

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

Wednesday, September 16, 2015

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

BOARD OF EDUCATION

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

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

STUDENT BOARD MEMBER

Ramon Fragoso - 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. PRESENTATION

1. Presentation from the GHS FFA Students
2. Presentation from the KCHS FFA Students
3. Presentation of CM Certificates to Cassandra Gillespie, Rebecca McFarlane, Andrew Persin and Ashley Russ

I. EMPLOYEE ORGANIZATIONS

J. CONSENT AGENDA

1. Approval of Minutes: August 5, 2015 and August 12, 2015 (Pages 1-11)
2. Approval of Personnel Report Dated September 16, 2015 (*Claudia Arellano, Sr. Director Human Resources*)
3. Approval of Accounts Payable Warrants – August 2015 (*Duane Wolgamott, CBO*) Pages 12-19)
4. Approval of Purchase Orders – August 2015 (*Duane Wolgamott, CBO*) (Pages 20-23)
5. Approval of Contract with Uretsky Security (*Duane Wolgamott, CBO*) (Pages 24-30)
6. Approval of Williams First Quarterly Report (*Claudia Arellano, Sr. Director Human Resources*) (Pages 31-32)

K. CONSENT ITEMS REMOVED FOR COMMENT/QUESTIONS

L. PUBLIC HEARING

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

M. INFORMATION ITEMS

1. Revenue and Expense Report (*Duane Wolgamott, CBO*) (Pages 33-39)
2. Cash Flow Report for 2014-2015 (*Duane Wolgamott, CBO*) (Pages 40-52)
3. Curriculum and Instruction Update (*Diana Jimenez, Director of Educational Services*)
4. Board of Education Remuneration for Service (*Daniel Moirao, Ed.D., State Administrator*) (Pages 53-60)
5. Site Enrollment, Attendance and Referral Statistics (*Duane Wolgamott, CBO*) (Pages 61-65)
6. Recognition for CAHSEE Graduates – 2015 (*Daniel Moirao, Ed.D., State Administrator*) (Page 66)
7. Board Policies – First Reading (Pages 67-146)
 - E 4112.9 – Employee Notifications
 - BP 4143, 4243 - Negotiations, Consultation (revised)
 - BP 5111 - Admission (revised)
 - BP 5113.1 - Chronic absence and Truancy (revised)
 - BP 5126 - Awards for Achievement (revised)
 - AR 5126 - Awards for Achievement (revised)
 - BP 5144.4 - Required Parental Attendance (new)
 - AR 5144.4 - Required Parental Attendance (new)
 - E 5145.6 - Students Parental Notifications (revised)
 - BP 6163.4 - Student Use of Technology (revised)
 - BP 6174 - Education for English Language Learners (revised)
 - AR 6174 - Education for English Language Learners (revised)

N. ACTION ITEMS

1. Approval of Resolution #03:15/16 Sufficiency of Instructional Materials for the 2015-2016 School Year (*Diana Jimenez, Director of Educational Services*) (Pages 147-174)
2. Approval of Revised and Updated Job Descriptions for Chief Business Official, Director of Maintenance, Operations, Transportation and Facilities, Sr. Director of Information Technology and Executive Assistant (*Claudia Arellano, Sr. Director Human Resources*) (Pages 175-186)
3. Approval of Revised and Updated Job Descriptions for Paraeducator I, Paraeducator II, MOTF Clerk, and Behavior Technician (*Claudia Arellano, Sr. Director Human Resources*) (Page 187-198)
4. Approval of Resolution #04:15/16 Week of the School Administrator – October 11-17, 2015) (*Daniel Moirao, Ed.D., State Administrator*) (Pages 199-201)
5. Approval of GHS FFA Calendar for the 2015-2016 School Year and Out of State Travel (*Frank Lynch, Principal*) (Pages 202-204)
6. Approval of KCHS FFA Calendar for the 2015-2016 School Year and Out of State Travel (*Janet Sanchez-Matos, Principal*) (Pages 205- 207)
7. Approval of Center for Teacher Innovation Induction Contact with Riverside County Office of Education (*Diana Jimenez, Director of Educational Services*) (Pages 208-214)
8. Approval of the Donation from the Rita and Luis Echenique Charitable Foundation (*Daniel Moirao, Ed.D., State Administrator*) (Pages 215-216)
9. Approval of the Donations for the King City High School Baseball & Soccer Fields (*Daniel Moirao, Ed.D., State Administrator*) (Pages 217-221)
10. Approval of Consulting Contract with Caitlin Conklin, BCBA (*Duane Wolgamott, CBO*) (Pages 222-225)
11. Approval of Consulting Contract with Andrea Reed, M.A. (*Duane Wolgamott, CBO*) (Pages 226-229)
12. Approval of Consulting Services with Michele Carmichael, M.A. (*Duane Wolgamott, CBO*) (Pages 230-233)
13. Approval of Consulting Services Agreement with PresenceLearning (*Duane Wolgamott, CBO*) (Pages 234-240)
14. Approval of CSBA Board Policy Audit Service Agreement (*Daniel Moirao, Ed.D., State Administrator*) (Pages 241-244)
15. Approval of CSBA Board Policy Manual Maintenance Service Agreement (*Daniel Moirao, Ed.D., State Administrator*) (Pages 245-248)
16. Approval of CSBA GAMUT Online Service Agreement (*Daniel Moirao, Ed.D., State Administrator*) (Pages 249-252)
17. Approval of Agency-Client Agreement with Idea Emporium (*Daniel Moirao, Ed.D., State Administrator*) (Pages 253-261)
18. Approval of Board Policies – Second Reading (*Daniel Moirao, Ed.D., State Administrator*) (Pages 262-329)
 - E 0420.41 – Charter School Oversight (revised)
 - BP 0460 – Local Control and Accountability Plan (revised)
 - AR 0460 – Local Control and Accountability Plan (revised)
 - BP 1250 – Visitors/Outsiders (revised)
 - AR 1330 – Use of School Facilities (revised)
 - BP 3312 – Contracts (revised)
 - BP 3550 – Food Service/Child Nutrition Program (revised)
 - BP 4030 – Nondiscrimination in Employment (revised)
 - AR 5020 – Parent Rights and Responsibilities (revised)
 - AR 5141.27 – Food Allergies/Special Dietary Needs (revised)
 - AR 6159 – Individualized Education Program (revised)
 - BB 9321 – Board Bylaws, Closed Session Purposes and Agendas (revised)

O. PROMOTING DISTRICT

- P. FUTURE AGENDA ITEMS/MEETING DATES
 - September 21, 2015 (Monday) Board Study Session King City
 - October 5, 2015 (Monday) Board Study Session King City
 - October 21, 2015 (Wednesday) Board Meeting King City
 - November 2, 2015 (Monday) Board Study Session King City
 - November 18, 2015 (Wednesday) Board Meeting Greenfield
 - December 16, 2015 (Wednesday) Board Meeting King City

- Q. SIGNING OF PAPERS

- R. ADJOURNMENT (TO CLOSED SESSION) (if required)

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

Wednesday, August 5, 2015

Minutes

BOARD OF EDUCATION

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

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

OPEN SESSION:

Call to Order

Raul Rodriguez called the meeting to order at 8:35 AM.

Flag Salute

Raul Rodriguez led in the flag salute.

Public Comment

There were not any comments from the public.

INFORMATION

45 Day Revised 2015-2016 Budget Review

Dr. Moirao said this week marks 45 days after the governor signed the State budget, therefore the district needs to present their 45 day revised budget based on the State adopted budget.

Duane Wolgamott said data on the 2015-2016 adopted budget and the 45 day revise was included in the material for Board review.

Mr. Wolgamott said the only change was the one time unrestricted ADA increased monies. The increase amounted to approximately \$1 million.

Duane Wolgamott will be having budget meetings with departments related to recommended uses of the funds.

Raul Rodriguez asked what our reserve percentage amount was. Mr. Wolgamott said it is approximately 30%.

Paulette Bumbalough said our reserve is 30%, and asked what the requirement is? Mr. Wolgamott responded 3% is the requirement. Dr. Moirao said the focus should be on the students' needs.

In order to get qualified special education teachers we have offered a hiring bonus, but we are still lower than what our local districts are offering.

Dr. Moirao said we now have 3D wet labs available for students this year. Hartnell is also working with us to develop a computer technology pathway at our schools. Project Lead the Way is an engineering pathway offered this school year. This money is coming from grants.

Paulette Bumbalough said we need to continue to sustain the class beyond the Hartnell Grant.

Raul Rodriguez asked when we can start paying off the loan. Dr. Moirao said we cannot start paying off on the loan until 2019. We are setting aside \$2.5 million for that purpose. Mr. Rodriguez asked if part of the reserve could be used for the payment in 2019. Dr. Moirao said that would be the decision of the Board.

ACTION

Approval of Employment of Michael Carter on the Basis of a Provisional Internship Program

Dr. Moirao said we have only 2 more positions to fill. Several of the teachers we have hired are still finishing up on their credentials.

Raul Rodriguez asked where these teachers will be. Dr. Moirao said the math teacher will be at Greenfield High School.

Motion made by Mike LeBarre and seconded by Paulette Bumbalough to approve the employment of Michael Carter on the Basis of a Provisional Internship Program. All Board members said Aye.

Dr. Moirao approved the motion.

Approval of Employment of Casandra Gillespie on the Basis of a Provisional Internship Program

Motion made by Mike LeBarre and seconded by Paulette Bumbalough to approve the employment of Michael Carter on the Basis of a Provisional Internship Program. All Board members said Aye.

Dr. Moirao approved the motion.

Adjournment

Raul Rodriguez adjourned the meeting at 9:12 AM.

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

Date

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

Wednesday, August 12, 2015

Minutes

BOARD OF EDUCATION

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

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

STUDENT BOARD MEMBER

TBD - GHS
Chelsea Garcia - KCHS

OPEN SESSION:

Call to Order

Mike Foster called the meeting to order at 5:27 PM.

Public Comment

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

CLOSED SESSION:

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

OPEN SESSION:

Call to Order

Mike Foster called the meeting to order at 6:33 PM.

Flag Salute

Mike Foster led in the flag salute.

Report of Closed Session Actions

Mike Foster reported the only action in closed session was the acceptance of the Personnel Report from Dr. Moirao.

Student Board Member Report

The ASB President was not present to give a report.

Board Member Comments

Mike LeBarre said he appreciated being part of the all staff meeting in Greenfield on Friday. He wished staff a great year.

Raul Rodriguez said he also wanted to wish everyone a great school year. He asked if there were enough rooms for all of the student at Greenfield High School. Dr. Moirao said the schedules are still being sorted out, but yes.

Mike Foster said he was disappointed he was not able to attend the new teacher orientation or the staff meeting on Friday, but he was covering one of the many fires in California. Mr. Foster also wished everyone a good school year.

Public Comment

There were not any comments from the public.

Report from State Administrator

Dr. Moirao thanked Mike Foster and his colleagues who are spending countless hours fighting fires throughout California. Sincere sympathy goes to the families and firefighters who have lost colleagues during this devastation.

Dr. Moirao introduced Dr. Steve James as the Coordinator of Alternative Education and Student Achievement.

Dr. Moirao said school has started with barely a whimper. King City High School enrollment is 1031, with 1019 students attending the first few days. This equates to an attendance rate of 98.84%. The King City Union School District started school today so he anticipates our attendance rate will increase. Greenfield High School enrollment is 1078 with 1027 attending. This equates an attendance rate of 96.27%. The Greenfield Union School District starts on August 18.

Mr. Rodriguez asked if staff will be contacting the parents regarding the students who are not attending school. Dr. Moirao said staff will be making calls to those families after work hours.

Janet Sanchez-Matos said at King City High School their registration started two weeks before school. Students who did not report to school their Parent Liaison called parents. They currently have only 20 to 30 students missing, they will be making home visit to those families.

Mike LeBarre mentioned a year or so ago he recalled there had not been any contact with the incoming 9th graders.

Dr. Moirao said Portola-Butler attendance is low. There are 12 students attending in the morning and 24 in the afternoon. He said those numbers will be increasing because the sites are currently doing their referrals.

Raul Rodriguez said he was pleased to know there are now 2 counselors at each site and Portola-Butler will be having one of the King City High School counselors assigned at their location part time.

Mike Foster said he was in the King City High School office the first day of school at 10:30 AM and the office was clear of any students.

Dr. Moirao said we have 22 new teachers, with only one substitute. Last Thursday was the new teacher orientation. He thanked Mike LeBarre for greeting our new teachers along with Karen Jernigan from the King City City Council and Michael Powers, City Manager. Mike LeBarre asked if the district received the Chamber welcome packet from Karen Jernigan. Dr. Moirao said the information had been received.

Last Friday Dr. Moirao welcomed back all staff. There were four mini session for certificated staff and two for the classified staff which included a fire extinguisher demonstration and the online child abuse required training. All staff were eligible for raffle prizes such as kindle's, gift cards, movie tickets, etc. Over 25 prizes were given out. Dr. Moirao thanked Mike LeBarre for attending the staff meeting.

Dr. Moirao said the renovation of the King City High School field has been completed and is now green. He thanked Ralph Rianda for giving up his summer monitoring the field as well as helping repair patches on the football field. Dr. Moirao also thanked the many donors who contributed to the refurbishing of the baseball and soccer fields.

Dr. Moirao said the maintenance and custodial crew need to be applauded for all of the work they have done during the summer. Portola-Butler now has new paint. The doors and trim at Greenfield High School were painted. King City High School has a new art room and there is a new Special Ed room.

Dr. Moirao also acknowledged the technology department for the new labs and all of the equipment they installed during the summer.

Raul Rodriguez asked when we receive information from the feeder schools regarding the incoming freshman numbers. Dr. Moirao said that process starts in November and after the first part of the following year we visit the sites. Mr. Rodriguez asked if we will have enough classrooms next year. Dr. Moirao said we may have floating teachers next year.

Approval of Agenda

All Board members said Aye to approve the agenda.

Dr. Moirao approved the agenda.

Employee Organizations

There were not any comments from the employee organizations.

CONSENT AGENDA

1. Approval of Minutes: June 16, 2015
2. Approval of Personnel Report Dated August 12, 2015
3. Approval of Accounts Payable Warrants – June 2015
4. Approval of Accounts Payable Warrants – July 2015
5. Approval of Purchase Orders – June 2015
6. Approval of Purchase Orders – July 2015
7. Approval of Consultant Contract – Linda Grundhoffer
8. Approval of Consultant Contract with Lincoln Hatch
9. Approval of Partnership Services Agreement – GEAR UP

Mike Foster said he would like to remove items #7 and #8 for further discussion.

All Board members said Aye to approve the consent agenda excluding #7 and #8.

Dr. Moirao approved the action.

Consent Items Removed for Comment/Questions

Mike Foster asked if the consultant contract for Linda Grundhoffer and Lincoln Hatch were the same as last year. The response was yes.

Dr. Moirao said, as part of the agreement with the State, Ms. Grundhoffer would oversee the closing of the books and the audit. The State approved the district could use an outside auditor if Ms. Grundhoffer continued to provide minimal consulting services to the district.

The Board members said Aye to approve consent items #7 and #8.

Dr. Moirao approved the action.

INFORMATION ITEMS

Revenue and Expense Report – 2014-2015

There were not any questions from the Board.

Revenue and Expense Report – 2015-2016

There were not any questions from the Board.

Cash Flow Report for 2014-2015

Mike LeBarre asked if there was anything out of the ordinary. Mr. Wolgamott said no, we have a positive cash flow.

Cash Flow Report for 2015-2016

There were no further questions from the Board.

Food Service Review Update

Mr. Wolgamott said this is a summary of several areas the state has reviewed and requested a response. The requested information was sent to them today. We are now waiting for their response.

Mr. Wolgamott said Food Service ended with \$140,000 in the black last year.

Mike Foster asked how many meals were served during the summer meal program. Mr. Wolgamott responded 4,500 for both sites.

Raul Rodriguez asked if we get feedback from students who eat in the cafeteria. Mr. Wolgamott said the lead food service worker gets feedback from the students. Dr. Moirao added, we can tell which items the students don't like because those items do not sell, students also tell us what they don't like. The hardest thing is to make sure the students take all of their meal and not just what they want.

Mr. Wolgamott said the biggest hit we get from the state is when the free and reduced meal applications are completed by parents and they make changes and do not make a notation of their change. We do encourage all parents to complete the form even if they do not qualify, but the parent is not required to complete the form.

Mr. Rodriguez asked if we are looking at ways to serve the students' lunches faster. Dr. Moirao said we now have carts on campus, students can purchase items from the cart.

Board Policies – First Reading

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

Mr. Rodriguez said he was surprised to read in AR 1330 wine can be served at school facilities during fundraisers. Dr. Moirao said yes, that has been opened up now. Mike Foster said these are loose policies from CSBA, we do not have to allow them.

Mr. Rodriguez inquired about LCAP being reviewed by the county. Dr. Moirao said the state had not set up any guidelines for the district. Some county offices are only selecting some district to review. This county is choosing to review all districts within the county.

ACTION ITEMS

Approval of Resolution #01:15/16 Designating Authorized Agent to Sign School Orders

Dr. Moirao said this a resolution we do at the beginning of each school year.

All Board members said Aye to approve the resolution.

Dr. Moirao approved the action.

Approval of Contract with CSM for E-Rate Compliance Services

Mike Foster asked if this was for federal funds. The response was yes. Mr. Wolgamott said it was for our communication systems such as internet connection, phones, etc.

Mr. Foster asked if we had an idea of how much we would collect. Mr. Wolgamott said approximately \$40,000 per year.

All Board members said Aye to the contract.

Dr. Moirao approved the action.

Approval of Consultant Contract with Lisa Dopfel

Dr. Moirao said this is for a Special Ed student who needs testing the district cannot provide.

Mike Foster said this is another example the Board, district, and administration are doing all they can for each child.

All Board members said Aye to approve the contract.

Dr. Moirao approved the action.

Approval of 3 Year Agreement with Apex Online Credit Recovery System

Mike Foster asked if this would phase out Odysseyware. Dr. Moirao said this program will be more in alignment with A-G and Common Core. Dr. Moirao said in June the contract was approved for one year. The company then offered the district the same service for three years for the cost of one.

Mike Foster asked if the teachers have gone through the training. Diana Jimenez responded teachers, administration, and Special Ed staff received training. Dr. Moirao said this program is more user friendly than the other program.

All Board members said Aye to approve the agreement.

Dr. Moirao approved the action.

Approval of A-G Course for Apex (Credit Recovery)

Diana Jimenez said this request is being made to approve the A-G credit recovery courses so that they align with our A-G Board adopted curriculum and with the UC system.

Raul Rodriguez asked who would be using APEX. The response were students at Portola-Butler, Special Education and students taking credit recovery courses.

Mike Foster asked if Illuminate is related to Aeries. The response was Aries is an online access data system. Illuminate is to establish assessments.

All Board members said Aye to the course approval.

Dr. Moirao approved the action.

Approval of Contract with Fagen, Friedman & Fulfrost

Dr. Moirao said this is a legal firm who has worked with other districts during the unification process.

All Board members said Aye to the contract.

Dr. Moirao approved the action.

Approval of Consultant Services Contract with Beyond Speech Therapy

Dr. Moirao said this is an online speech therapy program. This was piloted last year and will continue this year.

Mike LeBarre inquired if this was a benefit to those students who used it last year. Dr. Moirao said yes, if a student is having problems while they are online a person comes online to assist.

Mike Foster asked who facilitated the process. Dr. Moirao responded a Special Ed teacher.

All Board members said Aye to approve the contract.

Dr. Moirao approved the action.

Approval of GHS Agricultural Career Technical Education Grant for 2015-2016

Dr. Moirao said this is an ongoing grant at GHS.

All Board members said Aye to approve the grant.

Dr. Moirao approved the action.

Approval of Agreement for Architectural Services with Jordon Knight Architects

Mike Foster said he does not recall using their services in the past. Dr. Moirao said they have been referred to as JK Architects in the past, we have used their services before.

Raul Rodriguez asked where they were from. Mr. Wolgamott responded Auburn, California. The company was recommend from a past contractor.

All Board members said Aye to approve the contract.

Dr. Moirao approved the action.

Approval of Consultant Contract with Diane Mazzoni

Dr. Moirao said our school psychologist accepted a position in another district. The individual we offered the position to accepted the job from the east coast, made a visit to the area and changed her mind. We need services at the sites. Ms. Mazzoni can provide those services. This individual can fill in the position until a full time person is hired.

Raul Rodriguez asked if this person is here. Dr. Moirao said they will either be at one of the sites or occupy an office in the district office. Mr. Rodriguez asked what this person would be doing. Dr. Moirao said they would be testing students and attending IEP meetings.

All Board members said Aye to approve the contract.

Dr. Moirao approved the action.

Approval of Consultant Contract with Susan Brooks

Dr. Moirao said this contract is to continue services for food service. Ms. Brooks use to be a Food Service Director. She provides the required training for our food service staff.

All Board members said Aye to approve the contract.

Dr. Moirao approved the action.

Approval of Software Agreement – ASBWorks

Mike Foster said FCMAT as well as the auditors have had issues with our current ASB process. He hoped this program would take care of those issues. Dr. Moirao said some staff have used this program. It is much more user friendly than the current program.

Raul Rodriguez asked where the ASB money comes from. Dr. Moirao said it is from student activities. The district is held accountable for any fundraiser activities or athletic events.

All Board members said Aye to approve the ASBWorks agreement.

Dr. Moirao approved the action.

Approval of Agreement of Individual Service Agreement with MCOE for One to One Assistance for a Special Education Student

Dr Moirao said there is a blind student who needs a one on one paraeducator, it is part of the students' IEP. The county provides the service the student needs, we need to provide the paraeducator. This student is at Vista Verde in Greenfield.

All Board members said Aye to approve the one on one agreement.

Dr. Moirao approved the action

Approval of Vocational Certificate Program (Special Education)

Diana Jimenez said the Board has already approved the courses. This program is an option for Special Ed students who want to pursue preparation for the workforce when they leave high school. Students who complete the program would receive a certificate of completion on achieving necessary skills. Marilyn Shepherd created the program. There are approximately 20 students who qualify for the program

Dr. Moirao said this program is opening up options for these students.

All Board members said Aye to approve the vocational certificate program.

Dr. Moirao approved the action.

Approval of K to College Memorandum of Understanding

Diana Jimenez said by approving this MOU the district would be receiving free backpacks for those students who qualify.

All Board members said Aye to approve the MOU.

Mike LeBarre said this says a lot of the staff who recognize students' needs and pursue resources to help students, little things make a difference.

Mike Foster asked to see a backpack when they are received.

Dr. Moirao approved the action.

Approval of Parent Institute for Quality Education Contract for 2015-2016

Dr. Moirao said this will be a continuation from last year. This will be an 8 week course at each site. This course will be more specific for students. Parents requested the advance level.

