

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

Wednesday, August 12, 2015

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

BOARD OF EDUCATION

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

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

STUDENT BOARD MEMBER

TBD - GHS
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 Secretaría de el Superintendente antes de que la Mesa Directiva de Educación de por terminada la junta.

CLOSED SESSION: 5:30 PM

- A. Public Employment
- B. Employee Discipline/Dismissal/Release/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 específico entonces habrá un limite de 20 minutos en total para cada asunto. Para asuntos que no estén enlistados en la agenda, La Mesa Directiva podrá referir ese asunto al Superintendente o su designado o poner ese asunto en sobre aviso, pero no se tomara ninguna acción en ese momento excepto cuando la ley lo permita.

F. REPORT FROM STATE ADMINISTRATOR

G. APPROVAL OF AGENDA

H. EMPLOYEE ORGANIZATIONS

I. CONSENT AGENDA

1. Approval of Minutes: June 16, 2015 (Pages 1-9)
2. Approval of Personnel Report Dated August 12, 2015 (*Claudia Arellano, Sr. Director Human Resources*)
3. Approval of Accounts Payable Warrants – June 2015 (*Duane Wolgamott, CBO*) (Pages 10-17)
4. Approval of Accounts Payable Warrants – July 2015 (*Duane Wolgamott, CBO*) (Page 18-25)
5. Approval of Purchase Orders – June 2015 (*Duane Wolgamott, CBO*) (Pages 26-29)
6. Approval of Purchase Orders – July 2015 (*Duane Wolgamott, CBO*) (Pages 30-35)
7. Approval of Consultant Contract – Linda Gurndhoffer (*Duane Wolgamott, CBO*) (Pages 36-38)
8. Approval of Consultant Contract with Lincoln Hatch (*Duane Wolgamott, CBO*) (Pages 39-41)
9. Approval of Partnership Services Agreement – GEAR UP (*Duane Wolgamott, CBO*) (Pages 42-48)

J. CONSENT ITEMS REMOVED FOR COMMENT/QUESTIONS

K. INFORMATION ITEMS

1. Revenue and Expense Report – 2014-2015 (*Duane Wolgamott, CBO*) (Pages 49-55)
2. Revenue and Expense Report – 2015-2016 (*Duane Wolgamott, CBO*) (Pages 56-62)
3. Cash Flow Report for 2014-2015 (*Duane Wolgamott, CBO*) (Pages 63-83)
4. Cash Flow Report for 2015-2016 (*Duane Wolgamott, CBO*) (Pages 84-108)
5. Food Service Review Update (*Duane Wolgamott, CBO*) (Pages 109-110)
6. Board Policies – First Reading (Pages 111-196)
 - E 0420.41 – Charter School Oversight (revised)
 - BP 0460 – Local Control and Accountability Plan (revised)
 - AR 0460 – Local Control and Accountability Plan (revised)
 - BP 1350 – 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)

L. ACTION ITEMS

1. Approval of Resolution #01:15/16 Designating Authorized Agent to Sign School Orders (*Daniel Moirao, Ed.D., State Administrator*) (Pages 197-198)
2. Approval of Contract with CSM for E-Rate Compliance Services (*Duane Wolgamott, CBO*) (Pages 199-205)
3. Approval of Consultant Contract with Lisa Dopfel (*Duane Wolgamott, CBO*) (Pages 206-209)
4. Approval of 3 Year Agreement with Apex Online Credit Recovery System (*Daniel Moirao, Ed.D., State Administrator*) (Pages 210-220)

5. Approval of A-G Course for Apex (Credit Recovery) (*Diana Jimenez, Director of Educational Services*) (Pages 221-222)
6. Approval of Contract with Fagen, Friedman & Fulfroost (*Daniel Moirao, Ed.D., State Administrator*) (Pages 223-227)
7. Approval of Consultant Services Contract with Beyond Speech Therapy (*Duane Wolgamott, CBO*) (Pages 228-231)
8. Approval of GHS Agricultural Career Technical Education Grant for 2015-2016 (*Daniel Moirao, Ed.D., State Administrator*) (Pages 232-235)
9. Approval of Agreement for Architectural Services with Jordon Knight Architects (*Duane Wolgamott, CBO*) (Pages 236-257)
10. Approval of Consultant Contract with Diane Mazzoni (*Duane Wolgamott, CBO*) (Pages 258-261)
11. Approval of Consultant Contract with Susan Brooks (*Duane Wolgamott, CBO*) (Pages 262-264)
12. Approval of Software Agreement – ASBWorks (*Duane Wolgamott, CBO*) (Pages 265-269)
13. Approval of Agreement of Individual Service Agreement with MCOE for One to One Assistance for a Special Education Student (*Marilyn Shepherd, Ed.D., (Director of Special Education)*) (Pages 270-271)
14. Approval of Vocational Certificate Program (Special Education) (*Diana Jimenez, Director of Educational Services*) (Pages 272-325)
15. Approval of Approval of K to College Memorandum of Understanding (*Diana Jimenez, Director of Educational Services*) (Pages 326-328)
16. Approval of Parent Institute for Quality Education Contract for 2015-2016 (*Diana Jimenez, Director of Educational Services*) (Pages 329-330)
17. Approval of English 4 Course Separate into Semesters for Credit Recovery Purposes (*Diana Jimenez, Director of Educational Services*) (Page 331)
18. Approval of Consolidated Application (*Duane Wolgamott, CBO*) (Pages 332-358)
19. Approval of Board Policies – Second Reading (*Daniel Moirao, Ed.D., State Administrator*) (Pages 359-426)
 - AR 5141.3 Health Examinations (revised)
 - BP 5141.4 Child Abuse Prevention and Reporting (major revision)
 - BP 5144.1 Suspension and Expulsion Due Process (revised)
 - AR 5144.1 Suspension and Expulsion Due Process (revised)
 - AR 6145.2 Athletic Competition (revised)
 - BP 6158 Independent Study (revised)
 - AR 6158 Independent Study (revised)
 - AR 6162.51 State Achievement Test (new)
 - AR 6173 Education for Homeless Children (revised)

FUTURE AGENDA ITEMS/MEETING DATES

September 8, 2015 (Tuesday) Board Study Session	King City
September 16, 2015 (Wednesday) Board Meeting	Greenfield
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

N. PROMOTING DISTRICT

O. SIGNING OF PAPERS

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

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

Tuesday, June 16, 2015

Minutes

BOARD OF EDUCATION

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

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

OPEN SESSION

Call to Order

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

Public Comment

There were not any comments from the public. The meeting was recessed to closed session.

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

Call to Order

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

Flag Salute

Mike Foster led in the flag salute.

Report of Closed Session Actions

Mike Foster reported the acceptance of the Personnel Report.

Student Board Member Report

Student Board Member graduated June 6, 2015, therefore there was not a report.

Board Member Comments

Mike LeBarre reported MST is offering a \$38.00 all summer bus ticket to students.

Dr. Moirao inquired if there was a flyer providing this information. Mr. LeBarre said he would check into it and make sure we received the information.

Bob White said the last few weeks were very busy with the graduations and the GHS sober grad party. Approximately 80 students out of 165 graduates from GHS attend their sober grad night. The students had a good time. He thanked everyone who participated in the fundraisers to support the sober grad event. Mr. White said he had one daughter graduate from the University of Santa Clara and his youngest daughter graduated from GHS.

Raul Rodriguez asked for a report indicating how many students were attending a 2 and 4 year college. He said he would like to recognize those students who were continuing their education. He suggested sending a congratulation letter to those students continuing their education. The seniors have a lot of challenges ahead of them.

Mike Foster thanked the faculty and staff for all of their support to students during the year. All of the graduations were put together well and the ceremonies were all enjoyable. He said he was excited about seeing the summer programs being offered and is looking forward to the next school year.

Mike LeBarre suggested coordinating the free lunch meal with the King City Recreation Department. Dr. Moirao said we did not receive information we were approved for the lunch program until the last minute. Dr. Moirao said the program is being offered at 3 schools in the Greenfield Union School District and the King City Union School District is offering the free lunch at one of their locations.

Mike Foster said the free lunch is a great program for students and the community.

Public Comment

There were not any comments from the public.

Report from State Administrator

Dr. Moirao suggested moving the recognition of Ray Green to the next item.

The Board recognized the suggestion.

INFORMATION ITEM

Recognition of Ray Green for Receiving the Golden Whistle Award

Mike Foster said he has recognized how well Mr. Green connects with students and presented him with a Certificate of Appreciation. This is something viewed as a very positive trait for a teacher. Dr. Moirao said the GHS graduation ceremony is always longer because all of the students want to hug Mr. Green and thank him for what he has done for them.

Mr. Green said he was very surprised and honored to have received the Golden Whistle Award from KSBW.

Report from State Administrator

Dr. Moirao said the graduations have come and gone. There were 185 students who graduated from King City High School with 18 non-grads; Greenfield High School graduated 168 students with 37 non-graduates; Portola-Butler graduated 43 students with 23 non-graduates. Dr. Moirao said we are investigating to determine the reason for the non-graduates.

We are not certain of the CAHSEE testing which had been schedule in July for students to take. We are waiting for a response from the state since the CAHSEE test has been cancelled in July. If the state does cancel the test it would affect those students who had not passed the prior testing. Another question being asked, if the test is cancelled, would those students automatically receive their diploma. The response was we are uncertain at this time what decision the state will make.

Mr. Rodriguez asked if the CAHSEE testing is eliminated, what it will be replaced with. The response was the Smarter Balance test will be given to 11th graders.

Mike Foster suggested the reason for students not graduating be explored. Mr. White suggested the biggest reason may be the students had not passed the CAHSEE test.

Mike Foster asked, for those seniors who had not passed the previous CAHSEE exam and the states does not offer the July test, is it possible to issue retro diplomas. The response was, the state would have to give districts direction.

Dr. Moirao said there was a district who allowed seniors to walk at graduation because of the notification by the state of the cancellation of the July CAHSEE testing. Dr. Moirao said that was not the case for our district. Students did not walk if they had not passed the test, the state had not authorized any change in state graduation requirements.

Dr. Moirao said he, Duane Wolgamott, Mike Foster and Paulette Bumbalough will be meeting with administrative staff from the Greenfield Union School District and Capital Advisors at Greenfield High School on Monday, June 22 at 8:30 AM to tour the campus.

Dr. Moirao said we have a full summer school. There are approximately a total of 400 students at both campuses. King City started their summer school on June 8 and Greenfield High School on June 15. Janet Sanchez-Matos is providing the admin coverage at King City and Jose Aispuro at Greenfield. There is security on campus during the hours students are on campus.

Raul Rodriguez asked if the program was to help students pass the A-G requirements.

Dr. Moirao said there are a variety of reasons students are attending. We have 75 incoming freshman from the King City elementary district and 80 from Greenfield who are reading at the 3rd grade level. They are enrolled in the Read 180 program. We also have 10 year ELD students coming in as freshman needing assistance.

Raul Rodriguez said he was glad summer school and credit recovery is being offered.

Dr. Moirao reminded the Board there is not a regular board meeting scheduled in July. If the Governor and legislature approve the state budget then we have to approve a revise budget 45 days after the governor signs the budget. Depending on when that happens, we may need to have a special board meeting for that one item.

Dr. Moirao said we will be going back to having our regular board meetings on Wednesdays, the board study session would continue on Monday. Mike LeBarre asked if the regular board meeting could be on Monday, he is the city council liaison with the King City Union School District and normally that meeting takes place on Wednesday. The other board members did not indicate that would be a conflict for them. Dr. Moirao approved the regular board meeting to take place on Monday starting in August.

Dr. Moirao said the Board may have noticed the field at King City High School has been disked up. He said the work has been donated and the field will be seeded for a new lawn. Raul Rodriguez asked who the contact person was for the donation and who would be monitoring the process. Dr. Moirao responded the district would monitor the process. He said in the past we have had press boxes, tunnels, corrals for animals all donated by members of the community. We now have issues with DSA on some of the projects. The community is very generous with their donations, but we do have restrictions and processes to follow.

Mike LeBarre said we may also have liability issues if there is an injury. The comment was made our insurance should cover if there is an issue on this project.

Raul Rodriguez suggested the district put out a list of donations. Dr. Moirao said he could have a conversation with donors and inform them of the restrictions.

APPROVAL OF AGENDA

Dr. Moirao said he would like to remove information item #8, working with community groups. The remainder of the agenda was approved.

Employee Organizations

There were not any comments from the employee organizations.

CONSENT AGENDA

1. Approval of Minutes: May 19, 2015 & June 1, 2015
2. Approval of Personnel Report Dated June 16, 2015
3. Approval of Accounts Payable Warrants
4. Approval of Purchase Orders – May 2015
5. Approval of Williams Fourth Quarter Report
6. Approval of the Migrant Education Agreement
7. Approval of Consultant Contract: Candy McCarthy

Bob White and Mike Foster had several questions on accounts payable, item #3.

All Board members said aye to approve the consent agenda excluding item #3. Dr. Moirao approved the recommendation.

Consent Items Removed for Comment/Questions

Mr. Foster and Mr. White both questioned, since the bid had to be pulled, could we hold off payment to JK Architects. Mr. Wolgamott said they have already been paid. Dr. Moirao said there would be an explanation of what the district is doing when we get to that item on the agenda.

Raul Rodriguez said he noticed a number of reimbursements to staff. Dr. Moirao said when staff attend approved conferences and the employee pays for expenses while at the conference, they are then reimbursed when receipts are provided. We do not have a district credit card. It was also mentioned all conferences staff attend need prior approval.

All board members said aye to approve consent item #3. Dr. Moirao approved the recommendation.

INFORMATION ITEMS

Recognition of the GHS Girls' Soccer Team

There were not any members from the team or coach in attendance.

Revenue and Expense Report

The Board did not have questions on the report.

School Enrollment, Attendance, and Referrals Statistics

Raul Rodriguez said there is a difference in discipline. Greenfield High School is higher than King City High School. Dr. Moirao said that is hard to determine, there are times when students may act up on one campus and not the other. Mr. Foster said he understands there may not be consistency.

Mr. Wolgamott added, it seems the 9th and 10th graders are the ones who have the most discipline issues.

Cash Flow Report for 2014-2015

The Board did not have any questions on the cash flow.

Seamless Summer Food Program

Duane Wolgamott said he has ordered banners advertising the free meal for children up to 18. He said it has also been announced on the radio and a message was sent out on the Alert Now system to parents.

Raul Rodriguez said in Greenfield there are 3 elementary school sites which offer the free meal. Mr. Wolgamott said they only have to be a quarter mile apart.

C & I Update

Diana Jimenez distributed a Smarter Balance sample assessment report. She said this is an example of the 11th graders report which will be sent to parents. She said it may be noticed currently there is not a lot of information given. There are still a lot of questions regarding the report and what statistics will be provided. She anticipates changes in the assessment once it is implemented. There will be a couple of parent meetings at the beginning of school to explain the report. There will not be any assessment for the 9th or 10th graders.

Mike LeBarre asked if we would be doing our own benchmarks for the 9th and 10th graders. The response was yes. He added he did not realize the Smarter Balance assessments were for the preparation of college.

Raul Rodriguez asked if there will still be API. Ms. Jimenez said a lot of things are still up in the air, we don't know.

Mike Foster asked how Program Improvement will be evaluated. Both Dr. Moirao and Diana Jimenez said there are still a lot of questions.

Working with Community Groups

This item was deleted from the agenda as well as for future meetings.

Board Policies – First Reading

AR 5141.3 Health Examinations (revised)
BP 5141.4 Child Abuse Prevention and Reporting (major revision)
BP 5144.1 Suspension and Expulsion Due Process (revised)
AR 5144.1 Suspension and Expulsion Due Process (revised)
AR 6145.2 Athletic Competition (revised)
BP 6158 Independent Study (revised)
AR 6158 Independent Study (revised)
AR 6162.51 State Achievement Test (new)
AR 6173 Education for Homeless Children (revised)

Bob White said in AR 5141.3 it references hearing tests. He asked if that was being done. Dr. Moirao said we did not do it this year, but we have done it in the past.

ACTION ITEMS

Approval of the Revised 2015-2016 LCAP

Dr. Moirao said much of this information was shared with the Board at the study sessions, there are not a lot of major revisions. Narratives have also been added.

Mike Foster said there is lot of information and focus on different areas. He added it could be overwhelming to an administrator. Ms. Jimenez said we will focus on the things the sites need to focus on. The sites need to know the goals.

Diana Jimenez said the site plans included the LCAP.

Raul Rodriguez asked how many plans this information is included in. The response was the site plans, LEA, English Learners, composing the Master Schedule, WASC report, and safety reports. Mr. Rodriguez asked if we were just filling in the blanks to get the money. Both Diana Jimenez and Duane Wolgamott responded not any more.

Mike Foster said the first step is to establish the plan and then get staff to buy into the plan. The comment was made it is important to have the students engaged. Diana Jimenez added we have a lot of data in our site plans.

Dr. Moirao said the administration will be in the classrooms more next year to make sure the goals in the plans are being followed.

Mike Foster said, as a Board, this is holding the administrators accountable. As Board members we need to make sure the standards are being met. We need to see results from the plan. Dr. Moirao said all of the plans need to be in vertical alignment.

Raul Rodriguez asked if the staff will be receiving a binder at the beginning of the school year with this information. Dr. Moirao said this is a lot of information, it will be broken apart in workable pieces.

Mike Foster said the site plan could be consider the bible for the sites. Diana Jimenez added the site plan is what the teachers and administration will be referring to.

All Board member said aye. Dr. Moirao approved the recommendation.

Approval of the 2015-2016 Budget

Duane Wolgamott said MCOE reviewed the budget, there is a new form they are using. The form indicated there was a \$3.00 difference. As a result of the difference Mr. Wolgamott made adjustments which were distributed to the Board.

Mr. Wolgamott said there is a new component in the budget which is on page 463. We need to report why our reserve is over 3% and how we plan to utilize the money.

Raul Rodriguez asked, as a result of Senator Cannella reducing the percent we pay on the interest of our loan, can that money be put away for savings. Dr. Moirao said the reduction of the percentage of the loan would result in the district getting out of the loan early. Duane Wolgamott said the loan is listed in Fund 17.

Mr. Wolgamott said as a result of the Board requesting the reserve be increased to 17%, we now have to indicate what that money would be used for. It is categorized for state purposes, but we can use it for other reasons.

Mike Foster commented, because of our past financial history, it is imperative to have the increase in the reserve.

Mike LeBarre asked if the 17% can be accrued over the years. Mike Foster responded no.

All Board members said aye. Dr. Moirao approved the recommendation.

Approval of Declaration of Need for Fully Qualified Educators

Dr. Moirao said this is an annual declaration. This will allow us to hire interns.

All Board members said aye. Dr. Moirao approved the recommendation.

Approval of Contract with Lozano, Smith Attorneys at Law

Dr. Moirao said we have used their services in the past. This is a continuation of the contract for the next school year. Raul Rodriguez asked, do we use different law firms for different purposes. Dr. Moirao responded yes.

All Board members said aye. Dr. Moirao approved the recommendation.

Approval of Agreement with Dannis Woliver Kelly for the 2015-2016 School Year

Dr. Moirao said this is another law firm the district has been using.

Raul Rodriguez asked if this has been a good year regarding legal services. Dr. Moirao said it had been good up to the first of the year, we have since had to use their services because of special education.

Duane Wolgamott added, we have stayed within the budget allocated for legal services.

All Board members said aye. Dr. Moirao approved the recommendation.

Approval of the Agricultural Career Technical Education Incentive Grant for 2015-2016

Dr. Moirao said this is an annual grant. This particular grant is for King City High School. We have just received the information for Greenfield High School. Their grant will be formally approved at the August board meeting.

All Board members said aye. Dr. Moirao approved the recommendation.

Rescinding of Award of Contract – GHS Track Resurfacing: Dynamic Sports Construction, Inc.

Dr. Moirao said after the bid had been submitted, it was discovered there were some problems with the bid and possibly the contractor. We now have to officially rescind the bid. We will connect it with another state bid.

Mike Foster asked if it was something we overlooked. Dr. Moirao said JK Architects overlooked a piece of information in the bid development process. Mr. Foster inquired what our next step was going to be with the architects. Mr. Wolgamott said they are having discussions with them. Mr. Wolgamott added, they have since found out the green material used for the track fades to yellow in a few years, so the recommendation is to use the standard track color.

All Board members said aye. Dr. Moirao approved the recommendation.

Approval of Joint Exercise of Powers Agreement with Monterey and San Benito Counties Property/Liability JPA

Dr. Moirao said this is another annual agreement. There were not any questions from the Board.

All Board member said aye. Dr. Moirao approved the recommendation.

Approval of Agreement with the County of Monterey Health Department, Behavioral Health Bureau

Dr. Moirao said this is the second year we are using their services, we have been very happy with their services. This is being paid from SELPA money we had overpaid to the county.

All Board members said aye. Dr. Moirao approved the recommendation.

Raul Rodriguez asked what type of services they provide. The response was for students with severe needs, they are usually referred to the health department by administration or counselors.

All Board members said aye. Dr. Moirao approved the recommendation.

Approval of Option and Land Lease Agreements with GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless

Duane Wolgamott said this pole will be placed next to the existing pole, and will look just like the current pole.

All Board members said aye. Dr. Moirao approved the recommendation.

Approval of the Donation from Bruce Graham to the KCHS Music Department

Dr. Moirao said Mr. Graham qualifies for a stipend as the band director. Mr. Graham has generously donated his stipend back to the KCHS band program.

Mike Foster said he would get a thank you card for the Board to sign and send to Mr. Graham. He would leave the card with Shirley.

All Board members said aye. Dr. Moirao approved the recommendation.

Approval of Agreement with the City of Greenfield for the School Resources Officer

Dr. Moirao said the City of Greenfield is now in a place where they can provide an SRO at Greenfield High School. Dr. Moirao said he feels the presence of an officer in uniform is important. Mike Foster said it was also important for the officer to connect with students. Dr. Moirao said the officer we will be getting had been assigned to the high school a couple of years ago. He has been out for some time because of an injury.

Raul Rodriguez asked if it was necessary to have the SRO as well as the private security individual from Uretsky. Dr. Moirao said, he would rather be on the safe side and have the extra security.

Mike Foster asked if this was a year to year agreement. The response was yes. Mike LeBarre suggested making an evaluation next year to assess if both security individuals were necessary. Dr. Moirao said that would be done.

Raul Rodriguez asked who sets the SRO's daily tasks. Dr. Moirao said his duties are listed in the contract, he added there would be additional duties from time to time, which would come from the site administration. It will all depend on the need.

Raul Rodriguez asked how long an SRO has been assigned to the high school. The response was, for years.

All Board members said aye. Dr. Moirao approved the recommendation.

Approval of 2015-2016 District Local Educational Agency Plan (LEAP)

Dr. Moirao said the budget numbers have been updated.

Raul Rodriguez questioned the percentage of English Learners. Diana Jimenez said this figure comes from CDE, these numbers may be a little lighter than what we actually have.

Mike Foster asked if the data on page 593 was reviewed in the single plans. Diana Jimenez said to keep in mind the STAR data is 2 years old, but the CAHSEE data is current.

Mike Foster said the report was well done and had a lot of good information. Diana Jimenez added this is a state template.

Raul Rodriguez said he noted on page 592 one of our challenges listed was geographic isolation. He never thought of this area in that category. He also asked about the reference to poverty in the plan.

The response was geographic isolation is referring to the location and the reference to poverty is the number of students who receive free and reduced meals.

All Board members said aye. Dr. Moirao approved the recommendation.

Approval of Advanced Placement European History Textbook

Diana Jimenez said the course was recently approved, this request is for the textbook which will be used in the classroom.

All Board members said aye. Dr. Moirao approved the recommendation.

Approval of New Course: Great Documents in American History

Dr. Moirao said this course will be reading documents in history. Mr. Cavanagh has done some research and found out teachers do not have enough time to review documents in class. This course would allow time for students to do more analyzing. Currently 67 students have registered for the course.

Raul Rodriguez asked if the proposal was approved by the principal. Diana Jimenez said the course was reviewed with the site curriculum steering committee as well as district curriculum council. It is anticipated it will help the students in Smarter Balance.

Mike Foster said he would like to visit the class next year when it is in place.

All Board members said aye. Dr. Moirao approved the recommendation.

Approval of New Course: Math 3 Honors

Raul Rodriguez inquired if the teacher had been selected. The response was James Schierer will teach the course at King City High School. The question was asked if the books have been ordered. The response was yes.

All Board members said aye. Dr. Moirao approved the recommendation.

Approval of Apex Online Credit Recovery System

Diana Jimenez said some students have struggled with the online Odysseyware program. Apex would be offered to students at Portola-Butler and special ed students to get a gauge to see if it will work for students. Ms. Jimenez said the program has been highly recommended from other districts.

All Board members said aye. Dr. Moirao approved the recommendation.

Approval of Illuminate Data and Assessment Management System

Dr. Moirao said it is anticipated this system will be easier for teachers to retrieve data. We have been using Aeries Analytical, but it is a more complex system and not user friendly with staff. Illuminate is a very simple program.

Mike Foster asked if teachers have looked at this program. Diana Jimenez said the district had 8 companies give demonstrations, all department chairs were involved and gave feedback. It was unanimous to select Illuminate.

All Board members said aye. Dr. Moirao approved the recommendation

Approval of Board Policies – Second Reading

- BP 4118 Suspension/Disciplinary Action (revised)
- AR 4118 Suspension/Disciplinary Action (revised)
- BP 4121 Temporary Substitute Personnel (revised)
- AR 4161.1, 4361.1 Personal Illness, Injury Leave (revised)
- AR 4161.2, 4261.2, 4361.2 Personal Leave (revised)
- E 4212.5 Personnel Criminal Record Check (revised)
- AR 4261.1. Personal Illness/Injury Leave (revised)
- BP 5125 Student Records (revised)
- AR 5125 Student Records (revised)
- AR 5141 Students Health Care and Emergencies (new)
- AR 5141.21 Administering Medication And Monitoring Health Conditions (revised)

All Board members said aye. Dr. Moirao approved the recommendation

Future Agenda Items/Meeting Dates

July 21, 2015 (Tuesday) Board Meeting if needed	Greenfield
August 3, 2015 (Monday) Board Study Session	King City
August 18, 2015 (Tuesday) Board Meeting	King City
September 8, 2015 (Tuesday) Board Study Session	King City
September 15, 2015 (Tuesday) Board Meeting	Greenfield
October 5, 2015 (Monday) Board Study Session	King City
October 20, 2015 (Tuesday) Board Meeting	King City
November 2, 2015 (Monday) Board Study Session	King City
November 17, 2015 (Tuesday) Board Meeting	Greenfield
December 15, 2015 (Tuesday) Board Meeting	King City

Promoting District

There were not any comments.

Signing of Papers

Dr. Moirao signed appropriate papers.

Adjournment

Mike Foster adjourned the meeting at 8:13 PM.

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

Date

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

SUBJECT: Accounts Payable Warrants (June 2015)

MEETING: August 12, 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 Accounts Payable warrants for the month of June 2015.

Recommendation:

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

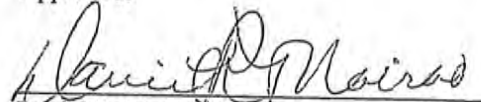
Fiscal Impact:

Within budgeted amounts

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moiraõ, Ed.D.
State Administrator

Checks Dated 06/01/2015 through 06/30/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12159469	06/02/2015	Freestyle Event Services, Inc	01-5800	Graduation sound package		1,069.00
12159470	06/02/2015	Mission Trail Athletic/MTAL	01-5800	Open PO to cover last two mileage bills		552.67
12160175	06/04/2015	Christopher S. Houston	01-5800	Link Crew end of year activities reimbursement		170.00
12160176	06/04/2015	Megan L. Munoz	01-5200	Mileage reimbursement for CELDT and AP seminar		162.72
12160177	06/04/2015	Dariana Sanchez	01-5200	Parent Llason Certificate program		192.63
12160178	06/04/2015	Rosa M. Velazquez	01-5200	CELDT Training mileage reimbursement		38.61
12160179	06/04/2015	Delia Arreola	01-5200	CEDR Training Mileage reimbursement		328.03
12160180	06/04/2015	BARRACUDA NETWORKS, INC	01-5300	Backup Cloud Storage		150.00
12160181	06/04/2015	Broken Arrow Wear	01-4300	STEM Club T-Shirts		579.92
12160182	06/04/2015	CA School Employee Assoc	01-5200	ParaEducator Conference		198.00
12160183	06/04/2015	CDW-G	01-4300	TECHNOLOGY SUPPLIES		45.05
12160184	06/04/2015	Central Coast Surveyors	25-5800	Survey KCHS		4,520.00
12160185	06/04/2015	Cyberguys / E-Filliate Inc	01-4300	Supplies		18.64
12160186	06/04/2015	DATAFLOW BUSINESS SYSTEMS	01-5610	Copy Machine		15.00
12160187	06/04/2015	DELL MARKETING LP	01-4400	Presence Learning Comp for sped		244.12
12160188	06/04/2015	Follett School Solutions, Inc	01-5850	Library software License renewal		1,400.00
12160189	06/04/2015	Foster Farms Dairy	13-4700	Dairy / Cafeteria		886.04
12160190	06/04/2015	GRAINGER INC,W W	01-4300	Supplies		358.23
12160191	06/04/2015	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	Misc Supplies for AG		595.56
12160192	06/04/2015	Interquest Detection Canines	01-5800	Canine Services		500.00
12160193	06/04/2015	KING CITY TRUE VALUE HARDWARE	01-4300	OPEN PO FOR SUPPLIES		44.70
12160194	06/04/2015	Maria S. Monroy	01-5800	Mileage Reimbursement		1,518.00
12160195	06/04/2015	MATRANGA WHOLESALE FLORISTS	01-4300	Flowers and Supplies	2,146.00	
				Open PO for Floral Classes	34.32	2,180.32
12160196	06/04/2015	Microsoft Corporation	01-4300	TABLET COVERS		378.38
12160197	06/04/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	Office supplies	28.09	
				supplies	358.09	
				Technology Supplies	304.73	
			01-4400	Megaphone and panasonic phone	158.56	
			01-5800	Student Registration packets	1,823.81	2,673.28
12160198	06/04/2015	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	39.31	
			01-5520	PGE	594.52	633.83
12160199	06/04/2015	PAQ Inc. DBA Food 4 Less/Rncho S Miguel	01-4300	SPed Supplies		231.65
12160200	06/04/2015	PENINSULA SPORTS, INC/PSI	01-5800	Game Fees 2014-2015 year end audit		351.90

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 06/01/2015 through 06/30/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12160201	06/04/2015	Professional Tutors of America	01-5800	Supplemental Educational Services 2014-15		5,780.00
12160202	06/04/2015	Rainbow Printing Inc/dba	01-4300	Graduation Program Paper		97.67
12160203	06/04/2015	Riddell All American	01-5620	Recondition Helments & Pads		4,988.04
12160204	06/04/2015	SHI International Corp	01-5300	License Renewal		1,788.00
12160205	06/04/2015	Soledad Unified School Dist	01-5800	SPED services		9,182.00
12160206	06/04/2015	STAPLES, Inc	01-4300	supplies		65.08
12160207	06/04/2015	Vology, Inc.	01-4300	Power Supply		339.89
12161754	06/11/2015	Francis Lynch	01-4300	Breakfast for PD meeting		165.11
12161755	06/11/2015	Anahi Guzman	01-8699	Greenfield Village Scholarship		750.00
12161756	06/11/2015	ATHLETIC SUPPLY OF CA	01-4300	Baseballs 20 doz. split order w/ Greenfield		1,408.83
12161757	06/11/2015	AUS-WEST Lockbox	13-5800	Services		128.35
12161758	06/11/2015	BENSON PLUMBING INC	01-5620	Greenfield High School Gas Leaks		26,560.52
12161759	06/11/2015	CA Water Service Company	01-5530	Water Fees		29.85
12161760	06/11/2015	Central Coast Surveyors	25-5800	Survey KCHS		1,130.00
12161761	06/11/2015	CITY OF GREENFIELD	01-5530	Water, Garbage, Sewer	175.47	
			01-5540	Water, Garbage, Sewer	890.73	
			01-5550	Water, Garbage, Sewer	2,663.50	3,729.70
12161762	06/11/2015	Fields Roofing	01-5620	Repairs		218.00
12161763	06/11/2015	FLINN SCIENTIFIC INC	01-4400	Science Supplies		3,373.04
12161764	06/11/2015	Hatch, Lincoln	01-5800	Auditorium		1,750.00
12161765	06/11/2015	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	Misc Supplies for AG		120.96
12161766	06/11/2015	JQ Plumbing, Inc.	01-5620	Gas Leak		2,125.00
12161767	06/11/2015	María S. Monroy	01-5620	SPED Student transportation		379.50
12161768	06/11/2015	McClellan Hosp SVCS, LLC	25-5200	Hotel Reservations		216.70
12161769	06/11/2015	Monterey Bay Systems, dba	01-4300	Staples for Konica Minolta Copy Machines		144.16
12161770	06/11/2015	NASCO	01-4300	Science Supplies		495.44
12161771	06/11/2015	NorCal Recognition Products	01-4300	Diplomas & diploma covers for Class of 2015		2,649.21
12161772	06/11/2015	Nuevo Milenio	01-4300	Flower Arrangements for Graduation Ceremony		195.51
12161773	06/11/2015	O'Reilly Automotive Stores, Inc	01-4300	Parts		136.53
12161774	06/11/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	Open PO for Office Supplies supplies	74.36 46.05	120.41
12161775	06/11/2015	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	710.51	
			01-5520	PGE	14,410.58	15,121.09
12161776	06/11/2015	SAFEWAY INC	01-4300	Career Day Supplies	29.75	

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Checks Dated 06/01/2015 through 06/30/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12161776	06/11/2015	SAFEWAY INC	01-4300	Meeting supplies	33.16	62.91
12161777	06/11/2015	Sysco San Francisco	13-4300	Food Service	488.57	
			13-4700	Food Service	12,516.00	13,004.57
12161778	06/11/2015	Anthony Andrade	01-8699	AL Scheid Writing contest		150.00
12163255	06/18/2015	Monica Serrato	01-5200	Mileage for Payroll meeting at MCOE	51.46	
				Mileage For Workshop Leaves	51.46	102.92
12163256	06/18/2015	Norma Barron	01-5200	Mileage reimbursement for Making Best of Ipad workshop		116.21
12163257	06/18/2015	Marisol Cisneros	01-5200	Mileage reimbursement for Making Best of Ipad workshop		116.21
12163258	06/18/2015	Daniel Shigeyoshi Kaneko	01-4300	Reimbursement for Music materials		147.36
12163259	06/18/2015	John Radcliff	01-5200	Registration for AP by the sea conference		850.00
12163260	06/18/2015	Lidia T. Rodriguez	01-5200	Mileage reimbursement for Report card printing		22.77
12163261	06/18/2015	Daniel R. Moirao	01-4200	Superintendent Reimbursement	490.17	
			01-4300	Superintendent Reimbursement	11.19	
			01-5200	Superintendent Reimbursement	393.61	
			01-5300	Superintendent Reimbursement	285.00	1,179.97
13 53262	06/18/2015	Diane L. Miller	25-5200	Milieage reimbursement for CASH Academy		340.40
12163263	06/18/2015	ACCREDITING COMMISSION	01-5800	WASC services		278.43
12163264	06/18/2015	AMERICAN SUPPLY COMPANY	01-4300	Cleaning suplies	2,085.70	
				Custodial SUpplies	757.58	2,843.28
12163265	06/18/2015	AUS-WEST Lockbox	01-4300	Uniforms	318.24	
			13-5800	Services	87.05	405.29
12163266	06/18/2015	B&B STEEL	01-4300	Open PO for Misc Metal		2,088.55
12163267	06/18/2015	BENSON PLUMBING INC	01-5620	Plumbing Repairs		2,320.69
12163268	06/18/2015	CA Assoc School Bus Off.	01-5200	CASBO Symposium		525.00
12163269	06/18/2015	CA Water Service Company	01-5530	Water Fees		166.23
12163270	06/18/2015	CARMEL MARINA CORPORATION	01-5550	KCHS Water & Garbage		2,143.37
12163271	06/18/2015	CDW-G	01-4300	Site Lincese for Typing. ROP Budget	214.14	
				Toner Supplies	869.29	
			01-4400	Ed. Supp/Mat for Comp. Classes	605.45	
				Networking Upgrades	40,684.90	
12163272	06/18/2015	CITY OF KING	01-5850	Site Lincese for Typing. ROP Budget	633.40	43,007.18
12163273	06/18/2015	Foster Farms Dairy	01-5630	King City Swim team 2015		3,398.50
12163274	06/18/2015	GREENFIELD TRUE VALUE	13-4700	Dairy / Cafeteria		541.14
			01-4300	Supplies		63.35

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Checks Dated 06/01/2015 through 06/30/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12163275	06/18/2015	Honor's Program, The	01-4300	Biliterate lasos		108.00
12163276	06/18/2015	Jar Systems LLC	01-4400	Ipad Charging Cart	2,996.10	
12163277	06/18/2015	Kelly Moore Paint Company	01-4300	Materials and Supplies	204.10-	2,792.00
12163278	06/18/2015	KING CITY GLASS	01-5620	Repairs		995.55
12163279	06/18/2015	KING CITY INDUSTRIAL SUPPLY	01-4300	Parts	55.79	137.05
12163280	06/18/2015	KING CITY TRUE VALUE HARDWARE	01-4300	supplies	201.23	257.02
12163281	06/18/2015	Koh Design Inc.	01-4300	Supplies		44.27
12163282	06/18/2015	LOZANO SMITH	01-5800	Legal services	154.05-	1,986.00
12163283	06/18/2015	McClellan Hosp SVCS, LLC	01-5810	Legal services	1,651.50	
12163284	06/18/2015	Monterey Bay Systems, dba	25-5200	Hotel Reservations	1,796.00	3,447.50
12163285	06/18/2015	Monterey County Health Dept	01-5610	Copier Maint (usage)		108.35
			01-5800	Bus permit -School bus	945.00	851.86
			13-5800	CAFETERIA-FIRST RESPONDER	765.00	
63286	06/18/2015	O'Reilly Automotive Stores, Inc	01-4300	FIRST RESPONDER-CAFFETERIA	765.00	2,475.00
63287	06/18/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	Parts		6.48
				office supplies	91.86	
				Open PO for Classroom Supplies	1,395.85	
				Open PO for Office Supplies	343.66	1,831.37
12163288	06/18/2015	PACIFIC GAS AND ELECTRIC CO	01-5520	PGE		17,814.50
12163289	06/18/2015	Parent Institute for Qlty Ed	01-5800	PIQE Contract		19,360.00
12163290	06/18/2015	PASO ROBLES TRUCK CENTER	01-4300	parts	172.33	
12163291	06/18/2015	Pinnacle Educators	01-5800	Supplies	432.36	604.69
12163292	06/18/2015	Progress Adviser	Cancelled	SPED services		9,278.00
		Cancelled on 07/14/2015, Cancel Register # AP07162015		2015-2016 Annual License		2,399.00 *
12163293	06/18/2015	SAFEWAY INC	01-4300	Career Day Supplies	70.84	
				Meeting supplies	26.09	
				Professional Developement materials	541.89	638.82
12163294	06/18/2015	Sandra A. Madrid	01-5800	Aeries Consultant		720.00
12163295	06/18/2015	SCHOOL SERVICES OF CA, INC	01-5200	May revise workshop	155.00	
				May Revision Workshop for the Superintendent	155.00	310.00
12163296	06/18/2015	Sysco San Francisco	13-4300	Food Service	287.59	
			13-4700	Food Service	3,262.10	3,549.69
12163297	06/18/2015	TORO PETROLEUM CORP	01-4310	Fuel and Oil Purchase		4,820.24

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 06/01/2015 through 06/30/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12163298	06/18/2015	UNITED PARCEL SERVICE	01-5930	UPS Services		88.89
12163299	06/18/2015	Uretsky Security	01-5800	Security Contract		11,539.50
12163300	06/18/2015	VAL'S PLUMBING & HEATING INC	01-5620	Gas Line repairs		15,948.77
12163301	06/18/2015	Genesis Magana	01-8699	Scheid Contest Winner		250.00
12164058	06/23/2015	Allison M. Steinmann	01-4300	SPED Supplies		181.44
12164059	06/23/2015	Marilyn K. Shepherd	01-5800	Marilyn Shepherds Health Insurance Reimbursement		668.20
12164060	06/23/2015	Miguel Flores	01-4310	Fuel Reimbursement		74.27
12164061	06/23/2015	A T & T CALNET 2	01-5910	CALNET		35.43
12164062	06/23/2015	ADVANCED PLACEMNT PRGRM/AP,dba	01-4300	AP Exams		25,772.00
12164063	06/23/2015	AUS-WEST Lockbox	13-5800	Services		87.05
12164064	06/23/2015	CA Ass'n for Bilingual ED - CABE	01-5200	Bilingual Professional Development		130.00
12164065	06/23/2015	CA Water Service Company	01-5530	Water Fees		1,135.94
12164066	06/23/2015	Foster Farms Dairy	13-4700	Dairy / Cafeteria		310.14
12164067	06/23/2015	GREENFIELD TRUE VALUE	01-4300	Parts		36.04
12164068	06/23/2015	JIM Enterprises, Inc.	01-5800	Supplemental Educational Services 2014-15		5,808.13
12164069	06/23/2015	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE		315.24
12164070	06/23/2015	Presence Learning	01-5800	Sped Services		26,785.27
12164071	06/23/2015	SAFEWAY INC	01-4300	Meeting supplies	20.45	
				Staff training	85.78	106.23
12164072	06/23/2015	UNITED PARCEL SERVICE	01-5930	UPS Services		80.05
12164073	06/23/2015	Gilroy High School	01-5300	Track & Field Meet Fees		374.00
12166452	06/30/2015	Kenneth D. Wolgamott	01-4300	Quickbooks subscription, Meeting supplies reimbursement	110.99	
			01-5200	Quickbooks subscription, Meeting supplies reimbursement	20.00	
				SPED Finance Workshop	212.92	
				SSCAL budget May Revise	284.14	
			01-5850	Quickbooks subscription, Meeting supplies reimbursement	137.95	766.00
12166453	06/30/2015	Diane L. Miller	25-5200	CASH academy Mileage reimbursement		261.05
12166454	06/30/2015	A T & T CALNET 2	01-5910	CALNET		5.88
12166455	06/30/2015	AMERICAN SUPPLY COMPANY	01-4300	Custodial supplies and equipment		596.11
12166456	06/30/2015	AT&T	01-5910	Phone line GHS Maintenance		37.44
12166457	06/30/2015	AUS-WEST Lockbox	01-4300	Uniforms	45.16	
			01-5800	Open PO for shop supplies	27.79	
			13-5800	Services	41.30	114.25

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
Page 5 of 7

Checks Dated 06/01/2015 through 06/30/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12166458	06/30/2015	California's Valued Trust	01-9514	Health Benefits		71,288.41
12166459	06/30/2015	Fastenal Company	01-4300	supplies		72.47
12166460	06/30/2015	GREENFIELD TRUE VALUE	01-4300	OPEN PO FOR SUPPLIES	139.01	
				Supplies	28.44	167.45
12166461	06/30/2015	KING CITY INDUSTRIAL SUPPLY	01-4300	supplies		35.72
12166462	06/30/2015	KING CITY TRUE VALUE HARDWARE	01-4300	OPEN PO FOR SUPPLIES		54.05
12166463	06/30/2015	Longstreth Sporting Goods, LLC	01-4300	Field Hockey Gear	6,520.51	
				Unpaid Sales Tax	452.41-	6,068.10
12166464	06/30/2015	Mail Finance	01-5630	Postage Machine		158.20
12166465	06/30/2015	MCOE	01-5200	CELDT Scoring Training		150.00
12166466	06/30/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	Open PO for Office Supplies	89.82	
				supplies	4.96	94.78
					77.21	
12166467	06/30/2015	PARTS & SERVICE CENTER-NAPA	01-4300	Parts for bus 1		
				Parts for Bus#11	190.28	
				Shop supplies	36.37	
				Supplies for Shop	10.93	314.79
						660.00
12166468	06/30/2015	PEDIATRIC THERAPY CENTER INC	01-5800	SPED services		3,876.00
12166469	06/30/2015	Professional Tutors of America	01-5800	Supplemental Educational Services 2014-15		5,000.00
12166470	06/30/2015	Project Lead The Way, Inc	01-5200	Project Lead the Way training		182.75
12166471	06/30/2015	PURE WATER	01-5800	Drinking Water		2,811.47
12166472	06/30/2015	Residence Inn	01-5200	PLTW Training lodging		11.98
12166473	06/30/2015	SAFEWAY INC	01-4300	Staff training		1,408.87
12166474	06/30/2015	Scofield Graphics	13-5800	Seamless Summer Food Program		118.05
12166475	06/30/2015	Shred-It San Francisco	01-5800	Shredding Fees		236.29
12166476	06/30/2015	VERIZON WIRELESS SVCS LLC	01-5940	District Communication		500.00
12166477	06/30/2015	Estela Hernandez Martinez	01-8699	GHS ADMN Scholarship		250.00
12166478	06/30/2015	Estela Hernandez Martinez	01-8699	State Admn Scholarship		500.00
12166479	06/30/2015	Jose Miramontes	01-8699	Gerolamo Rava Scholarship		500.00
12166480	06/30/2015	Jose Miramontes	01-8699	Gerolamo Rava Scholarship		500.00
Total Number of Checks					152	437,601.29

	Count	Amount
Cancel	1	2,399.00
Net Issue		435,202.29

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.

Checks Dated 06/01/2015 through 06/30/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
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Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	137	407,862.15
13	Cafeteria Fund	11	21,574.20
25	Capital Facilities Fund	6	6,576.50
Total Number of Checks		151	436,012.85
Less Unpaid Sales Tax Liability			810.56
Net (Check Amount)			<u>435,202.29</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.

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

SUBJECT: Accounts Payable Warrants (July 2015)

MEETING: August 12, 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 Accounts Payable warrants for the month of July 2015.

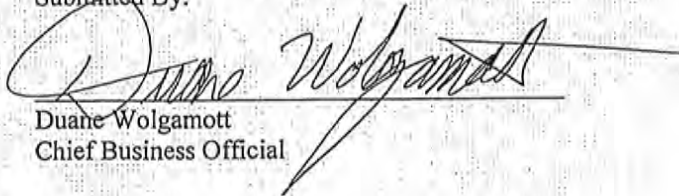
Recommendation:

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 07/01/2015 through 07/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12167871	07/07/2015	Neil R. Toney	01-1100	Lost payroll check		611.21
12167872	07/07/2015	Ashley D. Russ	01-5200	AP conference reimb		941.80
12167873	07/07/2015	Allison M. Steinmann	01-4300	Reimbursement for Sped supplies		622.23
12167874	07/07/2015	Active Network	01-5850	asb software		750.00
12167875	07/07/2015	Aeries Software Inc	01-5850	SIS Renewal		5,855.00
12167876	07/07/2015	APPLE COMPUTER	01-4400	Ipads for Math Courses		2,562.56
12167877	07/07/2015	AUS-WEST Lockbox	01-4300	Uniforms	79.68	
			01-5800	Open PO for shop supplies	27.79	
			13-5800	Services	45.75	153.22
12167878	07/07/2015	AXIOM ADVISORS & CONSULTANTS	01-5800	SARC tranlations		900.00
12167879	07/07/2015	CA Dept/Industrial Relations	01-5800	Wheel Chair lift		125.00
12167880	07/07/2015	CDW-G	01-4300	TECHNOLOGY SUPPLIES	1,090.31	
			01-4400	Networking Upgrades	1,855.34	2,945.65
12167881	07/07/2015	Central CA Electronics, Inc	01-5620	Phone/Fire system repairs		183.43
12167882	07/07/2015	Christy White Associates	01-5800	Audit services		7,357.50
12167883	07/07/2015	Culligan Water Conditioning	13-5800	Water Conditioning		82.74
12167884	07/07/2015	Cyberguys / E-Filliate Inc	01-4300	Supplies		271.43
12167885	07/07/2015	Fastenal Company	01-4300	supplies		674.53
12167886	07/07/2015	Foster Farms Dairy	Cancelled	Dairy / Cafeteria		881.27 *
		Cancelled on 07/27/2015, Cancel Register # AP07302015				
12167887	07/07/2015	Graduation Source	01-4300	Graduation Materials	908.76	
				Unpaid Sales Tax	61.84	846.92
12167888	07/07/2015	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	Livestock and Farm supplies	1,405.47	
				Misc Supplies for AG	1,110.24	
				Open PO	319.39	2,835.10
12167889	07/07/2015	JB Jordan & Associates	01-5620	GHS Carpet--Pleasanton Piggyback		59,724.51
12167890	07/07/2015	KING CITY TRUE VALUE HARDWARE	01-4300	OPEN PO FOR SUPPLIES	54.05	
				Supplies	68.49	122.54
12167891	07/07/2015	LOZANO SMITH	01-5810	Legal services		1,313.50
12167892	07/07/2015	MATRANGA WHOLESALE FLORISTS	01-4300	Flowers and Supplies		2,197.70
12167893	07/07/2015	MCOE	01-5200	Campus Security Workshop	80.00	
			01-5800	hardware services	58.00	
				SPED Tech support	1,461.90	
				SPED transportation	315,005.06	316,604.96
12167894	07/07/2015	Monterey Peninsula USD	01-5800	ISA's for SPED students		28,187.67
12167895	07/07/2015	Musician's Friend, Inc.	01-4300	Music Supplies		21.58
12167896	07/07/2015	NorCal Recognition Products	01-4300	Graduation Materials		2,905.80

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Checks Dated 07/01/2015 through 07/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12167897	07/07/2015	Odysseyware, Inc	01-5800	Training on Odyssey		1,000.00
12167898	07/07/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	Blanket Open PO for Classroom Supplies	367.52	
				Offcie Supplies	176.89	
			01-4400	Office Items	124.33	668.74
12167899	07/07/2015	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	32.28	
			01-5520	PGE	657.61	689.89
12167900	07/07/2015	PARTS & SERVICE CENTER-NAPA	01-5620	repairs		200.83
12167901	07/07/2015	Phantom Tech/iBoss WebFilters	01-4400	Internet Filter		3,289.00
12167902	07/07/2015	PRAXAIR DISTRIBUTION INC	01-4300	Open PO for Gases		181.71
12167903	07/07/2015	Presence Learning	01-5800	Sped Services		8,232.22
12167904	07/07/2015	Progressive Adviser	01-5800	Annual License renewal		1,900.00
12167905	07/07/2015	San Diego SU Research Fndtn	01-5200	Parent Liaison training		598.00
12167906	07/07/2015	SHI International Corp	01-5300	License Renewal		4,966.50
12167907	07/07/2015	Social Vocational Services	01-5800	Contract for services through SVS		1,608.20
12167908	07/07/2015	Soledad Unified School Dist	01-5800	Sped Services		18,364.00
12167909	07/07/2015	Sysco San Francisco	13-4700	Cafeteria supplies		758.98
12167910	07/07/2015	Taqueria Las Fuentes	01-4300	professional dev meeting		731.17
12167911	07/07/2015	The Davenport Hotel	01-5200	Inland Northwest AP lodging		451.52
12167912	07/07/2015	TORO PETROLEUM CORP	01-4300	Open PO	73.78	
			01-4310	Fuel and Oil Purchase	10,208.68	10,282.46
12167913	07/07/2015	UNITED PARCEL SERVICE	01-5930	UPS Services		78.58
12167914	07/07/2015	Uretsky Security	01-5800	Security Contract		3,024.00
12167915	07/07/2015	Los Angeles Airport Marriott	01-5200	Focus on Freshmen Lodging		416.85
12167916	07/07/2015	The Stage Hands	01-8650	Over billed reimb		500.00
12167917	07/07/2015	The Stage hands	01-8650	Over billed		340.00
12168978	07/14/2015	Monica Serrato	01-5200	MCOE Payroll meeting 6/29 Mileage reimb		51.46
12168979	07/14/2015	Tige A. Munoz	01-5200	AP By the Sea Reimb		1,227.58
12168980	07/14/2015	Andrews Blueprint, Inc.	01-5800	Blueprint Digitization		119.06
12168981	07/14/2015	AUS-WEST Lockbox	01-4300	Uniforms	23.70	
			13-5800	Kitchen supplies	45.75	
				Services	87.05	156.50
12168982	07/14/2015	Barco Products Company	01-4400	Benches		1,131.86
12168983	07/14/2015	BENSON PLUMBING INC	01-5620	Plumbing Repairs		70.19
12168984	07/14/2015	CA Assoc of Sprvsors Child Att	01-5200	Campus Security Training		1,400.00
12168985	07/14/2015	CA Water Service Company	01-5530	Water Fees		29.85
12168986	07/14/2015	CENTRAL COAST SYSTMS INC	01-5620	Alarm System Repairs		230.00
12168987	07/14/2015	CITY OF GREENFIELD	01-5530	Water, Garbage, Sewer	187.76	

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ESCAPE ONLINE

Checks Dated 07/01/2015 through 07/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12168987	07/14/2015	CITY OF GREENFIELD	01-5540	Water, Garbage, Sewer	979.60	
			01-5550	Water, Garbage, Sewer	2,663.50	3,830.86
12168988	07/14/2015	DecoTech Systems, Inc	01-4300	WIRELESS EQUIPMENT		5,117.00
12168989	07/14/2015	Foster Farms Dairy	13-4700	Dairy / Cafeteria		170.17
12168990	07/14/2015	Illuminate Data & Assessment	01-5850	Software		11,181.00
12168991	07/14/2015	JB Jordan & Associates	01-5620	Change Order - piggyback carpeting	2,522.85	
				GHS Carpet-Pleasanton Piggyback	22,330.01	24,852.86
12168992	07/14/2015	JK Architects, Inc.	01-5800	Portola Conceptual Design		1,308.31
12168993	07/14/2015	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies	31.20	
				OPEN PO FOR SUPPLIES	23.77	
				Supplies	15.51	70.48
12168994	07/14/2015	Mail Finance	01-5630	Postage Machine		788.47
12168995	07/14/2015	Monterey Bay Systems, dba	01-4300	Staples for Konica Minolta Copy Machines		243.85
12168996	07/14/2015	O'Reilly Automotive Stores, Inc	01-4300	Parts	302.17	
				Parts for Buses and other vehicles	93.29	395.46
12168997	07/14/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	DO office supplies	625.18	
				Open PO for Office Supplies	116.44	
				OPEN PO FOR SUPPLIES	145.52	
			01-5800	Recruiting supplies	69.18	723.44
12168998	07/14/2015	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	432.70	
			01-5520	PGE	12,725.96	13,158.66
12168999	07/14/2015	PURE WATER	01-5800	Drinking Water		106.25
12169000	07/14/2015	S Tech Consulting LLC	25-5800	Hazmat Abatement Monitoring		3,325.00
12169001	07/14/2015	Shred-It San Francisco	01-5800	Shredding Fees		119.17
12169002	07/14/2015	Sysco San Francisco	13-4300	Food Service	83.86	
			13-4700	Food Service	2,198.66	2,282.52
12169003	07/14/2015	TORO PETROLEUM CORP	01-4310	Diesel, Unleaded, & Vehicle Oils		2,986.09
12169004	07/14/2015	Clarissa Serrano	01-8699	Dr Mireles Athlete award		500.00
12169005	07/14/2015	Lesley Camacho	01-8699	Al Scheid contest winner		500.00
12169780	07/16/2015	Daniel R. Moirao	01-4300	ASCD Conference reimbursement	42.39	
				Courageous Creativity Conference	35.00	
				Meeting with Tom Torlakson	28.16	
				Reimbursement		
			01-5200	Meeting with Tom Torlakson	291.78	
				Reimbursement		
				Presenter summit Riembursement	248.00	
				Courageous Creativity Conference	623.36	
				ASCD Conference reimbursement	1,390.40	2,659.09

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Checks Dated 07/01/2015 through 07/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12169781	07/16/2015	US BANCORP EQUIPMENT FINANCE	01-5630	Copier leases		3,349.66
12169782	07/16/2015	Brian Arredondo	01-8699	National recognition scholarship		500.00
12170428	07/21/2015	John Radcliff	01-5200	AP conference reimbursement		172.62
12170429	07/21/2015	AMERICAN SUPPLY COMPANY	01-4300	Cleaning Supplies		3,126.01
12170430	07/21/2015	AUS-WEST Lockbox	01-4300	Staff Uniforms	28.66	
			01-5800	Shop Towels and Mechanic's Coveralls	27.79	
			13-5800	Services	87.05	143.50
12170431	07/21/2015	BENSON PLUMBING INC	01-5620	Plumbing Repairs		196.04
12170432	07/21/2015	Blackboard Inc.	01-5850	AlertNow		5,140.00
12170433	07/21/2015	CA Department of Justice	01-5860	Fingerprinting		192.00
12170434	07/21/2015	CA State Board of Equalization	01-5800	Fuel Tax		20.23
12170435	07/21/2015	CA Water Service Company	01-5530	Water Fees		1,258.98
12170436	07/21/2015	Cal Ag	01-4300	GHS Perkins		11,189.97
12170437	07/21/2015	CARMEL MARINA CORPORATION	01-5550	KCHS Water & Garbage		2,652.42
12170438	07/21/2015	DATAFLOW BUSINESS SYSTEMS	01-4300	Copier Maintenance & Fees	125.00	
			01-5610	Copier Maintenance & Fees	18,056.93	18,181.93
12170439	07/21/2015	DELL MARKETING LP	01-4400	Computer Replacements		20,197.34
12170440	07/21/2015	Edlio, Inc	01-5850	Websites		5,400.00
12170441	07/21/2015	EDUCATIONAL DATA SYSTEMS, INC	01-5800	Physical fitness test		536.57
12170442	07/21/2015	Follett School Solutions, Inc	01-4100	Returned books shipping		163.83
12170443	07/21/2015	Foster Farms Dairy	13-4700	Cafeteria supplies	344.70	
				Dairy / Cafeteria	56.95	401.65
12170444	07/21/2015	GONZALES IRRIGATION SYSTEMS	01-4300	Irrigation Parts		160.55
12170445	07/21/2015	GREENFIELD TRUE VALUE	01-4300	Maintenance Supplies		79.62
12170446	07/21/2015	MATRANGA WHOLESALE FLORISTS	01-4300	ROP supplies	524.10	
				ROP supplies	454.50	978.60
12170447	07/21/2015	MCOE	01-5200	Workshop CCSS @ MCOE		60.00
12170448	07/21/2015	Odysseyware, Inc	01-5850	online renewal		2,800.00
12170449	07/21/2015	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	400.18	
			01-5520	PGE	15,994.80	16,394.98
12170450	07/21/2015	PASO ROBLES TRUCK CENTER	01-4300	Parts for Buses		303.65
12170451	07/21/2015	TRI-COUNTY FIRE PRTCTN, INC	01-5800	Fire Extinguisher Servicing	891.25	
				Fire Extinguishers	209.89	
			13-5800	Kitchen Hood System Maintenance	125.00	1,226.14
12170452	07/21/2015	UNITED PARCEL SERVICE	01-5930	UPS Services		80.05
12170453	07/21/2015	USA Buttons, Inc.	01-4300	PLTW Materials	537.45	
			01-4400	PLTW Materials	555.56	

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Checks Dated 07/01/2015 through 07/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12170454	07/21/2015	Holiday Inn Visalia	01-5200	Hotel for CSCWA conference	Unpaid Sales Tax 69.01-	1,024.00
12170455	07/21/2015	Holiday Inn Visalia	01-5200	Hotel for CASCWA conference		293.85
12170456	07/21/2015	Holiday Inn Visalia	01-5200	Hotel for CASCWA conference		293.85
12172094	07/30/2015	Andrew M. Persin	01-5200	Advanced Placement training expenses	354.34	293.85
				CCAPSI training expenses	1,072.67	1,427.01
12172095	07/30/2015	Nathanael Thomas B. Zell	01-5200	AP By the Sea Training Expenses		1,993.08
12172096	07/30/2015	A & G PUMPING, INC	01-5630	Portable Restroom Rental		478.90
12172097	07/30/2015	A T & T CALNET 2	01-5910	CALNET		46.17
12172098	07/30/2015	ACSA'S Foundation For Ed Admin	01-5200	School Business Academy		1,915.00
12172099	07/30/2015	APPLE COMPUTER	01-4400	Ipads for Math Courses		18,709.13
12172100	07/30/2015	Associated Services Inc	01-5620	HVAC Reparis		285.00
12172101	07/30/2015	AT&T	01-5910	Phone line GHS Maintenance		37.34
12172102	07/30/2015	AUS-WEST Lockbox	01-4300	Staff Uniforms	52.36	
			01-5800	Open PO for shop supplies	55.58	107.94
12172103	07/30/2015	California's Valued Trust	01-9513	Health Benefits		75,560.91
12172104	07/30/2015	CDW-G	01-4300	OPEN PO FOR TECHNOLOGY SUPPLIES	4,781.48	
			01-4400	Video Equipment	972.66	
12172105	07/30/2015	Creative Notebook Solutions	01-4300	Document Cameras	1,438.24	7,192.38
				PLTW	509.48	
12172106	07/30/2015	Culligan Water Conditioning	13-5800	Water Conditioning	Unpaid Sales Tax 39.23-	470.25
12172107	07/30/2015	DELL MARKETING LP	01-4400	Backup Solution	13,813.55	85.23
				Computer Replacements	143,091.19	156,904.74
12172108	07/30/2015	Digital Dreams Come True Inc	01-5800	Cameras		7,934.69
12172109	07/30/2015	EWING IRRIGATION PRODUCTS	01-4300	Irrigation Parts and Supplies	729.71	
				Irrigation Supplies	729.71	1,459.42
12172110	07/30/2015	Facility Inspection Services	01-5800	School Sites inspections		1,400.00
12172111	07/30/2015	Fastenal Company	01-4300	Maintenance Supplies		3.96
12172112	07/30/2015	GREENFIELD TRUE VALUE	01-4300	Maintenance Supplies	4.30	
				Supplies for GHS maintenance	67.91	72.21
12172113	07/30/2015	Heartland Payment System, Inc. Attn: Nutrikids	13-5800	15-16 Nutrikids		1,178.00
12172114	07/30/2015	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	Maintenance Supplies		96.73
12172115	07/30/2015	Kelly Moore Paint Company	01-4300	Paint and Sundries		1,085.77
12172116	07/30/2015	KING CITY CHAMBER OF COMMERCE	01-5300	Membership dues		50.00
12172117	07/30/2015	KING CITY GLASS	01-5620	Repairs		338.63

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ESCAPE ONLINE

Checks Dated 07/01/2015 through 07/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12172118	07/30/2015	Mail Finance	01-5630	Postage Machine		158.20
12172119	07/30/2015	MASSEY HEATING & AIR INC	01-5620	HVAC Repairs		2,263.40
12172120	07/30/2015	McShane's Nursery Supply	01-4300	Landscape Materials		1,018.45
12172121	07/30/2015	NASCO	01-4400	FFA Equipment		731.09
12172122	07/30/2015	NEOPOST USA (postage only)	01-5930	Postage		5,000.00
12172123	07/30/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	AIG remaining funds	1,010.44	
				DO office supplies	247.32	
				Office Supplies	604.68	
				Office supplies	444.80	
				Open PO for Office Depot	1,035.53	
				OPEN PO FOR SUPPLIES	235.90	
				PLTW Materials	259.07	
				Tech Supplies	1,020.92	
			01-4400	Flat File Cabinets	4,639.14	
				File Cabnets	1,556.91	11,054.71
12172124	07/30/2015	Paxton Patterson LLC	01-4400	PLTW Materials		386.71
12172125	07/30/2015	PENINSULA SPORTS, INC/PSI	01-5800	Sports assigning fees, See attached instructions		4,275.00
12172126	07/30/2015	Pinnacle Educators	01-5800	SPED Services		4,350.00
12172127	07/30/2015	Presence Learning	01-5800	SPED services		1,932.10
12172128	07/30/2015	PTM Document Systems, Inc	01-5300	Report Card Printer Support		350.00
12172129	07/30/2015	Riddell All American	01-4300	Athletic Gear for Football	3,129.93	
				Open PO for Riddell to fill in football jerseys	2,921.00	6,050.93
12172130	07/30/2015	SAFEWAY INC	01-4300	Meeting supplies	352.89	
				Safeway Open PO for PIQE	110.09	
				Teacher and Admin Training Supplies	78.05	541.03
12172131	07/30/2015	Sid Tool Co	01-4300	PLTW Materials		66.85
12172132	07/30/2015	SMCJUHS D REV FUND #0424-240257	01-4300	ADCO mtg Supplies Chek 1608	202.24	
				M. Shephard Riembursement Check# 1609	990.19	
			01-5200	ROP Dinner Expenses Check# 1606	260.00	
				LODGING -HR Workshop Check# 1603	302.22	
			01-5800	AP Spanish Test Reimb Check# 1602	15.00	
				Bank Fees	33.14	
				Check # 1607 Scholarship	100.00	
				Check 1604 Scholarship	250.00	
				Check# 1605 Scholarship	250.00	
				Check# Board of Regents- Job Announcements	50.00	2,452.79

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Checks Dated 07/01/2015 through 07/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12172133	07/30/2015	Social Vocational Services	01-5800	Contract for services through SVS		1,769.02
12172134	07/30/2015	Soledad Unified School Dist	01-5800	SPED services for June 2015		9,182.00
12172135	07/30/2015	TORO PETROLEUM CORP	01-4310	FUEL for drivers ed and ag		125.44
12172136	07/30/2015	Trainers Warehouse	01-4300	Supplies and Materials	163.44	
				Unpaid Sales Tax	11.24-	152.20
12172137	07/30/2015	UMSTEAD ELECTRIC (DBA)	01-5620	Electrical Repairs		893.40
12172138	07/30/2015	Alexis Lopez	01-5800	AP exam reimbursement		150.00
12172139	07/30/2015	Maria Reina Garcia	01-8699	Ines Del ponte scholarship		500.00
12172140	07/30/2015	Maria Reina Garcia	01-8699	Ines Del ponte Scholarship		500.00
Total Number of Checks					154	1,006,243.38

	Count	Amount
Cancel	1	881.27
Net Issue		1,005,362.11

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	145	996,868.54
13	Cafeteria Fund	11	5,349.89
25	Capital Facilities Fund	1	3,325.00
Total Number of Checks		153	1,005,543.43
Less Unpaid Sales Tax Liability			181.32
Net (Check Amount)			1,005,362.11

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

SUBJECT: Approval of Purchase Orders – June 2015

MEETING: August 12, 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 June 2015.

