discussing the number of devices that will be concurrently used.

**NOTE 2:** If you are offering ICS (Introduction to Computer Science) as part of the PLTW Gateway program, you can use the PLTW Computer Science Program computer specifications on this page. Please note however that these specifications **will not be** sufficient for use in any other PLTW Gateway courses.

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

**GOVERNING BOARD**

**SUBJECT:** Approval of Board Policies – Second Reading

**MEETING:** October 21, 2015

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

- 
- \_\_\_\_\_ 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 following Board Policies are presented as a second reading/revision for the Governing’s Board approval:

- E 4112.9 – Employee Notifications
- BP 4143, 4243 – Negotiations, Consultation (revised)
- BP 5111 – Admission (revised)
- BP 5113.1 – Chronic Absence and Truancy (revised)
- BP 5126 – Awards for Achievement (revised)
- AR 5126 – Awards for Achievement (revised)
- BP 5144.4 – Required Parental Attendance (new)
- AR 5144.4 – Required Parental Attendance (new)
- E 5145.6 – Students Parental Notifications (revised)
- BP 6163.4 – Student Use of Technology (revised)
- BP 6174 – Education for English Language Learners (revised)
- AR 6174 – Education for English Language Learners (revised)

Recommendation:

It is recommended that the State Administrator approve the attached policies, administrative regulations, exhibits as revised by the South Monterey County Joint Union High School District Board of Education.

Fiscal Impact:

No fiscal impact

Submitted By:



Daniel R. Moirao Ed. D.  
State Administrator

Approved:



Daniel R. Moirao, Ed.D.  
State Administrator



Personnel

Employee Notifications

I. To All Employees

When/Whom to Notify: At the beginning of school year or upon employment  
Legal Code: Education Code 231.5, Government Code 12950, 2 CCR 7288.0  
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11  
Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: Annually to all employees  
Legal Code: Education Code 17612  
Board Policy/Administrative Regulation #: AR 3514.2  
Subject: Use of pesticide product, active ingredients, Internet address to access information

When/Whom to Notify: To all employees, prior to  
Legal Code: Education Code 37616  
Board Policy/Administrative Regulation #: AR 6112  
Subject: Public hearing on year-round implementing year-round program schedule

When/Whom to Notify: To all employees, prior to  
Legal Code: Education Code 46162  
Board Policy/Administrative Regulation #: AR 6112  
Subject: Public hearing on block implementing block schedule schedule

When/Whom to Notify: Annually to all employees  
Legal Code: 49013; 5 CCR 4622  
Board Policy/Administrative Regulation #: AR 1312.3 BP 3260  
Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan

When/Whom to Notify: To all employees  
Legal Code: Government Code 1126  
Board Policy/Administrative Regulation #: BP 4136/4236/4336  
Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: Prior to beginning employment  
Legal Code: Government Code 3102  
Board Policy/Administrative Regulation #: AR 4112.3/4212.3/4312.3  
Subject: Oath or affirmation of allegiance required of public employees

When/Whom to Notify: To all employees

Legal Code: Government Code 8355; 41 USC 8102  
Board Policy/Administrative Regulation #: BP 4020, BP 4159/4259/4359  
Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available employee assistance programs

When/Whom to Notify: To all employees, if the district receives Tobacco-Use Prevention Education funds

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, and annually thereafter  
Legal Code: Health and Safety Code 1797.796  
Board Policy/Administrative Regulation #: AR 5141  
Subject: Proper use of AED; location of all AEDs on campus

Legal Code: Health and Safety Code 104420  
Board Policy/Administrative Regulation #: AR 3513.3  
Subject: District's tobacco-free schools policy and enforcement procedures

When/Whom to Notify: Annually to all employees  
Legal Code: Health and Safety Code 120875, 120880  
Board Policy/Administrative Regulation #: AR 4119.43/4219.43/4319.43  
Subject: AIDS and hepatitis B, methods to prevent exposure

When/Whom to Notify: To all employees, with each paycheck  
Legal Code: Labor Code 246  
Board Policy/Administrative Regulation #: AR 4161.1/4261.1/4361.1  
Subject: Amount of sick leave available

When/Whom to Notify: To covered employees and former employees  
Legal Code: Labor Code e2800.2  
Board Policy/Administrative Regulation #: AR4154/4254/4354  
Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: Upon employment or by end of first pay period  
Legal Code: Labor Code 3551  
Board Policy/Administrative Regulation #: BP 4157.1/4257.1/ 4357.1  
Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: Prior to beginning employment  
Legal Code: Penal Code 11165.7, 11166.5  
Board Policy/Administrative Regulation #: AR 5141.4  
Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality



rights, copy of law

When/Whom to Notify: Upon employment, and when employee goes on leave for specified reasons

Legal Code: Unemployment Insurance Code 2613

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Disability insurance rights and benefits

When/Whom to Notify: Annually to all employees

Legal Code: 5 CCR 4622

Board Policy/Administrative Regulation #: AR 1312.3

Subject: Uniform complaint procedures, available appeals, civil law remedies, identity of coordinator

When/Whom to Notify: To all employees

Legal Code: Education Code 49414

Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: To all employees

Legal Code: Education Code 49414.7

Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to administer emergency antiseizure medication; training to be provided

When/Whom to Notify: To all employees via employee handbook, or to each new employee

Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Benefits through Family and Medical Leave Act

When/Whom to Notify: To all employees and job applicants

Legal Code: 34 CFR 104.8, 106.

Board Policy/Administrative Regulation #: BP 0410, BP 4030

Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: Annually to all employees

Legal Code: 40 CFR 763.84, 763.93

Board Policy/Administrative Regulation #: AR3514

Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

II. To Certificated Employees

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire

Legal Code: Education Code 22455.5

Board Policy/Administrative Regulation #: AR 4121

Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual

Legal Code: Education Code 22461

Board Policy/Administrative Regulation #: AR 4117.14/4317.14

Subject: Postretirement compensation limitation

When/Whom to Notify: To certificated employees

Legal Code: Education Code 35171

Board Policy/Administrative Regulation #: AR 4115, BP 4315

Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated

Legal Code: Education Code 44663

Board Policy/Administrative Regulation #: AR 4115

Subject: Copy of employee's evaluation

When/Whom to Notify: To a certificated employee with unsatisfactory evaluation

Legal Code: Education Code 44664

Board Policy/Administrative Regulation #: AR 4115

Subject: Notice and description of the unsatisfactory performance

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees

Legal Code: Education Code 44842

Board Policy/Administrative Regulation #: AR 4112.1

Subject: Request to notify district of intent to remain in service for the following school year; copy of law

When/Whom to Notify: To certificated employees upon employment

Legal Code: Education Code 44916

Board Policy/Administrative Regulation #: AR 4112.1, AR 4121

Subject: Employment status and salary

When/Whom to Notify: To probationary employees in district with ADA of 250 or more, by March 15 of employee's second consecutive year of employment



Legal Code: Education Code 44929.21  
Board Policy/Administrative Regulation #: AR 4117.6  
Subject: Whether or not employee is reelected for next school year

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause  
Legal Code: Education Code 4493  
Board Policy/Administrative Regulation #: AR 4117.4, AR 4118  
Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct  
Legal Code: Education Code 44938  
Board Policy/Administrative Regulation #: AR 4118  
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings  
Legal Code: Education Code 44940.5

Board Policy/Administrative Regulation #: AR 4118  
Subject: Notice of intent to dismiss 30 days from notice

When/Whom to Notify: To probationary employees 30 days prior to dismissal, or not later than March 15 for second- year probationary employees  
Legal Code: Education Code 44948.3  
Board Policy/Administrative Regulation #: AR 4117.4  
Subject: Reasons for dismissal and opportunity to appeal

When/Whom to Notify: To probationary employees in districts with less than 250 ADA, before notice of nonreelection but no later than March 15, with final notice by May 15  
Legal Code: Education Code 44948.5  
Board Policy/Administrative Regulation #: AR 4117.4  
Subject: Recommendation of nonreelection notice for reason other than personnel reduction; statement of reasons upon request

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with final notice by May 15  
Legal Code: Education Code 44949, 44955  
Board Policy/Administrative Regulation #: BP 4117.3  
Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

When/Whom to Notify: On or before June 30, to temporary employee who served 75 percent of school year but will be released

Legal Code: Education Code 44954  
Board Policy/Administrative Regulation #: BP 4121  
Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: To teacher, when student engages in or is reasonably suspected of specified acts  
Legal Code: Education Code 49079  
Board Policy/Administrative Regulation #: AR 4158/4258/4358  
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct  
Legal Code: 5 CCR 80303  
Board Policy/Administrative Regulation #: AR 4117.7  
Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

### III. To Classified Employees

When/Whom to Notify: To teachers when school is identified for Title I program improvement restructuring  
Legal Code: 20 USC 6316  
Board Policy/Administrative Regulation #: AR 0520.2  
Subject: School identified for restructuring opportunity to comment and participate

When/Whom to Notify: To classified employee charged with mandatory leave of absence offense, in merit system district  
Legal Code: Education Code 44940.5  
Board Policy/Administrative Regulation #: AR 4218  
Subject: Notice of intent to dismiss in 30 days