Dr. Moirao said there are 2 GEAR UP programs. One is at UC Santa Cruz and the other is at CSUMB. The GEAR UP staff will be working with our Parent Liaison individual at each site.

Raul Rodriguez commented some parents do not know how to visit the school or make appointments

Janet Sanchez-Matos said the first year PK was offered this information was covered with parents.

Mike Foster asked if parents could attend if they had not completed the PK last year. Diana Jimenez said this session is primarily for those who completed PK last year.

Mike Foster said any connections we can do for parents is great. The comment was made the Parent Liaison are also educating parents. At King City High School the Parent Liaison as well at the counselors are working together to have dual meetings.

Frank Lynch said they are more directed and focused to grade levels.

Mike Foster asked if we felt we were reaching more students. The response was yes, because we have more resources.

Mike Foster asked when the parents are graduating from the course to please inform the Board.

Mike Foster said it is important to have more teacher involvement.

All Board members said Aye to approve the PK contract.

Dr. Moirao approved the motion.

Approval of English 4 Course Separate into Semesters for Credit Recovery Purposes
Diana Jimenez said this is for our old Odysseyware.

All Board members said Aye to approve the English 4 Course to separate into semesters for credit recovery.

Dr. Moirao approved the action.

Approval of Consolidated Application
Dr. Moirao said this is our annual application.

Raul Rodriguez questioned the protected prayer certification statement listed on page 334.

Dr. Moirao said we are following the constitutional right of students.

All Board members said Aye to approve the consolidated application.

Dr. Moirao approved the action.

Approval of Board Policies – Second 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)

Dr. Moirao said any changes which had been discussed at the first reading in June have been made.

All Board members said Aye to approve the second reading of the board policies.

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

Promoting District

There were not any comments.

Signing of Papers

Dr. Moirao signed appropriate papers.

Adjournment

Mike Foster adjourned the meeting at 7:34 PM.

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

Date

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

SUBJECT: Approval of Accounts Payable Warrants (August 2015)

MEETING: September 16, 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 August 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 08/01/2015 through 08/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12172914	08/04/2015	ACCREDITING COMMISSION	01-5800	Annual Installment of accrediting costs 2015-2016		870.00
12172915	08/04/2015	Digital Dreams Come True Inc	01-5800	Cameras		7,934.69
12172916	08/04/2015	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	23.40	
			01-5520	PGE	744.90	768.30
12172917	08/04/2015	VERIZON WIRELESS SVCS LLC	01-5940	District Communication		417.65
12173378	08/06/2015	Monica Serrato	01-5200	Payroll meeting mileage reimbursement		51.46
12173379	08/06/2015	Megan L. Munoz	01-5200	AP Capstone Seminar Reimbursement for Tige and Megan	834.34	
				Reimbursement for Tige and Megan for AP capstone seminar	2,500.00	3,334.34
12173380	08/06/2015	Claudia H. Arellano	01-5800	Job announcement reimbursement CALSA		90.00
12173381	08/06/2015	Diane L. Miller	01-4300	CAL Cons Corps Meals GHS project		159.21
12173382	08/06/2015	4imprint	01-4300	Supplies		349.81
12173383	08/06/2015	Allied 100 Group, Inc.	01-4300	CPR	116.21	
				Unpaid Sales Tax	9.21-	107.00
12173384	08/06/2015	AMERICAN SUPPLY COMPANY	01-4300	Cleaning Supplies		3,101.96
12173385	08/06/2015	Associated Services Inc	01-5620	HVAC Repairs		1,300.00
73386	08/06/2015	AUS-WEST Lockbox	13-5800	Services		82.60
73387	08/06/2015	CARMEL MARINA CORPORATION	01-5550	KCHS Water & Garbage		2,652.42
12173388	08/06/2015	CASEY PRINTING, INC	01-5800	Business card		92.70
12173389	08/06/2015	CDW-G	01-4300	OPEN PO FOR TECHNOLOGY SUPPLIES	31.92	
			01-4400	Video Equipment	118.55	150.47
12173390	08/06/2015	CIF-State Federation Office	01-5300	State CIF Dues. Please Specify GHS on check.		700.00
12173391	08/06/2015	EWING IRRIGATION PRODUCTS	01-4300	Irrigation Supplies		1,489.48
12173392	08/06/2015	Foster Farms Dairy	13-4700	Dairy / Cafeteria		250.01
12173393	08/06/2015	Illuminate Data & Assessment	01-5850	Software		1,500.00
12173394	08/06/2015	JK Architects, Inc.	01-5800	Architect costs GHS Fire Alarm Replacement	19,831.50	
				GHS Track Architect Fees	3,421.00	
				Auditorium Roof Architectural Services	4,920.00	
			25-5800	D.O. Demolition Architectural Services	1,360.00	
				Architect projects	4,240.00	33,772.50
12173395	08/06/2015	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies	364.57	
				OPEN PO FOR SUPPLIES	4.75	369.32
12173396	08/06/2015	MCMASTER CARR SUPPLY CO	01-4300	OPEN PO FOR SUPPLIES		412.69
12173397	08/06/2015	MCOE	01-5200	MVP Training		3,900.00

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

ESCAPE **ONLINE**

Page 1 of 7

Checks Dated 08/01/2015 through 08/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12173398	08/06/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	DO office supplies		126.29
12173399	08/06/2015	PACIFIC GAS AND ELECTRIC CO	01-5520	PGE		12,355.36
12173400	08/06/2015	PARTS & SERVICE CENTER-NAPA	01-4300	Parts for Fleet		9.48
12173401	08/06/2015	Polar Service Co, Inc.	13-5600	Food service refrigeration repairs		316.49
12173402	08/06/2015	Randazzo Enterprises, Inc	25-5800	Demolition of Former District Office		58,000.00
12173403	08/06/2015	Riddell All American	01-4400	Field Hockey Goals		2,335.99
12173404	08/06/2015	SAFEWAY INC	01-4300	SPED Meeting Supplies	56.50	
				Teacher and Admin Training Supplies	99.05	155.55
12173405	08/06/2015	Scofield Graphics	01-4300	Signs		572.33
12173406	08/06/2015	Shred-It San Francisco	01-5800	Shredding Fees		2,053.75
12173407	08/06/2015	SOUTH COUNTY NEWSPAPERS INC	01-5800	Advertising		840.00
12173408	08/06/2015	Sysco San Francisco	13-4300	Food Service	708.35	
			13-4700	Food Service	3,057.46	3,765.81
12173409	08/06/2015	TRI-COUNTY FIRE PRTCTN, INC	01-5800	Fire Extinguisher Servicing		420.50
12173410	08/06/2015	Virco Inc.	25-4400	Tables and Chairs		1,904.29
12173985	08/11/2015	Laura Garcia	01-5200	CASCWA Conference Reimbursement		263.02
12173986	08/11/2015	AUS-WEST Lockbox	01-5800	Shop Towels and Mechanic's Coveralls	27.79	
			13-5800	Services	178.55	206.34
12173987	08/11/2015	CA Water Service Company	01-5530	Water Fees		29.85
12173988	08/11/2015	CDW-G	01-4400	Supplies		2,414.94
12173989	08/11/2015	CITY OF GREENFIELD	01-5530	Water, Garbage, Sewer	187.80	
			01-5540	Water, Garbage, Sewer	979.60	
			01-5550	Water, Garbage, Sewer	2,727.50	3,894.90
12173990	08/11/2015	Fastenal Company	01-4300	Maintenance Supplies		500.35
12173991	08/11/2015	Foster Farms Dairy	13-4700	Dairy / Cafeteria		424.30
12173992	08/11/2015	GREEN RUBBER-KENNEDY AG	01-4300	Mechanic supplies		4.14
12173993	08/11/2015	GREENFIELD TRUE VALUE	01-4300	Maintenance Supplies		64.93
12173994	08/11/2015	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	Maintenance Supplies		461.93
12173995	08/11/2015	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies		23.22
12173996	08/11/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	DO office supplies	195.03	
				Employee Appreciation supplies	324.34	
				office supplies	780.69	
			01-5800	ENG Benchmarks	174.30	1,474.36
12173997	08/11/2015	PARTS & SERVICE CENTER-NAPA	01-4300	Parts and Supplies		9.61
12173998	08/11/2015	SAFEWAY INC	01-4300	Link Crew Supplies	177.02	
				Meeting Supplies	40.38	
				Open PO for Foods and Products	29.23	246.63

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 

Page 2 of 7

Checks Dated 08/01/2015 through 08/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12173999	08/11/2015	Sysco San Francisco	13-4300	Food Service	2,748.54	
			13-4700	Food Service	13,016.99	15,765.53
12174454	08/13/2015	Monica Serrato	01-5200	Payroll check pick up 08/10/15		51.46
12174455	08/13/2015	Paul W. Cavanagh	01-5200	AP By the Sea Reimbursement		2,058.05
12174456	08/13/2015	Daniel R. Moirao	01-4300	Strategic Teacher Conference reimbursement	1,137.25	
			01-5200	Strategic Teacher Conference reimbursement	1,885.27	
			01-5800	Strategic Teacher Conference reimbursement	22.21	3,044.73
12174457	08/13/2015	Tony Arreguin-Gonzalez	01-5800	Physical and Drivers License renewal		151.00
12174458	08/13/2015	Randolph A. Morrow	01-5800	Drivers Medical exam		80.00
12174459	08/13/2015	Central Coast Section/CIF	01-5300	CCS Dues See Attached		2,660.00
12174460	08/13/2015	Mission Trail Athletic/MTAL	01-5300	League dues.Miileage. Please specify GHS on check.		3,108.00
12175087	08/18/2015	A & G PUMPING, INC	01-5630	Portable Restroom Rental		478.90
12175088	08/18/2015	ACSA'S Foundation For Ed Admin	01-5200	ACSA Summit		449.00
12175089	08/18/2015	ALLSAFE ALARM INC	01-5800	Alarm Monitoring		360.00
12175090	08/18/2015	AUS-WEST Lockbox	01-4300	Staff Uniforms	159.40	
12175091	08/18/2015	BENSON PLUMBING INC	01-5800	Shop Towels and Mechanic's Coveralls	41.30	200.70
12175092	08/18/2015	Broken Arrow Wear	01-5620	Plumbing Repairs		6,674.82
			01-4300	Link Crew T-shirts	704.21	
12175093	08/18/2015	Corwin		Unpaid Sales Tax	40.47-	663.74
12175094	08/18/2015	Teacher Common Core Reference Books	01-4200			295.66
12175094	08/18/2015	CSM CONSULTING INC	01-5850	ASB software		2,590.00
12175095	08/18/2015	DELL MARKETING LP	01-4400	Equipment Upgrades		15,718.11
12175096	08/18/2015	Follett School Solutions, Inc	01-4100	Physics Textbooks. Quote #1808003A, Exp 7/27/15		5,077.75
12175097	08/18/2015	Foster Farms Dairy	13-4700	Dairy / Cafeteria		268.20
12175098	08/18/2015	Gavilan Pest Control	01-4300	Herbicide Application		570.00
12175099	08/18/2015	Hydro Turf, Inc	01-4300	Landscaping Parts and Supplies		324.81
12175100	08/18/2015	JK Architects, Inc.	01-5800	Architect costs GHS Fire Alarm Replacement	935.50	
				GHS Track Architect Fees	1,710.50	2,646.00
12175101	08/18/2015	KING CITY INDUSTRIAL SUPPLY	01-4300	Parts and Supplies		43.23
12175102	08/18/2015	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies	129.35	
				OPEN PO FOR SUPPLIES	17.29	146.64
12175103	08/18/2015	Magnatag	01-4300	Magnets for Master schedule board	530.58	

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 3 of 7

Checks Dated 08/01/2015 through 08/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
					Unpaid Sales Tax	489.66
12175104	08/18/2015	Mathematics Vision Project	01-4100	MPV Answer Keys and Sample Assessments	40.92-	816.00
12175105	08/18/2015	MCGRAW-HILL	01-4100	Chemistry Textbooks		3,647.90
12175106	08/18/2015	MCMASTER CARR SUPPLY CO	01-4300	OPEN PO FOR SUPPLIES		494.09
12175107	08/18/2015	Nixon Tire & Automotive Srvc	01-4311	Tires and Caps		30.00
12175108	08/18/2015	O'Reilly Automotive Stores,Inc	01-4300	Parts for Buses and other vehicles		18.01
12175109	08/18/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	Classroom Office Supplies	5,423.75	
				DO office supplies	276.01	
				Open PO for Instructional Supplies and Materials	2,672.46	
				Open PO for Office Supplies and Materials	707.89	
				OPEN PO FOR SUPPLIES	1,312.27	
				PLTW Materials	1,431.93	
			01-5800	Parent -student packets	5,586.46	17,410.77
12175110	08/18/2015	Pacific Coast Battery Srvc Inc	01-4300	Batteries for Fleet		335.29
12175111	08/18/2015	PACIFIC GAS AND ELECTRIC CO	01-5520	PGE		19,942.03
12175112	08/18/2015	PARTS & SERVICE CENTER-NAPA	01-4300	Parts and Supplies	24.24	
				Parts for Fleet	155.19	179.43
75113	08/18/2015	RG Fabrication, Inc	01-5620	Metalwork Repairs		840.53
12175114	08/18/2015	Salinas Pump Company	01-5620	Well pump service		794.06
12175115	08/18/2015	TORO PETROLEUM CORP	01-4310	Diesel, Unleaded, & Vehicle Oils		344.66
12175116	08/18/2015	TRI-COUNTY FIRE PRTCTN, INC	01-5800	Fire Extinguishers		213.10
12175117	08/18/2015	UNITED PARCEL SERVICE	01-5930	UPS Services		144.72
12175118	08/18/2015	USA Shade & Fabric Structure	01-5620	Shade Structure Fabric		7,651.46
12175880	08/20/2015	Dariana Sanchez	01-5200	CABE Conference mileage reimbursement		80.48
12175881	08/20/2015	Cengage Learning	01-4100	AP Chemistry Textbook	6,332.29	
				Textbooks	8,132.64	14,464.93
12175882	08/20/2015	GRAINGER INC,W W	01-4300	Maintenance supplies		135.22
12175883	08/20/2015	Madeline White	01-8699	1st half of Sheid & Al Heinsen Scholarship		2,250.00
12175884	08/20/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	DO office supplies	1,202.35	
				Office supplies- paper	125.37	
				Office supplies-toner	404.07	
			01-5800	Student Registration packets	315.73	2,047.52
12175885	08/20/2015	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	39.98	
			01-5520	PGE	227.32	267.30
12175886	08/20/2015	PACIFIC TRUCK PARTS INC	01-4300	Parts for Buses		113.47
12175887	08/20/2015	PURE WATER	01-5800	Drinking Water		142.25

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**

Checks Dated 08/01/2015 through 08/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12175888	08/20/2015	SAFEWAY INC	01-4300	Meeting supplies for KCHS staff		86.15
12175889	08/20/2015	Social Vocational Services	01-5800	SPED services		1,769.02
12175890	08/20/2015	Uretsky Security	01-5800	School security		13,487.25
12175891	08/20/2015	Hanna Wilkins	01-8699	1st Half of Sheid scholarship		375.00
12175892	08/20/2015	Maria T Rodriguez	01-8699	Greenfield Village Scholarship		500.00
12175893	08/20/2015	Sonia Montoya	01-8699	Green's Accounting Scholarship		500.00
12175894	08/20/2015	Sonia Montoya	01-8699	Green's Accounting Scholarship		250.00
12176433	08/25/2015	4imprint	01-4300	Supplies		460.10
12176434	08/25/2015	AMERICAN SUPPLY COMPANY	01-4300	Cleaning Supplies		318.58
12176435	08/25/2015	Associated Services Inc	01-5620	HVAC Repairs at GHS		575.00
12176436	08/25/2015	AT&T	01-5910	Phone line GHS Maintenance		37.34
12176437	08/25/2015	AUS-WEST Lockbox	01-4300	Staff Uniforms	23.90	
			01-5800	Shop supplies	166.74	
			13-5800	Services	87.05	277.69
12176438	08/25/2015	CA Department of Justice	01-5860	Fingerprinting		416.00
12176439	08/25/2015	CA Water Service Company	01-5530	Water Fees		258.63
12176440	08/25/2015	CDW-G	01-4300	OPEN PO FOR TECHNOLOGY SUPPLIES	457.20	
			01-4400	Printer	178.28	
				Video Equipment	502.76	1,138.24
12176441	08/25/2015	Cengage Learning	01-4200	EL Textbooks		4,025.19
12176442	08/25/2015	CODESP	01-5800	HR Testing Services		1,850.00
12176443	08/25/2015	Codework, Inc	01-5300	Vision Pro Licenses for Library and Room 204		1,456.00
12176444	08/25/2015	Crisis Prevention Institute	01-5200	CPI training		2,518.00
12176445	08/25/2015	DELL MARKETING LP	01-4400	Equipment Upgrades		14,509.04
12176446	08/25/2015	Foster Farms Dairy	13-4700	Dairy / Cafeteria		646.80
12176447	08/25/2015	GONZALES IRRIGATION SYSTEMS	01-4300	Irrigation Parts		1,110.18
12176448	08/25/2015	GRAINGER INC,W W	01-4300	OPEN PO FOR SUPPLIES		969.65
12176449	08/25/2015	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	Maintenance Supplies		110.58
12176450	08/25/2015	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies		28.63
12176451	08/25/2015	Koh Design Inc.	01-4300	Smartboard Rails		444.00
12176452	08/25/2015	LA Hearne Company	01-4300	Turf Maintenance Supplies		119.15
12176453	08/25/2015	LinkCrew Boomerang Project	01-5200	Student Link Crew Conference		475.00
12176454	08/25/2015	LOZANO SMITH	01-5800	Lozano Smith Contract	1,035.93	
			01-5810	Lozano Smith Contract	7,174.82	8,210.75
12176455	08/25/2015	MCMMASTER CARR SUPPLY CO	01-4300	PLTW Materials		117.67
12176456	08/25/2015	Microsoft Corporation	01-4400	Classroom Surface Pro's		144,508.45

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 08/01/2015 through 08/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12176457	08/25/2015	NASCO	01-4300	Science Material		600.16
12176458	08/25/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	Open PO for Office Supplies and Materials	341.28	
			01-5800	ENG Benchmarks	335.70	676.98
12176459	08/25/2015	ORGANIZED SPORTSWEAR LLC	01-4300	Uniforms for Physical Ed. Classes		561.49
12176460	08/25/2015	PARTS & SERVICE CENTER-NAPA	01-4300	Parts and Supplies		24.32
12176461	08/25/2015	Paxton Patterson LLC	01-4300	PLTW Materials	5,998.80	
			01-4400	PLTW Materials	2,467.44	8,466.24
12176462	08/25/2015	Pearson Learning Group	01-4100	Textbooks for Human Geography Class		5,652.18
12176463	08/25/2015	PRENTICE HALL INC	01-4100	Pre-Cal Textbooks		7,592.49
12176464	08/25/2015	PTM Document Systems, Inc	01-4300	Report Cards		1,287.34
12176465	08/25/2015	Riddell All American	01-4300	Football equipment		5,125.38
12176466	08/25/2015	Sysco San Francisco	13-4300	Food Service	1,019.62	
			13-4700	Food Service	9,031.34	10,050.96
12176467	08/25/2015	TEACHERS DISCOVERY	01-4300	Spanish Classes Teaching Materials		266.18
12176468	08/25/2015	TORO PETROLEUM CORP	01-4310	Diesel, Unleaded, & Vehicle Oils		116.78
12176469	08/25/2015	Valley Athletic	01-4300	Marking paint, Do not ship prior to 7/1/15		2,530.62
12176470	08/25/2015	Julieanna Aguilar	01-8699	Sheid contest winner		250.00
12176471	08/25/2015	Michaela Steel	01-8699	Scholarships		500.00
12176472	08/25/2015	Michaela Steel	01-8699	Scholarships		500.00
12176473	08/25/2015	Michaela Steel	01-8699	Scholarships		250.00
12176474	08/25/2015	Michelle Lemos	01-8699	SHEid Contest Winner		375.00
12177656	08/27/2015	Bradley Union Elm. District	25-8681	Developers Fees 2014-2015		1,308.89
12177657	08/27/2015	California's Valued Trust	01-9513	Health insurance		75,068.17
12177658	08/27/2015	KING CITY UNION SCHOOL DIST	25-8681	Developers Fees 2013-2014	6,164.00	
				Developers Fees 2014-2015	72,557.16	78,721.16
12177659	08/27/2015	SAN ANTONIO UNION SCHL DIST	25-8681	Developers Fees 2013-2014	3,818.06	
				Developers Fees 2014-2015	1,397.62	5,215.68
12177660	08/27/2015	San Ardo Union School District	25-8681	Developers Fees 2014-2015		2,990.55
Total Number of Checks					153	702,688.84

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	138	517,202.57
13	Cafeteria Fund	11	31,836.30
25	Capital Facilities Fund	7	153,740.57

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 6 of 7

Checks Dated 08/01/2015 through 08/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
		Total Number of Checks	153		702,779.44	
		Less Unpaid Sales Tax Liability			90.60	
		Net (Check Amount)			<u>702,688.84</u>	

-19-

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 7 of 7

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

SUBJECT: Approval of Purchase Orders – August 2015

MEETING: September 16, 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 August 2015.


Recommendation:

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

Fiscal Impact:


Per the 2015-16 fiscal budget.