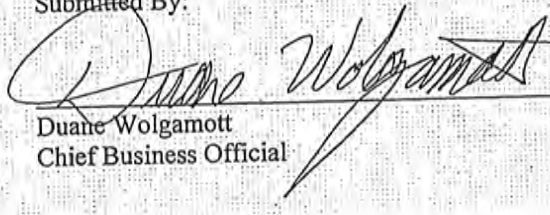
Recommendation:

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


Fiscal Impact:

Per the 2014-15 fiscal budget.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

Includes Purchase Orders dated 06/01/2015 - 06/30/2015

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
B15-00255	Foster Farms Dairy	Dairy / Cafeteria	011	13	Child Nutrition	1,427.18
B15-00256	OFFICE DEPOT BUSINE	Office supplies	029	01	UNRESTRICTED R	405.39
B15-00257	OFFICE DEPOT BUSINE	AIG remaining funds	021	01	Agricultural Vo	1,010.44
B15-00258	HOME DEPOT/GEFC	Livestock and Farm supplies	021	01	Agricultural Vo	1,405.47
B15-00259	PASO ROBLES TRUCK C	parts	800	01	UNRESTRICTED R	500.00
B15-00260	SAFEWAY INC	Staff training	009	01	UNRESTRICTED R	150.00
B15-00261	Project Lead The Wa	Project Lead the Way training	029	01	Supplemental	5,000.00
B15-00262	CA Water Service Co	Water Fees	011	01	UNRESTRICTED R	1,332.02
B15-00263	CA Department of Ju	Fingerprinting	011	01	UNRESTRICTED R	192.00
B15-00264	Sysco San Francisco	Food Service	029	13	Child Nutrition	16,554.26
B15-00265	CARMEL MARINA CORPO	KCHS Water & Garbage	011	01	UNRESTRICTED R	4,200.00
B15-00266	AMERICAN SUPPLY COM	Custodial supplies and equipment	029	01	UNRESTRICTED R	596.11
B15-00267	Foster Farms Dairy	Dairy / Cafeteria	011	13	Child Nutrition	1,191.41
B15-00268	Residence Inn	PLTW Training lodging	029	01	Supplemental	2,811.47
B16-00001	MCOE	MVP Training	029	01	IASA-Title I Ba	4,225.00
B16-00002	Project Lead The Wa	Project Lead the Way training	029	01	Supplemental	5,000.00
B16-00003	PENINSULA SPORTS, I	Gme Fees. Please specify GHS on check.	023	01	UNRESTRICTED R	19,625.09
B16-00004	CDW-G	OPEN PO FOR TECHNOLOGY SUPPLIES	029	01	UNRESTRICTED R	5,500.00
B16-00005	CDW-G	OPEN PO FOR TECHNOLOGY CLASSROOM EQUIPMENT	029	01	UNRESTRICTED R	5,500.00
B16-00006	CDW-G	OPEN PO FOR TECHNOLOGY EQUIPMENT	029	01	UNRESTRICTED R	5,500.00
B16-00007	GRAINGER INC,W W	OPEN PO FOR SUPPLIES	029	01	UNRESTRICTED R	1,500.00
B16-00008	OFFICE DEPOT BUSINE	OPEN PO FOR SUPPLIES	029	01	UNRESTRICTED R	2,000.00
B16-00009	MCMaster CARR SUPPL	OPEN PO FOR SUPPLIES	029	01	UNRESTRICTED R	750.00
B16-00010	KING CITY TRUE VALU	OPEN PO FOR SUPPLIES	029	01	UNRESTRICTED R	500.00
B16-00011	GREENFIELD TRUE VAL	OPEN PO FOR SUPPLIES	029	01	UNRESTRICTED R	200.00
B16-00013	OFFICE DEPOT BUSINE	PLTW Materials	029	01	Supplemental	1,000.00
B16-00014	OFFICE DEPOT BUSINE	PLTW Materials	029	01	Supplemental	1,000.00
B16-00015	LOZANO SMITH	Lozano Smith Contract	011	01	UNRESTRICTED R	12,500.00
B16-00016	CSM CONSULTING INC	ASB software	029	01	UNRESTRICTED R	3,400.00
B16-00017	APEX Learning	Curriculum Materials	029	01	Supplemental	16,529.70
B16-00018	Candace A. McCarthy	Consultant McCarthy	011	01	UNRESTRICTED R	17,000.00
B16-00019	OFFICE DEPOT BUSINE	DO office supplies	029	01	UNRESTRICTED R	1,500.00
PO15-00465	Professional Tutors	Supplemental Educational Services 2014-15	029	01	IASA-Title I Ba	3,876.00
PO15-00624	Jar Systems LLC	Ipad Charging Cart	029	01	Common Core	2,996.10
PO15-00625	CDW-G	Document Cameras	029	01	Common Core	1,438.24
PO15-00626	APPLE COMPUTER	Ipads for Math Courses	029	01	Common Core	21,271.69
PO15-00627	CDW-G	Networking Upgrades	029	01	UNRESTRICTED R	46,393.24
PO15-00628	Longstreth Sporting	Field Hockey Gear	009	01	UNRESTRICTED R	6,520.51

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

Includes Purchase Orders dated 06/01/2015 - 06/30/2015

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO15-00629	SAFEWAY INC	Professional Developement materials	023	01	IASA-Title I Ba	848.25
PO15-00630	Scofield Graphics	Seamless Summer Food Program	029	13	Child Nutrition	1,408.87
PO15-00631	Odysseyware, Inc	Training on Odyssey	029	01	IASA-Title I Ba	1,000.00
PO15-00632	JB Jordan & Associa	Change Order - piggyback carpeting	023	01	Ongoing & Major	2,522.85
PO15-00633	Cal Ag	GHS Perkins	023	01	Vocational Prog	11,189.97
PO16-00009	DELL MARKETING LP	Computer Replacements	029	01	UNRESTRICTED R	163,288.53
PO16-00011	Riddell All America	Field Hockey Goals	023	01	UNRESTRICTED R	2,323.16
PO16-00012	HOLT RINEHART WINST	Biology Textbooks	021	01	Lottery: Instr	4,131.42
PO16-00013	MCGRAW-HILL	Chemistry Textbooks	021	01	Lottery: Instr	3,606.83
PO16-00014	Cengage Learning	AP Chemistry Textbook	021	01	Lottery: Instr	6,325.59
PO16-00015	PRENTICE HALL INC	Spanish Textbooks	021	01	Lottery: Instr	4,152.57
PO16-00016	Vista Higher Learni	Spanish books	021	01	Lottery: Instr	6,055.56
PO16-00017	The College Board	AP Seminar	021	01	State Lottery	2,390.00
PO16-00018	Shop Outfitters	Ag class materials	029	01	Other Local	1,874.15
PO16-00019	Follett School Solu	Physics Textbooks. Quote #1808003A, Exp 7/27/15	023	01	Lottery: Instr	5,072.39
PO16-00020	PRENTICE HALL INC	Pre-Cal Textbooks	021	01	Lottery: Instr	7,723.25
PO16-00021	Cengage Learning	Textbooks	021	01	Lottery: Instr	9,603.56
PO16-00022	Vista Higher Learni	Spanish Textbooks Quote #15055950. Exp 8/9/15	023	01	Lottery: Instr	42,940.10
PO16-00023	MANDEGO APPAREL	Link Crew Apparel S/Y 2015-2016	023	01	IASA-Title I Ba	1,895.29
PO16-00024	Cengage Learning	EL Textbooks	023	01	Economic Impact	3,632.03
PO16-00025	EL Achieve	Books for All EL Classes	023	01	Economic Impact	1,941.98
PO16-00026	PTM Document System	Report Card Printer Support	029	01	UNRESTRICTED R	350.00
PO16-00027	USA Shade & Fabric	Shade Structure Fabric	009	01	Ongoing & Major	7,651.46
PO16-00028	Beynon	GHS Track resurfacing	023	01	Ongoing & Major	150,834.38
PO16-00029	USA Buttons, Inc.	PLTW Materials	029	01	Supplemental	1,093.01
PO16-00030	Creative Notebook S	PLTW	029	01	Supplemental	232.14
PO16-00031	Creative Notebook S	PLTW	029	01	Supplemental	277.34
PO16-00032	The Automoblox Comp	PLTW	029	01	Supplemental	623.70
PO16-00033	The Automoblox Comp	PLTW	029	01	Supplemental	793.80
PO16-00034	Paxton Patterson LL	PLTW Materials	029	01	Supplemental	5,093.20
PO16-00035	Paxton Patterson LL	PLTW Materials	029	01	Supplemental	4,568.31
PO16-00036	DBA Woodcrafter.com	PLTW Materials	029	01	Supplemental	29.25
PO16-00037	DBA Woodcrafter.com	PLTW Materials	029	01	Supplemental	21.94
PO16-00038	Sargent Welch	PLTW Materials	029	01	Supplemental	368.55
PO16-00039	Sargent Welch	PLTW Materials	029	01	Supplemental	368.55
PO16-00040	MCMaster CARR SUPPL	PLTW Materials	029	01	Supplemental	69.24
PO16-00041	MCMaster CARR SUPPL	PLTW Materials	029	01	Supplemental	46.17
PO16-00042	Sid Tool Co	PLTW Materials	029	01	Supplemental	59.79
PO16-00043	Sid Tool Co	PLTW Materials	029	01	Supplemental	66.85
PO16-00046	Project Lead The Wa	PLTW	029	01	Supplemental	6,000.00

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

Includes Purchase Orders dated 06/01/2015 - 06/30/2015						
PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO16-00047	Learnmore	STEM computers	029	01	UNRESTRICTED R	91,838.92
PO16-00048	Illuminate Data & A	Software	029	01	UNRESTRICTED R	15,291.00
					Total	<u>792,105.27</u>

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ESCAPE ONLINE
Page 3 of 3

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

SUBJECT: Approval of Purchase Orders – July 2015

MEETING: August 12, 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 July 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

Includes Purchase Orders dated 07/01/2015 - 07/31/2015						
PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
B15-00269	MCOE	SPED Transportation	009	01	Special Educati	230,000.00
B15-00270	BENSON PLUMBING INC	Plumbing Repairs	009	01	Ongoing & Major	5,000.00
B16-00020	Salinas Pump Compan	Well pump service	029	01	Ongoing & Major	500.00
B16-00022	Andrews Blueprint,	Blueprint Digitization	009	01	Ongoing & Major	500.00
B16-00023	SAFEWAY INC	Open PO for Foods and Products	011	01	UNRESTRICTED R	500.00
B16-00024	SAFEWAY INC	Open PO for Foods and Products	011	01	UNRESTRICTED R	500.00
B16-00025	BENSON PLUMBING INC	Plumbing Repairs	009	01	Ongoing & Major	10,000.00
B16-00026	OFFICE DEPOT BUSINE	Parent -student packets	029	01	UNRESTRICTED R	5,200.00
B16-00027	OFFICE DEPOT BUSINE	Student Registration packets	029	01	UNRESTRICTED R	3,500.00
B16-00028	A & G PUMPING, INC	Portable Restroom Rental	009	01	UNRESTRICTED R	5,000.00
B16-00029	AMERICAN SUPPLY COM	Cleaning Supplies	009	01	UNRESTRICTED R	8,000.00
B16-00030	AMERICAN SUPPLY COM	Cleaning Supplies	009	01	UNRESTRICTED R	1,500.00
B16-00031	EWING IRRIGATION PR	Irrigation Supplies	009	01	UNRESTRICTED R	2,000.00
B16-00032	KING CITY INDUSTRIA	Parts and Supplies	009	01	Ongoing & Major	1,000.00
B16-00033	PARTS & SERVICE CEN	Parts and Supplies	009	01	UNRESTRICTED R	2,000.00
B16-00034	Hydro Turf, Inc	Landscaping Parts and Supplies	009	01	UNRESTRICTED R	1,000.00
B16-00035	KING CITY GLASS	Window Repairs	009	01	Ongoing & Major	1,000.00
B16-00036	MASSEY HEATING & AI	HVAC Repairs	009	01	Ongoing & Major	5,000.00
B16-00037	UMSTEAD ELECTRIC (D	Electrical Repairs	009	01	Ongoing & Major	3,000.00
B16-00038	OFFICE DEPOT BUSINE	Office Supplies	009	01	UNRESTRICTED R	500.00
B16-00039	Pacific Coast Batte	Batteries for Fleet	009	01	UNRESTRICTED R	2,000.00
B16-00040	BUS WEST	Parts for Buses	009	01	UNRESTRICTED R	3,000.00
B16-00041	PACIFIC TRUCK PARTS	Parts for Buses	009	01	UNRESTRICTED R	1,000.00
B16-00042	PARTS & SERVICE CEN	Parts for Fleet	009	01	UNRESTRICTED R	4,000.00
B16-00043	PASO ROBLES TRUCK C	Parts for Buses	009	01	UNRESTRICTED R	1,000.00
B16-00044	Nixon Tire & Automo	Tires and Caps	009	01	UNRESTRICTED R	5,000.00
B16-00045	TORO PETROLEUM CORF	Diesel, Unleaded, & Vehicle Oils	009	01	UNRESTRICTED R	80,000.00
B16-00046	RG Fabrication, Inc	Metalwork Repairs	009	01	Ongoing & Major	3,000.00
B16-00047	Fields Roofing	Roof Repairs	009	01	Ongoing & Major	3,000.00
B16-00048	Cleantech Env. Inc.	Haz Mat P/U	009	01	UNRESTRICTED R	2,500.00
B16-00049	Budget Blinds	Window Blinds Repair/Replacement	009	01	Ongoing & Major	5,000.00
B16-00050	CENTRAL DRUG SYSTEM	Yrly Services- Random Drug Testing for Bus Driver	009	01	UNRESTRICTED R	1,500.00
B16-00051	Fastenal Company	Maintenance Supplies	009	01	Ongoing & Major	2,000.00
B16-00052	GRAINGER INC,W W	Maintenance Supplies	009	01	Ongoing & Major	1,000.00
B16-00053	KING CITY TRUE VALU	Maintenance Supplies	009	01	Ongoing & Major	2,000.00
B16-00054	GREENFIELD TRUE VAL	Maintenance Supplies	009	01	Ongoing & Major	2,000.00
B16-00055	Broadway Lube	Opacity and Smog Testing	009	01	UNRESTRICTED R	1,000.00
B16-00056	HOME DEPOT/GECF	Maintenance Supplies	009	01	Ongoing & Major	4,000.00
B16-00057	TRI-COUNTY FIRE PRT	Fire Extinguishers	009	01	UNRESTRICTED R	750.00
B16-00058	KING CITY INDUSTRIA	Parts for Fleet	009	01	UNRESTRICTED R	1,000.00
B16-00059	WILCO SUPPLY	Keys and Door Hardware	009	01	Ongoing & Major	1,000.00

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 SIGNATURE

Description

Includes Purchase Orders dated 07/01/2015 - 07/31/2015

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
B16-00060	Krehbiel Automotive	Smog Check	009	01	UNRESTRICTED R	1,000.00
B16-00061	LA Hearne Company	Turf Maintenance Supplies	009	01	UNRESTRICTED R	2,000.00
B16-00062	MCKINLEY EQUIPMENT	Wheelchair Lift Quarterly Servicing	009	01	Ongoing & Major	2,000.00
B16-00063	ARAMARK UNIFORM SER	Staff Uniforms	009	01	UNRESTRICTED R	4,000.00
B16-00064	CDW-G	OPEN PO FOR TECHNOLOGY SUPPLIES	029	01	UNRESTRICTED R	1,650.00
B16-00065	Culligan Water Cond	Water Conditioning	011	13	Child Nutrition	1,000.00
B16-00066	ARAMARK UNIFORM SER	Services	011	13	Child Nutrition	4,000.00
B16-00067	Foster Farms Dairy	Dairy / Cafeteria	011	13	Child Nutrition	22,000.00
B16-00068	Sysco San Francisco	Food Service	029	13	Child Nutrition	55,000.00
B16-00069	UNITED PARCEL SERVI	UPS Services	011	01	UNRESTRICTED R	2,000.00
B16-00070	GONZALES IRRIGATION	Irrigation Parts	009	01	UNRESTRICTED R	1,000.00
B16-00071	CA Water Service Co	Water Fees	011	01	UNRESTRICTED R	12,750.00
B16-00072	CARMEL MARINA CORPO	KCHS Water & Garbage	011	01	UNRESTRICTED R	26,000.00
B16-00073	CA Department of Ju	Fingerprinting	011	01	UNRESTRICTED R	1,000.00
B16-00074	Mail Finance	Postage Machine	011	01	UNRESTRICTED R	6,000.00
B16-00075	CITY OF GREENFIELD	School Security	029	01	Supplemental	60,000.00
B16-00076	Scofield Graphics	Signs	009	01	Ongoing & Major	3,000.00
B16-00077	Clark, Wm J Truckin	Landscape Materials	009	01	UNRESTRICTED R	3,500.00
B16-00078	First Alarm Securit	Quarterly Monitoring & Servicing	009	01	UNRESTRICTED R	4,000.00
B16-00079	TRI-COUNTY FIRE PRT	Kitchen Hood System Maintenance	009	13	Child Nutrition	1,500.00
B16-00080	TRI-COUNTY FIRE PRT	Fire Extinguisher Servicing	009	01	UNRESTRICTED R	1,800.00
B16-00081	SV Solid Waste Auth	Universal Waste Recycling	009	01	UNRESTRICTED R	500.00
B16-00082	O'Reilly Automotive	Parts for Buses and other vehicles	009	01	UNRESTRICTED R	1,000.00
B16-00083	Antonio Hermsillo	Vehicle Window Repairs	009	01	UNRESTRICTED R	1,000.00
B16-00084	Commercial Truck CO	Vehicle and equipment Repairs/Parts	009	01	UNRESTRICTED R	1,000.00
B16-00085	ARAMARK UNIFORM SER	Shop Towels and Mechanic's Coveralls	009	01	UNRESTRICTED R	2,000.00
B16-00086	ABBOTT PLUMBING	Backflow Prevention Testing	009	01	Ongoing & Major	600.00
B16-00087	Associated Services	HVAC Repairs	009	01	Ongoing & Major	500.00
B16-00088	CONATSER WELDING IN	Parts and Service for Trans vehicles and equipment	009	01	UNRESTRICTED R	500.00
B16-00089	CITY OF GREENFIELD	Water, Garbage, Sewer	011	01	UNRESTRICTED R	43,000.00
B16-00090	CDW-G	Video Equipment	029	01	UNRESTRICTED R	1,984.98
B16-00091	Beyond Speech Thera	Contracted Speech Therapist	029	01	Special Educati	900.00
B16-00092	EWING IRRIGATION PR	Irrigation Parts and Supplies	009	01	Ongoing & Major	1,000.00
B16-00093	Atkinson Anderson	Legal Services	029	01	UNRESTRICTED R	1,000.00
B16-00094	Two Team Constructi	Repairs	009	01	Ongoing & Major	14,000.00
B16-00095	Two Team Constructi	Repairs	009	01	Ongoing & Major	14,000.00
B16-00096	Polar Service Co, I	Food service refrigeration repairs	029	13	Child Nutrition	1,500.00
B16-00097	Gavilan Pest Contro	Herbicide Application	009	01	UNRESTRICTED R	2,750.00
B16-00098	CENTRAL COAST SYSTM	Alarm/Bell System Repairs	009	01	Ongoing & Major	5,000.00

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ESCAPE ONLINE

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Description

Includes Purchase Orders dated 07/01/2015 - 07/31/2015						
PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
B16-00099	Kelly Moore Paint C	Paint and Sundries	009	01	Ongoing & Major	2,000.00
B16-00100	SOUTH COUNTY NEWSP/	Advertising	009	01	Supplemental	2,000.00
B16-00101	OFFICE DEPOT BUSINE	Flat File Cabinets	009	01	Ongoing & Major	4,639.14
B16-00102	SAFEWAY INC	Teacher and Admin Training Supplies	029	01	NCLB Title II,	500.00
B16-00103	PACIFIC GAS AND ELE	PGE	011	01	UNRESTRICTED R	307,300.00
B16-00104	CASEY PRINTING, INC	Business card	029	01	UNRESTRICTED R	100.00
B16-00105	OFFICE DEPOT BUSINE	office supplies	022	01	State Lottery	1,000.00
B16-00106	OFFICE DEPOT BUSINE	in-house training	029	01	Special Educati	130.00
B16-00107	NEOPOST USA (posta	Postage	029	01	UNRESTRICTED R	5,000.00
B16-00108	JK Architects, Inc.	Architect projects	029	01	Ongoing & Major	12,952.00
B16-00109	JK Architects, Inc.	Architect costs GHS Fire Alarm Replacement	009	01	Supplemental	44,422.00
B16-00110	JK Architects, Inc.	GHS Track Architect Fees	009	01	Ongoing & Major	6,842.00
B16-00111	OFFICE DEPOT BUSINE	Open PO for Office Supplies and Materials	023	01	State Lottery	3,300.00
B16-00112	OFFICE DEPOT BUSINE	Open PO for Instructional Supplies and Materials	023	01	State Lottery	5,500.00
B16-00113	JK Architects, Inc.	Auditorium Roof Architectural Services	009	01	Ongoing & Major	6,150.00
B16-00114	JK Architects, Inc.	D.O. Demolition Architectural Services	009	25	UNRESTRICTED R	1,360.00
B16-00115	AT&T	Phone line GHS Maintenance	029	01	UNRESTRICTED R	500.00
B16-00116	A T & T CALNET 2	CALNET	011	01	UNRESTRICTED R	13,000.00
B16-00117	SAFEWAY INC	SPED Meeting Supplies	022	01	Special Educati	100.00
B16-00118	OFFICE DEPOT BUSINE	ENG Benchmarks	029	01	Supplemental	800.00
PO16-00044	Alibris	PLTW Materials	029	01	Supplemental	57.19
PO16-00045	Alibris	PLTW Materials	029	01	Supplemental	54.09
PO16-00049	DELL MARKETING LP	Server	029	01	State Lottery	4,378.46
PO16-00050	CDW-G	Network Upgrades	800	01	UNRESTRICTED R	32,529.88
PO16-00051	DELL MARKETING LP	Backup Solution	029	01	UNRESTRICTED R	13,813.55
PO16-00052	Digital Dreams Come	Cameras	029	01	Supplemental	8,109.38
PO16-00053	Digital Dreams Come	Cameras	029	01	Supplemental	7,934.69
PO16-00054	PENINSULA SPORTS, I	Sports assigning fees, See attached instructions	023	01	UNRESTRICTED R	4,275.00
PO16-00055	Mission Trail Athle	League dues.Mileage. Please specify GHS on check.	023	01	UNRESTRICTED R	7,108.00
PO16-00056	Turning Tech, LLC	Student Response System Clickers	029	01	UNRESTRICTED R	1,364.34
PO16-00057	PTM Document System	Report Cards	011	01	State Lottery	1,287.34
PO16-00058	CIF-State Federatio	State CIF Dues. Please Specify GHS on check.	023	01	UNRESTRICTED R	665.97
PO16-00059	Central Coast Secti	CCS Dues See Attached	023	01	UNRESTRICTED R	2,926.00
PO16-00060	Valley Athletic	Marking paint, Do not ship prior to 7/1/15	023	01	UNRESTRICTED R	2,550.55
PO16-00061	Cannon Sports, Inc	Master Locks for PE Lockers	023	01	State Lottery	1,171.37
PO16-00062	ORGANIZED SPORTSWE/	Uniforms for Physical Ed. Classes	023	01	UNRESTRICTED R	3,532.77

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ESCAPE ONLINE

Includes Purchase Orders dated 07/01/2015 - 07/31/2015

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO16-00063	Rainbow Printing In	Grade Cards for Physical Education.	023	01	State Lottery	480.43
PO16-00064	Magnatag	Magnets for Master schedule board	023	01	State Lottery	530.45
PO16-00065	SyTech Solutions	DOCUMENT SCANNING	029	01	UNRESTRICTED R	50,000.00
PO16-00066	Dannls Wolliver Kell	Contracted Services	029	01	UNRESTRICTED R	5,000.00
PO16-00067	CA Assoc of Sprvsor	Campus Security Training	029	01	Supplemental	1,400.00
PO16-00068	CSBA	CSBA	029	01	UNRESTRICTED R	12,265.00
PO16-00069	Gavilan Pest Contro	Herbicide Application	009	01	UNRESTRICTED R	206.72
PO16-00070	ALLSAFE ALARM INC	Alarm Monitoring	009	01	UNRESTRICTED R	360.00
PO16-00071	ACSA'S Foundation F	School Business Academy	029	01	NCLB Title II,	1,915.00
PO16-00072	UMSTEAD ELECTRIC (D	Electrical Repairs	009	01	Ongoing & Major	3,365.00
PO16-00073	CDW-G	PLTW Materials	029	01	Supplemental	2,541.14
PO16-00074	CDW-G	PLTW Materials	029	01	Supplemental	2,541.14
PO16-00075	Crisis Prevention I	CPI training	029	01	Special Educati	2,518.00
PO16-00076	AXIOM ADVISORS & CO	LEAP translations	029	01	UNRESTRICTED R	1,700.00
PO16-00077	TEACHERS DISCOVERY	Spanish Classes Teaching Materials	023	01	IASA-Title I Ba	280.74
PO16-00078	SAFEWAY INC	Link Crew Water and Chips for Freshmen Orientation	023	01	IASA-Title I Ba	220.00
PO16-00079	LinkCrew Boomerang	Link Crew	029	01	IASA-Title I Ba	8,000.00
PO16-00080	Troxell Communicati	Equipment Repairs	009	01	Ongoing & Major	236.25
PO16-00081	McShane's Nursery S	Landscape Materials	009	01	UNRESTRICTED R	1,018.45
PO16-00082	Virco Inc.	Tables and Chairs	009	25	UNRESTRICTED R	1,928.40
PO16-00083	Trainers Warehouse	Supplies and Materials	029	01	UNRESTRICTED R	163.44
PO16-00084	Shadowman Sports	Tackle Dummies & Sleds	021	01	UNRESTRICTED R	5,103.00
PO16-00085	Sports Endeavors In	Girls Soccer uniforms & Equipment	021	01	UNRESTRICTED R	3,905.55
PO16-00086	Odysseyware, Inc	online renewal	029	01	IASA-Title I Ba	2,800.00
PO16-00087	Randazzo Enterprise	Demolition of Former District Office	009	25	UNRESTRICTED R	58,000.00
PO16-00088	LinkCrew Boomerang	Student Link Crew Conference	023	01	IASA-Title I Ba	475.00
PO16-00089	Microsoft Corporati	Classroom Surface Pro's	023	01	Economic Impact	144,508.46
PO16-00090	Pearson Learning Gr	Textbooks for Human Geography Class	023	01	Lottery: Instr	5,743.05
PO16-00091	EL Achieve	CM Training Materials for District new Teachers	021	01	Economic Impact	2,738.14
PO16-00092	EL Achieve	CM Training Materials for District new Teachers	021	01	Economic Impact	1,887.72
PO16-00093	Allied 100 Group, I	CPR	023	01	State Lottery	126.93
PO16-00094	EDUCATIONAL DATA SY	CELDT Testing Labels 2015-16	029	01	UNRESTRICTED R	550.34
PO16-00095	Associated Services	HVAC Repairs	009	01	Ongoing & Major	1,300.00
PO16-00096	DELL MARKETING LP	Equipment Upgrades	029	01	UNRESTRICTED R	33,452.71
PO16-00097	TRI-COUNTY FIRE PRT	Fire Extinguisher Safety Training	009	01	UNRESTRICTED R	570.00
PO16-00098	JD Specialties	Restroom Repairs	009	01	Ongoing & Major	4,159.00
PO16-00099	Biozone Corporation	Science Workbooks	021	01	State Lottery	894.19
PO16-00100	Assoc of CA School	ACSA annual renewel membership	029	01	UNRESTRICTED R	1,972.00

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

Includes Purchase Orders dated 07/01/2015 - 07/31/2015

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO16-00101	Codework, Inc	Vision Pro Licenses for Library and Room 204	023	01	UNRESTRICTED R	1,456.00
PO16-00102	Corwin	Teacher Common Core Reference Books	029	01	NCLB Title II,	307.78
PO16-00103	OFFICE DEPOT BUSINE	Employee Appreciation supplies	029	01	Supplemental	354.34
PO16-00104	4imprint	Supplies	029	01	UNRESTRICTED R	496.92
PO16-00105	4imprint	Supplies	029	01	UNRESTRICTED R	1,149.66
PO16-00106	Gilroy Chevrolet Ca	Vehicle Parts	009	01	UNRESTRICTED R	382.73
PO16-00107	CDW-G	Supplies	029	01	UNRESTRICTED R	2,582.88
PO16-00108	James Stanfield Com	Transitions Curriculum	029	01	UNRESTRICTED R	1,178.89
Total						1,601,004.15

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

Page 5 of 5

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

SUBJECT: Approval of Consultant Contract – Linda Grundhoffer

MEETING: August 12, 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 contract is for fiscal consulting services for the Business Office.


Recommendation:

The recommendation is being made for the State Administrator to approve the consulting contract with Linda Grundhoffer.

Fiscal Impact:

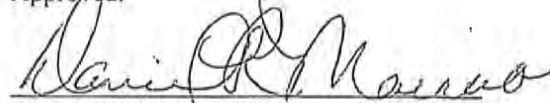
General Fund – not to exceed \$15,000

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 Linda Grundhoffer, 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 July 1, 2015 and it terminates June 30, 2016 unless sooner terminate as provided herein.

II. PAYMENT LIMIT

- Consultant shall be compensated at the rate of \$60 per hour.
- Not to exceed a total of 250 hours of service.
- Total payment(s) to Consultant, under this contract shall not exceed \$15,000.00

III. DISTRICT OBLIGATION:

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

IV. CONSULTANT'S OBLIGATION

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

V. CONSULTANT SERVICE DESCRIPTION

The Consultant shall provide consultation services for the Business Office in the areas of daily operations, audits and mentoring of the Chief Business Official.

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 authorized employees of the 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 the 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

STATE ADMINISTRATOR
South Monterey County Joint Union High School District

Date

Date

W-9 to be attached

Social Security Number of Consultant *

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

Linda Grundhoffer, Sole Proprietor
CONSULTANT / TITLE

Mailing Address

Phone number

Cell Phone

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

SUBJECT: Consultant Contract with Lincoln Hatch

MEETING: August 12, 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:

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

Recommendation:

Approve the contract with Lincoln Hatch


Fiscal Impact:

General Fund – \$3,500

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 *Lincoln Hatch*, an independent contractor, hereinafter called "Consultant," for the period specified in Article I. "TERM."

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

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

I. TERM:

The effective date of the agreement is July 1, 2015 and it terminates June 30, 2016 unless sooner terminate as provided herein.

II. PAYMENT LIMIT

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

III. DISTRICT OBLIGATION:

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

IV. CONSULTANT'S OBLIGATION

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

V. CONSULTANT SERVICE DESCRIPTION

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

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

VI. ASSIGNMENT

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

VII. TERMINATION OF AGREEMENT

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

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

VIII. DISTRICT'S RIGHT OF RETENTION

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

IX. EXTENSION OF TERM

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

X. SIGNATURES

These signatures attest the parties' agreement hereto:

CONSULTANT / TITLE

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

Date

Date

Social Security Number of Consultant *

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

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Partnership Services Agreement –
GEAR UP

MEETING: August 12, 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 Partnership Services Agreements with the University of California, Santa Cruz, also known as the GEAR UP program. The agreement delineates the services being offered by UCSC and the district's match requirements.

Recommendation:

The recommendation is being made to approve the Agreement the University of Santa Cruz and GEAR UP.

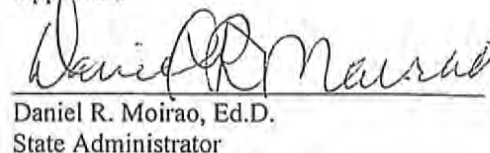
Fiscal Impact:

In Kind Services.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

June 2015

AMENDMENT TO PARTNERSHIP SERVICES AGREEMENT # 15-008

Between

The Regents of the University of California on behalf of UCSC-Educational Partnership Center (also referred to as "EPC" or "UCSC") – South Monterey County Gaining Early Awareness and Readiness for Undergraduate Programs Partnership (GEAR UP)

&

South Monterey County Joint Union High School District (SMCJUHSD)

I. Purpose of Amendment

The purpose of this addendum is to modify Partnership Service Agreement (PSA) #15-008. PSA #15-008 outlines the commitments, services and resources from each party with the shared intent to provide services to students and teachers for the school years 2013-14, 2014-15, 2015-16 and 2016-17. The addendum documents additional GEAR UP support for the SMCJUHSD 2015 Summer Program that helps GEAR UP and SMCJUHSD meet program goals and objectives.

Except as expressly set forth in this addendum, the parties agree that PSA #15-008 remains unmodified and in full force and effect.

II. Amended Program Components

I. New GEAR UP Activity:

GEAR UP will partner with SMCJUHSD to serve cohort students during the summer of 2015 at King City High School (6/8/2015-7/2/2015) and Greenfield High School (6/15/2015-7/10/2015). GEAR UP and SMCJUHSD will provide ninth and tenth grades students with one credit recovery course in math and one in English at each high school, as well as an online credit recovery class at Greenfield High School where students enroll in various credit recovery subjects including but not limited to Biology, English 2, World History and Earth Science. Additionally, undergraduate academic interns will assist cohort students with in-class and out of class tutoring. At Greenfield High School, one academic intern will be placed in each of the following classes: online credit recovery, Math 1, and English 1. For King City High School, one academic intern will be placed in English Credit Recovery, and one in English 1 & 2, and two academic interns will be placed in Math 1& 2. Finally, GEAR UP and EPC will sign up summer school teachers for payroll as UCSC contractors and SMCJUHSD will reimburse GEAR UP and EPC for all associated costs.

III. Amended Commitments

In the 2014-2015 school year, EPC GEAR UP item d., e., and f. will remain unchanged.

EPC GEAR UP items I. and V. as indicated below will be added as new line items outlining the additional summer program commitments.

The parties shall perform all obligations under this Agreement in accordance with all applicable laws, including without limitation to the Federal Educational Records Privacy Act and UC policies and in accordance with any terms and conditions applicable to GEAR UP (e.g. grant terms)

In the 2014-15 academic year, **EPC GEAR UP** agrees to operate the program under the following parameters (at its sole costs and expense unless otherwise indicated), subject to the availability of funding and other resources:

I.	Pay \$5,985.50 toward the salary of two teachers assigned to the 2015 Summer Program at King City High School in Math 1& 2 and English 1& 2.
II.	Pay \$7,321.62 toward the salary of 3 teachers for the 2015 Summer Program at Greenfield High School in Math 1, English 2 and an Online Credit Recovery course. This includes 45% of salary from GEAR UP funds of Online Credit Recovery teacher.
III.	Invoice SMCJUHSD for cost of 2015 Summer Program teacher expenses for both King City High School and Greenfield High School
IV.	Place one academic intern in English – Credit Recovery, one academic intern in English 1 & 2 and two in Math 1 & 2 classes at King City High School
V.	Place one academic intern in Credit Recovery, one academic intern in English 1 and one in Math 1 classes at Greenfield High School

UCSC EPC items VI. and VII. as indicated below will be added as new line items outlining the additional summer program commitments.

In the 2014-15 academic year, **UCSC EPC** agrees to operate the program under the following parameters (at its sole costs and expense unless otherwise indicated), subject to the availability of funding and other resources:

VI.	Pay \$1,625.88 (55%) toward the salary and benefits (cost) of one Online Credit Recovery teacher assigned to the 2015 Summer Program at Greenfield High School.
VII.	Invoice SMCJUHSD for cost of one Online Credit Recovery teacher expenses for Greenfield High School

For the 2014-15 school year, SMCJUHSD items a. to f. will remain unchanged.

SMCJUHSD items g. to i. as indicated below will be added as new line items outlining the additional summer program commitments.

g.	Upon being invoiced, reimburse EPC GEAR UP \$5,985.50 for salary and benefits of two teachers assigned to the 2015 Summer Program at King City High School.
h.	Upon being invoiced, reimburse EPC GEAR UP \$7,321.62 for salary and benefits of three teachers assigned to the 2015 Summer Program at Greenfield High School

i. Upon being invoiced, reimburse UCSC EPC \$1,625.88 for salary and benefits of one Online Credit Recovery teacher assigned to the 2015 Summer Program at Greenfield High School

IV. Amended Invoice Schedule

EPC GEAR UP will invoice SMCJUHS D for:

Expense Period	Invoice Dates	Amount	PSA Number	Send Invoice to:
6/8/15-7/2/15	7/31/15	\$5,985.50	15-008	Duane Wolgamott 800 Broadway Street, King City, CA 93930
6/15/15-7/10/15	7/31/15	\$7,321.62		
Total:		\$13,307.12		

UCSC EPC will invoice SMCJUHS D for:

Expense Period	Invoice Dates	Amount	PSA Number	Send Invoice to:
6/15/15-7/10/15	7/31/15	\$1,625.88	15-008	Duane Wolgamott 800 Broadway Street, King City, CA 93930
Total:		\$1,625.88		

V. Amended Misc.

Included Exhibits and/or Addenda (listed below or mark "N/A" if none):

- Amended Appendix A: GEAR UP Budget
- Amended Appendix B: SMCJUHS D Budget
- Appendix C: UCSC EPC Budget

VI. Primary Contacts

SMCJUHS D

Name: Diana Jimenez
 Title: Director of Educational Services
 Email: djimenez@smcjuhsd.org
 Phone: (831) 385-0606
 Fax: (831) 385-0695

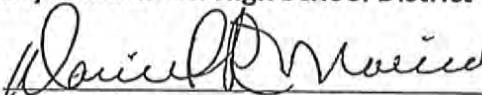
Educational Partnership Center

Name: Cesar G. Margarito
 Title: GEAR UP Assistant Director
 Email: cmargari@ucsc.edu
 Phone: (831) 212-1788
 Fax: (831) 459-3570

VII. Signatures

All of the parties agree on the terms outlined in this agreement and sign as authorized agents of their respective organizations.

South Monterey County Joint Union High School District

Signature:  Date: June 29, 2015
Print Name: Daniel Moirao
Title: State Administrator
Organization: South Monterey County Joint Union High School District

Contact information of SMCJUHSD fiscal administrator:

Name: Duane Wolgamott
Title: Business Services Manager
Email: dwolgamo@smcjuhsd.org
Phone: (831) 385-0606
Fax: (831) 385-0695

The Regents of the University of California, on behalf of the UC Santa Cruz Educational Partnership Center-GEAR UP.

Signature: _____ Date: _____
Print Name: Dr. Richard Hughey
Title: Vice Provost/Dean of Undergraduate Education
Organization: UC Santa Cruz

Contact information of EPC fiscal administrator:

Name: Peggy Muscato
Title: Financial Analyst
Email: pmuscato@ucsc.edu
Phone: (831) 459-1727
Fax: (831) 459-3570

This amended Appendix A: GEAR UP Budget will replace the original budget and reflects the commitment by UCSC GEAR UP to front expenses related to the summer program. *Italics* = additional budget line items related to amendment.

Amended Appendix A: GEAR UP Budget

For multiyear agreements, the budget can be updated each year by agreement between EPC program/project partners

For Years 2014-15	Cost to EPC GEAR UP
Pay toward the salary and benefits (cost) the equivalent to one full-time Instructional Coach and one full-time English Learner Specialist to support teachers in the grades 9 to 12 at Greenfield and King City High Schools	\$50,000.00
Pay toward Common Core State Standards professional development for teachers in grades 9-12 at Greenfield and King City High Schools	\$10,000.00
Pay toward substitute teacher costs for teachers in grades 9-12 at Greenfield and King City High Schools to participate in Common Core State Standards professional development.	\$4,000.00
<i>Pay toward the salary and benefits (cost) of two teachers assigned to the 2015 Summer Program at King City High School.</i>	<i>\$5,985.50</i>
<i>Pay toward the salary and benefits (cost) of three teachers for the 2015 Summer Program at Greenfield High School.</i>	<i>\$7,321.62</i>
Total Costs	\$77,307.12

This amended Appendix B: SMCJUHS Budget will replace the original budget and reflects the commitment by SMCJUHS to reimburse UCSC EPC and EPC GEAR UP for expenses related to the summer program. *Italics* = additional budget line items related to amendment.

Amended Appendix B: SMCJUHS Budget

For multiyear agreements, the budget can be updated each year by agreement between EPC program/project partners

Year	Description	Cost to UCSC
2013-14	Pay UCSC EPC a NTE amount for the cost of 2014 summer services rendered to Greenfield and King City High Schools	\$20,400.00
2014-15	<i>Pay UCSC EPC a NTE amount for the cost of 2015 summer services rendered to Greenfield and King City High Schools</i>	<i>\$14,933.00</i>
Total Costs		\$35,333.00

Appendix C: EPC Budget

For multiyear agreements, the budget can be updated each year by agreement between EPC program/project partners

<i>For Years 2014-15</i>	<i>Cost To UCSC EPC</i>
<i>Pay (55%) toward the salary and benefits (cost) of one Online Credit Recovery teacher for the 2015 Summer Program at Greenfield High School.</i>	<i>\$1,625.88</i>
<i>Total Costs</i>	<i>\$1,625.88</i>

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

SUBJECT: Revenue and Expenditures Report for 2014-15

MEETING: August 12, 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 2014/15 Fiscal Year to date (June 30, 2015) Revenues and Expenditures Report for each fund.

Recommendation:

This is an information item only.


Fiscal Impact:

Per the 2014-15 approved budget.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

Fund 01 - General Fund		Fiscal Year 2015 through 06/30/2015				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUE						
Revenue Limit	(8010-8099)	17,052,142.00	17,627,558.69		(575,416.69)	(3)%
Federal Revenue	(8100-8299)	1,206,114.00	854,428.62		351,685.38	29%
Other State Revenue	(8300-8599)	940,708.00	512,441.74		428,266.26	46%
Other Local Revenue	(8600-8799)	1,378,310.00	1,705,443.40		(327,133.40)	(24)%
Total Revenue		20,577,274.00	20,699,872.45		(122,598.45)	(1)%
EXPENSES						
Certified Salaries	(1000-1999)	7,262,543.53	7,212,524.11	.00	50,019.42	1%
Classified Salaries	(2000-2999)	2,435,805.00	2,360,493.51	.00	75,311.49	3%
Employee Benefits	(3000-3999)	3,055,519.04	3,033,599.76	.00	21,919.28	1%
Supplies and Services	(4000-4999)	1,924,145.15	1,354,430.01	.00	569,715.14	30%
Services & Operating Expenses	(5000-5999)	4,439,978.24	2,921,431.86	8,092.62	1,510,453.76	34%
Capital Outlays	(6000-6999)	172,160.76	136,526.45	.00	35,634.31	21%
Other Outgo	(7100-7299, 7400-7499)	1,541,527.00	1,403,700.27	.00	137,826.73	9%
Direct Support/Indirect Costs	(7300-7399)	2,131.54	.00	.00	2,131.54	100%
Total Expenses		20,833,810.26	18,422,705.97	8,092.62	2,403,011.67	12%
Operating Surplus/(Deficit)		(256,536.26)	2,277,166.48	2,269,073.86		
Net Surplus/(Deficit)		(256,536.26)	2,277,166.48	2,269,073.86		
Beginning Fund Balance		3,716,733.00	3,595,261.87	3,595,261.87		
Net Ending Fund Balance		\$3,460,196.74	\$5,872,428.35	\$5,864,335.73		
		<i>*** calculated ***</i>				
Components of Ending Fund Balance						
	Undesignated/Unappropriated - 9790	3,460,196.74	.00			
	Ending Fund Balance	3,460,196.74	.00			

Fund 13 - Cafeteria Fund		Fiscal Year 2015 through 06/30/2015				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUE						
Federal Revenue	(8100-8299)	440,000.00	452,538.02		(12,538.02)	(3)%
Other State Revenue	(8300-8599)	35,000.00	36,494.74		(1,494.74)	(4)%
Other Local Revenue	(8600-8799)	154,435.00	163,106.89		(8,671.89)	(6)%
Total Revenue		629,435.00	652,139.65		(22,704.65)	(4)%
EXPENSES						
Classified Salaries	(2000-2999)	96,758.00	97,089.47	.00	(331.47)	0%
Employee Benefits	(3000-3999)	57,428.00	52,712.39	.00	4,715.61	8%
Supplies and Services	(4000-4999)	421,254.00	367,886.56	.00	53,367.44	13%
Services & Operating Expenses	(5000-5999)	15,841.00	16,215.90	.00	(374.90)	(2)%
Total Expenses		591,281.00	533,904.32	.00	57,376.68	10%
Operating Surplus/(Deficit)		38,154.00	118,235.33	118,235.33		
Net Surplus/(Deficit)		38,154.00	118,235.33	118,235.33		
Beginning Fund Balance		31,221.00	31,220.32	31,220.32		
Net Ending Fund Balance		\$69,375.00	\$149,455.65	\$149,455.65		
	*** calculated ***					
Components of Ending Fund Balance						
Undesignated/Unappropriated - 9790		69,375.00	.00			
Ending Fund Balance		69,375.00	.00			

Fund 17 - Special Reserve Fund for Other		Fiscal Year 2015 through 06/30/2015			
		Budget	Actual	Encumbrance	Balance Avail
REVENUE					
Other Local Revenue	(8600-8799)	526.00	10,571.40		(10,045.40) (1910)%
Total Revenue		526.00	10,571.40		(10,045.40) (1910)%
Operating Surplus/(Deficit)		526.00	10,571.40	10,571.40	
Net Surplus/(Deficit)		526.00	10,571.40	10,571.40	
Beginning Fund Balance		2,986,818.00	2,986,817.70	2,986,817.70	
Net Ending Fund Balance		\$2,987,344.00	\$2,997,389.10	\$2,997,389.10	
	*** calculated ***				
Components of Ending Fund Balance					
	Undesignated/Unappropriated - 9790	2,987,344.00	.00		
	Ending Fund Balance	2,987,344.00	.00		

Fund 25 - Capital Facilities Fund		Fiscal Year 2015 through 06/30/2015				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUE						
Other Local Revenue	(8600-8799)	50,070.00	142,491.07		(92,421.07)	(185)%
Total Revenue		50,070.00	142,491.07		(92,421.07)	(185)%
EXPENSES						
Services & Operating Expenses	(5000-5999)	140,000.00	39,888.78	.00	100,111.22	72%
Other Outgo	(7100-7299, 7400-7499)	108,253.00	104,672.76	.00	3,580.24	3%
Total Expenses		248,253.00	144,561.54	.00	103,691.46	42%
Operating Surplus/(Deficit)		(198,183.00)	(2,070.47)	(2,070.47)		
Net Surplus/(Deficit)		(198,183.00)	(2,070.47)	(2,070.47)		
Beginning Fund Balance		384,002.00	384,001.76	384,001.76		
Net Ending Fund Balance		\$185,819.00	\$381,931.29	\$381,931.29		
		<i>*** calculated ***</i>				
Components of Ending Fund Balance						
Undesignated/Unappropriated - 9790		185,819.00	.00			
Ending Fund Balance		185,819.00	.00			

Fund 35 - School Facility Program (Regul		Fiscal Year 2015 through 06/30/2015				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUE						
Other Local Revenue	(8600-8799)	3,300.00	675.37		2,624.63	80%
Total Revenue		3,300.00	675.37		2,624.63	80%
EXPENSES						
Services & Operating Expenses	(5000-5999)	253,873.00	253,873.00	.00	0.00	0%
Capital Outlays	(6000-6999)	.00	10,578.23	.00	(10,578.23)	0%
Total Expenses		253,873.00	264,451.23	.00	(10,578.23)	(4)%
Operating Surplus/(Deficit)		(250,573.00)	(263,775.86)	(263,775.86)		
Net Surplus/(Deficit)		(250,573.00)	(263,775.86)	(263,775.86)		
Beginning Fund Balance		258,849.00	258,848.29	258,848.29		
Net Ending Fund Balance		\$8,276.00	(\$4,927.57)	(\$4,927.57)		
	<i>*** calculated ***</i>					
Components of Ending Fund Balance						
	Undesignated/Unappropriated - 9790	8,276.00	.00			
	Ending Fund Balance	8,276.00	.00			

Fund 56 - Debt Service Fund		Fiscal Year 2015 through 06/30/2015			
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	1,248,728.00	1,248,727.02	1,248,727.02		
Net Ending Fund Balance	\$1,248,728.00	\$1,248,727.02	\$1,248,727.02		
<i>*** calculated ***</i>					
Components of Ending Fund Balance					
Undesignated/Unappropriated - 9790	1,248,728.00	.00			
Ending Fund Balance	1,248,728.00	.00			

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

SUBJECT: Revenue and Expenditures Report for 2015-16

MEETING: August 12, 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 (July 31, 2015) Revenues and Expenditures Report for each fund.

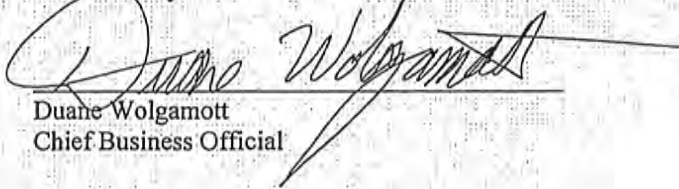
Recommendation:

This is an information item only.