When/Whom to Notify: When classified employee is subject to disciplinary action for cause, in nonmerit district  
Legal Code: Education Code 45113  
Board Policy/Administrative Regulation #: AR 4218  
Subject: Notice of charges, procedures, and employee rights

When/Whom to Notify: To classified employees, at least 45 days prior to layoff, or by April 29 if specially funded program is expiring  
Legal Code: Education Code 45117  
Board Policy/Administrative Regulation #: AR 4217.3  
Subject: Notice of layoff and reemployment rights

When/Whom to Notify: To classified employees upon employment and upon each change in classification



Legal Code: Education Code 45169

Board Policy/Administrative Regulation #: AR 4212

Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To classified permanent employee whose leave is exhausted

Legal Code: Education Code 45192, 45195

Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11

Subject: Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment Legal Code: 49 CFR 382.601

Board Policy/Administrative Regulation #: BP 4112.42/4212.42/4312.42

Subject: Explanation of federal requirements for drug testing program and district's policy

When/Whom to Notify: To school bus drivers and school activity bus drivers upon employment and at least one per year thereafter

Legal Code: 13 CCR 2480

Board Policy/Administrative Regulation #: AR 3542

Subject: Limitations on vehicle idling; consequences of not complying

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment

Legal Code: 49 CFR 382.601

Board Policy/Administrative Regulation #: BP 4112.42/4212.42/4312.42

Subject: Explanation of federal requirements for drug testing program and district's policy

#### IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract

Legal Code: Education Code 35031

Board Policy/Administrative Regulation #: BP 4312.1

Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position

Legal Code: Education Code 44896

Board Policy/Administrative Regulation #: AR 4313.2

Subject: Statement of the reasons for the release or reassignment

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year

Legal Code: Education Code 44951  
Board Policy/Administrative Regulation #: AR 4313.2  
Subject: Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: Prior to placing derogatory information in personnel file  
Legal Code: Education Code 44031  
Board Policy/Administrative Regulation #: AR 4112.6/4212.6 /4312.6  
Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee  
Legal Code: Government Code 54957  
Board Policy/Administrative Regulation #: BB 9321  
Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: Notice or training to employee with access to confidential information  
Legal Code: Government Code 54963  
Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23  
Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: Within one working day of work-related injury or victimization of crime at workplace  
Legal Code: Labor Code 3553, 5401  
Board Policy/Administrative Regulation #: BP 4157.1/4257.1/4357.1  
Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification  
Legal Code: Penal Code 11105, 11105.2  
Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5  
Subject: Copy of DOJ notification

When/Whom to Notify: Within five days of employee's request for family care and medical leave  
Legal Code: 2 CCR 11049, 29 CFR 825.300  
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8  
Subject: Whether or not employee is eligible for FMLA leave

When/Whom to Notify: To any employee with exposure to bloodborne pathogens, upon initial employment and at least annually thereafter  
Legal Code: 8 CCR 3204, 5193



Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42

Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation

Legal Code: 8 CCR 5191

Board Policy/Administrative Regulation #: AR 3514.1

Subject: Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

When/Whom to Notify: To any employee who may be exposed to hazardous substance in the work area, upon initial assignment and when new hazard is introduced into work area

Legal Code: 8 CCR 5194

Board Policy/Administrative Regulation #: AR 3514.1

Subject: Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave

Legal Code: 38 USC 4334

Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5

Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five days of employee's request for family care and medical leave

Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Whether or not employee is eligible for FMLA leave, rights and obligations; consequences of failure to meet obligations

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee

Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Rights and responsibilities re: use of FMLA; consequence of failure to meet obligations

When/Whom to Notify: Within five days of receiving information to determine if leave qualifies for FMLA

Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Designation of leave as FMLA or non-FMLA; any requirement to use paid leave; any requirement for fitness- for-duty certification; any subsequent changes in designation notice

E 4112.9 (j)

Exhibit        SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: October 21, 2015

King City, California



## Personnel

### Negotiations/Consultation

The Governing Board recognizes its responsibility to represent the public's interests in the collective bargaining process. In negotiating agreements on employee contracts, the Board shall balance the needs of staff and the priorities of the district in order to provide students with a high-quality instructional program based on a sound, realistic budget.

*(cf. 0200 - Goals for the School District)*  
*(cf. 3100 - Budget)*  
*(cf. 4140/4240 - Bargaining Units)*  
*(cf. 4141/4241 - Collective Bargaining Agreement)*

When the district intends to make any change to matters within the scope of representation, it shall give reasonable written notice of its intent to the exclusive representative for the purpose of providing the exclusive representative a reasonable amount of time to negotiate with the district regarding the proposed changes. (Government Code 3543.2)

A reasonable number of representatives of the employee organization shall have the right to receive reasonable periods of released time without loss of district compensation when meeting and negotiating and/or for the processing of grievances. (Government Code 3543.1)

The Board shall negotiate in good faith with exclusive employee representatives on wages, hours of employment, and other terms and conditions of employment identified in law as being within the scope of representation. (Government Code 3543.2)

The Board believes that effective negotiations require the input of all levels of the administration. The Board shall establish a bargaining team to assist in analyzing contract provisions and conducting contract negotiations.

The Board and State Administrator/Superintendent shall provide its negotiator(s) with expected outcomes and clear parameters for acceptable contract provisions which promote the realization of district goals and priorities.

In consultation with the State Administrator/Superintendent and employee organization, the Board shall determine the collective bargaining approach or method to be used.

The Board with its bargaining team shall establish standards of conduct pertaining to the negotiations process for individual Board members and members of the bargaining team. Certain meetings related to negotiations shall be held in closed session in accordance with Government Code 3549.1 when not required by state open meeting laws (the Brown Act) to be held in public. Matters discussed in these meetings shall be kept in strict confidence.

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*  
*(cf. 9010 - Public Statements)*  
*(cf. 9011 - Disclosure of Confidential/Privileged Information)*  
*(cf. 9321 - Closed Session Purposes and Agendas)*

The Board and its negotiator(s) shall not knowingly provide the employee organization with inaccurate information regarding the financial resources of the district. (Government Code 3543.5)

The Board shall closely monitor the progress of negotiations and carefully consider how proposed contract provisions would affect the district's short- and long-term fiscal, programmatic, instructional, and personnel goals.

*(cf. 3100 - Budget)*

The Board and/or State Administrator/Superintendent or designee shall keep the public informed about the progress of negotiations and the ways in which negotiations may affect district goals unless otherwise agreed upon by the district and exclusive representative.

**(cf. 4143.1/4243.1- Public Notice - Personnel Negotiations)**

Whenever the district has a qualified or negative certification on an interim fiscal report, it shall allow the county office of education at least 10 working days to review and comment on any proposed agreement with exclusive representatives of employees. The district shall provide the County Superintendent of Schools with all information relevant to gain an understanding of the financial impact of any final collective bargaining agreement. (Government Code 3540.2)

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

Once the final terms of the agreement have been ratified by the membership of the employee organization, the contract shall be presented to the Board at a public meeting for acceptance.

Any agreement adopted by the Board may be for a term not to exceed three years. (Government Code 3540.1)

In the event of an impasse in negotiations, the Board shall participate in good faith in state mediation and fact-finding procedures pursuant to Government Code 3548-3548.8. (Government Code 3543.5)

*(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)*

Following adoption of the collective bargaining agreement, any subsequent amendments shall be executed in writing by the Board and the employees' exclusive representative.



Consultation

The exclusive representative of certificated staff may consult with the Board on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.

*(cf. 6011 - Academic Standards)*  
*(cf. 6141 - Curriculum Development and Evaluation)*  
*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*  
*(cf. 9310 - Board Policies)*

Legal Reference:

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

Management Resources:

CSBA PUBLICATIONS

Collective Bargaining DVD-ROM

Maximizing School Board Governance: Collective Bargaining

Before the Strike: Planning Ahead in Difficult Negotiations, 1996

WEB SITES

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

California Public Employee Relations: <http://cper.berkeley.edu>

Center for Collaborative Solutions: <http://www.ccscenter.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

State Mediation and Conciliation Service (SMCS): <http://www.dir.ca.gov/csmcs/smcs.html>  
(10/95) 3/07

Policy

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

Adopted: October 21, 2015

King City, California

## Students

### Admission

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The State Administrator/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 State Administrator/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)*

When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not reside within the district or who are not otherwise eligible for enrollment in the district 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)

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

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

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 homeless and foster youth

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

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

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:

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

Dear Colleague Letter, May 6, 2011

WEB SITES

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

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

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

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Policy

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: October 21, 2015

King City, California



## Students

### Chronic Absence And Truancy

The Governing Board believes that excessive student absenteeism and tardiness, whether caused by excused or unexcused absences, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district.

*(cf. 5113 - Absences and Excuses)*

The State Administrator/Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students who are chronic absentees and truants, as defined in law and administrative regulation, and to identify patterns of absence throughout the district. He/she shall provide the Board with data on school attendance, chronic absence, and truancy rates for all district students, for each school, and for each numerically significant student subgroup as defined in Education Code 52052. Such data shall be disaggregated and used in the development of annual goals and specific actions for student attendance and engagement and for inclusion in the district's local control and accountability plan and other applicable school and district plans.