Submitted By:



Duane Wolgamott
Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

Description

Includes Purchase Orders dated 08/01/2015 - 08/31/2015

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
B16-00121	VERIZON WIRELESS SV	District Communication	011	01	UNRESTRICTED R	5,350.00
B16-00122	SAFEWAY INC	Meeting Supplies	029	01	UNRESTRICTED R	200.00
B16-00123	VAL'S PLUMBING & HE	Plumbing and HVAC Repairs	009	01	Ongoing & Major	3,000.00
B16-00124	Shred-It San Franci	Shredding Fees	011	01	UNRESTRICTED R	4,000.00
B16-00125	OFFICE DEPOT BUSINE	DO office supplies	029	01	UNRESTRICTED R	5,000.00
B16-00126	Work Well	Tb Test and Physicals	029	01	UNRESTRICTED R	1,500.00
B16-00127	BENSON PLUMBING INC	Plumbing Repairs	009	01	Ongoing & Major	10,000.00
B16-00128	PAQ Inc. DBA Food 4	SPED Materials	022	01	Special Educati	300.00
B16-00129	SAFEWAY INC	SPED Materials	022	01	Special Educati	150.00
B16-00130	AMERICAN SUPPLY COM	Supplies Cafeteria	011	13	Child Nutrition	2,500.00
B16-00131	Sandra A. Madrid	Aeries Consultant	029	01	State Lottery	4,000.00
B16-00132	Associated Services	HVAC Repairs	009	01	Ongoing & Major	1,000.00
B16-00133	Associated Services	HVAC Repairs at GHS	009	01	Ongoing & Major	1,000.00
B16-00134	Cyberguys / E-Fill	Supplies	029	01	UNRESTRICTED R	1,500.00
B16-00135	GONZALES IRRIGATION	Irrigation Parts	009	01	UNRESTRICTED R	300.00
B16-00136	Salinas Pump Compan	Well Pump Repairs	009	01	Ongoing & Major	500.00
B16-00137	OFFICE DEPOT BUSINE	OPEN PO FOR SUPPLIES	029	01	State Lottery	750.00
B16-00138	OFFICE DEPOT BUSINE	OPEN PO FOR SUPPLIES	022	01	State Lottery	1,000.00
B16-00139	PURE WATER	Drinking Water	011	01	UNRESTRICTED R	2,250.00
B16-00140	AMERICAN SUPPLY COM	Cleaning Supplies	009	01	UNRESTRICTED R	4,000.00
B16-00141	OFFICE DEPOT BUSINE	Open PO	022	01	Special Educati	550.00
PO16-00112	APPLE COMPUTER	Sped Ipad	022	01	Special Educati	603.38
PO16-00114	DELL MARKETING LP	ROP Computer	021	01	ROC/P	1,459.34
PO16-00115	NASCO	Science Material	021	01	State Lottery	1,817.04
PO16-00116	WARD'S NATURAL SCIE	Science Material	021	01	State Lottery	2,593.54
PO16-00117	OFFICE DEPOT BUSINE	Blanket Open PO Office Supplies	021	01	State Lottery	2,200.00
PO16-00118	FLINN SCIENTIFIC IN	Science Supplies	021	01	State Lottery	2,749.85
PO16-00119	Rainbow Printing In	PE Cards	021	01	UNRESTRICTED R	515.03
PO16-00120	WARD'S NATURAL SCIE	Sciecne Supplies	021	01	State Lottery	1,001.67
PO16-00121	NASCO	Bio Supplies	021	01	State Lottery	817.78
PO16-00122	WARD'S NATURAL SCIE	Science Suppies	021	01	State Lottery	1,703.88
PO16-00123	OFFICE DEPOT BUSINE	Classroom Office Supplies	021	01	State Lottery	6,148.67
PO16-00124	Cengage Learning	Computer Class materials	021	01	UNRESTRICTED R	8,415.82
PO16-00125	CAROLINA BIOLOGICAL	Science Materials	021	01	State Lottery	641.71
PO16-00126	HOLT MCDUGAL	French Classes Textbooks	023	01	State Lottery	3,626.10
PO16-00127	ACSA'S Foundation F	ACSA Summit	029	01	NCLB Title II,	449.00
PO16-00128	Sheraton Grand Sacr	Hotel stay for Diana Jimenez	029	01	NCLB Title II,	637.01
PO16-00129	PEARSON AGS GLOBE	textbooks	022	01	UNRESTRICTED R	2,286.94
PO16-00130	SCHOLASTIC INC	Read 180 Books	023	01	IASA-Title I Ba	3,713.20
PO16-00131	OFFICE DEPOT BUSINE	Math Modules	029	01	UNRESTRICTED R	24,000.00
PO16-00132	Pearson Learning Gr	AP Textbooks	021	01	UNRESTRICTED R	4,907.03

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 1 of 3

Description

Includes Purchase Orders dated 08/01/2015 - 08/31/2015

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO16-00133	ACSA EdCal Job Boar	Ad	029	01	UNRESTRICTED R	235.00
PO16-00134	Riddell All America	Sports Uniforms	023	01	UNRESTRICTED R	1,745.01
PO16-00135	Mathematics Vision	MPV Answer Keys and Sample Assessments	029	01	UNRESTRICTED R	816.00
PO16-00136	Sysco San Francisco	Food Sales Cart	021	13	Child Nutrition	5,071.88
PO16-00137	DELL MARKETING LP	Read 180 Computers	029	01	UNRESTRICTED R	10,707.18
PO16-00138	CDW-G	Classroom Equipment	029	01	UNRESTRICTED R	28,955.59
PO16-00139	Associated Services	HVAC Repairs	009	01	Ongoing & Major	9,019.82
PO16-00140	OFFICE DEPOT BUSINE	AIG carryover expend	021	01	Agricultural Vo	1,383.64
PO16-00141	CDW-G	Computer App materials	021	01	Vocational Prog	329.55
PO16-00142	CDW-G	Printers for Office	021	01	State Lottery	674.61
PO16-00143	CDW-G	Printer	021	01	State Lottery	179.38
PO16-00144	ORGANIZED SPORTSWEA	Phys Ed Uniforms	023	01	UNRESTRICTED R	513.84
PO16-00145	dba: eSpecial Need	Supplies	022	01	Special Educati	486.56
PO16-00146	Microsoft Corporati	SpEd Surface Computers - Shephard	029	01	Special Educati	13,959.21
PO16-00147	Houghton Mifflin Ha	Read 180 Licenses and Materials	023	01	State Lottery	6,956.56
PO16-00148	MCOE	School Safety Training	009	01	UNRESTRICTED R	120.00
PO16-00149	Coastal Enterprises	PE Clothes	021	01	UNRESTRICTED R	3,543.75
PO16-00150	Apple Textbooks	World History extra Textbooks	023	01	UNRESTRICTED R	1,275.75
PO16-00151	Cengage Learning	Environmental Science Textbooks	023	01	UNRESTRICTED R	1,637.21
PO16-00152	turnitincom / iPara	Turnitin Software	029	01	State Lottery	3,275.00
PO16-00153	PRESTWICK HOUSE INC	English Dept Books Attached Quote 7415	023	01	State Lottery	16,084.14
PO16-00154	Sportwide	Sports supplies. See Attached Quote	023	01	UNRESTRICTED R	1,292.03
PO16-00155	USA TESTPREP INC	USA TestPrep	023	01	State Lottery	4,156.25
PO16-00156	MCOE	MCOE Training	029	01	Economic Impact	400.00
PO16-00157	MCOE	MCOE Training	029	01	Economic Impact	400.00
PO16-00158	MCOE	MCOE Training	029	01	Economic Impact	200.00
PO16-00159	Houghton Mifflin Ha	Read 180 Licenses and Materials	021	01	Supplemental	16,183.13
PO16-00160	SCHOLASTIC INC	Science World Sub	021	01	State Lottery	417.56
PO16-00161	BMI Educational Ser	reading books	022	01	State Lottery	228.36
PO16-00162	Pearson Learning Gr	teachers edition	022	01	Special Educati	1,019.75
PO16-00163	OFFICE DEPOT BUSINE	teacher chair/desk	022	01	Special Educati	307.10
PO16-00164	Virco Inc.	Furniture for GHS	009	01	Ongoing & Major	1,471.20
PO16-00165	Associated Services	HVAC Repairs	009	01	Ongoing & Major	1,173.00
PO16-00166	Alibris	New Teacher Refrence Books	029	01	NCLB Title II,	312.75
PO16-00167	CIF-State Federatio	State dues & Legal/Liability Fees	021	01	UNRESTRICTED R	655.58
PO16-00168	Central Coast Secti	Admin Fee CIF Home Fee	021	01	UNRESTRICTED R	700.00
PO16-00169	Central Coast Secti	Fall, Winter, Spring Sport Fees	021	01	UNRESTRICTED R	2,135.00
PO16-00170	PENINSULA SPORTS, I	PSI Admin Fees	021	01	UNRESTRICTED R	4,275.00
PO16-00171	North Monterey High	CC Early Bird Invitational	021	01	UNRESTRICTED R	250.00
PO16-00172	Pearson Learning Gr	Test Gen - Calculus	021	01	State Lottery	59.03

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 2 of 3

Description

Includes Purchase Orders dated 08/01/2015 - 08/31/2015

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO16-00173	Houghton Mifflin Ha	TextBooks	021	01	UNRESTRICTED R	12,426.75
PO16-00174	VALLEY SAW SHOP, db	Mower Mulching Blades	009	01	UNRESTRICTED R	106.14
PO16-00175	CCSESA	CISC Symposium 2016	029	01	NCLB Title II,	1,800.00
PO16-00176	Portola Hotel & Spa	Hotel Stay for D. Jimenez (CISC 2016)	029	01	NCLB Title II,	321.90
PO16-00177	MCOE	MCOE Training	029	01	NCLB Title II,	200.00
PO16-00178	MCOE	MCOE Training	029	01	NCLB Title II,	200.00
PO16-00179	MCOE	MCOE Training	029	01	NCLB Title II,	100.00
PO16-00180	Associated Services	HVAC Repairs, GHS Admin Bldg	009	01	Ongoing & Major	4,093.00
PO16-00181	NOVELL Tech Subscri	Novell Support	029	01	UNRESTRICTED R	2,600.00
PO16-00182	CAROLINA BIOLOGICAL	Supplies for Biology Classes	023	01	State Lottery	5,979.59
PO16-00183	ORGANIZED SPORTSWEA	Phys Ed Uniforms	023	01	UNRESTRICTED R	1,071.98
PO16-00184	Quinn Company	Parts for Fleet Vehicles	009	01	UNRESTRICTED R	2,000.00
Total						292,641.77

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 3 of 3

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

SUBJECT: Approval of Contract with Uretsky Security

MEETING: September 16, 2015

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- _____ Improve/Sustain Student Achievement through CAASPP Test and Other Assessment Measures
- X _____ 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
- X _____ Ensure that Facilities are Safe for Staff and Students
- X _____ Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Last school year the District used Uretsky Security to supply an unarmed security officer to King City and Greenfield High Schools in the absence of a School Resource Officers.

For the 2015/16 school year – the District needs to contract for unarmed security officers at Greenfield High School and King City High School. Greenfield High School will have a School Resource Officer through a contract with the Greenfield Police Department and there have been discussions with the City of King about an SRO for King City High School. These unarmed Security officers are in addition to any SROs and the District security personnel to ensure the safest campus environments.

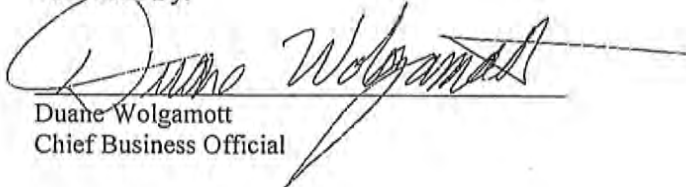
Recommendation:

The recommendation is being made for the State Administrator to approve the contract with Uretsky Security for campus security.


Fiscal Impact:

LCAP funding – Campus Safety – Not to exceed \$35,000

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator



PPO16659

URETSKY SECURITY

201 D Calle Del Oaks, Del Rey Oaks Ca 93940

Office: (831) 324-0687 / Fax (831) 646-0433

E-Mail: info@uretskysecurity.com

Web: www.Uretskysecurity.com

SECURITY SERVICE CONTRACT

BETWEEN

URETSKY
SECURITY

&

SOUTH MONTEREY COUNTY JOINT UNION
HIGH SCHOOL DISTRICT

SECURITY CONTRACT

This Contract is made and entered into as of July 1, 2015 between South Monterey County Joint Union High School District, located at 800 Broadway, King City, CA 93930, hereinafter referred to as "Client", and URETSKY SECURITY, a California partnership (hereinafter called Contractor).

RECITALS

WHEREAS, Contractor is in the business of furnishing security officers to the customer at the time(s) and place(s) herein defined, and

WHEREAS, Client, requires unarmed, routine, stationary and patrolled security service for its property and special events; and,

IT IS MUTUALLY AGREED AS FOLLOWS;

1. **CONTRACTOR** agrees, pursuant to request of **CLIENT**, to furnish Security Officer service needed by **CLIENT** at the site(s) location indicated below.

2. **LOCATION & TIMES OF SERVICE**

CLIENT hereby authorizes and employs **CONTRACTOR** to provide security services described below for the period of time stated herein, and agrees to pay accordingly the sum stated below.

a. The premises to be served by **CONTRACTOR** are;

- o South Monterey County Joint Union High School District
 - Greenfield Campus, 225 El Camino Real, Greenfield, CA 93927
 - King City High Campus, 720 Broadway Street, King City, CA 93930

b. The Date & Time to be served by **CONTRACTOR** are;

- o Start Date: July 1, 2015
- o Service Days: Monday through Friday (when school is in session)
- o Service Times: 7:30 AM – 3:30 PM (school hours)

3. **SCOPE OF SERVICE**

a. **CONTRACTOR** will provide **CLIENT** with state licensed security personnel and render the following security services;

- o To prevent juvenile delinquency through close contact with student and school personnel
- o To provide security for special school events or functions
- o Access Control to Property - prevent non-authorized individuals on grounds
- o Crime Prevention – Prevent and /or report any criminal activity observed

b. **CLIENT** hereby consents to **CONTRACTOR** entering said property and/or premises to provide the services.

c. **CLIENT** agrees to furnish **CONTRACTOR** with a written list of names, titles, telephone numbers, and signature of all persons authorized to enter the premises of the **CLIENTS** during **CLIENTS** absence from the premises if requested by **CONTRACTOR**. All changes, revisions and modifications to the above shall be promptly supplied to **CONTRACTOR** in writing

- d. **CONTRACTOR** agrees to comply with all provisions furnished by the **CLIENT** which detail duty procedures and the **CLIENTS** requirements as to **CONTRACTOR** patrol officers standard of cleanliness, dress, conduct, and courtesy while the officers are on the **CLIENTS** premises.

4. **INSURANCE & EQUIPMENT**

- a. **CONTRACTOR** shall furnish, at **CONTRACTOR'S** own expense, all labor, materials, equipment, and other items necessary to carry out the terms of this agreement.
- b. **CONTRACTOR** carries workman's compensation insurance to the extent required by the appropriate statutes as well as Vehicle and Public Liability Insurance, including error and omissions in an amount satisfactory to the **CLIENT**. **CONTRACTOR** agrees to provide the **CLIENT** with the Certificate of Insurance upon request
- c. \$5,000,000 PL, PD liability insurance coverage per occurrence,
 - o Any automobile or mobile equipment which is furnished by **CONTRACTOR** for use by **CLIENT** its agents or employees, shall be insured by **CONTRACTOR**.

5. **RATES AND PAYMENTS**

- a. **CLIENT** agrees to pay **CONTRACTOR** for the security services indicated above the sum of **\$21.00 per man-hour for each security officer**. The **CLIENT** may add additional hours at anytime during the contractual period at the above pay. These hours will remain in effect until the **CLIENT** no longer needs the additional coverage.
- b. Holiday, overtime, and emergency call out rates will be time and one half the regular rates (**\$31.50 per hour**). The law governing overtime as directed by the Department of Labor will prevail in this contract. **If courtroom testimony or deposition is required the fee will be \$31.50 per man-hour and 50 cents per mile to and from the security guards home and location of testimony or deposition.**
- c. Holiday rate will be time and one-half the regular rate of \$31.50 per man-hour. Holidays are as follows: *Christmas, New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day*
- d. Additional security officers will be provided by **CONTRACTOR** on request of the **CLIENT** for special events and/or additional security duties. The days and hours will be determined at the time of notice by the **CLIENT** and will be provided at the rate of \$21.00 per man-hour.
 - o Requests by the **CLIENT** for special events or emergency security coverage to **CONTRACTOR** with twenty-four (24) hours notice or less will be provided at a rate of \$31.50 per man-hour. If, for any reason, **CONTRACTOR** is unable to meet the **CLIENTS** request for short notice security service, the **CLIENT** cannot hold **CONTRACTOR** liable.
- e. **CLIENT** hereby agrees that **CONTRACTOR** shall have the right to request a rate increase provided herein commencing after the expiration of one (1) year from the date hereof or expiration of signed contract, whichever comes first, up to 5%. If the increase is more than 5% the **CLIENT** will be given at least thirty (30) days prior written notice and may cancel the un-expired term of this Agreement, effective on the date of the proposed price increase, by notifying **CONTRACTOR** within thirty (30) days of the price increase notice.
- f. Billing for services rendered under this contract will be submitted to the **CLIENT** at the end of each billing month following completion of such services and shall be due no later than **fourteen days (14) days upon receipt of such bill.**

- g. Accounts are deemed delinquent thirty (30) days from statement date. If payment is not received within 45 days of the billing date, the CLIENT shall pay URETSY SECURITY an additional sum of (.08%) of the overdue amount as a late charge. Interest on any account overdue more than forty-five (45) days shall accrue at the rate of .08% per month from the due date. Notwithstanding the forgoing, if the CLIENT fails to pay amounts owing hereunder within forty-five (45) days after the amount is due and payable, URETSK SECURITY shall have the right to discontinue the service and recover from the CLIENT all sums CONTRACTOR, may be entitled to under the law.
- h. In the event it shall be necessary for CONTRACTOR to institute legal proceedings to collect the charges for provision of services or any other charges as set forth herein, then the prevailing party shall be entitled to recover its reasonable attorneys' fees and cost where permitted by law. The parties agree that any action or suit relating to the Agreement shall be instituted and tried in the Superior Monterey, California.
- i. In case of billing disputes, the CLIENT must submit a written statement of dispute within seven (7) days of the disputed invoice date; otherwise the CLIENT accepts such invoice as correct for services rendered.
- j. In case of any claim or potential claim arising out of any services rendered by CONTRACTOR, CLIENT shall give written notice to CONTRACTOR within 45 days following CLIENT'S first notice of such claim or potential claim. No action to recover any claim of CLIENT shall be instituted or maintained against CONTRACTOR unless CLIENT provides written notice of such claim to CONTRACTOR in the manner and form set forth in this Agreement _____ Initials.

6. TERMS

- a. All security officers furnished to the CLIENT by CONTRACTOR are the employees of CONTRACTOR. CONTRACTOR will pay wages, taxes, including, but not limited to Social Security, Federal, and State Unemployment Taxes and other expenses relating to each of its employees.
- b. CONTRACTOR will hire, train, supervise, and controls its employees and will remove any security officer not acceptable to the CLIENT upon showing reasonable cause. CLIENT and CONTRACTOR agree that in the performance of this Agreement, there shall be no discrimination on account of race, religion, sex, age, or national origin and each shall comply with applicable federal, state, and local laws and regulations pertaining to fair employment practices. CONTRACTOR agrees that security officers furnished under this contract shall be performed by employees in conformity with practices current in the industry.
- c. The Security Officer furnished by CONTRACTOR shall perform such security related services as agreed upon by the CLIENT and CONTRACTOR. It is understood that the security officer shall be and remain an employee of CONTRACTOR and that CONTRACTOR shall be responsible for hiring, licensing, training, and supervising of all such security officers. However, notwithstanding the foregoing, if the CLIENT alters any written post instructions or directions given to the security officer by URETSKY SECURIT, or if the CLIENT assumes any supervision of said security officer, the CLIENT shall be solely liable for any and all consequences.
- d. During the term of this agreement, the CLIENT agrees to use exclusively personnel from CONTRACTOR at the sites described above, and CONTRACTOR agrees to furnish such number of security officers as required and defined by the CLIENT at the sites described above.
- e. CONTRACTOR is not an employment agency and the services it furnishes to the CLIENT are made possible only by substantial investment in advertising, recruiting, testing, and training of personnel. In

consideration of the time and expense invested in providing these services, the **CLIENT** agrees not to hire any employee or former employee of **CONTRACTOR** directly or indirectly without permission from **CONTRACTOR**, regardless if the **CLIENT** or employee has terminated its relationship with **CONTRACTOR**. **CLIENT** agrees to pay a penalty fee of \$25,000 for every employee of **CONTRACTOR** hired in breach of this paragraph.

- f. Neither **CONTRACTOR** nor **CLIENT** will be held responsible for any damages caused by delay or failure to perform the services due to fire, strike, act of God, any extreme emergency, a legal act of public authority, or any other cause beyond the reasonable control of either party.
- g. **CONTRACTOR** makes no guarantee or warranty that the services supplied will avert or prevent occurrences or the consequences here from which the services are designed to detect or avert.
- h. **CLIENT** understands and agrees that **CONTRACTOR** and **CONTRACTOR** employees are not employees of the **CLIENT** and are not entitled to benefits of any kind or nature normally provided employees of the **CLIENT** and/or to which **CLIENT** employees are normally entitled, including, but not limited to, Stated Unemployment Compensation or Workers' Compensation. **CONTRACTOR** shall assume full responsibility for payment of all Federal, State, and local taxes or contributions with respect to **CONTRACTOR** employees.
- i. In the performance of the work herein contemplated, **CONTRACTOR** is an independent contractor, with the authority to control and direct the performance of the details of the work, **CLIENT** being interested only in the results obtained.
- j. Neither party shall assign or delegate any part of this agreement without written consent of the other.
- k. The work completed herein must meet the approval of the **CLIENT** and shall be subject to the **CLIENTS** general right of inspection and supervision to secure the satisfactory completion thereof. **CONTRACTOR** agrees to comply with all Federal, State, Municipal and District laws, rules, and regulations that are now, or may in the future become applicable to **CONTRACTOR**, its business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.
- l. This Agreement shall be interpreted, enforced and governed in all respects by the laws of the State of California applicable to instruments, persons, transactions, entities, and subject matters, which have legal contracts and relationships solely within the State of California. The language of this Agreement shall be construed as though all parties have participated equally in its drafting and as a whole according to its fair meaning and not strictly for or against any of the parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, then such provision shall be deemed severed and deleted from this Agreement as a whole and neither such provision nor its severance and deletion shall in any way affect the validity of the remaining provisions of this Agreement.
- m. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understanding, or agreement of the parties and the parties rely only upon the content of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent.
- n. Failure of **CONTRACTOR** to enforce any provision of this Agreement, or any of its rights under this Agreement shall not be considered a waiver of such provision or in any way affect the validity of this Agreement.

- o. In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
- p. This contract may be terminated by either party at any time with no penalty. Notwithstanding this Agreement may be suspended or cancelled without notice at the option of **CONTRACTOR**, if **CONTRACTOR** or the **CLIENT'S** premises is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event **CONTRACTOR** is unable to render service due to circumstances beyond its reasonable control.

CLIENT understands and acknowledges he/she has read the entire contract and agrees to each of its provisions

IN WITNESS WHEREOFF, the parties have executed this agreement as of the date first written above.

Uretsky Security

**South Monterey County Joint Union
High School District**

Printed Name: **Nicholas Cina**

Printed Name: _____

Signature: _____

Signature: _____

Title: **Partner**

Title: _____

Date: _____

Date: _____

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

SUBJECT: Approval of First Quarterly Williams Report

MEETING: September 16, 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:

By law, the South Monterey County Joint Union High School District must report quarterly during every academic year to the Board its compliance with the Williams-Venezuela lawsuit. Attached is the first report for this school year.

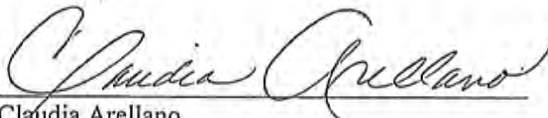
Recommendation:

The recommendation is being made for the State Administrator to approve the Williams-Venezuela report as required by Education Code.