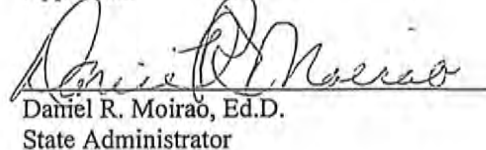
Fiscal Impact:

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 07/31/2015				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUE						
Revenue Limit	(8010-8099)	20,144,086.00	1,810,324.00		18,333,762.00	91%
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	(324.39)		1,333,480.39	100%
Total Revenue		24,278,112.00	1,809,999.61		22,468,112.39	93%
EXPENSES						
Certified Salaries	(1000-1999)	8,762,768.00	111,989.97	6,383,303.06	2,267,474.97	26%
Classified Salaries	(2000-2999)	2,669,213.00	140,844.81	1,998,526.84	529,841.35	20%
Employee Benefits	(3000-3999)	3,712,707.00	109,182.21	2,811,275.93	792,248.86	21%
Supplies and Services	(4000-4999)	1,178,183.00	201,887.88	679,971.53	296,323.59	25%
Services & Operating Expenses	(5000-5999)	3,838,722.00	90,271.84	1,306,843.46	2,441,606.70	64%
Capital Outlays	(6000-6999)	104,000.00	.00	.00	104,000.00	100%
Other Outgo	(7100-7299, 7400-7499)	1,596,527.00	13,134.76	.00	1,583,392.24	99%
Total Expenses		21,862,120.00	667,311.47	13,179,920.82	8,014,887.71	37%
Operating Surplus/(Deficit)		2,415,992.00	1,142,688.14	(12,037,232.68)		
OTHER FINANCING SOURCES/USES						
Contributions	(8980-8999)	(3,900.00)	.00		(3,900.00)	100%
Total Other Financing Sources		(3,900.00)	.00		(3,900.00)	100%
Net Surplus/(Deficit)		2,412,092.00	1,142,688.14	(12,037,232.68)		
Beginning Fund Balance		3,460,197.00	.00	.00		
Net Ending Fund Balance		\$5,872,289.00	\$1,142,688.14	(\$12,037,232.68)		
		<i>*** calculated ***</i>				
Components of Ending Fund Balance						
	Undesignated/Unappropriated - 9790	5,872,289.00	.00			
	Ending Fund Balance	5,872,289.00	.00			

Fund 13 - Cafeteria Fund		Fiscal Year 2016 through 07/31/2015				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUE						
Federal Revenue	(8100-8299)	440,000.00	.00		440,000.00	100%
Other State Revenue	(8300-8599)	35,000.00	.00		35,000.00	100%
Other Local Revenue	(8600-8799)	154,435.00	.00		154,435.00	100%
Total Revenue		629,435.00	.00		629,435.00	100%
EXPENSES						
Classified Salaries	(2000-2999)	99,358.00	4,991.28	94,562.03	(195.31)	0%
Employee Benefits	(3000-3999)	78,048.00	1,086.86	55,193.29	21,767.85	28%
Supplies and Services	(4000-4999)	421,254.00	2,509.64	77,018.31	341,726.05	81%
Services & Operating Expenses	(5000-5999)	15,841.00	1,562.33	7,615.67	6,663.00	42%
Total Expenses		614,501.00	10,150.11	234,389.30	369,961.59	60%
Operating Surplus/(Deficit)		14,934.00	(10,150.11)	(244,539.41)		
Net Surplus/(Deficit)		14,934.00	(10,150.11)	(244,539.41)		
Beginning Fund Balance		69,375.00	.00	.00		
Net Ending Fund Balance		\$84,309.00	(\$10,150.11)	(\$244,539.41)		
		<i>*** calculated ***</i>				
Components of Ending Fund Balance						
Undesignated/Unappropriated - 9790		84,309.00	.00			
Ending Fund Balance		84,309.00	.00			

Fund 17 - Special Reserve Fund for Other		Fiscal Year 2016 through 07/31/2015			
	Budget	Actual	Encumbrance	Balance	Avail
REVENUE					
Other Local Revenue (8600-8799)	526.00	.00		526.00	100%
Total Revenue	526.00	.00		526.00	100%
Operating Surplus/(Deficit)	526.00	.00	.00		
Net Surplus/(Deficit)	526.00	.00	.00		
Beginning Fund Balance	2,987,344.00	.00	.00		
Net Ending Fund Balance	\$2,987,870.00	\$.00	\$.00		
*** calculated ***					
Components of Ending Fund Balance					
Undesignated/Unappropriated - 9790	2,987,870.00	.00			
Ending Fund Balance	2,987,870.00	.00			

Fund 25 - Capital Facilities Fund		Fiscal Year 2016 through 07/31/2015				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUE						
Other Local Revenue	(8600-8799)	50,070.00	.00		50,070.00	100%
Total Revenue		50,070.00	.00		50,070.00	100%
EXPENSES						
Supplies and Services	(4000-4999)	.00	.00	1,928.40	(1,928.40)	0%
Services & Operating Expenses	(5000-5999)	100,000.00	.00	78,888.38	21,111.62	21%
Other Outgo	(7100-7299, 7400-7499)	108,253.00	.00	.00	108,253.00	100%
Total Expenses		208,253.00	.00	80,816.78	127,436.22	61%
Operating Surplus/(Deficit)		(158,183.00)	.00	(80,816.78)		
Net Surplus/(Deficit)		(158,183.00)	.00	(80,816.78)		
Beginning Fund Balance		185,819.00	.00	.00		
Net Ending Fund Balance		\$27,636.00	\$0.00	(\$80,816.78)		
<i>*** calculated ***</i>						
Components of Ending Fund Balance						
Undesignated/Unappropriated - 9790		27,636.00	.00			
Ending Fund Balance		27,636.00	.00			

Fund 35 - School Facility Program (Regul)		Fiscal Year 2016 through 07/31/2015			
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	8,276.00	.00	.00		
Net Ending Fund Balance	\$8,276.00	\$.00			
<i>*** calculated ***</i>					
Components of Ending Fund Balance					
Undesignated/Unappropriated - 9790	8,276.00	.00			
Ending Fund Balance	8,276.00	.00			

Fund 56 - Debt Service Fund		Fiscal Year 2016 through 07/31/2015			
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	1,248,728.00	.00	.00		
Net Ending Fund Balance	\$1,248,728.00	\$.00	\$.00		
<i>*** calculated ***</i>					
Components of Ending Fund Balance					
Undesignated/Unappropriated - 9790	1,248,728.00	.00			
Ending Fund Balance	1,248,728.00	.00			

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Cash Flow Report for 2014-15 (thru June 2015)

MEETING: August 12, 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:

Cash flow Projection Report - 2014/15 Fiscal Year

- 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 June		Fiscal Year 2014/15							
	Object	Beginning Balance	July	August	September	October	November	December	
A. BEGINNING CASH		9110	2,684,984.67	3,773,017.44	3,664,176.60	4,005,466.43	4,207,942.26	3,326,385.24	
B. RECEIPTS									
Revenue Limit									
Principal Apportionment		8010-8019	1,379,129.00	1,421,971.00	2,037,097.00	1,421,971.00			
Property Taxes		8020-8079		10,130.73-	18,226.14		35,534.52	3,100,396.52	
Miscellaneous Funds		8080-8099							
Federal Revenues		8100-8299			298,201.61	16,831.00	60,000.00		
Other State Revenues		8300-8599			5,425.46	63,942.00	212,685.00		
Other Local Revenues		8600-8799		5,550.00-	72,465.38	113,386.03	149,979.82	269,238.81	
Interfund Transfers In		8910-8929				13,515.09	13,515.09-		
All Other Financing Sources		8930-8979							
Undefined Objects									
TOTAL RECEIPTS			.00	1,379,129.00	1,406,290.27	2,431,415.59	1,629,645.12	444,684.25	3,369,635.33
C. DISBURSEMENTS									
Certificated Salaries		1000-1999	105,614.54	586,447.00	601,570.81	641,806.53	624,278.59	64,802.24	
Classified Salaries		2000-2999	97,455.69	180,399.08	207,250.89	182,150.72	193,589.96	225,506.14	
Employee Benefits		3000-3999	72,804.77	246,449.11	248,356.14	238,044.23	251,366.55	121,090.93	
Books and Supplies		4000-4999	47,882.63	107,666.77	382,449.32	230,431.88	98,356.82	44,397.38	
Services		5000-5999	253,470.64	190,396.69	158,180.03	156,043.37	137,428.53	112,878.66	
Capital Outlays		6000-6599		3,500.00		19,967.22-	19,608.76		
Other Outgo		7000-7499	9,383.08	19,704.46	19,704.46	19,704.46	19,704.46	1,267,613.76	
Interfund Transfers Out		7600-7629							
All Other Financing Uses		7630-7699							
Undefined Objects									
TOTAL DISBURSEMENTS			.00	586,611.35	1,334,563.11	1,617,511.65	1,448,213.97	1,344,333.67	1,836,289.11
D. BALANCE SHEET TRANSACTIONS									
Assets									
Cash Not In Treasury		9111-9199	1,073,471.13-	183,782.25-	311,485.94-	311,485.94-	112,278.13-	1,067,205.95	
Accounts Receivable		9200-9299	5,775,496.92-	6,195,925.42	229,150.87	18,065.65	79,297.27	433.00	78,298.99
Due From Other Funds		9310							
Stores		9320							
Prepaid Expenditures		9330							
Other Current Assets		9340							
Undefined Objects									
SUBTOTAL ASSETS			6,848,968.05-	6,012,143.17	82,335.07-	293,420.29-	32,980.86-	433.00	1,145,504.94
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 12, Fund = 01, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 01 - Actuals through June

Fiscal Year 2014/15

	Object	Beginning Balance	July	August	September	October	November	December	
Liabilities									
Accounts Payable	9500-9599	5,690,077.78	5,716,628.05-	98,005.43-	27,624.86	54,026.90	17,423.39	79,752.54-	
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650	206,818.07			206,818.07-				
Undefined Objects									
SUBTOTAL LIABILITIES		5,896,895.85	5,716,628.05-	98,232.93-	179,193.82-	54,025.54	17,659.40	79,756.29-	
Nonoperating									
Suspense Clearing	9910			227.50-	.61-	1.36-	236.01	3.75-	
TOTAL BALANCE SHEET TRANSACTIONS		952,072.20-	295,515.12	180,568.00-	472,614.11-	21,044.68	18,092.40	1,065,748.65	
E. NET INCREASE/DECREASE B - C + D			1,088,032.77	108,840.84-	341,289.83	202,475.83	881,557.02-	2,599,094.87	
F. ENDING CASH (A + E)			3,773,017.44	3,664,176.60	4,005,466.43	4,207,942.26	3,326,385.24	5,925,480.11	
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 01 - Actuals through June		Fiscal Year 2014/15								
	Object	January	February	March	April	May	June	Total	Budget	
A. BEGINNING CASH		9110	5,925,480.11	5,184,840.73	4,753,408.11	4,826,295.66	6,247,277.99	5,452,928.10		
B. RECEIPTS										
Revenue Limit										
Principal Apportionment	8010-8019	1,183,913.00	454,000.00	1,165,550.00	454,000.00	454,000.00	2,018,295.00	11,989,926.00	11,643,401.00	
Property Taxes	8020-8079	61,203.43	79,369.63	106,262.04	1,905,257.67	24,156.03	317,357.44	5,637,632.69	5,408,741.00	
Miscellaneous Funds	8080-8099									
Federal Revenues	8100-8299	14,333.00	11,951.00	82,233.89	197,054.00	10,112.32	163,711.80	854,428.62	1,206,114.00	
Other State Revenues	8300-8599	92,217.96			108,618.79		29,552.53	512,441.74	940,708.00	
Other Local Revenues	8600-8799	317,865.03	306,434.62	104,357.35	49,636.76	103,054.85	224,574.75	1,705,443.40	1,378,310.00	
Interfund Transfers In	8910-8929									
All Other Financing Sources	8930-8979									
Undefined Objects										
TOTAL RECEIPTS			1,669,532.42	851,755.25	1,458,403.28	2,714,567.22	591,323.20	2,753,491.52	20,699,872.45	20,577,274.00
C. DISBURSEMENTS										
Certificated Salaries	1000-1999	1,200,937.71	610,154.94	626,702.00	646,492.43	648,678.63	855,038.69	7,212,524.11	7,262,543.53	
Classified Salaries	2000-2999	186,245.92	183,035.88	248,689.07	205,503.81	212,908.09	237,758.26	2,360,493.51	2,435,805.00	
Employee Benefits	3000-3999	401,154.61	245,356.04	262,603.45	256,661.46	258,893.74	430,818.73	3,033,599.76	3,055,519.04	
Books and Supplies	4000-4999	56,248.82	58,545.84	79,933.60	83,848.48	23,903.19	188,571.66	1,354,430.01	1,924,145.15	
Services	5000-5999	288,198.86	202,259.28	183,511.89	238,033.21	243,249.02	757,781.68	2,921,431.86	4,439,978.24	
Capital Outlays	6000-6599	76,650.85	56,734.06					136,526.45	172,160.76	
Other Outgo	7000-7499	42,850.72	23,316.14	20,574.93	29,017.70	20,788.70	88,662.60	1,403,700.27	1,543,658.54	
Interfund Transfers Out	7600-7629									
All Other Financing Uses	7630-7699									
Undefined Objects										
TOTAL DISBURSEMENTS			2,252,287.49	1,379,402.18	1,422,014.94	1,459,557.09	1,360,614.99	2,381,306.42	18,422,705.97	20,833,810.26
D. BALANCE SHEET TRANSACTIONS										
Assets										
Cash Not In Treasury	9111-9199	79,668.00						68,505.69		
Accounts Receivable	9200-9299	855,284.00	88,386.88	26,102.00	433.00	433.00	85,738.85	5,775,503.23		
Due From Other Funds	9310									
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Undefined Objects										
SUBTOTAL ASSETS			934,952.00	88,386.88	26,102.00	433.00	433.00	85,738.85	5,844,008.92	
(continued)										

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 12, Fund = 01, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 01 - Actuals through June		Fiscal Year 2014/15							
	Object	January	February	March	April	May	June	Total	Budget
Liabilities									
Accounts Payable	9500-9599	856,651.69	7,834.09	10,446.65	127,750.20	25,712.08-	34,192.57-	4,852,532.89-	
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650	159,252.00-			159,252.00			206,818.07-	
Undefined Objects		79,668.00			121,463.00-			41,795.00-	
SUBTOTAL LIABILITIES		777,067.69	7,827.43	10,397.21	165,539.20	25,491.10-	34,200.17-	5,100,985.89-	
Nonoperating									
Suspense Clearing	9910		6.66-	49.44-		220.98	7.60-	160.07	
TOTAL BALANCE SHEET TRANSACTIONS		157,884.31-	96,214.31	36,499.21	165,972.20	25,058.10-	119,939.02-	743,023.03	
E. NET INCREASE/DECREASE B - C + D		740,639.38-	431,432.62-	72,887.55	1,420,982.33	794,349.89-	252,246.08	3,020,189.51	256,536.26-
F. ENDING CASH (A + E)		5,184,840.73	4,753,408.11	4,826,295.66	6,247,277.99	5,452,928.10	5,705,174.18		
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 13 - Actuals through June

Fiscal Year 2014/15

	Object	Beginning Balance	July	August	September	October	November	December	
A. BEGINNING CASH	9110		65,409.58-	31,723.70	12,163.81-	72,659.62-	56,503.34-	94,002.64-	
B. RECEIPTS									
Revenue Limit									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299					35,496.19			
Other State Revenues	8300-8599					3,682.98			
Other Local Revenues	8600-8799				464.52	53,286.87	5.18		
Interfund Transfers In	8910-8929					13,515.09-	13,515.09		
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	.00	464.52	78,950.95	13,520.27	.00	
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999			9,360.36	9,999.51	9,936.25	8,751.35	8,677.32	
Employee Benefits	3000-3999			5,242.30	5,337.66	5,317.12	5,108.61	5,085.26	
Books and Supplies	4000-4999			29,200.51	44,329.50	47,023.78	35,713.41	24,912.63	
Services	5000-5999		84.34	84.34	654.45	517.52	1,446.20	3,283.36	
Capital Outlays	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		.00	84.34	43,887.51	60,321.12	62,794.67	51,019.57	41,958.57	
D. BALANCE SHEET TRANSACTIONS									
Assets									
Cash Not In Treasury	9111-9199	97,383.18-	97,331.69						
Accounts Receivable	9200-9299	639.21			639.21-				
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Undefined Objects									
SUBTOTAL ASSETS		96,743.97-	97,331.69	.00	639.21-	.00	.00	.00	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 12, Fund = 13, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 13 - Actuals through June		Fiscal Year 2014/15						
	Object	Beginning Balance	July	August	September	October	November	December
Liabilities								
Accounts Payable	9500-9599	114.07	114.07-					
Due To Other Funds	9610							
Current Loans	9640							
Deferred Revenues	9650							
Undefined Objects								
SUBTOTAL LIABILITIES		114.07	114.07-	.00	.00	.00	.00	.00
Nonoperating								
Suspense Clearing	9910							
TOTAL BALANCE SHEET TRANSACTIONS		96,629.90-	97,217.62	.00	639.21-	.00	.00	.00
E. NET INCREASE/DECREASE B - C + D			97,133.28	43,887.51-	60,495.81-	16,156.28	37,499.30-	41,958.57-
F. ENDING CASH (A + E)			31,723.70	12,163.81-	72,659.62-	56,503.34-	94,002.64-	135,961.21-
G. Ending Cash, Plus Cash Accruals and Adjustments								

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Fund 13 - Actuals through June

Fiscal Year 2014/15

	Object	January	February	March	April	May	June	Total	Budget
A. BEGINNING CASH	9110	135,961.21-	188,609.31-	30,630.95-	15,242.63-	40,661.89	48,372.96		
B. RECEIPTS									
Revenue Limit									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299		150,764.90	70,544.64	49,774.30	50,712.46	95,245.53	452,538.02	440,000.00
Other State Revenues	8300-8599		11,805.58	5,555.71	3,929.95	4,005.25	7,515.27	36,494.74	35,000.00
Other Local Revenues	8600-8799		44,940.70	76.47-	39,098.75	92.40-	25,479.74	163,106.89	154,435.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	207,511.18	76,023.88	92,803.00	54,625.31	128,240.54	652,139.65	629,435.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999	10,822.62	8,360.95	8,721.91	9,525.43	9,274.31	3,659.46	97,089.47	96,758.00
Employee Benefits	3000-3999	5,492.78	5,022.92	5,096.68	5,219.26	5,092.04	697.76	52,712.39	57,428.00
Supplies and Services	4000-4999	35,725.64	35,638.49	42,107.54	21,722.85	32,116.95	19,395.26	367,886.56	421,254.00
Services	5000-5999	607.06	510.46	4,709.43	430.94	430.94	3,456.86	16,215.90	15,841.00
Capital Outlays	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		52,648.10	49,532.82	60,635.56	36,898.48	46,914.24	27,209.34	533,904.32	591,281.00
D. BALANCE SHEET TRANSACTIONS									
Assets									
Cash Not In Treasury	9111-9199							97,331.69	
Accounts Receivable	9200-9299							639.21-	
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Undefined Objects									
SUBTOTAL ASSETS		.00	.00	.00	.00	.00	.00	96,692.48	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 12, Fund = 13, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 13 - Actuals through June		Fiscal Year 2014/15							
	Object	January	February	March	April	May	June	Total	Budget
Liabilities									
Accounts Payable	9500-9599						2,752.09	2,638.02	
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	2,752.09	2,638.02	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		.00	.00	.00	.00	.00	2,752.09	99,330.50	
E. NET INCREASE/DECREASE B - C + D		52,648.10-	157,978.36	15,388.32	55,904.52	7,711.07	103,783.29	217,565.83	38,154.00
F. ENDING CASH (A + E)		188,609.31-	30,630.95-	15,242.63-	40,661.89	48,372.96	152,156.25		
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 25 - Actuals through June

Fiscal Year 2014/15

	Object	Beginning Balance	July	August	September	October	November	December	
A. BEGINNING CASH	9110		383,608.61	383,608.61	383,608.61	384,071.70	411,484.67	411,891.05	
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				69.94	27,412.97	406.38		
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	.00	69.94	27,412.97	406.38	.00	
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999								
Services	5000-5999							408.50	
Capital Outlays	6000-6599								
Other Outgo	7000-7499							104,672.76	
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		.00	.00	.00	.00	.00	.00	105,081.26	
D. BALANCE SHEET TRANSACTIONS									
Assets									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299	393.15			393.15				
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Undefined Objects									
SUBTOTAL ASSETS		393.15	.00	.00	393.15	.00	.00	.00	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 12, Fund = 25, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

Fund 25 - Actuals through June		Fiscal Year 2014/15						
	Object	Beginning Balance	July	August	September	October	November	December
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		393.15	.00	.00	393.15	.00	.00	.00
E. NET INCREASE/DECREASE B - C + D			.00	.00	463.09	27,412.97	406.38	105,081.26
F. ENDING CASH (A + E)			383,608.61	383,608.61	384,071.70	411,484.67	411,891.05	306,809.79
G. Ending Cash, Plus Cash Accruals and Adjustments								

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Fund 25 - Actuals through June		Fiscal Year 2014/15							
	Object	January	February	March	April	May	June	Total	Budget
A. BEGINNING CASH	9110	306,809.79	302,729.79	333,828.79	340,567.25	342,672.85	372,020.37		
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		38,715.00	19,471.24	4,485.60	32,117.52	19,812.42	142,491.07	50,070.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	38,715.00	19,471.24	4,485.60	32,117.52	19,812.42	142,491.07	50,070.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999								
Services	5000-5999	4,080.00	7,616.00	12,732.78	2,380.00	2,770.00	9,901.50	39,888.78	140,000.00
Capital Outlays	6000-6599								
Other Outgo	7000-7499							104,672.76	108,253.00
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		4,080.00	7,616.00	12,732.78	2,380.00	2,770.00	9,901.50	144,561.54	248,253.00
D. BALANCE SHEET TRANSACTIONS									
Assets									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299							393.15	
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Undefined Objects									
SUBTOTAL ASSETS		.00	.00	.00	.00	.00	.00	393.15	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 12, Fund = 25, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

Fund 25 - Actuals through June		Fiscal Year 2014/15							
	Object	January	February	March	April	May	June	Total	Budget
Liabilities									
Accounts Payable	9500-9599						3,325.00	3,325.00	
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	3,325.00	3,325.00	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		.00	.00	.00	.00	.00	3,325.00	3,718.15	
E. NET INCREASE/DECREASE B - C + D		4,080.00-	31,099.00	6,738.46	2,105.60	29,347.52	13,235.92	1,647.68	198,183.00-
F. ENDING CASH (A + E)		302,729.79	333,828.79	340,567.25	342,672.85	372,020.37	385,256.29		
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 35 - Actuals through June

Fiscal Year 2014/15

	Object	Beginning Balance	July	August	September	October	November	December
A. BEGINNING CASH	9110		266,987.82	266,987.82	266,987.82	267,302.75	258,802.75	259,085.59
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				45.54		282.84	
Interfund Transfers In	8910-8929							
All Other Financing Sources	8930-8979							
Undefined Objects								
TOTAL RECEIPTS		.00	.00	.00	45.54	.00	282.84	.00
C. DISBURSEMENTS								
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								
TOTAL DISBURSEMENTS		.00	.00	.00	.00	.00	.00	.00
D. BALANCE SHEET TRANSACTIONS								
Assets								
Cash Not In Treasury	9111-9199							
Accounts Receivable	9200-9299	360.47			360.47			
Due From Other Funds	9310							
Stores	9320							
Prepaid Expenditures	9330							
Other Current Assets	9340							
Undefined Objects								
SUBTOTAL ASSETS		360.47	.00	.00	360.47	.00	.00	.00
(continued)								

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 12, Fund = 35, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE

Fund 35 - Actuals through June

Fiscal Year 2014/15

	Object	Beginning Balance	July	August	September	October	November	December	
Liabilities									
Accounts Payable	9500-9599	8,500.00				8,500.00-			
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		8,500.00	.00	.00	.00	8,500.00-	.00	.00	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		8,139.53	.00	.00	360.47	8,500.00-	.00	.00	
E. NET INCREASE/DECREASE B - C + D			.00	.00	314.93	8,500.00-	282.84	.00	
F. ENDING CASH (A + E)			266,987.82	266,987.82	267,302.75	258,802.75	259,085.59	259,085.59	
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 35 - Actuals through June

Fiscal Year 2014/15

	Object	January	February	March	April	May	June	Total	Budget
A. BEGINNING CASH	9110	259,085.59	5,212.59	5,212.59	5,132.01-	5,132.01-	4,927.57-		
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			233.63		204.44		675.37	3,300.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	233.63	.00	204.44	.00	675.37	3,300.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999								
Services	5000-5999	253,873.00						253,873.00	253,873.00
Capital Outlays	6000-6599			10,578.23				10,578.23	
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		253,873.00	.00	10,578.23	.00	.00	.00	264,451.23	253,873.00
D. BALANCE SHEET TRANSACTIONS									
Assets									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299							360.47	
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Undefined Objects									
SUBTOTAL ASSETS		.00	.00	.00	.00	.00	.00	360.47	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 12, Fund = 35, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 35 - Actuals through June		Fiscal Year 2014/15							
	Object	January	February	March	April	May	June	Total	Budget
Liabilities									
Accounts Payable	9500-9599							8,500.00-	
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	.00	8,500.00-	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		.00	.00	.00	.00	.00	.00	8,139.53-	
E. NET INCREASE/DECREASE B - C + D		253,873.00-	.00	10,344.60-	.00	204.44	.00	271,915.39-	250,573.00-
F. ENDING CASH (A + E)		5,212.59	5,212.59	5,132.01-	5,132.01-	4,927.57-	4,927.57-		
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 56 - Actuals through June

Fiscal Year 2014/15

	Object	Beginning Balance	July	August	September	October	November	December	
A. BEGINNING CASH	9110		.00	.00	.00	.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								
Services	5000-5999								
Capital 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	1,248,727.02-							
Accounts Receivable	9200-9299								
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Undefined Objects									
SUBTOTAL ASSETS		1,248,727.02-	.00	.00	.00	.00	.00	.00	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 12, Fund = 56, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 56 - Actuals through June		Fiscal Year 2014/15							
	Object	Beginning Balance	July	August	September	October	November	December	
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	.00	.00	
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 56 - Actuals through June		Fiscal Year 2014/15							
	Object	January	February	March	April	May	June	Total	Budget
A. BEGINNING CASH		9110	.00	.00	.00	.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	
C. DISBURSEMENTS									
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									
TOTAL DISBURSEMENTS			.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	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 12, Fund = 56, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 56 - Actuals through June		Fiscal Year 2014/15							
	Object	January	February	March	April	May	June	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	.00	.00
F. ENDING CASH (A + E)		.00	.00	.00	.00	.00	.00		.00
G. Ending Cash, Plus Cash Accruals and Adjustments									

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

SUBJECT: Cash Flow Report for 2015-16 (thru July 2015)

MEETING: August 12, 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:

Cash flow Projection Report - 2015/16 Fiscal Year

- 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

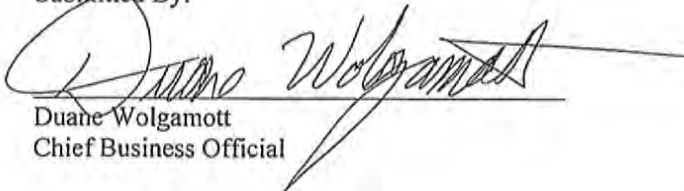
Recommendation:

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 June		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
A. BEGINNING CASH		9110	.00	32,386.29	32,386.29	32,386.29	32,386.29	32,386.29	
B. RECEIPTS									
Revenue Limit									
Principal Apportionment	8010-8019		1,810,324.00						
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								
Other State Revenues	8300-8599								
Other Local Revenues	8600-8799		324.39						
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS			.00	1,809,999.61	.00	.00	.00	.00	.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999		111,989.97						
Classified Salaries	2000-2999		140,844.81						
Employee Benefits	3000-3999		109,182.21						
Books and Supplies	4000-4999		201,887.88						
Services	5000-5999		90,271.84						
Capital Outlays	6000-6599								
Other Outgo	7000-7499		13,134.76						
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS			.00	667,311.47	.00	.00	.00	.00	.00
D. BALANCE SHEET TRANSACTIONS									
Assets									
Cash Not In Treasury	9111-9199		244,849.07						
Accounts Receivable	9200-9299		120,602.28						
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Undefined Objects									
SUBTOTAL ASSETS			.00	124,246.79	.00	.00	.00	.00	.00
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 12, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 01 - Actuals through June		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
Liabilities									
Accounts Payable	9500-9599		986,055.06-						
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	986,055.06-	.00	.00	.00	.00	.00	
Nonoperating Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		.00	1,110,301.85-	.00	.00	.00	.00	.00	
E. NET INCREASE/DECREASE B - C + D			32,386.29	.00	.00	.00	.00	.00	
F. ENDING CASH (A + E)			32,386.29	32,386.29	32,386.29	32,386.29	32,386.29	32,386.29	
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 01 - Actuals through June		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	Total	Budget
A. BEGINNING CASH	9110	32,386.29	32,386.29	32,386.29	32,386.29	32,386.29	32,386.29		
B. RECEIPTS									
Revenue Limit									
Principal Apportionment	8010-8019							1,810,324.00	14,735,345.00
Property Taxes	8020-8079								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-	1,333,156.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	.00	.00	.00	.00	1,809,999.61	24,274,212.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999							111,989.97	8,762,768.00
Classified Salaries	2000-2999							140,844.81	2,669,213.00
Employee Benefits	3000-3999							109,182.21	3,712,707.00
Books and Supplies	4000-4999							201,887.88	1,178,183.00
Services	5000-5999							90,271.84	3,838,722.00
Capital Outlays	6000-6599								104,000.00
Other Outgo	7000-7499							13,134.76	1,596,527.00
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		.00	.00	.00	.00	.00	.00	667,311.47	21,862,120.00
D. BALANCE SHEET TRANSACTIONS									
Assets									
Cash Not In Treasury	9111-9199							244,849.07-	
Accounts Receivable	9200-9299							120,602.28	
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Undefined Objects									
SUBTOTAL ASSETS		.00	.00	.00	.00	.00	.00	124,246.79-	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 12, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 01 - Actuals through June		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	Total	Budget
Liabilities									
Accounts Payable	9500-9599							986,055.06-	
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	.00	986,055.06-	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		.00	.00	.00	.00	.00	.00	1,110,301.85-	
E. NET INCREASE/DECREASE									
B - C + D		.00	.00	.00	.00	.00	.00	32,386.29	2,412,092.00
F. ENDING CASH (A + E)		32,386.29	32,386.29	32,386.29	32,386.29	32,386.29	32,386.29		
G. Ending Cash, Plus Cash Accruals and Adjustments									

Fund 13 - Actuals through June

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December
A. BEGINNING CASH	9110		.00	12,902.20-	12,902.20-	12,902.20-	12,902.20-	12,902.20-
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		4,991.28					
Employee Benefits	3000-3999		1,086.86					
Books and Supplies	4000-4999		2,509.64					
Services	5000-5999		1,562.33					
Capital Outlays	6000-6599							
Other Outgo	7000-7499							
Interfund Transfers Out	7600-7629							
All Other Financing Uses	7630-7699							
Undefined Objects								
TOTAL DISBURSEMENTS		.00	10,150.11	.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 = 12, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 13 - Actuals through June		Fiscal Year 2015/16						
	Object	Beginning Balance	July	August	September	October	November	December
Liabilities								
Accounts Payable	9500-9599		2,752.09-					
Due To Other Funds	9610							
Current Loans	9640							
Deferred Revenues	9650							
Undefined Objects								
SUBTOTAL LIABILITIES		.00	2,752.09-	.00	.00	.00	.00	.00
Nonoperating								
Suspense Clearing	9910							
TOTAL BALANCE SHEET TRANSACTIONS		.00	2,752.09-	.00	.00	.00	.00	.00
E. NET INCREASE/DECREASE								
B - C + D			12,902.20-	.00	.00	.00	.00	.00
F. ENDING CASH (A + E)			12,902.20-	12,902.20-	12,902.20-	12,902.20-	12,902.20-	12,902.20-
G. Ending Cash, Plus Cash Accruals and Adjustments								

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Fund 13 - Actuals through June

Fiscal Year 2015/16

	Object	January	February	March	April	May	June	Total	Budget
A. BEGINNING CASH	9110	12,902.20-	12,902.20-	12,902.20-	12,902.20-	12,902.20-	12,902.20-		
B. RECEIPTS									
Revenue Limit									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								440,000.00
Other State Revenues	8300-8599								35,000.00
Other Local Revenues	8600-8799								154,435.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	.00	.00	.00	.00	.00	629,435.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999							4,991.28	99,358.00
Employee Benefits	3000-3999							1,086.86	78,048.00
Supplies and Services	4000-4999							2,509.64	421,254.00
Services	5000-5999							1,562.33	15,841.00
Capital 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	10,150.11	614,501.00
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 = 12, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 13 - Actuals through June		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	Total	Budget
Liabilities									
Accounts Payable	9500-9599							2,752.09-	
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	.00	2,752.09-	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		.00	.00	.00	.00	.00	.00	2,752.09-	
E. NET INCREASE/DECREASE B - C + D		.00	.00	.00	.00	.00	.00	12,902.20-	14,934.00
F. ENDING CASH (A + E)		12,902.20-	12,902.20-	12,902.20-	12,902.20-	12,902.20-	12,902.20-		
G. Ending Cash, Plus Cash Accruals and Adjustments									

Fund 17 - Actuals through June

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December	
A. BEGINNING CASH	9110		.00	.00	.00	.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								
Services	5000-5999								
Capital 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 = 12, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 17 - Actuals through June

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December	
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	.00	.00	
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 17 - Actuals through June

Fiscal Year 2015/16

	Object	January	February	March	April	May	June	Total	Budget
A. BEGINNING CASH	9110	.00	.00	.00	.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								526.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	.00	.00	.00	.00	.00	526.00
C. DISBURSEMENTS									
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									
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 = 12, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 17 - Actuals through June		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	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	.00	526.00
F. ENDING CASH (A + E)		.00	.00	.00	.00	.00	.00		
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 25 - Actuals through June

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December	
A. BEGINNING CASH	9110		.00	3,325.00-	3,325.00-	3,325.00-	3,325.00-	3,325.00-	
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								
Services	5000-5999								
Capital 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 = 12, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 25 - Actuals through June

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December	
Liabilities									
Accounts Payable	9500-9599		3,325.00-						
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	3,325.00-	.00	.00	.00	.00	.00	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		.00	3,325.00-	.00	.00	.00	.00	.00	
E. NET INCREASE/DECREASE B - C + D			3,325.00-	.00	.00	.00	.00	.00	
F. ENDING CASH (A + E)			3,325.00-	3,325.00-	3,325.00-	3,325.00-	3,325.00-	3,325.00-	
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 25 - Actuals through June **Fiscal Year 2015/16**

	Object	January	February	March	April	May	June	Total	Budget
A. BEGINNING CASH	9110	3,325.00-	3,325.00-	3,325.00-	3,325.00-	3,325.00-	3,325.00-		
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								50,070.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	.00	.00	.00	.00	.00	50,070.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999								
Services	5000-5999								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	.00	.00	.00	.00	.00	208,253.00
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 = 12, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE [ONLINE](#)

Fund 25 - Actuals through June		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	Total	Budget
Liabilities									
Accounts Payable	9500-9599							3,325.00-	
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	.00	3,325.00-	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		.00	.00	.00	.00	.00	.00	3,325.00-	
E. NET INCREASE/DECREASE									
B - C + D		.00	.00	.00	.00	.00	.00	3,325.00-	158,183.00-
F. ENDING CASH (A + E)		3,325.00-	3,325.00-	3,325.00-	3,325.00-	3,325.00-	3,325.00-		
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 35 - Actuals through June		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
A. BEGINNING CASH		9110	.00	.00	.00	.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	
C. DISBURSEMENTS									
Certificated Salaries		1000-1999							
Classified Salaries		2000-2999							
Employee Benefits		3000-3999							
Travel		4000-4999							
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									
TOTAL DISBURSEMENTS			.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	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 12, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 35 - Actuals through June		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
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	.00	.00	
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 35 - Actuals through June

Fiscal Year 2015/16

	Object	January	February	March	April	May	June	Total	Budget
A. BEGINNING CASH	9110	.00	.00	.00	.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								
Services	5000-5999								
Capital 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 = 12, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 35 - Actuals through June		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	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	.00	.00
F. ENDING CASH (A + E)		.00	.00	.00	.00	.00	.00		.00
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 56 - Actuals through June

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December	
A. BEGINNING CASH	9110		.00	.00	.00	.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								
Services	5000-5999								
Capital 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 = 12, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 56 - Actuals through June		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
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	.00	.00	
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 56 - Actuals through June		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	Total	Budget
A. BEGINNING CASH		9110	.00	.00	.00	.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	
C. DISBURSEMENTS									
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									
TOTAL DISBURSEMENTS			.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	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 12, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 56 - Actuals through June		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	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	.00	.00
F. ENDING CASH (A + E)		.00	.00	.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: Food Service Review Update

MEETING: August 12, 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:

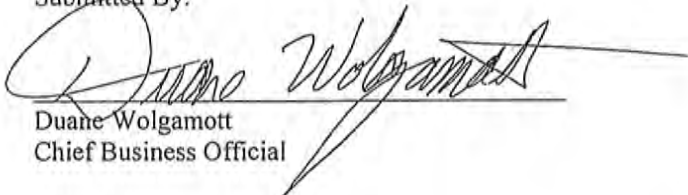
The District received several findings as part of the School Nutrition Program Review in the Spring of 2014-15.

See attached report from the Chief Business Official.

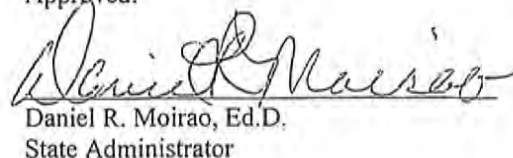
Recommendation:
Information Only

Fiscal Impact:
Potential Fiscal Actions from CDE for Fund 13.

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 Street, King City, CA 93930 • 831-385-0606 • FAX 831-385-0695

August 12, 2015

In the Spring of 2015, during a School Nutrition Program Review, the California Department of Education reviewed came up with several findings that the District is addressing.

The findings are in the following areas and the District actions being taken:

Applications for Free and Reduced Price Meals

Some applications had income amounts lined through by the applicants and the District is calling the applicants to verify that the application is correct. The District is retraining the Food Service staff on handling of applications and will also be having a second reviewer of all new applications (required by CDE).

Some application information was mis-entered into Food Service "Nutrikids" program. This caused students to be incorrectly classified as Free or Reduced Price meals. The District is correcting the identified errors. The District is retraining the Food Service staff on handling of applications and will also be having a second reviewer of all new applications (required by CDE). These errors may create a monetary penalty (correction) from CDE.

Food service at Portola Butler Continuation High School

The food service at PBHS was done by food being delivered to PBHS in a cart and students signing for the meals they received. This process was not monitored by site staff and student's meals that were claimed for reimbursement may be cause for monetary penalty (correction) from CDE.

Since the food was distributed at PBHS instead of the KCHS cafeteria, PBHS was required to have all the required signage of a food service location – which it did not.

To correct the above – the District will be having the PBHS students go to the KCHS cafeteria (with supervision) prior to the KCHS lunch period where all requirements will be met. If this not possible, the District will comply with all supervision and signage requirements of food service at PBHS.

Menu Dietary Compliance

The calorie total for the menu submitted was short the overall calorie requirements and the District has resubmitted a revised menu we will be using.



Duane Wolgamott
Chief Business Official

GREENFIELD High School
225 S. EL Camino Real
Greenfield, CA 93927
831-674-2751

KING CITY High School
720 Broadway Street
King City, CA 93930
831-385-5461

PORTOLA-BUTLER
Continuation High School
760 Broadway Street
King City, CA 93930

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

SUBJECT: Board Policies – First Reading

MEETING: August 12, 2015

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

-
- Improve/Sustain Student Achievement through CAASSP 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:

- E 0420.41 – Charter School Oversight (revised)
- BP 0460 – Local Control and Accountability Plan (revised)
- AR 0460 – Local Control and Accountability Plan (revised)
- BP 1350 – 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)


Recommendation:

No action is necessary at this time as this is a first reading. All suggested changes should be presented at this time so the policies can be approved at 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

Philosophy, Goals, Objectives and Comprehensive Plans

Charter School Oversight

REQUIREMENTS FOR CHARTER SCHOOLS

Charter schools are generally exempt from provisions of the Education Code unless they are expressly included in the law. However, charter schools are subject to the terms of their charters, any memorandum of understanding with their chartering authority, and other legal requirements including, but not limited to, requirements that each charter school:

1. Comply with the state and federal constitution and applicable federal laws
2. Comply with state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963
3. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)
4. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)
5. Not charge tuition (Education Code 47605)
6. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools
7. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)
8. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)
9. Serve students with disabilities in the same manner as such students are served in other public schools (Education Code 47646, 56145)
10. Admit all students who wish to attend the school, according to the following criteria and procedures:
 - a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area.

(Education Code 47605)

However, if a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing. However, preference shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)

c. Other admissions preferences may be established on an individual school basis as consistent with law.

11. If the school offers a kindergarten program, offer a transitional kindergarten program to eligible students who do not yet meet the age criterion for entry into kindergarten (Education Code 48000)

12. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)

13. If the school participates as a member of a special education local plan area (SELPA), comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)

~~***Note: Education Code 44691, as amended by AB 1432 (Ch. 797, Statutes of 2014), adds the following requirement for charter schools.***~~

14. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on their behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)

~~***Note: Education Code 44030.5 requires charter schools to report to the CTC any change in employment status due to an allegation of misconduct. See AR 4117.7/4317.7—Employment Status Reports for further information about these reports.***~~

15. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)

16. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)
17. Require its teachers of core academic subjects to satisfy requirements for "highly qualified teachers" as defined by the State Board of Education (SBE) (20 USC 6319; 34 CFR 300.18)
18. Not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law (Education Code 44830.1, 45122.1)
19. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
20. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)
21. If applicable, meet federal requirements for qualifications of paraprofessionals working in programs supported by Title I funds (20 USC 6319)
22. Meet all statewide standards and conduct the student assessments required by Education Code 60605 and 60851 and any other statewide standards or assessments applicable to noncharter public schools (Education Code 47605, 47612.5)
23. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 46201.2, 47612.5)
24. If the school provides independent study, meet the requirements of Education Code 51745-51749.3, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)
25. Identify and report to the State Administrator/Superintendent of Public Instruction (SPI) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)
26. If the school offers an athletic program, annually provide an information sheet about concussion and head injury to athletes and their parents/guardians before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider and receives

written clearance to return to the activity. (Education Code 49475)

27. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)

24. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

25. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

26. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the State Administrator/Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)

~~***Note: Education Code 69432.9, as amended by AB 2160 (Ch. 679, Statutes of 2014), adds the following requirement for charter schools that offer grade 12.***~~

27. Electronically submit the grade point average of all students in grade 12 to the Student Aid Commission each academic year for use in the Cal Grant program, after notifying the students and their parents/guardians as applicable, by October 15 of each year, of the opportunity to opt out of being deemed a Cal Grant applicant within a specified period of time of at least 30 days (Education Code 69432.9)

28. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)

a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.

b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

29. Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding the school's financial records (Education Code 47604.3)

30. Annually prepare and submit financial reports to the Governing Board and the County Superintendent of Schools in accordance with the following reporting cycle:

- a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
- b. By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the SBE template in accordance with Education Code 47606.5. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Education Code 47604.33, 47606.5)

When conducting this review, the governing body of the school may consider qualitative information including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card. The update shall be developed in consultation with teachers, principals, administrators, other school personnel, parents/guardians and students. (Education Code 47606.5)

- c. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
- d. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
- e. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
- f. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the state Controller and the California Department of Education. (Education Code 47605)

~~***Note: Education Code 49414, as amended by SB 1266 (Ch. 321, Statutes of 2014), adds the following requirement for charter schools. For further information, see AR 5141.21—Administering Medication and Monitoring Health Conditions.***~~

31. Ensure the availability and proper use of emergency epinephrine auto-injectors by: (Education Code 49414)

- a. **Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device**
- b. **Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive**
- c. **Providing defense and indemnification to volunteers for any and all civil liability from such administration**

(3/12) 10/13

Exhibit: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 12, 2015

Adopted:

King City, California

Philosophy, Goals, Objectives and Comprehensive Plans

Local Control And Accountability Plan

The Governing Board desires to ensure the most effective use of available state funding to improve outcomes for all students. A community-based, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions aligned with state and local priorities and to facilitate continuous improvement of district practices.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

The Board shall adopt a districtwide local control and accountability plan (LCAP), using the template provided by the State Board of Education, which addresses the state priorities specified in Education Code 52060. The LCAP shall be effective for three years and shall be updated on or before July 1 of each year. (Education Code 52060)

In addition, the LCAP shall address any local priorities adopted by the Board.

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" and other underperforming students.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth and are counted only once for purposes of the local control funding formula. (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

To minimize duplication of effort and provide clear direction for program implementation, the LCAP and other district and school plans shall be aligned to the extent possible.

(cf. 0400 - Comprehensive Plans)

(cf. 0440 - District Technology Plan)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5030 - Student Wellness)

(cf. 6171 - Title I Programs)

(cf. 7110 - Facilities Master Plan)

The State Administrator/Superintendent or designee shall review the single plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP or the annual update are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The State Administrator/State Administrator/Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the numbers of students in various student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

~~***Note: The district may expand the following paragraph to reflect district practice.***~~

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

(cf. 1220 - Citizen Advisory Committees)

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 6020 - Parent Involvement)

~~(cf. 1220 - Citizen Advisory Committees)~~

~~(cf. 4140/4240/4340 - Bargaining Units)~~

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

~~(cf. 6020 - Parent Involvement)~~

Public Review and Input

~~The Board shall establish the following committee(s) to review and comment on the LCAP: (Education Code 52063)~~

~~1. A parent advisory committee including at least one parent/guardian of unduplicated students as defined above~~

~~2. An English learner parent advisory committee whenever district enrollment includes at least 15 percent English learners and at least 50 students who are English learners~~

~~***Note: Pursuant to Education Code 52063 and 5 CCR 15495, as amended by Register 2015, No. 2, the Board is required to establish a parent advisory committee that is composed of a majority of parents/guardians and includes at least one parent/guardian of an unduplicated student. In addition, if district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board is required to establish an English learner parent advisory committee which, pursuant to 5 CCR 15495 as amended, must include a majority of parents/guardians of English learners. The district may use existing parent advisory committees for these purposes if the committee composition complies with Education Code 52063 and 5 CCR 15495. However, the district should consider whether such opportunities need to be expanded to achieve significant levels of stakeholder involvement in the planning process as intended by the law. ***~~

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parent/guardian of an unduplicated student as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

The State Administrator/Superintendent or designee shall present the LCAP or the annual update to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The State Administrator/Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP or the annual update to the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP or the annual update shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or the annual update. The public hearing shall be held at the same meeting as the public hearing required prior to the adoption of the district budget in accordance with Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

(cf. 9320 - Meetings and Notices)

Adoption of the Plan

Prior to adopting the district budget, but at the same public meeting, the Board shall adopt the LCAP or the annual update. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP or the annual update to the LCAP, the Board shall file the LCAP or the annual update with the County Superintendent of Schools. (Education Code 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP or the annual update, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

Monitoring Progress

The State Administrator/Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

Technical Assistance/Intervention

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities and review of effective, evidence-based programs that apply to the district's goals
2. Assistance from an academic expert, team of academic experts, or another district in the

county in identifying and implementing effective programs to improve the outcomes for student subgroups

3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:

1. Revision of the district's LCAP
2. Revision of the district's budget in accordance with changes in the LCAP
3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

Legal Reference:

EDUCATION CODE

17002 State School Building Lease-Purchase Law, including definition of good repair
41020 Audits
42127 Public hearing on budget adoption
42238.01-42238.07 Local control funding formula
44258.9 County superintendent review of teacher assignment
48985 Parental notices in languages other than English
51210 Course of study for grades 1-6
51220 Course of study for grades 7-12
52052 Academic Performance Index; numerically significant student subgroups
52060-52077 Local control and accountability plan
52302 Regional occupational centers and programs
52372.5 Linked learning pilot program
54692 Partnership academies
60119 Sufficiency of textbooks and instructional materials; hearing and resolution
60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission
60811.3 Assessment of language development
64001 Single plan for student achievement

99300-99301 Early Assessment Program
UNITED STATES CODE, TITLE 20

6312 Local educational agency plan
6826 Title III funds, local plans

Management Resources:

CSBA PUBLICATIONS

Impact of Local Control Funding Formula on Board Policies, November 2013

Local Control Funding Formula 2013, Governance Brief, August 2013

State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet,
August 2013

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

WEB SITES

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

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

10/13

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 12, 2015

Adopted:

King City, California

Philosophy, Goals, Objectives and Comprehensive Plans

Local Control And Accountability Plan

Content of the Plan

The district's local control and accountability plan (LCAP) shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth. The LCAP shall identify goals for each of the following state priorities:

a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3517 - Facilities Inspection)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Language Learners)

c. Parent/guardian involvement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6020 - Parent Involvement)

(cf. 6159 - Individualized Education Program)

(cf. 6173.1 - Education for Foster Youth)

d. Student achievement, as measured by all of the following as applicable:

(1) Statewide assessments of student achievement

(2) Academic Performance Index

(3) The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that satisfy specified requirements and align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692

(4) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency

(5) The English learner reclassification rate

(6) The percentage of students who have passed an advanced placement examination with a score of 3 or higher

(7) The percentage of students who participate in and demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301

(cf. 0500 - Accountability)

(cf. 6141.5 - Advanced Placement)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - Standardized Testing and Reporting Program)

(cf. 6178 - Career Technical Education)

e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable

(cf. 6146.1 - High School Graduation Requirements)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 5149 - At-Risk Students)

f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

(cf. 5137 - Positive School Climate)

(cf. 5144 - Discipline)

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

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

g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03

(cf. 6143 - Courses of Study)

h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

2. Any goals identified for any local priorities established by the Board.

(cf. 0200 - Goals for the School District)

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and State Administrator/Superintendent or designee shall identify the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on a school accountability report card. (Education Code 52060)

(cf. 0510 - School Accountability Report Card)

When the district expends supplemental and/or concentration funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. **Identify those services that are being funded and provided on a districtwide or schoolwide basis**
2. **Describe how services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas**
3. **If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory. (5 CCR 15496)**

Annual Updates

On or before July 1 of each year, the LCAP shall be updated using the template developed by the SBE and shall include all of the following: (Education Code 52061)

1. A review of any changes in the applicability of the goals described in the existing LCAP pursuant to the section "Content of the Plan" above
2. A review of the progress toward the goals included in the existing LCAP, an assessment of the effectiveness of the specific actions described in the existing LCAP toward achieving the goals, and a description of changes to the specific actions the district will make as a result of the review and assessment
3. A listing and description of the expenditures for the fiscal year implementing the specific actions included in the LCAP and the changes to the specific actions made as a result of the reviews and assessment required by items #1-2 above
4. A listing and description of expenditures for the fiscal year that will serve unduplicated students and students redesignated as fluent English proficient

Availability of the Plan

The State Administrator/Superintendent or designee shall post the LCAP and any updates or revisions to the LCAP on the district's web site. (Education Code 52065)

(cf. 1113 - District and School Web Sites)

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 12, 2015

Adopted:

King City, California

Community Relations

Visitors/Outsiders

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

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

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

(cf. 6116 - Classroom Interruptions)

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

(cf. 1112 - Media Relations)

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

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

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

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

Presence of Sex Offender on Campus

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

~~***Note: In addition, pursuant to Education Code 49091.10 and 51101, parents/guardians, including those who are required to register as sex offenders, have a prescribed right to be involved in the education of their children. Thus, the district must adopt measures that are effective in maintaining a safe school environment while avoiding a violation of the statutory rights of such parents/guardians.***~~

The principal shall indicate on the written permission the date(s) and times for which permission has been granted. (Penal Code 626.81)

Legal Reference:

EDUCATION CODE

32210 Willful disturbance of public school or meeting

32211 Threatened disruption or interference with classes; misdemeanor

32212 Classroom interruptions

35160 Authority of governing boards

35292 Visits to schools (board members)

49091.10 Parental right to inspect instructional materials and observe school activities

51101 Parent Rights Act of 2002

51512 Prohibited use of electronic listening or recording device

EVIDENCE CODE

1070 Refusal to disclose news source

LABOR CODE

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

PENAL CODE

290 Sex offenders

626-626.10 Schools

626.81 Misdemeanor for registered sex offender to come onto school grounds

627-627.10 Access to school premises, especially:

627.1 Definitions

627.2 Necessity of registration by outsider

627.7 Misdemeanors; punishment

COURT DECISIONS

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

ATTORNEY GENERAL OPINIONS

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

(10/96 7/10) 3/12

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 12, 2015

Adopted:

King City, California

Community Relations

USE OF SCHOOL FACILITIES

Application for Use of Facilities

Any person applying for the use of any school facility or ground on behalf of any society, group or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a statement of information indicating that the organization upholds the state and federal constitutions and does not intend to use school premises to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 38131, 32282)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination
7. A community youth center

(cf. 1020 - Youth Services)

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

The district may grant the use of school facilities on those days on which the public school is closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of the school facility for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco use

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 5131.6 - Alcohol and Other Drugs)

~~***Note: Pursuant to Business and Professions Code 25608, it is a misdemeanor to possess, consume, sell, give, or deliver any alcoholic beverage to any person in a school building or on school grounds unless a specified exception applies. AB 2073 (Ch. 235, Statutes of 2014) amended Business and Professions Code 25608 to add an exception for cases in which alcohol is served during a special event, pursuant to a license or permit obtained under the Alcohol Beverage Control Act, at district-owned facilities at a time when students are not present. For this purpose, "facilities" include, but are not limited to, office complexes, conference centers, or retreat facilities.***~~

~~***Note: The district should consult legal counsel and/or risk management personnel when determining whether to allow alcohol on district property pursuant to this exception. When a district allows the use of its facilities or grounds for events that may involve the serving or consumption of alcoholic beverages, it is recommended that rules and/or limitations be established to minimize risks to the district and attendees at such events (e.g., requiring security guards and/or additional insurance, limiting the presence of alcoholic beverages to designated areas, limiting the types of beverages and/or how many drinks can be served at a time, specifying the time period during which alcoholic beverages may be served). The following optional paragraphs may be revised to reflect any limitations imposed on the facility user.***~~

However, the State Administrator/Superintendent or designee may approve the use of district facilities for special events that may involve the acquisition, possession, use, or consumption of alcoholic beverages when the event is covered by a special events permit pursuant to Division 9 of the Business and Professions Code and will occur at a time when students are generally not on the school grounds. (Business and Professions Code 25608)

Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the State Administrator/Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

~~***Note: Districts may exclude certain facilities from community use for safety or security reasons. Such facilities might include (1) offices or computer rooms containing records and confidential information and (2) science rooms and other rooms containing hazardous chemicals or equipment that cannot be used safely without special knowledge or skills. The following paragraph is optional and may be revised to specify excluded facilities.***~~

The district may exclude certain school facilities from nonschool use for safety or security reasons.

Damage and Liability

~~***Note: Pursuant to Education Code 38134, a district is authorized to take the actions specified in the following optional paragraph when damage to school facilities or grounds occurs from use by a nonprofit group, organization, club, or association that promotes youth and school activities.***~~
Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

As permitted, the State Administrator/Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facility being used.

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: August 12, 2015
Adopted: King City, California

Business and Noninstructional Operations

CONTRACTS

~~***Note: Several statutes authorize the Governing Board to contract for services, equipment, materials, and supplies on behalf of the district. Such statutes include, but are not limited to, Education Code 17596 which allows a broad range of services to be performed under a "continuing contract" and Education Code 45103.5 which authorizes a contract for management consulting services relating to food service.***~~

~~***Note: Some contracts are subject to certain specific legal requirements which, if not complied with, may render the contract void or unenforceable. For instance, when contracting for the purchase of equipment, materials, or supplies in excess of the current bid limit (\$86,000 for 2015), the district must seek competitive bids, pursuant to Public Contract Code 20111. See sections below titled "Contracts for Non-nutritious Foods or Beverages," "Contracts for Electronic Products and Services," "Contracts for Digital Storage and Maintenance of Student Records," and "Contracts for Personal Services" for specific requirements and/or restrictions related to those contracts. The district should consult its legal counsel when questions arise about legal requirements for specific kinds of contract.***~~

The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.

(cf. 2121- Superintendent's Contract)
 (cf. 4312.1 - Contracts)
 (cf. 9124 - Attorney)

~~***Note: The following optional paragraph may be revised to specify any desired limits to this delegation of authority.***~~

The Board may, by a majority vote, delegate to the State Administrator/Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board.

(cf. 3300 - Expenditures and Purchases)
 (cf. 3314 - Payment for Goods and Services)

~~***Note: The following optional paragraph reflects the requirements of Education Code 35182.5 which are applicable to contracts for exclusive or nonexclusive advertising and sale of~~

~~carbonated beverages or non-nutritious foods or beverages. Though not required for all contracts, such requirements help to minimize public waste and ensure transparency in public contracting and should be adopted by the Board for other contracts. See "Contracts for Non-nutritious Foods or Beverages" below. ***~~

Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party.

(cf. 1340 - Access to District Records)

Contracts for Non-nutritious Foods or Beverages

~~***Note: Foods and beverages that do not meet nutritional standards specified in law may not be sold in schools except under limited circumstances; see BP/AR 3554—Other Food Sales. Schools that do not participate in the National School Lunch or Breakfast program are required to comply with the nutritional standards in Education Code 49431-49431.7 and 5 CCR 15500-15501 and 15575-15578 from one-half hour before the school day to one-half hour after it. Schools that participate in the National School Lunch or Breakfast program must comply with the stricter of the nutritional standards in 7 CFR 210.11 and 220.12 and Education Code 49431-49431.7 between midnight before and one-half hour after the end of the school day. ***~~

The district shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sale will occur off campus or outside the time restriction specified in the applicable law.

(cf. 3554 - Other Food Sales)

(cf. 3555 - Nutrition Program Compliance)

~~***Note: Pursuant to Education Code 35182.5, the district may not enter into a contract that grants exclusive or nonexclusive sales or advertising for carbonated beverages, non-nutritious beverages, or non-nutritious foods unless the Board holds a public hearing and, as mandated, adopts a policy that ensures that internal controls are in place to protect the integrity of public funds, that the funds raised will benefit public education, and that the contracts are entered into on a competitive basis. ***~~

~~Before the district enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)~~

~~***Note: Education Code 35182.5 does not define the term "internal controls." Items #1-2 below~~

are based on suggested "internal controls" as recommended by the California Association of School Business Officials (CASBO), and should be modified to reflect the specific internal controls developed by the district. ***

The Superintendent or designee may enter into contracts on behalf of the district. All contracts must be approved and/or ratified by the Board. (Education Code 17604)

(ef. 3300—Expenditures and Purchases)
(ef. 3314—Payment for Goods and Services)
(ef. 3400—Management of District Assets/Accounts)

All contracts between the district and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee.