*(cf. 0400 - Comprehensive Plans)*

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 0460 - Local Control and Accountability Plan)*

The State Administrator/Superintendent or designee shall develop strategies that focus on prevention of attendance problems, which may include, but are not limited to, efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, school-based health services, and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance. The State Administrator/Superintendent or designee also shall develop strategies that enable early outreach to students as soon as they show signs of poor attendance.

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

*(cf. 5126 - Awards for Achievement)*

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5141.6 - School Health Services)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

The State Administrator/Superintendent or designee shall establish a system to accurately track and monitor student attendance, including methods to identify students classified as chronic absentees and truants, as defined in law and administrative regulation.

To encourage school attendance, the State Administrator/Superintendent or designee shall develop strategies that focus on prevention and early intervention of attendance problems. Preventive strategies may include efforts to provide a safe and positive school environment, relevant and engaging learning experiences, and school activities that help develop students' feelings of connectedness with the schools. The State Administrator/Superintendent or designee also may provide incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 5126 - Awards for Achievement)*  
*(cf. 5131 - Conduct)*  
*(cf. 5137 - Positive School Climate)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*

The State Administrator/Superintendent or designee shall work with students and parents/guardians to identify factors contributing to chronic absence and truancy. Based on this needs assessment, he/she shall collaborate with community agencies, including, but not limited to, child welfare services, law enforcement, courts, and/or public health care agencies, to ensure that alternative educational programs and nutrition, health care, and other support services are available for students and families and to intervene as necessary when students have serious attendance problems.

*(cf. 1020 - Youth Services)*  
*(cf. 3550 - Food Service/Child Nutrition Program)*  
*(cf. 5030 - Student Wellness)*  
*(cf. 5145.6 - School Health Services)*  
*(cf. 5146 - Married/Pregnant/Parenting Students)*  
*(cf. 5147 - Dropout Prevention)*  
*(cf. 5149 - At-Risk Students)*  
*(cf. 6158 - Independent Study)*  
*(cf. 6164.2 - Guidance/Counseling Services)*  
*(cf. 6164.5 - Student Success Teams)*  
*(cf. 6173 - Education for Homeless Children)*  
*(cf. 6173.1 - Education for Foster Youth)*  
*(cf. 6173.2 - Education of Children of Military Families)*  
*(cf. 6175 - Migrant Education Program)*  
*(cf. 6179 - Supplemental Instruction)*  
*(cf. 6181 - Alternative Schools/Programs of Choice)*  
*(cf. 6183 - Home and Hospital Instruction)*  
*(cf. 6184 - Continuation Education)*  
*(cf. 6185 - Community Day School)*



As required by law, habitually truant students shall be referred to a district truancy specialist, a truancy mediation program operated by the county's district attorney or probation officer, and/or a juvenile court.

The State Administrator/Superintendent or designee shall regularly analyze data on student absence to identify patterns of absence district wide and by school, grade level, and student population. Such data shall be used to identify common barriers to attendance, prioritize resources for intervention, and monitor progress over time. The State Administrator/Superintendent or designee shall periodically report this information to the Board for purposes of evaluating the effectiveness of strategies implemented to reduce chronic absence and truancy and making changes as needed. As appropriate, the State Administrator/Superintendent or designee also shall provide this information to key school staff and community agency partners to engage them in program evaluation and improvement.

Legal Reference:

EDUCATION CODE

1740 Employment of personnel to supervise attendance (county superintendent)

37223 Weekend classes

41601 Reports of average daily attendance

46000 Records (attendance)

46010-46014 Absences

46110-46119 Attendance in kindergarten and elementary schools

46140-46147 Attendance in junior high and high schools

48200-48208 Children ages 6-18 (compulsory full-time attendance)

48240-48246 Supervisors of attendance

48260-48273 Truants

48290-48296 Failure to comply; complaints against parents

48320-48325 School attendance review boards

48340-48341 Improvement of student attendance

48400-48403 Compulsory continuation education

49067 Unexcused absences as cause of failing grade

60901 Chronic absence

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

PENAL CODE

270.1 Chronic truancy; parent/guardian misdemeanor

272 Parent/guardian duty to supervise and control minor child; criminal liability for truancy

830.1 Peace officers

VEHICLE CODE

13202.7 Driving privileges; minors; suspension or delay for habitual truancy  
WELFARE AND INSTITUTIONS CODE  
601-601.4 Habitually truant minors  
11253.5 Compulsory school attendance  
CODE OF REGULATIONS, TITLE 5  
306 Explanation of absence  
420-421 Record of verification of absence due to illness and other causes

Management Resources:

CSBA PUBLICATIONS

Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

School Attendance Review Board Handbook, 2009

School Attendance Improvement Handbook, 2000

WEB SITES

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

Attendance Counts: <http://www.attendancecounts.org>

California Association of Supervisors of Child Welfare and Attendance:  
<http://www.cascwa.org>

California Department of Education: <http://www.cde.ca.gov>  
(11/99) 11/10



## Students

### Awards For Achievement

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

*(cf. 5121 - Grades/Evaluation of Student Achievement)*  
*(cf. 5127 - Graduation Ceremonies and Activities)*  
*(cf. 6142.4 - Service Learning/Community Service Classes)*

### District/School Awards

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

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

### Golden State Seal Merit Diploma

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

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

*(cf. 6162.51 - Standardized Testing and Reporting Program)*

### Biliteracy Award

The district shall present the State Seal of Biliteracy to each graduating high school student who has attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English. (Education Code 51460-51464)

*(cf. 6142.2 - World/Foreign Language Instruction)*  
*(cf. 6174 - Education for English Language Learners)*

### Scholarship and Loan Fund

The Board shall establish and maintain a scholarship and loan fund which may be used to provide interest-free loans for educational advancement, scholarship, or grants-in-aid to bona fide organizations, students, or graduates of district schools. (Education Code 35310, 35315)

(cf. 1260 - Educational Foundation)  
(cf. 3290 - Gifts, Grants and Bequests)

The district's scholarship and loan fund shall be administered by a district committee composed of Board members, the State Administrator/Superintendent, and such other community, staff, administrative, and/or student representatives as determined by the Board. (Education Code 35310)

The Board shall select its own representatives to the committee. Staff, community, and/or student representatives shall be selected by the State Administrator/Superintendent. Members of this committee shall serve two-year terms.

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

The committee may accept gifts, donations, and bequests made for the purposes of the fund and may prescribe conditions or restrictions on these gifts and bequests. If the donor imposes any conditions, the committee shall review the conditions and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may prohibit the committee from accepting any donation under conditions it finds incompatible with the fund's intents and purposes. (Education Code 35313)

The State Administrator/Superintendent or designee shall report to the Board at least annually regarding the status and activity of the fund. (Education Code 35319)

Legal Reference:

EDUCATION CODE

220 Nondiscrimination

35160 Authority of governing boards

35310-35319 Scholarship and loan funds

44015 Awards to employees and students

51243-51245 Credit for private school foreign language instruction

51450-51455 Golden State Seal Merit Diploma

51460-51464 State Seal of Bilingual Proficiency

52164.1 Assessment of English language skills of English learners

CODE OF REGULATIONS, TITLE 5

876 Golden State Seal Merit Diploma

1632 Credit for private school foreign language instruction

11510-11516 Assessment of English language development

Management Resources:

WEB SITES



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

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

Californians Together: <http://www.californiansaltogether.org>

(3/09 3/12) 4/15

Policy

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

Adopted: October 21, 2015

King City, California

## Students

### Awards For Achievement

#### District/School Awards

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

*(cf. 1220 - Citizen Advisory Committees)*

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

#### Golden State Seal Merit Diploma

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

*(cf. 6143 - Courses of Study)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.11 - Alternative Credits Toward Graduation)*

*(cf. 6162.52 - High School Exit Examination)*

*(cf. 6162.51 - Standardized Testing and Reporting Program)*

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

*(cf. 5125 - Student Records)*

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

#### Biliteracy Award

To be eligible to receive the State Seal of Biliteracy upon graduation, a student shall demonstrate, in accordance with state criteria, proficiency in English and at least one other language, which may include American Sign Language. A student whose primary language is



other than English shall also attain the required proficiency level on the state test of English language proficiency. (Education Code 51461)

(cf. 6141.5 - Advanced Placement)

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6174 - Education for English Language Learners)

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

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

#### Notifications

The State Administrator/Superintendent or designee shall annually distribute information about eligibility requirements for the Golden State Seal Merit Diploma, State Seal of Biliteracy, and/or any district awards programs to students at the applicable grade levels.