Fiscal Impact:

No cost to the district.

Submitted By:



Claudia Arellano
Sr. Director Human Resources

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186]

District: South Monterey County Joint Union High School District

Person completing this form: Claudia Arellano Title: Sr. Director
Human Resources

Quarterly Report Submission Date: October 2015
 (check one) January 2016
 April 2016
 July 2016

Date for information to be reported publicly at governing board meeting: September 16, 2015

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Daniel R. Moirao, Ed.D.
Print Name of District Superintendent

Signature of District Superintendent

September 16, 2015
Date

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

SUBJECT: Revenue and Expenditures Report for 2015-16

MEETING: September 16, 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 (August 31, 2015) Revenues and Expenditures Report for each fund.

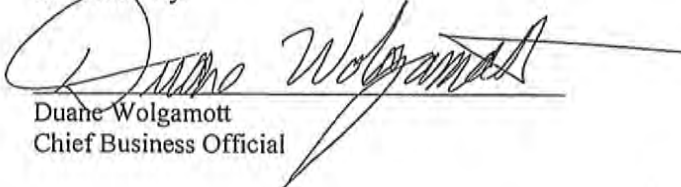
Recommendation:

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 08/31/2015				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUE						
Revenue Limit	(8010-8099)	20,144,086.00	3,620,648.00		16,523,438.00	82%
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	46,033.03		1,287,122.97	97%
Total Revenue		24,278,112.00	3,666,681.03		20,611,430.97	85%
EXPENSES						
Certified Salaries	(1000-1999)	8,762,768.00	823,862.57	6,823,129.72	1,115,775.71	13%
Classified Salaries	(2000-2999)	2,669,213.00	336,679.86	1,737,285.42	595,247.72	22%
Employee Benefits	(3000-3999)	3,712,707.00	416,021.66	2,858,214.56	438,470.78	12%
Supplies and Services	(4000-4999)	1,227,321.47	474,458.04	540,068.76	212,794.67	17%
Services & Operating Expenses	(5000-5999)	3,849,583.53	237,260.68	983,301.18	2,629,021.67	68%
Capital Outlays	(6000-6999)	104,000.00	.00	.00	104,000.00	100%
Other Outgo	(7100-7299, 7400-7499)	1,596,527.00	26,269.52	.00	1,570,257.48	98%
Total Expenses		21,922,120.00	2,314,552.33	12,941,999.64	6,665,568.03	30%
Operating Surplus/(Deficit)		2,355,992.00	1,352,128.70	(11,589,870.94)		
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)		2,352,092.00	1,352,128.70	(11,589,870.94)		
Beginning Fund Balance		3,460,197.00	.00	.00		
Net Ending Fund Balance		\$5,812,289.00	\$1,352,128.70	(\$11,589,870.94)		
		*** calculated ***				
Components of Ending Fund Balance						
Undesignated/Unappropriated - 9790		5,812,289.00	.00			
Ending Fund Balance		5,812,289.00	.00			

Fund 13 - Cafeteria Fund		Fiscal Year 2016 through 08/31/2015				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUE						
Federal Revenue	(8100-8299)	440,000.00	11,664.28		428,335.72	97%
Other State Revenue	(8300-8599)	35,000.00	502.20		34,497.80	99%
Other Local Revenue	(8600-8799)	154,435.00	404.19		154,030.81	100%
Total Revenue		629,435.00	12,570.67		616,864.33	98%
EXPENSES						
Classified Salaries	(2000-2999)	99,358.00	13,848.22	80,739.11	4,770.67	5%
Employee Benefits	(3000-3999)	78,048.00	6,389.46	47,940.57	23,717.97	30%
Supplies and Services	(4000-4999)	421,254.00	33,681.25	50,890.63	336,682.12	80%
Services & Operating Expenses	(5000-5999)	15,841.00	2,227.02	6,950.98	6,663.00	42%
Total Expenses		614,501.00	56,145.95	186,521.29	371,833.76	61%
Operating Surplus/(Deficit)		14,934.00	(43,575.28)	(230,096.57)		
Net Surplus/(Deficit)		14,934.00	(43,575.28)	(230,096.57)		
Beginning Fund Balance		69,375.00	.00	.00		
Net Ending Fund Balance		\$84,309.00	(\$43,575.28)	(\$230,096.57)		
	<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 08/31/2015				
		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 08/31/2015				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUE						
Other Local Revenue	(8600-8799)	50,070.00	32,842.32		17,227.68	34%
Total Revenue		50,070.00	32,842.32		17,227.68	34%
EXPENSES						
Supplies and Services	(4000-4999)	.00	1,904.29	.00	(1,904.29)	0%
Services & Operating Expenses	(5000-5999)	100,000.00	63,600.00	2,120.00	34,280.00	34%
Other Outgo	(7100-7299, 7400-7499)	108,253.00	.00	.00	108,253.00	100%
Total Expenses		208,253.00	65,504.29	2,120.00	140,628.71	68%
Operating Surplus/(Deficit)		(158,183.00)	(32,661.97)	(34,781.97)		
Net Surplus/(Deficit)		(158,183.00)	(32,661.97)	(34,781.97)		
Beginning Fund Balance		185,819.00	.00	.00		
Net Ending Fund Balance		\$27,636.00	(\$32,661.97)	(\$34,781.97)		
		<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 08/31/2015			
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	8,276.00	.00	.00		
Net Ending Fund Balance	\$8,276.00	\$.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 08/31/2015			
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	1,248,728.00	.00	.00		
Net Ending Fund Balance	\$1,248,728.00	\$0.00	\$0.00		
<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 2015-16 (thru July 2015)

MEETING: September 16, 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 (as of August 31, 2015)

Fund 01 – General Fund

Fund 09 – Charter School Fund

Fund 13 – Cafeteria Fund (Fund 13 usually runs a negative balance as there are no advance apportionments)

Fund 17 – Special Reserve Fund

Fund 25 – Capital Facilities Program

Fund 35 – School Facility Program

Fund 56 – Debt Service


Recommendation:

This is an information item only.


Fiscal Impact:

None

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

Fund 01 - Actuals through August		Fiscal Year 2015/16								
	Object	Beginning Balance	July	August	September	October	November	Total	Budget	
A. BEGINNING CASH		9110	.00	32,368.29						
B. RECEIPTS										
Revenue Limit										
Principal Apportionment	8010-8019		1,810,324.00	1,810,324.00				3,620,648.00	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-	46,357.42				46,033.03	1,333,156.00	
Interfund Transfers In	8910-8929									
All Other Financing Sources	8930-8979									
Undefined Objects									3,900.00-	
TOTAL RECEIPTS			.00	1,809,999.61	1,856,681.42	.00	.00	.00	3,666,681.03	24,274,212.00
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		111,989.97	711,872.60				823,862.57	8,762,768.00	
Classified Salaries	2000-2999		140,844.81	195,835.05				336,679.86	2,669,213.00	
Employee Benefits	3000-3999		109,182.21	306,839.45				416,021.66	3,712,707.00	
Books and Supplies	4000-4999		201,887.88	272,570.16						
Services	5000-5999		90,289.84	146,970.84				237,260.68	3,849,583.53	
Capital Outlays	6000-6599								104,000.00	
Other Outgo	7000-7499		13,134.76	13,134.76				26,269.52	1,596,527.00	
Interfund Transfers Out	7600-7629									
All Other Financing Uses	7630-7699									
Undefined Objects										
TOTAL DISBURSEMENTS			.00	667,329.47	1,647,222.86	.00	.00	.00	2,314,552.33	21,922,120.00
D. BALANCE SHEET TRANSACTIONS										
Assets										
Cash Not In Treasury	9111-9199		244,849.07-	244,849.07-				489,698.14-		
Accounts Receivable	9200-9299		120,602.28	56,055.00				176,657.28		
Due From Other Funds	9310									
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Undefined Objects										
SUBTOTAL ASSETS			.00	124,246.79-	188,794.07-	.00	.00	.00	313,040.86-	
(continued)										

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 2, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 01 - Actuals through August		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities									
Accounts Payable	9500-9599		986,055.06-	12,599.11-				998,654.17-	
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	986,055.06-	12,402.57-	.00	.00	.00	998,457.63-	
Nonoperating									
Suspense Clearing	9910			196.54				196.54	
TOTAL BALANCE SHEET TRANSACTIONS		.00	1,110,301.85-	201,196.64-	.00	.00	.00	1,311,498.49-	
E. NET INCREASE/DECREASE B - C + D			32,368.29	8,261.92	.00	.00	.00	40,630.21	2,352,092.00
F. ENDING CASH (A + E)			32,368.29	40,630.21					
G. Ending Cash, Plus Cash Accruals and Adjustments									

-42-

Fund 13 - Actuals through August		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
A. BEGINNING CASH		9110		.00	12,902.20-				
B. RECEIPTS									
Revenue Limit									
Principal Apportionment		8010-8019							
Property Taxes		8020-8079							
Miscellaneous Funds		8080-8099							
Federal Revenues		8100-8299		11,664.28				11,664.28	440,000.00
Other State Revenues		8300-8599		502.20				502.20	35,000.00
Other Local Revenues		8600-8799		404.19				404.19	154,435.00
Interfund Transfers In		8910-8929							
All Other Financing Sources		8930-8979							
Undefined Objects									
TOTAL RECEIPTS			.00	.00	12,570.67	.00	.00	12,570.67	629,435.00
C. DISBURSEMENTS									
Certificated Salaries		1000-1999							
Classified Salaries		2000-2999		4,991.28	8,856.94			13,848.22	99,358.00
Employee Benefits		3000-3999		1,086.86	5,302.60			6,389.46	78,048.00
Books and Supplies		4000-4999		2,509.64	31,171.61				
Services		5000-5999		1,562.33	664.69			2,227.02	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	10,150.11	45,995.84	.00	.00	56,145.95	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	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 2, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 13 - Actuals through August		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities									
Accounts Payable	9500-9599		2,752.09-					2,752.09-	
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	2,752.09-	.00	.00	.00	.00	2,752.09-	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		.00	2,752.09-	.00	.00	.00	.00	2,752.09-	
E. NET INCREASE/DECREASE B - C + D			12,902.20-	33,425.17-	.00	.00	.00	46,327.37-	14,934.00
F. ENDING CASH (A + E)			12,902.20-	46,327.37-					
G. Ending Cash, Plus Cash Accruals and Adjustments									

-44-

Fund 17 - Actuals through August		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
A. BEGINNING CASH	9110		.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								
Contracts	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 = 2, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 17 - Actuals through August		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	.00	.00	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		.00	.00	.00	.00	.00	.00	.00	
E. NET INCREASE/DECREASE B - C + D			.00	.00	.00	.00	.00	.00	526.00
F. ENDING CASH (A + E)			.00	.00					
G. Ending Cash, Plus Cash Accruals and Adjustments									

-46-

Fund 25 - Actuals through August		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
A. BEGINNING CASH	9110		.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			32,842.32				32,842.32	50,070.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	32,842.32	.00	.00	.00	32,842.32	50,070.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999			1,904.29					
Services	5000-5999			63,600.00				63,600.00	100,000.00
Capital Outlays	6000-6599								
Other Outgo	7000-7499								108,253.00
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		.00	.00	65,504.29	.00	.00	.00	65,504.29	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 = 2, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE [ONLINE](#)

Fund 25 - Actuals through August		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities									
Accounts Payable	9500-9599		3,325.00-	88,236.28-				91,561.28-	
Due To Other Funds	9610								
Current Loans	9640								
Deferred Revenues	9650								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	3,325.00-	88,236.28-	.00	.00	.00	91,561.28-	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET TRANSACTIONS		.00	3,325.00-	88,236.28-	.00	.00	.00	91,561.28-	
E. NET INCREASE/DECREASE B - C + D			3,325.00-	120,898.25-	.00	.00	.00	124,223.25-	158,183.00-
F. ENDING CASH (A + E)			3,325.00-	124,223.25-					
G. Ending Cash, Plus Cash Accruals and Adjustments									

Fund 35 - Actuals through August		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
A. BEGINNING CASH		9110	.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 = 2, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE **ONLINE**

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

-50-

Fund 56 - Actuals through August		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
A. BEGINNING CASH		9110	.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 = 2, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

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

-52-

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

SUBJECT: Board of Education Remuneration for Service

MEETING: September 16, 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:

Since the State of California has taken over the South Monterey County Joint Union High School District the Board of Education has not received any type of remuneration for their time or efforts on behalf of the school district. Remuneration is common among board members serving in school districts. This Board does have a policy about such a topic and as we move towards returning local control, it is time to review and discuss the options for Board members.

Recommendation:

This is a topic for discussion at this time.

Fiscal Impact:

Unknown at this time.

Submitted By:



Daniel R. Moirao, Ed.D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

Board Remuneration Survey

District	Policy
Willows Unified School District Willow, CA	\$240.00 per month (must be in attendance to collect)
Livingston Union School District	Annual stipend \$3,024 or health insurance with cap set at the classified rate and management rate
Chowchilla Elementary School	Health benefits, full coverage
Cotati-Rohnert Park Union School District	\$216 per month, medical/dental/vision/life same as teachers unit, current cap \$19,310 (85% of benchmark plan). No food
Las Lomas Elementary School District, Menlo Park	No stipend, no benefits. Food before meetings
YCUSD	Stipend – yes Benefits – yes Light foot
Dunsmuir Joint Union High School	\$10.00 per meeting, dental and vision paid tiered rates, no feed
Colusa Unified School District, Colusa, CA	Administrative Health Benefit cap \$10,505 annually
Modoc Joint Unified School District	\$1080 annual stipend, health and welfare benefits cap of \$13, 140.48, no food
Standard School District, Bakersfield, CA	Food before meetings
Sierra Sands Unified	Annual stipend \$2,440, fully paid health and welfare benefits (same as Mgmt. and confidential employees)
Selma Unified School District	\$20.00 per meeting plus health insurance package equal to mgmt., \$12,700 cap
Soledad Unified School District	\$240.00 max. per month
Greenfield Union School District	\$250.00 max. per month
Gonzales Unified School District	\$100.00 max. per month
San Lucas Union School District	0
San Ardo Union School District	0
San Antonio/Lockwood Union School District	\$40.00 max. per month, it is put into a stipend for a scholarship
Pacific Grove Unified School District	\$240.00 max. per month, it is put into a stipend for a scholarship
Salinas Union School District	\$400.00 max. per month

BB 9250 Board Bylaws

Remuneration, Reimbursement And Other Benefits

Remuneration

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

Board members are not required to accept payment for meetings attended.

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

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

Reimbursement of Expenses

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

(cf. 1160 - Political Processes)

(cf. 3100 - Budget)

(cf. 3350 - Travel Expenses)

(cf. 3513.1 - Cellular Phone Reimbursement)

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

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

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

Health and Welfare Benefits for Current Board Members

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

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

Health and welfare benefits for Board members shall be no greater than that received by the district's nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

Note: The district may choose and/or revise any of the following options to reflect district practice.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouse/registered domestic partner and to their eligible dependent children as specified in law and the health plan.

Health and Welfare Benefits for Former Board Members

Former Board members may participate in the health and welfare benefits program provided for district employees under the conditions specified below.

Health and welfare benefits for former Board members shall be no greater than those received by district nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

Any other former Board member who served at least one term may participate in the health and welfare benefits program at his/her own expense if coverage is in effect at the time he/she leaves office. (Government Code 53201)

Any former Board member leaving the Board after at least one term of office may participate in the health and welfare benefits program at his/her own expense if coverage is in effect at the time of retirement. (Government Code 53201)

Health and welfare benefits provided to a former Board member shall be extended, at his/her expense and at the same level, to his/her spouse/registered domestic partner and eligible dependent children as specified in law and the health plan.

Legal Reference:

EDUCATION CODE

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses for attendance at workshops

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation for services as member of governing board

35172 Promotional activities
44038 Cash deposits for transportation purchased on credit
FAMILY CODE
297-297.5 Rights, protections and benefits under law; registered domestic partners
GOVERNMENT CODE
8314 Use of public resources
20322 Elective officers; election to become member
20420-20445 Membership in Public Employees' Retirement System; definition of safety employees
53200-53209 Group insurance
54952.3 Simultaneous or serial meetings; announcement of compensation
HEALTH AND SAFETY CODE
1373 Health services plan, coverage for dependent children
INSURANCE CODE
10277-10278 Group and individual health insurance, coverage for dependent children
UNITED STATES CODE, TITLE 26
403 Tax-sheltered annuities
UNITED STATES CODE, TITLE 42
18011 Right to maintain existing health coverage
CODE OF FEDERAL REGULATIONS, TITLE 26
1.403(b)-2 Tax-sheltered annuities, definition of employee
COURT DECISIONS
Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598
Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara
County, (1979) 93 Cal.App.3d 578
ATTORNEY GENERAL OPINIONS
91 Ops.Cal.Atty.Gen. 37 (2008)
83 Ops.Cal.Atty.Gen. 124 (2000)

Management Resources:

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS
Sample Expense and Use of Public Resources Policy Statement, January 2006
INTERNAL REVENUE SERVICE PUBLICATIONS
Tax-Sheltered Annuity Plans (403(b) Plans) for Employees of Public Schools and Certain Tax-
Exempt Organizations, Publication 571, rev. February 2013
WEB SITES
CSBA: <http://www.csba.org>
Institute for Local Government: <http://www.ca-ilg.org>
Internal Revenue Service: <http://www.irs.gov>
Public Employees' Retirement System: <http://www.calpers.ca.gov>

(11/01 11/02) 8/13

Bylaw SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: December 11, 2013

King City, California

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Remuneration

Each member of the Governing Board may receive a compensation of no more than \$100.00 per meeting for all regularly scheduled meetings attended.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the Board. (Education Code 35120)

Board members are not required to accept payment for meetings attended.

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

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

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

(cf. 9150 – Student Board Members)

Whenever a quorum of Board members serves as another legislative body which will meet simultaneously or in serial order to a Board meeting, the Board clerk or a member of the Board shall verbally announce the amount of any additional compensation or stipend that each member will be entitled to receive as a result of convening the simultaneous or serial meeting. (Government Code 54952.3)

Reimbursement of Expenses

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

(cf. 1160 - Political Processes)

(cf. 3100 - Budget)

(cf. 3350 - Travel Expenses)

(cf. 3513.1 - Cellular Phone Reimbursement)

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS (continued)

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

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

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

Board members may use district-issued credit cards while on official district business and consistent with the limits established for district personnel. Personal expenses shall not be charged on a district-issued credit card, even if the Board member intends to subsequently reimburse the district for the personal charges.

Health and Welfare Benefits

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

(cf. 4154/4254/4352 – Health and Welfare Benefits)

Health and welfare benefits for Board members shall be no greater than that received by district's non-safety employees with the most generous schedule of benefits. (Government Code 53208.5)

Board members who elect to participate shall pay the full cost of premiums.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouse/registered domestic partner and to their eligible dependent children as specified in law and the health plan.

Health and Welfare Benefits for Former Board Members

Former Board members may participate in the health and welfare benefits program provided for district employees under the conditions specified below.

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS (continued)

Health and welfare benefits for former Board members shall be no greater than those received by district non-safety employees with the most generous schedule of benefits. (Government Code 53208.5)

Any former Board member leaving the Board after at least one term may participate in the health and welfare benefits program at his/her own expense if coverage is in effect at the time of retirement. (Government Code 53201)

Health and welfare benefits provided to a Board member shall be extended at the same level to his/her spouse/registered domestic partner and eligible dependent children as specified in law and the health plan.

*Legal Reference:*EDUCATION CODE33050-33053 *General waiver authority*33362-33363 *Reimbursement of expenses (Department of Education and CSBA workshops)*35012 *Board members; number, election and term*35044 *Payment of traveling expenses of representatives of board*35120 *Compensation (services as member of governing board)*35172 *Promotional activities*44038 *Cash deposits for transportation purchased on credit*FAMILY CODE297-297.5 *Rights, protections and benefits under law; registered domestic partners*GOVERNMENT CODE8314 *Use of public resources*20322 *Elective officers; election to become member*20420-20445 *Membership in Public Employees' Retirement System; definition of safety employees*53200-53209 *Group insurance*54952.3 *Simultaneous or serial meetings' announcement of compensation*HEALTH AND SAFETY CODE1373 *Health services plan, coverage for dependent children*INSURANCE CODE10277-10278 *Group and individual health insurance, coverage for dependent children*UNITED STATES CODE, TITLE 26403(b) *Tax-sheltered annuities*UNITES STATES CODE, TITLE 4218011 *Right to maintain existing health coverage*CODE OF FEDERAL REGULATIONS, TITLE 261.403(b)-2 *Tax-sheltered annuities, definition of employee*COURT DECISIONSThorning v. Hollister School District, (1992) 11 Cal.App.4th 1598Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578ATTORNEY GENERAL OPINIONS91 *Ops. Cal. Atty. Gen. 37 (2008)**Legal Reference: (see next page)*

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS (continued)

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

Management Resources:

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

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

INTERNAL REVENUE SERVICE PUBLICATIONS

Tax-Sheltered Annuity Plans (403(b) Plans) for Employees of Public Schools and Certain Tax-Exempt Organizations, Publication 571, rev. February 2013

WEB SITES

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

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

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

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

Bylaw
adopted: July 13, 1999
Revised: May 24, 2011, April 8, 2014

GONZALES UNIFIED SCHOOL DISTRICT
Gonzales, California

Pacific Grove Unified School District
Board Policy

-Bylaws-
-Board Members-

"Remuneration, Reimbursement and Other Benefits"

[Start New Search](#)

This is: a Board Policy a Regulation an Exhibit

Policy Number: 9250

Adopted: 7/16/1998 **Revised:** 10/1/2009

Policy Text: (use your Browser's FIND to locate specific text)

Remuneration

Each member of the Governing Board is entitled to receive remuneration for their attendance at board meetings. For a District with 1,000 - 10,000 students, the maximum monthly compensation is \$240.00 per month (Ed Code 35120 #5).

Board members are not required to accept payment for meetings attended, but rather have the option to receive remuneration. After being sworn in as a Board member, they would complete the necessary paperwork to inform the Business Office of their intention. At any time, the Board member may change his/her decision regarding remuneration.

A Board member will receive the full amount if he or she attends all board meetings within the month. If they are unable to attend a meeting, he/she will receive remuneration equal to the percentage of meetings attended unless otherwise authorized by board action. (Education Code 1090, 35120). Members may be remunerated for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board. (Education Code 1090, 35120)

Attendance at a meeting is defined as being present for the complete meeting or for a majority of the meeting time.

Expenses for Board Member Functions

Board members shall have the option of receiving a cash advance for per diem expenses or being reimbursed for all expenses incurred in attending meetings or making trips on official District business when outside the boundaries of Santa Cruz and Monterey Counties, and when so authorized in advance by the Board. (Education Code 35044)

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

Health and Welfare Benefits

Board members and their dependents may, at their own expense, participate in the health and welfare benefits program provided for District employees.