(ef. 2121—Superintendent's Contract)
(ef. 4312.1—Contracts)
(ef. 9124—Attorney)

When required by law, contracts and subcontracts made by the district for public works or for goods or services shall contain a nondiscrimination clause prohibiting discrimination by contractors or subcontractors. The nondiscrimination clause shall contain a provision requiring contractors and subcontractors to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement. (Government Code 12990)

(ef. 0410—Nondiscrimination in District Programs and Activities)

The district shall not enter into a contract that prohibits a school employee from disparaging the goods or services of the contracting party. (Education Code 35182.5)

Contracts for Non-Nutritious Foods or Beverages

Effective July 1, 2007, the district or a district school shall not enter into or renew a contract for the sale of foods that do not meet the nutritional standards specified in Education Code 49431 or 49431.2 unless the contract specifies that such sales will occur later than one-half hour after the end of the school day and/or off school premises. (Education Code 49431, 49431.2)

(ef. 3554—Other Food Sales)

In accordance with the dates specified in law, the district or a district school shall not enter into or renew a contract for the sale of beverages that do not meet the nutritional standards in Education Code 49431.5 unless the contract specifies that such sales will occur later than one-half hour after the end of the school day and/or off school premises.

~~Before the district or a district school enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious food as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)~~

The State Administrator/Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include but not be limited to the following:

1. Control procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.

(cf. 3100 - Budget)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

In addition, the contract may specify whether contractor logos are permitted on district facilities, including but not limited to scoreboards and other equipment. If such logos are permitted, the contractor shall present the equipment to the Board as a gift. The gift may be accepted by the Board in accordance with Board policy and administrative regulation.

(cf. 3290 - Gifts, Grants and Bequest)

To ensure that funds raised by the contract benefit district schools and students:

1. The State Administrator/Superintendent or designee may involve parents/guardians, students, staff, and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education.

(cf. 1220 - Citizen Advisory Committees)

2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals.

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)

3. The contract shall specify that the contractor report, on a quarterly basis, to the State Administrator/State Administrator/Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. The State Administrator/Superintendent or designee shall report these amounts to the Board on a regular basis.
4. The State Administrator/Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fund-raising activities.

(cf. 1230 - School-Connected Organizations)
(cf. 1321 - Solicitation of Funds from and by Students)

The contract shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

(cf. 3311 - Bids)

~~***Note: Education Code 35182.5 mandates that Board policy ensure that the contract is entered into on a competitive basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. Public Contract Code 20111 requires districts to seek competitive bids through advertisements for contracts for services exceeding an amount specified in law. For a detailed procedure for the bidding of contracts, see AR 3311 - Bids.***~~

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

(cf. 3311 - Bids)

The Board shall not enter into or renew a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious food until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled board meeting or as otherwise authorized by Education Code 35182.5. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5)

(cf. 9322 - Agendas/Meeting Materials)
(cf. 9323 - Meeting Conduct)

The public hearing shall include but not be limited to a discussion of the nutritional value of food and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the food and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

(cf. 5030 - Student Wellness)

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

(cf. 1340 - Access to District Records)

Contracts for Electronic Products or Services

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board.

(cf. 9320 - Meetings and Notices)

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.

(cf. 0440 - District Technology Plan)

3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.

(cf. 1325 - Advertising and Promotion)

4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.
5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. Any request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

Contracts for Digital Storage and Maintenance of Student Records

~~***Note: Pursuant to Education Code 49073.1, as added by AB 1584 (Ch. 800, Statutes of 2014), the Board is mandated to adopt a policy when the district chooses to enter into a contract~~

~~with a third party to provide services specified in the following section.***~~

~~***Note: If the district has a contract in effect prior to January 1, 2015, the requirements of Education Code 49073.1 will not become effective until the expiration, amendment, or renewal of the existing contract.***~~

The district may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the district that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other district employee, and do not include de-identified information. (Education Code 49073.1)

(cf. 5125 - Student Records)

Any such contract shall contain all of the following: (Education Code 49073.1)

- 1. A statement that student records continue to be the property of and under the control of the district**
- 2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account**
- 3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract**
- 4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information**
- 5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records**
- 6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records**
- 7. A certification that a student's records shall not be retained or available to the third**

party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content

8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g

9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising

Contracts for Personal Services

~~***Note: The following optional paragraph is applicable when the district chooses to contract for personal services that are currently or customarily performed by its classified employees. Pursuant to Education Code 45103.1, such a contract may be entered into or renewed by the district in order to achieve cost savings, but only if the contract (1) is awarded through a publicized, competitive bidding process; (2) does not result in displacement of district employees (layoff, demotion, involuntary transfer to a new classification, etc.); and (3) meets other specified conditions.***~~

In order to achieve cost savings, the district may enter into or renew a contract for any personal service that is currently or customarily performed by classified employees, if the contract does not displace school district employees and meets other conditions specified in Education Code 45103.1. To enter into or renew such a contract, the Board shall ensure that the district meets the numerous conditions specified in Education Code 45103.1.

(cf. 4200 - Classified Personnel)

~~***Note: Education Code 45103.1 also permits personal service contracts that do not meet the conditions specified in the paragraph above in the circumstances as listed below.***~~

**In addition, the district may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exists:
(Education Code 45103.1)**

- 1. The contract is for new district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.**
- 2. The services contracted are not available within the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district.**

3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
4. The district's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary district hiring process.
5. The nature of the work is such that the criteria for emergency appointments, as defined in Education Code 45103.1, apply.
6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the district in the location where the services are to be performed.
7. The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the district's regular or ordinary hiring process would frustrate their very purpose.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

14505 Provisions required in contracts for audits

17595-17606 Contracts

35182.5 Contract prohibitions

45103.1 Personal services contracts

45103.5 Contracts for management consulting service related to food service

49073.1 Contract requirements for digital storage, maintenance and retrieval of student records

49431-49431.7 Nutritional standards

CODE OF CIVIL PROCEDURE

685.010 Rate of interest

GOVERNMENT CODE

12990 Nondiscrimination and compliance employment programs

53260 Contract provision re maximum cash settlement

53262 Ratification of contracts with administrative officers

LABOR CODE

1775 Penalties for violations

1810-1813 Working hours

PUBLIC CONTRACT CODE

4100-4114 Subletting and subcontracting fair practices

7104 Contracts for excavations; discovery of hazardous waste

7106 Noncollusion affidavit

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
20104.50 Construction Progress Payments
22300 Performance retentions
CODE OF REGULATIONS, TITLE 5
15500 Food sales by student organizations
15501 Sales in high schools and junior high schools
15575-15578 Food and beverage requirements outside of the federal school meal programs
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX, discrimination
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch Program
220.1-220.21 National School Breakfast Program

Management Resources:

CSBA PUBLICATIONS

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

(11/03 11/05) 4/15

Legal Reference:

EDUCATION CODE

~~200-262.4 Prohibition of discrimination on the basis of sex~~

~~14505 Provisions required in contracts for audits~~

~~17595-17606 Contracts~~

~~35182.5 Contract prohibitions~~

~~45103.5 Contracts for management consulting service related to food service~~

~~49431-49431.5 Nutritional standards~~

CODE OF CIVIL PROCEDURE

~~685.010 Rate of interest~~

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PUBLIC CONTRACT CODE

4100-4114 Subletting and subcontracting fair practices

7104 Contracts for excavations; discovery of hazardous waste

7106 Noncollusion affidavit

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20104.50 Construction Progress Payments

22300 Performance retentions

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, discrimination

Management Resources:

CSBA PUBLICATIONS

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

(11/99-11/03) 11/05

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

First reading: August 12, 2015

Adopted:

King City, California

Business and Noninstructional Operations

Integrated Pest Management

Definition

Integrated Pest Management (IPM) means a strategy that focuses on long-term prevention or suppression of pest problems through a combination of techniques such as monitoring for pest presence and establishing treatment threshold levels, using nonchemical practices to make the habitat less conducive to pest development, improving sanitation, and employing mechanical and physical controls. Pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment are used only after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds. (Food and Agricultural Code 13181)

Procedures

~~The State Administrator/Superintendent or designee shall designate a staff person to develop, implement, and coordinate an IPM program that incorporates effective, least-toxic pest management practices. The district's program shall include the following elements:~~

- ~~1. — Carefully monitoring and identifying the pest population levels and identifying practices that could affect pest populations. Strategies for managing the pest shall be influenced by the pest species and whether that species poses a threat to people, property, or the environment.~~
- ~~2. — Setting action threshold levels to determine when pest populations or vegetation at a specific location might cause unacceptable health or economic hazard that would indicate corrective action should be taken.~~
- ~~3. — Modifying or eliminating pest habitats to deter pest populations and minimize pest infestations.~~
- ~~4. — Considering a full range of possible alternative treatments. Such alternative treatments may include taking no action or controlling the pest by physical, horticultural, or biological methods. Cost or staffing considerations alone will not be adequate justification for use of chemical control agents.~~
- ~~5. — Selecting nonchemical pest management methods over chemical methods whenever such methods are effective in providing the desired control or, when it is determined that chemical methods must be used, giving preference to those chemicals~~

~~that pose the least hazard to people and the environment.~~

~~6. — Ensuring that persons applying pesticides follow label precautions and are trained in the principles and practices of IPM.~~

~~(cf. 4231—Staff Development)~~

~~7. — Limiting pesticide purchases to amounts needed for the year. Pesticides shall be stored at a secure location that is not accessible to students and unauthorized staff. They shall be stored and disposed of in accordance with state regulations and label directions registered with the U.S. Environmental Protection Agency (EPA) as well as any disposal requirements indicated on the product label.~~

~~(cf. 3514.1—Hazardous Substances)~~

Prohibited Pesticides

~~The IPM Coordinator shall not use a pesticide on a school site if that pesticide has been granted a conditional or interim registration or an experimental use permit by the California Department of Pesticide Regulation (DPR) or if the pesticide is subject to an experimental registration issued by the EPA and either of the following conditions exists:~~

~~(Education Code 17610.1)~~

~~1. — The pesticide contains a new active ingredient.~~

~~2. — The pesticide is for new use.~~

~~In addition, the IPM Coordinator shall not use a pesticide on a school site if DPR cancels or suspends registration or requires that the pesticide be phased out from use. (Education Code 17610.1)~~

Notifications

~~The IPM Coordinator shall annually notify staff and parents/guardians of students enrolled at a school site, in writing, regarding pesticide products expected to be applied at the school facility in the upcoming year. The notification shall include at least the following: (Education Code 17612)~~

~~1. — The Internet address (<http://www.schoolipm.info>) used to access information on pesticides and pesticide use reduction developed by the DPR pursuant to Food and Agricultural Code 13184.~~

~~2. — The name of each pesticide product expected to be applied in the upcoming year.~~

and the active ingredient(s) in it.

3. — An opportunity for interested persons to register to receive notification of individual pesticide application at the school site. The IPM Coordinator shall notify such registered persons of individual pesticide applications at least 72 hours prior to the application. The notice shall include the product name, the active ingredient(s) in the product, and the intended date of application.

4. — Other information deemed necessary by the Superintendent or IPM Coordinator:

(cf. 1312.4 — Williams Uniform Complaint Procedures)

(cf. 3517 — Facilities Inspection)

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

(cf. 5145.6 — Parental Notifications)

If a pesticide product not included in the annual notification is subsequently intended for use at a school site, the IPM Coordinator shall provide written notification of its intended use to staff and parents/guardians of students enrolled at the school, at least 72 hours prior to the application. (Education Code 17612)

Whenever the IPM Coordinator deems that the immediate use of a pesticide is necessary to protect the health and safety of students, staff, or other persons at the school site, he/she shall make every effort to provide the required notifications prior to the application of the pesticide. (Education Code 17612)

(cf. 3514 — Environmental Safety)

Posting of Warning Signs

The IPM Coordinator shall post a warning sign at each area of the school site where pesticides will be applied that shall be visible to all persons entering the treated area. The sign shall be posted at least 24 hours prior to the application and until 72 hours after the application. The warning sign shall display the following information: (Education Code 17612)

1. — The term "Warning/Pesticide Treated Area"

2. — The product name, manufacturer's name, and the EPA's product registration number

3. — Intended areas and dates of application

4. — Reason for the pesticide application

~~When advance posting is not possible due to an emergency condition requiring immediate use of a pesticide, the warning sign shall be posted immediately upon application and shall remain posted until 72 hours after the application. (Education Code 17609, 17612)~~

Records

~~Each school site shall maintain records of all pesticide use at the school for four years, and shall make the information available to the public, upon request, in accordance with the California Public Records Act. Such records may be maintained by retaining a copy of the warning sign posted for each pesticide application with a recording on that copy of the amount of the pesticide used. (Education Code 17611)~~

~~(cf. 1340—Access to District Records)~~

~~(cf. 3580—District Records)~~

Legal Reference:

EDUCATION CODE

~~17366 Legislative intent (fitness of buildings for occupancy)~~

~~17608-17613 Healthy Schools Act of 2000~~

~~48980 Notice at beginning of term~~

~~48980.3 Notification of pesticides~~

FOOD AND AGRICULTURAL CODE

~~11401-12408 Pest control operations and agricultural chemicals~~

~~13180-13188 Healthy Schools Act of 2000~~

GOVERNMENT CODE

~~3543.2 Scope of representation; right to negotiate safety conditions~~

~~6250-6270 California Public Records Act~~

CODE OF REGULATIONS, TITLE 8

~~340-340.2 Employer's obligation to provide safety information~~

UNITED STATES CODE, TITLE 7

~~136-136y Insecticide, Fungicide and Rodenticide Act~~

Management Resources:

U.S. ENVIRONMENTAL PROTECTION AGENCY

~~Pest Control in the School Environment: Adopting Integrated Pest Management, 1993~~

WEB SITES

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

~~California Department of Pesticide Regulation, School IPM: <http://schoolipm.info>~~

~~U.S. Environmental Protection Agency, Integrated Pest Management at Schools:~~

~~<http://www.epa.gov/pesticides/ipm>~~

~~(7/01) 3/06~~

~~***Note: Education Code 17608-17614 encourage the use of effective, least toxic pest management practices for the control and management of pests on district properties and require the identification of an integrated pest management (IPM) coordinator and/or school site designee to carry out program requirements.***~~

~~***Note: The California Department of Pesticide Regulation (DPR) has established an IPM program for use by school districts, including a model program guidebook, a template for an IPM plan, and a web site containing a comprehensive directory of resources describing and promoting the use of IPM practices.***~~

The State Administrator/Superintendent or designee shall designate an employee at the district office and/or school site to develop, implement, and coordinate an integrated pest management (IPM) program that incorporates effective, least toxic pest management practices. The IPM coordinator shall prepare and regularly update a districtwide or school site IPM plan based on the template provided by the California Department of Pesticide Regulation (DPR).

Integrated pest management means a strategy that focuses on long-term prevention or suppression of pest problems through a combination of techniques such as monitoring for pest presence and establishing treatment threshold levels, using nonchemical practices to make the habitat less conducive to pest development, improving sanitation, and employing mechanical and physical controls. Pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment are used only after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds. (Education Code 17609; Food and Agricultural Code 13181)

~~***Note: Pursuant to Education Code 17610.5, certain pesticides are exempt from the notification, recordkeeping, and reporting requirements of Education Code 17611 and 17612. The exempted products are listed in 3 CCR 6147.***~~

The IPM plan and this administrative regulation shall not apply to reduced-risk pesticides, including self-contained baits or traps, gels or pastes used for crack and crevice treatments, antimicrobials, and pesticides exempt from registration by law. (Education Code 17610.5; 3 CCR 6147)

~~***Note: Education Code 17610.1 prohibits districts from using certain pesticides identified by the DPR or U.S. Environmental Protection Agency (EPA) that have been granted only a conditional or interim registration or an experimental use permit, have had their registration cancelled or suspended, or are being phased out of use. A list of pesticides prohibited for use on school sites by Education Code 17610.1 can be found on DPR's web site.***~~

The IPM coordinator shall not use any pesticide that is prohibited by DPR or the U.S. Environmental Protection Agency, as listed on the DPR web site. (Education Code 17610.1)

Program Components

~~***Note: The following section reflects IPM measures recommended by DPR in its California School IPM Model Program Guidebook and the EPA and should be modified to reflect district practice.***~~

The district's program shall include, but not necessarily be limited to, the following components:

1. Identifying and monitoring pest population levels and identifying practices that could affect pest populations. Strategies for managing the pest shall be influenced by the pest species and whether that species poses a threat to people, property, or the environment.
2. Setting action threshold levels to determine when pest populations or vegetation at a specific location might cause unacceptable health or economic hazards that would indicate corrective action should be taken.
3. Modifying or eliminating pest habitats to deter pest populations and minimize pest infestations.
4. Considering a full range of possible alternative cost-effective treatments. Such alternative treatments may include taking no action or controlling the pest by physical, horticultural, or biological methods. Cost or staffing considerations alone will not be adequate justification for the use of chemical control agents.
5. Selecting nonchemical pest management methods over chemical methods whenever such methods are effective in providing the desired control or, when it is determined that chemical methods must be used, giving preference to those chemicals that pose the least hazardous effects to people and the environment.
6. Limiting pesticide purchases to amounts needed for the year. Pesticides shall be stored at a secure location that is not accessible to students and unauthorized staff. They shall be stored and disposed of in accordance with state regulations and label directions registered with the EPA as well as any disposal requirements indicated on the product label.

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

7. **Informing parents/guardians and employees regarding pesticide use as described in the sections "Notifications" and "Warning Signs" below.**
8. **Ensuring that persons applying pesticides follow label precautions and are sufficiently trained in the principles and practices of IPM.**

(cf. 4231 - Staff Development)

~~***Note: SB 1405 (Ch. 848, Statutes of 2014) added Education Code 17614 and Food and Agricultural Code 13186.5 to require that, beginning July 1, 2016, the IPM coordinator and any employee or contractor who intends to apply a pesticide at a school site must annually complete a DPR-approved training course.***~~

Beginning July 1, 2016, the IPM coordinator and any employee or contractor who intends to apply a pesticide at a school site shall annually complete a DPR-approved training course on IPM and the safe use of pesticides in relation to the unique nature of school sites and children's health. (Education Code 17614; Food and Agricultural Code 13186.5)

Notifications

~~***Note: Education Code 17612 requires the district to annually issue a written notification to employees and parents/guardians containing the information specified in items #1-6 below; see E 4112.9/4212.9/4312.9 - Employee Notifications and E 5145.6 - Parental Notifications. A sample notification is available on the DPR web site. Education Code 17612 clarifies that the district is not required to issue the notice through first class mail unless no other method is feasible. Pursuant to Education Code 17612 and 48980.3, the district may satisfy this requirement by including the notification in its annual parental notification.***~~

Staff and parents/guardians of students enrolled at a school site shall be annually notified, in writing, regarding pesticide products expected to be applied at the school site in the upcoming year. The notification shall include at least the following: (Education Code 17612)

1. **The name of each pesticide product expected to be applied in the upcoming year and the active ingredient(s) in it**
2. **The Internet address (<http://www.cdpr.ca.gov/schoolipm>) used to access information on pesticides and pesticide use reduction developed by the DPR pursuant to Food and Agricultural Code 13184**

~~***Note: As amended by SB 1405 (Ch. 848, Statutes of 2014), Education Code 17612 requires the notification to include the information specified in items #3-4 below.***~~

3. If the school has posted its IPM plan, the Internet address where the plan may be found
4. The opportunity to view a copy of the IPM plan in the school office
5. An opportunity for interested persons to register to receive prior notification of each application of a pesticide at the school site
6. Other information deemed necessary by the IPM coordinator

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3517 - Facilities Inspection)

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

(cf. 5145.6 - Parental Notifications)

Whenever a person registers to receive notice of individual pesticide application pursuant to item #5 above, the IPM coordinator shall notify such registered persons of individual pesticide applications at least 72 hours prior to the application. The notice shall include the product name, the active ingredient(s) in the product, and the intended date of application. (Education Code 17612)

If a pesticide product not included in the annual notification is subsequently intended for use at a school site, the IPM coordinator shall provide written notification of its intended use to staff and parents/guardians of students enrolled at the school, at least 72 hours prior to the application. (Education Code 17612)

~~***Note: Pursuant to Education Code 17611.5, as added by SB 1405 (Ch. 848, Statutes of 2014), whenever a school chooses to use a pesticide that is not exempted under Education Code 17610.5, the IPM plan must be posted on the school web site or, if the school does not have a web site, then on the district web site. If neither the school nor district has a web site, then the plan must be included in the annual parental notification issued pursuant to Education Code 17612 as described above. The following paragraph may be revised to reflect district practice.***~~

If a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5, it shall post the school or district IPM plan on the school's web site or, if the school does not have a web site, then on the district web site. If neither the school nor district has a web site, then the IPM plan shall be included with the annual notification sent to staff and parents/guardians pursuant to Education Code 17612 as described above. The plan shall include the name of the school designee or IPM coordinator, the pesticides applied at the school site by school or district employees and hired pest control applicators, and a date when the plan shall be reviewed and updated as necessary. When not required, the IPM coordinator may post or distribute the IPM plan at his/her discretion. (Education Code 17611.5)

~~***Note: Education Code 17612 exempts emergency conditions from strict compliance with the notification requirements. However, the IPM coordinator must make every effort to provide the required notification for an application of a pesticide under emergency conditions.***~~

Whenever the IPM coordinator deems that the immediate use of a pesticide is necessary to protect the health and safety of students, staff, or other persons at the school site, he/she shall make every effort to provide the required notifications prior to the application of the pesticide. (Education Code 17612)

Warning Signs

~~***Note: Education Code 17612 requires posting of a warning sign in each area of a school site where pesticides will be applied. A sample warning sign can be found on the DPR web site.***~~

The IPM coordinator shall post a warning sign at each area of the school site where pesticides will be applied that shall be visible to all persons entering the treated area. The sign shall be posted at least 24 hours prior to the application and shall remain posted until 72 hours after the application. The warning sign shall prominently display the following information: (Education Code 17612)

- 1. The term "Warning/Pesticide Treated Area"**
- 2. The product name, manufacturer's name, and the EPA's product registration number**
- 3. Intended areas and dates of application.**
- 4. Reason for the pesticide application**

When advance posting is not possible due to an emergency condition requiring immediate use of a pesticide, the warning sign shall be posted immediately upon application and shall remain posted until 72 hours after the application. (Education Code 17609, 17612)

Records

~~***Note: Food and Agricultural Code 13186 requires pest control operators to report the use of pesticides at a school site to the county agricultural commissioner or director. Pursuant to Education Code 17611, as amended by SB 1405 (Ch. 848, Statutes of 2014), any pesticide use that is not included in the report submitted pursuant to Food and Agricultural Code 13186 must be reported to the DPR by the school designee as provided below. The form that must be used for this report is available on DPR's web site.***~~

At the end of each calendar year, the IPM coordinator shall submit to the DPR, on a form provided by the DPR, a copy of the records of all pesticide use at the school site for that year, excluding any pesticides exempted by law and any pesticide use reported by the pest control operator pursuant to Food and Agricultural Code 13186. The IPM coordinator may submit more frequent reports at his/her discretion. (Education Code 17611)

Each school site shall maintain records of all pesticide use at the school for four years, and shall make the information available to the public, upon request, in accordance with the California Public Records Act. Such records may be maintained by retaining a copy of the warning sign posted for each pesticide application with a recording on that copy of the amount of the pesticide used. (Education Code 17611)

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

Legal Reference:

BUSINESS AND PROFESSIONS CODE

8593.2 Licensed pest control operators; training requirements

EDUCATION CODE

17366 Legislative intent (fitness of buildings for occupancy)

17608-17614 Healthy Schools Act of 2000

48980 Notice at beginning of term

48980.3 Notification of pesticides

FOOD AND AGRICULTURAL CODE

11401-12408 Pest control operations and agricultural chemicals

13180-13188 Healthy Schools Act of 2000

GOVERNMENT CODE

3543.2 Scope of representation; right to negotiate safety conditions

6250-6270 California Public Records Act

CODE OF REGULATIONS, TITLE 3

6147 Pesticides exempted from registration requirements

CODE OF REGULATIONS, TITLE 8

340-340.2 Employer's obligation to provide safety information

UNITED STATES CODE, TITLE 7

136-136y Insecticide, Fungicide and Rodenticide Act

Management Resources:

**CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
PUBLICATIONS**

California School IPM Model Program Guidebook

U.S. ENVIRONMENTAL PROTECTION AGENCY

**Protecting Children in Schools from Pests and Pesticides, 2002
Pest Control in the School Environment: Adopting Integrated Pest Management,
1993**

WEB SITES

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

California Department of Pesticide Regulation, School IPM:

<http://www.cdpr.ca.gov/schoolipm>

U.S. Environmental Protection Agency, Integrated Pest Management at Schools:

<http://www.epa.gov/pesticides/ipm>

(7/01 3/06) 4/15

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 12, 2015

Adopted:

King City, CA

Business and Noninstructional Operations

Food Service/Child Nutrition Program

The Governing Board recognizes that adequate, nourishing food is essential to student health, development, and ability to learn. The State Administrator/Superintendent or designee shall develop strategies to increase students' access to the district's food service programs and to maximize their participation in available programs.

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease

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

2. Meet or exceed nutrition standards specified in law and administrative regulation

(cf. 3552 - Summer Meal Program)

(cf. 3554 - Other Food Sales)

(cf. 5030 - Student Wellness)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
4. Be served in age-appropriate portions
5. Be available to students who meet federal eligibility criteria at no cost or at reduced prices, and to other students at reasonable prices

(cf. 3551 - Food Service Operations/Cafeteria Fund)

(cf. 3553 - Free and Reduced Price Meals)

The district's food service program shall give priority to serving unprocessed foods and fresh fruits and vegetables.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals and to support the district's nutrition education program.

(cf. 6142.8 - Comprehensive Health Education)

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The State Administrator/Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

The Board desires to provide students with adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to encourage participation in school meal programs.

The State Administrator/Superintendent or designee shall periodically review the adequacy of school facilities for cafeteria eating and food preparation.

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3517- Facilities Inspection)

(cf. 7110 - Facilities Master Plan)

In accordance with law, the State Administrator/Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation process, from receiving to service.

~~The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food services program meets state and federal nutrition standards for foods and beverages.~~

~~*(cf. 0500 - Accountability)*~~

~~*(cf. 3555 - Nutrition Program Compliance)*~~

The State Administrator/Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food services program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas as required by the CDE.

(cf. 0500 - Accountability)

(cf. 3555 - Nutrition Program Compliance)

Legal Reference:

EDUCATION CODE

35182.5 Contracts, non-nutritious beverages
38080-38103 Cafeteria, establishment and use
45103.5 Contracts for management consulting services; restrictions
49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act
49540-49546 Child care food program
49547-49548.3 Comprehensive nutrition services
49550-49562 Meals for needy students
49570 National School Lunch Act
51795-51797 School gardens

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code
CODE OF REGULATIONS, TITLE 5
15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs
15575-15578 Requirements for foods and beverages outside federal meal programs
UNITED STATES CODE, TITLE 42
1751-1769j National School Lunch Program, including:
1758b Local wellness policy
1761 Summer Food Service Program and Seamless Summer Feeding Option
1769a Fresh Fruit and Vegetable Program
1771-1793 Child nutrition, especially:
1772 Special Milk Program
1773 National School Breakfast Program
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch Program
215.1-215.18 Special Milk Program
220.1-220.21 National School Breakfast Program
245.1-245.13 Eligibility for free and reduced-price meals and free milk

Management Resources:

CSBA PUBLICATIONS

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

School Meals Initiative Summary

Healthy Children Ready to Learn, January 2005

CALIFORNIA PROJECT LEAN PUBLICATIONS

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

School Breakfast Toolkit

Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010

Food Buying Guide for Child Nutrition Programs, December 2007

Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005

Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005

Dietary Guidelines for Americans, 2005

WEB SITES

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

California Department of Education, Nutrition Services Division:

<http://www.cde.ca.gov/ls/nu>

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

California Farm Bureau Federation: <http://www.cfbf.com>

California Food Policy Advocates: <http://www.cfpa.net>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

California School Nutrition Association: <http://www.calsna.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

National Alliance for Nutrition and Activity:

<http://www.cspinet.org/nutritionpolicy/nana.html>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/fns>
(11/05 11/07) 3/11

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 12, 2015

Adopted:

King City, California

Personnel

Nondiscrimination In Employment

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

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

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

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

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 5145.7 - Sexual Harassment)

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

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

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

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

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

The following position is designated as Coordinator for Nondiscrimination in Employment:

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

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

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

(cf. 4031 - Complaints Concerning Discrimination in Employment)

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

Training and Notifications

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

(cf. 4131- Staff Development)

(cf. 4231- Staff Development)

(cf. 4331- Staff Development)

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

~~Rationale: Not appropriate to post BP 4030 in student government meeting rooms. The nondiscrimination policy that should be posted in student government meeting rooms is BP 0410—Nondiscrimination in District Programs and Activities.~~

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

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

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination
12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

7287.6 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

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

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863

Shephard v. Loyola Marymount, (2002) 102 Cal.App.4th 837

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

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

Notice of Non-Discrimination, August 2010

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

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

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

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>
(11/03 3/10) 3/12

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: August 12, 2015
Adopted: King City, California

Students

Parent Rights And Responsibilities

Parent/Guardian Rights

The rights of parents/guardians of district students include, but are not limited to, the following:

1. To observe, within a reasonable period of time after making the request, the classroom(s) in which their child is enrolled or for the purpose of selecting the school in which their child will be enrolled (Education Code 51101)

Parents/guardians may observe instructional and other school activities that involve their child in accordance with Board policy and administrative regulations adopted to ensure the safety of students and staff, prevent undue interference with instruction or harassment of school staff, and provide reasonable accommodation to parents/guardians. Upon written request by a parent/guardian, the State Administrator/Superintendent or designee shall arrange for parental observation of a class or activity in a reasonable time frame and in accordance with Board policy and administrative regulations. (Education Code 49091.10)

(cf. 3515.2 – Disruptions)

(cf. 6116 - Classroom Interruptions)

2. To meet, within a reasonable time of their request, with their child's teacher(s) and the principal (Education Code 51101)
3. Under the supervision of district employees, to volunteer their time and resources for the improvement of school facilities and school programs, including, but not limited to, providing assistance in the classroom with the approval, and under the direct supervision, of the teacher (Education Code 51101)
4. To be notified on a timely basis if their child is absent from school without permission (Education Code 51101)

(cf. 5113 - Absences and Excuses)

5. To receive the results of their child's performance and the school's performance on standardized tests and statewide tests (Education Code 51101)

For parents/guardians of English learners, this right shall include the right to receive the results of their child's performance on the English language development test. (Education Code 51101.1)

(cf. 0500 - Accountability)

(cf. 0510 - School Accountability Report Card)
(cf. 0520.1 - High Priority Schools Grant Program)
(cf. 6162.51 - Standardized Testing and Reporting Program)
(cf. 6162.52 - High School Exit Examination)
(cf. 6174 - Education for English Language Learners)

6. To request a particular school for their child and to receive a response from the district
(Education Code 51101)

(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)

7. To have a school environment for their child that is safe and supportive of learning
(Education Code 51101)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515 - Campus Security)
(cf. 5131 - Conduct)
(cf. 5137 - Positive School Climate)
(cf. 5142 - Safety)

8. To examine the curriculum materials of the class(es) in which their child is enrolled
(Education Code 51101; 20 USC 1232h)

~~***Note: 20 USC 1232h, the Protection of Pupil Rights Act (PPRA), mandates that any district receiving funds from a program administered by the U.S. Department of Education adopt a policy regarding, among other things, the right of parents to inspect instructional materials. See BP/AR 5022—Student and Family Privacy Rights for language implementing this mandate.***~~

Parents/guardians may inspect, in a reasonable time frame, all primary supplemental instructional materials and assessments stored by the classroom teacher, including textbooks, teacher's manuals, films, **(tapes) audio and video recordings, and tapes and software.** (Education Code 49091.10)

Each school site shall make available to parents/guardians and others, upon request, a copy of the prospectus for each course, including the titles, descriptions and instructional aims of the course. (Education Code 49091.14)

The school may charge an amount not to exceed the cost of duplication. (Education Code 49091.14)

(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)

9. To be informed of their child's progress in school and of the appropriate school personnel whom they should contact if problems arise with their child (Education Code 51101)

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6020 - Parent Involvement)

10. For parents/guardians of English learners, to support their child's advancement toward literacy (Education Code 51101.1)

The State Administrator/Superintendent or designee may make available, to the extent possible, surplus or undistributed instructional materials to parents/guardians pursuant to Education Code 60510. (Education Code 51101.1)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

11. For parents/guardians of English learners, to be informed, through the school accountability report card, about statewide and local academic standards, testing programs, accountability measures and school improvement efforts (Education Code 51101.1)

(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 0520.3 - Title I Program Improvement Districts)

12. To have access to the school records of their child (Education Code 51101)

(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

13. To receive information concerning the academic performance standards, proficiencies or skills their child is expected to accomplish (Education Code 51101)

(cf. 6011 - Academic Standards)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)
(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

14. To be informed in advance about school rules, including disciplinary rules and procedures in accordance with Education Code 48980, attendance policies, dress codes and procedures for visiting the school (Education Code 51101)

(cf. 1250 - Visitors/Outsiders)
(cf. 5132 - Dress and Grooming)
(cf. 5144 - Discipline)
(cf. 5145.6 - Parental Notifications)

15. To be notified, as early in the school year as practicable pursuant to Education Code 48070.5, if their child is identified as being at risk of retention and of their right to

consult with school personnel responsible for a decision to promote or retain their child and to appeal such a decision (Education Code 51101)

(cf. 5123 - Promotion/Acceleration/Retention)

16. To receive information about any psychological testing the school does involving their child and to deny permission to give the test (Education Code 51101)

(cf. 6164.2 - Guidance/Counseling Services)

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

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

17. To refuse to submit or to participate in any assessment, analysis, evaluation or monitoring of the quality or character of the student's home life, any form of parental screening or testing, any nonacademic home-based counseling program, parent training, or any prescribed family education service plan and to inspect any survey collecting personal information (Education Code 49091.18; 20 USC 1232h)

(cf. 5022 - Student and Family Privacy Rights)

18. To participate as a member of a parent advisory committee, school site council or site-based management leadership team in accordance with any rules and regulations governing membership in these organizations (Education Code 51101)

For parents/guardians of English learners, this right shall include the right to participate in school and district advisory bodies in accordance with federal and state law and regulations. (Education Code 51101.1)

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 6171 - Title I Programs)

(cf. 6175 - Migrant Education Program)

19. To question anything in their child's record that the parent/guardian feels is inaccurate or misleading or is an invasion of privacy and to receive a response from the school (Education Code 51101)

(cf. 5125.3 - Challenging Student Records)

20. To provide informed, written parental consent before their child is tested for a behavioral, mental or emotional evaluation. A general consent, including medical consent used to approve admission to or involvement in a special education or remedial program or regular school activity, shall not constitute written consent for these purposes. (Education Code 49091.12)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.3 - Health Examinations)

Parent Responsibilities

Parents/guardians may support the learning environment of their child by: (Education Code 51101)

1. Monitoring attendance of their child
2. Ensuring that homework is completed and turned in on time

(cf. 6154 - Homework/Makeup Work)

3. Encouraging their child to participate in extracurricular and cocurricular activities

(cf. 6145 - Extracurricular and Cocurricular Activities)

4. Monitoring and regulating the television viewed by their child
5. Working with their child at home in learning activities that extend the classroom learning
6. Volunteering in their child's classroom(s) or for other school activities

(cf. 1240 - Volunteer Assistance)

7. Participating in decisions related to the education of their own child or the total school program as appropriate

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

First reading: August 12, 2015

Adopted:

King City, California

Students

Food Allergies/Special Dietary Needs

Definitions

Special dietary needs include food intolerances, allergies, and other medical needs that may require avoidance of specific foods.

Food allergies are abnormal responses of the body's immune system to certain foods or ingredients.

Anaphylaxis is a potentially life-threatening hypersensitivity to a substance and may be caused by a food allergy. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

~~Epinephrine auto-injector is a disposable drug delivery system with a spring-activated concealed needle that is designed for emergency administration of epinephrine to persons suffering a potentially fatal reaction to anaphylaxis.—(Education Code 49414)~~

Epinephrine auto-injector is a disposable drug delivery system with a spring-activated needle that is designed for emergency administration of epinephrine to provide rapid, convenient first aid for persons suffering a potentially fatal reaction to anaphylaxis. (Education Code 49414)

Notification by Parent/Guardian

The parents/guardians of any student who has a known food allergy or other special dietary need shall notify the State Administrator/Superintendent or designee, in writing, and provide written medical documentation, signed by the student's health care provider, that describes the nature of the student's condition, instructions, and necessary medications. If the student's condition requires food substitutions or modifications in school meals, the written statement shall also describe the specific foods to be restricted and the foods that should be substituted.

Health Plan

Upon receiving notice of a student's food allergy or other special dietary need, the State Administrator/Superintendent or designee shall ensure that a written health plan is developed, in consultation with the student's parents/guardians and health provider, to manage the student's needs while at school or at a school-sponsored activity. The plan shall seek to minimize the student's risk of exposure to the allergen and address actions to be taken if exposure occurs.

As appropriate, the plan may include specific food prohibitions and substitutions, an identification of common school rooms where the student may be exposed, staff responsibilities,

information and training to be provided to staff, accommodations and services to facilitate the student's participation in the educational program, and medical/emergency protocols.

When a student with a food allergy or other special dietary need has been identified as disabled pursuant to Section 504 of the Rehabilitation Act of 1973 or the Individuals with Disabilities Education Act, necessary accommodations and services shall be identified as part of the student's Section 504 services plan or individualized education program, as appropriate.

(cf. 5141.24 - Specialized Health Care Services)

(cf. 6159 - Individualized Education Program)

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

Prevention Strategies

To minimize students' exposure to foods to which they are allergic, the State Administrator/Superintendent or designee shall, at a minimum, implement the following preventive measures:

1. Notification to District Staff

When notified by the parent/guardian that a student has a food allergy, the State Administrator/Superintendent or designee shall inform the student's principal, teacher(s), bus driver, school nurse, coach, and/or any other personnel responsible for supervising the student.

The principal or designee shall notify substitute staff of the identity of any students with known food allergies and the school's response plan.

(cf. 5125 - Student Records)

2. Food Services

The district's food services program shall make food substitutions in breakfasts, lunches, and after-school snacks when students are considered to have a disability under Section 504 that restricts their diet and when a health care provider has signed a statement of need that includes recommended alternate foods. (7 CFR 210.10, 220.8)

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

(cf. 3552 - Summer Meal Program)

(cf. 3554 - Other Food Sales)

(cf. 5030 - Student Wellness)

(cf. 5148.2 - Before/After School Programs)

Substitutions may be made on a case-by-case basis for students who do not have a disability under Section 504 but who cannot consume the regular breakfast, lunch, or after-school snack

because of medical or other special dietary needs, when supported by a statement of need signed by a health care provider. (7 CFR 210.10, 220.8, 225.16)

The district's food services staff shall check food labels or specifications to ensure that foods do not contain traces of substances to which the student is allergic.

Under no circumstances shall food services staff prescribe nutritional requirements or revise a diet order prescribed by a health care provider.

Food substitutions shall not result in any additional cost to the student.

3. Class Parties/School Activities

Without identifying the student, the principal or teacher may notify parents/guardians of other students in the class that a student is allergic to a specific food and may request that certain foods not be provided at class parties or other school events.

Whenever the ingredients in any food served at class parties or other school activities are unknown, the student shall be encouraged to avoid the food.

4. Sanitation and Cleaning

To avoid spreading allergens, cafeteria tables and classroom surfaces shall be cleaned with fresh cloth or disposable paper towels utilizing cleaning products known to effectively remove food proteins, excluding waterless cleaners or instant hand sanitizers that do not involve a wet-wash step. Cross-contact from a sponge or cloth used to clean allergen-containing tabletops shall be avoided.

Staff shall use and promote hand-washing using soap and water before and after food handling.

Students shall be notified that exchanging meals or utensils is prohibited.

5. Professional Development

Schoolwide professional development shall be provided to appropriate staff on the identification and management of food allergies, including avoidance measures, typical symptoms, the proper use of epinephrine auto-injectors, documentation and storage of medication, and emergency drills.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

6. Supervision of Students

When available, staff who are trained and knowledgeable about symptoms of anaphylaxis and actions to take in an emergency shall provide supervision in the classroom and cafeteria, on the playground, and on field trips or other school activities whenever students known to have a food allergy are present.

(cf. 6153 - School-Sponsored Trips)

7. Health Education

The district's health education curriculum may include instruction on food allergies in order to assist food-allergic students in taking responsibility for monitoring their diet and to teach other students about the dangers of sharing foods or utensils with others.

(cf. 6142.8 - Comprehensive Health Education)

Emergency Response

Epinephrine auto-injectors or other medicine provided for use in the event of an anaphylactic shock reaction shall be stored and used in accordance with law and BP/AR 5141.21 - Administering Medication and Monitoring Health Conditions.

(cf. 4119.43 - Universal Precautions)

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

In addition, staff shall call 911 and seek immediate medical attention for a student experiencing an anaphylactic shock reaction.

(cf. 5141 - Health Care and Emergencies)

As soon as possible, school staff shall contact the student's parents/guardians or other person identified as an emergency contact.

When a student with a known allergy will be off school grounds, such as on a field trip, he/she shall be accompanied by a kit containing at least two doses of epinephrine, other medications as noted by the student's health care provider, and, as appropriate, the student's individualized food allergy plan.

(3/07) 8/13

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 12, 2015

Adopted:

King City, California

Instruction

Individualized Education Program

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a disability within district jurisdiction. The IEP shall be a written statement designed by the IEP team to meet the unique educational needs of a student with a disability. (Education Code 56344; 34 CFR 300.323)

Members of the IEP Team

The IEP team for any student with a disability shall include the following members: (Education Code 56341, 56341.5; 20 USC 1414(d)(1); 34 CFR 300.321)

1. One or both of the student's parents/guardians and/or a representative selected by them
2. If the student is or may be participating in the regular education program, at least one of the student's regular education teachers designated by the State Administrator/Superintendent or designee to represent the student's teachers

The regular education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414(d)(3)(C); 34 CFR 300.324)

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

3. At least one of the student's special education teachers or, where appropriate, special education providers
4. A representative of the district who is:
 - a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities
 - b. Knowledgeable about the general education curriculum
 - c. Knowledgeable about the availability of district and/or special education local plan area (SELPA) resources

(cf. 0430 - Comprehensive Local Plan for Special Education)

5. An individual who can interpret the instructional implications of assessment results

This individual may already be a member of the team as described in items #2-4 above or in item #6 below.

6. At the discretion of the parent/guardian or the State Administrator/Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate

The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

7. Whenever appropriate, the student with a disability

In the development, review, or revision of his/her IEP, the student shall be allowed to provide confidential input to any representative of his/her IEP team. (Education Code 56341.5)

8. When the student is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech language pathologist, or remedial reading teacher

In accordance with 34 CFR 300.310, at least one team member other than the student's regular education teacher shall observe the student's academic performance and behavior in the areas of difficulty in his/her learning environment, including in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

In the following circumstances, the State Administrator/Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings. (Education Code 56341.2)
2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist him/her in reaching the goals as stated in Education Code 56345(a)(8), the following individuals shall be invited to attend: (34 CFR 300.321)
 - a. The student, regardless of his/her age

If the student does not attend the IEP team meeting, the State Administrator/Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

- b. To the extent appropriate, and with the consent of the parent/guardian, a representative of

any other agency that is likely to be responsible for providing or paying for the transition services

3. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the State Administrator/Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (Education Code 56341; 20 USC 1414(d)(1)(D); 34 CFR 300.321)

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the district agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the district consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56341; 20 USC 1414(d)(1)(C); 34 CFR 300.321)

Contents of the IEP

The IEP shall include, but not be limited to, all of the following: (Education Code 56043, 56345, 56345.1; 20 USC 1414(d)(1)(A); 34 CFR 300.320)

1. A statement of the present levels of the student's academic achievement and functional performance, including:
 - a. The manner in which the student's disability affects his/her involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)
 - b. For a preschool child, as appropriate, the manner in which the disability affects his/her participation in appropriate activities
 - c. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives
2. A statement of measurable annual goals, including academic and functional goals, designed to:
 - a. Meet the student's needs that result from his/her disability in order to enable the student to be involved in and progress in the general education curriculum

- b. Meet each of the student's other educational needs that result from his/her disability
- 3. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards

4. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:

- a. Advance appropriately toward attaining the annual goals
- b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities
- c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP

(cf. 3541.2 - Transportation for Students with Disabilities)

5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the IEP

6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, the student's IEP also shall include a statement of the reason that he/she cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate for him/her.

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)
(cf. 6162.51 - Standardized Testing and Reporting Program)
(cf. 6162.52 - High School Exit Examination)

7. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications

8. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:

a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills

b. The transition services, including courses of study, needed to assist the student in reaching those goals

9. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of his/her rights, if any, that will transfer to him/her upon reaching age 18, pursuant to Education Code 56041.5

Where appropriate, the IEP shall also include: (Education Code 56345)

1. For a student in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

2. Linguistically appropriate goals, objectives, programs, and services for a student whose native language is not English

(cf. 6174 - Education for English Language Learners)

3. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)

(cf. 5148.2 - Before/After School Programs)

(cf. 6177 - Summer School)

4. Provision for transition into the regular education program if the student is to be transferred from a special class or center or nonpublic, nonsectarian school into a regular education program in a public school for any part of the school day, including descriptions of activities intended to:

a. Integrate the student into the regular education program, including indications of the nature of each activity and the time spent on the activity each day or week

b. Support the transition of the student from the special education program into the regular education program

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6178 - Career Technical Education)

(cf. 6181 - Alternative Schools/Programs of Choice)

5. Specialized services, materials, and equipment for a student with low incidence disabilities, consistent with the guidelines pursuant to Education Code 56136

Development of the IEP

Within 30 days of a determination that a student needs special education and related services, the State Administrator/Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted. (34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene. (Education Code 56344)

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56341.1, 56345; 20 USC 1414(d)(3)(A); 34 CFR 300.324)

1. The strengths of the student
2. The concerns of the parents/guardians for enhancing the education of their child
3. The results of the initial or most recent assessment of the student
4. The academic, developmental, and functional needs of the student
5. In the case of a student whose behavior impedes his/her learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior
6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP

7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, his/her future needs for instruction in Braille or the use of Braille, and other appropriate reading and writing media.

8. The communication needs of the student and, in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345.

9. Whether the student requires assistive technology devices and services

If, in considering the special factors in items #1-9 above, the IEP team determines that the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the team shall include a statement to that effect in the student's IEP. (Education Code 56341.1)

Provision of Special Education and Related Services

The district shall ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with his/her IEP. (Education Code 56344; 34 CFR 300.323)

The State Administrator/Superintendent or designee shall ensure that the student's IEP is accessible to each regular education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The State Administrator/Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

Review and Revision of the IEP

The State Administrator/Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414(d)(4); 34 CFR 300.324)

1. Determine whether the annual goals for the student are being achieved
2. Revise the IEP, as appropriate, to address:
 - a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate
 - b. The results of any reassessment conducted pursuant to Education Code 56381
 - c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305(a)(2) and Education Code 56381(b)
 - d. The student's anticipated needs
 - e. Any other relevant matter
3. Consider the special factors listed in items #5-9 above under "Development of the IEP," when reviewing the IEP of any student with a disability to whom one of those factors may apply

The IEP team shall also meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP. (Education Code 56343)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the State Administrator/Superintendent or designee. The State Administrator/Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the State Administrator/Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the State Administrator/Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.1; 20 USC 1414(d); 34 CFR 300.324)

If a student with a disability residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the State Administrator/Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6173.1 - Education for Foster Youth)

~~To reflect Education Code 56043 as amended by AB 1599 (Ch. 327, Statutes of 2014)~~

~~When an IEP calls for a residential placement as a result of a review by an expanded IEP team, the IEP shall include a provision for a review, at least every six months, by the full IEP team of the case progress, the continuing need for out of home placement, the extent of compliance with the IEP, and progress toward alleviating the need for out of home care. (Education Code 56043)~~

To the extent possible, the State Administrator/Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414(d)(3)(A); 34 CFR 300.324)

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the State Administrator/Superintendent or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the State Administrator/Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (20 USC 1414(d)(3)(D); 34 CFR 300.324)

Audio Recording of IEP Team Meetings

Parents/guardians and the State Administrator/Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the State Administrator/Superintendent or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to: (Education Code 56341.1)

1. Inspect and review the audio recordings
2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights

3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

Parent/Guardian Participation and Other Rights

The State Administrator/Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The State Administrator/Superintendent or designee shall send parents/guardians notices of IEP team meetings that: (Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting
2. Indicate who will be in attendance at the meeting
3. Inform them of:
 - a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341(b)(6)
 - b. The provision of Education Code 56341(i) relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the State Administrator/Superintendent or designee's notice to the student's parents/guardians shall include the following: (Education Code 56341.5)

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414(d)(1)(A)(i)(VIII), and 34 CFR 300.320(b)
2. An indication that the student is invited to the IEP team meeting
3. Identification of any other agency that will be invited to send a representative

(cf. 5145.6 - Parental Notifications)

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

The parent/guardian shall have the right and opportunity to examine all of his/her child's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting his/her child, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the State Administrator/Superintendent or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)

(cf. 5125 - Student Records)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend or conference telephone calls. (Education Code 56341.5; 20 USC 1414(f); 34 CFR 300.322)

An IEP team meeting may be conducted without a parent/guardian in attendance if the State Administrator/Superintendent or designee is unable to convince the parent/guardian that he/she should attend. In such a case, the State Administrator/Superintendent or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The State Administrator/Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The State Administrator/Superintendent or designee shall give the parents/guardians of a student

with a disability a copy of his/her child's IEP at no cost. (Education Code 56341.5; 34 CFR 300.3220)

Parent/Guardian Consent for Provision of Special Education and Services

Before providing special education and related services to any student, the State Administrator/Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian pursuant to 20 USC 1414(a)(1). The district shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if the parent/guardian refuses to consent to the initiation of services. If the parent/guardian does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. (Education Code 56346)

If the State Administrator/Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the State Administrator/Superintendent or designee agree otherwise. (Education Code 56346)

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the State Administrator/Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The State Administrator/Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

Prior to the discontinuation of services, the State Administrator/Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services. In addition, the State Administrator/Superintendent or designee shall send a letter to the parent/guardian confirming the parent/guardian's decision to discontinue all services.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

To facilitate the transition of a student with a disability who is transferring into the district, the State Administrator/Superintendent or designee shall take reasonable steps to promptly obtain

the student's records, including his/her IEP and the supporting documents related to the provision of special education services. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from another school district within the same SELPA during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless his/her parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP. Within 30 days, the State Administrator/Superintendent or designee shall, in consultation with the student's parents/guardians, adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from an out-of-state district during the school year, the district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the State Administrator/Superintendent or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (Education Code 56325; 34 CFR 300.323)

(11/06 11/10) 3/12

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 12, 2015

Adopted:

King City, California

Board Bylaws

Closed Session Purposes And Agendas

The Governing Board may hold closed sessions only for purposes identified in law. The Board may hold a closed session at any time during a regular or special meeting and during emergency meetings in accordance with law. (Government Code 54956.5, 54957.7, 54962)

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The agenda shall contain a brief general description of all closed session items to be discussed. (Government Code 54954.2)

The Board shall disclose in open meeting the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. (Government Code 54957.7)

No agenda, notice, announcement, or report required by the Brown Act need identify any victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed. (Government Code 54961)

In accordance with law, a Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

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

Personnel Matters

The Board may hold closed sessions to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. These sessions shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

(cf. 2140 - Evaluation of the Superintendent)
(cf. 4115 - Evaluation/Supervision)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4215 - Evaluation/Supervision)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 4315 - Evaluation/Supervision)

The Board may also hold closed sessions to hear complaints or charges brought against an employee by another person, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee

shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

(cf. 1312.1 - Complaints Concerning District Employees)

The Board may hold closed sessions to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to public employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal or release require no additional information. (Government Code 54954.5)

Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting or investigation conducted by a factfinder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

The Board may meet in closed session with the Board's designated representative regarding employee salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. These closed sessions may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the district's designated representative. (Government Code 54957.6)

Closed sessions shall be for the purpose of reviewing the Board's position and instructing the Board's designated representative. Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. (Government Code 54957.6)

For represented employees, the Board may also meet in closed session to hear any other matter within the statutorily provided scope of representation. (Government Code 54957.6)

For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator or a mediator who has intervened in these proceedings. (Government Code 54957.6)

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

Matters Related to Students

The Board shall meet in closed session to consider a suspension, disciplinary action, or any other action, except expulsion, against a student when a public hearing on the matter would violate student privacy rights. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49073-49079)

(cf. 5117 - Interdistrict Attendance)
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125.3 - Challenging Student Records)
(cf. 5144 - Discipline)

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing," "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

(cf. 5125 - Student Records)

Security Matters

The Board may meet in closed session with the Governer, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. (Government Code 54957)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

~~***Note: Government Code 54956.5 authorizes an emergency meeting in closed session to meet with the law enforcement officials specified above pursuant to Government Code 54957. Two-thirds of the Board members present at the meeting must agree to the need for the closed session. Those emergency situations that necessitate a need for an emergency meeting are listed in BB 9320 - Meetings and Notices and include a terrorist attack, crippling disaster, or other activity that impairs public health or safety. For a list of actions for which more than a majority vote of the Board is required, see BB 9323.2 - Actions by the Board.***~~

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

Conference with Real Property Negotiator

The Board may meet in closed session with the Board's real property negotiator prior to the purchase, sale, exchange or lease of real property by or for the district in order to grant its negotiator the authority regarding the price and terms of the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or

designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the Board's position in the case. For this purpose, "litigation" includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" when any of the following circumstances exist:

1. Litigation to which the Board is a party has been initiated formally. (Government Code 54956.9(a))
2. A point has been reached where, in the Board's opinion based on the advice of legal counsel and on the existing facts and circumstances, there is a significant exposure to litigation against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))
3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))

"Existing facts and circumstances" authorizing a closed session pursuant to Government Code 54956.9(b) as described in item #2 above are limited to the following: (Government Code 54956.9)

1. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.
2. Facts and circumstances including, but not limited to, an accident, disaster, incident or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs, and which must be publicly disclosed before the closed session or specified on the agenda.
3. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

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

4. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.

5. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection.

The above record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

Before holding a closed session pursuant to this section, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to "pending litigation" shall be described as a conference with legal counsel regarding "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties and case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information pursuant to items #2-5 above. (Government Code 54954.5, Government Code 54956.9(b)(3)(B-E))

Joint Powers Agency Issues

The Board may meet in closed session to discuss a claim against a joint powers authority formed for the purpose of insurance pooling or self-insurance authority of which it is a member, for the payment of tort liability losses, public liability losses or workers' compensation liability. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

(cf. 3320 - Claims and Actions Against the District)
(cf. 3530 - Risk Management/Insurance)

When the board of the joint powers agency has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss and take action concerning information obtained in a closed session of the joint powers agency. During the district's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to "Conference Involving a Joint Powers Agency" shall specify the closed session description used by the joint powers agency and the name of the district representative on the joint powers agency board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

Review of Audit Report from Bureau of State Audits

~~Upon receipt of a confidential final draft audit report from the Bureau of State Audits, the Board may meet in closed session to discuss its response to that report. After public release of the report from the Bureau of State Audits, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)~~

~~Closed session agenda items related to an audit by the Bureau of State Audits shall state "Audit by Bureau of State Audits." (Government Code 54954.5)~~

~~***Note: Government Code 54956.75 authorizes the Board to meet in closed session to discuss a final draft audit report from the California State Auditor's Office. This authority relates to situations in which a member of the legislature has requested the California State Auditor's Office to audit a school district. This audit is separate from the annual audit that districts must conduct pursuant to Education Code 41020. The law does not authorize the Board to meet in closed session to discuss the district's annual audit.***~~

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall

agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

(cf. 6162.5 - Student Assessment)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

Legal Reference:

EDUCATION CODE

35145 Public meetings

35146 Closed session (re student suspension)

44929.21 Districts with ADA of 250 or more

48918 Rules governing expulsion procedures; hearings and notice

49073 Release of directory information

49076 Access to records by persons without written parental consent

49079 Notification to teacher re: students whose actions are grounds for suspension or expulsion

60617 Meetings of governing board

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

6250-6268 California Public Records Act

54950-54963 The Ralph M. Brown Act

COURT DECISIONS

Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners (2003) 107 Cal.App.4th 860

Bell v. Vista Unified School District (2001) 82 Cal.App. 4th 672

Fischer v. Los Angeles Unified School District (1999) 70 Cal.App. 4th 87

Furtado v. Sierra Community College District (1998) 68 Cal. App. 4th 876

Roberts v. City of Palmdale (1993) 5 Cal.4th 363

Sacramento Newspaper Guild v. Sacramento County Board of Supervisors (1968) 263 Cal.App. 2d 41

ATTORNEY GENERAL OPINIONS

86 Ops.Cal.Atty.Gen. 210 (2003)

78 Ops.Cal.Atty.Gen. 218 (1995)

59 Ops.Cal.Atty.Gen. 532 (1976)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, 2003

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, California Attorney General's Office, 2002

CALIFORNIA CITY ATTORNEY PUBLICATIONS

Open and Public III: A User's Guide to the Ralph M. Brown Act, 2000

WEB SITES

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

BB 9321 (i)

California Attorney General's Office: <http://www.caag.state.ca.us>
(11/01 11/02) 11/04

Bylaw **SOUTH MONTREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**

First Reading: August 12, 2015

Adopted:

King City, California

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

SUBJECT: Approval of Resolution #01:15/16 Designation of
Authorized Agent to Sign School Orders

MEETING: August 12, 2015

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

GOVERNING BOARD

Board Goals:

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

Summary:

At the beginning of each school year the district is required to authorize district staff to sign any orders or funds in the name of the district.

Recommendation:

The recommendation is being made for the State Administrator to approve Resolution #04:14/15.

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

RESOLUTION NO. 01:15/16

Designation of Authorized Agent to Sign School Orders

South Monterey County Joint Union High School District, Monterey County,

ON APPROVAL BY

State Administrator Daniel R. Moirao, Ed.D., effective August 12, 2015.