(7/04 3/09) 3/12

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: October 21, 2015

King City, California

## Students

### Required Parental Attendance

\*\*\*Note: If the district chooses to authorize its teachers to require parents/guardians to attend a portion of a school day in their child's classroom when their child has been removed from class pursuant to Education Code 48910 for the reasons specified in Education Code 48900(i) (obscene act or habitual profanity or vulgarity) or 48900(k) (disruption of school activities or willful defiance), Education Code 48900.1 mandates the Governing Board to adopt policy and specified procedures. \*\*\*

\*\*\*Note: Pursuant to Education Code 48900.1, this policy must be adopted pursuant to the procedures specified in Education Code 35291-35291.5 and parents/guardians must be notified of the policy prior to its implementation. \*\*\*

The Governing Board is committed to providing a safe school environment and setting expectations for appropriate student conduct. The State Administrator/Superintendent or designee may involve parents/guardians in student discipline as necessary to improve a student's behavior and encourage personal responsibility.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

(cf. 5144 - Discipline)

(cf. 6020 - Parent Involvement)

\*\*\*Note: Education Code 48900(k), as amended by AB 420 (Ch. 660, Statutes of 2014), prohibits a district from suspending grades K-3 students for disruption or willful defiance; see BP/AR 5144.1 - Suspension and Expulsion/Due Process. However, an exception exists in Education Code 48910 allowing teachers to remove students, including a K-3 student, from class for the day of the removal and the following day for any act listed in Education Code 48900. \*\*\*

When removing a student from class pursuant to Education Code 48910 for committing an act of obscenity, habitual profanity or vulgarity, disruption of school activities, or willful defiance, the teacher of the class may require any parent/guardian who lives with the student to accompany the student for a portion of a school day in the class from which the student has been removed. (Education Code 48900.1)

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

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

Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)



District and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. (Education Code 48900.1)

Legal Reference:

EDUCATION CODE

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48900-48927 Suspension and expulsion, especially:

48900 Grounds for suspension and expulsion

48900.1 Required parental attendance

48910 Suspension by teacher

Management Resources:

CSBA PUBLICATIONS

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

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

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

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

California Attorney General's Office: <http://www.oag.ca.gov>

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

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

<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Drug-Free Schools:

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

4/15

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: October 21, 2015

King City, California

## Students

### Required Parental Attendance

Whenever a teacher requires a parent/guardian to attend a portion of a school day with his/her child for the child's commission of an act specified in Education Code 48900(i) or (k), the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is required pursuant to law. (Education Code 48900.1)

(cf. 5144 - Discipline)

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

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

(cf. 5145.6 - Parental Notifications)

The notice shall:

1. Inform the parent/guardian of the date that his/her presence is expected, the length of the visit, and by what means he/she may arrange an alternate date
2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student
3. Direct the parent/guardian to meet with the principal after the visit and before leaving school
4. Direct the parent/guardian to contact the school if there are reasonable factors that would prevent him/her from complying with the attendance requirement

Attendance of the parent/guardian shall be limited to the class from which the student was removed. (Education Code 48900.1)

A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)

At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.

When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by any method that maintains the confidentiality of the student's records.

(cf. 5125 - Student Records)



4/15

Regulations: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: October 21, 2015

King City, California

## Students

Cautionary Notice: Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2014 (SB 852, Ch. 25, Statutes of 2014) extends the suspension of these requirements through the 2014-15 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety may be suspended.

## Parental Notifications

Note: The following exhibit lists notices which the law requires be provided to parents/guardians. Unless otherwise indicated, code numbers below refer to Education Code sections.

### I. Annually

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 17611.5, 17612, 48980.3

Board Policy/Administrative Regulation #: See AR 3514.2

Subject: Use of pesticide product, active ingredients, Internet address to access information, and, if district uses certain pesticides, integrated pest management plan

When to notify: Annually by February 1

Education or other legal code: 35256

Board Policy/Administrative Regulation: BP 0510

Subject: School Accountability Report Card provided

When to notify: Beginning of each school year

Education or other legal code: 35291, 48980

Board Policy/Administrative Regulation: AR 5144, AR 5144.1

Subject: District and site discipline rules

When to notify: Beginning of each school year

Education or other legal code: 46010.1

Board Policy/Administrative Regulation: BP 5113

Subject: Absence for confidential medical services

When to notify: Beginning of each school year

Education or other legal code: 48980

Board Policy/Administrative Regulation: BP 6111

Subject: Schedule of minimum days

When to notify: Beginning of each school year



Education or other legal code: 48980, 231.5; 5 CCR 4917  
Board Policy/Administrative Regulation: AR 5145.7  
Subject: Sexual harassment policy as related to students

When to notify: Beginning of each school year  
Education or other legal code: 48980, 32255-32255.6  
Board Policy/Administrative Regulation: AR 5145.8

Subject: Right to refrain from harmful or destructive use of animals

When to notify: Beginning of each school year  
Education or other legal code: 48980, 35160.5, 46600-46611, 48204  
Board Policy/Administrative Regulation: AR 5111.1, AR 5116.1, AR 5117  
Subject: All statutory attendance options, available local attendance options, options for meeting residency

When to notify: Beginning of each school year  
Education or other legal code: 48980, 46014  
Board Policy/Administrative Regulation: BP 5113,m AR 5113  
Subject: Absence for religious purposes, if Board has adopted resolution allowing such absence

When to notify: Beginning of each school year  
Education or other legal code: 48980, 48205  
Board Policy/Administrative Regulation: BP 5113, AR 5113, AR 6154

Subject: Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed

When to notify: Beginning of each school year  
Education or other legal code: 48980, 48206.3, 48207, 48208  
Board Policy/Administrative Regulation: AR 6183  
Subject: Availability of home/hospital instruction for students with temporary disabilities

When to notify: Beginning of each school year  
Education or other legal code: 48980, 49403  
Board Policy/Administrative Regulation: BP 5141.31  
Subject: Consent to school immunization program

When to notify: Beginning of each school year  
Education or other legal code: 48980, 49423, 49480  
Board Policy/Administrative Regulation: AR 5141.21  
Subject: Administration of prescribed medication

When to notify: Beginning of each school year  
Education or other legal code: 48980, 49451; 20 USC 1232h  
Board Policy/Administrative Regulation: AR 5141.3  
Subject: Right to refuse consent to physical examination

When to notify: Beginning of each school year  
Education or other legal code: 48980, 49472  
Board Policy/Administrative Regulation: BP 5143  
Subject: Availability of insurance

When to notify: Beginning of each school year  
Education or other legal code: 49063  
Board Policy/Administrative Regulation: AR 5125, AR 5125.3  
Subject: Challenge, review, and expunging of records

When to notify: Beginning of each school year  
Education or other legal code: 49063, 49069; 20 USC 1232g; 34 CFR 99.7  
Board Policy/Administrative Regulation: AR 5125  
Subject: Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability

When to notify: Beginning of each school year  
Education or other legal code: 49063, 49073; 20 USC 1232g; 34 CFR 99.37  
Board Policy/Administrative Regulation: AR 5125.1  
Subject: Release of directory information

When to notify: Beginning of each school year  
Education or other legal code: 49520, 48980; 42 USC 1758; 7 CFR 245.5  
Board Policy/Administrative Regulation: AR 3553  
Subject: Free and reduced price meals

When to notify: Annually  
Education or other legal code: 56301  
Board Policy/Administrative Regulation: BP 6164.4

Subject: Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment

When to notify: Beginning of each school year  
Education or other legal code: 58501, 48980  
Board Policy/Administrative Regulation: AR 6181  
Subject: Alternative schools



When to notify: Annually

Education or other legal code: Health & Safety Code 104855

Board Policy/Administrative Regulation: AR 5141.6

Subject: Availability of dental fluoride treatment; opportunity to accept or deny treatment

When to notify: Annually

Education or other legal code: 5 CCR 4622

Board Policy/Administrative Regulation: AR 1312.3

Subject: Uniform complaint procedures, available appeals, civil law remedies, and identity of coordinator

When to notify: Beginning of each school year

Education or other legal code: 20 USC 1232h

AR 5022, BP 6162.8

Subject: Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities

When to notify: Beginning of each school year, if district receives Title I funds

Education or other legal code: 20 USC 6311; 34 CFR 200.61

Board Policy/Administrative Regulation: AR 4112.24, AR 4222

Subject: Right to request information re: professional qualifications of child's teacher and paraprofessional

When to notify: Annually, if district schools have been identified for program improvement or corrective action

Education or other legal code: 20 USC 6316

Board Policy/Administrative Regulation: AR 0520.2

Subject: Availability of supplemental educational services, identity of providers, description of services, qualifications, effectiveness of providers

When to notify: Beginning of each school year

Education or other legal code: 34 CFR 104.8, 106.9

Board Policy/Administrative Regulation: BP 0410, BP 6178

Subject: Nondiscrimination

When to notify: Annually to parent, teacher, and employee organizations or, in their absence, individuals

Education or other legal code: 40 CFR 763.84, 763.93

Board Policy/Administrative Regulation: AR 3514

Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

II. At Specific Times During the Student's Academic Career

When to notify: Beginning in grade 7, at least once prior to course selection and career counseling

Education or other legal code: 221.5, 48980

Board Policy/Administrative Regulation: AR 6164.2

Subject: Course selection and selection and career counseling

When to notify: When child first enrolls in a public school, if the school offers a fingerprinting program

Education or other legal code: 32390, 48980

Board Policy/Administrative Regulation: AR 5142.1

Subject: Fingerprinting program

When to notify: Upon registration in K-6, if students have not previously been transported

Education or other legal code: 39831.5

Board Policy/Administrative Regulation: AR 3543

Subject: School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops

When to notify: Beginning of each school year for high school students, if high school is open campus

Education or other legal code: 44808.5, 48980

Board Policy/Administrative Regulation: AR 5112.5

Subject: students have not previously open campus

When to notify: Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement

Education or other legal code: 48980, 51225.3

Board Policy/Administrative Regulation: AR 6146.1

Subject: How each high school graduation requirement does or does not satisfy college entrance a-g course criteria; list of district CTE courses that satisfy a-g course criteria