Benefits for Retired Board Members

Board members retiring from the Board after serving at least one term, may continue the health and welfare benefits program at their own expense if coverage is in effect at the time of their retirement. (Government Code 53201)

Reference(s): (Search the Education Code here)

Legal Reference: EDUCATION CODE 1090 Compensation for members and mileage allowance 33362 Reimbursement of expenses (Department of Education and CSBA workshops) 35012 Board members; number, election and term 35044 Payment of traveling expenses of representatives of board 35120 Compensation (services as member of governing board) 35172 Promotional activities 44038 Cash deposits for transportation purchased on credit GOVERNMENT CODE 20322 Elective officers; election to become member 53200-53209 Group insurance UNITED STATES CODE, TITLE 26 403(b) Tax-sheltered annuities COURT DECISIONS Horning v. Hollister School District, (1992) 11 Cal.App.4th 1598 ATTORNEY GENERAL OPINIONS 83 Ops.Cal.Atty.Gen. 124 (2000)

[Start New Search](#)

[Pacific Grove USD](#)

[Monterey County Office of Education](#)

[policydisplay.html](#)

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

SUBJECT: Site Enrollment, Attendance and Referral Statistics

MEETING: September 16, 2015

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

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

Summary:

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

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

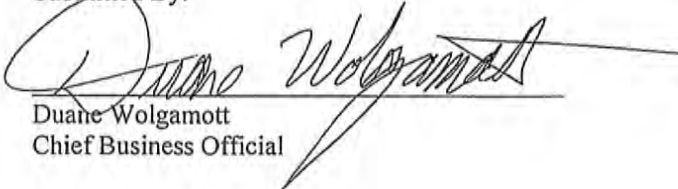
Recommendation:

This is an information item only.

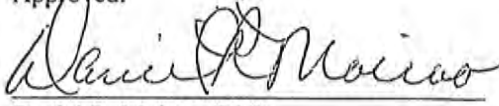
Fiscal Impact:

None

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

King City High School

9/2/2015

2015-2016

Discipline Distribution Report from 8/10/2015 to 8/31/2015

Page 1

Code # and Name	Total	Grade				Sex		Hispanic/Latino?	Race (Not Hispanic)						
		9	10	11	12	F	M	Y	100	200	300	400	600	700	
52 Fighting (E) 48900 (a)(1)	3	1	2	-	-	-	3	3	-	-	-	-	-	-	
Totals:	3	1	2	-	-	-	3	3	-	-	-	-	-	-	

Greenfield High School

9/2/2015

2015-2016

Discipline Distribution Report from 8/10/2015 to 8/31/2015

Page 1

Code # and Name	Total	Grade				Sex		Hispanic/Latino?	Race (Not Hispanic)						
		9	10	11	12	F	M	Y	100	200	300	400	600	700	
07 *Drugs, Paraphernalia (E)	1	-	1	-	-	1	-	-	-	-	-	-	-	1	-
08 *Drugs, Possession of (E)	1	-	1	-	-	1	-	-	-	-	-	-	-	1	-
36 Behavior, Defiance (E) 489	2	-	1	1	-	1	1	1	-	-	-	-	-	-	1
39 Behavior, Inappropriate (E)	3	2	1	-	-	-	3	3	-	-	-	-	-	-	-
47 Disruption of School Activiti	1	-	1	-	-	-	1	1	-	-	-	-	-	-	-
48 Dress, Code Violation	1	-	1	-	-	1	-	1	-	-	-	-	-	-	-
52 Fighting (E) 48900 (a)(1)	2	-	2	-	-	-	2	2	-	-	-	-	-	-	-
65 Language, Profanity (E) 48	1	-	1	-	-	-	1	1	-	-	-	-	-	-	-
Totals:	12	2	9	1	-	4	8	9	-	-	-	-	-	2	1

Totals

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
KCHS 2014-15											
Ending Enrollment	938.00	946.00	941.00	937.00	913.00	928.00	929.00	928.00	927.00	922.00	0.00
Total ADA	897.42	906.70	907.84	903.87	893.87	878.67	886.52	884.05	879.00	867.31	0.00
Percentage Attendance	95.67%	95.85%	96.48%	96.46%	97.90%	94.68%	95.43%	95.26%	94.82%	94.07%	

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
KCHS 2015-16											
Ending Enrollment	1015.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total ADA	982.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Percentage Attendance	96.81%										

Totals

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

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
GHS 2015-16											
Ending Enrollment	1058.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total ADA	1019.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Percentage Attendance	96.40%										

Totals

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

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
PBHS 2015-16											
Ending Enrollment	72.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total ADA	41.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Percentage Attendance	58.19%										

District

2013-14	1941	1953	1950	1932	1857	1900	1896	1896	1884	1877	1854
ADA	1843	1860	1845	1830	1815	1789	1792	1802	1782	1776	1761
2014-15	2000	2010	2006	1997	1928	1980	1981	1983	1979	1974	1
ADA	1909	1918	1914	1895	1893	1865	1861	1877	1853	1837	1
2015-16	2145										
ADA	2045										
Enroll Diff 14-15 to 15-16	145.00										
ADA Diff	135.27										

Regular Program

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
KCHS 2014-15											
Ending Enrollment	886.00	887.00	882.00	878.00	865.00	870.00	875.00	864.00	864.00	857.00	
Total ADA	864.00	858.05	858.00	852.67	848.20	836.89	838.42	831.84	827.50	815.21	
Percentage Attendance	96.95%	96.85%	96.98%	96.80%	96.79%	96.16%	95.62%	95.71%	95.93%	94.77%	
KCHS 2015-16											
Ending Enrollment	973.00										
Total ADA	948.85										
Percentage Attendance	97.24%										

Regular Program

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
GHS 2014-15											
Ending Enrollment	926.00	919.00	913.00	906.00	895.00	912.00	909.00	909.00	905.00	900.00	
Total ADA	896.00	883.15	876.63	857.87	868.13	867.44	849.58	863.74	847.71	842.21	
Percentage Attendance	96.50%	95.71%	95.46%	94.11%	95.51%	94.87%	93.25%	94.89%	93.50%	93.30%	
GHS 2015-16											
Ending Enrollment	1022.00										
Total ADA	989.40										
Percentage Attendance	96.31%										

Regular Program

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
PBHS 2014-15											
Ending Enrollment	78.00	78.00	79.00	79.00	59.00	76.00	80.00	77.00	74.00	75.00	
Total ADA	67.02	71.27	69.32	71.62	67.60	66.93	72.09	73.19	68.24	67.72	
Percentage Attendance	90.96%	88.80%	88.36%	91.67%	86.67%	87.04%	90.71%	90.66%	89.79%	89.41%	
PBHS 2015-16											
Ending Enrollment	61.00										
Total ADA	39.32										
Percentage Attendance	64.46%										

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

SUBJECT: Recognition for CAHSEE Graduates - 2015

MEETING: September 16, 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:

On August 26, 2015, Governor Brown signed into law Senate Bill 725 which waived the requirement for high school graduates passing the California High School Exit Exam (CAHSEE) for the class of 2015. The South Monterey County Joint Union High School District has approximately 25 students impacted by this legislation. Transcripts have been modified to show these students as June, 2015 graduates.

These students missed the opportunity to participate in the graduation ceremonies with their peers. District staff is attempting to consider a way to honor these graduates at this late date. This topic is being presented to the board for ideas and suggestions.

Recommendation:

The State Administrator is seeking ideas and suggestions to recognize the graduates of June 2015 who were impacted by Senate Bill 725.

Fiscal Impact:

Unknown at this time.

Submitted By:



Daniel R. Moirao, Ed.D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Board Policies – First Reading

MEETING: September 16, 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 first reading/revision for the Governing's Board Consideration:
E 4112.9 – Employee Notifications

BP 4143, 4243 - Negotiations, Consultation (revised)

BP 5111 - Admission (revised)

BP 5113.1 - Chronic absence and Truancy (revised)

BP 5126 - Awards for Achievement (revised)

AR 5126 - Awards for Achievement (revised)

BP 5144.4 - Required Parental Attendance (new)

AR 5144.4 - Required Parental Attendance (new)

E 5145.6 - Students Parental Notifications (revised)

BP 6163 - Student Use of Technology (revised)

BP 6174 - Education for English Language Learners (revised)

AR 6174 - Education for English Language Learners (revised)

Recommendation:

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

Fiscal Impact:

No fiscal impact

Submitted By:



Daniel R. Moirao, Ed. D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

Personnel

Employee Notifications

I. To All Employees

When/Whom to Notify: At the beginning of school year or upon employment
Legal Code: Education Code 231.5, Government Code 12950, 2 CCR 7288.0
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: Annually to all employees
Legal Code: Education Code 17612
Board Policy/Administrative Regulation #: AR 3514.2
Subject: Use of pesticide product, active ingredients, Internet address to access information

When/Whom to Notify: To all employees, prior to
Legal Code: Education Code 37616
Board Policy/Administrative Regulation #: AR 6112
Subject: Public hearing on year-round implementing year-round program schedule

When/Whom to Notify: To all employees, prior to
Legal Code: Education Code 46162
Board Policy/Administrative Regulation #: AR 6112
Subject: Public hearing on block implementing block schedule schedule

When/Whom to Notify: Annually to all employees
Legal Code: 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: AR 1312.3 BP 3260
Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan

When/Whom to Notify: To all employees
Legal Code: Government Code 1126
Board Policy/Administrative Regulation #: BP 4136/4236/4336
Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: Prior to beginning employment
Legal Code: Government Code 3102
Board Policy/Administrative Regulation #: AR 4112.3/4212.3/4312.3
Subject: Oath or affirmation of allegiance required of public employees

When/Whom to Notify: To all employees

Legal Code: Government Code 8355; 41 USC 8102
Board Policy/Administrative Regulation #: BP 4020, BP 4159/4259/4359
Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available employee assistance programs

When/Whom to Notify: To all employees, if the district receives Tobacco-Use Prevention Education funds

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, and annually thereafter

Legal Code: Health and Safety Code 1797.796
Board Policy/Administrative Regulation #: AR 5141
Subject: Proper use of AED; location of all AEDs on campus

Legal Code: Health and Safety Code 104420
Board Policy/Administrative Regulation #: AR 3513.3
Subject: District's tobacco-free schools policy and enforcement procedures

When/Whom to Notify: Annually to all employees
Legal Code: Health and Safety Code 120875, 120880
Board Policy/Administrative Regulation #: AR 4119.43/4219.43/4319.43
Subject: AIDS and hepatitis B, methods to prevent exposure

When/Whom to Notify: To all employees, with each paycheck
Legal Code: Labor Code 246
Board Policy/Administrative Regulation #: AR 4161.1/4261.1/4361.1
Subject: Amount of sick leave available

When/Whom to Notify: To covered employees and former employees
Legal Code: Labor Cod e2800.2
Board Policy/Administrative Regulation #: AR 4154/4254/4354
Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: Upon employment or by end of first pay period
Legal Code: Labor Code 3551
Board Policy/Administrative Regulation #: BP 4157.1/4257.1/ 4357.1
Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: Prior to beginning employment
Legal Code: Penal Code 11165.7, 11166.5
Board Policy/Administrative Regulation #: AR 5141.4
Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality

rights, copy of law

When/Whom to Notify: Upon employment, and when employee goes on leave for specified reasons

Legal Code: Unemployment Insurance Code 2613

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Disability insurance rights and benefits

When/Whom to Notify: Annually to all employees

Legal Code: 5 CCR 4622

Board Policy/Administrative Regulation #: AR 1312.3

Subject: Uniform complaint procedures, available appeals, civil law remedies, identity of coordinator

When/Whom to Notify: To all employees

Legal Code: Education Code 49414

Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: To all employees

Legal Code: Education Code 49414.7

Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to administer emergency antiseizure medication; training to be provided

When/Whom to Notify: To all employees via employee handbook, or to each new employee

Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Benefits through Family and Medical Leave Act

When/Whom to Notify: To all employees and job applicants

Legal Code: 34 CFR 104.8, 106.

Board Policy/Administrative Regulation #: BP 0410, BP 4030

Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: Annually to all employees

Legal Code: 40 CFR 763.84, 763.93

Board Policy/Administrative Regulation #: AR3514

Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

II. To Certificated Employees

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire

Legal Code: Education Code 22455.5

Board Policy/Administrative Regulation #: AR 4121

Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual

Legal Code: Education Code 22461

Board Policy/Administrative Regulation #: AR 4117.14/4317.14

Subject: Postretirement compensation limitation

When/Whom to Notify: To certificated employees

Legal Code: Education Code 35171

Board Policy/Administrative Regulation #: AR 4115, BP 4315

Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated

Legal Code: Education Code 44663

Board Policy/Administrative Regulation #: AR 4115

Subject: Copy of employee's evaluation

When/Whom to Notify: To a certificated employee with unsatisfactory evaluation

Legal Code: Education Code 44664

Board Policy/Administrative Regulation #: AR 4115

Subject: Notice and description of the unsatisfactory performance

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees

Legal Code: Education Code 44842

Board Policy/Administrative Regulation #: AR 4112.1

Subject: Request to notify district of intent to remain in service for the following school year; copy of law

When/Whom to Notify: To certificated employees upon employment

Legal Code: Education Code 44916

Board Policy/Administrative Regulation #: AR 4112.1, AR 4121

Subject: Employment status and salary

When/Whom to Notify: To probationary employees in district with ADA of 250 or more, by March 15 of employee's second consecutive year of employment

Legal Code: Education Code 44929.21
Board Policy/Administrative Regulation #: AR 4117.6
Subject: Whether or not employee is reelected for next school year

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause
Legal Code: Education Code 4493
Board Policy/Administrative Regulation #: AR 4117.4, AR 4118
Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct
Legal Code: Education Code 44938
Board Policy/Administrative Regulation #: AR 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings
Legal Code: Education Code 44940.5

Board Policy/Administrative Regulation #: AR 4118
Subject: Notice of intent to dismiss 30 days from notice

When/Whom to Notify: To probationary employees 30 days prior to dismissal, or not later than March 15 for second- year probationary employees
Legal Code: Education Code 44948.3
Board Policy/Administrative Regulation #: AR 4117.4
Subject: Reasons for dismissal and opportunity to appeal

When/Whom to Notify: To probationary employees in districts with less than 250 ADA, before notice of nonreelection but no later than March 15, with final notice by May 15
Legal Code: Education Code 44948.5
Board Policy/Administrative Regulation #: AR 4117.4
Subject: Recommendation of nonreelection notice for reason other than personnel reduction; statement of reasons upon request

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with final notice by May 15
Legal Code: Education Code 44949, 44955
Board Policy/Administrative Regulation #: BP 4117.3
Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

When/Whom to Notify: On or before June 30, to temporary employee who served 75 percent of school year but will be released

Legal Code: Education Code 44954
Board Policy/Administrative Regulation #: BP 4121
Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: To teacher, when student engages in or is reasonably suspected of specified acts
Legal Code: Education Code 49079
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct
Legal Code: 5 CCR 80303
Board Policy/Administrative Regulation #: AR 4117.7
Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

III. To Classified Employees

When/Whom to Notify: To teachers when school is identified for Title I program improvement restructuring
Legal Code: 20 USC 6316
Board Policy/Administrative Regulation #: AR 0520.2
Subject: School identified for restructuring opportunity to comment and participate

When/Whom to Notify: To classified employee charged with mandatory leave of absence offense, in merit system district
Legal Code: Education Code 44940.5
Board Policy/Administrative Regulation #: AR 4218
Subject: Notice of intent to dismiss in 30 days

When/Whom to Notify: When classified employee is subject to disciplinary action for cause, in nonmerit district
Legal Code: Education Code 45113
Board Policy/Administrative Regulation #: AR 4218
Subject: Notice of charges, procedures, and employee rights

When/Whom to Notify: To classified employees, at least 45 days prior to layoff, or by April 29 if specially funded program is expiring
Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: Notice of layoff and reemployment rights

When/Whom to Notify: To classified employees upon employment and upon each change in classification

Legal Code: Education Code 45169
Board Policy/Administrative Regulation #: AR 4212
Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To classified permanent employee whose leave is exhausted
Legal Code: Education Code 45192, 45195
Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11
Subject: Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment
Legal Code: 49 CFR 382.601
Board Policy/Administrative Regulation #: BP 4112.42/4212.42/4312.42
Subject: Explanation of federal requirements for drug testing program and district's policy

When/Whom to Notify: To school bus drivers and school activity bus drivers upon employment and at least one per year thereafter
Legal Code: 13 CCR 2480

Board Policy/Administrative Regulation #: AR 3542
Subject: Limitations on vehicle idling; consequences of not complying

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment
Legal Code: 49 CFR 382.601
Board Policy/Administrative Regulation #: BP 4112.42/4212.42/4312.42
Subject: Explanation of federal requirements for drug testing program and district's policy

IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract
Legal Code: Education Code 35031
Board Policy/Administrative Regulation #: BP 4312.1
Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position
Legal Code: Education Code 44896
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Statement of the reasons for the release or reassignment

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year

Legal Code: Education Code 44951
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: Prior to placing derogatory information in personnel file
Legal Code: Education Code 44031
Board Policy/Administrative Regulation #: AR 4112.6/4212.6 /4312.6
Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee
Legal Code: Government Code 54957
Board Policy/Administrative Regulation #: BB 9321
Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: Notice or training to employee with access to confidential information
Legal Code: Government Code 54963
Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23
Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: Within one working day of work-related injury or victimization of crime at workplace
Legal Code: Labor Code 3553, 5401
Board Policy/Administrative Regulation #: BP 4157.1/4257.1/4357.1
Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification
Legal Code: Penal Code 11105, 11105.2
Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5
Subject: Copy of DOJ notification

When/Whom to Notify: Within five days of employee's request for family care and medical leave
Legal Code: 2 CCR 11049, 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Whether or not employee is eligible for FMLA leave

When/Whom to Notify: To any employee with exposure to bloodborne pathogens, upon initial employment and at least annually thereafter
Legal Code: 8 CCR 3204, 5193

Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42

Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation

Legal Code: 8 CCR 5191

Board Policy/Administrative Regulation #: AR 3514.1

Subject: Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

When/Whom to Notify: To any employee who may be exposed to hazardous substance in the work area, upon initial assignment and when new hazard is introduced into work area

Legal Code: 8 CCR 5194

Board Policy/Administrative Regulation #: AR 3514.1

Subject: Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave

Legal Code: 38 USC 4334

Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5

Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five days of employee's request for family care and medical leave

Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Whether or not employee is eligible for FMLA leave, rights and obligations; consequences of failure to meet obligations

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee

Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Rights and responsibilities re: use of FMLA; consequence of failure to meet obligations

When/Whom to Notify: Within five days of receiving information to determine if leave qualifies for FMLA

Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Designation of leave as FMLA or non-FMLA; any requirement to use paid leave; any requirement for fitness- for-duty certification; any subsequent changes in designation notice

E 4112.9 (j)

Exhibit SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: September 16, 2015

Adopted:

King City, California

BP 4143, 4243 Personnel

Negotiations/Consultation

The Governing Board recognizes its responsibility to represent the public's interests in the collective bargaining process. In negotiating agreements on employee contracts, the Board shall balance the needs of staff and the priorities of the district in order to provide students with a high-quality instructional program based on a sound, realistic budget.

(cf. 0200 - Goals for the School District)
(cf. 3100 - Budget)
(cf. 4140/4240 - Bargaining Units)
(cf. 4141/4241 - Collective Bargaining Agreement)

~~***Note: As amended by AB 1611 (Ch. 801, Statutes of 2014), Government Code 3543.2 requires advance "reasonable written notice" to the exclusive employee representative whenever the district intends to make any change to matters within the scope of representation of the exclusive representative. This amendment to law is consistent with previous decisions by the Public Employment Relations Board (PERB). ***~~

When the district intends to make any change to matters within the scope of representation, it shall give reasonable written notice of its intent to the exclusive representative for the purpose of providing the exclusive representative a reasonable amount of time to negotiate with the district regarding the proposed changes. (Government Code 3543.2)

~~***Note: Pursuant to Government Code 3543.1, a reasonable number of employees must be granted paid released time during the work day to participate in negotiations. In such cases, the employee is compensated by the district. This released time is distinct from the time off allowed pursuant to Education Code 44987 and 45210 for employees to serve as elected officers of their local, statewide, or national employee organization, which is reimbursed by the employee organization, except as negotiated otherwise for classified bargaining units; see AR 4161.2/4261.2/4361.2 Personal Leaves. ***~~

A reasonable number of representatives of the employee organization shall have the right to receive reasonable periods of released time without loss of district compensation when meeting and negotiating and/or for the processing of grievances. (Government Code 3543.1)

The Board shall negotiate in good faith with exclusive employee representatives on wages, hours of employment, and other terms and conditions of employment identified in law as being within the scope of representation. (Government Code 3543.2)

The Board believes that effective negotiations require the input of all levels of the administration. The Board shall establish a bargaining team to assist in analyzing contract provisions and conducting contract negotiations.

The Board and State Administrator/Superintendent shall provide its negotiator(s) with expected outcomes and clear parameters for acceptable contract provisions which promote the realization of district goals and priorities.

In consultation with the State Administrator/Superintendent and employee organization, the Board shall determine the collective bargaining approach or method to be used.

The Board with its bargaining team shall establish standards of conduct pertaining to the negotiations process for individual Board members and members of the bargaining team. Certain meetings related to negotiations shall be held in closed session in accordance with Government Code 3549.1 when not required by state open meeting laws (the Brown Act) to be held in public. Matters discussed in these meetings shall be kept in strict confidence.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9010 - Public Statements)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9321 - Closed Session Purposes and Agendas)

The Board and its negotiator(s) shall not knowingly provide the employee organization with inaccurate information regarding the financial resources of the district. (Government Code 3543.5)

The Board shall closely monitor the progress of negotiations and carefully consider how proposed contract provisions would affect the district's short- and long-term fiscal, programmatic, instructional, and personnel goals.

(cf. 3100 - Budget)

~~The Board and/or Superintendent shall keep the public informed about the progress of negotiations and the ways in which negotiations may affect district goals.~~

~~*(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)*~~

~~***Note: Government Code 3547 and 3547.5 require the Board and exclusive representative, at public meetings, to present their initial contract proposals before commencing negotiations and to make public the major provisions of the proposed agreement before entering into such agreement; see BP 4143.1/4243.1 - Public Notice - Personnel Negotiations.***~~

The Board and/or State Administrator/Superintendent or designee shall keep the public informed about the progress of negotiations and the ways in which negotiations may affect district goals unless otherwise agreed upon by the district and exclusive representative.

(cf. 4143.1/4243.1- Public Notice - Personnel Negotiations)

Whenever the district has a qualified or negative certification on an interim fiscal report, it shall allow the county office of education at least 10 working days to review and comment on any proposed agreement with exclusive representatives of employees. The district shall provide the County Superintendent of Schools with all information relevant to gain an understanding of the financial impact of any final collective bargaining agreement. (Government Code 3540.2)

(cf. 3460 - Financial Reports and Accountability)

Once the final terms of the agreement have been ratified by the membership of the employee organization, the contract shall be presented to the Board at a public meeting for acceptance.