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

Daniel R. Moirao
Diana Jimenez
Shirley Laws
Duane Wolgamott
Claudia Arellano

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

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

PASSED AND ADOPTED by State Administrator, Daniel R. Moirao, Ed.D.

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

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

Date

Signature of Authorized person(s):

Daniel R. Moirao
Diana Jimenez
Duane Wolgamott
Claudia Arellano
Shirley Laws

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of CSM Consulting Contract for E-Rate Compliance Services

MEETING: August 12, 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 requesting approval of the Contract for E-Rate Compliance Services with CSM Consulting. They have been our E-Rate Consultant assisting us with filing of E-Rate documents and ensuring we receive maximum E-Rate funding.

Recommendation:

The recommendation is being made for the State Administrator to approve the consulting contract with CSM for E-Rate Compliance Services.


Fiscal Impact:

General Fund – Not to exceed \$5,500 for basic services and 6% of Category 2 projects.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator



CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between South Monterey County Joint UHSD, a local education agency ("District") and CSM Consulting, Inc., a California Corporation ("Consultant").

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT'S RESPONSIBILITIES – SCOPE OF SERVICE

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
 - Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
 - Advise and coordinate the preparation and filing of:
 - Item 21 Attachments
 - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.) for Category One services only
 - Implementation Deadline Extension Request (ImDER)
 - Invoice Deadline Extension Request (IDER)
 - Service Provider Identification Number (SPIN) Change Requests
 - Service Substitution Requests
 - Service Certifications (standard):
 - Program Integrity Assurance (PIA)
 - Payment Quality Assurance (PQA) requests
 - Invoice reconciliation for previous funding year disbursements
2. Act as District's main point of contact with the SLD.
3. Advise District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD in a timely manner.
2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.
3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
4. Sign, date and certify all forms filed by Consultant on District's behalf.

III. COST

1. **Pricing.** The cost for services rendered regarding the E-Rate application process, as referred to in Section I of this agreement, will be invoiced and due to the Consultant as follows:

Base contract amount ("Base Amount") of \$5,500 plus;

An amount equal to six percent (6%) of Category Two applications submitted during the Term of this Agreement, not to exceed a total amount of \$10,000 ("C2 Amounts").

Invoices for the Base Amount will be provided monthly beginning at final execution and continue through June 30, 2016.

Invoice(s) for C2 Amounts will be provided upon completion of the annual E-Rate Form 471 submission process applicable to Category Two submissions during the Term of this Agreement.

The amounts in this section do not include any costs related to additional Professional Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

IV. MISCELLANEOUS

1. **Term.** July 1, 2015 (or date of execution as shown below, whichever is later) through June 30, 2016.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.

4. Additional Professional Services not Included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.

A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Professional Services listed below, based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable to the District and Consultant. These Professional Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews
- Selective Review Information Request (SRIR)
- Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.) for Category Two services
- Preparation of USAC and/or FCC appeals
- Technology Plan and Technology Plan Addenda preparation, technology needs assessment, etc.
- Audit support, including Beneficiary Contributor Audit Program
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- Other E-Rate related services

Doc U Manage

5. E-Rate Doc-U-Manage Software. Consultant will provide online document management software allowing for multi-user access to maintain documents in an organized manner to meet the USAC 10 year requirement and provide an efficient document management system for the District. The annual license fee for the software is \$0.55 per student from the 1st Period Principal Apportionment CALPADS enrollment.

Please check the appropriate box for designation of service Yes No

6. Conflict of Interest. No business or personal relationship exists between any school employee and the service provider.
7. Attorney's Fees and Costs. In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
8. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
9. Notices. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

South Monterey County Joint Union High School District

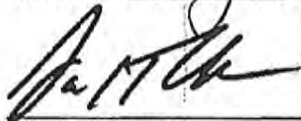
King City, CA 93930

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018


10. Limitation of Liability. The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
11. Governing Law. The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.

12. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
13. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in King City, CA This 15th day of July, 2015.



_____, Vice President
David T. Cichella

 _____, Title CBO

Dvane Wolgamott _____
Print Name

South Monterey County Joint Union High School District

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
800 Broadway Street, King City, CA 93930 • 831-385-0606 • FAX 831-385-0695

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this 15th day of July, 2015 by and between **CSM Consulting, Inc.**, Consultant Registration Number 16043564, a California Corporation (“Consultant”) and **South Monterey County Joint Union High School District**, a local education agency (“District”). Consultant’s authority to communicate shall remain in effect during the term of the “E-Rate Services” consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the ERate Program on District’s behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2015 and 2016 are resolved or June 30, 2016. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

South Monterey County Joint Union High School District

Name: 

Print Name: K. Duane Wolgast

Title: Chief Business official

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

SUBJECT: Approval of Consultant Contract with Lisa Dopfel **MEETING:** August 12, 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 requesting approval of the Agreement for Consultant Services with Lisa Dopfel, who will be providing Speech and Language services for the District.


Recommendation:

The recommendation is being made for the State Administrator to approve the consultant contract with Lisa Dopfel.

Fiscal Impact:


Special Education Budget – Not to exceed \$2,000

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 *Lisa Dopfel*, an independent contractor, hereinafter called "Consultant," for the period specified in Article I. "TERM."

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

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

I. TERM:

The effective date of the agreement is June 29, 2015 and it terminates August 30, 2015 unless sooner terminate as provided herein.

II. PAYMENT LIMIT

- Consultant shall be compensated for conducting an Speech and Language assessment for
- Consultant shall be compensated at the rate of \$145.00 per hour.
- Total payment(s) to Consultant, under this contract shall not exceed \$2,000.

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 Consultant will complete an Speech and Language assessment for Manana Bravo. The assessment will include observation, informal/formal testing, chart review and staff interviews. The Consultant will complete an assessment report to include assessment data recommendations regarding Speech and Language for Manana Bravo at Greenfield High School.

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 3 Apex Online Credit Recovery System **MEETING:** August 12, 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:

Apex is a rigorous and customizable online solution for credit recovery. Apex offers Common Core standards aligned curriculum in integrated math, science, English, social sciences, world languages and electives to meet high school graduation requirements.

This agreement was approved at the June 16, 2015 board meeting for 1 year. The company has since informed the district they would provide the services to the district for 3 years for the price of 1. Their services will be used at Portola-Butler and for Special Education students at KCHS and GHS.

Recommendation:

The recommendation is being made for the State Administrator to approve Apex online credit recovery system.

Fiscal Impact:

200 student licenses, course materials, lab manuals for teachers, two days of on-site professional development for teachers and tutorials. Total cost: 15,027.00.

Cost to be divided by three sites (100 licenses PBHS and 50 licenses each for KCHS and GHS) and paid from site Title I funds.

Submitted By:



Daniel R. Moirao, Ed.D.
Director of Educational Services

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

CLIENT AGREEMENT
for
APEX LEARNING DIGITAL CURRICULUM SOLUTIONS

This Client Agreement for Apex Learning Digital Curriculum Solutions (“**Agreement**”) is effective on execution by both parties (“**Effective Date**”) and is made by and between Apex Learning Inc., a Washington corporation with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 (“**Apex Learning**”) and South Monterey County Joint Union High School District, with its principal place of business at 800 Broadway Street, King City, CA 93930-3326 (“**Client**”).

RECITALS

Apex Learning provides digital curriculum solutions for secondary education and related services.

Client desires to have its students, teachers and staff access and use the Apex Curriculum (as defined below) and to have Apex Learning perform certain related services, all pursuant to the terms and conditions set forth below.

In consideration of the covenants and conditions set forth below and for other good and valuable consideration, the adequacy of which the parties hereby acknowledge, the parties agree as follows:

AGREEMENT

1. **Definitions.** Each of the following initially capitalized terms has the meaning set forth below. All other initially capitalized terms have the meanings assigned in this Agreement.
 - 1.1. “*Apex Curriculum*” means the Apex Learning curriculum offerings identified in Section 1 of Exhibit A (e.g., Comprehensive Courses, Tutorials, AP Exam Review, and ALVS enrollments). The Apex Curriculum does not include any Course Materials.
 - 1.2. “*Books*” mean the books described in Section 3 of Exhibit A.
 - 1.3. “*Client User*” means each Client student and Client teacher, administrator or staff member, who registers with Apex Learning and establishes a password to access the Apex Curriculum made available under this Agreement.
 - 1.4. “*Course Materials*” mean items or materials separate from the Apex Curriculum that may be either required or optional for the Apex Curriculum (e.g., calculators, microphones/headsets, textbooks, novels, other literature, lab manuals, and lab materials).
 - 1.5. “*Professional Services*” mean the Apex Learning professional services described in Section 2 of Exhibit A.
 - 1.6. “*Term*” will have the meaning set forth in Section 9.1 below.
 - 1.7. “*User Support*” means the Apex Learning support services described in Exhibit C.
2. **Apex Obligations.**
 - 2.1. *Apex Curriculum.* Commencing on July 22, 2015 and continuing throughout the Term, Apex Learning will host and make available the Apex Curriculum for access and use by Client Users.

- 2.2. **User Support.** Apex Learning will provide Client and Client Users with User Support throughout the Term.
- 2.3. **Uptime.** Apex Learning will use commercially reasonable efforts to make the Apex Curriculum available for access by Client and Client Users 99% of the time, measured on a monthly basis, excluding Planned Outages. “**Planned Outages**” means the installation of upgrades, routine application, server, or network configuration changes, and other reasonable maintenance activities. Planned Outages will be conducted during off-peak Apex Curriculum utilization times. Apex Learning will post an advance announcement of any Planned Outage on the Apex Learning website through which Client Users access the Apex Curriculum.
- 2.4. **Security.** Apex Learning will implement commercially reasonable security measures to protect against incidents of unauthorized access to personally identifiable Client User information.
- 2.5. **Professional Services.** Apex Learning will perform the Professional Services as described in Section 2 of Exhibit A.
- 2.6. **Books.** Apex Learning will provide the Books described in Section 3 of Exhibit A. Apex Learning reserves the right to make substitutions to Books listed in Exhibit A provided that any such substitutions will satisfy the requirements of the Apex Curriculum and will be provided at the same price set forth in Exhibit A.
- 2.7. **All Rights Reserved.** Apex Learning and its suppliers own all right, title and interest in and to the Apex Curriculum. Other than granting Client Users the right to access and use the Apex Curriculum as described in this Agreement, Apex Learning expressly reserves all right, title and interest therein.

3. **Client Obligations.**

- 3.1. **Hardware/Software.** The Apex Curriculum is made available to Client Users over the Internet through a web-browser interface. To access the Apex Curriculum, therefore, Client Users must have a suitable Internet connection and access to an appropriately configured computer, as well as an appropriately configured computer network (where applicable).
- 3.2. **Parental Consent.** Client will obtain any necessary parental consent for each Client User student to access and use the Apex Curriculum.
- 3.3. **Terms of Use.** All Client Users that access the Apex Curriculum must comply with the Apex Learning terms of use for the Apex Curriculum (“**Terms of Use**”). The current version of those Terms of Use is posted at www.apexvs.com and on the Apex Learning website through which Client Users access the Apex Curriculum. Apex Learning reserves the right to suspend or discontinue a Client User from accessing the Apex Curriculum at any time if the Client User violates the Terms of Use. Client will notify Apex Learning of any activity by its Client Users in violation of the Terms of Use.
- 3.4. **Laboratory Activities.** If hands-on laboratory activities included in the Apex Curriculum are implemented by Client Users, Client is responsible for all such hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities. Apex Learning will have no liability whatsoever with regard to any hands-on laboratory activities.
- 3.5. **No Resale Rights.** Client will not resell to any third party the right to access or use the Apex Curriculum or provide any third party who is not a Client User with access to, or the ability to use, the Apex Curriculum.

4. **Payment.**

- 4.1. **General.** In consideration for the rights granted and services provided under this Agreement, Client will pay Apex Learning the amounts set forth in Exhibit A pursuant to the “**Payment Schedule**” set forth in Exhibit B.
- 4.2. **Payment Terms.** Client will pay all Apex Learning invoices issued under this Agreement within thirty (30) days of the invoice date. If payment is made via credit card Apex Learning will assess a processing fee equal to 3% of the amount charged to such card.
- 4.3. **Taxes.** Amounts stated under Section 4.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are the responsibility of Client, and Client will indemnify and hold Apex Learning harmless from any liability with respect to such taxes.

5. **Confidentiality and Public Disclosure.**

- 5.1. **Confidentiality.** Each party agrees that during the Term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except to the extent required by law or as otherwise expressly authorized herein. The term “**Confidential Information**” means all non-public information that either party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Apex Learning’s Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information does not include information that was known to the receiving party prior to the disclosing party’s disclosure to the receiving party, or information that becomes publicly available through no fault of the receiving party. Nothing in this Section 5 precludes either party from disclosing Confidential Information when and as required by law. Further, notwithstanding the first sentence of this Section 5.1, during the Term and thereafter Apex Learning will protect the personally identifiable information of Client Users against unauthorized disclosure in accordance with applicable law.
- 5.2. **Public Disclosure.** The parties acknowledge that Client is subject to certain laws governing the disclosure of public records. The parties also acknowledge that this Agreement includes terms and conditions regarding the business practices of Apex Learning that Apex Learning considers proprietary information. Accordingly, Client agrees that it will not disclose the terms of this Agreement to any third party except and only to the extent that Client is required to do so under applicable public disclosure laws. Further, if Client receives a request to disclose any terms of this Agreement, then to the extent permitted by law Client will provide Apex Learning with notice of such request, reasonably in advance of any disclosure, and give Apex Learning an opportunity to identify and enforce any authorized exceptions to public disclosure that may apply to such request.

6. **Representations and Warranties.**

- 6.1. **By Both Parties.** Each party hereby represents and warrants to the other party that: (a) it has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement; and (b) it will comply with all applicable laws in the performance of its obligations under this Agreement, and in particular applicable federal and state regulations regarding student records, student privacy, and the commercial use of student information, including the Family Educational Rights and Privacy Act.
- 6.2. **By Apex Learning.** Apex Learning further represents and warrants that Client’s and Client Users’ access to and use of the Apex Curriculum as described in this Agreement will not infringe any third party copyright.

6.3. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 6.2 ABOVE, APEX LEARNING DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE APEX CURRICULUM, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTION 6.2, THERE IS NO WARRANTY OF NON-INFRINGEMENT OR TITLE.

7. **Indemnity.**

7.1. ***Duty to Indemnify.*** Subject, in the case of Client, to any applicable laws restricting Client's ability to provide the indemnification described in this Section, each party will indemnify, defend, and hold the other party and its officers, employees, and agents harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any breach or alleged breach of any representation or warranty set forth in Section 6 above.

7.2. ***Procedure.*** If an action is brought for which indemnity is sought under this Section 7, the party seeking indemnity will send reasonably prompt written notice to the other party specifying the nature of the action and the total damages or other relief sought and will permit the indemnifying party to answer and defend such claim. The party seeking indemnity will provide the indemnifying party with such information and assistance as is reasonably necessary to assist the indemnifying party, at the indemnifying party's expense, in defending any such action. The party seeking indemnity reserves the right to employ separate counsel and participate in the defense at its expense. The indemnifying party will not be responsible for any settlement made by the party seeking indemnity without the indemnifying party's written consent, which will not be unreasonably withheld or delayed, nor will the indemnifying party settle any claim under this Section 7 without first obtaining the written consent of the party seeking indemnity, which will not be unreasonably withheld or delayed.

8. **EXCLUSION OF CERTAIN DAMAGES & LIMITATION ON LIABILITY.**

8.1. **EXCLUSION OF CERTAIN DAMAGES.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

8.2. **LIMITATION ON LIABILITY.** IN NO EVENT WILL APEX LEARNING'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CLIENT TO APEX LEARNING UNDER THIS AGREEMENT.

8.3. **APPLICATION.** THE EXCLUSION OF DAMAGES AND LIMITATION ON LIABILITY IN THIS SECTION 8 SHALL APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF ANY CLAIM AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

9. **Term and Termination.**

9.1. ***Term.*** This Agreement shall commence on the Effective Date and continue through July 21, 2016, unless earlier terminated as provided in this Section 9.

9.2. ***Termination.*** Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Apex Learning may suspend performance or terminate this

Agreement immediately upon written notice to Client if Client is thirty (30) days overdue on any payment due to Apex Learning under this Agreement.

9.3. **Effect of Expiration/Termination.** Upon the expiration or termination of this Agreement, all access to the Apex Curriculum will promptly cease, and Client will immediately pay all amounts due to Apex Learning up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement: 4 (with respect to amounts due and owing upon expiration/termination), 5, 6, 7, 8, 9.3 and 10.

10. **Miscellaneous.**

10.1. **Relationship of Parties.** Client and Apex Learning are independent contractors with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

10.2. **Force Majeure.** For a reasonable time period, Apex Learning will be excused from delay, breach of this Agreement or failure in performance under this Agreement due to causes beyond Apex Learning's reasonable control including without limitation, acts of God, government action, strikes, acts of public enemies, civil disturbance or riots, war, national emergency, floods, power outages, telecommunications failures, fires, earthquakes, storms or other similar causes.

10.3. **Notices.** Any notices given under this Agreement shall be delivered either by messenger or overnight delivery service, or sent by facsimile with a confirmation sent via certified or registered mail, postage prepaid and return receipt requested, and addressed to Apex Learning or Client at the address stated below, and shall be deemed to have been given on the day when received by the party to whom the notice is given.

	Apex Learning Contact	Client Contact
Name, Title	Manager, Contracts	Diana Jimenez
Organization	Apex Learning Inc.	South Monterey County Joint Union High School District
Address	1215 Fourth Avenue, Suite 1500	800 Broadway Street
City, State, Zip	Seattle, WA 98161	King City, CA 93930-3326
Phone	206-381-5600	831-385-0606
Facsimile	206-381-5601	831-385-0695

10.4. **Assignment.** Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, acquisition or a sale or transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

10.5. **Waiver/Severability.** No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by the waiving party, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then such unenforceable term or portion thereof will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk among the parties reflected in the original provision, and the remainder of this Agreement shall continue in effect.

10.6. **Governing Law/Attorneys' Fees.** This Agreement will be governed by and construed under the laws of the State of Washington (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. In any action to enforce any right or remedy under this

Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

10.7. *No Third Party Beneficiaries.* This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.

10.8. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties. If there is an inconsistency between this Agreement and the Terms of Use, then this Agreement shall control but solely to the extent of the inconsistency and solely with respect to Apex Learning and Client (as the parties to this Agreement).

IN WITNESS WHEREOF, the authorized representatives of Apex Learning and Client agree to the terms and conditions set forth in this Agreement.

Apex Learning Inc.

South Monterey County Joint Union High School District

By: _____

By: Daniel R. Moirao

Print Name: Cheryl Vedoe

Print Name: DANIEL R MOIRAO

Title: CEO

Title: STATE ADMINISTRATOR

Date: _____

Date: JULY 7, 2015

EXHIBIT A

Apex Curriculum, Professional Services and Books

1. *Apex Curriculum:*

- *Comprehensive Courses Promotional Offer:*

- 200 Single Enrollment Subscriptions to Comprehensive Courses during the period July 22, 2015 through July 21, 2016 (including the professional services specified in Section 2 below).

Price: \$8,400.00

Each "Single Enrollment Subscription" provides access for one student enrolled in any one Comprehensive Course. If a student completes or withdraws from the Comprehensive Course in which he or she is enrolled, the Single Enrollment Subscription may be used to enroll that student or another student in any one Comprehensive Course. The number of Comprehensive Course enrollments at the same time may not exceed the number of Single Enrollment Subscriptions purchased. Client may purchase additional Single Enrollment Subscriptions for access through June 15, 2016 at \$60.00 per Single Enrollment Subscription.

- *Optional Renewal:*

Client may renew the purchase of up to 200 Single Enrollment Subscriptions to Comprehensive Courses at \$42.00 per subscription for each of the 12-month periods July 22, 2016 through July 21, 2017 and July 22, 2017 through July 21, 2018. Client may purchase additional subscriptions for access during each of these 12-month periods at \$60.00 per Single Enrollment Subscription.

- *Tutorials Promotional Offer:*

- 40 Tutorials Subscriptions during the period July 22, 2015 through July 21, 2016 (including the professional services for Tutorials specified in Section 2 below).

Price: \$1,000.00

Each "Tutorials Subscription" provides access for one student enrolled in any number of Tutorials at the same time. If a student completes or withdraws from all Tutorials in which he or she is enrolled, the Tutorials Subscription may be used to enroll another student in any number of Tutorials. The number of students enrolled at the same time may not exceed the number of Tutorials Subscriptions purchased. Client may purchase additional subscriptions for access through July 21, 2016 at \$35.00 per Tutorials Subscription.

Optional Renewal:

Client may purchase Tutorials Subscriptions at \$35.00 per subscription for each of the 12-month periods July 22, 2016 through July 21, 2017 and July 22, 2017 through July 21, 2018.

- The price for the Apex Curriculum does not include any Course Materials. A list of Course Materials can be found at http://www.apexlearning.com/info/materials_list.pdf. There are no returns, credits, or refunds on Course Materials purchased.

2. **Professional Services:**

- Two (2) 6-hour onsite professional development sessions during the period July 22, 2015 through July 21, 2016.

Price: \$4,400.00

- The following professional services to be delivered via web conference and phone during the period July 22, 2015 through July 21, 2016 are included with Client’s purchase of the Comprehensive Courses Promotional Offer specified in Section I above:

- Implementation Strategy and Planning
- Mid-year Review and Optimization

- The following professional services delivered via phone and web conference are included with Client’s purchase of the Tutorials Promotional Offer specified in Section I above:

- Implementation Strategy and Planning
- Teacher Coaching and Mentoring
- Mid-year Review and Optimization

3. **Books:**

- Three (3) sets of the student general studies books listed below.

Price: \$795.00 (\$265.00 per set)

Book	ISBN - 10	ISBN - 13
Biology: Exploring Life Lab Manual	0130642665	9780130642660
Prentice Hall Chemistry Lab Manual	0131903594	9780131903593
Prentice Hall Earth Science Lab Manual	0131258982	9780131258983
American Born Chinese	0312384483	9780312384487
Fast Food Nation	0547750331	9780547750330
The Great Gatsby	0743273567	9780743273565
A Raisin in the Sun	0679755330	9780679755333
The Way to Rainy Mountain	0826304362	9780826304360
Life of Pi	0156027321	9780156027328
Death of a Salesman	0140481346	9780140481341
Short Fiction: An Anthology	0312576374	9780312576370
Things Fall Apart	0385474547	9780385474542

- Three (3) sets of the teacher general studies books listed below.

Price: \$432.00 (\$144.00 per set)

Book	ISBN - 10	ISBN - 13
Biology: Exploring Life Lab Manual (Teacher Edition)	0130642673	9780130642677
Prentice Hall Chemistry Lab Manual (Teacher Edition)	0131903632	9780131903630
Prentice Hall Earth Science Lab Manual (Teacher Edition)	0131259008	9780131259003

Total Price: \$15,027.00

EXHIBIT B
Payment Schedule

Client will pay Apex Learning according to the following Payment Schedule:

- Apex Learning will invoice Client in the amount of \$15,027.00 on execution of this Agreement by both parties.

EXHIBIT C

User Support

1. **General.** Apex Learning will provide Client Users with support via a toll-free phone number (for U.S. calls only) and email. Phone support will be available from Apex Learning Monday–Friday from 5:00 a.m. to 7:00 p.m. Pacific Time. Apex Learning will give Client Users notice of any intermittent or seasonal changes to the phone support schedule by posting an announcement on the Apex Learning website through which Client Users access the Apex Curriculum and/or by a voicemail greeting.
2. **Disclaimer.** Apex Learning’s ability to support Client and Client Users with respect to the Apex Curriculum depends on Client (a) providing Apex Learning with prompt notice if Client becomes aware of any problem that affects the ability of Client Users to access and/or use the Apex Curriculum, (b) cooperating in a timely manner with Apex Learning’s efforts to diagnose the source of problems, (c) making available to Apex Learning appropriate staff and system information for resolving issues as they may arise, and (d) implementing reasonable technical solutions suggested by Apex Learning in a timely manner. In addition, Apex Learning is not responsible for Client User problems that stem from Client’s Internet connection, any Client or third party hardware or software, or Client’s own network.

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

SUBJECT: Approval of A-G Course for Apex (Credit Recovery) **MEETING:** August 12, 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:

Apex is a rigorous and customizable online solution for credit recovery. Apex offers Common Core standards aligned curriculum in integrated math, science, English, social sciences, world languages and electives to meet high school graduation requirements.

Credit Recovery A-G courses that need approval:

English 1 Semester 1 and 2	Biology Semester 1 and 2	World History Semester 1 and 2	Spanish 2 Semester 1 and 2
English 2 Semester 1 and 2	Physics Semester 1	U.S Government	
English 3 Semester 1 and 2	Psychology Semester 1 and 2	U.S History Semester 1 and 2	
English 4 Semester 1 and 2	Math 2 Semester 1 and 2	Spanish 1 Semester 1 and 2	

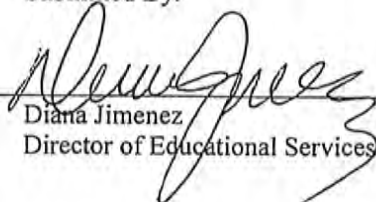
Recommendation:

It is the recommendation of the District that the State Administrator approve the A-G credit recovery courses so that they align with our A-G Board adopted curriculum.

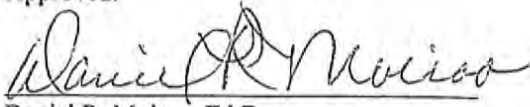
Fiscal Impact:

None.

Submitted By:


Diana Jimenez
Director of Educational Services

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

Apex Learning® offers University of California Office of the President (UCOP)-approved, standards-based courses in "a-g" instructional areas to fully prepare students for first-year university programs. The following information provides the UCOP approval status for Apex Learning Comprehensive Courses.

Schools and districts can add UCOP-approved courses directly from the UCOP website at www.ucop.edu/doorways.

UCOP "a-g" Courses Approved Through 2015–2016 School Year

Math

Algebra I Common Core
Geometry Common Core
Algebra II Common Core
Mathematics I Common Core
Mathematics II Common Core
Mathematics III Common Core
Geometry
Precalculus - Core, Honors
Probability and Statistics

English

English 9 Common Core
English 10 Common Core
English 11 Common Core
English 12 Common Core
English I
English III
English IV
English IV - Honors
Creative Writing

Science

Biology - Core, Honors - including labs
Chemistry - Core, Honors - including labs
Physics - Core, Honors - including labs

The UCOP requirement is that labs as part of a laboratory science course must be completed on site with the supervision of a highly qualified teacher.

Social Studies

Art Appreciation
Geography and World Cultures
Multicultural Studies
U.S. and Global Economics - Core, Honors
U.S. Government and Politics - Core, Honors
U.S. History since the Civil War
World History
World History to the Renaissance
World History since the Renaissance - Core, Honors
Psychology
Sociology

World Languages

French I
French II
Spanish I
Spanish II
Spanish III

Advanced Placement

Biology - including labs
Calculus AB
Chemistry - including labs
English Language and Composition
English Language and Composition (2013)
English Literature and Composition
Macroeconomics
Microeconomics
Psychology
Spanish Language
Statistics
U.S. Government and Politics
U.S. History

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

SUBJECT: Contract with Fagen, Friedman & Fulfrost

MEETING: August 12, 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 legal firm of Fagen, Friedman, & Fulfrost LLP have worked with school districts through the unification process. The process for unification has moved to a place where the district needs to have its legal interest protected.

Recommendation:

It is recommended that the State Administrator approve the consultant agreement for legal services with Fagen, Friedman, & Fulfrost.

Fiscal Impact:

Unknown. This will be on a pay as needed agreement.

Submitted By:



Daniel R. Moirao, Ed.D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between South Monterey County Joint Union High School District ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 15, 2015:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.
3. **CLIENT'S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.
4. **CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.
5. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

6. COSTS AND OTHER CHARGES. (a) In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses and consultants' fees and other similar items. Except for in-office photocopying, facsimile charges and mileage, all costs and expenses will be charged at Firm's cost.

In office Photocopying	\$0.25/page
Facsimile Charges	\$1.00/page
Mileage	IRS Standard Rate
Postage	Actual Cost

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

7. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

8. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file(s) and property in Attorney's possession, whether or not Client has paid for all services. Attorney shall transition all outstanding legal work and services to others as Client shall direct.

9. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

11. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

13. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

14. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

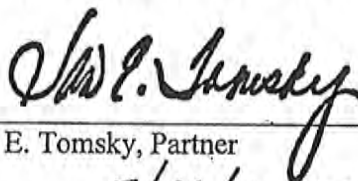
IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

South Monterey County Joint Union High
School District

Fagen Friedman & Fulfroft LLP



Daniel R. Moirao Ed.D., State Administrator



Jan E. Tomsky, Partner

DATE:

7/27/15

DATE:

7/16/2015



Fagen Friedman & Fulfroft LLP

PROFESSIONAL RATE SCHEDULE

South Monterey County Joint Union High School District
(Effective July 15, 2015)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$215 - \$235 per hour
Partner	\$275 - \$300 per hour
Of-Counsel	\$300 per hour
Paralegal/Law Clerk	\$135 - \$150 per hour
Education Consultant	\$175 per hour
Communication Services Consultant	\$215 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. **Office Hours for Client consists of eight (8) hours at the Client's administrative offices and travel to and from Client.** Office Hours shall be provided at a reduced daily rate. The rate for Office Hours shall be, and the client agrees to pay Attorney, as follows:

Associate	\$2,120 (discounted from \$2,350)
Partner	\$2,700 (discounted from \$3,000)

3. COSTS AND EXPENSES

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

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

SUBJECT: Approval of Consultant Services Contract with
Beyond Speech Therapy

MEETING: August 12, 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 requesting approval of the Agreement for Consultant Services with Beyond Speech Therapy, who will be providing Speech Assessment services for the District.


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 - \$900.

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 June 8, 2015 and it terminates August 15, 2015 unless sooner terminate as provided herein.

II. PAYMENT LIMIT

- Consultant shall be compensated for conducting a speech assessment at the rate of \$250.00.
- Consultant shall be compensated at the rate of \$130.00 per hour.
- Not to exceed a total of 5 hours of service.
- Total payment(s) to Consultant, under this contract shall not exceed \$900.00.

III. DISTRICT OBLIGATION:

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

IV. CONSULTANT'S OBLIGATION

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

V. CONSULTANT SERVICE DESCRIPTION

The Speech-Language Pathologist, Yvette Deleo, will conduct a speech assessment for [redacted] as per the Beyond Speech Therapy requirements for providing service. Ms. Deleo will provide five (5) hours of one to one speech therapy requirements to [redacted], focusing on goals derived from the Beyond Speech Therapy assessment and will collaborate with the school IEP goals.

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:

[Signature] MED CC-SLP
CONSULTANT / TITLE owner of Bay and ST

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

6-16-15
Date

Date

Social Security Number of Consultant *

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

Preferred contact information:

[Signature] Nolan MED CC-SLP
CONSULTANT / TITLE (Please Print)

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

Phone number Cell Phone fax

Account code: _____

CBO signature _____ Date: _____

Routing:

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

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

SUBJECT: Approval of GHS Agricultural Career Technical
Education Incentive Grant for 2015-2016

MEETING: August 12, 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 District is applying for a grant at GHS for the 2015-2016 school year from the California Department of Education in the amount of \$14,008 to enhance the current Career Technical Educational programs.

Recommendation:

The recommendation is being made for the State Administrator to approve the application for the Career Technical Education Incentive Grant.

Fiscal Impact:

Revenue \$14,008 – restricted for use in CTE program in 2015-2016

Submitted By:



Daniel R. Moirao, Ed.D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

California Department of Education
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
 2015-16 APPLICATION FOR FUNDING**

(Due Date: To be received in Regional Supervisor's Office by June 30, 2015)

DATES OF PROJECT DURATION - JULY 1, 2015, TO JUNE 30, 2016

Greenfield High School

(School Site)

South Monterey County JUHSD

(District)

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Marina M. Mairao
 Signature of Authorized Agent

Paul Villaseca
 Signature of Agriculture Teacher
 Responsible for the Program

State Administrator

Stanley J. ...
 Title
 Signature of Principal

Contact Phone Number: (831) 674-2751 Ext 1401

Date of Approval of Local Agency Board:

Funds Requested - Part I

\$5,000.00

Part II

\$3,008.00

Part III

\$6,000.00

Part IV

\$0.00

Total

\$14,008.00

Number of Different Agriculture Teachers at Site:

3

PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION

Quality Criteria	Will Meet Criteria	Variance Requested
1. Curriculum and Instruction	X	
2. Leadership and Citizenship Development	X	
3. Practical Application of Occupational Skills	X	
4. Qualified and Competent Personnel	X	
5. Facilities, Equipment, and Materials	X	
6. Community, Business, and Industry Involvement	X	
7. Career Guidance	X	
8. Program Promotion	X	
9. Program Accountability and Planning	X	

Formal Variance Request must be included if requesting a variance. A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following year's application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.

PART I - CONTINUED

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

Total Number of Teachers	Amount Eligible	Amount Requested
One Teacher or Less	\$4,000	
Two Teachers	\$4,500	
Three Teachers or More	\$5,000	\$5,000.00

PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2014-15 R2 Number	Amount Requested
List Number from R2 Report (\$8/Member)	376	\$3,008.00

PART III - QUALITY CRITERIA 10-11 (OPTIONAL) ALLOCATION

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

- * Amounts requested in Quality Criterion 10 will be the indicated amount for that criterion, multiplied by the full-time equivalent (FTE). To count a preparation period, the teacher must be teaching Career Technical Education courses in Agriculture for 50 percent or more of their teaching periods.
- * Amounts requested in Quality Criterion 11A will be the indicated amount for each teacher who was compensated a minimum of \$2,000 for year-round employment.
- * Amounts requested in Quality Criterion 11B will be the indicated amount for each teacher who is provided a project supervision period. Project periods will be counted if the teacher has a preparation period as part of the regular teaching day.

Number of FTE Agriculture Teachers at Site:

3

List the Names of the Agriculture Teachers:

1. Daniel Villaseñor

4.

2. Desiree Villaseñor

5.

3. TBA

6.

	Number Meeting Criteria	Amount Requested
Criterion 10 - Student/Teacher Ratio		\$0.00
Criterion 11A - Year-Round Employment	3	\$6,000.00
Criterion 11B - Project Supervision Period		\$0.00
TOTAL FUNDS REQUESTED PART IV		\$6,000.00

PART IV - QUALITY CRITERION 12 (OPTIONAL) ALLOCATION

Quality Criterion 12 Form is attached and all criteria has been met. If the answer is yes, list \$7,500 (funds requesting) in space to the right.

PART V - FINANCIAL SCHEDULE

Part A

Line	Acct. No.	Classification	A Description of Item for Which Funds Will be Expended	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies		9,500.00	15,000.00
2			Subtotal for 4000	\$9,500.00	\$15,000.00
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. Transportation	3,500.00	
4			2. Equipment	2,500.00	
5			3. Conferences		1,200.00
6			4.		
			5.		
7			6.		
8			Subtotal for 5000	\$6,000.00	\$1,200.00
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1.		
10			2.		
11			3.		
			4.		
12			5.		
13			Subtotal for 6000	\$0.00	\$0.00
14			Total for 4000-6000 Lines 2, 8, 13	\$15,500.00	\$16,200.00

TOTAL 2015-16 Incentive Grant Allocation:

\$14,008.00

Part B - Complete this portion if a waiver of the matching requirement is requested:

Line	Acct No.	Classification	A Description of Item for Which Funds Were Expended	B Incentive Grant Funds	C Amount of Salary and Benefits
15	1000	Salaries	Teachers' Summer Service Salaries		
16	1000	Salaries	Teachers' Salaries for Project Supervision Period		
17	3000	Benefits	Benefits for the Above Items (1000)		
18			TOTAL		\$0.00

TOTAL Amount of Waiver Requested:

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
GOVERNING BOARD

SUBJECT: Approval of Agreement for Architectural Services – **MEETING:** August 12, 2015
Jordan Knight Architects

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 requesting approval of the Agreement for Architectural Services with Jordan Knight Architects, who will be providing architectural services for several projects in the District.

Recommendation:

The recommendation is being made for the State Administrator to approve the contract with Jordan Knight Architects.


Fiscal Impact:

Percentage of individual project costs - negotiated.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

AGREEMENT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT FOR ARCHITECTURAL SERVICES ("Agreement") is entered into this Date, between the **South Monterey County Joint Union High School District**, King City, California, hereinafter referred to as the "District," and **Jordan Knighton Architects "JKA" (dba JK Architecture)**, hereinafter called the "Architect."

RECITALS

WHEREAS, District requires professional services, for public works related to: renovation, rehabilitation, demolition, and reconstruction of, as well as addition to, existing facilities and other work as authorized by District, and:

WHEREAS, District desires to commission Architect to perform such professional services on the project (hereinafter referred to as "Project") as defined in this Agreement, and:

WHEREAS, Architect is willing to provide such professional services for District, and:

WHEREAS, the Architect desires to perform the architectural, landscape architectural, civil engineering, structural engineering, electrical engineering, mechanical engineering, site engineering for utilities and site infrastructure, and construction administration services necessary for the Project, and:

WHEREAS, JK Architecture is a California S corporation and is fully licensed to practice as an architect in the State of California, and:

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION

- A. Each Project under this Agreement shall be described by the District in an amendment to this Agreement, which shall be attached hereto as an exhibit. Each exhibit for a Project shall include a Project scope developed with the Architect and a fee schedule consistent with this Agreement. If the District decides to authorize Architect to undertake master-planning, such services and related terms and conditions shall be set forth in an amendment to this Agreement or by separate agreement. Architect shall only commence work under this Agreement when authorized by the District in writing. The District makes no representation or guarantee that any Project or Projects will be made a part of this Agreement. The District may, in its sole discretion, award Projects to Architect or any other design professional, and this Agreement does not entitle Architect to award of any Project.
 1. Upon District authorization of a Project, Architect shall perform all services required to satisfy Architect's obligations under this Agreement in a prompt and efficient manner. The Architect shall, at a minimum, meet the following scheduling requirements, unless otherwise amended in the amendment adding such Project to this Agreement:
 - a. Schematic Design: Two (2) weeks after District delivery of the written Letter of Authorization, as described herein.
 - b. Construction Documents: Two (2) months after District delivery of the above Letter of Authorization.
 - c. Architect shall promptly obtain all required government agency reviews and approvals from government agencies having jurisdiction over the Project(s), including, but not limited to, the Division of the State Architect (DSA).

- d. Project Bidding: One (1) month after receiving any and all required government agency approvals, including, but not limited to DSA.
- e. Construction Administration: The construction administration and oversight services provided herein shall commence upon the District's award of a Project construction contract to a contractor, and shall continue until the Project has reached final completion and all close out procedures, manuals, warranties and related materials have been appropriately provided and all required DSA filings have been submitted to DSA.

ARTICLE 2. EMPLOYMENT OF ARCHITECT.

- A. The District retains the Architect to perform the necessary professional services; including those hereinafter set forth in connection with the Project(s). Architect shall name a specific person as Project Manager for each Project, subject to approval of the District, which approval shall not be unreasonably withheld. The Project Manager shall maintain personal oversight of the Project, and shall act as principal contact with the District, the contractor, and Architect's consultants, engineers and inspectors on the Project. Any change by Architect of the Project Manager shall be subject to approval by the District, which approval shall not be unreasonably withheld.
- B. District retains Architect on an independent contractor basis and Architect is not an employee of District. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing services under this Agreement on behalf of Architect shall also not be employees of District, and shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Architect shall be responsible for all reports and obligations respecting such additional personnel, including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

ARTICLE 3. ARCHITECT'S SERVICES

The Architect shall perform professional architectural, engineering and construction administration services in a prompt and professional manner, consistent with the level of care and skill standard in the industry and ordinarily exercised by architects specially qualified to provide the services required by the District, including but not limited to the following:

A. COMMUNICATION WITH DISTRICT.

Participation in all consultations and conferences with authorized representatives of the District and/or other local, regional, or state agencies concerned with the Project necessary for the development of the drawings, specifications, and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue through the planning and construction of the Project and the contractor's warranty period. Architect shall only take direction from staff specifically designated by District (the "District Representative"). The District Representative for the Project shall be **Diane L. Miller, Director of MOTF**. The District hereby certifies that the District Representative has been duly authorized by the Governing Board of the District to represent the District on Project.

B. HIRING OF CONSULTANTS AND PERSONNEL.

- 1. Architect shall have the option, unless given written objection from the District, to employ at its expense architects, engineers, or other persons, qualified and licensed, to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as it may delegate without relieving itself from its obligations under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's consultants.

Architect shall notify District of the identity of all consultants prior to their commencement of work.

2. All engineers, experts and other consultants retained by Architect in performance of this Agreement shall be licensed to practice in their respective professions, where required by law.
3. Architect shall promptly obtain written District approval of Architect engineers and consultants, and any changes in Architect's engineers, consultants and staff shall be subject to approval by District.
4. Draftsmen and other clerical personnel shall also be retained by Architect at Architect's sole expense.

C. BUILDING PERMITS AND CONFORMITY TO LEGAL REQUIREMENTS.

1. The Architect shall identify applicable governmental agencies having jurisdiction over construction Project. The Architect shall endeavor to ensure that its drawings and specifications comply with the applicable requirements of law, local, regional, and State, and the requirements of public authorities and bodies formed under local, regional, State, or federal law, including, but not limited to, the Division of State Architect (structural safety, fire/life safety, and access compliance section), the State Department of Education, state, local or regional planning agencies, whose approval of the drawings and specifications must be obtained, and shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval in accordance with this Agreement.
2. Architect shall endeavor to use its professional efforts to interpret applicable Americans with Disabilities Act (ADA) requirements and California accessibility regulations as they apply to the Project and endeavor to inform District of any inconsistencies between federal and state accessibility regulations and of requirements which are subject to conflicting interpretations of the law. The Architect cannot and does not warrant that the Project will comply with all interpretations of the ADA in relation to the requirements of other federal or state regulations. Interpretation of inconsistencies and areas subject to conflicting interpretations shall be the responsibility of District.

D. INITIAL PLANNING PHASE OF PROJECT.

1. Provide advice and assistance to District in determining the feasibility of the Project, the type and quality of materials and construction to be selected, the site location and other initial planning matters.
2. Architect shall notify District in writing of potential complications, cost considerations, unusual conditions, and general needs that potentially impact the Project budget and timeline.
3. Architect shall assist and advise District in securing easements, encroachment permits, and coordination with utilities, rights of way, dedications, coordination with adjacent Property Districts, infrastructure, and road improvements.
4. If so required by the District, Architect shall assist in the conducting of the "initial study" necessary to determine the application of the provisions of the California Environmental Quality Act of 1970.

E. SCHEMATIC AND DESIGN DEVELOPMENT PHASES

1. On specific written approval by the District of the initial planning described in Paragraph (D) of this Article, the Architect shall prepare schematic design documents, including a site plan and other Project related information necessary and required for an application by the District to any local, regional, State, or Federal agency for funds to finance the construction Project.

2. The Architect shall prepare a written statement of estimated probable construction costs, based on current area, volume, and other unit costs. Architect shall additionally prepare a written time schedule for the performance of work on the Project that itemizes constraints and critical path issues. The purpose of the cost estimate is to show probable cost in relation to the District's budget. If Architect identifies site or other cost considerations which impact the Project budget, Architect shall disclose such conditions in writing to District. Architect shall revise the written statement of construction costs and the written time schedule for the performance of the work as necessary to address changed conditions or dates.
3. The Architect shall provide two (2) complete sets of the schematic plans described in section (E) (1) for District review and approval. Additionally, at District expense, the Architect shall provide copies of such documents as required by any State, federal, local, or regional agencies concerned with the Project, including, but not limited to the Division of State Architect, and any other appropriate federal, State, local, or regional regulatory bodies. Any additional copies required shall be provided as a reimbursable expense per Article 4.
4. Architect shall provide a timetable of Project development and Architect's work to District;
5. The Architect shall assist District in applying for and obtaining required approvals from all applicable governmental agencies and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities and governmental agencies for the securing of priorities, materials, or funds as an aid in the construction of the Project and obtain final Project approval and acceptance by said agencies as required.
6. The Architect shall provide design presentation drawings including a color schedule of all materials and selections of materials, finishes, and other matters involving an aesthetic decision of the Project for presentation to the governing board of the District for review and approval.
7. On specific written approval by the District of the Schematic Design described in this Article, the Architect shall prepare Design Development Documents. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.
8. Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, or other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices, or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District. Architect shall provide to the District, at no additional cost to the District, one complete set of preliminary plans for the review and written approval of the District, and one set for each public agency having approval authority over such plans for their review and approval where the printing cost of agency review sets is paid by District..

F. CONSTRUCTION DOCUMENTS AND AGENCY APPROVAL PHASES.

1. On specific written approval by the District of the Design Development documents described in Paragraph E (7) of this Article, the Architect shall prepare such complete working drawings and specifications as are necessary for obtaining complete bids and for efficient and thorough execution of work. The drawings and specifications shall set forth in detail the work to be done, the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, electrical system and utility service connection equipment and site work.

The final drawings and specifications must be in such form as will enable the District to obtain responsive bids or proposals. The drawings shall be clear and legible so that uniform copies

may be obtained from them. The specifications shall be typed on letter size paper properly indexed and numbered and shall be capable of being clearly copied and assembled in a professional manner by Architect.

2. District shall review, study and check the drawings and specifications presented to it by Architect and make any necessary revisions or obtain approval of such documents by the Governing Board of the District, subject to the approval of the Division of the State Architect. Architect shall, at no additional cost, make all District-requested changes, additions, deletions, and corrections in the drawings and specifications so long as they are not in conflict with the requirements of public agencies having jurisdiction, prior approvals, inconsistent with prior District direction, or inconsistent with Architect's professional judgment. The parties hereto agree that the Architect and not the District possesses the requisite expertise to determine the constructability of the drawings and specifications. The District's review and approval of the drawings shall not be conclusive of the constructability of the plans, and the Architect shall remain solely responsible for the sufficiency and completeness of such documents.
3. It is understood by the Architect that the District shall specify the sum of money, defined as the "Construction Budget" set aside to cover the total cost of the construction of the work exclusive of Architect's fees and testing/inspection costs, and the Architect agrees to use reasonable efforts to develop the plans so that the total construction cost to the District will not exceed the Construction Budget. Architect shall endeavor to keep the actual cost of the work as low as may be reasonably consistent with the purpose of the project and proper workmanship and materials. Should it become evident that the total construction cost, based on the Final Estimate of probable construction cost prepared in accordance with paragraph G (3), will exceed the Construction Budget, the Architect shall at once present a statement in writing to the District Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

After notification by the Architect that the Final Estimate exceeds the Construction Budget, the District shall direct the Architect to proceed as follows:

- a. Modify documents as required to bring project within the Construction Budget, including use of alternates and phased construction, or;
- b. Revise the Construction Budget to the Architects Final Estimate.

Subject to paragraph G (4) of this Article, in the event that the District is not notified that the Final Estimate exceeds the Construction Budget, and the lowest responsible bid received by the District from contractors for the construction of the work exceeds the Construction Budget by greater than ten percent (10%), then Architect shall, if requested by the District, and without extra compensation therefore, revise the plans and specifications for the work so that the construction may be completed for the total cost which does not exceed the Construction Budget or so that certain portions of the Project may be omitted, deferred or separately bid.

4. The District may approve cost increases or reductions resulting from changes to the original project scope, including, but not limited to:
 - a. Costs changes resulting from District's changes in the original program
 - b. Cost changes resulting from the District's acceptance of substitutions of projects products or systems
 - c. Cost changes resulting from unforeseen conditions including soils conditions and abatement of hazardous materials
 - d. Cost changes resulting from events causing delay at any time in the progress of the Work, including any act or neglect of the District, District's Representatives, or separate

contractors employed by the District, or by changes ordered in the Work, or by labor disputes, flood, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipatable, unavoidable casualties, governmental action or restrictions, injunction, or other causes beyond the Architects control, or by delay authorized by the District pending mediation, or by other causes which the District and Architect agree may justify delay.

- e. Cost changes resulting from changes and delays caused by the review of any and all approval agencies.
 - f. Costs resulting from possible omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by the Architect.
5. The Architect shall provide two (2) complete sets of the final working drawings and specifications described in Paragraph F (1) for District review and approval.
 6. DSA and Agency Approval: Additionally the Architect shall provide copies of such documents as required by any State, federal, local, or regional agencies concerned with the Project, including, but not limited to the Division of State Architect (DSA), and any other appropriate federal, State, local, or regional regulatory bodies. District shall pay printing costs for such copies.
 7. After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents, which shall include the final working drawings and specifications and all other Project documents (collectively, the "Contract Documents") to DSA for plan check, and make the necessary corrections to secure DSA approval. At District's expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA. The Architect shall provide the District, at the time of DSA approval of the final form of the Contract Documents, with the Architect's "Final Estimate" of probably construction costs and construction schedule, which shall be given final written approval by District's governing board along with the Contract Documents.

G. BID PHASE.

1. If so required by District, Architect shall assist District in the completion of bidding and contract documents, including but not limited to Advertisement for Bids, Information for Bidders, Bid Forms, Bonds, General Conditions, Special Conditions, Agreement, documents required to comply with Disabled Veteran Business Enterprise preferences (if required), affirmative action documents, or any other documents required in order to obtain responsive bids. All such documents shall be subject to the approval of the District and District's counsel.
 - a. District shall provide Architect with all bid procedure documents, contract forms, conditions of the contract for construction, and similar documents defining the bidding procedures and the District/Contractor contract form the District has elected to use. District shall be responsible for verifying such documents are current and comply with all applicable laws and regulations. District shall provide the Architect such documents in final form for inclusion in the bid documents, or in an electronic format acceptable for use by the Architect.
 - b. As a part of the bidding and contract requirements between the District and Contractor, District shall require the Contractor to name the District, Architect and Architect's consultants as an additional insured on all Commercial General Liability insurance provided by the Contractor.
2. Architect shall assist District, if so requested, in pre-qualifying bidders pursuant to Public Contract Code.

3. If the lowest responsible bid on the Project exceeds the Architects Final Estimate by ten percent (10 %), District may request Architect to amend the final drawings and specifications to re-bid the Project so that bids are within ten percent (10%) of the Final Estimate. At the request of District, Architect shall provide working drawings and specifications, which include alternate bids as deemed advisable by the District.
4. Following District's approval of the Contract Documents and Final Estimate, Architect shall provide to District at District expense, sets of Contract Documents in adequate number for bidding purposes. Architect shall assist District notifying potential interested parties to obtain the copies of Contract Documents, in obtaining bids on the Project and in awarding the contract.
5. Architect shall assist District in the bidding phase, including responding to bidders' questions and preparation of addenda.

H. ADMINISTRATION OF CONTRACT FOR CONSTRUCTION PHASE.

Observation of the work executed from the final working drawings and specifications shall be in person by the Architect, provided that the District may in its discretion consent to such observation by a competent representative of the Architect. The Architect's responsibility shall include the preparation of all documents made necessary by errors in the originally approved drawings or specifications and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction.

The Architect shall provide general administration of the Contract for Construction based on the Contract Documents, including, but not necessarily limited to the following:

1. Architect shall conduct a pre-construction meeting with all interested parties.
2. Periodic visits to observe contractor's work and for general conformance with the plans and specifications and that work is progressing in general accordance with the Construction Documents and contractor's schedule (every 2 weeks, or more frequently if deemed appropriate in the Architect's professional opinion).
3. Periodic site visits to communicate and observe the activities of the Project inspector employed by District (at least every 2 weeks). Architect shall direct the inspector and/or contractor and coordinate with the inspector in the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to underground utility lines. Such drawings shall be prepared by the contractor and forwarded to District upon completion of the Project.
4. Cause engineers and other consultants as may be hired by Architect pursuant to this Agreement, to observe the work completed under their disciplines as required, and review all test results for general conformance with the original approved documents for their portion of the Project.
5. Make regular reports as may be required by the applicable local, regional and state agencies;
6. Provide written reports to the District after each construction meeting to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work;
7. Make written reports to the District as necessary to inform District of problems arising during construction, changes contemplated as a result of the problem and progress of work.
8. Keep records of construction progress and time schedules and inform contractor and District of any deviations from the time schedule, which would delay timely completion of Project.

9. Check and process all required material and test reports and report to the Division of the State Architect, the Contractor and the District any deficiencies in material as reflected by those reports with recommendation for corrections of such deficiencies.
10. Review in a timely manner schedules and shop drawings, samples, and other submissions of the contractor and subcontractors for general compliance with design and specifications;
11. Reject work or materials, which do not conform to the Construction Documents and notify District of such rejection. The Architect shall have the authority to reject any work, which, in the opinion of the Architect, does not comply with the Construction Documents. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Architect's acts or omissions in breach of this Agreement, the applicable standard of care, or law.
12. Consult with District with regard to substitution of materials, equipment, and the laboratory reports thereof prior to the final approvals of such substitutions by the District in writing;
13. Advise District in writing of any material change, or changes, necessary in the plans and specifications of the Project. Architect shall not order contractors to make any changes affecting contract price without approval by the District of a written change order, pursuant to the terms of the Construction Documents. The Architect may order on his or her own responsibility and pending the Board's approval, changes necessary at the time to meet construction emergencies if written approval of the District Representative is first secured;
14. Examine, verify, and approve contractors' applications for payment and issue certificates for payment in amounts approved by Inspector;
15. Coordinate final color and product selection with District's original design concept.
16. Determine date of substantial completion;
17. After determining the Project is substantially complete, the Architect shall inspect the Project and provide the District and contractor a written list of all deficiencies, including minor items ("punch-list items"). Architect shall notify Contractor in writing that all deficiencies and punch list items must be corrected prior to acceptance of the Project.
18. Assemble for and provide to District written warranties; guarantees, Districts' manuals, instruction books, diagrams, record drawings ("as-builts"), and any other materials required from the contractors and subcontractors;
19. Make any further observations of Project necessary to issue Architect's Certificate of Completion and final certificate for payment.
20. Cause engineers and other consultants, as may be hired by Architect pursuant to this Agreement, to file required documentation with governmental authorities necessary to close-out Project.
21. Advise District on apparent deficiencies in construction during one-year warranty period following acceptance of work.

I. ADDITIONAL SERVICES OF ARCHITECT.

At District request, Architect may be asked to perform additional services not included in this Agreement ("Additional Services"). No additional compensation shall be paid to Architect for performing Additional Services unless District and Architect agree in writing as to the amount of compensation for the Additional Services prior to such services being rendered. District may elect to allow Architect to perform Additional Services on an hourly basis (see attached Hourly Rate Schedule – Exhibit A. Additional Services may include, but shall not be limited to, the following:

1. Architectural Programming;
2. Plan preparation and/or administration of work on portions of the Project separately bid;
3. Assistance to District, if requested, for the selection of moveable furniture, equipment or articles which are not included in Construction Documents;
4. Services caused by delinquency, default or insolvency of contractor or by major defects in the work of the contractor in the performance of the construction contract;
5. Revisions in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the District or due to causes beyond the control of Architect;
6. Serving as an expert witness on District's behalf;
7. Observation of repair of damages to structure.
8. Work required to obtain any local discretionary approvals (i.e. conditional use permits, etc.)
9. Preparation of plans and specifications as required by District to comply with California High Performance Schools programs, LEED certification, or other specialized energy or sustainable design criteria.

J. ELECTRONIC DOCUMENTS:

1. Upon District request, Architect will provide certain documents in electronic formats to District at the completion of the project, or at termination of Architect's services, provided that there are no outstanding amounts still owed to Architect. As a condition precedent to the transfer of such files, the District acknowledges the following:
 - a. The computer files and the information they contain are provided as-is, in the computer formats used by Architect in the course of business, and in such format as chosen by Architect. The files are provided without warranty or guaranty of compatibility with District software or hardware systems. Further, the District acknowledges data stored on files/disks can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, duration of storage, or human operators.
 - b. The creation of the computer files shall be considered an Additional Service and such shall be compensated as an Additional Service per Article 4.
 - c. The computer files and the information they contain are provided for the District's convenience only. The information provided on the files may not be current with all modifications, including, but not limited to, changes made during agency review, construction, or changes made by the District that the Architect is not aware of.

- d. The District accepts responsibility for ensuring all persons, including consultants and contractors, comply with these requirements and limitations in using the information provided on these files. Further, the use of these files is limited solely to this project. Use of files on other projects or on other applications by District is expressly prohibited.
2. Subject to these conditions, Architect agrees to deliver to District the following electronic files:
 - a. One set of the Contract Documents, including drawings, bidding documents, and specifications, in PDF or similar non-CAD electronic format, as used for bidding purposes.
 - b. One set of CAD electronic documents, consisting of site plans, floor plans, and roof plans, each as provided by architectural, structural, civil, mechanical, plumbing and electrical disciplines, complete with all required reference files to prepare a complete CAD drawing. Such drawings will be provided without professional seals, stamps and title blocks of Architect or Architect's consultants.

K. ELECTRONIC DOCUMENT TRANSMISSION

1. District understands and agrees the Architect relies on various forms of data transmission as a means of conducting Architect's business, including the Internet, and that the Internet may be used for intentional and malicious purposes, including transmission of electronic applications commonly referred to as computer "viruses" or "worms." While the Architect endeavors to eliminate the propagation of such applications through its systems and network, the Architect has no control over the actions of third party Internet service providers or users of the Internet or similar systems. Consequently, District agrees to waive any and all claims against Architect relating to the propagation of virus applications that may cause damage of any kind to the District, unless resulting from the negligence or misconduct of Architect.

ARTICLE 4. DISTRICT RESPONSIBILITIES.

The District's responsibilities shall include, but not be limited to, the following:

A. PROJECT DATA

District shall, upon request by Architect and to the extent held by District, provide to the Architect all necessary data and information concerning the purpose and requirements of the Project, including realistic scheduling and budget limitations. It shall be District's responsibility to supply Architect with the necessary information to determine the proper location of all improvements on existing sites, including, but not limited to, record drawings ("as-built drawings") in the District's possession or control. Even though Architect will make a good faith effort to verify the accuracy of such information and as-built drawings by means of a visual, non-destructive review of the interior and exterior site conditions, Architect shall be entitled to rely upon the accuracy and completeness of all documents and information provided by District. In addition, District shall also make a good faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to Architect, which may not be shown on the as-built drawings.