When to notify: Beginning of each school year, for high school students

Education or other legal code: 48980, 52244

Board Policy/Administrative Regulation: AR 6141.5

Subject: Availability of state funds to cover costs of advanced placement exam fees

When to notify: Beginning of each school year in grades 9-12 and when high school student transfers into the district

Education or other legal code: 48980, 60850

Board Policy/Administrative Regulation: AR 6162.52



Subject: Requirement to pass the high school exit exam including: date of exam, requirements for passing, consequences of not passing, and that passing is a condition of graduation

When to notify: When students entering grade 7  
Education or other legal code: 49452.7  
Board Policy/Administrative Regulation: AR 5141.3  
Subject: Specified information on type 2 diabetes

When to notify: When in kindergarten, or first grade if not previously enrolled in public school

Education or other legal code: 49452.8  
Board Policy/Administrative Regulation: AR 5141.32

Subject: Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights

When to notify: Beginning of each school year for students in grades 9-12  
Education or other legal code: 51229, 48980  
Board Policy/Administrative Regulation: AR 6143  
Subject: College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors

When to notify: Beginning of each school year for students in grades 7-12  
Education or other legal code: 51938, 48980  
Board Policy/Administrative Regulation: AR 6142.1  
Subject: Explanation of sex and HIV/AIDS instruction; right to view A/V materials, who's teaching, request specific Education Code sections, right to excuse

When to notify: Within 20 working days of receiving results of standardized achievement tests  
Education or other legal code: 60641; 5 CCR 863  
Board Policy/Administrative Regulation: AR 6162.51  
Subject: Results of tests; test purpose, individual score and intended use

When/Whom to Notify: By October 15 for students in grade 12  
Legal Code: Education Code 69432.9  
Board Policy/Administrative Regulation #: AR 5125  
Subject: Forwarding of student's grade point average to Cal Grant program; timeline to opt out

When to notify: To students in grades 11-12, early enough to enable registration for fall test

Education or other legal code: 5 CCR 11523  
Board Policy/Administrative Regulation: AR 6146.2  
Subject: Notice of proficiency examination provided under Education Code 48412

When to notify: To secondary students, if district receives Title I funds

Education or other legal code: 20 USC 7908

Board Policy/Administrative Regulation: AR 5125.1

Subject: Notice that parents may request district to not release name, address, phone number of child to military recruiters without prior written consent

### III. When Special Circumstances Occur

When to notify: Upon receipt of a complaint alleging discrimination

Education or other legal code: 262.3

Board Policy/Administrative Regulation: AR 1312.3

Subject: Civil law remedies available to complainants

When to notify: When student has been placed in structured English immersion program

Education or other legal code: 310, 5 CCR 11309

Board Policy/Administrative Regulation: AR 6174

Subject: Placement of child in program and opportunity to apply for parental exception waiver

When to notify: When student is identified as English learner and district receives Title III funds, not 440; later than 30 days after beginning of school year

Education or other legal code: 20 USC 7012

Board Policy/Administrative Regulation: AR 6174

Subject: Student's identification for program for English learners; any failure of district to meet annual measurable achievement objectives

When to notify: Before high school student attends specialized secondary program on a university campus

Education or other legal code: 17288

Board Policy/Administrative Regulation: None

Subject: University campus buildings may not meet Education Code requirements for structural safety

When to notify: At least 72 hours before use of pesticide product use of pesticide product not included in annual list

Education or other legal code: 17612

Board Policy/Administrative Regulation: AR 3514.2

Subject: Intended use of pesticide product

When to notify: To members of athletic teams

Education or other legal code: 32221.5

Board Policy/Administrative Regulation: AR 5143

Subject: Offer of insurance; no-cost and low-cost program options



If school has lost its WASC accreditation status

Education or other legal code: 35178.4  
Board Policy/Administrative Regulation: BP 6190  
Subject: Loss of status, potential consequences

When/Whom to Notify: When district has contracted for electronic products or services that disseminate advertising

Legal Code: Education Code 35182.5  
Board Policy/Administrative Regulation #: BP 3112  
Subject: Advertising will be used in the classroom or learning center

When to notify: At least six months before implementing a schoolwide uniform policy

Education or other legal code: 35183  
Board Policy/Administrative Regulation: AR 5132  
Subject: Dress code policy requiring schoolwide uniform

When to notify: Beginning of each term, when student has not passed the exit exam by the end of grade 12

Education or other legal code: 37254  
AR 6179  
Subject: Availability of intensive instruction and services for two consecutive academic years and right to file complaint

When to notify: Before implementing a year-round schedule

Education or other legal code: 37616  
Board Policy/Administrative Regulation: BP 6117  
Subject: Year-round schedule

When to notify: When interdistrict transfer is requested and not approved or denied within 30 days

Education or other legal code: 46601  
Board Policy/Administrative Regulation: AR 5117  
Subject: Appeal process

When to notify: When student identified as being at risk of retention

Education or other legal code: 48070.5  
Board Policy/Administrative Regulation: AR 5123  
Subject: Student at risk of retention

When to notify: When student excluded due to quarantine, contagious or infectious disease, danger to safety or health

Education or other legal code: 48213  
Board Policy/Administrative Regulation: AR 5112.2, BP 5141.33

Subject: Student has been excluded from school

When to notify: Before student is excluded for lack of immunization

Education or other legal code: 48216

Board Policy/Administrative Regulation: AR 5141.31

Subject: Two weeks to submit evidence of immunization or exemption; referral to medical care

When to notify: When a student is classified a truant

Education or other legal code: 48260.5, 48262

Board Policy/Administrative Regulation: AR 5113.1

Subject: Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

When to notify: When a truant is referred to a SARB or probation department

Education or other legal code: 48263

Board Policy/Administrative Regulation: AR 5113.1

Subject: Name and address of SARB or probation department and reason for referral

When to notify: When a school is identified on the state's Open Enrollment List

Education or other legal code: 48354; 5 CCR 4702

Board Policy/Administrative Regulation: AR 5118

Subject: Student's option to transfer to another school

When to notify: Within 60 days of receiving application for transfer out of open enrollment school

Education or other legal code: 48357; 5 CCR 4702

Board Policy/Administrative Regulation: AR 5118

Subject: Whether student's transfer application is accepted or rejected; reasons for rejection

When to notify: Prior to involuntary transfer prior to continuation school

Education or other legal code: 48432.5

Board Policy/Administrative Regulation: AR 6184

Subject: Right to require meeting to involuntary transfer to continuation school

When/Whom to Notify: To person holding educational rights, prior to recommending placement of foster youth outside school of origin

Legal Code: Education Code 48853.5

Board Policy/Administrative Regulation #: AR 6173.1

Subject: Basis for the placement recommendation

When to notify: When student is removed from class and teacher requires parental attendance at school

Education or other legal code: 48900.1

Board Policy/Administrative Regulation: BP 5144.1, AR 5144.1



Subject: Parental attendance required; timeline for attendance

When to notify: Prior to withholding grades, diplomas, or transcripts

Education or other legal code: 48904

Board Policy/Administrative Regulation: AR 5125.2

Subject: Damaged school property

When to notify: When withholding grades, diplomas or transcripts from transferring student

Education or other legal code: 48904.3

Board Policy/Administrative Regulation: AR 5125.2

Subject: Next school will continue withholding grades, diplomas, or transcripts

When to notify: When student is released to peace officer

Education or other legal code: 48906

Board Policy/Administrative Regulation: BP 5145.11

Subject: Release of student to peace officer

When to notify: At time of suspension

Education or other legal code: 48911

Board Policy/Administrative Regulation: BP 5144.1, AR 5144.1

Subject: Notice of suspension

When to notify: When original period of suspension is extended

Education or other legal code: 48911

Board Policy/Administrative Regulation: AR 5144.1

Subject: Extension of suspension

When to notify: Before holding a closed session re: suspension

Education or other legal code: 48912

Board Policy/Administrative Regulation: AR 5144.1

Subject: Intent to hold a closed session re: suspension

When to notify: When student expelled from another district for certain acts seeks admission

Education or other legal code: 48915.1, 48918

Board Policy/Administrative Regulation: BP 5119

Subject: Hearing re: possible danger presented by expelled student

When to notify: When readmission is denied

Education or other legal code: 48916

Board Policy/Administrative Regulation: AR 5144.1

Subject: Reasons for denial; determination of assigned program

When to notify: When expulsion occurs

Education or other legal code: 48916

Board Policy/Administrative Regulation: AR 5144.1  
Subject: Description of readmission procedures

When to notify: 10 calendar days before expulsion hearing  
Education or other legal code: 48918  
Board Policy/Administrative Regulation: AR 5144.1  
Subject: Notice of expulsion hearing

When to notify: When expulsion or suspension of expulsion occurs  
Education or other legal code: 48918  
Board Policy/Administrative Regulation: AR 5144.1  
Subject: Decision to expel; right to appeal to county board; obligation to inform new district of status

When to notify: One month before the scheduled minimum day  
Education or other legal code: 48980  
Board Policy/Administrative Regulation: BP 6111  
Subject: When minimum days scheduled after beginning of the school year