Any agreement adopted by the Board may be for a term not to exceed three years. (Government Code 3540.1)

In the event of an impasse in negotiations, the Board shall participate in good faith in state mediation and fact-finding procedures pursuant to Government Code 3548-3548.8. (Government Code 3543.5)

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

Following adoption of the collective bargaining agreement, any subsequent amendments shall be executed in writing by the Board and the employees' exclusive representative.

Consultation

The exclusive representative of certificated staff may consult with the Board on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

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

(cf. 9310 - Board Policies)

Legal Reference:

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

Management Resources:

CSBA PUBLICATIONS

Collective Bargaining DVD-ROM

Maximizing School Board Governance: Collective Bargaining

Before the Strike: Planning Ahead in Difficult Negotiations, 1996

WEB SITES

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

California Public Employee Relations: <http://cper.berkeley.edu>

Center for Collaborative Solutions: <http://www.ccscenter.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

State Mediation and Conciliation Service (SMCS): <http://www.dir.ca.gov/csmcs/smcs.html>
(10/95) 3/07

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

First Reading: September 16, 2015

Adopted:

King City, California

BP 5111 Students

Admission

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

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

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5111.1 - District Residency)
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125 - Student Records)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)

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

(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)
(cf. 5118 - Open Enrollment Act Transfers)

Legal Reference:

EDUCATION CODE

~~46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten~~
~~46600 Agreements for admission of students desiring interdistrict attendance~~
~~48000 Minimum age of admission (kindergarten)~~
~~48002 Evidence of minimum age required to enter kindergarten or first grade~~
~~48010 Minimum age of admission (first grade)~~
~~48011 Admission from kindergarten or other school; minimum age~~
~~48050-48053 Nonresidents~~
~~48200 Children between ages of 6 and 18 years (compulsory full-time education)~~

~~48350-48361 Open Enrollment Act~~
~~48850-48859 Educational placement of foster youth~~
~~49076 Access to records by persons without written consent or under judicial order~~
~~49408 Information of use in emergencies~~
~~49700-49704 Education of children of military families~~
~~HEALTH AND SAFETY CODE~~
~~120325-120380 Education and child care facility immunization requirements~~
~~121475-121520 Tuberculosis tests for students~~
~~CODE OF REGULATIONS, TITLE 5~~
~~200 Promotion from kindergarten to first grade~~
~~201 Admission to high school~~
~~CODE OF REGULATIONS, TITLE 17~~
~~6000-6075 School attendance immunization requirements~~
~~UNITED STATES CODE, TITLE 42~~
~~11431-11435 McKinney Homeless Assistance Act~~
~~Management Resources:~~
~~CSBA PUBLICATIONS~~
~~Transitional Kindergarten, Issue Brief, July 2011~~
~~OFFICE FOR CIVIL RIGHTS, U.S. DEPARTMENT OF EDUCATION PUBLICATIONS~~
~~Dear Colleague Letter, May 6, 2011~~
~~WEB SITES~~
~~CSBA: <http://www.esba.org>~~
~~California Department of Education: <http://www.cde.ca.gov>~~
~~Office for Civil Rights, U.S. Department of Education: <http://www2.ed.gov/about/offices/list/ocr>~~
~~(6/90-6/91)-11/11~~

*****Note:** The following optional paragraph may be revised to reflect district practice. Education Code 48354 requires the district to give priority for enrollment to students residing in the district, including students applying for intradistrict open enrollment, over students transferring from a school identified under the Open Enrollment Act (Education Code 48350-48361). Thus, the district needs to align the application windows for various attendance options in a manner that will allow the district to meet legal requirements pertaining to admissions priorities. See BP/AR 5116.1—Intradistrict Open Enrollment and BP/AR 5118—Open Enrollment Act Transfers for application windows applicable to those options. *******

When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not reside within the district or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.

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

(cf. 5118 - Open Enrollment Act Transfers)

~~***Note: Education Code 49452.9, as added by AB 2706 (Ch. 827, Statutes of 2014), requires the district's enrollment forms for the 2015-16, 2016-17, and 2017-18 school years to include an informational item about affordable health care options and available enrollment assistance. Pursuant to Education Code 49452.9, the district could accomplish this by developing an informational item or amending its existing forms, or by using a template or attaching a fact sheet to be developed by the California Department of Education.***~~

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

(cf. 0410 - Nondiscrimination in District Programs and Activities)**Legal Reference:****EDUCATION CODE**

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

46600 Agreements for admission of students desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

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

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

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

48350-48361 Open Enrollment Act

48850-48859 Educational placement of homeless and foster youth

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

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

49700-49704 Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

**6000-6075 School attendance immunization requirements
UNITED STATES CODE, TITLE 42
11431-11435 McKinney Homeless Assistance Act**

Management Resources:

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

Dear Colleague Letter, May 6, 2011

WEB SITES

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

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

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

<http://www2.ed.gov/about/offices/list/ocr>

(6/91 11/11) 4/15

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: September 16, 2015

Adopted:

King City, California

BP 5113.1 Students

Chronic Absence And Truancy

The Governing Board believes that excessive student absenteeism and tardiness, whether caused by excused or unexcused absences, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district.

(cf. 5113 - Absences and Excuses)

~~***Note: Other tools to calculate chronic absence are available, such as the District Attendance Tracking Tool and School Attendance Tracking Tool from Attendance Works and an online software application from OnTrackCA; see the management resources listed below in this policy.***~~

The State Administrator/Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students who are chronic absentees and truants, as defined in law and administrative regulation, and to identify patterns of absence throughout the district. He/she shall provide the Board with data on school attendance, chronic absence, and truancy rates for all district students, for each school, and for each numerically significant student subgroup as defined in Education Code 52052. Such data shall be disaggregated and used in the development of annual goals and specific actions for student attendance and engagement and for inclusion in the district's local control and accountability plan and other applicable school and district plans.

(cf. 0400 - Comprehensive Plans)

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

The State Administrator/Superintendent or designee shall develop strategies that focus on prevention of attendance problems, which may include, but are not limited to, efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, school-based health services, and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance. The State Administrator/Superintendent or designee also shall develop strategies that enable early outreach to students as soon as they show signs of poor attendance.

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

(cf. 5126 - Awards for Achievement)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

- (cf. 5137 - Positive School Climate)**
- (cf. 5141.6 - School Health Services)**
- (cf. 5145.3 - Nondiscrimination/Harassment)**

The State Administrator/Superintendent or designee shall establish a system to accurately track and monitor student attendance, including methods to identify students classified as chronic absentees and truants, as defined in law and administrative regulation.

To encourage school attendance, the State Administrator/Superintendent or designee shall develop strategies that focus on prevention and early intervention of attendance problems. Preventive strategies may include efforts to provide a safe and positive school environment, relevant and engaging learning experiences, and school activities that help develop students' feelings of connectedness with the schools. The State Administrator/Superintendent or designee also may provide incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance.

- (cf. 0410 - Nondiscrimination in District Programs and Activities)*
- (cf. 0450 - Comprehensive Safety Plan)*
- (cf. 5126 - Awards for Achievement)*
- (cf. 5131 - Conduct)*
- (cf. 5137 - Positive School Climate)*
- (cf. 5145.3 - Nondiscrimination/Harassment)*

The State Administrator/Superintendent or designee shall work with students and parents/guardians to identify factors contributing to chronic absence and truancy. Based on this needs assessment, he/she shall collaborate with community agencies, including, but not limited to, child welfare services, law enforcement, courts, and/or public health care agencies, to ensure that alternative educational programs and nutrition, health care, and other support services are available for students and families and to intervene as necessary when students have serious attendance problems.

- (cf. 1020 - Youth Services)*
- (cf. 3550 - Food Service/Child Nutrition Program)*
- (cf. 5030 - Student Wellness)*
- (cf. 5145.6 - School Health Services)*
- (cf. 5146 - Married/Pregnant/Parenting Students)*
- (cf. 5147 - Dropout Prevention)*
- (cf. 5149 - At-Risk Students)*
- (cf. 6158 - Independent Study)*
- (cf. 6164.2 - Guidance/Counseling Services)*
- (cf. 6164.5 - Student Success Teams)*
- (cf. 6173 - Education for Homeless Children)*
- (cf. 6173.1 - Education for Foster Youth)*
- (cf. 6173.2 - Education of Children of Military Families)*
- (cf. 6175 - Migrant Education Program)*
- (cf. 6179 - Supplemental Instruction)*
- (cf. 6181 - Alternative Schools/Programs of Choice)*
- (cf. 6183 - Home and Hospital Instruction)*

(cf. 6184 - Continuation Education)
 (cf. 6185 - Community Day School)

As required by law, habitually truant students shall be referred to a district truancy specialist, a truancy mediation program operated by the county's district attorney or probation officer, and/or a juvenile court.

The State Administrator/Superintendent or designee shall regularly analyze data on student absence to identify patterns of absence district wide and by school, grade level, and student population. Such data shall be used to identify common barriers to attendance, prioritize resources for intervention, and monitor progress over time. The State Administrator/Superintendent or designee shall periodically report this information to the Board for purposes of evaluating the effectiveness of strategies implemented to reduce chronic absence and truancy and making changes as needed. As appropriate, the State Administrator/Superintendent or designee also shall provide this information to key school staff and community agency partners to engage them in program evaluation and improvement.

Legal Reference:

EDUCATION CODE

1740 Employment of personnel to supervise attendance (county superintendent)
 37223 Weekend classes
 41601 Reports of average daily attendance
 46000 Records (attendance)
 46010-46014 Absences
 46110-46119 Attendance in kindergarten and elementary schools
 46140-46147 Attendance in junior high and high schools
 48200-48208 Children ages 6-18 (compulsory full-time attendance)
 48240-48246 Supervisors of attendance
 48260-48273 Truants
 48290-48296 Failure to comply; complaints against parents
 48320-48325 School attendance review boards
 48340-48341 Improvement of student attendance
 48400-48403 Compulsory continuation education
 49067 Unexcused absences as cause of failing grade
 60901 Chronic absence

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

PENAL CODE

270.1 Chronic truancy; parent/guardian misdemeanor
 272 Parent/guardian duty to supervise and control minor child; criminal liability for truancy
 830.1 Peace officers

VEHICLE CODE

13202.7 Driving privileges; minors; suspension or delay for habitual truancy
WELFARE AND INSTITUTIONS CODE
601-601.4 Habitually truant minors
11253.5 Compulsory school attendance
CODE OF REGULATIONS, TITLE 5
306 Explanation of absence
420-421 Record of verification of absence due to illness and other causes

Management Resources:

CSBA PUBLICATIONS

Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

School Attendance Review Board Handbook, 2009

School Attendance Improvement Handbook, 2000

WEB SITES

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

Attendance Counts: <http://www.attendancecounts.org>

California Association of Supervisors of Child Welfare and Attendance:

<http://www.cascwa.org>

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

(11/99) 11/10

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: September 16, 2015

Adopted:

King City, California

BP 5126 Students

Awards For Achievement

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, athletic, extracurricular, or community service activities.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5127 - Graduation Ceremonies and Activities)
(cf. 6142.4 - Service Learning/Community Service Classes)

District/School Awards

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or cash gift.

The State Administrator/Superintendent or designee shall develop criteria for the selection of student award recipients.

Golden State Seal Merit Diploma

At graduation from high school, special recognition shall be awarded to those students whose academic achievements in core curriculum areas have been outstanding.

The State Administrator/Superintendent or designee shall identify high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

(cf. 6162.51 - Standardized Testing and Reporting Program)

Biliteracy Award

The district shall present the State Seal of Biliteracy to each graduating high school student who has attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English. (Education Code 51460-51464)

(cf. 6142:2 - World/Foreign Language Instruction)
(cf. 6174 - Education for English Language Learners)

Scholarship and Loan Fund

~~***Note: The following section is for use by districts that choose to establish and maintain a scholarship and loan fund pursuant to Education Code 35310-35319. If the district chooses to establish such a fund, it should revise the following paragraph to reflect only those purposes for~~

~~which it wishes to make funds available.***~~

The Board shall establish and maintain a scholarship and loan fund which may be used to provide interest-free loans for educational advancement, scholarship, or grants-in-aid to bona fide organizations, students, or graduates of district schools. (Education Code 35310, 35315)

**(cf. 1260 - Educational Foundation)
(cf. 3290 - Gifts, Grants and Bequests)**

The district's scholarship and loan fund shall be administered by a district committee composed of Board members, the State Administrator/Superintendent, and such other community, staff, administrative, and/or student representatives as determined by the Board. (Education Code 35310)

~~***Note: If the district chooses to establish and maintain a scholarship and loan fund, it is mandated pursuant to Education Code 35310 to develop rules and regulations specifying the term of office and method of selection of the committee appointed to administer the fund. The following paragraph may be revised to reflect district practice.***~~

The Board shall select its own representatives to the committee. Staff, community, and/or student representatives shall be selected by the State Administrator/Superintendent. Members of this committee shall serve two-year terms.

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

The committee may accept gifts, donations, and bequests made for the purposes of the fund and may prescribe conditions or restrictions on these gifts and bequests. If the donor imposes any conditions, the committee shall review the conditions and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may prohibit the committee from accepting any donation under conditions it finds incompatible with the fund's intents and purposes. (Education Code 35313)

The State Administrator/Superintendent or designee shall report to the Board at least annually regarding the status and activity of the fund. (Education Code 35319)

**Legal Reference:
EDUCATION CODE
220 Nondiscrimination
35160 Authority of governing boards**

35310-35319 Scholarship and loan funds
44015 Awards to employees and students
51243-51245 Credit for private school foreign language instruction
51450-51455 Golden State Seal Merit Diploma
51460-51464 State Seal of Biliteracy
52164.1 Assessment of English language skills of English learners
CODE OF REGULATIONS, TITLE 5
876 Golden State Seal Merit Diploma
1632 Credit for private school foreign language instruction
11510-11516 Assessment of English language development

Management Resources:

WEB SITES

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

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

Californians Together: <http://www.californianstogether.org>

(3/09 3/12) 4/15

Legal Reference:

EDUCATION CODE

~~220 Nondiscrimination~~

~~35160 Authority of governing boards~~

~~35310-35319 Scholarship and loan funds~~

~~44015 Awards to employees and students~~

~~51243-51245 Credit for private school foreign language instruction~~

~~51450-51455 Golden State Seal Merit Diploma~~

~~51460-51464 State Seal of Biliteracy~~

~~52164.1 Assessment of English language skills of English learners~~

CODE OF REGULATIONS, TITLE 5

~~876 Golden State Seal Merit Diploma~~

~~1632 Credit for private school foreign language instruction~~

~~11510-11516 California English Language Development Test~~

Management Resources:

WEB SITES

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

California Department of Education:

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

Californians Together: <http://www.californianstogether.org>

(7/04 3/09) 3/12

AR 5126 Students

Awards For Achievement

District/School Awards

The State Administrator/Superintendent or designee may appoint an awards committee at each school which may consist of school administrators, teachers, parents/guardians, community members, and student representatives. The committee shall submit recommendations for student awards to the State Administrator/Superintendent or designee for approval.

(cf. 1220 - Citizen Advisory Committees)

Individual awards in excess of \$200 must be expressly approved by the Governing Board.
(Education Code 44015)

Golden State Seal Merit Diploma

To be eligible to receive the Golden State Seal Merit Diploma upon high school graduation, a student shall complete all requirements for a high school diploma and demonstrate, in accordance with the means adopted by the State Board of Education, mastery of the curriculum in at least six subject areas, four of which shall be mathematics, English language arts, science, and United States history, with the remaining two subject matter areas selected by the student.
(Education Code 51451, 51452; 5 CCR 876)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6162.52 - High School Exit Examination)

~~To demonstrate mastery of these subject areas, the student shall earn a scaled score of 370 or above on six separate high school California Standards Tests (CST), including:~~

- ~~1. One mathematics exam, including Algebra II, Geometry, Summative High School Mathematics, or Integrated Mathematics 2 or 3~~
- ~~2. One English language arts exam at grade 9, 10, or 11~~
- ~~3. One science exam, including Biology, Chemistry, Physics, Earth Science, or Integrated/Coordinated Science 1, 2, 3, or 4~~
- ~~4. The grade 11 History Social Science exam (United States history)~~

- ~~5. Two CSTs of the student's choice, which may, include World History or any additional exams listed in items #1-4 above which have not already been used to establish eligibility~~

(cf. 6162.51 - Standardized Testing and Reporting Program)

The State Administrator/Superintendent or designee shall maintain appropriate records to identify students who are eligible for the merit diploma and shall affix an insignia to the diploma and transcript of each student awarded the merit diploma. (Education Code 51454)

(cf. 5125 - Student Records)

The State Administrator/Superintendent or designee shall submit an insignia request form to the California Department of Education in sufficient time to allow processing of the request prior to the high school graduation ceremony.

Biliteracy Award

~~To be eligible to receive the State Seal of Biliteracy upon graduation, a student shall meet all the following criteria: (Education Code 51461)~~

- ~~1. Complete all English language arts requirements for high school graduation with an overall grade point average (GPA) of 2.0 or above in those classes~~
- ~~2. Pass the CST in English language arts administered in grade 11 at the proficient level or above~~
- ~~3. Demonstrate proficiency in one or more foreign languages, which may include American sign language, by fulfilling one (1) of the following criteria:
 - ~~a. Pass a foreign language Advanced Placement examination with a score of 3 or higher or an International Baccalaureate examination with a score of 4 or higher~~~~

(cf. 6141.5 - Advanced Placement)

- ~~b. Successfully complete a four-year high school course of study in a foreign language, attaining an overall GPA of 3.0 or above in that course of study~~

(cf. 6142.2 - World/Foreign Language Instruction)

- ~~e. Pass a district language examination that meets the rigor of a four-year high school course of study in that language, provided the test has been certified to or approved by the Superintendent of Public Instruction~~
- ~~d. Pass the SAT II foreign language examination with a score of 600 or higher~~

Biliteracy Award

~~***Note: The following optional section is for use by districts that maintain high schools and choose to recognize graduating students' bilingual/multilingual proficiency with the State Seal of Biliteracy pursuant to Education Code 51460-51464; see the accompanying Board policy. Districts that choose to present district-level biliteracy awards to students at other grade levels may revise the following section to add eligibility criteria for those awards. ***~~

~~***Note: For students whose primary language is other than English, Education Code 51461 also requires attainment of the early-advanced proficiency level on the state's English language proficiency assessment. The California English Language Development Test (CELDT) is the state test designated for this purpose; however, by the 2016-17 school year the CELDT will be replaced by the English Language Proficiency Assessments for California (ELPAC) which is aligned with the 2012 state standards for English language development. ***~~

To be eligible to receive the State Seal of Biliteracy upon graduation, a student shall demonstrate, in accordance with state criteria, proficiency in English and at least one other language, which may include American Sign Language. A student whose primary language is other than English shall also attain the required proficiency level on the state test of English language proficiency. (Education Code 51461)

(cf. 6141.5 - Advanced Placement)

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6174 - Education for English Language Learners)

~~In addition to meeting the criteria in items #1-3 above, a student in any of grades 9-12 whose primary language is other than English shall attain the early-advanced proficiency level or higher on the California English Language Development Test (CELDT). As necessary for this purpose, the district may administer the CELDT an additional time outside of the regularly scheduled administration specified in AR 6174 - Education for English Language Learners. (Education Code 51461)~~

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

The State Administrator/Superintendent or designee shall maintain appropriate records to identify high school students who qualify for the award and shall affix the insignia to the diploma or transcript of each student who earns the award. (Education Code 51463)

Notifications

The State Administrator/Superintendent or designee shall annually distribute information about eligibility requirements for the Golden State Seal Merit Diploma, State Seal of Biliteracy, and/or any district awards programs to students at the applicable grade levels.

(7/04 3/09) 3/12

AR 5126 (d)

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: September 16, 2015

Adopted:

King City, California

Students

Required Parental Attendance

***Note: If the district chooses to authorize its teachers to require parents/guardians to attend a portion of a school day in their child's classroom when their child has been removed from class pursuant to Education Code 48910 for the reasons specified in Education Code 48900(i) (obscene act or habitual profanity or vulgarity) or 48900(k) (disruption of school activities or willful defiance), Education Code 48900.1 mandates the Governing Board to adopt policy and specified procedures. ***

***Note: Pursuant to Education Code 48900.1, this policy must be adopted pursuant to the procedures specified in Education Code 35291-35291.5 and parents/guardians must be notified of the policy prior to its implementation. ***

The Governing Board is committed to providing a safe school environment and setting expectations for appropriate student conduct. The State Administrator/Superintendent or designee may involve parents/guardians in student discipline as necessary to improve a student's behavior and encourage personal responsibility.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

(cf. 5144 - Discipline)

(cf. 6020 - Parent Involvement)

***Note: Education Code 48900(k), as amended by AB 420 (Ch. 660, Statutes of 2014), prohibits a district from suspending grades K-3 students for disruption or willful defiance; see BP/AR 5144.1 - Suspension and Expulsion/Due Process. However, an exception exists in Education Code 48910 allowing teachers to remove students, including a K-3 student, from class for the day of the removal and the following day for any act listed in Education Code 48900. ***

When removing a student from class pursuant to Education Code 48910 for committing an act of obscenity, habitual profanity or vulgarity, disruption of school activities, or willful defiance, the teacher of the class may require any parent/guardian who lives with the student to accompany the student for a portion of a school day in the class from which the student has been removed. (Education Code 48900.1)

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

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

Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)

District and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. (Education Code 48900.1)

Legal Reference:

EDUCATION CODE

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48900-48927 Suspension and expulsion, especially:

48900 Grounds for suspension and expulsion

48900.1 Required parental attendance

48910 Suspension by teacher

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

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

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

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

California Attorney General's Office: <http://www.oag.ca.gov>

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

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

<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Drug-Free Schools:

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

4/15

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: September 16, 2015

Adopted:

King City, California

Students

Required Parental Attendance

~~***Note: If the district chooses to authorize its teachers to require parents/guardians to attend a portion of a school day in their child's classroom when their child has been removed from class pursuant to Education Code 48910 for the reasons specified in Education Code 48900(i) (obscene act or habitual profanity or vulgarity) or 48900(k) (disruption of school activities or willful defiance), Education Code 48900.1 mandates that the district adopt specified procedures as reflected in the following administrative regulation.***~~

Whenever a teacher requires a parent/guardian to attend a portion of a school day with his/her child for the child's commission of an act specified in Education Code 48900(i) or (k), the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is required pursuant to law. (Education Code 48900.1)

(cf. 5144 - Discipline)

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

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

(cf. 5145.6 - Parental Notifications)

~~***Note: Items #1-4 below should be modified to reflect district practice.***~~

The notice shall:

1. Inform the parent/guardian of the date that his/her presence is expected, the length of the visit, and by what means he/she may arrange an alternate date
2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student
3. Direct the parent/guardian to meet with the principal after the visit and before leaving school

~~***Note: Pursuant to Education Code 48900.1, the district must take into account reasonable factors that may prevent the parent/guardian from complying with the parental attendance requirement, such as illness, injury, disability, risk of losing his/her job or compensation, or absence from town.***~~

4. Direct the parent/guardian to contact the school if there are reasonable factors that would prevent him/her from complying with the attendance requirement

Attendance of the parent/guardian shall be limited to the class from which the student was removed. (Education Code 48900.1)

~~***Note: For any district that authorizes parental attendance as a disciplinary option, Education Code 48900.1 mandates that the district's procedures ensure that parents/guardians who attend school meet with the principal or designee after completing the classroom visitation and before leaving the school. The following paragraph may be revised to reflect district practice.***~~

A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)

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

At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.