B. SURVEYS

1. The District shall procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey. Survey shall be provided in electronic format.

C. TESTS AND INVESTIGATIONS

1. To the extent required for the Project, the District shall procure chemical, mechanical, or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations in compliance with applicable regulations.
2. The District shall disclose, to the extent known to the District, the results and reports of prior tests, inspections or investigations conducted for the Project including but limited to: all existing building systems, on-site, off-site utility and service systems; chemical, air and water pollution; hazardous and toxic materials; or other environmental and subsurface conditions. The District shall disclose all information known to the District regarding the presence of all pollutants and/or hazardous materials at the Project's site.

D. ADMINISTRATIVE RESPONSIBILITIES

1. The District shall distribute documents to bidders and conduct the opening of bids on the Project, if applicable.

2. The District shall designate a representative authorized to act as liaison between Architect and District in the administration of this Agreement and the Construction Documents. Such person or persons shall attend meetings during construction and accompany Architect and Contractor on the final inspection.
3. District shall review all documents submitted by Architect, including change orders and other matters requiring Governing Board approval or approval of District officials. District shall advise Architect of decisions pertaining to such documents within a reasonable time after submission.
4. District shall notify Architect in writing if any deficiencies in material or workmanship become apparent to District during contractor's warranty period.
5. The District shall be responsible for obtaining easements, discretionary permits, use fees, zoning variances and legal authorizations regarding site utilization required for the completion of the project and the execution of the District's program, including but not limited to, actions required for compliance with the California Environmental Quality Act ("CEQA") and the site approval process required by the California Department of Education (CDE) including, without limitation, approval by the Department of Toxic Substance Control (DTSC). Architect and Architect's consultant team shall cooperate with District staff and District Consultants retained by the District for preparation and analysis of all required reports to complete the environmental review process leading to approval of the Project.
 - b. Unless otherwise provided in this Agreement, the District shall be responsible for the process of identifying, applying for and obtaining all requisite permits and approvals from local and state agencies with jurisdiction over the Project. Architect shall assist, cooperate and coordinate with District in District's efforts to satisfactorily complete all permit processes applicable to the design, construction and ongoing operation of the Project, including preparation of required documents.
6. It is expressly understood that the District shall pay all required fees levied by local and state agencies with jurisdiction over the Project (including but not limited to, plan check, permit and utility connection fees).
7. Architect shall be entitled to reasonably rely upon the accuracy and completeness of approvals, information, permits, surveys and reports provided by the District, except to the extent the District advises the Architect to the contrary in writing.
8. The District shall perform all required site mitigation or remediation, including abatement of hazardous/toxic site contaminants, asbestos and/or lead containing material, at its sole cost.
 - a. In consideration of the presence or potential presence of asbestos containing material, or hazardous or toxic substances, products or materials at or near the Project site, the District agrees, to the fullest extent permitted by law, to waive all claims against the Architect and to indemnify and hold harmless the Architect in accordance with Article 10 from and against all claims, suits, and liabilities arising out of or in way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos containing material, or hazardous or toxic substance, products or material that exists on or about the project site, whether liability arises under breach of contract or warranty, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Architect.
 - b. The District acknowledges that the Architect is not and shall not be required to be in any way an "arranger", "generator", "operator", or "transporter" of hazardous materials, as these terms are defined in applicable federal or state statutes.

9. The District shall not require the Architect to use specific computer systems, CAD program applications, estimating and/or scheduling systems, financial reporting formats or other data management and reporting systems without Architect's consent.
10. The District shall appoint and pay an Inspector as provided by State law. Said Inspector shall be qualified and approved by the Division of State Architect and shall be under the technical direction of the Architect with regard to interpretation of the plans and specifications, and responsible to, and act in accordance with the policies of the District. The administration of the contract for construction by Architect and his or her engineers shall be in addition to the continuous personal supervision of the District's Inspector. Architect may rely on the Inspector's performance of services.
11. The District shall retain a testing service for materials testing and inspection as required by Title 21 of the California Code of Regulations.

ARTICLE 5. ARCHITECT'S FEE.

A. BASIC SERVICES.

The District shall pay to the Architect for the performance of all services rendered herein fees based on the Architect's Fee Schedule, which constitutes complete payment for the Architect's services under this Agreement.

B. PAYMENT FOR ADDITIONAL SERVICES.

The Architect shall be paid for Additional Services pursuant to the written agreement between the parties approving the Additional Services and the compensation for the Additional Services.

C. REIMBURSABLE EXPENSES.

1. Reimbursable Expenses are in addition to compensation for basic services and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses and will be reimbursed to the Architect by the District at 1.10 times actual cost:
 - a. Expense of reproduction, postage and handling of drawings, specifications and other documents for agency approvals, bidding, construction and record drawings.
 - b. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the District in excess of that stipulated in Article 12 and normally carried by the Architect and Architect's consultants.
 - c. Expense of reproduction of District provided Record Drawings and As-Builts of existing facilities if required by the Architect in the performance of this Agreement.

D. REUSE OF EXISTING PLANS.

In the event Architect reuses existing plans and specifications of another school for the Project, previously prepared by Architect, a credit (or reduction in the Basic Fee) shall be given to the District for such reuse as follows:

1. If the existing documents are a direct reuse of the plans, a credit shall be given the District of 40 percent of the Architect's Construction Document Phase fee that would otherwise be due only (40 percent of the total Project fee), however, the credit shall only apply to the building costs.
2. If the existing documents are a flip or reverse reuse of the plans, a credit shall be calculated at 30 percent of the Architect's Construction Document Phase fee that would otherwise be due

only (40 percent of the total Project fee), however, the credit shall only apply to the building costs.

3. In the event of a reuse of documents, the Architect shall be compensated (the credit shall be reduced) on an hourly basis for all work required to redesign and update the plans to accommodate District requested changes, equipment or manufacturer changes, revised code requirements, or other revisions necessitated by the passage of time from the point when the documents were originally produced until the time of reuse. In no event shall the hourly compensation to revisions to plans exceed the Basic Fee that would otherwise be due Architect in the event no reuse had occurred.

E. MULTIPLE BID PACKAGES.

1. If the District decides to utilize Construction Management (CM) and/or Multiple Prime Construction, the Architectural fee shall be increased by three-fourths of a percentage (.75 percent). If so directed by the District as part of the preparation of contract documents, and before initial DSA submittal for approval, final working drawings and specifications shall be prepared so that portions of the work may be performed under separate construction contracts or that the construction of certain buildings, structures, facilities, or other parts of the Project may be deferred. Should direction be given after DSA approval of project, the Architectural fee shall be increased by one and one-fourths of a percentage (1.25 percent).
2. Architect agrees to meet and coordinate with District's CM consultants, and to review documents proposed for use by the CM, including specification sections.
3. When the District elects to use CM consultants, the District agrees that the Architect, not the CM consultant, has final approval regarding drawings and specifications as proposed by the CM consultant. Such approval shall not be unreasonably withheld.

ARTICLE 6. PAYMENTS TO ARCHITECT.

- A. For all "Basic Services" satisfactorily performed, the total compensation paid to the Architect for the Project shall be no more than the amount set out in the approved addendum to this Agreement for the Project. The Architect's total compensation for a Project under this Agreement shall not exceed [INSERT PERCENT IN WORDS] percent (~~NA~~%) of the final adjusted Project Construction Cost for the Project. Architect's compensation shall be paid by District to Architect monthly in arrears incrementally within the following phases as follows based upon the percentage of work completed:

Phase	Percentage of Total Fees
1. Schematic Design Phase	20 percent
2. Construction Document Phase	40 percent
3. DSA Approval	10 percent
4. Bidding Phase	10 percent
5. Construction Phase	20 percent

Architect's fees for all projects with Letters of Authorization dated prior to 7/22/2015 are fixed fees. Future fees shall be negotiated on a project-by-project basis and may allow for a fee adjustment based on final bid price. Upon any adjustment (increase or decrease) to the Project Construction Cost as permitted by this Agreement, including but not limited to any adjustment made at such time as bids are received, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

"Project Construction Cost" shall mean the Final Estimate of total construction costs to the District as initially submitted by the Architect under this Agreement and accepted by the District, and as subsequently revised by the District to account for actual construction contract costs and District directed or approved additive or deductive change orders, with the exception of (i) items resulting from Architect's acts or omissions in breach of this Agreement, the applicable standard of care, or law, (ii) any approved payments to Architect for costs of inspections, surveys, tests and sites and landscaping not included in the Project, and (iii) items where Architect and District agreed to compensate the Architect for its services on an hourly basis.

- B. Architect shall not receive final payment until completion of all Architect's required duties, including, but not limited to, Architect's filing of all necessary DSA close out documentation.
- C. In order to receive payment, Architect shall present to District an invoice for payment for approval by District's authorized representative designating services performed, method of computation of amount payable, and amount payable.
- D. Payments made for extra work or special services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon.
- E. Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in Article 8 hereof.
- F. District shall not withhold or postpone payment for services rendered as a discount or offset for any claim by District against the Architect unless agreed to in writing by Architect or the Architect has been found to be legally liable for such amounts. In addition, the District shall not withhold payments to the Architect contingent on the construction and completion of the project, or receipt of funds, reimbursements, or credits from other parties who may be liable for claims by the District.
- G. When the construction period for the project is extended more than Ninety (90) days past the contractors' completion date, the Architect shall be compensated for those additional costs caused by such delay, including staff costs, consultant costs and expenses.
- H. The Architect shall be compensated for those additional costs, including staff costs, consultant costs and expenses, caused by Contractors default or by Contractors failure to pay subcontractors and suppliers, including assisting District with Stop Notices, Notice of Lien, coordination with surety companies, and all other related tasks.

ARTICLE 7. INSTRUCTIONS TO PROCEED.

If the District elects, in its sole discretion, to add a Project or Projects to this Agreement by addendum, the Architect will be granted authorization to proceed with such Project or Projects by a District signed Letter of Authorization.

ARTICLE 8. TIME SCHEDULE.

- A. Architect shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the work.
- B. Any delays in Architect's work because of the actions of the District or its employees, those in direct contractual relationship with District, by a governmental agency having jurisdiction over the Project, by any third party, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of Architect, shall be added to the time for completion of any obligations of Architect, subject to reasonable District approval. District shall not be liable for damage to Architect on account of such delays.

- C. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by Article 12 remain in effect during the requested additional period of time.

ARTICLE 9. SUSPENSION, ABANDONMENT, TERMINATION.

- A. The District hereby reserves the right to suspend or abandon at any time all or any of the construction work on the Project(s) or to terminate this Agreement at any time. In the event of such suspension, abandonment or termination, the Architect shall be paid pursuant to the schedule of payments set forth in Articles 4 and 5 of this Agreement for services rendered up to the date of such suspension, abandonment, or termination. If the date of suspension, abandonment or termination occurs prior to the date of approval of preliminary studies or prior to the date of approval of the working drawings, such payments shall be the reasonable value of the services rendered up to the date of such suspension, abandonment, or termination less any payments theretofore made, as determined by the District, and the Architect hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment, or termination.
- B. If the Architect's services are suspended by the District for less than thirty (30) days, the District may require the Architect to resume services within ten (10) days after written notice from the District. If the project has been suspended for thirty (30) days or more, the Architect shall be entitled to delay start up of the project for thirty (30) days to permit re-assembling staff and consultant resources, and Architect shall be entitled to additional compensation for expenses incurred as a result of the suspension and resumption of services. Suspension of project for ninety (90) days or more shall be cause for termination by Architect at Architect's sole election. Following notice from the District, the Architect shall prepare an updated project schedule for District's review
- C. Upon payment of the amount required to be paid under this Article following the termination of this Agreement, the District shall have the right to use completed contract documents or other work product prepared by Architect as defined by this Agreement. Architect shall make such documents available to the District upon request and without additional compensation.
- D. This Agreement may be suspended by the Architect upon seven (7) days written notice to the District for the District's substantial failure to perform in accordance with the terms of this Agreement, including, but not limited to, breach of payment. The Architect shall have no liability to the District or others for such suspension caused by such breach of Agreement. Upon receipt of payment or the resolution of such other breach which caused the Architect to suspend services, the Architect shall resume services subject to the schedule and compensation adjustment provisions of Article 4.
- F. This Agreement may be terminated by the Architect for cause upon not less than seven days written notice for any of the following reasons:
1. Substantial failure by the District to perform in accordance with the terms of this Agreement through no fault of the Architect.
 2. Assignment of this agreement or transfer of the Project by the District to any other entity without the prior written consent of the Architect.
 3. Suspension of the project by the District for more than ninety (90) days.
 4. Material changes in the conditions or scope of services under which this Agreement was entered into and the failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such material changes.
- G. In the event of termination under this Article 8, the District shall compensate the Architect for all documented services rendered to date and all documented expenses incurred to date.

ARTICLE 10. OWNERSHIP OF DOCUMENTS.

Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, presentation drawings, structural computations, estimates and related documents prepared by Architect (hereinafter collectively referred to as the "Plans") solely for use on this Project pursuant to this Agreement. The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District re-uses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

The Architect retains all rights to all copyrights, designs, common law, statutory and other reserved rights, and all other intellectual property embodied in the plans, record drawings, specifications, estimates and other documents that the Architect or its consultants prepares or causes to be prepared pursuant to this Agreement.

Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared pursuant to this Agreement. **Architect shall indemnify, defend and hold the District harmless pursuant to Article 10 of this Agreement for any breach of this Article due to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

This license shall terminate immediately upon District's failure to comply with the terms and conditions of this Agreement.

ARTICLE 11. INDEMNITY.

A. ARCHITECTS INDEMNITY:

Architect shall indemnify and hold harmless the District and its officers, directors, partners, employees, affiliates, and agents (all of whom are referred to herein collectively or individually as "Indemnitees") from and against any and all claims to the extent such claims are caused by the negligence, recklessness, or willful misconduct of Architect, its officers, partners, employees, consultants, contractors or agents. The foregoing obligations of Architect include and apply without limitation to any injury, death or damage to Indemnitees, third parties, or any or all of them, their respective, officers, partners, employees or agents and their respective property.

B. DISTRICT INDEMNITY.

District shall indemnify and hold harmless the Architect and its officers, directors, partners, employees, subcontractors, consultants, affiliates, and agents (all of whom are referred to herein collectively or individually as "Indemnitees") from and against any and all claims, to the extent such claims are caused by the negligence, recklessness, or willful misconduct of the District, its officers, trustees, employees, consultants, contractors or designated agents. The foregoing obligations of District include and apply without limitation to any injury, death or damage to Indemnitees, third parties, or any or all of them, their respective, officers, partners, employees or agents and their respective property.

ARTICLE 12. ERRORS AND OMISSIONS.

- A. The Architect may not be paid a fee for work required due to the Architect's negligence in the performance of responsibilities under this Agreement.
- B. If, due to the Architects negligence, a required item or component is omitted from the construction documents, the Architect shall be responsible only for the costs that can be reasonably determined to be in excess of what would have been included by contractor at the time of the bidding, as well as all required additional costs associated with correcting the Architect's omission or negligent act.
- C. Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis with limits of at least _____ Dollars (\$ _____) with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000).

Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article, and Architect shall include such provisions in its contracts with them.

ARTICLE 13. INSURANCE.

- A. Architect shall maintain in full force and effect at its sole cost and expense from the time this Agreement is entered into until the date of acceptance of the work by District, insurance as set forth in this Article and Article 11. All insurance provided for under this Agreement shall be with a carrier satisfactory to District. Prior to commencement of work, the Architect shall furnish to the District a certificate of insurance evidencing the above coverage. The District shall not be obligated to make any payment to Architect until after its receipt and acceptance of said certificate.
 1. Workers' compensation insurance as required by applicable laws, and employers' liability insurance, with a limit of not less than \$1,000,000.
 2. Commercial general liability insurance for bodily injury and property damage liability, the limits of which shall not be less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Commercial general liability policies obtained and maintained by the Architect shall contain endorsements naming the District and other interested parties designated by the District as additional insured and shall include products completed operation coverage as well as contractual liability coverage for liability assumed by Architect under this Agreement.
 3. Business automobile liability insurance for bodily injury and property damage. Such insurance shall extend to owned, non-owned, and hired automobiles used in the performance of this Agreement. The limits of liability shall not be less than \$1,000,000 per occurrence and shall name the District and other interested parties designated by the District as additional insured.
 4. Professional liability insurance coverage of \$1,000,000 per claim and annual aggregate.

- B. If District requires Architect to obtain Project insurance, such insurance shall begin when construction begins at which time Architect shall provide evidence of the existence of such policy to District. The cost of such insurance shall be borne by the District.

ARTICLE 14. RECORDS.

Architect shall maintain records of direct personnel and reimbursable expenses pertaining to the extra and special services of this Project that are compensable by other than a flat rate. Architect shall maintain all records of accounts between District and contractor on a generally recognized accounting basis. Such records shall be available to the District or its authorized representative for inspection or audit at any reasonable time. Architect shall maintain all records concerning the Project for a period of seven years after its completion.

ARTICLE 15. STANDARDIZED MANUFACTURED ITEMS.

- A. Architect shall cooperate and consult with District in use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment and fixtures, roofing materials and floor covering. All such manufactured items shall be standardized to the District's criteria to the extent such criteria do not interfere with building design.
- B. When directed by the District in writing, Architect will include in the Contract Documents specific materials, systems and processes reflecting a particular manufacturer and that manufacturers proprietary characteristics, including designation of such materials, processes and systems as "No Substitution". District agrees to indemnify Architect per Article 10 for such "No Substitution" direction, including all claims concerning Public Contract Code Section 3400.
- C. When directed by the District in writing, Architect will review District's suggested materials, systems and processes. When deemed necessary by Architect, Architect will advise District in writing of the Architects concerns regarding the suitability or applicability to the project. If directed by District in writing, Architect will include such materials, processes and systems in the Contract Documents. District agrees to waive any and all claims against the Architect and to indemnify the Architect per Article 10 for use of materials, systems and processes when such use was directed by the District against the Architect's recommendations. However, if the Architect considers such direction is contrary to the public interest or is in conflict with applicable codes, the Architect reserves the right to refuse such direction.
- D. The District understands and agrees that materials, systems and/or processes that are permissible under current building codes and regulations may, at some future date, be banned or limited in use because of presently unknown hazardous and/or defective characteristics. In such cases, the District agrees to waive any and all claims against Architect as a result of such change in the definition of such materials, systems and/or processes in the future.

ARTICLE 16. LIMITATIONS OF AGREEMENT.

This Agreement is limited to and includes only the work included in the Project(s) amended hereto and attached by exhibit.

ARTICLE 17. MEDIATION.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The mediation process shall provide that both parties select a disinterested third person mediator within a reasonable period of time, mutually agreed to by the parties. The mediation shall be commenced within thirty (30) days of the selection of the mediator. If the parties agree to mediation but fail to select a mediator within the 15-day period, any party may petition the Superior court of Monterey County to appoint the mediator.

ARTICLE 18. COMPLIANCE WITH LAWS.

Architect shall endeavor to comply with applicable requirements of federal, state, and local law, including, but not limited to the International Building Code, the Education Code, Title 19 and Title 24 of the California Code of Regulations, and applicable requirements prescribed by the California Department of General Services.

ARTICLE 19. INDEPENDENT CONTRACTOR.

Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

ARTICLE 20. SUCCESSORS IN INTEREST AND ASSIGNS.

This Agreement is binding upon and inures to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement, provided, however, that Architect shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District. Any attempted assignment without such consent shall be invalid.

ARTICLE 21. ASBESTOS CERTIFICATION.

Architect shall certify pursuant to 40 CFR section 763.99 (a) (7) that, to the Architects knowledge, no asbestos containing material was specified as a building material in any construction document for the Project, and will ensure that contractors provide the District with certification that all materials used in the construction of any school building are free from any asbestos containing building materials ("ACBM"s). This certification shall be part of the final Project submittal.

ARTICLE 22. MISCELLANEOUS.

The following terms and conditions shall be applied to this Agreement:

A. GOVERNING LAW.

This Agreement shall be construed in accordance with, and governed by the laws of the State of California.

B. ATTORNEYS' FEES.

In the event that either party commences legal proceedings to collect monies owed pursuant to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

C. Entire Agreement.

This Agreement with its exhibits supercedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

D. SEVERABILITY.

Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

E. NON-WAIVER.

None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing.

F. SUPPLEMENTAL CONDITIONS.

Any supplemental conditions shall be attached as an exhibit to this Agreement and incorporated herein by reference.

G. NO THIRD PARTY RIGHTS.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this 22 day of July, 2015.

ARCHITECT:

JK Architecture

DISTRICT:

By:


Signature

Chris Vicencio, AIA; C26985
Printed Name and License Number

Architect
Title

By:

Printed Name

Title

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

SUBJECT: Approval of Consulting Contract with Diane
Mazzoni

MEETING: August 12, 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 requesting approval of the consulting contract with Diane Mazzoni, who will be providing services as the interim psychologist.


Recommendation:

The recommendation is being made for the State Administrator to approve the consulting contract with Diane Mazzoni.

Fiscal Impact:

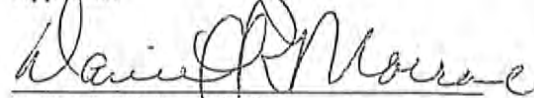
Not to Exceed \$30,000 (Special Education Budget).

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 July 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.
- 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 ^{consultant} 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:

Diane M. Mazzone, LEP, NCSP

CONSULTANT / TITLE

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

7/27/15
Date

Date

Social Security Number of Consultant *

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

Preferred contact information:

Diane Mazzone

CONSULTANT / TITLE (Please Print)

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

Phone number

Cell Phone

Account code: _____

CBO signature _____ Date: _____

Routing:

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

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

SUBJECT: Approval of Consultant Contract with Susan Brooks **MEETING:** August 12, 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 requesting approval of the consulting contract with Susan Brooks, who will be providing valuable food service compliance state reporting and required staff training.

Recommendation:

The recommendation is being made to approve the consulting contract with Susan Brooks.

Fiscal Impact:

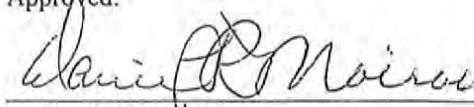
Not to Exceed \$5,000 (Food Service Budget)

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 *Susan Brooks*, an independent contractor, hereinafter called "Consultant," for the period specified in Article 1. "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 July 1, 2015 and it terminates June 30, 2016 unless sooner terminate as provided herein.

II. PAYMENT LIMIT

- Consultant shall be compensated at the rate of \$100 per hour
- Not to exceed a total of 100 hours of service
- Total payment(s) to Consultant, under this contract shall not exceed \$10,000.00

III. DISTRICT OBLIGATION:

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

IV. CONSULTANT'S OBLIGATION

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

V. CONSULTANT SERVICE DESCRIPTION

The contractor shall provide professional development and assistance with State and Federal Reporting as needed throughout the year for the District's food service program.

VI. ASSIGNMENT

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

VII. TERMINATION OF AGREEMENT

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

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

VIII. DISTRICT'S RIGHT OF RETENTION

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

IX. EXTENSION OF TERM

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

X. SIGNATURES

These signatures attest the parties' agreement hereto:

CONSULTANT / TITLE

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

Date

Date

Social Security Number of Consultant *

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

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

SUBJECT: Approval of Software Agreement - ASBWorks

MEETING: August 12, 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 requesting approval of the Software Agreement for ASB software with ASBWorks. This will be our new ASB software and has capabilities to improve ASB account information for ASB advisors and clubs.


Recommendation:

The recommendation is being made for the State Administrator to approve the Software Agreement with ASBWorks.

Fiscal Impact:


General Fund – Not to exceed \$3,700.

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 Street.
King City, CA 93930

July 21, 2015

Re: ASBWorks Software License Agreement

Dear Duane,

Enclosed you will find the signed copy of the ASBWorks Software License Agreement between ASBWorks and South Monterey County Joint Union High School District.

Please let me know if you have any questions.

ASBWorks
324 E. 11th Street, Suite E3
Tracy, CA 95376

Thank you,


Brian Cichella
President

South Monterey County
JUL 23 2015
Joint Union High School District

Software License Agreement



This Software License Agreement ("Agreement") is entered into between Gray Step Software, Inc. ("Licensor") and South Monterey County Joint Union High School District (Customer") on July 1, 2015 ("Contract Date").

1. Definitions

- a. *Software.* The term "Software" shall mean the computer program in object code on the Licensor's website.
- b. *Customer.* The term "Customer" shall mean the named entities signing this agreement.

2. License

- a. *Grant of License.* Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a nonexclusive nontransferable license to use the Software on Licensor's Website.
- b. *Restrictions on Use.* Customer agrees to use the Software only for Customer's own business. Customer shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) use the Software in any manner that is unlawful, or that does not conform to local, state or federal guidelines or compliance.
- c. *Modifications, Reverse Engineering.* Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse engineer the Software's computer programs.
- d. *Delivery.* Licensor shall grant access to the Software on Licensor's website within five (5) days of the effective date of this Agreement.
- e. *In General.* In consideration for the license granted by Licensor under this Agreement, Customer shall pay Licensor a fee in the amount \$2,590 (the "License Fee"). License Fee is based on usage for the following number of sites.

ASBWorks Accounting Software

QTY	TYPE	FEE	TOTAL
2	High School	\$ 1295	\$ 2,590
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
Total			\$ 2,590

Event Tracker Software

QTY	TYPE	FEE	TOTAL
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
Total			\$ 0

Notes:

- f. *Payment Terms.* Payment in full shall be tendered within 45 days of the execution of this Agreement.
- g. *Taxes.* Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.
- h. *Optional Equipment.* Optional equipment such as point of sale hardware may be purchased at standard price sheet rates.

3. Ownership

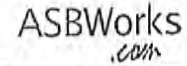
- a. *Title.* Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party.
- b. *Transfers.* Under no circumstances shall Customer allow access to any person or entity not named in this Agreement to Licensor's website and Software without Licensor's prior written consent.

4. Confidential Information

- a. *Confidentiality.* Customer agrees that the Software contains proprietary information, including trade secrets, know-how and confidential information that is the exclusive property of Licensor. During the period this Agreement is in effect and at all times after its termination, Customer and its employees shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Customer shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an

JUL 23 2015

Software License Agreement



employee of Customer without the prior written consent of Licensor. Neither party shall use or disclose any Confidential Information, including information covered under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), provided by the other party except as necessary to carry out the terms of this contract. A party receiving Confidential Information from the other shall use the highest commercial reasonable degree of care to protect that Confidential Information, including ensuring that its employees with access to such Confidential Information have agreed in writing not to disclose the Confidential Information.

5. Use and Training

- a. *Use and Training.* Customer shall limit the use of the Software to its employees who have been appropriately trained. On-site training by Licensor may be provided for \$750 per full day of training (the amount below for training is not included as part of the License Fee in Section 2 above).

QTY (DAYS)	TYPE	FEE	TOTAL
1	Full-Day Training	\$ 750	\$ 750
N/A	N/A	\$	\$ 0
Total			\$ 750

Notes:

6. Warranty

- a. *Warranties.* Licensor makes no warranties with respect to the software, express or implied, including but not limited to the implied warranties of merchantability and fitness. Customer accepts the products "As Is".

7. Limitations Period

- a. *Limitations Period.* No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises.

8. No Consequential Damages

- a. *No Consequential Damages.* Licensor shall not be liable to Customer for indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Customer's use or inability to use the Software, arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, even if Licensor has been notified of the possibility of such damages, and that these limitations will apply notwithstanding any failure of essential purpose of this Agreement.

9. Limitation on Recovery

- a. *Limitation on Recovery.* Under no circumstances shall the liability of Licensor to Customer exceed the amounts paid by Customer to Licensor under this Agreement, the refund of the License Fee paid by Customer being Customer's sole remedy. Licensor may in its sole discretion provide modifications to keep the Software in substantial conformance with this Agreement, replace the Software, or refund the license fees paid to Licensor.

10. Indemnification

- a. *Indemnification.* Licensor shall indemnify and defend Customer from and against any claims, including reasonable legal fees and expenses, based upon a valid claim that the Software infringes on any copyright or patent, provided Customer promptly notifies Licensor of any such claim in writing, allows Licensor to control the proceedings and Customer fully cooperates with Licensor during such proceedings. In the event a court finally determines that the Software infringes on any United States copyright or patent, Licensor may replace, in whole or in part, the Software with a substantially compatible and functionally equivalent computer program or modify the Software to avoid the infringement. Customer shall, at its expense, indemnify, defend, save and hold harmless Licensor from any claim brought or filed by a third party against Licensor due to any failure by Customer, its employees or agents, or Licensor, its employees or agents, to act in accordance with this Agreement or from the release of Confidential Information covered under the HIPAA Act as further described in Subsection 4 above.

11. Term and Termination

- a. *Effective Date.* This Agreement and the license granted hereunder shall take effect on July 1, 2015 .
- b. *Annual Renewal.* This Agreement shall automatically renew July 1, 2016 for an annual fee of \$2,590 per year, unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Customer with a revised License Fee thirty (30) days before the anniversary date of this Agreement.
- c. *Termination.* Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence of one of the following events (an "Event of Default"): (i) In the event the other party violates any provision of this Agreement; or (ii) Upon a party giving thirty (30) day notice of its intent to terminate this Agreement prior to the anniversary date of this Agreement.

12. Assignment

- a. *Assignment.* Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent.

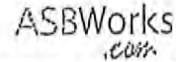
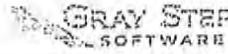
South Monterey County

JUL 23 2015

Page 2 of 3

Joint Union High School District

Software License Agreement



13. Force Majeure

- a. *Force Majeure.* Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors including the failure of Licensor's equipment or the business dissolution of Licensor. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

14. Notices

- a. *Notices.* All notices under this Agreement are to be delivered by (i) depositing the notice in the mail, using registered mail, return receipt requested, addressed to the address below or to any other address as the party may designate by providing notice, (ii) overnight delivery service addressed to the address below or to any other address as the party may designate by providing notice, or (iii) hand delivery to the individual designated below or to any other individual as the party may designate by providing notice. The notice shall be deemed delivered (i) if by registered mail, four (4) days after the notice's deposit in the mail, (ii) if by overnight delivery service, on the day of delivery, and (iii) if by hand delivery, on the date of hand delivery.

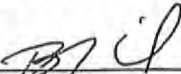
Licensor	Customer
Gray Step Software, Inc. PO Box 4408 El Dorado Hills, CA 95762	South Monterey County Joint Union High School District 800 Broadway Street King City, CA 93930

15. General Provisions

- a. *Complete Agreement.* The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.
- b. *Amendment.* This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.
- c. *Waiver.* The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
- d. *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- e. *Governing Law.* This Agreement and performance hereunder shall be governed by the laws of the State of California. Customer hereby agrees to submit to the jurisdiction of State and Federal Courts in the State of California.
- f. *Independent Contractor.* Each party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other party, and is solely responsible for its own activities. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise or partnership is intended to be formed by this Agreement.
- g. *Counterparts.* This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.
- h. *Read and Understood.* Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

IN WITNESS WHEREOF, IT IS AGREED: Licensor and Customer, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Licensor:



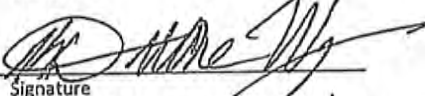
 Signature
 Brian Cichella

 Name
 President

 Title
 7/1/15

 Date

Customer:



 Signature
 K. Duane Wolgast

 Name
 CBD

 Title
 6/24/15

 Date

South Monterey County

JUL 23 2015

Joint Union High School District

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

SUBJECT: Approval of Individual Service Agreement with
MCOE for One to One Assistance for a Special Education Student

MEETING: August 12, 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:

A SMCJUHSD student attending the MCOE program for blind students requires a brail list/media specialist to help maneuver around the campus and to provide all reading materials for the student. These services are provided by MCOE to be reimbursed by SMCJUHSD.

Recommendation:

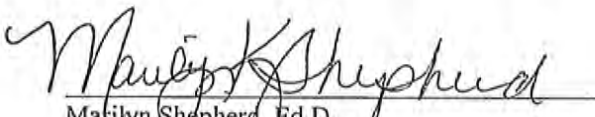
The recommendation is being made for the State Administrator to approve the Individual Service Agreement with MCOE for one to one assistance for a Special Education student.


Fiscal Impact:

\$50,507.74 for Special Education Funds.

Submitted By:

Approved:


Makilyn Shepherd, Ed.D.
Director of Special Education


Daniel R. Moirao, Ed.D.
State Administrator

New
 Revised
 District of Residence Change

Medical Other

MONTEREY COUNTY OFFICE OF EDUCATION
 Division of Special Education
 P.O. Box 80851/801 Blanco Circle
 Salinas, CA 93901

Instructional Paraprofessional
 Braille
 SFE
 HFA

Date: 8/4/15 **Level II**

INDIVIDUAL STUDENT SERVICE AGREEMENT FOR ONE TO ONE ASSISTANCE PROVIDED THROUGH MCOE
2015-2016 School Year

This Agreement specifies the specialized services required by a student enrolled in a special education class or program operated by the Monterey County Office of Education on behalf of the student's District of Residence. The Agreement becomes effective from the date it is signed by the appropriate District Representative and County Office Representative and ends on June 30th of the current fiscal year unless otherwise specified. The District agrees to reimburse the County Office for costs associated with providing the specialized services, as delineated below. One to One support costs will be added to the bill back spreadsheet and included in the monthly fund transfer prepared by MCOE. The specialized services described below are required pursuant to the student's Individualized Education Program (IEP). Changes to the described services can only be effected through the IEP process, with the District Representative, or his/her Designee in attendance at the IEP meeting.

Student Name _____ DOB _____

Address _____ District of Residence King City Jt. Union High School

School Site _____ Teacher/Grade _____

Date of Current IEP 10/29/14 Date of Next IEP Review Meeting 10/29/15

Reason one to one service(s) is/are required:

Alex is legally blind & requires 1:1 brailist/media specialist Level 2 or above to provide Braille support in the classroom & safety monitoring throughout the day. All of his reading material must be adapted to address his disability needs.

Name of MCOE Employee:		<u>Ruby Mercado</u>						
(July 2015 ESY)	Start Date	<u>07/01/15</u>	End Date	<u>07/17/15</u>	Hours Per Day	<u>5</u>	Total school days	<u>12</u>
(Fall 2015-16)	Start Date	<u>08/14/15</u>	End Date	<u>06/08/16</u>	Hours Per Day	<u>6.5</u>	Total school days	<u>183</u>
(June 2016 ESY)	Start Date	<u>06/20/16</u>	End Date	<u>06/30/16</u>	Hours Per Day	<u>5</u>	Total school days	<u>9</u>

Total # of days/service(s) projected to be provided 204 Total # of hours 1294.5

MCOE Principal Triggs MCOE Principal Signature _____

Total Annual Costs to be Charged Monthly to District of Residence \$ 50,507.74 Estimated Cost

District Approval (Print name): Nancy A. Noe MCOE Approval (Print name) _____

Signature of Authorized Representative _____ Date 8/6/15 Signature of MCOE Representative _____ Date _____

01	6500	0	5750	1191	210000	028	0202	0259
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Entered in spreadsheet

Budget entered in Escape

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Vocational Certificate Program (Special Education) **MEETING:** August 12, 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 Vocational Certificate Program is an option for Special Education students wanting to pursue preparation for the workforce upon leaving high school. The program's lessons and activities will empower youth with the ability to set goals, acquire skills and make choices they need for a full life in their community. Students who complete the Vocational program will receive a certificate of completion and employability transcript listing specific skills mastered from the Secretaries Commission on Achieving Necessary Skills (SCANS)

New courses:

Vocational English 9	Vocational math 9	Vocational Health 9	Personal Transition 9
Vocational English 10	Vocational math 10	Vocational Ed Lifestyles (10)	Career Transition 10
Vocational English 11	Vocational math 11		Life Transition 11
Vocational English 12	Vocational math 12		Accessing the Community 12

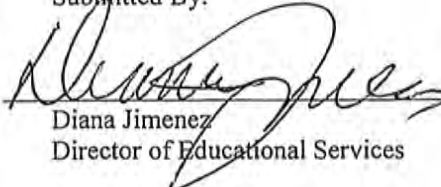
Recommendation:

It is the recommendation of the District that the State Administrator approve the Vocational Certificate Program courses


Fiscal Impact:

Cost of vocational textbooks for English, math, health, life skills, and transition modules. Approximate cost: \$15,000 from Restricted Lottery-textbook fund.

Submitted By:


Diana Jimenez
Director of Educational Services

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Vocational Certificate Program is an option for students wanting to pursue preparation for the workforce upon leaving high school. The alternative vocational curriculum focuses on academics that matches student abilities and interests as well as providing skills needed for the future. The program's lessons and activities will empower youth with the ability to set goals, acquire skills and make choices they need for a full life in their community. Through this program, students will have the opportunity to develop vocational and independent skills that will prepare them to be successful, productive and self-sufficient members of their community. Upon completion of the Vocational Certificate Program, students will receive a Vocational Certificate and Employability Transcript listing specific skills mastered from the Secretaries Commission on Achieving Necessary Skills (SCANS).

Vocational Program Criteria

- Strong Adaptive Skills
- Competitive or Potential to be Competitive
- Independent or Potential to be Independent
- Attendance
- Motivation

Students who are generally not eligible for CVRC services

Cautions

A Diploma is necessary for students wanting to pursue

- Financial aid unless student can pass Ability to Benefit Test
- College beyond community college (unless completing an AA)
- Military

GREENFIELD High School
225 S. EL Camino Real
School
Greenfield, CA 93927
831-674-2751
831-385-4661

KING CITY High School
720 Broadway Street
King City, CA 93930
831-385-5461

PORTOLA-BUTLER
Continuation High
760 Broadway Street
King City, CA 93930
(831) 385-4661

SPECIAL EDUCATION VOCATIONAL CERTIFICATE

Diploma or Certificate?

Students must pass the high school district curriculum geared toward college entrance to earn a standard California high school diploma. For some students this may not be an appropriate way to spend their high school years. Special Education students now have the option to earn a Vocational Certificate achieving competencies in employment readiness skills.

South Monterey County Joint Union High School District Special Education Department has designed curriculum to meet certain employment standards in lieu of the academic diploma.

The Vocational Certificate will provide the following:

- Grades or Pass/Fail classes based on the SCANS (Secretaries Commission on Achieving Necessary Skills) directly related to skills employers are looking for in their employees.
- Electives
- P.E.
- Academic skills directly related to the job
- Development of pre-employment skills
- Learning style and personality style inventories.
- Interest and ability assessment related to careers
- On-Campus Work Experience
- Off-Campus Work Experience
- ROP classes/community classroom
- Opportunities for Paid Job Training
- Summer employment opportunities
- Ability to effectively self-advocate
- Ability to access resources and services in the community
- Vocational Portfolio
- Participation in graduation ceremony
- Vocational Certificate with competencies itemized on reverse
- Job Ready
- Linkages to Agencies: Dept. of Rehabilitation, Vocational Management Services, Community Colleges, Vocational Training Programs, Adult School, Job Corp, Calif. Conservation Corp

Common Questions?

When should the student and family make the decision to participate in the alternative vocational curriculum?

Families are encouraged to begin thinking about transition activities when the student is 14 years of age or as early as 7th and 8th grade. By the time the student reaches high school the student and family should be prepared to make an informed choice.

What students will benefit from this curriculum?

- Students not planning on attending a 4-year college program
- Students not motivated by the standard academic based curriculum
- Students at risk for dropping out
- Students who have potential to work in a competitive job market

How do I enroll in this curriculum?

Contact your student's Case Manager.

How is success determined?

Student achievements will be measured by standards outlined in the SCANS (guidelines identified by the Dept. of Labor as necessary employment skills).

What assessments will the student receive?

Students will receive a variety of personal and career inventories, interest, ability and situational assessments.

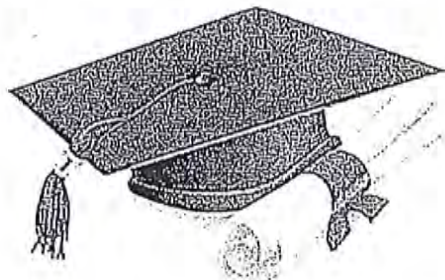
Does this mean the student will not be able to attend college?

All students are eligible to attend a junior college or other vocational training program.

Will employers acknowledge the value of the certificate as equal to a diploma?

The certificate is an acknowledgement that the student has completed high school and achieved the competencies listed on the competency checklist.

All students will receive pre-employment and employment skills training which will give them the knowledge to acquire a job and keep it. In addition, linkages for additional training and support will be made as needed.



FACTS

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Vocational Program Scope and Sequence

Transition 9 – Personal	Transition 10 – Career	Transition 11 - Life	Accessing Community 12
<i>Self-Advocacy</i> Communication Skills Understanding Disability IEP Awareness/Process Relationships – Personal Transition - ITP Problem solving Team work	<i>Career Awareness</i> <i>Career Exploration</i> Interest Abilities Getting a Job Interviewing	<i>Economics</i> Living on Your Own Consumer Succeeding on the Job Work Ethics Relationships-Work Postsecondary Planning Transportation/Maps Leisure Time Recreation Contracts/Agreements Consumer Complaints Legal Documents	<i>Government/Laws</i> Labor Laws Driver Ed Citizenship ADA Community Resources Agencies Postsecondary Education Social Security Better Business Bureau Community Civic Center Library Senior Center Courthouse Records/BC, etc. Licenses EDD

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Vocational Program Scope and Sequence

Math 9	Math 10	Math 11	Math 12
Basic Skills Money Measurement Time Food	Basic Skills Money Measurement Time Food	Basic Skills Check Writing Budgeting	Math Specific to Careers Taxes Payroll Banking/Investing

English 9	English 10	English 11	English 12
Read 180 Basic Skills Study skills Reading <ul style="list-style-type: none"> • Pleasure Reading Written <ul style="list-style-type: none"> • Personal letters • Addressing Envelopes • Personal Diary 	Read 180 Basic Skills Study skills Reading <ul style="list-style-type: none"> • Pleasure Reading Written <ul style="list-style-type: none"> • Personal letters • Letters of request • Diary 	Basic Skills References Reading <ul style="list-style-type: none"> • Pleasure Reading • Newspaper • Ads, References Written <ul style="list-style-type: none"> • Business Letters • Application Forms • Resume 	Language Arts Specific to Pathways Using References Reading <ul style="list-style-type: none"> • Pleasure Reading • Newspaper • Employer Manuals • Ads, References Written <ul style="list-style-type: none"> • Business letters • Application Forms • Resume

Health 9	Lifestyles 10	Work Experience/ROP	Customer Service 11/12
Physical Health Emotional Health Nutrition Medicines Fitness Hygiene Home Safety First Aid Emergency Preventing Disease	<i>(Science/Geography)</i> Healthy Lifestyle Household Smarts Safe Life style Nutrition/Fitness Emotional Health Self-Advocacy Social Awareness Express Yourself	RSP Work Exp (own job) WorkAbility – Paid On Campus Off Campus ROP	Work Ethic Job Safety Keyboarding Computer Skills Internet Skills Customer Service Specific Career Pathways <ul style="list-style-type: none"> • Forms • Vocabulary • Information Classroom Business

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Vocational Program Classes and Curriculum

Voc. Ed. Course	Text	Supplemental
Voc Ed English (9)	Building RealLife Skills English READ 180 Rewards	Reading signs, Directories, Schedules, Maps, Charts & Graphs Reading Labels, Directions & Newspapers Getting a Job and Filling Out Forms Life Skills Series (6) English CD Life Works (SCCCD)
Voc Ed English (10)	Building RealLife Skills English READ 180 Rewards	
Voc Ed English (11)	Life Skills English (AGS) Rewards	
Voc Ed English (12)	English for the World of Work (AGS) Rewards	
Voc Ed Math (9)	Life Skills Math (AGS)	Deluxe Banking Visa Credit Unit Life Skills Math Series (6) Math CD Math Matters (SCCCD)
Voc Ed Math (10)	Life Skills Math (AGS)	
Voc Ed Math (11)	Consumer Math (AGS) or Practical Math for Consumers (G/F) Money Math - Lessons for Life	
Voc Ed Math (12)	Math for the World of Work (AGS) Money Math – Lessons for Life.	
Voc Ed Health (9)	Life Skills Health (AGS)	
Voc Ed Lifestyles (10)	Everyday Life Skills (AGS) or Skills for Independent Living (G/F)	
Personal Transition (9) <i>Self-Advocacy</i> <i>Communication skills</i> <i>Relationship skills.</i>	Transitions Curriculum – Vol. 1 Changes & Choices	Why Try? My Future Plan You're in Charge Making Choices
Career Transition (10) <i>Awareness/Exploration</i>	Transitions Curriculum – Vol. 2 Careers (Fearon)	Career Pathways Curriculum (SCCCD)
Life Transition (11) <i>Living and employment</i> <i>Economics</i>	Transitions Curriculum – Vol. 3 Life on Your Own	It's For Real Work Place Ethics
Accessing the Community/ Intro to College (12) <i>Government</i>	RealLife Citizenship (Sch.) U. S. Citizenship (AGS) You and the Law (AGS) Community Resources (Saddleback) When You Become 18 Reedley College Materials DMV Handbook	Community Resources - <i>Reading Ads,</i> <i>Reference Materials and Legal Documents</i> SS website 411 on Disability W.A.G.E.S.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Vocational Program Classes and Curriculum

<p>Customer Service (11/12) <i>Service Etiquette</i> <i>Transfer skills</i> <i>Using academic skills on the job</i> <i>Career vocabulary and knowledge</i></p>	<p>Teen Work & Safety Training – Berkley Work Safe - Berkley Computer Literacy Customer Service</p> <ul style="list-style-type: none"> • Clue In: Basic Customer Service • Clue In: ABC's of Work Ethics • Basic Customer Service Etiquette • Clue In: Workplace Etiquette • Clue In: ABC's of Tech-Etiquette • Clue In: ABC's of Business Communication • Being Your Own Boss: Small Business in America 	<p>Hands on Academics</p> <ul style="list-style-type: none"> • Automotive • Carpenter • Chef • Cosmetologist • Medical Assist • Customer Service Rep <p>Read to Work</p> <ul style="list-style-type: none"> • Technology • Business • Health Occupations • Agriculture • Trade & Industry • Service & Retail
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Vocational Program Classes and Curriculum

revised 7/08

Voc. Ed. Course	Text	Supplemental
Voc Ed English (9)	Building RealLife Skills English READ 180 Rewards	Reading signs, Directories, Schedules, Maps, Charts & Graphs Reading Labels, Directions & Newspapers Getting a Job and Filling Out Forms Life Skills Series (6) English- CD Life Works (SECCD)
Voc Ed English (10)	Building RealLife Skills English READ 180 Rewards	
Voc Ed English (11)	Life Skills English (AGS) Rewards	
Voc Ed English (12)	English for the World of Work (AGS) Rewards	
Voc Ed Math (9)	Life Skills Math (AGS)	Deluxe Banking Visa Credit Unit Life Skills Math Series (6) Math- CD Math Matters (SECCD)
Voc Ed Math (10)	Life Skills Math (AGS)	
Voc Ed Math (11)	Consumer Math (AGS) or Practical Math for Consumers (G/F) Money Math - Lessons for Life	
Voc Ed Math (12)	Math for the World of Work (AGS) Money Math – Lessons for Life.	
Voc Ed Health (9)	Life Skills Health (AGS)	
Voc Ed Lifestyles (10)	Everyday Life Skills (AGS) or Skills for Independent Living (G/F)	
Personal Transition (9) <i>Self-Advocacy</i> <i>Communication skills</i> <i>Relationship skills</i>	Transitions Curriculum – Vol. 1 Changes & Choices	Why Try? My Future Plan You're in Charge Making Choices
Career Transition (10) <i>Awareness/Exploration</i>	Transitions Curriculum – Vol. 2 Careers (Fearon)	Career Pathways Curriculum (SECCD)
Life Transition (11) <i>Living and employment</i> <i>Economics</i>	Transitions Curriculum – Vol. 3 Life on Your Own	It's For Real Work Place Ethics
Accessing the Community/ Intro to College (12) <i>Government</i>	RealLife Citizenship (Sch.) U. S. Citizenship (AGS) You and the Law (AGS) Community Resources (Saddleback) When You Become 18 Reedley College Materials DMV Handbook	Community Resources - <i>Reading Ads,</i> <i>Reference Materials and Legal Documents</i> SS website 411 on Disability W.A.G.E.S.

English (9/10)

Improving Basic Skills

- Reading
- Writing
- Communication
- Speaking
- Listening

Following Directions

Reading for Pleasure

- Novels
- Magazines
- Newspapers
- Personal Diary/Journal
- Letters/Personal

Communication

- Casual 1 to 1
- Casual in groups
- Strangers
- Presentation to a group

English (11/12)

Improving and applying skills as they apply to life and work related activities

Reading

- Manuals
- Employee handbooks
- Contracts

Writing

- Filling out forms
- Writing letters, interest, application, thank you, inquiries, etc.
- Resumes/Portfolio

Communication

- Interviewing

Math (9/10)

Improving Basic Skills

- Computation
- Money
- Time
- Measurement
- Problem solving
- Using a calculator

Math (11/12)

Improving and applying skills as they apply to life and work related activities

- Banking
- Wages
- Budgeting

Health (9)

Mental and Emotional Health

Personal Health/Family Life

Nutrition

Preventing and Controlling Diseases

Use and Misuse of Substances

Injury Prevention and Safety

Health and Society

Hygiene

First Aid

Lifestyles (10)

Volunteerism

On-Campus wk experience

Environmental

Household Smarts

Meal Planning

Phone Skills

Public Transportation

Leisure time

Local Geography/Maps

- City, County, California

Study Skills

National Career Development Competencies by Area and Level				
	ELEMENTARY	MIDDLE/JUNIOR HIGH SCHOOL	HIGH SCHOOL	ADULT
<i>Self-Knowledge</i>	Knowledge of the importance of self-concept.	Knowledge of the influence of a positive self-concept.	Understanding the influence of a positive self concept.	Skills to maintain a positive self-concept.
	Skills to interact with others.	Skills to interact with others.	Skills to interact positively with others.	Skills to maintain effective behaviors.
	Awareness of the importance of growth and change.	Knowledge of the importance of growth and change.	Understanding the impact of growth and development.	Understanding developmental changes and transitions.
<i>Educational and Occupational Exploration</i>	Awareness of the benefits of educational achievement.	Knowledge of the benefits of educational achievement to career opportunities.	Understanding the relationship between educational achievement and career planning.	Skills to enter and participate in education and training.
	Awareness of the relationship between work and learning.	Understanding the relationship between work and learning.	Understanding the need for positive attitudes toward work and learning.	Skills to participate in work and lifelong learning.
	Skills to understand and use career information.	Skills to locate, understand, and use career information.	Skills to locate, evaluate, and interpret career information.	Skills to locate, evaluate, and interpret career information.
	Awareness of the importance of personal responsibility and good work habits.	Knowledge of skills necessary to seek and obtain jobs.	Skills to prepare to seek, obtain, maintain, and change jobs.	Skills to prepare to seek, obtain, maintain, and change jobs.
	Awareness of how work relates to the needs and functions of society.	Understanding how work relates to the needs and functions of the economy and society.	Understanding how societal needs and functions influence the nature and structure of work.	Understanding how the needs and functions of society influence the nature and structure of work.
	Understanding how to make decisions.	Skills to make decisions.	Skills to make decisions.	Skills to make decisions.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SCANS Skills to Get You Hired

South Monterey County Joint Union High School District are being exposed to what today's industry is saying it wants, SKILLS TO GET YOU HIRED. The Secretaries Commission on Achieving Necessary Skills, put together by the Department of Labor, created SCANS by interviewing industry throughout the United States asking the same thing, "What are the Skills Necessary for Hiring."

What Are SCANS?

According to the Secretaries Commission on Achieving Necessary Skills, there are Eight skill steps students as well as adults, should possess:

FOUNDATION SKILLS

Basic Skills

Basic Skills include:

Reading, writing, arithmetic and mathematics, speaking and listening

Personal Qualities

Personal Qualities include:

Individual responsibility, self-esteem, sociability, self-management, integrity and honesty

Thinking Skills

Thinking Skills include:

Think creatively, make decisions, organize and process information presented in a variety of ways, demonstrate the ability to learn and reason

COMPETENCIES

Systems

Systems include:

Understanding complex inter-relationships by understanding social and organizational systems, monitor and correct performance, design and improve systems

Information

Information includes:

Ability to acquire and evaluate data, organize and maintain files and records, interpret and communicate information to others, and use of computers to process information

Resources

Resources include:

Knowing how to identify, organize, plan and allocate resources which include time, money, materials, space and staff

Interpersonal Skills

Interpersonal Skills includes:

Working with others, teaching others, serving customers, demonstrating leadership, negotiating, and working well with people from diverse backgrounds

Technology

Technology includes:

Working with a variety of technologies, select equipment and tools, apply technology to specific tasks, maintain and troubleshoot equipment.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Strategies Used to Assess

Constructed Response	Products	Performance	Process- Focused
Fill in the blank	Essay	Oral Presentation	Oral Questioning
Short Answer	Research Paper	Dance/Recital	Observation
Label a Diagram	Log/Journal	Demonstration	Interview
Show Your Work	Story / Play / Poem	Dramatic Reading	Conference
Multiple Choice	Exhibit / Model	Enactment	Learning Log
Visual Representation	Portfolio	Debate	Reflective Journal

Learning Strategies

Lecture

Reading

Observing / Demonstration

Thinking aloud Practice by Doing

Effective Feedback on Performance

Cooperative Learning Jigsaw

Inquiry process

Group Investigation Teaching Others

Immediate Application of Learning



SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SCANS Documentation Strategies

Review SCANS Skills

Do You Already Document Learning and Opportunities to Learn

SCANS Skills	Class Culture	Assessment	Observation	Program Activities	Worksite Experience
Basic Skills					
Thinking Skills					
Personal Qualities					
Resources					
Interpersonal Skills					
Information					
Systems					
Technology					

What Strategies are you currently using?

- | | |
|--|---|
| <input type="checkbox"/> Classroom Culture
<input type="checkbox"/> Testing / Evaluation
<input type="checkbox"/> Authentic Assessment (i.e. Portfolio)
<input type="checkbox"/> Rubric | <input type="checkbox"/> Participation in specific programs
<input type="checkbox"/> Observation
<input type="checkbox"/> Performance in work-based learning
<input type="checkbox"/> Resume |
|--|---|

Student Ownership / Value

Value to the student

Use by the student

Do you document SCANS? Do your students understand and document SCANS?