When to notify: When parents request guidelines for filing complaint of child abuse at a school site  
Education or other legal code: 48987  
Board Policy/Administrative Regulation: AR 5141.4  
Subject: Guidelines for filing complaint of child abuse at a school site with local child protective agencies

When student in danger of failing a course  
Education or other legal code: 49067  
Board Policy/Administrative Regulation: AR 5121  
Subject: Student in danger of failing a course

When student transfers from another district or private school  
Education or other legal code: 49068  
Board Policy/Administrative Regulation: AR 5125  
Subject: Right to receive copy of student's record and to challenge its content

When to notify: Within 24 hours of release of information to a judge or probation officer  
Education or other legal code: 49076  
Board Policy/Administrative Regulation: AR 5125  
Subject: Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition



When to notify: Before release of information pursuant to court order or subpoena

Education or other legal code: 49077

Board Policy/Administrative Regulation: AR 5125

Subject: Release of information pursuant to court order or subpoena

When to notify: When screening results in suspicion that student has scoliosis

Education or other legal code: 49452.5

Board Policy/Administrative Regulation: AR 5141.3

Subject: Scoliosis screening

When to notify: When test results in discovery of visual or hearing defects

Education or other legal code: 49456

Board Policy/Administrative Regulation: AR 5141.3

Subject: Vision or hearing test

When to notify: Annually to parents/guardians of student athletes before their first practice or competition

Education or other legal code: 49475

Board Policy/Administrative Regulation: AR 6145.2

Subject: Information on concussions and head injuries

When/Whom to Notify: To person holding educational rights, within 30 days of foster youth's transfer between high schools

Legal Code: Educational Code 51225.1

Board Policy/Administrative Regulation #: AR 6173.1

Subject: Exemption from local graduation requirements, effect on college admission, option for fifth year of high school

When to notify: Before any test questioning personal beliefs

Education or other legal code: 51513

Board Policy/Administrative Regulation: AR 5022

Subject: Permission for test, survey questioning personal beliefs

When to notify: Within 14 days of instruction if arrangement made for guest speaker after beginning of school year

Education or other legal code: 51938 AR

Board Policy/Administrative Regulation: 6142.1

Subject: Instruction in HIV/AIDS or sexual health education by guest speaker or outside consultant

When to notify: Prior to administering survey regarding health risks and behaviors to students in 7-12

Education or other legal code: 51938

Board Policy/Administrative Regulation: AR 5022  
Subject: Notice that the survey will be administered

When to notify: Upon assessment and reassessment of English proficiency and enrollment in program of education for English language learners  
Education or other legal code: 52164.1, 52164.3, 52173; 5 CCR 11303  
Board Policy/Administrative Regulation: AR 6174  
Subject: Assessment results; program of education for English language learners

When to notify: When migrant education program is established  
Education or other legal code: 54444.2  
Board Policy/Administrative Regulation: BP 6175, AR 6175  
Subject: Parent advisory council membership composition

When to notify: When child participates in licensed child care and development program  
Education or other legal code: Health & Safety Code 1596.857  
Board Policy/Administrative Regulation: AR 5148  
Subject: Parent right to enter facility

When to notify: When sharing student immunization information with an immunization system  
Education or other legal code: Health & Safety Code 120440  
Board Policy/Administrative Regulation: AR 5125  
Subject: Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share

When to notify: When hearing is requested by person asked to leave school premises  
Education or other legal code: Penal Code 627.5  
Board Policy/Administrative Regulation: AR 3515.2  
Subject: Notice of hearing

When to notify: Prior to student participation in gifted and talented program  
Education or other legal code: 5 CCR 3831  
Board Policy/Administrative Regulation: AR 6172  
Subject: Gifted and talented student program

When to notify: When providing written decision in response to a complaint re: discrimination; special education, or noncompliance with law regulating educational programs  
Education or other legal code: 5 CCR 4631  
Board Policy/Administrative Regulation: AR 1312.3  
Subject: Appeal rights and procedures

When to notify: Within 30 calendar days of receipt of CELDT results  
Education or other legal code: 5 CCR 11511.5  
Board Policy/Administrative Regulation: AR 6174



Subject: CELDT test results

When to notify: When child participates in licensed child care and development program

Education or other legal code: 5 CCR 18066

Board Policy/Administrative Regulation: AR 5148

Subject: Policies re: unexcused absences

When to notify: When district substantively changes policy on student privacy rights

Education or other legal code: 20 USC 1232h

Board Policy/Administrative Regulation: AR 5022

Subject: Notice of any substantive change in policy or regulation

When to notify: For districts receiving Title I funds, when child has been taught for four or more consecutive weeks by a teacher who is not "highly qualified"

Education or other legal code: 20 USC 6311

Board Policy/Administrative Regulation: AR 4112.24

Subject: Timely notice to parent of child's assignment

When to notify: When school identified for program improvement or corrective action, within 30 days of failure to make annual yearly progress

Education or other legal code: 20 USC 6312

Board Policy/Administrative Regulation: AR 0520.2

Subject: Notice of failure to parents of English language learners

When to notify: For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents of English learners

Education or other legal code: 20 USC 6312

Board Policy/Administrative Regulation: AR 6174

Subject: Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program

When to notify: When school identified for program improvement or corrective action

Education or other legal code: 20 USC 6316

Board Policy/Administrative Regulation: AR 0520.2, AR 5116.1

Subject: Explanation of identification, reasons, how problem will be addressed, how parents can become involved, transfer option, availability of supplemental services

When to notify: When district identified for program improvement

Education or other legal code: 20 USC 6316

Board Policy/Administrative Regulation: AR 0520.3

Subject: Explanation status, reasons for identification, how parents can participate in upgrading district

When to notify: For schools receiving Title I funds, upon development of parent involvement policy

Education or other legal code: 20 USC 6318

Board Policy/Administrative Regulation: AR 6020

Subject: Notice of policy

When to notify: When household is selected for verification of eligibility for free or reduced-price meals

Education or other legal code: 42 USC 1758; 7 CFR 246.6a

Board Policy/Administrative Regulation: AR 3553

Subject: Notice of need to submit verification information; any subsequent change in benefits; right to appeal

When to notify: When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30

Education or other legal code: 34 CFR 99.34

Board Policy/Administrative Regulation: AR 5125

Subject: Right to review records

When/Whom to Notify: When district is considering program to gather safety-related information from students' social media activity

Legal Code: Education Code 49073.6

Board Policy/Administrative Regulation #: BP 5125

Subject: Opportunity for input on proposed program

When/Whom to Notify: When district adopts program to gather information from students' social media activity, and annually thereafter

Legal Code: Education Code 49073.6

Board Policy/Administrative Regulation #: AR 5125

Subject: Information is being gathered, access to records, process for removal or corrections, destruction of records

When/Whom to Notify: At least 14 days prior to sex offender coming on campus as volunteer

Legal Code: Penal Code 626.81

Board Policy/Administrative Regulation #: See AR 1240, See BP 1250

Subject: Dates and times permission granted; obtaining information from law enforcement

When/Whom to Notify: When student is homeless or unaccompanied minor

Legal Code: 42 USC 11432

Board Policy/Administrative Regulation #: AR 6173



Subject: Educational and related opportunities; transportation services; placement decision and right to appeal

#### IV. Special Education Notices

When to notify: Prior to conducting initial evaluation

Education or other legal code: 56301, 56321, 56321.5, 56321.6, 56329; 34 CFR 300.502

Board Policy/Administrative Regulation: AR 6164.4

Subject: Proposed evaluation plan, related parental rights, prior written notice

When to notify: 24 hours before IEP when district intending to record

Education or other legal code: 56341.1, 34 CFR 300.322

Board Policy/Administrative Regulation: AR 6159

Subject: Intention to audio-record IEP meeting

When to notify: Early enough to ensure opportunity for parent to attend IEP meeting

Education or other legal code: 56341.5;

Board Policy/Administrative Regulation: AR 6159

Subject: Time, purpose, location, who who in attendance, participation of others with special knowledge, transition statements if appropriate

When to notify: When parent orally requests review of IEP

Education or other legal code: 56343.5

Board Policy/Administrative Regulation: AR 6159

Subject: Need for written request

When to notify: For student receiving exit exam waiver, prior to receipt of diploma

Education or other legal code: 20 USC 1415(d); 34 CFR 300.504

Board Policy/Administrative Regulation: AR 6159.1

Subject: Procedural safeguards notice

When to notify: Disciplinary action taken for dangerous behavior

Education or other legal code: 20 USC 1415(k); 34 CFR 300.530

Board Policy/Administrative Regulation: AR 5144.2

Subject: Decision and procedural safeguards notice

When to notify: Suspension or change of placement for more than 10 days

Education or other legal code: 20 USC 1415(k); 34 CFR 300.530

Board Policy/Administrative Regulation: AR 5144.2

Subject: Decision and procedural safeguards notice

When to notify: Upon requesting a due process hearing

Education or other legal code: 20 USC 1415(k); 34 CFR 300.508

Board Policy/Administrative Regulation: AR 6159.1

Subject: Child's name, address, school, description of problem, proposed resolution

When to notify: Eligibility for services under Section 504

Education or other legal code: 34 CFR 104.32, 104.36

Board Policy/Administrative Regulation: AR 6164.6

Subject: Procedural safeguards, district responsibilities

#### V. Classroom Notices

When to notify: In each classroom in each school

Education or other legal code: 35186

Board Policy/Administrative Regulation: AR/E 1312.4

Subject: Complaint rights re: sufficiency of instructional materials, teacher vacancy and misassignment, maintenance of facilities, and, for classrooms with grades 10-12, right of students who did not pass exit exam to receive intensive instruction after grade 12

(3/10 3/11) 3/12

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: October 21, 2015

King City, California



## Student Use of Technology

The Board of Trustees intends that technological resources provided by the district be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

*(cf. 0440 - District Technology Plan)*  
*(cf. 1113 - District and School Web Sites)*  
*(cf. 4040 - Employee Use of Technology)*  
*(cf. 5131 - Conduct)*  
*(cf. 6163.1 - Library Media Centers)*

The State Administrator/Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with district regulations and the district's Acceptable Use Agreement.