~~***Note: For any district that authorizes parental attendance as a disciplinary option, Education Code 48900.1 mandates that the district's policy include procedures for contacting parents/guardians who do not respond to the request to attend. The following paragraph may be revised to reflect district practice.***~~

When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by any method that maintains the confidentiality of the student's records.

(cf. 5125 - Student Records)

4/15

Regulations: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: September 16 2015

Adopted:

King City, California

E 5145.6 Students

Cautionary Notice: Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2014 (SB 852, Ch. 25, Statutes of 2014) extends the suspension of these requirements through the 2014-15 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety may be suspended.

Parental Notifications

Note: The following exhibit lists notices which the law requires be provided to parents/guardians. Unless otherwise indicated, code numbers below refer to Education Code sections.

I. Annually

~~When to notify: Beginning of each school year
Education or other legal code: 17612, 48980.3
Board Policy/Administrative Regulation: AR 3514.2
Subject: Use of pesticide product, active ingredients, Internet address to access information~~

**When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 17611.5, 17612, 48980.3
Board Policy/Administrative Regulation #: See AR 3514.2
Subject: Use of pesticide product, active ingredients, Internet address to access information, and, if district uses certain pesticides, integrated pest management plan**

When to notify: Annually by February 1
Education or other legal code: 35256
Board Policy/Administrative Regulation: BP 0510
Subject: School Accountability Report Card provided

When to notify: Beginning of each school year
Education or other legal code: 35291, 48980

Board Policy/Administrative Regulation: AR 5144, AR 5144.1
Subject: District and site discipline rules

When to notify: Beginning of each school year
Education or other legal code: 46010.1
Board Policy/Administrative Regulation: BP 5113
Subject: Absence for confidential medical services

When to notify: Beginning of each school year
Education or other legal code: 48980
Board Policy/Administrative Regulation: BP 6111
Subject: Schedule of minimum days

When to notify: Beginning of each school year
Education or other legal code: 48980, 231.5; 5 CCR 4917
Board Policy/Administrative Regulation: AR 5145.7
Subject: Sexual harassment policy as related to students

When to notify: Beginning of each school year
Education or other legal code: 48980, 32255-32255.6
Board Policy/Administrative Regulation: AR 5145.8

Subject: Right to refrain from harmful or destructive use of animals

When to notify: Beginning of each school year
Education or other legal code: 48980, 35160.5, 46600-46611, 48204
Board Policy/Administrative Regulation: AR 5111.1, AR 5116.1, AR 5117
Subject: All statutory attendance options, available local attendance options, options for meeting residency

When to notify: Beginning of each school year
Education or other legal code: 48980, 46014
Board Policy/Administrative Regulation: BP 5113,m AR 5113
Subject: Absence for religious purposes, if Board has adopted resolution allowing such absence

When to notify: Beginning of each school year
Education or other legal code: 48980, 48205
Board Policy/Administrative Regulation: BP 5113, AR 5113, AR 6154

Subject: Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed

When to notify: Beginning of each school year
Education or other legal code: 48980, 48206.3, 48207, 48208
Board Policy/Administrative Regulation: AR 6183
Subject: Availability of home/hospital instruction for students with temporary disabilities

When to notify: Beginning of each school year
Education or other legal code: 48980, 49403
Board Policy/Administrative Regulation: BP 5141.31
Subject: Consent to school immunization program

When to notify: Beginning of each school year
Education or other legal code: 48980, 49423, 49480
Board Policy/Administrative Regulation: AR 5141.21
Subject: Administration of prescribed medication

When to notify: Beginning of each school year
Education or other legal code: 48980, 49451; 20 USC 1232h
Board Policy/Administrative Regulation: AR 5141.3
Subject: Right to refuse consent to physical examination

When to notify: Beginning of each school year
Education or other legal code: 48980, 49472
Board Policy/Administrative Regulation: BP 5143
Subject: Availability of insurance

When to notify: Beginning of each school year
Education or other legal code: 49063
Board Policy/Administrative Regulation: AR 5125, AR 5125.3
Subject: Challenge, review, and expunging of records

When to notify: Beginning of each school year
Education or other legal code: 49063, 49069; 20 USC 1232g; 34 CFR 99.7
Board Policy/Administrative Regulation: AR 5125
Subject: Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability

When to notify: Beginning of each school year
Education or other legal code: 49063, 49073; 20 USC 1232g; 34 CFR 99.37
Board Policy/Administrative Regulation: AR 5125.1
Subject: Release of directory information

When to notify: Beginning of each school year
Education or other legal code: 49520, 48980; 42 USC 1758; 7 CFR 245.5
Board Policy/Administrative Regulation: AR 3553
Subject: Free and reduced price meals

When to notify: Annually
Education or other legal code: 56301
Board Policy/Administrative Regulation: BP 6164.4

Subject: Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment

When to notify: Beginning of each school year
Education or other legal code: 58501, 48980
Board Policy/Administrative Regulation: AR 6181
Subject: Alternative schools

When to notify: Annually
Education or other legal code: Health & Safety Code 104855
Board Policy/Administrative Regulation: AR 5141.6
Subject: Availability of dental fluoride treatment; opportunity to accept or deny treatment

When to notify: Annually
Education or other legal code: 5 CCR 4622
Board Policy/Administrative Regulation: AR 1312.3
Subject: Uniform complaint procedures, available appeals, civil law remedies, and identity of coordinator

When to notify: Beginning of each school year
Education or other legal code: 20 USC 1232h
AR 5022, BP 6162.8

Subject: Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities

When to notify: Beginning of each school year, if district receives Title I funds
Education or other legal code: 20 USC 6311; 34 CFR 200.61
Board Policy/Administrative Regulation: AR 4112.24, AR 4222
Subject: Right to request information re: professional qualifications of child's teacher and paraprofessional

When to notify: Annually, if district schools have been identified for program program improvement or corrective action
Education or other legal code: 20 USC 6316
Board Policy/Administrative Regulation: AR 0520.2
Subject: Availability of supplemental educational services, identity of providers, description of services, qualifications, effectiveness of providers

When to notify: Beginning of each school year
Education or other legal code: 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation: BP 0410, BP 6178
Subject: Nondiscrimination

When to notify: Annually to parent, teacher, and employee organizations or, in their absence, individuals
Education or other legal code: 40 CFR 763.84, 763.93

Board Policy/Administrative Regulation: AR 3514

Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

II. At Specific Times During the Student's Academic Career

When to notify: Beginning in grade 7, at least once prior to course selection and career counseling

Education or other legal code: 221.5, 48980

Board Policy/Administrative Regulation: AR 6164.2

Subject: Course selection and selection and career counseling

When to notify: When child first enrolls in a public school, if the school offers a fingerprinting program

Education or other legal code: 32390, 48980

Board Policy/Administrative Regulation: AR 5142.1

Subject: Fingerprinting program

When to notify: Upon registration in K-6, if students have not previously been transported

Education or other legal code: 39831.5

Board Policy/Administrative Regulation: AR 3543

Subject: School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops

When to notify: Beginning of each school year for high school students, if high school is open campus

Education or other legal code: 44808.5, 48980

Board Policy/Administrative Regulation: AR 5112.5

Subject: students have not previously open campus

When to notify: Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement

Education or other legal code: 48980, 51225.3

Board Policy/Administrative Regulation: AR 6146.1

Subject: How each high school graduation requirement does or does not satisfy college entrance a-g course criteria; list of district CTE courses that satisfy a-g course criteria

When to notify: Beginning of each school year, for high school students

Education or other legal code: 48980, 52244

Board Policy/Administrative Regulation: AR 6141.5

Subject: Availability of state funds to cover costs of advanced placement exam fees

When to notify: Beginning of each school year in grades 9-12 and when high school student transfers into the district

Education or other legal code: 48980, 60850

Board Policy/Administrative Regulation: AR 6162.52

Subject: Requirement to pass the high school exit exam including: date of exam, requirements for passing, consequences of not passing, and that passing is a condition of graduation

When to notify: When students entering grade 7

Education or other legal code: 49452.7

Board Policy/Administrative Regulation: AR 5141.3

Subject: Specified information on type 2 diabetes

When to notify: When in kindergarten, or first grade if not previously enrolled in public school

Education or other legal code: 49452.8

Board Policy/Administrative Regulation: AR 5141.32

Subject: Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights

When to notify: Beginning of each school year for students in grades 9-12

Education or other legal code: 51229, 48980

Board Policy/Administrative Regulation: AR 6143

Subject: College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors

When to notify: Beginning of each school year for students in grades 7-12

Education or other legal code: 51938, 48980

Board Policy/Administrative Regulation: AR 6142.1

Subject: Explanation of sex and HIV/AIDS instruction; right to view A/V materials, who's teaching, request specific Education Code sections, right to excuse

When to notify: Within 20 working days of receiving results of standardized achievement tests

Education or other legal code: 60641; 5 CCR 863

Board Policy/Administrative Regulation: AR 6162.51

Subject: Results of tests; test purpose, individual score and intended use

When/Whom to Notify: By October 15 for students in grade 12

Legal Code: Education Code 69432.9

Board Policy/Administrative Regulation #: AR 5125

Subject: Forwarding of student's grade point average to Cal Grant program; timeline to opt out

When to notify: To students in grades 11-12, early enough to enable registration for fall test

Education or other legal code: 5 CCR 11523
Board Policy/Administrative Regulation: AR 6146.2
Subject: Notice of proficiency examination provided under Education Code 48412

When to notify: To secondary students, if district receives Title I funds
Education or other legal code: 20 USC 7908
Board Policy/Administrative Regulation: AR 5125.1
Subject: Notice that parents may request district to not release name, address, phone number of child to military recruiters without prior written consent

III. When Special Circumstances Occur

When to notify: Upon receipt of a complaint alleging discrimination
Education or other legal code: 262.3
Board Policy/Administrative Regulation: AR 1312.3
Subject: Civil law remedies available to complainants

When to notify: When student has been placed in structured English immersion program
Education or other legal code: 310, 5 CCR 11309
Board Policy/Administrative Regulation: AR 6174
Subject: Placement of child in program and opportunity to apply for parental exception waiver

When to notify: When student is identified as English learner and district receives Title III funds, not 440; later than 30 days after beginning of school year
Education or other legal code: 20 USC 7012
Board Policy/Administrative Regulation: AR 6174
Subject: Student's identification for program for English learners; any failure of district to meet annual measurable achievement objectives

When to notify: Before high school student attends specialized secondary program on a university campus
Education or other legal code: 17288
Board Policy/Administrative Regulation: None
Subject: University campus buildings may not meet Education Code requirements for structural safety

When to notify: At least 72 hours before use of pesticide product use of pesticide product not included in annual list
Education or other legal code: 17612
Board Policy/Administrative Regulation: AR 3514.2
Subject: Intended use of pesticide product

When to notify: To members of athletic teams
Education or other legal code: 32221.5

Board Policy/Administrative Regulation: AR 5143
Subject: Offer of insurance; no-cost and low-cost program options

If school has lost its WASC accreditation status

Education or other legal code: 35178.4
Board Policy/Administrative Regulation: BP 6190
Subject: Loss of status, potential consequences

When/Whom to Notify: When district has contracted for electronic products or services that disseminate advertising

Legal Code: Education Code 35182.5

Board Policy/Administrative Regulation #: BP 3112

Subject: Advertising will be used in the classroom or learning center

When to notify: At least six months before implementing a schoolwide uniform policy
Education or other legal code: 35183
Board Policy/Administrative Regulation: AR 5132
Subject: Dress code policy requiring schoolwide uniform

When to notify: Beginning of each term, when student has not passed the exit exam by the end of grade 12
Education or other legal code: 37254
AR 6179
Subject: Availability of intensive instruction and services for two consecutive academic years and right to file complaint

When to notify: Before implementing a year-round schedule
Education or other legal code: 37616
Board Policy/Administrative Regulation: BP 6117
Subject: Year-round schedule

When to notify: When interdistrict transfer is requested and not approved or denied within 30 days
Education or other legal code: 46601
Board Policy/Administrative Regulation: AR 5117
Subject: Appeal process

When to notify: When student identified as being at risk of retention
Education or other legal code: 48070.5
Board Policy/Administrative Regulation: AR 5123
Subject: Student at risk of retention

When to notify: When student excluded due to quarantine, contagious or infectious disease,

danger to safety or health

Education or other legal code: 48213

Board Policy/Administrative Regulation: AR 5112.2, BP 5141.33

Subject: Student has been excluded from school

When to notify: Before student is excluded for lack of immunization

Education or other legal code: 48216

Board Policy/Administrative Regulation: AR 5141.31

Subject: Two weeks to submit evidence of immunization or exemption; referral to medical care

When to notify: When a student is classified a truant

Education or other legal code: 48260.5, 48262

Board Policy/Administrative Regulation: AR 5113.1

Subject: Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

When to notify: When a truant is referred to a SARB or probation department

Education or other legal code: 48263

Board Policy/Administrative Regulation: AR 5113.1

Subject: Name and address of SARB or probation department and reason for referral

When to notify: When a school is identified on the state's Open Enrollment List

Education or other legal code: 48354; 5 CCR 4702

Board Policy/Administrative Regulation: AR 5118

Subject: Student's option to transfer to another school

When to notify: Within 60 days of receiving application for transfer out of open enrollment school

Education or other legal code: 48357; 5 CCR 4702

Board Policy/Administrative Regulation: AR 5118

Subject: Whether student's transfer application is accepted or rejected; reasons for rejection

When to notify: Prior to involuntary transfer prior to continuation school

Education or other legal code: 48432.5

Board Policy/Administrative Regulation: AR 6184

Subject: Right to require meeting to involuntary transfer to continuation school

When/Whom to Notify: To person holding educational rights, prior to recommending placement of foster youth outside school of origin

Legal Code: Education Code 48853.5

Board Policy/Administrative Regulation #: AR 6173.1

Subject: Basis for the placement recommendation

When to notify: When student is removed from class and teacher requires parental attendance at

school

Education or other legal code: 48900.1

Board Policy/Administrative Regulation: BP 5144.1, AR 5144.1

Subject: Parental attendance required; timeline for attendance

When to notify: Prior to withholding grades, diplomas, or transcripts

Education or other legal code: 48904

Board Policy/Administrative Regulation: AR 5125.2

Subject: Damaged school property

When to notify: When withholding grades, diplomas or transcripts from transferring student

Education or other legal code: 48904.3

Board Policy/Administrative Regulation: AR 5125.2

Subject: Next school will continue withholding grades, diplomas, or transcripts

When to notify: When student is released to peace officer

Education or other legal code: 48906

Board Policy/Administrative Regulation: BP 5145.11

Subject: Release of student to peace officer

When to notify: At time of suspension

Education or other legal code: 48911

Board Policy/Administrative Regulation: BP 5144.1, AR 5144.1

Subject: Notice of suspension

When to notify: When original period of suspension is extended

Education or other legal code: 48911

Board Policy/Administrative Regulation: AR 5144.1

Subject: Extension of suspension

When to notify: Before holding a closed session re: suspension

Education or other legal code: 48912

Board Policy/Administrative Regulation: AR 5144.1

Subject: Intent to hold a closed session re: suspension

When to notify: When student expelled from another district for certain acts seeks admission

Education or other legal code: 48915.1, 48918

Board Policy/Administrative Regulation: BP 5119

Subject: Hearing re: possible danger presented by expelled student

When to notify: When readmission is denied

Education or other legal code: 48916

Board Policy/Administrative Regulation: AR 5144.1

Subject: Reasons for denial; determination of assigned program

When to notify: When expulsion occurs
Education or other legal code: 48916
Board Policy/Administrative Regulation: AR 5144.1
Subject: Description of readmission procedures

When to notify: 10 calendar days before expulsion hearing
Education or other legal code: 48918
Board Policy/Administrative Regulation: AR 5144.1
Subject: Notice of expulsion hearing

When to notify: When expulsion or suspension of expulsion occurs
Education or other legal code: 48918
Board Policy/Administrative Regulation: AR 5144.1
Subject: Decision to expel; right to appeal to county board; obligation to inform new district of status

When to notify: One month before the scheduled minimum day
Education or other legal code: 48980
Board Policy/Administrative Regulation: BP 6111
Subject: When minimum days scheduled after beginning of the school year

When to notify: When parents request guidelines for filing complaint of child abuse at a school site
Education or other legal code: 48987
Board Policy/Administrative Regulation: AR 5141.4
Subject: Guidelines for filing complaint of child abuse at a school site with local child protective agencies

When student in danger of failing a course
Education or other legal code: 49067
Board Policy/Administrative Regulation: AR 5121
Subject: Student in danger of failing a course

When student transfers from another district or private school
Education or other legal code: 49068
Board Policy/Administrative Regulation: AR 5125
Subject: Right to receive copy of student's record and to challenge its content

When to notify: Within 24 hours of release of information to a judge or probation officer
Education or other legal code: 49076
Board Policy/Administrative Regulation: AR 5125
Subject: Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition

When to notify: Before release of information pursuant to court order or subpoena
Education or other legal code: 49077
Board Policy/Administrative Regulation: AR 5125
Subject: Release of information pursuant to court order or subpoena

When to notify: When screening results in suspicion that student has scoliosis
Education or other legal code: 49452.5
Board Policy/Administrative Regulation: AR 5141.3
Subject: Scoliosis screening

When to notify: When test results in discovery of visual or hearing defects
Education or other legal code: 49456
Board Policy/Administrative Regulation: AR 5141.3
Subject: Vision or hearing test

When to notify: Annually to parents/guardians of student athletes before their first practice or competition
Education or other legal code: 49475
Board Policy/Administrative Regulation: AR 6145.2
Subject: Information on concussions and head injuries

When/Whom to Notify: To person holding educational rights, within 30 days of foster youth's transfer between high schools
Legal Code: Educational Code 51225.1
Board Policy/Administrative Regulation #: AR 6173.1
Subject: Exemption from local graduation requirements, effect on college admission, option for fifth year of high school

When to notify: Before any test questioning personal beliefs
Education or other legal code: 51513
Board Policy/Administrative Regulation: AR 5022
Subject: Permission for test, survey questioning personal beliefs

When to notify: Within 14 days of instruction if arrangement made for guest speaker after beginning of school year
Education or other legal code: 51938 AR
Board Policy/Administrative Regulation: 6142.1
Subject: Instruction in HIV/AIDS or sexual health education by guest speaker or outside consultant

When to notify: Prior to administering survey regarding health risks and behaviors to students in 7-12
Education or other legal code: 51938

Board Policy/Administrative Regulation: AR 5022
Subject: Notice that the survey will be administered

When to notify: Upon assessment and reassessment of English proficiency and enrollment in program of education for English language learners
Education or other legal code: 52164.1, 52164.3, 52173; 5 CCR 11303
Board Policy/Administrative Regulation: AR 6174
Subject: Assessment results; program of education for English language learners

When to notify: When migrant education program is established
Education or other legal code: 54444.2
Board Policy/Administrative Regulation: BP 6175, AR 6175
Subject: Parent advisory council membership composition

When to notify: When child participates in licensed child care and development program
Education or other legal code: Health & Safety Code 1596.857
Board Policy/Administrative Regulation: AR 5148
Subject: Parent right to enter facility

When to notify: When sharing student immunization information with an immunization system
Education or other legal code: Health & Safety Code 120440
Board Policy/Administrative Regulation: AR 5125
Subject: Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share

When to notify: When hearing is requested by person asked to leave school premises
Education or other legal code: Penal Code 627.5
Board Policy/Administrative Regulation: AR 3515.2
Subject: Notice of hearing

When to notify: Prior to student participation in gifted and talented program
Education or other legal code: 5 CCR 3831
Board Policy/Administrative Regulation: AR 6172
Subject: Gifted and talented student program

When to notify: When providing written decision in response to a complaint re: discrimination; special education, or noncompliance with law regulating educational programs
Education or other legal code: 5 CCR 4631
Board Policy/Administrative Regulation: AR 1312.3
Subject: Appeal rights and procedures

When to notify: Within 30 calendar days of receipt of CELDT results
Education or other legal code: 5 CCR 11511.5
Board Policy/Administrative Regulation: AR 6174

Subject: CELDT test results

When to notify: When child participates in licensed child care and development program

Education or other legal code: 5 CCR 18066

Board Policy/Administrative Regulation: AR 5148

Subject: Policies re: unexcused absences

When to notify: When district substantively changes policy on student privacy rights

Education or other legal code: 20 USC 1232h

Board Policy/Administrative Regulation: AR 5022

Subject: Notice of any substantive change in policy or regulation

When to notify: For districts receiving Title I funds, when child has been taught for four or more consecutive weeks by a teacher who is not "highly qualified"

Education or other legal code: 20 USC 6311

Board Policy/Administrative Regulation: AR 4112.24

Subject: Timely notice to parent of child's assignment

When to notify: When school identified for program improvement or corrective action, within 30 days of failure to make annual yearly progress

Education or other legal code: 20 USC 6312

Board Policy/Administrative Regulation: AR 0520.2

Subject: Notice of failure to parents of English language learners

When to notify: For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents of English learners

Education or other legal code: 20 USC 6312

Board Policy/Administrative Regulation: AR 6174

Subject: Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program

When to notify: When school identified for program improvement or corrective action

Education or other legal code: 20 USC 6316

Board Policy/Administrative Regulation: AR 0520.2, AR 5116.1

Subject: Explanation of identification, reasons, how problem will be addressed, how parents can become involved, transfer option, availability of supplemental services

When to notify: When district identified for program improvement

Education or other legal code: 20 USC 6316

Board Policy/Administrative Regulation: AR 0520.3

Subject: Explanation status, reasons for identification, how parents can participate in upgrading district

When to notify: For schools receiving Title I funds, upon development of parent involvement policy

Education or other legal code: 20 USC 6318

Board Policy/Administrative Regulation: AR 6020

Subject: Notice of policy

When to notify: When household is selected for verification of eligibility for free or reduced-price meals

Education or other legal code: 42 USC 1758; 7 CFR 246.6a

Board Policy/Administrative Regulation: AR 3553

Subject: Notice of need to submit verification information; any subsequent change in benefits; right to appeal