Strategies to engage students in the process

10 Easy things you can do to Integrate Workplace Basics (SCANS) into your classroom

1. Start each class with an agenda on the Board. (Organizing, allocating time)
2. Put students in teams and assign teams classroom maintenance jobs. (Working in teams, sociability, individual responsibility, allocating materials)
3. Conclude every lesson by calling attention to the workplace relevance of the lesson and the classroom activities. (Monitoring performance)
4. Teach students how to organize their classroom materials.
5. Monitor students' progress with checklist and weekly tests. (Organizing teaching others)
6. Pay attention to classroom incidents and conflicts. Develop lessons that teach the appropriate language students should use when dealing with these issues. (Interpersonal skills, ability to reason, solve problems)
7. Model appropriate workplace behavior, e.g. arrive on time, come with an organized plan, dress appropriately and maintain a positive attitude. (Understanding systems, individual responsibility, self-management, sociability, integrity, honesty)
8. Encourage students to fix or make minor adjustments in equipment, such as hole punch, pencil sharpener, computer and other technology. Teach the language that supports the activity. (Trouble shooting)
9. Designate student trainers or experts who can train new students. (Teaching others)
10. Encourage peer revision whenever possible, in writing or pronunciation. Teach the language used to make revisions. (Understanding systems and individual responsibility, monitoring performance, correcting performance)

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SCANS

Secretary's Commission on Achieving Necessary Skills

I. Basic Skills - Read, write, perform arithmetic and mathematical operations, listen and speak.

Speaking

- Speaks clearly
- Organize ideas,
- Communicate messages accurately,
- Participates in conversation
- Selects appropriate media to convey message
- Use verbal language and body language
- Understand and respond to listener feedback

Needs Development	Competent	Proficient	Advanced
Learning to speak clearly, audibly and courteously	Speaks clearly uses language appropriate to the environment, both in person and on the telephone	Expresses complex ideas in an organized and concise manner	Presents effectively to a group using well organized format, concise language and clear enunciation

Workplace Application:

- Speaks distinctly, clearly at a rate appropriate for the situation
- Formulates and asks questions to obtain needed information
- Answers questions in a clear, concise and understandable manner
- Explains activities and ideas accurately and concisely
- Uses words, pronunciation and grammar appropriately for situation
- Gives clear instructions and directions
- Stays on topic in task related to conversation.
- Uses non-verbal signs appropriately
- Develops, organizes and presents ideas about a subject to a group
- Use of courteous language
 - 1) Customer services
 - 2) Interaction With fellow employees
 - 3) Phones
 - 4) Reception
 - 5) Greeting customers

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SCANS

Secretary's Commission on Achieving Necessary Skills

Listening -

- Receive, interpret/respond to verbal messages
- Respond to cues, such as body language
- Evaluate, learn, appreciate speaker

Needs Development	Competent	Proficient	Advanced
Developing listening skills, working to make contact and confirm understanding	Listens attentively, make eye contact, reports instructions to confirm understanding	Listens attentively and demonstrates understanding through relevant responses and questions	Retains complex information overtime and applies it to later work

Workplace Application:

- Listens attentively
- Interview
- Handling customer complaints
- Reports accurately and concisely the messages and statements of others
- Follows intent of oral directions and instructions
- All other personal interactions

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SCANS

Secretary's Commission on Achieving Necessary Skills

Reading Locate, understand, interpret written information to:

- Read prose, manuals, textbooks, schedules, graphs
- Determine main idea
- Identify relevant facts, details, information
- Locate meaning of unknown vocabulary
- Judge accuracy of information

Needs Development	Competent	Proficient	Advanced
Reads written direction and workplace documents with assistance	Reads written directions and workplace documents independently	Reads and understands written materials, including technical documents independently asking questions when appropriate	Reads complex written materials and executes related tasks independently

Workplace Application:

- Read for detail and specific information: Business Correspondence, Labels, Handbooks, Forms, Schedules, Directories, Computer print-outs. Job descriptions, Catalogs, Manuals, Charts, Maps, Job applications
- Interprets pictorial, graphic and symbolic information: Advertisements, Dictionaries, Encyclopedias, Directories, Indexes, Periodicals
- Locates and applies information from common reference materials: Abstracts, Dictionaries, Encyclopedias, Directories, Thesaurus, Technical Manual
- Comprehends and follows intent of written directions, instructions and procedures: Rules and regulations, Recipes, Assembly manuals, Operations manuals, Maintenance and repair procedures, Instructions for completing forms, Projects, Tests, Safety Rules

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SCANS

Secretary's Commission on Achieving Necessary Skills

Writing - Communicate thoughts, ideas, information and messages in writing to:

- Record information accurately
- Create letters, manuals, reports, graphs, charts
- Format information appropriately for subject
- Check, edit, revise information
- Use grammar, spelling, punctuation correctly

Needs Development	Competent	Proficient	Advanced
Learning to write clearly with correct grammar	Writes clearly with correct grammar	Writes clearly using work-related terminology	Writes and develops professional materials such as newsletters and marketing brochures

Workplace Application:

- Applies basic principles of grammar, spelling, organization; punctuation, structure, clarity and word choice in development of written materials. Phone messages; memos, letters, taking instructions, taking orders, proofing and editing, journals and logs.
- Write legibly - Manuscript or cursive, depending on the situation
- Composes correspondence - Replies, letters, memos, documentation, directions, reports and meeting notes
- Fills out forms accurately - Withdrawal and deposit forms, logs, schedules, applications, transactions, timecards, approval/authorization forms, messages, accident and injury forms

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SCANS

Secretary's Commission on Achieving Necessary Skills

Arithmetic -Perform basic computation

- Whole numbers, percentages, estimates, use tables, graphs, diagrams and charts Mathematics -Choose appropriate mathematical technique
- Present solutions orally and in writing
- Use data to construct logical solutions

Needs Development	Competent	Proficient	Advanced
Performs simple calculations- addition, subtraction with or without a calculator	Applies basic math, including multiplication and division with or without a calculator	Demonstrates understanding of quantitative or geometric applications by calculating fractions, percentages, angles or other mathematical relationships	Applies advanced math, such statistics, accounting or probability to complete assignments and test hypotheses. Presents quantitative analyses through graphs and charts

Workplace Application:

- Perform basic arithmetic calculations with whole numbers, numbers, decimals, fractions, and percentages using the most appropriate method:
 1. Estimation, mental math, four function calculator, paper and pencil methods
 2. Counting money, computing expenses, determining income, taking inventory, ordering and purchasing materials, preparing budges, calculating commissions, discounts, financial charges, taxes, completing calculations required in assembly and repair work, mixing and measuring ingredients, converting units of measure, determining per unit prices and costs, projecting quantities of stock/ordering needs
- Interprets numerical values:
 1. Determine size and distances from charts and maps
 2. Dimension, from diagrams and drawings
 3. Rates and trends from tables
 4. Values from graphs
 5. Calculate time from schedules
 6. Projects quantities of stock/ordering needs
- Uses instruments associated with mathematical problem-solving - Clocks, rulers and tape measures, gauges, meters, scales, calculators and computers
 1. Constructing graphs and charges
 2. Recording inventories
 3. Making geometric figures and scale drawings
 4. Creating work schedules
- Cash Handling - counting money, making change, compute tax, compute discounts
- Utilizes Mathematics in solving complex problems
 1. Repairing machinery
 2. Conducting research,
 3. Designing, developing or refining a process
 4. Analyzing problems
 5. Makes quantitative and qualitative interpretations of information

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SCANS

Secretary's Commission on Achieving Necessary Skills

II. Thinking Skills: Think creatively, make decisions, solve problems, visualize, know how to learn, and reason.

Creative Thinking - Generate new ideas or unusual ways to do things

Decision Making - Specify goals, constraints, generates alternatives, consider risks, evaluate and choose best alternative

Mental Visualization - See things in the mind's eye from pictures, graphs, blueprints, schematics, recipes and descriptions

Know How to Learn - Use learning techniques to learn new skills, aware of personal learning style, use formal learning strategies (note-taking), use informal learning strategies (inference)

Problem Solving - Recognize that a problem exists, Identify reasons for the discrepancies, devise a plan of action to resolve the problem, evaluate and monitor progress

Reasoning - Use logic to draw a conclusion, Identify rules and principles from a set of objects, apply rules to new situations

Needs Development	Competent	Proficient	Advanced
Developing the ability to collect and organize information and material needed for a task	Effectively compiles information and resources, including via the internet	Effectively organizes and evaluates the relevance and accuracy of information	Identifies and obtains missing information based on mastery of subject
Developing familiarity pertinent information and its location	Researches and synthesizes information from a variety of sources	Analyzes interprets and draws conclusions from a variety of information types and resources	Develops theories of action and tests them in practice
Identifies problems with help from supervisor	Identifies problems independently	Explores cause of problems and evaluates impact on various stakeholders	Identifies potential problems and proposes preventative action
Solves problems with help from supervisor	Solves simple problems independently	Explores options and considers several alternative solutions when solving problems	Develops hypothesis and proposes creative solutions and systematic change including preventative action

Workplace Applications:

- Demonstrates imaginative thinking and ability to improvise
- Reaches solutions and/or makes reasonable conclusions as a result of problem solving work activities
- Collects information, resources needed to carry out problem solving/work activities
- Organizes collected and/or supplied information, resources
- Selects approaches which result in the efficient completion of work activities
- Implements procedures and strategies for carrying out selected approaches
- Reviews and evaluates progress periodically to assure timely completion
- Completes tasks effectively by making maximum use of available resources
- Corrects apparent errors and or makes appropriate adjustment in approaches
- Reaches solutions and/or makes reasonable conclusions as a result of problem solving/work activities.

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III. Personal Qualities: Displays responsibility, self-esteem, self-management, and Integrity and honesty.

Responsibility- Work hard to accomplish goals, Pay attention to detail, work well when assigned unpleasant tasks, demonstrate high level of concentration, display high standards for completing tasks by: Punctuality, Enthusiasm, Optimism

Self-Management - Sets goals and motivates and monitors self to attain

Self Esteem - Believe in own self-worth, maintain positive view of self, demonstrate knowledge of skills and abilities, is aware of one's impression on others, knows own emotional capability

Sociability - Demonstrates understanding of people, relates well to others, is polite, friendly

Integrity/Honesty- Take ethical course of action, understands impact on others if violates believes, laws, code of ethics

Needs Development	Competent	Proficient	Advanced
Completes tasks and projects as assigned with supervisor	Complete tasks and project as assigned	Instantiates and completes projects independently	Delivers high-quality results on schedule
Meets assigned deadlines w/supervision	Meets assigned deadlines independently	Sets priorities and deadlines independently	Manages multiple tasks and projects effectively
Maintains consistent attendance, punctuality and appropriate dress with supervision	Maintains consistent attendance, punctuality and appropriate dress independently	Is a model of excellent attendance, dress, attends events beyond those required	Represents organization at meetings and events
Learning to accept direction	Accepts direction with a positive attitude	Accepts constructive criticism with positive attitude	Accepts and applies constructive criticism to improve performance
Learning to adapt to change Resumes self-control with supervision	Adapts to change with positive attitude Resumes self-control independently	Explores change Maintains self-control in challenging circumstances	Initiates change Maintains self-control in extremely difficult circumstances
Maintains confidentiality with supervision	Understands why certain information must remain confidential	Maintains confidentiality independently	Models good discretion for others in maintaining confidentiality

Workplace Application:

- Understands basic steps In getting a raise or promotion for entry level job
- Understands how to terminate employment and/or position in an organization
- Meets attendance requirements, providing proper notification when absent
- Maintains consistent effort and responds with extra effort when necessary
- Conforms to professional standards
- Manages time effectively
- Uses initiative in getting work accomplished
- Understands appropriate appearance
- Remains free of substance abuse
- Takes responsibility for own actions and decisions
- Works and makes decisions independently
- Respects the rights and property of others
- Keeps equipment, materials, work area in good and safe condition
- Follows policy
- Handles personal problems outside work environment

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SCANS

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Five SCANS Competencies

1. Interpersonal Skills - Work With Others

- Participates as Member of a team - contributes to group effort
- Exercise Leadership - Communicate thoughts and feelings, encourage, persuade, motivate, challenge
- Negotiates with others to draw conclusions - work toward agreement, resolve different points of view
- Works with cultural diversity - work well with men and women and people with different backgrounds
- Teaches others – help others to learn new skill

Needs Development	Competent	Proficient	Advanced
Developing skills necessary to deal with difficult co-workers/ customers/clients and citations	Appropriately requires assistance when dealing with difficult co-workers/customers/clients and situations	Resolves co-workers/client/customer problems independently where appropriate	Proactively handles stress of difficult co-workers/customer/client situations
Identifies conflict and considers its source with supervision	Identifies conflict and considers its source independently	Recognizes and avoids potential conflict Maintains perspective and a sense of humor	Resolves conflict by appropriately addressing issues with involved parties
Developing an understanding of diversity	Understands diversities and similarities	Demonstrates ability to work with people different	Seeks out opportunities to work with people different from him/herself

Workplace Application:

- Helps identify the goals of a team
- Participates in team-decision-making
- Follows rules and procedures set by the work group
- Communicates with all members of the work group
- Shows sensitivity to thoughts and opinions of others in the work group
- Cooperates with other to achieve work group results
- Supports decision made and actions taken by the work group
- Recognizes that the individual contribution can determine the success or failure of the group
- Functions cooperatively with other individuals - bring concerns to supervisor
- Responding to criticism, customer service, managing multiple tasks, conflict resolution
- Utilizes suggestions about improving skills and/or critiques of work
- Effective interaction with authority
- Poise under stress
- Sensitive to clients and customers - communicates with others to satisfy their expectations
- Organize group or team activities
- Provides direction that enables others to complete process
- Facilitates others in obtaining further knowledge or learning experiences
- Motivates and inspires enthusiasm
- Takes risk and accepts responsibility-leadership, team projects, customer interactions
- Trusts others and shares responsibility
- Shares the rewards of accomplishment, give praise and recognition
- Can constructively criticize and discipline
- Ability to train and positively influence others

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2. Resources - Identifies organizes, plans and allocates resources

Time - Select goal-relevant activities, ranks them, allocates time and prepares and follows schedules

Money - Uses and prepares budget, makes forecasts, keeps records and makes adjustments to meet objectives

Materials and Facilities - Acquires, stores, allocates and uses materials or space efficiently

Human Resources - Assesses skills and distributes work accordingly, evaluates performance and provides feedback

Needs Development	Competent	Proficient	Advanced
Identifies, prioritizes tasks with supervisor	Plans, prioritizes tasks independently	Able to prioritize tasks and willing to adapt to change in schedule	Develops priorities and modifies timelines as needed
Handles money with assistance from supervisor	Handles money independently	Prepares budget	Estimates costs and budges for a project
Identifies information materials and tools with assistance from supervisor	Identifies information, materials, processes and tools needed to complete a task	Secures resources to complete tasks Maintains tools and materials	Allocates resources, materials to complete a project

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SCANS

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3. Information - Acquires and uses Information

Acquires and evaluates information

Organizes and maintains information

Interprets and communicates information

Processes information

Needs Development	Competent	Proficient	Advanced
Identifies information, materials and tools with assistance from supervisor	Identifies information, materials, processes and tools needed to complete a task	Secures resources to complete tasks Maintains tools and materials	Allocates resources, materials to complete a project
Developing the ability to collect and organize information and material needed for a task	Effectively compiles information and resources, including via the internet	Effectively organizes and evaluates the relevance and accuracy of information	Identifies and obtains missing information based on mastery of subject
Developing familiarity with pertinent information and its location	Researches and synthesizes information from a variety of sources	Analyzes interprets and draws conclusions from a variety of information types and resources	Develops theories of action and tests them in practice

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4. Systems - Understands complex inter systems

Understands systems- know how social, organizational and technological systems work and operates effectively with them

Monitors and corrects performance - distinguishes trends, predicts impacts on system operations, diagnoses deviations in system's performance and corrects malfunctions

Improves or Designs systems - suggests modifications to existing systems and develops new or alternative systems to improve performance

Needs Development	Competent	Proficient	Advanced
Has interest to work and is developing abilities and skills for employment	Demonstrates interests, abilities and skills to enter employment	Demonstrates interests, skills and willingness to complete education and training required to enter a career	Demonstrates interests, skills abilities and willingness to complete the education/training required to advance within the organization
Completes hire process with assistance from supervisor	Is motivated to learn and advance within the organization	Actively seeks advancement opportunities and accepts opportunities to learn	Consistently sets goals for personal growth and completes related education and training requirements
Understands role of supervisor	Understands chain of command	Understands organizational structure and goals	Works effectively within the organizational structure and prepares for advancement and growth
Is aware of business purpose	Understands the business mission/goals	Understands role in success of business success	Works to promote success of business

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5. Technology-works with a variety of technologies

Selects technology - chooses procedures, tools, or equipment including computers and related technologies

Applies Technology to task - understands overall intent and proper procedures for set up and operation

Maintains and Troubleshoots Equipment - prevents, identifies, solves problems with equipment, including computers and other technologies

Needs Development	Competent	Proficient	Advanced
Uses basic machines (telephone, calculator, fax machine, copy machine) with assistance from supervisor	Uses basic machines independently	Demonstrates proficiency by using all features of machines	Adapts knowledge to train others on using machines
Uses basic computer operating skills with assistance from supervisor	Uses basic computer operating skills independently	Uses operating skill appropriate to task Learns new process	Adapts knowledge to train others
Does not have access to confidential information	Understands ethical issues related to technology	Practices responsible, ethical use of technology applications	Applies technology to confront ethical, legal and social needs related to project or work-related task
Does not use email or internet tools	Uses e-mail and internet tools to communicate effectively	Uses a variety of media to communicate information and ideas	Uses multi-media to organize presentations

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SCANS Skills Pre-Assessment

In order to succeed in the workplace today, your skills must include more than just reading, writing and solving simple math problems. The skills listed below are necessary for success in the workplace.

Please rate yourself on each skill, so you will have a better idea of what you want to work on in your job.

1 = I need to learn this	2 = I need more practice/experience
3 = I can do OK, but need supervision	4 = I do this very well

SCANS COMPETENCIES	1	2	3	4
Using Resources (getting what you need to get a job done)				
1. Using time: do you use time well? Do you plan tasks so that you have enough time to complete them? Do you get places on time?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Using money: Do you budget money well? Do you have enough money each month or do you run out?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Using materials and facilities: Do you always have the things you need to get a job done? Do you know where to get the things you need?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Using human resources: Do you get other people to help you complete a job when you need them? Do you know how to assign jobs to the right people?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Finding and Using Information	1	2	3	4
1. Acquiring and evaluating information: Do you know where to find the answers to your questions?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Organizing and maintaining information: Do you know how to take notes, keep files, etc.?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Interpreting and communication information: Do you understand information that you read or hear, and can you communicate that information clearly to others?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Using computers to process information: Can you use a computer to help you find the answers to questions? Can you use a computer to enter or store information?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Working Well With Others	1	2	3	4
1. Participating as a member of team: Do you work well with others to meet a common goal?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Teaching others new skills. Do you know how to help someone learn how to do something new?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Serving clients or customers: Do you help customers get answers or help with their needs in a polite way?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Leadership: Can you lead a group by motivating others to work together to meet a goal?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Negotiation: can you help solve problems between people? Can you make compromises?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Working with diversity: Do you work well with people who are different from you, including different races, sexes, religions, etc.?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Understanding Complex Systems	1	2	3	4
1. Do you understand small systems such as a filing system, or a telephone system? Do you understand larger systems such as the bus system, the company you work for, or the school district?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Monitoring and correcting systems: if a system you used to work were not working, would you be able to fix it?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Improving and designing systems: Do you make suggestions for improving systems or develop new ones?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Using Technologies	1	2	3	4
1. Selecting technology: Do you know what tools or materials you need for a job? (A pen, a rake, a computer, a clock, a washing machine, a ruler, etc.)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Applying technology to task: Do you know how to use your tools effectively? (The right tool for the right job?)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Maintaining and troubleshooting equipment: Do you keep your tools and equipment in good working order?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Basic Reading/Writing	1	2	3	4
1. Reading: Do you understand what you read? Can you follow written instructions? Can you read and follow schedules, like a bus schedule?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Writing: Can you complete phone messages accurately? Is your spelling and grammar usually correct? Can you write down instructions, directions or appointments accurately? Can other people read what you write?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Basic Math	1	2	3	4
1. Math: Do you understand adding, subtracting, multiplying dividing, percentages, and fractions?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Communication Skills	1	2	3	4
1. Listening: Do you understand what others are talking about? Can you listen to people without interrupting? Do you remember what people tell you?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Speaking: Do people understand you when you talk to them? Can you get your point across when you're trying to explain something? Do you speak loudly enough for people to hear you easily?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Thinking Skills	1	2	3	4
1. Do you know how to identify problems? Can you come up with solutions that work? Do you make decisions easily?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Personal Qualities	1	2	3	4
1. Responsibility: are you dependable? Can people count on you to do what you say? Do you follow through and finish work or activities?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Social: Do you get along well with others? Do you enjoy being around other people?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Self-management: Can you get places on time? Are you organized? Can you find things that you need when you want to? Do you have a way to keep track of your appointments?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SCANS Foundation and Competencies Self-Assessment

Assess your personal SCANS skills by checking each of the following competencies and foundations.

Always True	Sometimes True	Not Really True	SCANS Skills (Secretary's Commission on Acquiring Necessary Skills)
			I follow directions and rules carefully
			I stay with a task until it is finished and correct
			I accept both blame and credit for my actions
			I am friendly; I am willing to participate
			I am willing to share my thoughts with others, and to listen to the thoughts of others
			I practice manners and behavior
			I feel physically safe, trusting and calm
			I know, and am willing to let others know, "who I am"
			I feel like I belong and fit in
			I feel capable to do something well once I have learned a task
			I have a sense of purpose in life; I know where I am headed; I have goals
			I state my opinion honestly
			I admit my errors and try to correct them
			I keep my promises and commitments
			I encourage others by listening and responding to what they say
			I recognize when others do well and learn from them
			I help others to come to an agreement
			I am willing to help others learn
			I communicate well so that others can understand what I am saying
			I can evaluate what others are doing and provide good suggestions
			I listen carefully to what others say to avoid misunderstandings
			I communicate in a positive manner, especially when handling complaints
			I know which resources to use when doing a job
			I understand my own culture, the cultures of others, and how cultures differ
			I respect the rights of others
			I make my opinions and decisions based on fact not on what others think
			I respect the values and ethics followed by others
			I establish trust by being honest and doing good work
			I take viewpoints of everyone into consideration

Always True	Sometimes True	Not Really True	<p style="text-align: center;">SCANS Skills (Secretary's Commission on Acquiring Necessary Skills)</p>
			I know which resources and where to find them when doing a job
			I get to school and appointments on time
			I know how much money I have and spend it wisely
			I can evaluate what others are doing and provide goods suggestions
			I respect the values and ethics followed by others
			I take everyone's viewpoints into consideration
			I am friendly; I am willing to participate
			I am willing to share my thoughts with others, and to listen to the thoughts of others
			I recognize when others do well and encourage them
			I help others to come to an agreement
			I am willing to help others learn
			I understand my own culture, the cultures of others, and how cultures differ
			I ask for information when I need it
			I keep my paperwork neat and organized
			I am comfortable using a computer to perform tasks
			I communicate well so that others can understand my information
			I follow directions and rules carefully
			I can watch and see when something is not going right and fix it
			I will suggest alternate ways of doing something to make it better
			I choose the best equipment to get the job done correctly
			I follow the instructions on the proper use of a machine
			I take good care of tools and equipment
			I encourage others by listening and responding to what they say
			I communicate in a positive manner, especially when handling complaints
			I listen carefully to what others say to avoid misunderstandings
			I feel capable to do something well once I have learned a task
			I make my opinions and decisions based on fact not on what other think
			I can come up with new ideas or ways of doing something
			I can consider all my choices and come to a decision
			I can see problems and will create a plan to fix them
			I can picture in my mind what something will look like before doing it
			I can teach myself by asking others and searching out information
			I can figure out how something works in order to solve a problem
			I respect the rights of others
			I stay with a task until it is finished and correct
			I accept both blame and credit for my actions
			I practice good manners and behavior
			I know, and am willing to let others know, "who I am"
			I feel like I belong and fit in
			I have a sense of purpose in life; I know where I am headed; I have goals
			I state my opinion honestly
			I admit my errors and try to correct them
			I keep my promises and commitments
			I establish trust by doing good work and being honest

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SCANS Foundation and Competencies Self-Assessment

Assess your personal SCANS skills by checking each of the following competencies and foundations.

		SCANS Skills (Secretary's Commission on Acquiring Necessary Skills)
Basic Skills Basic	Listening	I encourage others by listening and responding to what they say
Skills Basic Skills	Speaking	I communicate in a positive manner, especially when handling complaints
Thinking Skills	Listening	I listen carefully to what others say to avoid misunderstandings
Thinking Skills	Learning	I feel capable to do something well once I have learned a task
Thinking Skills	Decisions	I make my opinions and decisions based on fact not on what other think
Thinking Skills	Creative	I can come up with new ideas or ways of doing something
Thinking Skills	Decisions	I can consider all my choices and come to a decision
Thinking Skills	Problem Solving	I can see problems and will create a plan to fix them
Thinking Skills	Visualizing	I can picture in my mind what something will look like before doing it
Thinking Skills	Learning	I can teach myself by asking others and searching out information
Thinking Skills	Reasoning	I can figure out how something works in order to solve a problem
Personal Qualities	Self-Management	I respect the rights of others
Personal Qualities	Responsibility	I stay with a task until it is finished and correct
Personal Qualities	Responsibility	I accept both blame and credit for my actions
Personal Qualities	Sociability	I practice good manners and behavior
Personal Qualities	Self-Esteem	I know, and am willing to let others know, "who I am"
Personal Qualities	Self-Esteem	I feel like I belong and fit it
Personal Qualities I	Goals	I have a sense of purpose in life; I know where I am headed; I have goals
Personal Qualities	Honesty	I state my opinion honestly
Personal Qualities	Honesty	I admit my errors and try to correct them
Personal Qualities	Honesty	I keep my promises and commitments
Personal Qualities	Honesty Responsibility	I establish trust by doing good work and being honest
Resources	Materials	I know which resources and where to find them when doing a job
Resources	Time	I get to school and appointments on time
Resources	Money	I know how much money I have and spend it wisely
Resources	Human Resources	I can evaluate what others are doing and provide good suggestions
Interpersonal	Diversity	I respect the values and ethics followed by others
I Interpersonal	Diversity	I take everyone's viewpoints into consideration
Interpersonal	Team	I am friendly; I am willing to participate
Interpersonal	Sociability	I am willing to share my thoughts with others, and to listen to the thoughts of others
Interpersonal	Team	I recognize when others do well and encourage them

Interpersonal	Negotiates	I help others to come to an agreement
Interpersonal	Teaches	I am willing to help others learn
Interpersonal	Diversity	I understand my own culture, the cultures of others, and how cultures differ
Information-Data	Acquires	I ask for information when I need it
Information-Data	Organizes	I keep my paperwork neat and organized
Information-Data	Computer	I am comfortable using a computer to perform tasks
Information-Data	Communicates	I communicate well so that others can understand my information
Systems	Understands	I follow directions and rules carefully
Systems	Monitors	I can watch and see when something is not going right and fix it
Systems	Improves	I will suggest alternate ways of doing something to make it better
Technology	Selects	I choose the best equipment to get the job done correctly
Technology	Applies	I follow the instructions on the proper use of machine
Technology	Maintains	I take good care of tools and equipment.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Vocational Competency Checklist Semester Dates

Student Name:				
School				
Competency		Needs Improvement	Competent	Proficient
1. Communication and Literacy: Student demonstrates the ability to speak, listen and write to function successfully in the workplace.	1 st Review Date: 2 nd Review Date:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Organizing and Analyzing Information: Student gathers, organizes and evaluates the meaning of documents and information.	1 st Review Date: 2 nd Review Date:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Problem-Solving: Student identifies problems, understands their context and develops solution	1 st Review Date: 2 nd Review Date:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Using Technology: Student identifies and applies appropriate technologies	1 st Review Date: 2 nd Review Date:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Completing Entire Activities: Student participates fully in a task or project from initiation to completion, using appropriate time-management skills	1 st Review Date: 2 nd Review Date:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Acting Professionally: Student meets workplace standards on attendance, punctuality, dress code, confidentiality, flexibility and self-control.	1 st Review Date: 2 nd Review Date:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Interacting with Others: Student works professionally and respectfully with diversity of co-workers, supervisors and customer, resolving conflicts in a constructive manner.	1 st Review Date: 2 nd Review Date:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. Understanding All Aspects of the Industry: Students understands the structure and dynamics of the entire organizations, health and safety issues in the industry and the role of the business within the larger community	1 st Review Date: 2 nd Review Date:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Taking Responsibility for Career and Life Choices: Student balances demands of work, school and personal life and takes responsibility for developing his/her own personal and professional growth.	1 st Review Date: 2 nd Review Date:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Vocational Competency Checklist Semester Dates

Student Name:					
School: High School					
Competency			Needs Improvement	Competent	Proficient
Foundation Skills	1. Basic Skills: Student demonstrates the ability to speak, listen, read and write to function successfully in the workplace.	1 st Review Date: 2 nd Review Date:	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
	2. Thinking Skills: Student identifies problems, understands their context and develops solutions.	1 st Review Date: 2 nd Review Date:	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
	3. Personal Qualities: Student meets workplace standards on attendance, punctuality, dress code, confidentiality, flexibility and self-control.	1 st Review Date: 2 nd Review Date:	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
Work place Competencies	4. Interpersonal Skills: Student works professionally and respectfully with a diversity of co-workers, supervisors and customers, resolving conflicts in a constructive manner.	1 st Review Date: 2 nd Review Date:	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
	5. Resources: Student participates fully in a task or project from initiation to completion, using appropriate time-management skills.	1 st Review Date: 2 nd Review Date:	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
	6. Information: Student gathers, organizes and evaluates the meaning of documents and information.	1 st Review Date: 2 nd Review Date:	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
	7. Systems: Student understands the structure and dynamics of the entire organization, health and safety issues in the industry and the role of the business within the larger community.	1 st Review Date: 2 nd Review Date:	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
	8. Technology: Student identifies and applies appropriate technologies.	1 st Review Date: 2 nd Review Date:	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
	9. Taking Responsibility for Career and Life Choices: Student balances demands of work, school and personal life and takes responsibility for developing his/her own personal and professional growth.	1 st Review Date: 2 nd Review Date:	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>



SCANS SKILLS ASSESSMENT

STUDENT NAME _____ DATE _____

This SCANS¹ *Skills Self-Assessment* lists the individual skills and talents that employers value. Read the list and assess your own strengths. Mark each box that best describes your level of skill.

Skills for Basic Job Performance

(1=needs development; 2=competent; 3=proficient; 4=advanced)

BASIC SKILLS				
<i>You can read, write, speak and listen well. You know your arithmetic.</i>				
	1 Needs Development	2 Competent	3 Proficient	4 Advanced
Speaking	<input type="checkbox"/> Learning to speak clearly, audibly and courteously.	<input type="checkbox"/> Speak clearly and use language appropriate to the environment.	<input type="checkbox"/> Express complex ideas in an organized and concise manner.	<input type="checkbox"/> Present effectively to a group using well-organized format, concise language and clear enunciation.
Listening	<input type="checkbox"/> Developing listening skills; working to make eye contact and confirm understanding.	<input type="checkbox"/> Listen attentively; make eye contact; repeat instruction to confirm understanding.	<input type="checkbox"/> Listen attentively and demonstrate understanding through relevant responses and questions.	<input type="checkbox"/> Retain complex information over time and apply it to later work
Reading	<input type="checkbox"/> Read written directions and workplace documents with assistance.	<input type="checkbox"/> Read written directions and workplace documents independently.	<input type="checkbox"/> Read and understand written materials, including technical documents, independently; ask questions where appropriate.	<input type="checkbox"/> Read complex written materials and execute related tasks independently.
Writing	<input type="checkbox"/> Learning to write clearly with correct grammar.	<input type="checkbox"/> Write information in clear, logical, legible and grammatically correct manner.	<input type="checkbox"/> Write clearly using work-related terminology.	<input type="checkbox"/> Write and develop professional material such as newsletters and marketing brochures.
Mathematics	<input type="checkbox"/> Able to perform basic computation with supervision.	<input type="checkbox"/> Able to perform basic computation independently.	<input type="checkbox"/> Able to interpret and apply basic computations and uses tables, graphs, diagrams and charts as needed.	<input type="checkbox"/> Able to construct, apply and present logical applications for mathematics using tables, graphs, diagrams or charts.

¹ SCANS is an acronym for the Secretary's Commission on Achieving Necessary Skills, which created The SCANS Report for America 2000, issued by the U.S. Department of Labor, April 1992. The report defines a set of skills and competencies necessary for success in the workplace.

SCANS SKILLS ASSESSMENT

THINKING SKILLS				
<i>You can think creatively. You can make decisions and solve problems. You know how to learn.</i>				
	1 Needs Development	2 Competent	3 Proficient	4 Advanced
Combining Ideas or Information in New Ways	<input type="checkbox"/> Make connections with help from supervisor.	<input type="checkbox"/> Make connections with occasional help from supervisor.	<input type="checkbox"/> Make connections independently.	<input type="checkbox"/> Generate new ideas. Think abstractly.
Making Decisions	<input type="checkbox"/> Make decisions with help from supervisor.	<input type="checkbox"/> Make decisions with occasional help from supervisor.	<input type="checkbox"/> Make decisions independently.	<input type="checkbox"/> Make multiple decisions weighing risks and benefits to organization.
Exercising Leadership to Identify and Solve Problems	<input type="checkbox"/> Identify problems with help from supervisor.	<input type="checkbox"/> Identify and solve problems independently.	<input type="checkbox"/> Explore cause of problems and options with team when solving problems.	<input type="checkbox"/> Demonstrate leadership, develop creative solutions and systemic change, including preventive action.
FOUNDATION SKILL: Personal Qualities				
<i>You can take personal responsibility. You think highly of yourself. You are also honest.</i>				
	1 Needs Development	2 Competent	3 Proficient	4 Advanced
Attendance and Appearance	<input type="checkbox"/> Maintain consistent attendance, punctuality, and appropriate dress with supervision.	<input type="checkbox"/> Demonstrate understanding of appropriate workplace appearance, attendance and punctuality.	<input type="checkbox"/> A model of excellent attendance and dress; attend events beyond those required.	<input type="checkbox"/> Represent the organization at meetings and events.
Self Management	<input type="checkbox"/> Complete tasks and projects as assigned with supervision.	<input type="checkbox"/> Complete tasks and projects as assigned.	<input type="checkbox"/> Initiate and complete projects independently.	<input type="checkbox"/> Deliver high-quality results on schedule.
Accepting Direction and Criticism	<input type="checkbox"/> Learning to accept direction.	<input type="checkbox"/> Accept direction with positive attitude.	<input type="checkbox"/> Accept constructive criticism with positive attitude.	<input type="checkbox"/> Accept and apply constructive criticism to improve performance.
Integrity, Honesty, and Confidentiality	<input type="checkbox"/> Maintain appropriate confidentiality with supervision.	<input type="checkbox"/> Maintain appropriate confidentiality with occasional supervision.	<input type="checkbox"/> Can be trusted. Demonstrate integrity and understand why certain information must remain confidential.	<input type="checkbox"/> Model good discretion and honesty for others.

SCANS SKILLS ASSESSMENT

COMPETENCY: Resource Management				
<i>Time, money and materials are resources. You can manage them well.</i>				
	1 Needs Development	2 Competent	3 Proficient	4 Advanced
Manages Time	<input type="checkbox"/> Meet assigned deadlines with supervision.	<input type="checkbox"/> Meet assigned deadlines independently.	<input type="checkbox"/> Set priorities and deadlines independently.	<input type="checkbox"/> Manage multiple tasks and projects effectively.
Manages Money	<input type="checkbox"/> Manage established program budget with supervision.	<input type="checkbox"/> Manage established program budget independently.	<input type="checkbox"/> Help establish project budget and operates effectively within it.	<input type="checkbox"/> Determine and manages budget efficiently.
COMPETENCY: Interpersonal Skills				
<i>Time, money, and materials are resources. You can manage them well.</i>				
	1 Needs Development	2 Competent	3 Proficient	4 Advanced
Interacting with Co-workers	<input type="checkbox"/> Developing basic interaction skills. Respond when others initiate conversations.	<input type="checkbox"/> Interact appropriately in social settings.	<input type="checkbox"/> Initiate positive interactions with co-workers and participate constructively as part of a team.	<input type="checkbox"/> Lead teams of co-workers to complete projects in an effective and timely manner.
Interacting with Customers	<input type="checkbox"/> Developing skills necessary to deal with difficult customers/clients and situations.	<input type="checkbox"/> Appropriately request assistance when dealing with difficult customers/clients and situations.	<input type="checkbox"/> Resolve customer/client problems independently where appropriate.	<input type="checkbox"/> Proactively handle stress of difficult customers/clients and situations.
Clients Respecting Diversity	<input type="checkbox"/> Developing an understanding of diversity.	<input type="checkbox"/> Understand diversities and similarities.	<input type="checkbox"/> Demonstrate ability to work with people different from myself.	<input type="checkbox"/> Seek out opportunities to work with people different from myself.
COMPETENCY: Information Management				
<i>You can find, interpret and communicate information. You can organize and maintain files. You can also use a computer and process information.</i>				
	1 Needs Development	2 Competent	3 Proficient	4 Advanced
Collecting and Organizing Information	<input type="checkbox"/> Developing ability to collect and organize information and materials needed for a task.	<input type="checkbox"/> Effectively compile information and resources in a clear, logical and legible manner.	<input type="checkbox"/> Effectively organize and evaluate the relevance and accuracy of information.	<input type="checkbox"/> Identify and obtain missing information based on mastery of subject.
Interprets and Communicates Information	<input type="checkbox"/> Able to select pertinent information with occasional assistance.	<input type="checkbox"/> Analyze information in an organized manner.	<input type="checkbox"/> Effectively organize information and communicate results in a concise manner.	<input type="checkbox"/> Present effectively to a group using a well-organized format, concise language and clear enunciation.

SCANS SKILLS ASSESSMENT

COMPETENCY: Systems				
<i>A system is the way things are done or organized. You understand social and business systems. You can check and correct your own business performance. You can make suggestions on how to improve the way things are done.</i>				
	1 Needs Development	2 Competent	3 Proficient	4 Advanced
Understanding the Structure and Dynamics of the Entire Organization	<input type="checkbox"/> Am aware of my role within the department.	<input type="checkbox"/> Demonstrate working knowledge of the department's role in the organization and how it relates to other departments.	<input type="checkbox"/> Understand and negotiate the communication and workflow between departments.	<input type="checkbox"/> Understand the role of the organization in the industry and the economy.
Recognizing Health and Safety Issues	<input type="checkbox"/> Practice appropriate health and safety protocol at the workplace with assistance.	<input type="checkbox"/> Practice appropriate health and safety protocol independently and recognize their importance. Report emergencies in an appropriate manner.	<input type="checkbox"/> Understand the implication of health and safety principles and apply them to new situations.	<input type="checkbox"/> Model good health and safety practices and help others to understand their importance.
Understanding Personnel Policy and Relevant Labor Laws	<input type="checkbox"/> Developing an understanding of personnel policy and, where appropriate, relevant labor laws.	<input type="checkbox"/> Understand personnel policy and, where appropriate, relevant labor laws.	<input type="checkbox"/> Adhere to personnel policy and understands its impact on individuals.	<input type="checkbox"/> Understand personnel policy and its impact on the organization; contribute to a positive work culture.
COMPETENCY: Technology				
<i>You can find and use the right tools for the job.</i>				
	1 Needs Development	2 Competent	3 Proficient	4 Advanced
Selecting Tools and Procedures	<input type="checkbox"/> Able to use procedures, tools and machines with supervision.	<input type="checkbox"/> Able to use procedures, tools and machines with occasional supervision.	<input type="checkbox"/> Able to use procedures, tools and machines without supervision.	<input type="checkbox"/> Able to determine which procedures, tools and machines to use at appropriate times.
Applying Technology to Task	<input type="checkbox"/> Can identify problem as it relates to technology with supervision.	<input type="checkbox"/> Can identify a problem as it relates to technology without supervision.	<input type="checkbox"/> Identify appropriate technology and use it to prevent problems.	<input type="checkbox"/> Use technology appropriately to identify, prevent and solve problems.

Math 9/10

NCDG:

- Self-Knowledge
- Education and Occupational Exploration
- Career Planning

SCANS

- Basic Skills
- Thinking Skills
- Personal Qualities

- Resources
- Information
- Interpersonal Skills
- Systems
- Technology

Class Focus – Improve Basic Skills

Textbook:

- Life Skills Math

Textbook:

Supplemental:

Supplemental:

Resources:

Fresno Bee - http://www.niefresnobee.com/news_activities/100ways.shtml

Website Resources:

<http://classroom.4teachers.org/>

<http://free.ed.gov/>

<http://www.kn.pacbell.com/wired/wired.html>

<http://www.edu4kids.com>

<http://www.funbrain.com/cashreg/index.html>

<http://www.aplusmath.com>

ENGLISH 9/10

NCDG:

- Self-Knowledge
- Education and Occupational Exploration
- Career Planning

SCANS

- Basic Skills
- Thinking Skills
- Personal Qualities

- Resources
- Information
- Interpersonal Skills
- Systems
- Technology

Class Focus - Improve basic skills – reading, writing, speaking/listening

Textbook:

- Building RealLife Skills
- Read 180
- Rewards

Textbook:

Supplemental:

- Reading signs, Directories, Schedules,
- Maps, Charts, Graphs
- Life Skills Series (series of 6)

Resources:

Website Resources:

<http://classroom.4teachers.org/>

<http://free.ed.gov/>

<http://www.kn.pacbell.com/wired/wired.html>

<http://www.edu4kids.com>

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

PERSONAL TRANSITION (9)

NCDG:

- Self-Knowledge
- Education and Occupational Exploration
- Career Planning

SCANS

- Basic Skills
- Thinking Skills
- Personal Qualities

- Resources
- Information
- Interpersonal Skills
- Systems
- Technology

Class focus – self advocacy skills, understanding disability and IEP/ITP process, relationships

Textbook:

- Transitions Curriculum – Vol. 1
- Changes & Choices
- Skills for Independent Living (G/F)

Supplemental:

- Why Try?
- My Future Plan
- You're in Charge
- Making Choices

Resources:

- Data Wizard - <http://www.hrop.org/wizard>
- Learning Style Assessment

Resources available for checkout:

Videos

- People Smart 1
- People Smart 2
- Coping w/Bullying
- Coping w/Teasing
- Coping w/Criticism
- Coping w/Anger/Self
- Coping w/Anger/Others

Website Resources:

<http://classroom.4teachers.org/>

<http://free.ed.gov/>

<http://www.kn.pacbell.com/wired/wired.html>

Follow Your True Colors - <http://www.truecolorscareer.com/quiz.asp>

REFERENCE POINTS: New Resources To Help Students Learn About The Scientific Study Of Behavior And Mental Illness Available Online

Science of Healthy Behaviors, http://free.ed.gov/resource.cfm?resource_id=1938

is a FREE online curriculum from the National Institutes of Health that introduces middle school students to the scientific study of behavior. Lessons focus on defining "behavior," what influences it, surveys, and behavioral specialists in healthcare settings. In role-playing activities as behavioral therapists, students investigate the influences and consequences of behaviors. They also learn how science provides evidence that can be used to understand and treat human disease. Supplemental information can be found at <http://science.education.nih.gov/supplements/nih7/healthy/default.htm>

HEALTH (9)

NCDG:

- Self-Knowledge
- Education and Occupational Exploration
- Career Planning

SCANS

- Basic Skills
- Thinking Skills
- Personal Qualities

- Resources
- Information
- Interpersonal Skills
- Systems
- Technology

Textbook:

- Life Skills Health

Supplemental:

Resources:

Website Resources:

<http://www.learntobehappy.org/?wt.srch=1&gclid=CLaN66r07YkCFRh3YAodH3DGGg>

<http://lessonplancentral.com/lessons/Health/>

<http://school.discovery.com/lessonplans/activities/questsforbetterhealth/>

http://www.education-world.com/a_lesson/lesson207.shtml

<http://classroom.4teachers.org/>

<http://free.ed.gov/>

<http://www.kn.pacbell.com/wired/wired.html>

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

PERSONAL TRANSITION (9)

NCDG:

- Self-Knowledge
- Education and Occupational Exploration
- Career Planning

SCANS

- Basic Skills
- Thinking Skills
- Personal Qualities

- Resources
- Information
- Interpersonal Skills
- Systems
- Technology

Class focus – self advocacy skills, understanding disability and IEP/ITP process, relationships

Textbook:

- Transitions Curriculum – Vol. 1
- Changes & Choices
- Skills for Independent Living (G/F)

Supplemental:

- Why Try?
- My Future Plan
- You're in Charge
- Making Choices

Resources:

Data Wizard - <http://www.lhrop.org/wizard>

- Learning Style Assessment

Resources available for checkout:

Videos

- People Smart 1
- People Smart 2
- Coping w/Bullying
- Coping w/Teasing
- Coping w/Criticism
- Coping w/Anger/Self
- Coping w/Anger/Others

Website Resources:

<http://classroom.4teachers.org/>

<http://free.ed.gov/>

<http://www.kn.pacbell.com/wired/wired.html>

Follow Your True Colors - <http://www.truecolorscareer.com/quiz.asp>

REFERENCE POINTS: New Resources To Help Students Learn About The Scientific Study Of Behavior And Mental Illness Available Online

Science of Healthy Behaviors, http://free.ed.gov/resource.cfm?resource_id=1938

is a FREE online curriculum from the National Institutes of Health that introduces middle school students to the scientific study of behavior. Lessons focus on defining "behavior," what influences it, surveys, and behavioral specialists in healthcare settings. In role-playing activities as behavioral therapists, students investigate the influences and consequences of behaviors. They also learn how science provides evidence that can be used to understand and treat human disease. Supplemental information can be found at <http://science.education.nih.gov/supplements/nih7/healthy/default.htm>

CAREER TRANSITION (10)

NCDG:

- Self-Knowledge
- Education and Occupational Exploration
- Career Planning

SCANS

- Basic Skills
- Thinking Skills
- Personal Qualities
- Resources
- Information
- Interpersonal Skills
- Systems
- Technology

Class focus – career awareness and exploration, job application, resume, interviewing, etc.

Textbook:

- Transitions Curriculum Vol. 2
- Careers (Fearon)

Supplemental:

Resources:

Data Wizard - <http://www.hrop.org/wizard>

- Interest Assessment
- SCANS work readiness evaluation
- The interview
- Resources available for checkout:
Videos
- Enter Here Video Series – See List and Video Worksheet
The *Enter Here* series features actual employees in a wide range of challenging jobs filmed at actual work sites across the country. *ENTER HERE* introduces all students with real opportunities, shows the relationship between school and work, supports all career pathway choices, encourages continuing education and training, and motivates students without overwhelming them. The *ENTER HERE* videos are organized into ten occupational clusters. Each video is approximately ten minutes in length, closed captioned and, and features reproducible print materials for High School/Adult that corresponds to each of the 100 videos.
- Get a Job! - Where Do I Fit In
- Get a Job! - The Easy Way to Write a Resume
- Get a Job! - How To's of Looking for and Applying for a job
- Get a Job! - Successful Interviewing: The Do's and Don'ts
- Working 1
- Working 2
- Job Search Outline and Checklist
- Application for Employment

Website Resources:

<http://classroom.4teachers.org/> <http://free.ed.gov/> <http://www.khake.com/page94.html>
<http://www.kn.pacbell.com/wired/wired.html> <http://online.onetcenter.org/>

Math 11/12

NCDG:

- Self-Knowledge
- Education and Occupational Exploration
- Career Planning

SCANS

- Basic Skills
- Thinking Skills
- Personal Qualities

- Resources
- Information
- Interpersonal Skills
- Systems
- Technology

Class focus – Basic skills related to life activities

Textbook:

- Consumer Math (11)

Textbook:

- Math for the World of Work (12)

Supplemental:

- Deluxe Banking
- Math Matters
- Math CD

Supplemental:

- Visa Credit Unit

Resources:

Fresno Bee - http://www.niefresnobee.com/news_activities/100ways.shtml

Website Resources:

<http://classroom.4teachers.org/>

<http://free.ed.gov/>

<http://www.kn.pacbell.com/wired/wired.html>

<http://www.edu4kids.com>

<http://www.funbrain.com/cashreg/index.html>

<http://www.aplusmath.com>

ENGLISH 11/12

NCDG:

- Self-Knowledge
- Education and Occupational Exploration
- Career Planning

SCANS

- Basic Skills
- Thinking Skills
- Personal Qualities

- Resources
- Information
- Interpersonal Skills
- Systems
- Technology

Class focus – Basic skills related to life activities

Textbook:

- Life Skills English

Textbook:

- English for the World of Work

Supplemental:

- Life Works (SCC)

Resources:

Data Wizard - <http://www.hrop.org/wizard>

- High School Recommendation
- Letter of Recommendation request
- Reference request

Website Resources:

<http://classroom.4teachers.org/>

<http://free.ed.gov/>

<http://www.kn.pacbell.com/wired/wired.html>

<http://www.edu4kids.com>

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

LIFE TRANSITION (11)

NCDG:

- Self-Knowledge
- Education and Occupational Exploration
- Career Planning

SCANS

- Basic Skills
- Thinking Skills
- Personal Qualities

- Resources
- Information
- Interpersonal Skills
- Systems
- Technology

Class Focus: - living on own, economics

Textbook:

- Transitions Curriculum – Vol. 3
- Life on Your Own

Supplemental:

- It's for Real Workplace Ethics

Resources:

Data Wizard – <http://www.hrop.org/wizard>

- Budget Worksheet
- Buying a Used Car
- Banking and Credit

Videos

Get A Job! -Teens at Work and Money Management, Money Smart 1, Money Smart 2, Job Smart 1
Job Smart 2

Website Resources:

<http://classroom.4teachers.org/>

<http://free.ed.gov/>

<http://www.kn.pacbell.com/wired/wired.html>

http://www.pge.com/education_training/

<http://www.moneyinstructor.com/elementary.asp> - sign up for access to basic lessons.

http://www.education-world.com/a_lesson/lesson232.shtml

<http://www.insightced.org/index.php/insight-communities/cfess/ca-sss>

HANDS ON BANKING

Developed by Wells Fargo as a free public service, this innovative, entertaining program is available in Spanish and English and contains no commercial content. The curriculum is designed for self-paced, individual learning for kids, teens and adults. It may also be used in the classroom and with community groups. The lessons are narrated, animated, colorful, and fun! For more information go to <http://www.handsonbanking.org> or <http://www.elfuturoentusmanos.org>

Reality Check - <http://www.californiarealitycheck.com/>

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

ACCESSING THE COMMUNITY (12) Transition to College (18 hours)

NCDG:

- Self-Knowledge
- Education and Occupational Exploration
- Career Planning

SCANS

- Basic Skills
- Thinking Skills
- Personal Qualities

- Resources
- Information
- Interpersonal Skills
- Systems
- Technology

Class Focus: - government, laws, post-secondary education and agency connections, etc.

Textbook:

- RealLife Citizenship (Sch)
- US Citizenship (AGS)
- You and the Law (AGS)
- Community Resources (Saddleback)
- When You Become 18
- Reedley Transition to College Materials
- DMV handbook

Supplemental:

- Community Resources – Reading ads, Reference Materials and Legal Documents
- Workplace ethics

Resources:

Data Wizard - <http://www.hrop.org/wizard>

- Sample ASVAB Test
- Now that you are 18
- Things to know about Selective Service
- Q & A about Social Security
- Practice College Placement Tests

Website Resources:

<http://pbskids.org/democracy/educators/index.html>

<http://www.khake.com/page31.html>

<http://classroom.4teachers.org/>

<http://free.ed.gov/>

<http://www.kn.pacbell.com/wired/wired.html>

Social Security website – www.ssa.gov

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

CUSTOMER SERVICE (11/12)

NCDG:

- Self-Knowledge
- Education and Occupational Exploration
- Career Planning

SCANS

- Basic Skills
- Thinking Skills
- Personal Qualities

- Resources
- Information
- Interpersonal Skills
- Systems
- Technology

Class Focus: - Safety, Transfer skills, Customer Service skills, career vocabulary and knowledge related to specific pathways.

Textbook:

- Teen work & Safety Training (Berkley)
- Work Safe (Berkley)
- Computer Literacy

Customer Service

- Clue In: Basic Customer Service
- Clue In: ABC's of Work Ethics
- Basic Customer Service Etiquette
- Clue In: Workplace Etiquette
- Clue In: ABC's of Tech-Etiquette
- Clue In: ABC's of Business Communication
- Being Your Own Boss: Small Business in America

Supplemental:

- | | |
|-------------------------|-----------------------|
| • Hands on Academics | • Read to Work |
| 1. Automotive | 1. Technology |
| 2. Carpenter | 2. Business |
| 3. Chef | 3. Health Occupations |
| 4. Cosmetologist | 4. Agriculture |
| 5. Medical Assistant | 5. Trade & Industry |
| 6. Customer Service Rep | 6. Service & Retail |

Resources:

Data Wizard

- Wage and hour Projection

Website Resources:

<http://classroom.4teachers.org/>

<http://free.ed.gov/>

<http://www.kn.pacbell.com/wired/wired.html>

Career Exploration

Each career pathway listed below will take you to a new page which has resource links to job descriptions of various careers, online learning resources, tutorials, directories, organizations, related academics, lesson plans, technical schools and other resources related to that specific career path. <http://www.khake.com/page2.html>

<http://www.sdjobs.org/sdhott/lessonplansmain.htm> - lesson plans related to health pathway

<http://www.khake.com/page31.html>

NET Online - <http://online.onetcenter.org/>

Teen Workers Home - <http://www.osha.gov/SLTC/teenworkers/index.html> Disability Benefits 101 -

<http://www.disabilitybenefits101.org/>

Money Instructor – has lessons about customer service (cost) -<http://www.moneyinstructor.com/customer-service.asp>

Customer Service Tips - <http://top-performance-teams.com/11%20lessons/>

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

SUBJECT: K to College Memorandum of Understanding

MEETING: August 12, 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:

K to College is a non-profit organization that partners with hundreds of school districts throughout California to distribute school supply kits, dental hygiene kits and other materials to homeless children and youth and students enrolled in the Free and Reduced Price Meal Program.

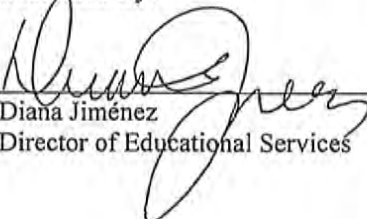
Recommendation:

It is recommendation of the District that the State Administrator approve the K to College MOU


Fiscal Impact:

None.

Submitted By:


Diana Jiménez
Director of Educational Services

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

**Memorandum of Understanding Between
K to College and
South Monterey County Joint Union High School District**

This Agreement is made on April 1, 2015, by and between K to College (K2C) and South Monterey County Joint Union High School District (SMCJUH). K2C is a tax-exempt non-profit corporation organized under § 501(c)(3) of the Internal Revenue Code with the mission of efficiently addressing the unmet material needs of homeless and other impoverished children, and adults working towards self-sufficiency. SMCJUH is a public school district in Monterey County, CA.

K2C hereby agrees to use its best efforts to provide as many SMCJUH students as possible identified as homeless (as defined by the McKinney-Vento Homeless Assistance Act), or otherwise enrolled in the Free or Reduced Price Meal Program (FRPM), with school supply kits, dental kits, hygiene kits, and other materials. As a condition of receiving donated materials from K2C, SMCJUH hereby agrees to the following:

1. To utilize appropriate outreach methods to inform **eligible** and targeted students about materials available through SMCJUH's partnership with K2C
2. To agree that K2C may only be able to provide resources for certain populations of students and that K2C will notify the district in advance of shipment which students are eligible to receive them
3. To use one of the following distribution methods:

Option 1: McKinney-Vento Homeless Only: Distributing to students verified as homeless as defined by the United States McKinney-Vento Homeless Assistance Act:

- i. Providing notification and instruction to all appropriate staff that work with homeless students that these materials are available and how to access them, and
- ii. Facilitating a check-in process following each distribution, verifying each student is enrolled in the district and designated as homeless before they receive K2C materials, and
- iii. Maintaining ownership of the check-in list for the duration of the distribution or distribution cycle, and
- iv. Following distribution(s), comparing the list of recipients to the list of eligible students for a final report as outlined in Section 4, OR

Option 2: Targeted Community Distribution: Distributing to students verified as homeless, FRPM eligible or below 200% of the federal poverty level as follows:

- v. Providing an adequate number of district staff at each community distribution venue or school with a list of those eligible (as defined by above or by amendment to this agreement) to ensure only those at or below 200% of the federal poverty level benefit from the program, and
- vi. Facilitating a check-in process at each community distribution venue and/or school, verifying each student is enrolled in the district before they receive K2C materials, and
- vii. Maintaining ownership of the check-in list for the duration of the distribution at each distribution venue and/or school, and
- viii. Following distribution(s), comparing the list of recipients to the list of eligible students for a final report as outlined in the verification letter template provided by K2C, OR

Option 3: School-wide Distribution: Distributing to every student at **eligible schools*** and/or distributing to select grade-level(s) of students at eligible schools as follows:

- ix. Providing an adequate number of district staff at each school with a list of *every* enrolled student, regardless of FRPM status, and
- x. Facilitating the distribution process, verifying each student's identity and checking his or her name off the roster before they receive K2C materials, and
- xi. Maintaining ownership of the lists for the duration of the distribution at each distribution venue and/or school, and
- xii. Comparing the distribution lists to the district's internal FRPM enrollment lists, verifying the exact number of students who were eligible to receive K2C materials and the exact number of those who were not eligible, and
- xiii. Verifying the two calculated numbers are the same as initially submitted to K2C, and
- xiv. Compensating K2C for any discrepancy resulting in an increased number of students **not** eligible.

**Memorandum of Understanding Between
K to College and
South Monterey County Joint Union High School District**

* **Eligible Schools:** Unless otherwise noted, eligible schools are defined as those with a minimum of 70% FRPM enrollment.

4. To maintain an internal (accessible to SMCJUH only), detailed district-wide roster that includes every child/family that receives K2C materials for auditing and/or any other purposes.† This may be done by maintaining ownership of the lists of those receiving K2C materials at each SMCJUH school and/or community distribution venue. This list will include:
- Name of child/family
 - Proof of income eligibility and/or FRPM enrollment
 - Date and description of services provided

† **NOTE:** Audits will only be conducted by appropriate government agencies and/or a certified contractor of a government agency. **K to College does NOT collect any student information as a matter of policy.** There is only potential for an audit if one or more funding sources are from a government source that requires it.

5. To confirm in writing the process by which K2C materials were distributed to eligible and targeted students as outlined in the verification letter template provided by K2C (Attachment A), certifying those served were eligible and identifying the date and location of each distribution

Notices

All notices and/or correspondence shall be addressed and mailed to Parties as follows:

K to College
Benito Delgado-Olson
Executive Director
7730 Pardee Lane
Oakland, CA 94621

South Monterey County Joint Union High School District
Dr. Daniel Moirao
State Administrator
800 Broadway Street
King City, CA 93930

This Agreement may not be amended or modified except in writing signed by both parties. This Agreement is valid through June 30, 2020.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

Accepted for K to College:

_____ Date _____
Benito Delgado-Olson, Executive Director

Accepted for South Monterey County Joint Union High School District:

_____ Date _____
Dr. Daniel Moirao, State Administrator

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

SUBJECT: Approval of Parent Institute for Quality Education
Contract 15-16

MEETING: August 12, 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:

Parent Institute of Quality Education (PIQE) will provide a parent training course for each comprehensive site. The PIQE program educates parents on how to foster a positive educational environment for their children both at home and at school. The program, which lasts nine weeks, is free to parents. Parents who participate learn how to create a positive and lasting educational environment at home using a number of proven academic success tools: dedicating a home study location and time of day for homework; creating ongoing dialogue with their kids' surrounding their academic successes and challenges; discussing A-G courses, financial aid, college application process, college expectations and more.

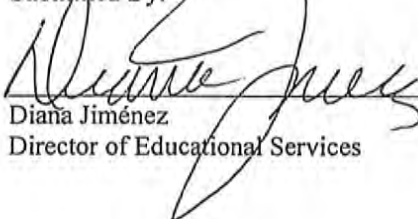
Recommendation:

It is recommendation of the District that the State Administrator approve the 15-16 PIQE MOU


Fiscal Impact:

\$6,000 per comprehensive school site paid with Title I funds.

Submitted By:


Diana Jiménez
Director of Educational Services

Approved:


Daniel R. Moirao, Ed.D.
State Administrator



**SERVICES ACCEPTANCE
MEMORANDUM OF UNDERSTANDING**

To: Mr. Daniel Moirao, South Monterey County Joint Union High School District
From: Ms. Janine Ramirez, PIQE Executive Director
Date: July 2015

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and South Monterey County Joint Union High School District agree as follow:

RECITALS

- A. Scope of Services: PIQE will provide a parent training course for the parents of the children enrolled in the school noted in this contract. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
- B. Curriculum: High School Curriculum, Level 2, Spanish.
- C. Location: Two (2) Sites: Greenfield High School & King City High School
- D. Period of Performance: 2015/2016 School Year
- E. Compensation: A flat fee of \$6,600.00 for one language, with up to 30 parent graduates. After 30 parents, each parent graduate will be charged at a rate of \$220.00. A parent graduate consists of a parent who registers and attends four or more of the core classes during the nine week course. School is not responsible for parents who do not graduate from the course.

School funding from: Title I

In addition, schools where the PIQE program is provided will make available childcare services as well as any refreshment to be provided to the parents.

I accept these services at South Monterey County Joint Union High School District under the terms and conditions noted.

Mr. Daniel Moirao, South Monterey County Joint Union High School District, State Administrator

Date

Parent Institute Representative: _____
Ms. Janine Ramirez, PIQE Executive Director

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

SUBJECT: English 4 Course- Separate into Semesters for Credit Recovery Purposes **MEETING:** August 12, 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 divide English 4 into semester courses (semester 1 and semester 2) for credit recovery purposes so that students have the opportunity to make up a semester versus taking the entire year of English 4.