*(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)*  
*(cf. 5144 - Discipline)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*  
*(cf. 5145.12 - Search and Seizure)*

Before a student is authorized to use the district's technological resources, the student and his/her parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs incurred.

*(cf. 6162.6 - Use of Copyrighted Materials)*

The State Administrator/Superintendent or designee, with input from students and appropriate staff, shall regularly review and update this policy, the accompanying administrative regulation, and other relevant procedures to enhance the safety and security of students using the district's technological resources and to help ensure that the district adapts to changing technologies and circumstances.

## Use of District Computers for Online Services/Internet Access

The State Administrator/Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC 6777, 47 USC 254)

To reinforce these measures, the State Administrator/Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist in this supervision.

The State Administrator/Superintendent or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The State Administrator/Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Cyberbullying and sexting that occurs through the use of the district Internet system or use of personal digital devices, such as cell phones, digital cameras, personal computers, and PDAs are prohibited.

The district has the right to take action on any off-campus online activities that cause, or threaten to cause, substantial and material disruption at school or interference with rights of students to be secure.

In order to help ensure that the district adapts to changing technologies and circumstances, the State Administrator/Superintendent or designee shall regularly review this policy, the accompanying administrative regulation, and other relevant procedures. He/she shall also monitor the district's filtering software to help ensure its effectiveness.

Legal Reference:

EDUCATION CODE

51006 Computer education and resources

51007 Programs to strengthen technological skills

51870-51874 Education technology

60044 Prohibited instructional materials

PENAL CODE

313 Harmful matter

502 Computer crimes, remedies

632 Eavesdropping on or recording confidential communications

653.2 Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 15

6501-6506 Children's Online Privacy Protection Act



UNITED STATES CODE, TITLE 20

6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:

6777 Internet safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy Protection Act

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 Internet safety policy and technology protection measures, E-rate discounts

Management Resources:

CSBA PUBLICATIONS

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

FEDERAL TRADE COMMISSION PUBLICATIONS

How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000

MY SPACE.COM PUBLICATIONS

The Official School Administrator's Guide to Understanding MySpace and Resolving Social Networking Issues

WEB SITES

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

American Library Association: <http://www.ala.org>

California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>

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

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

Federal Communications Commission: <http://www.fcc.gov>

Federal Trade Commission, Children's Online Privacy Protection:

<http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>

U.S. Department of Education: <http://www.ed.gov>

Web Wise Kids: <http://www.webwisekids.org>

Regulation: SOUTH MONTREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: October 21, 2015

King City, California

## Instruction

### Education For English Language Learners

The Governing Board intends to provide English language learners with a challenging curriculum and instruction that develop proficiency in English as rapidly and effectively as possible in order to assist students in accessing the full educational program and achieving the district's academic standards. The district's program shall be based on sound instructional theory and shall be adequately supported so that English language learners can achieve results at the same academic level as their English-proficient peers in the regular course of study.

The Board encourages staff to exchange information with staff in other districts and the county office of education about programs, options and strategies for English language learners that succeed under various demographic conditions.

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

The Governing Board intends to provide English learners with challenging curriculum and instruction that develop proficiency in English as rapidly and effectively as possible while facilitating student achievement in the district's regular course of study.

The district shall identify in its local control and accountability plan (LCAP) specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with the state content standards and curriculum framework. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, and assist students in accessing the full educational program.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6171 - Title I Programs)

The State Administrator/Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Language Learners)



The State Administrator/Superintendent or designee shall provide to teachers, administrators, and other school staff research-based professional development that is designed to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. (20 USC 6825)

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

The State Administrator/Superintendent or designee shall encourage parent and community involvement in the development, implementation, and evaluation of English language development programs. In addition, to support students' English language development, the State Administrator/Superintendent or designee may provide an adult literacy training program for parents/guardians and community members that leads to English fluency.

(cf. 0420 - School Plans/Site Councils)  
(cf. 1220 - Citizen Advisory Committees)  
(cf. 6020 - Parent Involvement)

The State Administrator/Superintendent or designee shall maintain procedures which provide for the identification, assessment and placement of English language learners and for their redesignation based on criteria adopted by the Board and specified in administrative regulations.

To evaluate program effectiveness, the State Administrator/Superintendent or designee shall regularly examine program results, including reports of the English language learners' academic achievement, their progress towards proficiency in English and the progress of students who have been redesignated as fluent English proficient. The State Administrator/Superintendent or designee shall annually report these findings to the Board and shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

(cf. 6190 - Evaluation of the Instructional Program)

#### Identification and Assessment

The State Administrator/Superintendent or designee shall maintain procedures which provide for the accurate identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with allowable testing

variations in accordance with 5 CCR 853.5 and 853.7. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 853.5, 853.7)

(cf. 6162.51 - State Academic Achievement Tests)

#### Placement of English Learners

Students who are English learners shall be educated through "structured English immersion" (also known as "sheltered English immersion"), as defined in law and the accompanying administrative regulation, for a temporary transition period not normally intended to exceed one year. Nearly all of the classroom instruction in the district's structured English immersion program shall be in English, but with the curriculum and presentation designed for students who are learning the language. (Education Code 305-306)

"Nearly all," for the purpose of determining the amount of instruction to be conducted in English, means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

The definition of "reasonable level of proficiency" is one that must be made at the local level. The following paragraph should be revised to specify the types of assessment instruments and scores and/or other local tools (e.g., student portfolios or grades) which will be used to determine whether a student has achieved a reasonable level of English proficiency for purposes of qualifying for transfer to an English mainstream classroom. The district should fill in the blanks below with its definition of "reasonable level of proficiency." \*\*\*

When an English learner has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education, any district assessments, and/or other criteria adopted by the Board, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is overwhelmingly in English. (Education Code 305-306; 5 CCR 11301)

(cf. 6162.5 - Student Assessment)

An English learner has acquired a "reasonable level of English proficiency" when he/she has achieved the following:

\*\*\*Note: 5 CCR 11301 allows a parent/guardian to have his/her child moved into an English language mainstream classroom at any time during the school year. According to the CDE, the parent/guardian only needs to request this placement; he/she does not need to go through the waiver process described below in the section entitled "Parental Exception Waivers." \*\*\*

At any time during the school year, the parent/guardian of an English learner may have his/her



child moved into an English language mainstream program. (5 CCR 11301)

### Type of Instruction

Students who are English language learners shall be educated through "sheltered English immersion" or "structured English immersion" during a temporary transition period not normally intended to exceed one year. "Nearly all" of the classroom instruction in the district's sheltered

English immersion program shall be in English, but with the curriculum and presentation designed for students who are learning the language. (Education Code 305, 306)

The district has defined the term "nearly all" as follows:

- The student's primary language may be used as support to clarify meaning and facilitate comprehension

When an English language learner has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education or any locally developed assessments and using other criteria developed by the district, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is "overwhelmingly" in English. (Education Code 305; 5 CCR 11301)

An English language learner has acquired a "reasonable level of English proficiency" when he/she has achieved the following:

- ELD Level 4 "Early Advanced" (level 4) or "Advanced" (level 5) as assessed by the California English Language Development Test (CELDT)

*(cf. 6011 - Academic Standards)*

*(cf. 6162.5 - Student Assessment)*

*(cf. 6171 - Title I Programs)*

Upon the request of his/her parent/guardian, a student shall be placed in an English language mainstream classroom. (5 CCR 11301)

### Parental Exception Waivers

At any time during the school year, the parent/guardian of an English language learner may have his/her child moved into an English language mainstream program.

Parent/guardian requests for waivers from Education Code 305 regarding placement in a sheltered English immersion program shall be granted in accordance with law and administrative regulation.

If the State Administrator/Superintendent or designee denies the waiver request, he/she shall provide a written justification to the parent/guardian describing the reasons for the denial. A parent/guardian may appeal the State Administrator/Superintendent's decision in writing to the Board. The Board may consider the matter at its next regular Board meeting. The Board may decide not to hear the appeal, in which case the State Administrator/Superintendent's decision shall be final. If the Board hears the appeal, the State Administrator/Superintendent shall send the Board's decision to the parent/guardian within seven working days.