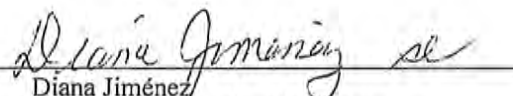
Recommendation:

It is recommendation of the District that the State Administrator approve separating English 4 via OdysseyWare into semester sections.


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
GOVERNING BOARD**

SUBJECT: Approval of Consolidated Application

MEETING: August 12, 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 requesting approval of the Annual Consolidated Application for the 2015-16 categorical programs.

Recommendation:

The recommendation is being made for the State Administrator to approval 2015-2016 Consolidated Application.

Fiscal Impact:


None

Submitted By:



Duane Wolgamott
Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

2015-16 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca15asstoc.asp>

CDE Program Contact:

Joy Paull, jpaull@cde.ca.gov, 916-319-0297

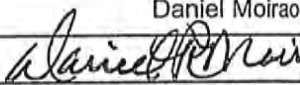
LEA Plan

An LEA that receives Title III funds, or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds and is in Title III Improvement status must post their Improvement Plan in the California Accountability and Improvement System (CAIS) at <http://www.cde.ca.gov/ta/ac/cal>.

State Board of Education approval date	7/11/2003
LEA Plan Web page (format http://SomeWebsiteName.xxx)	http://www.smcjuhsd.org/apps/pages/index.jsp?uREC_ID=272849&type=d&pREC_ID=742239

Consolidated Application Certification Statement

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

Authorized Representative's Full Name	Daniel Moirao
Authorized Representative's Signature	
Authorized Representative's Title	State Administrator
Authorized Representative Signature Date	06/19/2015

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2015-16 Protected Prayer Certification

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

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Daniel Moirao, Ed.D.
Authorized Representative Title	State Administrator
Authorized Representative Signature Date	06/16/2015
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

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2015-16 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/16/2015
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Guadalupe Rodriguez
DELAC review date	03/19/2015
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	http://www.smcjuhsd.org
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Economic Impact Aid EC 54000 SACS 7090, 7091 With continued participation in the Economic Impact Aid program the LEA is agreeing to comply with the assurance posted at http://www.cde.ca.gov/fg/aa/co/ca13asstoc.asp .	Yes
Title I Part A (Basic Grant) ESEA Sec. 1111et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality) ESEA Sec. 2101 SACS 4035	Yes

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2015-16 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

<p>Title III Part A Immigrant ESEA Sec. 3102 SACS 4201</p>	<p>Yes</p>
<p>Title III Part A LEP ESEA Sec. 3102 SACS 4203</p>	<p>Yes</p>

Warning

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2015-16 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability & Info Srv, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2015-16 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	There are no known deficiencies

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2015-16 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy & Program Guidance, NBodenhausen@cde.ca.gov, 916-445-4904
 Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

- a - Meets 35% Low Income Requirement
- c - Funded by Other Allowable Sources
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern
- g - Local Funded Charter Opted Out
- h - Local Funded Charter Opt In
- i - Income measure

Group Schools by Grade Span	No
District-wide Low Income %	79.12%
Grade Span 1 Low Income %	0.00%
Grade Span 2 Low Income %	0.00%
Grade Span 3 Low Income %	79.12%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment (Max 500 char)
King City High	2732170	3	1022	818	80.04	Y	Y	1	Y		
Portola-Butler Continuation High	2730083	3	78	62	79.49	Y	Y	2	Y		
Greenfield High	2730174	3	1074	840	78.21	Y	Y	3	Y		

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2014-15 Economic Impact Aid LEA Reservations and School Allocation Calculation

The purpose of this data collection is to collect carryover, make allowable reservations at the LEA level and to determine the amount available for 2014-15 school-level allocations.

CDE Program Contact:

Sonia Petrozello , EIA / LEP, SPetrozello@cde.ca.gov , 916-319-0950
 Mark Klinesteker , EIA / SCE, mklinesteker@cde.ca.gov , 916-319-0256

Carryover Reporting

Carryover (As reported in 2013-14 Economic Impact Aid Carryover.)	\$697,110
Repayment of funds	\$0
Repayment of funds comment Provide an explanation of why repayment dollars were added back to the EIA allocation (maximum 500 characters).	
Total carryover	\$697,110

Reservations and School Allocation Calculation

Indirect cost reserves (Amount cannot exceed 3% of the total carryover amount.)	\$20,913
Administrative evaluation (Amount cannot exceed 10% of the total carryover amount.)	\$69,711
LEA activities reservation (Amount cannot exceed 2% of the total carryover amount.)	\$0
Alternative reservation (Reservation is only valid if SCE allocations will be made. Amount cannot exceed 25% of the total carryover amount.)	\$0
2014-15 school allocation	\$606,486

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2014-15 Title I, Part A Program Improvement Expenditures and Reallocation Criteria

Report of end-of-year expenditures for Title I, Part A Program Improvement funds and LEA reallocation criteria.

CDE Program Contact:

Jacqueline Matranga, District Innovation and Improvement Office , jmatranga@cde.ca.gov, 916-445-4905
 Jane Liang, District Innovation and Improvement Office, jliang@cde.ca.gov, 916-319-0259

Entitlement after transfers	\$467,834
Program Improvement set aside (Amount equivalent to 20% of 2014-15 Title I, Part A entitlement plus transfers in.)	\$93,567
Maximum allowable Parent Outreach (Amount equivalent to .2% of 2014-15 Title I, Part A entitlement plus transfers in or 1% of the 20% Program Improvement set aside.)	\$936

Expenditures and Encumbrances

Choice transportation using Title I Part A funds	\$0
Choice transportation using non-Title I Part A funds	\$0
SES using Title I Part A funds	\$29,142
SES using non-Title I Part A funds	\$0
Parent Outreach using Title I Part A funds	
Parent Outreach using non-Title I Part A funds	\$0
Total expenditures and encumbrances using Title I Part A funds	\$29,142
Total expenditures and encumbrances using non-Title I Part A funds	\$0
Amount of Program Improvement set aside unspent	\$64,425
Choice Explanation Required	
An explanation is required if total Title I and non-Title I Choice transportation expenditures and encumbrances equals zero.	LEA's Schools at the grade level are remotely located from one another so that changing schools is impractical
Expenditure comment An explanation is required if no program improvement expenditures or encumbrances have occurred. (Maximum 500 characters)	
General comments (Maximum 500 characters)	

Reallocation Exemption

The exemptions below are only applicable if the LEA did not meet its 20% Program Improvement obligation (the amount of Program Improvement set aside unspent is greater than zero).

Provided Choice and or SES to all eligible students using less than the 20% obligation	No
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2014-15 Title I, Part A Program Improvement Expenditures and Reallocation Criteria

Report of end-of-year expenditures for Title I, Part A Program Improvement funds and LEA reallocation criteria.

CDE Program Contact:

Jacqueline Matranga, District Innovation and Improvement Office , jmatranga@cde.ca.gov, 916-445-4905
 Jane Liang, District Innovation and Improvement Office, jliang@cde.ca.gov, 916-319-0259

The LEA has not been able to establish interdistrict transfer agreements, and the LEA could not offer SES because it was not served by any approved providers including online providers	No
--	----

Reallocation Criteria

Check all boxes - documented evidence must be kept on file for review by CDE.

Partnered or made efforts to partner with groups such as community-based organizations to inform eligible students and their parents of the opportunity to sign up for Choice and SES	
Provided timely and accurate notice of the availability of Choice and SES to eligible students and their parents	
Ensured that sign-up forms for SES were distributed directly to eligible students and their parents and made widely available and accessible through broad means of dissemination	
Provided a minimum of two enrollment windows at separate points in the school year for eligible students and their parents to sign up for SES	
Ensured that approved SES providers were given access to school facilities, using a fair, open and objective process, on the same basis and terms as were available to their groups that seek access to school facilities	

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2014-15 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2014 through June 30, 2015.

CDE Program Contact:
 Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503

2014-15 Title II, Part A entitlement	\$52,887
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Professional Development Expenditures

Professional development for teachers	\$19,490
Professional development for administrators	\$2,700
Subject matter project	
Other professional development expenditures	

Exams and Test Preparation Expenditures

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

Recruitment, Training, and Retaining Expenditures

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	\$1,904
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$24,094
General Comment (Maximum 500 characters)	

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2014-15 Title III, Part A Immigrant YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2014 through June 30, 2015.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Geoffrey Ndirangu, Language Policy & Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Approved Immigrant Sub-grantee Activities

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-

- (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;
- (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
- (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth
- (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

(E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;

(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2014-15 Title III, Part A Immigrant entitlement	\$4,562
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$348
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$0
Total year-to-date expenditures	\$348
2014-15 Unspent funds	\$4,214
General Comment (Maximum 500 characters)	

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2014-15 Title III, Part A LEP YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2014 through June 30, 2015.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838
Geoffrey Ndirangu, Language Policy & Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized LEP Sub-grantee Activities**Required**

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English proficiency and academic achievement of limited English proficient children.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2014-15 Title III, Part A LEP entitlement	\$54,941
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$540
2000-2999 Classified personnel salaries	\$516
3000-3999 Employee benefits	\$147
4000-4999 Books and supplies	\$8,558
5000-5999 Services and other operating expenditures	\$2,041
Administrative and indirect costs (Amount cannot exceed 2% of the entitlement.)	\$0
Total year-to-date expenditures	\$11,802
2014-15 Unspent funds	\$43,139
General comment (Maximum 500 characters)	

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2014-15 Homeless Education Policy, Requirements and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Improvement & Accountability Division, lwheeler@cde.ca.gov, 916-319-0383
 Mary Donnelly-Ortega, Improvement & Accountability Division, MDonnellyortega@cde.ca.gov, 916-323-5113

Homeless Education Certification

The LEA hereby assures and certifies to the California State Board of Education that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless
 - b) Includes a dispute resolution process
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Contact first name	Daniel
Contact last name	Moirao
Contact title	State Administrator
Contact email address (format: abc@xyz.zyx)	dmoirao@smcjuhsd.org
Contact telephone number (format: 999-999-9999)	831-385-0606

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	

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2014-15 Homeless Education Policy, Requirements and Implementation

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CDE Program Contact:

Leanne Wheeler, Improvement & Accountability Division, lwheeler@cde.ca.gov, 916-319-0383
 Mary Donnelly-Ortega, Improvement & Accountability Division, MDonnellyortega@cde.ca.gov, 916-323-5113

Date LEA's board approved the homeless education policy	07/01/2012
Does the LEA meet the above federal requirements	Yes
Compliance comment Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Title I, Part A Homeless Expenditures

2014-15 Title I, Part A Entitlement	\$467,834
2014-15 Title I, Part A direct or indirect services to homeless children reservation	\$1
Amount of 2014-15 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$1
No expenditures or encumbrances comment Provide an explanation why there is no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

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2014-15 Title I, Part A School Program Improvement Activities

Per ESEA Section 1116, LEAs must report school level Program Improvement (PI) activities related to Title I, Part A. This includes, but is not limited to, student participation and PI compliance activities based on the number of years a school is in PI status.

CDE Program Contact:

Jacqueline Matranga, District Innovation and Improvement Office , jmatranga@cde.ca.gov, 916-445-4905
 Mindi Yates, Title I Policy & Program Guidance, myates@cde.ca.gov, 916-319-0789

Greenfield High (27 66068 27660682730174)

PI Year	5
Number of students in PI school who applied for public school choice provisions of ESEA Section 1116	0
Number of new and continuing students who transferred under ESEA	0
Number of new and continuing students who transferred under state or local choice programs	0
Number of students who applied for SES	28
Number of students who received SES	27
PI Activities Exception Comment	Parents were contacted by the counselor and information was handed out at school events.
Additional Comments (Maximum 500 characters)	

For PI schools in Year 5, the LEA implemented at least one of the following alternative governance approaches (check all that apply)

Reopened the school as a charter	N
Replaced all or most of the staff	N
Contracted with an outside entity to operate the school	N
Major restructuring activities instituted	Y
Provide a description of major restructuring activities instituted	District / School Liaison team instituted Math (Integrated) as corrective action After school tutoring increased Saturday School requirements increased Read 180 instituted Summer Credit Recovery Staff added for parent coordination, ELD liaisons, EL Specialists

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2014-15 Title I, Part A School Program Improvement Activities

Per ESEA Section 1116, LEAs must report school level Program Improvement (PI) activities related to Title I, Part A. This includes, but is not limited to, student participation and PI compliance activities based on the number of years a school is in PI status.

CDE Program Contact:

Jacqueline Matranga, District Innovation and Improvement Office , jmatranga@cde.ca.gov, 916-445-4905
 Mindi Yates, Title I Policy & Program Guidance, myates@cde.ca.gov, 916-319-0789

King City High (27 66068 27660682732170)

PI Year	5
Number of students in PI school who applied for public school choice provisions of ESEA Section 1116	0
Number of new and continuing students who transferred under ESEA	0
Number of new and continuing students who transferred under state or local choice programs	0
Number of students who applied for SES	29
Number of students who received SES	27
PI Activities Exception Comment	Parents were contacted by the counselor and information was handed out at school events.
Additional Comments (Maximum 500 characters)	

For PI schools in Year 5, the LEA implemented at least one of the following alternative governance approaches (check all that apply)

Reopened the school as a charter	N
Replaced all or most of the staff	N
Contracted with an outside entity to operate the school	N
Major restructuring activities instituted	Y
Provide a description of major restructuring activities instituted	District / School Liaison team instituted Math (Integrated) as corrective action After school tutoring increased Saturday School requirements increased Read 180 instituted Summer Credit Recovery Staff added for parent coordination, ELD liaisons, EL Specialists

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2014-15 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy & Program Guidance, NBodenhausen@cde.ca.gov, 916-445-4904
Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956

District Parental Involvement Certification

Each LEA shall develop jointly with, agree on with, and distribute to parents of Title I children, a written Title I parental involvement policy (ESEA Section 1118(a)). The policy describes how the LEA will:

- a) Involve parents in the joint development of the LEA Plan and the processes of school review and improvement for program improvement schools under ESEA Section 1116;
- b) Help schools to plan and implement effective parental involvement activities to improve student academic achievement and school performance;
- c) Build the schools' and parents' capacity for strong parental involvement;
- d) Coordinate and integrate parental involvement strategies under Part A and under other programs as specified;
- e) Conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy and use the findings of the evaluation to design more effective parental involvement; and
- f) Involve parents in the activities of the Title I schools.

Does the district have a written parental involvement policy	Yes
LEA policy compliance	Yes
Does your current Title I district level parental involvement policy meet the above criteria	
Annual evaluation date	12/01/2014

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2014-15 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

Annual Evaluation

The SMCJUHSD recognizes that the participation of the parents is essential for effective education. Administrators share the Home-School Compact and Parent-Involv Policy with their respective SSCs and ELAC in Nov and Dec 14. Parent input was solicited. Members of committees gave input on these policies. Title I Information Parent meetings took place during Jan 15 in English and Spanish. Presentations included all components of Title I. Parent input was also solicited during these meetings.

Describe the involvement of parents during the policy evaluation process. If no evaluation occurred or if the evaluation date is not within the allowable range, provide an explanation why. (Maximum 500 characters)

Parent Involvement Allocation

Title I Parental Involvement allocation funds were presented and discussed in all SSCs during the revision of site SPSAs, and ELACs. These funds and their purpose were also discussed during the Annual Title I Information Parent meetings and DELAC. Site Parent Involvement coord were instrumental in inviting parents to the meetings and getting parent input. As a result of parent input we will be offering parent education classes via the PIQE on college financing, STEM and financial literacy.

Describe parent involvement in decisions on the use of parental involvement set-aside. (Maximum 500 characters)

District Parental Involvement Contact Information

Parental Involvement contact name

Diana Jimenez

Contact title

Director of Educational Services

Contact email address

djimenez@smcjuhsd.org

(format abc@xyz.zyx)

Contact telephone number

831-385-0606

(format 999-999-9999)

*****Warning*****

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2014-15 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

School Parental Involvement Policy Compliance Requirements

The Title I, Part A school-level parental involvement policy describes the means to carry out:

- a) Involvement of parents in the development of the policy
- b) School-parent compacts
- c) Building of capacity for involvement of parents
- d) Accessibility and opportunities for participation of parents with limited English proficiency, parents with disabilities, and parents of migratory students

School Name	School Code	Parental Involvement Policy Exists	No Policy Comment (Max 250 char)	Meets Policy Requirements ?	Not Compliant Comment (Max 250 char)	Parental Involvement Contact Name	Parental Involvement Contact Title	Parental Involvement Contact Email Address (format abc@xyz.zyx)	Parental Involvement Contact Telephone Number (format 999-999-9999)
Portola-Butler Continuation High	2730083	Y		Y		Linda Benway	SSC Chairperson	lbenway@smcjuhsd.org	831-320-6366
Greenfield High	2730174	Y		Y		Nancy Reyes	SSC Chairperson	nreyes@kcusd.org	831-385-5473
King City High	2732170	Y		Y		Nancy Reyes	SSC Chairperson	nreyes@kcusd.org	831-385-5473

*****Warning*****

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2014-15 Title I, Part A School Funded Staff Report

To collect school level data, as required by ESEA, about teachers and instructional paraprofessionals in Title I, Part A programs.

CDE Program Contact:

Jane Liang, District Innovation and Improvement Office, jliang@cde.ca.gov, 916-319-0259
 Jacqueline Matranga, District Innovation and Improvement Office, jmatranga@cde.ca.gov, 916-445-4905

School Name	School Code	Public	Authorized SWP	New Title I, Part A Funded Teachers Hired Count	Non-ESEA Qualified Hired Count	Title I, Part A Funded Teachers Count (0.00)	Title I, Part A Funded FTE Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals %	Title I, Part A Funded Administrators Count (0.00)	Title I, Part A Funded Support Staff Count (0.00)	Other Title I, Part A Funded Staff Count (0.00)
Greenfield High	2730174	Y	Y				0	0				0.97
King City High	2732170	Y	Y				0	0				1.16
Portola-Butler Continuation High	2730083	Y	Y				0	0				0.00

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Warning

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2013-14 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2013 through June 30, 2015.

CDE Program Contact:

Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503

2013-14 Title II, Part A entitlement	\$52,559
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Professional Development Expenditures

Professional development for teachers	\$33,342
Professional development for administrators	\$17,100
Subject matter project	
Other professional development expenditures	\$0

Exams and Test Preparation Expenditures

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

Recruitment, Training, and Retaining Expenditures

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	\$2,117
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$52,559
General Comment (Maximum 500 characters)	

*****Warning*****

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2013-14 Title III, Part A Immigrant YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2013 through June 30, 2015.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Geoffrey Ndirangu, Language Policy & Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Approved Immigrant Sub-grantee Activities

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

- (1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-
- (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;
 - (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
 - (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth
 - (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

- (E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;
- (F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and
- (G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2013-14 Title III, Part A Immigrant entitlement	\$5,133
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$1,200
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$151
4000-4999 Books and supplies	\$348
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$0
Total year-to-date expenditures	\$1,699
2013-14 Unspent funds	\$3,434
General comment (Maximum 500 characters)	

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2013-14 Title III, Part A LEP YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2013 through June 30, 2015.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Geoffrey Ndirangu, Language Policy & Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized LEP Sub-grantee Activities

Required

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English proficiency and academic achievement of limited English proficient children.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2013-14 Title III, Part A LEP entitlement	\$55,403
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$38,613
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$13,360
4000-4999 Books and supplies	\$2,322
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$1,108
Total year-to-date expenditures	\$55,403
2013-14 Unspent funds	\$0
General comment (Maximum 500 characters)	

*****Warning*****

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2015-16 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

CDE Program Contact:

Anie Wilson, Title II Leadership Office, awilson@cde.ca.gov, 916-445-5669
Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838

Title II, Part A Improving Teacher and Principal Quality

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Non-unified elementary and/or high school districts that have applied for Title II, Part A funds have the option to add a shared attendance area nonprofit private school if they wish to share responsibility for that school's Title II equitable services.

Title III, Part A Limited English Proficient Student Subgrant Program

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III, Part A English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

Add shared attendance area school(s) No

This functionality allows elementary and high school districts that share an attendance area, and decide to share responsibility for Title II, Part A equitable services, to add a nonprofit private school.

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2015-16 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred?	Title II, Part A Participation	Title III, Part A LEP Participation	School Added	Comment (Max 250 char)

-357-

*****Warning*****

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2015-16 Economic Impact Aid School Funding Plan

Based on information provided in the School Student Counts Projected data collection, the table below provides eligibility and ranking information.

CDE Program Contact:

Mark Klinesteker , EIA / SCE, mklinesteker@cde.ca.gov, 916-319-0256
 Deborah Busch, EIA / LEP, DBusch@cde.ca.gov, 916-319-0320

Group schools by grade span

No

Funding method

LEP Only

NOTE: If the LEA has selected to fund LEP Only, no additional action or data entry is required for the Economic Impact Aid School Funding Plan. The Plan should be saved in order to certify the data collection.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Projected LEP Students	LEP %
Portola-Butler Continuation High	2730083	3	78	62	79.49	36	46.15
Greenfield High	2730174	3	1074	840	78.21	398	37.06
City High	2732170	3	1022	818	80.04	270	26.42

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SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Second Reading - Board Policies

MEETING: August 12, 2015

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

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

- AR 5141.3 Health Examinations (revised)
- BP 5141.4 Child Abuse Prevention and Reporting (major revision)
- BP 5144.1 Suspension and Expulsion Due Process (revised)
- AR 5144.1 Suspension and Expulsion Due Process (revised)
- AR 6145.2 Athletic Competition (revised)
- BP 6158 Independent Study (revised)
- AR 6158 Independent Study (revised)
- AR 6162.51 State Achievement Test (new)
- AR 6173 Education for Homeless Children (revised)

Recommendation:

It is recommended that the State Administrator approve the attached board policies.

Fiscal Impact:

No fiscal impact.

Submitted By:

Approved:



Daniel R. Moirao, Ed. D.
State Administrator

Daniel R. Moirao, Ed.D.
State Administrator

Students

Cautionary Notice: Government 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 administrative regulation related to scoliosis screening may be suspended.

Health Examinations

The principal at each school shall notify parents/guardians of the rights of students and parents/guardians related to health examinations. (Education Code 48980; 20 USC 1232h)

(cf. 5141.32 - Health Screening for School Entry)
(cf. 5145.6 - Parental Notifications)

A parent/guardian may annually file a written statement with the principal withholding consent to the physical examination of his/her child. Any such student shall be exempt from any physical examination but shall be subject to exclusion from attendance when contagious or infectious disease is reasonably suspected. (Education Code 49451; 20 USC 1232h)

(cf. 5112.2 - Exclusions from Attendance)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.26 - Tuberculosis Testing)

Hearing Tests

The State Administrator/Superintendent or designee shall provide for the administration of hearing tests to district students by personnel authorized to conduct such testing pursuant to Education Code 49452 and 49454 and in accordance with the procedures specified in 17 CCR 2951.

Each student shall be given a hearing screening test at the following times: (17 CCR 2951)

1. Kindergarten or grade 1
2. Grade 2
3. Grade 5
4. Grade 8
5. Grade 10 or 11
6. Upon first entry into the California public school system

Each student enrolled in a special education program, other than those enrolled because of a hearing problem, shall be given a hearing test when enrolled in the program and every third year thereafter. Hearing tests may be given more frequently as needed, based on the individualized education program team's evaluation of the student. (17 CCR 2951)

(cf. 6159 - Individualized Education Program)

A follow-up hearing threshold test shall be administered to any student who fails to respond to any of the required frequencies in the screening test or is otherwise determined to need further evaluation. (17 CCR 2951)

The State Administrator/Superintendent or designee shall provide written notification of test results to the parents/guardians of any student who fails the hearing tests. When the test results fall within the levels specified in 17 CCR 2951 or there is evidence of pathology, such as an infection of the outer ear, chronic drainage, or a chronic earache, the notification shall include a recommendation that a further medical and audiological evaluation be obtained. (17 CCR 2951)

The dates and results of all screening tests and copies of threshold tests shall be included in the student's health records. (17 CCR 2951)

The principal or designee shall prepare an annual report of the school hearing testing program, using forms provided by the Department of Health Services, with copies to the State Administrator/Superintendent and the County Superintendent of Schools. (17 CCR 2951)

Type 2 Diabetes Information

Because type 2 diabetes in children is a preventable and treatable disease, parents/guardians are encouraged to have their child screened by an authorized health care practitioner for risk factors of the disease, including excess weight, and to request tests of their child's blood glucose to determine if he/she has diabetes or pre-diabetes.

(cf. 5030 - Student Wellness)

The State Administrator/Superintendent or designee may provide information to parents/guardians regarding public or private sources from which they may receive diabetes screening and education services for free or at reduced costs.

(6/96 11/10) 12/14

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

Adopted: August 12, 2015

King City, California

Students

Child Abuse Prevention And Reporting

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The State Administrator/Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The State Administrator/Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

(cf. 1020 - Youth Services)
 (cf. 5141.6 - School Health Services)
 (cf. 6164.2 - Guidance/Counseling Services)

Child Abuse Prevention

The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, include instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform students of available support resources, and teach students how to obtain help and disclose incidents of abuse.

(cf. 6142.8 - Comprehensive Health Education)
 (cf. 6143 - Courses of Study)

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The State Administrator/Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Child Abuse Reporting

The State Administrator/Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)
 (cf. 5145.7 - Sexual Harassment)

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The State Administrator/Superintendent or designee shall provide training regarding the duties of mandated reporters.

Legal Reference:

EDUCATION CODE

32280-32288 Comprehensive school safety plans
33195 Heritage schools, mandated reporters
33308.1 Guidelines on procedure for filing child abuse complaints
44252 Teacher credentialing
44691 Staff development in the detection of child abuse and neglect
44807 Duty concerning conduct of students
48906 Notification when student released to peace officer
48987 Dissemination of reporting guidelines to parents
49001 Prohibition of corporal punishment
51220.5 Parenting skills education
51900.6 Sexual abuse and sexual assault awareness and prevention

PENAL CODE

152.3 Duty to report murder, rape, or lewd or lascivious act
273a Willful cruelty or unjustifiable punishment of child; endangering life or health
288 Definition of lewd or lascivious act requiring reporting
11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

15630-15637 Dependent adult abuse reporting

CODE OF REGULATIONS, TITLE 5

4650 Filing complaints with CDE, special education students

UNITED STATES CODE, TITLE 42

11434a McKinney-Vento Homeless Assistance Act; definitions

COURT DECISIONS

Camreta v. Greene (2011) 131 S.Ct. 2020

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

Health Framework for California Public Schools, Kindergarten Through Grade Twelve

WEB SITES

California Attorney General's Office, Suspected Child Abuse Report Form:

http://www.ag.ca.gov/childabuse/pdf/ss_8572.pdf

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

California Department of Social Services, Children and Family Services Division:

<http://www.childsworld.ca.gov>

U.S. Department of Health and Human Services, Child Welfare Information Gateway:

<https://www.childwelfare.gov/can>

(7/02 11/04) 12/14

Policy: South Monterey County Joint Union High School District

Adopted: August 12, 2015

King City, California

Students

Suspension And Expulsion/Due Process

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be those specified in law and administrative regulation.

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, and in accordance with the district's nondiscrimination policies.

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

Except for single acts of a grave nature or offenses for which suspension or expulsion is required by law, suspension or expulsion shall be used only when the student involved has a history of misconduct and other means of correction have failed to bring about proper conduct or the student's presence causes a continuing danger to himself/herself or others.

To correct the behavior of students who are subject to discipline, the State Administrator designee, to the extent allowed by law, shall use alternative disciplinary measures that keep students in school during the school day.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the State Administrator/Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the State Administrator/Board. (Education Code 48918(j))

As required by law, the State Administrator/Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

(cf. 5131.7 - Weapons and Dangerous Instruments)

2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the State Administrator/Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in a public session.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

Zero Tolerance

The Board supports a zero tolerance approach to serious offenses in accordance with state and federal law. This approach makes the removal of potentially dangerous students from the classroom a top priority and ensures the standardized treatment of all students. Staff shall immediately report to the State Administrator/Superintendent or designee any incidence of offenses specified in law, Board policy, and/or administrative regulation as cause for suspension or expulsion.

(cf. 1020 - Youth Services)

(cf. 5138 - Conflict Resolution/Peer Mediation)

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

(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)

Alternatives to suspension or expulsion also shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)

Suspended or expelled students shall be denied the privilege of participation in all extracurricular activities during the period of suspension or expulsion.

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The State Administrator/Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5)

(cf. 5119 - Students Expelled from Other Districts)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))

Removal from Class by a Teacher and Parental Attendance

When suspending a student from class for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying valid staff authority, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)

Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and his/her parents/guardians and to improve classroom behavior.

Before requiring parental attendance, the teacher shall make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the parent/guardian about available resources and parent education opportunities. Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and the parent/guardian and to improve classroom behavior.

Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)

When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law. (Education Code 48900.1)

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)

When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by telephone, mail, or other means that maintains the confidentiality of the student's records.

(cf. 5125 - Student Records)

District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)

(cf. 5145.6 - Parental Notifications)

Supervised Suspension Classroom

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the State Administrator/Superintendent or designee shall establish a supervised classroom suspension program which meets the requirements of law. The use of such alternatives does not preclude off-campus suspensions.

Decision Not to Enforce Expulsion Order

In cases where expulsion is mandatory pursuant to Education Code 48915(c), the enforcement of an expulsion order shall not be suspended by the Board. In all other cases of expulsion, the order for expulsion may be suspended by the Board, on case-by-case basis, pursuant to the requirements of law and administrative regulation.

Maintenance and Monitoring of Outcome Data

The State Administrator/Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for

each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

The report shall be disaggregated by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities. The report also shall include information about whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52060-52077 Local control and accountability plan

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

- 31 Principal of a crime, defined
- 240 Assault defined
- 241.2 Assault fines
- 242 Battery defined
- 243.2 Battery on school property
- 243.4 Sexual battery
- 245 Assault with deadly weapon
- 245.6 Hazing
- 261 Rape defined
- 266c Unlawful sexual intercourse
- 286 Sodomy defined
- 288 Lewd or lascivious acts with child under age 14
- 288a Oral copulation
- 289 Penetration of genital or anal openings
- 417.27 Laser pointers
- 422.55 Hate crime defined
- 422.6 Interference with exercise of civil rights
- 422.7 Aggravating factors for punishment
- 422.75 Enhanced penalties for hate crimes
- 626.2 Entry upon campus after written notice of suspension or dismissal without permission
- 626.9 Gun-Free School Zone Act of 1995
- 626.10 Dirks, daggers, knives, razors, or stun guns
- 868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

- 729.6 Counseling

UNITED STATES CODE, TITLE 18

- 921 Definitions, firearm

UNITED STATES CODE, TITLE 20

- 1415(K) Placement in alternative educational setting

- 7151 Gun-free schools

UNITED STATES CODE, TITLE 42

- 11432-11435 Education of homeless children and youths

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

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80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

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>

(11/12 4/14) 12/14

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 12, 2015

King City, California

Students

Suspension And Expulsion/Due Process

Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level.
2. Referral to a certificated employee designated by the principal to advise students.
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(u))

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)
(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion

Any student, including a student with disabilities, may be subject to suspension or expulsion when it is determined that he/she:

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

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense. (Education Code 48900(a))

A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, such a student may be suspended or expelled pursuant to Education Code 48900(a) when he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(t))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))

(cf. 5131 - Conduct)
(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant. (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))

7. Stole or attempted to steal school property or private property. (Education Code 48900(g))

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))

11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

12. Knowingly received stolen school property or private property. (Education Code 48900(l))

13. Possessed an imitation firearm. (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))

15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))

16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))

17. Engaged in, or attempted to engage in, hazing. (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events.

18. Engaged in an act of bullying. (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 (items #20-22 below), that has any of the effects described above on a reasonable student.

Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

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

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

19. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

20. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

A student in grades 9-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

21. Committed sexual harassment as defined in Education Code 212.5. (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233. (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

22. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school or within any other school district, at any time, including, but not limited to, the following: (Education Code 48900)

1. While on school grounds
2. While going to or coming from school
(cf. 5131.1 - Bus Conduct)
3. During the lunch period, whether on or off the school campus
(cf. 5112.5 - Open/Closed Campus)
4. During, going to, or coming from a school-sponsored activity

Removal from Class by a Teacher and Parental Attendance

A teacher may remove any student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" above. (Education Code 48910)

When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal. (Education Code 48910)

A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Pursuant to Board policy, a teacher may require the parent/guardian of a student whom the teacher has removed to attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the

parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)

The notice shall specify that the attendance may be on either the date the student is scheduled to return to class or within one week thereafter.

This notice shall also:

1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date
2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student
3. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1

Suspension by State Administrator/Superintendent, Principal, or Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion. (Education Code 48915(c))

The State Administrator/Superintendent, principal, or designee may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above. A student may be suspended only when the State Administrator/Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)

However, the State Administrator/Superintendent, principal, or designee may impose a suspension upon a first offense if he/she determines that the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48900.5)

In addition, the State Administrator/Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm,

unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

2. Brandishing a knife as defined in Education Code 48915(g)
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possessing an explosive as defined in 18 USC 921

The State Administrator/Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

For all other offenses, a student may be suspended only when the State Administrator/Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the State Administrator/Superintendent, principal, or designee shall document the other means of correction used and retain them in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

Length of Suspension

The State Administrator/Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Suspensions shall be initiated according to the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the State Administrator/Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the State Administrator/Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the State Administrator/Superintendent or designee. (Education Code 48911)

3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school.

If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

4. Parent/Guardian Conference: Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

While the parent/guardian is required to respond without delay to a request for a conference about his/her child's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the State Administrator/Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

b. The State Administrator/Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

c. If the student involved is a foster youth, the State Administrator/Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

d. If the student involved is a homeless child or youth, the State Administrator/Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

(cf. 6173 - Education for Homeless Children)

In lieu of or in addition to suspending a student, the State Administrator/Superintendent,

principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the State Administrator/Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

Suspension by the Board

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by State Administrator/Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

Supervised Suspension Classroom

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school, students, or staff may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. Each student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)

For all other grounds listed above under "Grounds for Suspension and Expulsion," the Board shall order a student expelled upon the recommendation of the State Administrator/Superintendent, principal, or designee, only if the Board makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

Mandatory Recommendation for Expulsion

Unless the State Administrator/Superintendent, principal, or designee finds that expulsion is inappropriate due to particular circumstances, the State Administrator/Superintendent, principal, or designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another dangerous object of no reasonable use to the

student

3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

Mandatory Recommendation and Mandatory Expulsion

The State Administrator/Superintendent, principal, or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife as defined in Education Code 48915(g) at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possessing an explosive as defined in 18 USC 921

Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the State Administrator/Superintendent, principal, or designee determines that the student has committed one of the acts listed under "Grounds for Suspension and Expulsion." (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time

requirements for conducting an expulsion hearing, the State Administrator/Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

After a determination that one of the grounds listed above under "Grounds for Suspension and Expulsion" has occurred, the State Administrator/Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion. The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the State Administrator/Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the State Administrator/Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code

48918(c))

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the State Administrator/Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the State Administrator/Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and

Expulsion" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. Testimony by Complaining Witnesses: The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

(1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

(2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.

(3) The person conducting the hearing may:

(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

(b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

(c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue its decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated. The State Administrator/Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be

prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (Education Code 48917, 48918)

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student, the State Administrator/Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the State Administrator/Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The State Administrator/Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension

or expulsion listed above under "Grounds for Suspension and Expulsion" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision Not to Enforce Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior

2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The State Administrator/Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Stipulated Expulsion

After a determination that a student has committed an expellable offense, the State Administrator/Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishment of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the

possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind.
(Education Code 48902)

Post-Expulsion Placements

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)
(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for acts described in items #6-13 and #20-22 under "Grounds for Suspension and Expulsion" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school.
(Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Prior to the date set by the Board for the student's readmission:

1. The State Administrator/Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the State Administrator/Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. The State Administrator/Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the State Administrator/Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding

readmission.

4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)

5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.

6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The State Administrator/Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

(11/12 4/14) 12/14

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 12, 2015

King City, California

AR 6145.2 Instruction

Athletic Competition

Nondiscrimination and Equivalent Opportunities in the Athletic Program

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, or any other basis specified in law. (Education Code 220, 221.5, 230; 5 CCR 4920; 34 CFR 106.41)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)

The State Administrator/Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective of the gender listed on the student's records.

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

When determining whether equivalent opportunities are available to both sexes in athletic programs, the State Administrator/Superintendent or designee shall consider, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the selection of sports and levels of competition offered effectively accommodate the interests and abilities of both sexes

The athletic program shall be considered to effectively accommodate the interests and abilities of both sexes if it meets one of the following criteria: (Education Code 230)

a. The interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments.

b. When the members of one sex have been and are underrepresented among interscholastic athletes, the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex.

c. When the members of one sex are currently underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #b above, the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program.

2. The provision and maintenance of equipment and supplies
3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
4. Travel and per diem allowances
5. Opportunities to receive coaching and academic tutoring
6. Assignment and compensation of coaches and tutors
7. Provision of locker rooms and practice and competitive facilities
8. Provision of medical and training facilities and services
9. Provision of housing and dining facilities and services
10. Publicity
11. Provision of necessary funds

Beginning with the 2015-16 school year and every year thereafter, each school that offers competitive athletics shall post the following information on its school web site, or on the district web site if the school does not have a web site, at the end of the school year: (Education Code 221.9)

1. The total enrollment of the school, classified by gender
2. The number of students enrolled at the school who participate in competitive athletics, classified by gender
3. The number of boys' and girls' teams, classified by sport and by competition level

(cf. 1113 - District and School Web Sites)

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)

(cf. 3580 - District Records)

Health and Safety

The State Administrator/Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student's initiating practice or competition. (Education Code 49475)

(cf. 5145.6 - Parental Notifications)

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the athlete sustained a concussion or a head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

The State Administrator/Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury suffered by the student and any actions taken to treat the student.

The State Administrator/Superintendent or designee shall provide training to coaches, athletic trainers, and/or school nurses regarding concussion symptoms, prevention, and appropriate response.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

High school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, full-contact practice means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

Parental Notifications

Before a student participates in interscholastic athletic activities, the State Administrator/Superintendent or designee shall send a notice to the student's parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

(cf. 1312.3 - Uniform Complaint Procedures)

2. Includes a copy of the Athletes' Bill of Rights pursuant to Education Code 271
3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

(cf. 3530 - Risk Management/Insurance)

4. Provides information about insurance protection pursuant to Education Code 32221.5

(cf. 5143 - Insurance)

5. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions

(cf. 3541.1 - Transportation for School-Related Trips)

6. States the Governing Board's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

(cf. 5144 - Discipline)

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

7. Includes a copy of the local California Interscholastic Federation (CIF) league rules

8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids or dietary supplements banned by the U.S. Anti-Doping Agency

(cf. 5131.63 - Steroids)

(11/11 2/14) 12/14

Regulation

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 12, 2015

King City, California

Independent Study

The Governing Board authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

(cf. 5147 - Dropout Prevention)
 (cf. 6011 - Academic Standards)
 (cf. 6143 - Courses of Study)
 (cf. 6146.1 - High School Graduation Requirements)
 (cf. 6146.11 - Alternative Credits Toward Graduation)
 (cf. 6172 - Gifted and Talented Student Program)
 (cf. 6200 - Adult Education)

The State Administrator/Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, a home-based format, and an online course.

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747; 5 CCR 11700)

Parents/guardians of students who are interested in independent study shall contact the State Administrator/Superintendent or designee. The State Administrator/Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom.

The minimum period of time for any independent study option shall be five consecutive school days.

The State Administrator/Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student. (Education Code 51747)

The written agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than two weeks for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the State Administrator/Superintendent or designee may allow

for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

When a participating student misses three assignments, an evaluation shall be conducted to determine whether it is in the student's best interest to remain in independent study. However, a student's written agreement may specify a lower or higher number of missed assignments that will trigger an evaluation when the State Administrator/Superintendent or designee determines it appropriate based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.

Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Except in unusual circumstances, it is expected that the supervising teacher will meet, either in person or by electronic means, with each participating student at least once a week to discuss the student's progress.

(cf. 5147 - Dropout Prevention)

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student misses three assignments, unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.

Student-Teacher Conferences

Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Teachers are expected to monitor student progress and work closely with each student to determine the amount and type of contact needed for the student to be successful in the program.

Missing appointments with the supervising teacher without valid reasons may trigger an evaluation to determine whether the student should remain in independent study.

Home-Based Independent Study

The State Administrator/Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student and ensures that the student will be offered a standards-based education substantially equivalent in quality and quantity to the district's classroom instruction.

Program Evaluation

The State Administrator/Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and State Administrator/Superintendent shall determine areas for program improvement as needed.

- (cf. 0500 - Accountability)
- (cf. 5121 - Grades/Evaluation of Student Achievement)
- (cf. 6162.5 - Student Assessment)
- (cf. 6162.51 - State Academic Achievement Tests)
- (cf. 6162.52 - High School Exit Examination)

Legal Reference:

EDUCATION CODE

- 17289 Exemption for facilities
- 41976.2 Independent study programs; adult education funding
- 42238 Revenue limits
- 42238.05 Local control funding formula; average daily attendance
- 44865 Qualifications for home teachers and teachers in special classes and schools
- 46200-46208 Instructional day and year
- 46300-46307.1 Methods of computing average daily attendance
- 47612.5 Independent study in charter schools
- 48204 Residency
- 48206.3 Home or hospital instruction; students with temporary disabilities
- 48220 Classes of children exempted
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CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study
19819 State audit compliance
UNITED STATES CODE, TITLE 20
6301 Highly qualified teachers
COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365
EDUCATION AUDIT APPEALS PANEL DECISIONS
Lucerne Valley Unified School District, Case No. 03-02 (2005)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Elements of Exemplary Independent Study

Approaches to Satisfying No Child Left Behind Act of 2001 Teacher Requirements for
Independent Study in Secondary Schools, January 28, 2010

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

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Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 12, 2015

King City, California

Independent Study

Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

(cf. 6143 - Courses of Study)

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel

(cf. 5112.3 - Student Leave of Absence)

5. Volunteer community service activities that support and strengthen student achievement

(cf. 0420.4 - Charter Schools)

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

(cf. 6181 - Alternative Schools/Programs of Choice)

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

(cf. 5113 - Absences and Excuses)

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

(cf. 6146.1 - High School Graduation Requirements)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of

study within the customary time frame. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

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

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

Provided that experienced certificated staff are available to effectively supervise students in independent study, the State Administrator/Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the school is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the State Administrator/Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

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

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

(cf. 6183 - Home and Hospital Instruction)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

(cf. 6200 - Adult Education)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant and parenting students who are primary caregivers for one or more of their children, shall be eligible for apportionment credit for independent study. (Education Code 51745)

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

(cf. 6184 - Continuation Education)

Written Agreements

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700)

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel that will be made available to the student
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one semester or one-half year if the school is on a year-round calendar
6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate

8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

Before the student begins the independent study, the written agreement shall be signed and dated by the student, the parent/guardian or caregiver of the student if the student is under age 18, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. (Education Code 51747; 5 CCR 11702)

Course-Based Independent Study

The district shall offer a course-based independent study program for students in grades 9-12 subject to the following requirements: (Education Code 51749.5)

1. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential, meet the requirements for highly qualified teachers pursuant to 20 USC 6301, and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

(cf. 4112.2 - Certification)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

2. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as equivalent classroom-based courses and shall be aligned to all relevant local and state content standards. This certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.

3. Students enrolled in these courses shall meet the applicable age requirements established pursuant to Education Code 46300.1 and 46300.4 and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 48204, and 51747.3.

4. Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least twice per calendar month to assess whether the student is making satisfactory educational progress. For this purpose, satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher providing instruction.

Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.

If satisfactory educational progress is not being made, the teacher shall notify the student and, if the student is under age 18 years, his/her parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether he/she should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

(cf. 5125 - Student Records)

5. Examinations shall be administered by a proctor.
6. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

7. A student shall not be required to enroll in courses included in this program.
8. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
9. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

10. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

12. A student shall not be prohibited from participating in independent study solely on the basis that he/she does not have the materials, equipment, or Internet access necessary to participate in the course.

Before enrolling a student in a course within this program, the State Administrator/Superintendent or designee shall provide the student and, if the student is under age 18 years, his/her parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to this program
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources, including materials and personnel, that will be made available to the student
6. A statement that the student is not required to enroll in courses in this program
7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The State Administrator/Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Monitoring Student Progress

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

However, the independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

When the student has missed the number of assignments specified in the written agreement as precipitating an evaluation, the State Administrator/Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to a regular school program.

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator shall be to:

1. Ensure that the district's independent study option is operated in accordance with law, Board policy, and administrative regulation and is substantially equal in quality and quantity to the classroom instruction
2. Recommending certificated staff to be assigned as independent study teachers and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
3. Obtain and maintain current information and skills required for the operation of an independent study program that meets established standards for the district's educational programs
4. Develop and manage the budget for independent study
5. Authorize the selection of certificated staff to be assigned as independent study teachers
6. Supervise any staff assigned to independent study functions who are not regularly supervised by another administrator
7. Approve or deny the participation of students requesting independent study
8. Facilitate the completion of written independent study agreements
9. Assure a smooth transition for students into and out of the independent study mode of instruction
10. Approve all credits earned through independent study and forward the information to the appropriate staff so that the information becomes part of the student's record

11. Complete or coordinate the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

(cf. 4112.2 - Certification)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind)

The principal and independent study administrator may recommend and the State Administrator/Superintendent shall approve the assignment of teachers to directly supervise independent study and/or work with students on specific subject matter. The State Administrator/Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

The ratio of student average daily attendance to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district. (Education Code 51745.6)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs at the applicable grade span in the district, unless a new higher or lower grade span ratio for all other educational programs offered within the grade span is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative grade span ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall be to:

1. Complete designated portions of the written independent study agreement and add additional information to the written agreement when appropriate
2. Supervise and approve coursework
3. Design lesson plans and make assignments
4. Maintain records of student assignments showing the date the assignment is given and the date the assignment is due
5. Provide direct instruction and counsel as necessary for individual student success

6. Regularly meet with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assess student work and determine and assign grades or other approved measures of achievement
9. Select and save representative samples of the student's completed and evaluated assignments for each subject, signed or initialed and dated in accordance with item #3 in the section on "Records" below
10. Maintain a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
11. Maintain any other required records and files on a current basis

Records

The State Administrator/Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study.
2. A separate listing of the students, by grade level, program, and school, who have participated in independent study. This listing shall identify units of the curriculum attempted and units of the curriculum completed by students in grades K-8 and identify course credits attempted by and awarded to students in grades 9-12 and in adult education, as specified in their written agreements.
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher.
4. A daily or hourly attendance register, as appropriate to the program in which the students are participating, separate from classroom attendance records, and maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons.

(cf. 3580 - District Records)

The above records shall be maintained for three years, excluding the current fiscal year.

The State Administrator/Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

Each school shall maintain records for the students at that school.

A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in Board policy shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

(cf. 5125 - Student Records)

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Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 12, 2015

King City, California

Instruction

Education For Homeless Children

Definitions

Homeless means students who lack a fixed, regular, and adequate nighttime residence and includes: (42 USC 11434a)

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement

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

2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because the children are living in conditions described in (1)-(3) above
5. Unaccompanied youth who are not in the physical custody of a parent or guardian

School of origin means the school that the student attended when permanently housed or the school in which the student was last enrolled. (42 USC 11432)

Best interest means, to the extent feasible, continuing a student's enrollment in the school of origin for the duration of his/her homelessness, except when doing so is contrary to the wishes of his/her parent/guardian. (42 USC 11432)

District Liaison

The State Administrator/Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

Director of Curriculum and Instruction
800 Broadway Street, King City, CA 93930
831-385-0606

The district's liaison for homeless students shall ensure that: (42 USC 11432)

1. Homeless students are identified by school personnel and through coordinated activities with other entities and agencies

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

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

(cf. 5141.6 - School Health Services)

2. Homeless students enroll in, and have a full and equal opportunity to succeed in, district schools
3. Homeless families and students receive educational services for which they are eligible
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children
5. Notice of the educational rights of homeless children is disseminated at places where children receive services, such as schools, shelters, and soup kitchens
6. Enrollment disputes are mediated in accordance with law, Board policy, and administrative regulation
7. Parents/guardians are fully informed of all transportation services

(cf. 3250 - Transportation Fees)

(cf. 3541 - Transportation Routes and Services)

8. When notified pursuant to Education Code 48915.5, participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability

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

9. Assist a homeless student to obtain records necessary for his/her enrollment into or transfer out of district schools, including immunization, medical, and academic records

Enrollment

Placement decisions for homeless students shall be based on the student's best interest. In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless his/her parent/guardian requests otherwise. (42 USC 11432)

When making a placement decision for a homeless student, the State Administrator/Superintendent or designee may consider the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with his/her homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice, even if the parent/guardian is unable to provide the school with the records normally required for enrollment. (42 USC 11432)

(cf. 5111.1 - District Residency)
 (cf. 5125 - Student Records)
 (cf. 5141.31 - Immunizations)

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other medical records, the principal or designee shall refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if he/she is an unaccompanied youth, in obtaining the necessary immunizations or records for the student. (42 USC 11432)

If the student is placed at a school other than his/her school of origin or the school requested by his/her parent/guardian, the State Administrator/Superintendent or designee shall provide the parent/guardian with a written explanation of the decision along with a statement regarding the parent/guardian's right to appeal the placement decision. (42 USC 11432)

The student may continue attending his/her school of origin for the duration of the homelessness and until the end of any academic year in which he/she moves into permanent housing. (42 USC 11432)

In the case of an unaccompanied youth, the district's homeless liaison shall assist in placement or enrollment decisions, consider the views of the student, and provide notice to the student of his/her appeal rights. (42 USC 11432)

(cf. 5111.13 - Residency for Homeless Children)
 (cf. 5125 - Student Records)
 (cf. 5141.31 - Immunizations)

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other medical records, the principal or designee shall refer the parent/guardian

to the district's liaison for homeless students. The liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 USC 11432)

Enrollment Dispute Resolution Process

If a dispute arises over school selection or enrollment in a particular school, the student shall be immediately admitted to the school in which enrollment is sought pending resolution of the dispute. (42 USC 11432)

The parent/guardian shall be provided with a written explanation of the placement decision, including an explanation of the parent/guardian's right to appeal the decision. He/she shall also be referred to the district liaison. (42 USC 11432)

The written explanation shall be complete, as brief as possible, simply stated and provided in language that the parent/guardian or student can understand. The explanation may include contact information for the district liaison, a description of the district's decision, notice of the right to enroll in the school of choice pending resolution of the dispute, notice that enrollment includes full participation in all school activities, and notice of the right to appeal the decision to the county office of education and, if the dispute remains unresolved, to the California Department of Education.

The district liaison shall carry out the dispute resolution process as expeditiously as possible after receiving notice of the dispute. (42 USC 11432)

The liaison shall provide the parent/guardian a copy of the district's decision, dispute form, and a copy of the outcome of the dispute.

If a parent/guardian disagrees with the liaison's enrollment decision, he/she may appeal the decision to the State Administrator/Superintendent. The State Administrator/Superintendent shall make a determination within five working days.

If the parent/guardian wishes to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

In working with a student's parents/guardians to resolve an enrollment dispute, the district liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position
2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved

3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide them a copy of the dispute form they submit for their records
5. Provide them the outcome of the dispute for their records

If a parent/guardian disagrees with the liaison's enrollment decision, he/she may appeal the decision to the State Administrator/Superintendent. The State Administrator/Superintendent shall make a determination within five working days.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

Transfer of Coursework and Credits

When a homeless student transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the student to retake the course. (Education Code 51225.2)

If the homeless student did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

In no event shall the district prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

(cf. 6143 - Courses of Study)

Exemption from District Graduation Requirements

To obtain a high school diploma, a homeless student shall pass the high school exit examination in English language arts and mathematics, complete all courses required by Education Code 51225.3, and fulfill any additional graduation requirement prescribed by the Governing Board.

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6162.52 - High School Exit Examination)

However, when a homeless student who has completed his/her second year of high school transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the homeless student's transfer, the State Administrator/Superintendent or designee shall notify the student, the person holding the right to make educational decisions for him/her, and the district liaison for homeless students of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

To determine whether a homeless student is in his/her third or fourth year of high school, the district shall use either the number of credits he/she has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption. (Education Code 51225.1)

The State Administrator/Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or by the district liaison on behalf of the student. (Education Code 51225.1)

If the State Administrator/Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within his/her fifth year of high school, he/she shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for him/her, of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution
2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the homeless student or, the person holding the right to make educational decisions for him/her if he/she is under 18 years of age, permit the student to stay in

school for a fifth year to complete the district's graduation requirements

Eligibility for Extracurricular Activities

A homeless student who enrolls in any district school shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(7/02 7/05) 12/14

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 12, 2015

King City, California

Instruction

State Academic Achievement Tests -

The State Administrator/Superintendent or designee shall administer the California Assessment of Student Performance and Progress (CAASPP) to all district students at applicable grade levels, except those students exempted by law.

The district shall permit any locally funded charter school to administer the CAASPP to its students in coordination with the testing of district students. In addition, the State Administrator/Superintendent or designee shall arrange for the testing of students in any alternative education program or program conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or nonpublic, nonsectarian schools. No test shall be administered in a home or hospital except by a test examiner. (5 CCR 851)

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 6158 - Independent Study)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

On or before September 30 of each year, the State Administrator/Superintendent or designee shall designate a district coordinator who shall oversee all matters related to the testing program and serve as the district representative and liaison with the test contractor and the California Department of Education (CDE). The State Administrator/Superintendent or designee shall also designate a coordinator for each test site. The duties of the district and site test coordinators shall include those specified in 5 CRR 857-858. (5 CCR 857-858)

The State Administrator/Superintendent or designee also shall appoint test examiner(s) to administer the state assessments. A test examiner shall be an employee or contractor of the district or, for an alternate assessment for students with disabilities, shall be a certificated or licensed employee of the school, district, or county office of education. (5 CCR 850)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

As appropriate, the State Administrator/Superintendent or designee shall assign a specially trained district employee to serve as a test proctor to assist the test examiner; a specially trained district employee, or other person supervised by a district employee, to serve as a translator to translate the test directions into a student's primary language; and a district employee to serve as a scribe to transcribe a student's responses to the format required by the test. A student's

parent/guardian shall not be eligible to be that student's translator or scribe. (5 CCR 850)

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

Tests Included in the State Assessment System

The district shall administer the following CAASPP assessments: (Education Code 60640)

1. The Smarter Balanced Assessment Consortium assessments for English language arts and mathematics in grades 3-8 and 11, except that:

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

a. Recently arrived English learners, defined pursuant to Education Code 60603 as 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.

(cf. 6174 - Education for English Language Learners)

b. Students with disabilities who are unable to participate in these assessments, even with the resources described in the section "Testing Variations" below, may be provided an alternate test in accordance with their individualized education program (IEP), as provided in item #3 below.

(cf. 6159 - Individualized Education Program)

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

2. Science assessments at grades 5, 8, and 10

(cf. 6142.93 - Science Instruction)

3. For students with disabilities who are unable to take the tests specified in items #1-2

above even with appropriate accommodations or other testing resources:

a. California Alternate Assessment in English language arts and mathematics

b. For the science assessment, either the California Alternate Performance Assessment or California Modified Assessment, in accordance with the student's IEP

In addition, the State Administrator/Superintendent or designee may administer a primary language assessment to English learners in grades 2-11. Administration of this test shall not

replace the administration of the above tests, administered in English, to English learners. (Education Code 60640)

The primary language assessment also may be used to assess students in a dual language immersion program who are not limited English proficient or who are redesignated fluent English proficient, subject to the approval of the California Department of Education (CDE) of an agreement between the district and the state testing contractor. (Education Code 60640)

Exemptions

Each year the State Administrator/Superintendent or designee shall notify parents/guardians of their child's participation in the CAASPP and of the provisions of Education Code 60615 related to exemptions from testing. (5 CCR 852)

(cf. 5145.6 - Parental Notifications)

A parent/guardian may annually submit to the school a written request to excuse his/her child from any or all parts of the CAASPP assessments for the school year, and such a request shall be granted by the State Administrator/Superintendent or designee. However, district employees shall not solicit or encourage any exemption request on behalf of any student or group of students. (Education Code 60615; 5 CCR 852)

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

Testing Period

The State Administrator/Superintendent or designee shall establish testing days for district students within the following testing windows: (5 CCR 855)

1. Assessments in English language arts and mathematics shall not be administered until at least 66 percent of the school's annual instructional days have been completed for grades 3-8, or at least 80 percent of the annual instructional days for grade 11, and may continue up to and including the last day of instruction for the regular school calendar.
2. Alternate assessments for students with disabilities and science assessments for all students shall be administered during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days.
3. The primary language assessment shall be administered to English learners within the testing window specified in item #2.

Students who are absent during testing shall be provided an opportunity to take the tests within the testing window.

Testing Variations

Assessments shall be administered in accordance with the manuals or other instructions provided by the test contractor and CDE, except that, as appropriate, students may be provided universal tools, designated supports, and/or accommodations during testing that are specifically allowed pursuant to 5 CCR 853.5 or 853.7. (5 CCR 850, 853.5, 853.7)

Designated supports or accommodations provided to students with disabilities shall be those specified in their IEP or Section 504 plan. (5 CCR 850, 853.5)

If a resource has not been specifically identified in 5 CCR 853.5 or 853.7 but is regularly used by a student in the classroom for instruction and/or assessment, the district or school site test coordinator may submit a written request to the CDE for approval to use that individualized aid. He/she shall submit the request at least 10 business days prior to the student's first day of CAASPP testing. (5 CCR 853.5)

Report of Test Results

For any state assessments that produce valid individual student results, the State Administrator/Superintendent or designee shall forward or transmit the student's test results to his/her parents/guardians within 20 working days from receipt of the results from the test contractor or, if the district receives the results from the contractor after the last day of instruction for the school year, then within the first 20 working days of the next school year. The report shall include a clear explanation of the purpose of the test, the student's score, and its intended use by the district. An individual student's scores shall also be reported to his/her school and teacher(s) and shall be included in his/her student record. (Education Code 60641; 5 CCR 863)

(cf. 5125 - Student Records)

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

The State Administrator/Superintendent or designee shall present districtwide, school-level, and grade-level results to the Governing Board at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student. (Education Code 49076, 60641)

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Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 12, 2015

King City, California