To evaluate the effectiveness of the district's educational program for English learners, the State Administrator/Superintendent or designee shall report to the Board, at least annually, regarding the progress of English learners towards proficiency in English, the number and percentage of English learners reclassified as fluent English proficient, the number and percentage of English learners who are or are at risk of being classified as long-term English learners, the achievement of English learners on standards-based tests in core curricular areas, and a comparison of current data with data from at least the previous year. The State Administrator/Superintendent or designee also shall provide the Board with regular reports from any district or schoolwide English learner advisory committees.

#### Program Evaluation

To evaluate the effectiveness of the district's educational program for English learners, the State Administrator/Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. Progress toward any other goals for English learners identified in the district's LCAP
6. A comparison of current data with data from at least the previous year.

The State Administrator/Superintendent or designee also shall provide the Board with regular reports from any district or schoolwide English learner advisory committees.

#### Legal Reference:

EDUCATION CODE

300-340 English language education

430-446 English Learner and Immigrant Pupil Federal Conformity Act



33050 State Board of Education waiver authority  
42238.02-42238.03 Local control funding formula  
44253.1-44253.11 Qualifications for teaching English learners  
48985 Notices to parents in language other than English  
52052 Academic Performance Index; numerically significant student subgroups  
52060-52077 Local control and accountability plan  
52130-52135 Impacted Languages Act of 1984  
52160-52178 Bilingual Bicultural Act  
60200.7 Suspension of state instructional materials adoptions  
60605.87 Supplemental instructional materials, English language development  
60640 California Assessment of Student Performance and Progress  
60810-60812 Assessment of language development  
62005.5 Continuation of advisory committee after program sunsets  
CODE OF REGULATIONS, TITLE 5  
853.5-853.7 Test administration; universal tools, designated supports, and accommodations  
11300-11316 English learner education  
11510-11517 California English Language Development Test  
UNITED STATES CODE, TITLE 20  
1701-1705 Equal Educational Opportunities Act  
6312 Local education agency plans  
6801-6871 Title III, Language instruction for limited English proficient and immigrant students  
7012 Parental notification  
COURT DECISIONS  
Valeria G. v. Wilson, (2002) 307 F.3d 1036  
California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d  
1141  
McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196  
Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698  
ATTORNEY GENERAL OPINIONS  
83 Ops.Cal.Atty.Gen. 40 (2000)

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

Adopted: October 21, 2015

King City, California

## Instruction

### Education For English Language Learners

#### Definitions

English learner means a student who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English, also known as a limited English proficient or LEP child. (Education Code 306)

English language classroom means a classroom in which the language of instruction used by the teaching personnel is overwhelmingly the English language, and in which such teaching personnel possess a good knowledge of the English language. (Education Code 306)

English language mainstream classroom means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English. (Education Code 306)

Structured English immersion (also known as "sheltered English immersion") means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language. (Education Code 306)

Bilingual education/native language instruction means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the student's native language. (Education Code 306)

#### Identification and Assessment

Upon enrollment in the district, each student's primary language shall be determined through use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English proficiency using the state's designated English language proficiency test. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)



The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.7. Variations and accommodations in test administration may be provided pursuant to 5 CCR 11516-11516.7. Any student with a disability shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan that are appropriate and necessary to address the student's individual needs. If he/she is unable to participate in the assessment or a portion of the assessment with such accommodations, he/she shall be administered an alternate assessment for English language proficiency as set forth in his/her IEP. (5 CCR 11516-11516.7)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6159 - Individualized Education Program)

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

#### Parental Notifications

The State Administrator/Superintendent or designee shall provide the following written notifications to parents/guardians of English learners:

1. **Assessment Notification:** The district shall notify parents/guardians of their child's results on the state's English language proficiency assessment within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

(cf. 5145.6 - Parental Notifications)

2. **Placement Notification:** At the beginning of each school year, parents/guardians shall be informed of the placement of their child in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11309)

3. **Title III Notifications:** Each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 440; 20 USC 7012)

a. The reason for the student's classification as an English learner

b. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement

c. A description of the program for English language development instruction, including a

description of all of the following:

- (1) The manner in which the program will meet the educational strengths and needs of the student
  - (2) The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards
  - (3) The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
  - (4) Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
- d. Information regarding a parent/guardian's option to decline to allow the student to be enrolled in the program or to choose to allow the student to be enrolled in an alternative program
  - e. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered
4. Annual Measurable Objectives Notification: If the district fails to make progress on the annual measurable achievement objectives for English learners established pursuant to 20 USC 6842, the State Administrator/Superintendent or designee shall, within 30 days after such failure occurs, send a notification regarding such failure to the parents/guardians of each student identified for participation in a language instruction educational program supported by Title III funds. (20 USC 7012)

#### Parental Exception Waivers

A parent/guardian may, by personally visiting the school, request that the district waive the requirements pertaining to the placement of his/her child in a structured English immersion program if one of the following circumstances exists: (Education Code 310-311)

1. The student already possesses sufficient English language skills, as measured by standardized tests of English vocabulary comprehension, reading, and writing, in which the student scores at or above the state average for his/her grade level or at or above the fifth-grade average, whichever is lower.
2. The student is age 10 years or older, and it is the informed belief of the principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills.



3. The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom and it is subsequently the informed belief of the principal and educational staff that the student has special physical, emotional, psychological, or educational needs and that an alternate course of educational study would be better suited to the student's overall educational development.

Upon request for a waiver, the State Administrator/Superintendent or designee shall provide parents/guardians with a full written description and, upon request, a spoken description of the intent and content of the structured English immersion program, any alternative courses of study, all educational opportunities offered by the district and available to the student, and the educational materials to be used in the different educational program choices. For a request for waiver pursuant to item #3 above, the State Administrator/Superintendent or designee shall notify the parent/guardian that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the waiver must be approved by the State Administrator/Superintendent pursuant to any guidelines established by the Governing Board. (Education Code 310, 311; 5 CCR 11309)

The principal and educational staff may recommend a waiver to a parent/guardian pursuant to item #2 or #3 above. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310. (Education Code 311; 5 CCR 11309)

When evaluating waiver requests pursuant to item #1 above and other waiver requests for those students for whom standardized assessment data are not available, other equivalent assessment measures may be used. These equivalent measures may include district standards and assessment and teacher evaluations of such students.

Parental exception waivers pursuant to item #2 above shall be granted if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (Education Code 311)

Parental exception waivers pursuant to item #3 above shall be granted by the State Administrator/Superintendent if it is the informed belief of the principal and educational staff that, due to the student's special physical, emotional, psychological, or educational needs, an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311)

All parental exception waivers shall be acted upon within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to item #3 above shall not be acted upon during the 30-day placement in an English language classroom. Such waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11309)

Any individual school in which 20 or more students of a given grade level receive a waiver shall offer an alternative class where the students are taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. Otherwise, the students shall be allowed to transfer to a public school in which such a class is offered. (Education Code 310)

In cases where a parental exception waiver pursuant to item #2 or #3 above is denied, the parent/guardian shall be informed in writing of the reason(s) for the denial and advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the court. (5 CCR 11309)

Waiver requests shall be renewed annually by the parent/guardian. (Education Code 310)

#### Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English language learners for the purposes of overcoming language barriers until the English language learners have: (5 CCR 11302)

1. Demonstrated English language proficiency comparable to that of the district's average native English language speakers
2. Recouped any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English language learners shall be redesignated as fluent English proficient when they are able to comprehend, speak, read and write English well enough to receive instruction in the regular program and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The following measures shall be used to determine whether an English language learner shall be reclassified as fluent English proficient: (5 CCR 11303)

1. Assessment of English language proficiency utilizing the CELDT as the primary criterion, and objective assessment of the student's English reading and writing skills



2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions
3. Parent/guardian opinion and consultation during a redesignation interview

Parents/guardians shall receive notice and a description of the redesignation process, including notice of their right to participate in the process. Parent/guardian participation in the process shall be encouraged.

4. Comparison of performance in basic skills, including performance on the English-Language Arts section of the California Standards Test
5. Objective data on the student's academic performance in English

The State Administrator/Superintendent or designee shall provide subsequent monitoring and support for redesignated students, including but not limited to monitoring the performance of redesignated students in the core curriculum in comparison with their native-English speaking peers, monitoring the rate of redesignation, and ensuring correct classification and placement.

The State Administrator/Superintendent or designee shall develop a process to monitor the effectiveness of the district's program for English language learners. The district's program shall be modified as needed to help ensure language and academic success for each English language learner.

#### Advisory Committees

At the district level when there are more than 50 English language learners in the district and at each school with more than 20 English language learners, parent/guardian advisory committees shall be maintained to serve the advisory functions specified in law. (5 CCR 11308)

Parents/guardians of English language learners shall constitute committee membership in at least the same percentage as their children represent of the total number of students in the school. (Education Code 52176)

The district's English language advisory committee shall advise the Board on at least the following tasks: (5 CCR 11308)

1. The development of a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals and objectives for programs and services for English learners

4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures
7. Review of and comments on the written notification required to be sent to parents/guardians pursuant to 5 CCR 11300-11316

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 6020 - Parent Involvement)*

In order to assist advisory members in carrying out their responsibilities, the State Administrator/Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

#### LCAP Advisory Committee

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established or the site English Language Advisory Committees shall review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

*(cf. 0460 - Local Control and Accountability Plan)*

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

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