When to notify: When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30

Education or other legal code: 34 CFR 99.34

Board Policy/Administrative Regulation: AR 5125

Subject: Right to review records

When/Whom to Notify: When district is considering program to gather safety-related information from students' social media activity

Legal Code: Education Code 49073.6

Board Policy/Administrative Regulation #: BP 5125

Subject: Opportunity for input on proposed program

When/Whom to Notify: When district adopts program to gather information from students' social media activity, and annually thereafter

Legal Code: Education Code 49073.6

Board Policy/Administrative Regulation #: AR 5125

Subject: Information is being gathered, access to records, process for removal or corrections, destruction of records

When/Whom to Notify: At least 14 days prior to sex offender coming on campus as volunteer

Legal Code: Penal Code 626.81

Board Policy/Administrative Regulation #: See AR 1240, See BP 1250

Subject: Dates and times permission granted; obtaining information from law enforcement

When/Whom to Notify: When student is homeless or unaccompanied minor

Legal Code: 42 USC 11432

Board Policy/Administrative Regulation #: AR 6173

Subject: Educational and related opportunities; transportation services; placement decision and right to appeal

IV. Special Education Notices

When to notify: Prior to conducting initial evaluation

Education or other legal code: 56301, 56321, 56321.5, 56321.6, 56329; 34 CFR 300.502

Board Policy/Administrative Regulation: AR 6164.4

Subject: Proposed evaluation plan, related parental rights, prior written notice

When to notify: 24 hours before IEP when district intending to record

Education or other legal code: 56341.1, 34 CFR 300.322

Board Policy/Administrative Regulation: AR 6159

Subject: Intention to audio-record IEP meeting

When to notify: Early enough to ensure opportunity for parent to attend IEP meeting

Education or other legal code: 56341.5;

Board Policy/Administrative Regulation: AR 6159

Subject: Time, purpose, location, who who in attendance, participation of others with special knowledge, transition statements if appropriate

When to notify: When parent orally requests review of IEP

Education or other legal code: 56343.5

Board Policy/Administrative Regulation: AR 6159

Subject: Need for written request

When to notify: For student receiving exit exam waiver, prior to receipt of diploma

Education or other legal code: 20 USC 1415(d); 34 CFR 300.504

Board Policy/Administrative Regulation: AR 6159.1

Subject: Procedural safeguards notice

When to notify: Disciplinary action taken for dangerous behavior

Education or other legal code: 20 USC 1415(k); 34 CFR 300.530

Board Policy/Administrative Regulation: AR 5144.2

Subject: Decision and procedural safeguards notice

When to notify: Suspension or change of placement for more than 10 days

Education or other legal code: 20 USC 1415(k); 34 CFR 300.530

Board Policy/Administrative Regulation: AR 5144.2

Subject: Decision and procedural safeguards notice

When to notify: Upon requesting a due process hearing

Education or other legal code: 20 USC 1415(k); 34 CFR 300.508

Board Policy/Administrative Regulation: AR 6159.1

Subject: Child's name, address, school, description of problem, proposed resolution

When to notify: Eligibility for services under Section 504

Education or other legal code: 34 CFR 104.32, 104.36

Board Policy/Administrative Regulation: AR 6164.6

Subject: Procedural safeguards, district responsibilities

V. Classroom Notices

When to notify: In each classroom in each school

Education or other legal code: 35186

Board Policy/Administrative Regulation: AR/E 1312.4

Subject: Complaint rights re: sufficiency of instructional materials, teacher vacancy and misassignment, maintenance of facilities, and, for classrooms with grades 10-12, right of students who did not pass exit exam to receive intensive instruction after grade 12

(3/10 3/11) 3/12

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: September 16, 2015

Adopted:

King City, California

BP 6163.4 Student Use of Technology

The Board of Trustees intends that technological resources provided by the district be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

(cf. 0440 - District Technology Plan)
(cf. 1113 - District and School Web Sites)
(cf. 4040 - Employee Use of Technology)
(cf. 5131 - Conduct)
(cf. 6163.1 - Library Media Centers)

The State Administrator/Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with district regulations and the district's Acceptable Use Agreement.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.12 - Search and Seizure)

Before a student is authorized to use the district's technological resources, the student and his/her parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs incurred.

(cf. 6162.6 - Use of Copyrighted Materials)

The State Administrator/Superintendent or designee, with input from students and appropriate staff, shall regularly review and update this policy, the accompanying administrative regulation, and other relevant procedures to enhance the safety and security of students using the district's technological resources and to help ensure that the district adapts to changing technologies and circumstances.

Use of District Computers for Online Services/Internet Access

The State Administrator/Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC 6777, 47 USC 254)

To reinforce these measures, the State Administrator/Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist in this supervision.

The State Administrator/Superintendent or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The State Administrator/Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

~~Student use of district computers to access social networking sites is prohibited. To the extent possible, the Superintendent or designee shall block access to such sites on district computers with Internet access.~~

Cyberbullying and sexting that occurs through the use of the district Internet system or use of personal digital devices, such as cell phones, digital cameras, personal computers, and PDAs are prohibited.

The district has the right to take action on any off-campus online activities that cause, or threaten to cause, substantial and material disruption at school or interference with rights of students to be secure.

In order to help ensure that the district adapts to changing technologies and circumstances, the State Administrator/Superintendent or designee shall regularly review this policy, the accompanying administrative regulation, and other relevant procedures. He/she shall also monitor the district's filtering software to help ensure its effectiveness.

Legal Reference:

EDUCATION CODE

51006 Computer education and resources

51007 Programs to strengthen technological skills

51870-51874 Education technology

60044 Prohibited instructional materials

PENAL CODE

313 Harmful matter

502 Computer crimes, remedies

632 Eavesdropping on or recording confidential communications

653.2 Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 15

6501-6506 Children's Online Privacy Protection Act

UNITED STATES CODE, TITLE 20

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

6777 Internet safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy Protection Act

CODE OF FEDERAL REGULATIONS, TITLE 47

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

Management Resources:

CSBA PUBLICATIONS

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

FEDERAL TRADE COMMISSION PUBLICATIONS

How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000

MY SPACE.COM PUBLICATIONS

The Official School Administrator's Guide to Understanding MySpace and Resolving Social Networking Issues

WEB SITES

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

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

California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>

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

Center for Safe and Responsible Internet Use: <http://csriu.org>

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

Federal Trade Commission, Children's Online Privacy Protection:

<http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>

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

Web Wise Kids: <http://www.webwisekids.org>

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First reading: September 16, 2015

Adopted:

King City, California

BP 6174 Instruction

Education For English Language Learners

The Governing Board intends to provide English language learners with a challenging curriculum and instruction that develop proficiency in English as rapidly and effectively as possible in order to assist students in accessing the full educational program and achieving the district's academic standards. The district's program shall be based on sound instructional theory and shall be adequately supported so that English language learners can achieve results at the same academic level as their English-proficient peers in the regular course of study.

The Board encourages staff to exchange information with staff in other districts and the county office of education about programs, options and strategies for English language learners that succeed under various demographic conditions.

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

~~English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with state content standards. The district's program shall be based on sound instructional theory and adequately supported in order to assist students in accessing the full educational program.~~

~~(cf. 6011—Academic Standards)~~

~~(cf. 6141—Curriculum Development and Evaluation)~~

~~(cf. 6161.1—Selection and Evaluation of Instructional Materials)~~

~~(cf. 6161.11—Supplementary Instructional Materials)~~

~~(cf. 6171—Title I Programs)~~

~~***Note: Contingent upon voter approval in the November 2016 statewide general election, SB 1174 (Ch. 753, Statutes of 2014) would amend and repeal various statutes effective July 1, 2017. If approved, the changes will include authorization for parents/guardians to select a language acquisition program that best suits their child and a requirement for districts to solicit input on language acquisition programs as part of the parent/guardian and community engagement process required for development of the local control and accountability plan (LCAP) (see BP 0460—Local Control and Accountability Plan).***~~

The Governing Board intends to provide English learners with challenging curriculum and instruction that develop proficiency in English as rapidly and effectively as possible while facilitating student achievement in the district's regular course of study.

~~***Note: Pursuant to Education Code 42238.02 and 42238.03, the local control funding formula (LCFF) provides additional funding based on the number and concentration of unduplicated counts of students who are English learners, foster youth, and/or eligible for free or reduced-price meals. Such funds must be used to increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number or~~

~~concentration of unduplicated students; see BP 3100—Budget. In addition, Education Code 52060 requires the district's LCAP to include annual goals and specific actions, aligned to state and local priorities, for all students and for each "numerically significant" student subgroup as defined in Education Code 52052, including English learners; see BP/AR 0460—Local Control and Accountability Plan.***~~

The district shall identify in its local control and accountability plan (LCAP) specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

**(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 - Budget)**

~~***Note: Pursuant to Education Code 60811, in November 2012 the State Board of Education (SBE) adopted state academic content standards for English language development, aligned with the Common Core State Standards for English language arts, for students whose primary language is a language other than English. In July 2014, the SBE adopted the English Language Arts/English Language Development Framework aligned to those standards. Education Code 60811 and 60811.4 require the State Superintendent of Public Instruction to recommend updated English language development standards that are also aligned with state standards for mathematics and science, and require the SBE to either adopt or reject those recommended standards by August 1, 2015.~~

~~Education Code 60211 authorizes the SBE to adopt, no later than November 30, 2015, K-8 instructional materials aligned to the state English language development standards. To bridge the gap until such materials are available, the SBE has approved a list of K-8 supplementary instructional materials which is available on the CDE's web site; this list is informational only.~~

English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with the state content standards and curriculum framework. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, and assist students in accessing the full educational program.

**(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6171 - Title I Programs)**

The State Administrator/Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher

Credentialing.

(cf. 4112.22 - Staff Teaching English Language Learners)

~~***Note: The following optional paragraph reflects professional development required under 20 USC 6825 for districts receiving federal Title III funds and may be revised or deleted by other districts to reflect district practice. 20 USC 6825 specifies that the professional development described below must be of sufficient intensity and duration to have a positive and lasting impact on teacher performance (i.e., it must go beyond one-day or short-term workshops and conferences).***~~

The State Administrator/Superintendent or designee shall provide to teachers, administrators, and other school staff research-based professional development that is designed to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. (20 USC 6825)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The State Administrator/Superintendent or designee shall encourage parent and community involvement in the development, implementation, and evaluation of English language development programs. In addition, to support students' English language development, the State Administrator/Superintendent or designee may provide an adult literacy training program for parents/guardians and community members that leads to English fluency.

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

The State Administrator/Superintendent or designee shall maintain procedures which provide for the identification, assessment and placement of English language learners and for their redesignation based on criteria adopted by the Board and specified in administrative regulations.

To evaluate program effectiveness, the State Administrator/Superintendent or designee shall regularly examine program results, including reports of the English language learners' academic achievement, their progress towards proficiency in English and the progress of students who have been redesignated as fluent English proficient. The State Administrator/Superintendent or designee shall annually report these findings to the Board and shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

(cf. 6190 - Evaluation of the Instructional Program)

Identification and Assessment

~~***Note: Education Code 313 requires any district that has one or more students who are English learners to assess the English language proficiency of those students. The California English Language Development Test (CELDT) is the state test designated for this purpose. However, in the 2016-17 school year the state will field test a new language proficiency assessment, English Language Proficiency Assessments for California (ELPAC), which is aligned with the 2012 state standards for English language development. The ELPAC will include both an initial screening test to identify students who may be English learners and a summative assessment which will be used to determine English learners' level of English proficiency and their progress in acquiring the skills of listening, speaking, reading, and writing in English. The CDE also provides a home language survey to be used to identify students who should be tested for English proficiency. See the accompanying administrative regulation for further information about test administration and identification and reclassification criteria.***~~

The State Administrator/Superintendent or designee shall maintain procedures which provide for the accurate identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

~~***Note: In addition to testing the level of English proficiency of English learners, districts are required pursuant to Education Code 60640 to administer the California Assessment of Student Performance and Progress to English learners; see BP/AR 6162.51 - State Academic Achievement Tests. As needed, English learners may be provided with the testing resources (i.e., universal tools, designated supports, and accommodations) specified in 5 CCR 853.5 and 853.7, as amended by Register 2014, No. 35, during test administration. Education Code 60640, as amended by SB 858 (Ch. 32, Statutes of 2014), also authorizes districts to administer a primary language assessment to students in grades 2-11. The Standards-Based Test in Spanish may be used for this purpose until a test is available that is aligned with the most recent state English language development standards. The SBE is required to adopt such an assessment to be used no later than the 2016-17 school year.***~~

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with allowable testing variations in accordance with 5 CCR 853.5 and 853.7. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 853.5, 853.7)

(cf. 6162.51 - State Academic Achievement Tests)

Placement of English Learners

~~***Note: Education Code 300-340, added by Proposition 227 (June 1998), require that English learners who have not yet attained a reasonable level of English proficiency be educated through a program of "structured English immersion," as defined in law and the accompanying administrative regulation, with the goal that students learn English as rapidly and effectively as possible. In *McLaughlin v. State Board of Education*, the court held that the SBE may not grant waivers related to Education Code 300-340 pursuant to its waiver authority in Education Code 33050.***~~

Students who are English learners shall be educated through "structured English immersion" (also known as "sheltered English immersion"), as defined in law and the accompanying administrative regulation, for a temporary transition period not normally intended to exceed one year. Nearly all of the classroom instruction in the district's structured English immersion program shall be in English, but with the curriculum and presentation designed for students who are learning the language. (Education Code 305-306)

~~***Note: The Education Code does not define the term "nearly all" for purposes of ensuring that nearly all instruction is provided in English pursuant to Education Code 306, and the SBE has declared that it is the responsibility of districts to determine the appropriate ratio of English to native language instruction. The following paragraph defines "nearly all" as to provide that all classroom instruction be conducted in English except for clarification, explanation, and support as needed. The district could instead establish a minimum percentage of classroom instructional time to be conducted in English or specify the types of courses to be conducted in English and the courses (e.g., science, algebra) to be taught in the student's primary language. The following paragraph may be revised to reflect the district's definition of "nearly all."***~~

"Nearly all," for the purpose of determining the amount of instruction to be conducted in English, means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

~~***Note: Pursuant to Education Code 305-306 and 5 CCR 11301, when a student has acquired a reasonable level of English proficiency, as measured by state or local assessment instruments, he/she shall be removed from the structured English immersion classroom and placed in an English mainstream classroom in which the language of instruction is overwhelmingly in English. The term "overwhelmingly" is not defined in the Education Code nor in the state regulations.~~

The definition of "reasonable level of proficiency" is one that must be made at the local level. The following paragraph should be revised to specify the types of assessment instruments and scores and/or other local tools (e.g., student portfolios or grades) which will be used to determine whether a student has achieved a reasonable level of English proficiency for purposes of qualifying for transfer to an English mainstream classroom.

The district should fill in the blanks below with its definition of "reasonable level of proficiency." ***

When an English learner has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education, any district assessments, and/or other criteria adopted by the Board, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is overwhelmingly in English. (Education Code 305-306; 5 CCR 11301)

(cf. 6162.5 - Student Assessment)

An English learner has acquired a "reasonable level of English proficiency" when he/she has achieved the following:

*****Note: 5 CCR 11301 allows a parent/guardian to have his/her child moved into an English language mainstream classroom at any time during the school year. According to the CDE, the parent/guardian only needs to request this placement; he/she does not need to go through the waiver process described below in the section entitled "Parental Exception Waivers." *****

~~***Note: Education Code 320 grants parents/guardians legal standing to sue Governing Board members, teachers, or administrators if their child has been "willfully and repeatedly" denied the option of an English language mainstream classroom. The constitutionality of this section was upheld by the Ninth Circuit Court of Appeals in California Teachers Association v. the State Board of Education. Therefore, districts should ensure that requests from parents/guardians to place their child in an English language mainstream classroom are granted immediately.***~~

At any time during the school year, the parent/guardian of an English learner may have his/her child moved into an English language mainstream program. (5 CCR 11301)

Type of Instruction

Students who are English language learners shall be educated through "sheltered English immersion" or "structured English immersion" during a temporary transition period not normally intended to exceed one year. "Nearly all" of the classroom instruction in the district's sheltered

English immersion program shall be in English, but with the curriculum and presentation designed for students who are learning the language. (Education Code 305, 306)

The district has defined the term "nearly all" as follows:

- The student's primary language may be used as support to clarify meaning and facilitate comprehension

When an English language learner has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education or any locally developed assessments and using other criteria developed by the district, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is "overwhelmingly" in English. (Education Code 305; 5 CCR 11301)

An English language learner has acquired a "reasonable level of English proficiency" when he/she has achieved the following:

- ELD Level 4 "Early Advanced" (level 4) or "Advanced" (level 5) as assessed by the California English Language Development Test (CELDT)

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6171 - Title I Programs)

Upon the request of his/her parent/guardian, a student shall be placed in an English language mainstream classroom. (5 CCR 11301)

Parental Exception Waivers

At any time during the school year, the parent/guardian of an English language learner may have his/her child moved into an English language mainstream program.

Parent/guardian requests for waivers from Education Code 305 regarding placement in a sheltered English immersion program shall be granted in accordance with law and administrative regulation.

If the State Administrator/Superintendent or designee denies the waiver request, he/she shall provide a written justification to the parent/guardian describing the reasons for the denial. A parent/guardian may appeal the State Administrator/Superintendent's decision in writing to the Board. The Board may consider the matter at its next regular Board meeting. The Board may decide not to hear the appeal, in which case the State Administrator/Superintendent's decision shall be final. If the Board hears the appeal, the State Administrator/Superintendent shall send the Board's decision to the parent/guardian within seven working days.

To evaluate the effectiveness of the district's educational program for English learners, the State Administrator/Superintendent or designee shall report to the Board, at least annually, regarding the progress of English learners towards proficiency in English, the number and percentage of English learners reclassified as fluent English proficient, the number and percentage of English learners who are or are at risk of being classified as long-term English learners, the achievement of English learners on standards-based tests in core curricular areas, and a comparison of current data with data from at least the previous year. The State Administrator/Superintendent or designee also shall provide the Board with regular reports from any district or schoolwide

English learner advisory committees.

Program Evaluation

~~***Note: The following section may be revised to reflect indicators agreed upon by the Board and Superintendent or designee for measuring the effectiveness of the district's educational program for English learners. ***~~

~~***Note: Education Code 52061 requires that the annual update of the LCAP include a review of progress toward the goals included in the LCAP, an assessment of the effectiveness of the specific actions described in the LCAP toward achieving the goals, and a description of changes the district will make as a result of this review and assessment.~~

~~Pursuant to Education Code 313.2, the CDE is required to annually determine the number of students in each district and school who are, or at risk of becoming, long-term English learners and to report that information to districts and schools. Definitions of "long-term English learner" and "English learner at risk of becoming a long-term English learner" are contained in Education Code 313.1. ***~~

To evaluate the effectiveness of the district's educational program for English learners, the State Administrator/Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. Progress toward any other goals for English learners identified in the district's LCAP
6. A comparison of current data with data from at least the previous year.

The State Administrator/Superintendent or designee also shall provide the Board with regular reports from any district or schoolwide English learner advisory committees.

Legal Reference:
EDUCATION CODE

300-340 English language education
430-446 English Learner and Immigrant Pupil Federal Conformity Act
33050 State Board of Education waiver authority
42238.02-42238.03 Local control funding formula
44253.1-44253.11 Qualifications for teaching English learners
48985 Notices to parents in language other than English
52052 Academic Performance Index; numerically significant student subgroups
52060-52077 Local control and accountability plan
52130-52135 Impacted Languages Act of 1984
52160-52178 Bilingual Bicultural Act
60200.7 Suspension of state instructional materials adoptions
60605.87 Supplemental instructional materials, English language development
60640 California Assessment of Student Performance and Progress
60810-60812 Assessment of language development
62005.5 Continuation of advisory committee after program sunsets
CODE OF REGULATIONS, TITLE 5
853.5-853.7 Test administration; universal tools, designated supports, and accommodations
11300-11316 English learner education
11510-11517 California English Language Development Test
UNITED STATES CODE, TITLE 20
1701-1705 Equal Educational Opportunities Act
6312 Local education agency plans
6801-6871 Title III, Language instruction for limited English proficient and immigrant students
7012 Parental notification
COURT DECISIONS
Valeria G. v. Wilson, (2002) 307 F.3d 1036
California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141
McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196
Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698
ATTORNEY GENERAL OPINIONS
83_Ops.Cal.Atty.Gen. 40 (2000)

Legal Reference:

Legal Reference:

~~EDUCATION CODE~~

~~300-340 English language education
430-446 English Learner and Immigrant Pupil Federal Conformity Act
33050 State Board of Education waiver authority
44253.1-44253.11 Qualifications for teaching English learners
48985 Notices to parents in language other than English
51101-51101.1 Rights of parents~~

~~52130-52135 Impacted Languages Act of 1984~~
~~52160-52178 Bilingual Bicultural Act~~
~~52180-52186 Bilingual teacher training assistance program~~
~~54000-54028 Programs for disadvantaged children~~
~~60200.7 Suspension of state instructional materials adoptions~~
~~60605.87 Supplemental instructional materials, English language development~~
~~60810-60812 Assessment of language development~~
~~62005.5 Continuation of advisory committee after program sunsets~~
~~CODE OF REGULATIONS, TITLE 5~~
~~11300-11316 English learner education~~
~~11510-11517 California English Language Development Test~~
~~UNITED STATES CODE, TITLE 20~~
~~1701-1705 Equal Educational Opportunities Act~~
~~6312 Local education agency plans~~
~~6801-6871 Title III, Language instruction for limited English proficient and immigrant students~~
~~7012 Parental notification~~

COURT DECISIONS

~~Valeria G. v. Wilson, (2002) 307 F.3d 1036~~
~~California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141~~
~~McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196~~
~~Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698~~
~~ATTORNEY GENERAL OPINIONS~~
~~83 Ops.Cal.Atty.Gen. 40 (2000)~~

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~California English Language Development Test (CELDT): 2012-13 CELDT Information Guide, 2012~~

~~English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012~~

~~Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments~~

U.S. DEPARTMENT OF EDUCATION NONREGULATORY GUIDANCE

~~Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007~~

WEB SITES

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

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

~~(10/98-11/02)-11/12~~

BP 6174 (k)

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: September 16, 2015

Adopted:

King City, California

AR 6174 Instruction

Education For English Language Learners

Definitions

English learner means a student who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English, also known as a limited English proficient or LEP child. (Education Code 306)

English language classroom means a classroom in which the language of instruction used by the teaching personnel is overwhelmingly the English language, and in which such teaching personnel possess a good knowledge of the English language. (Education Code 306)

English language mainstream classroom means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English. (Education Code 306)

~~Sheltered English immersion or structured English immersion means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language. (Education Code 306)~~

Structured English immersion (also known as "sheltered English immersion") means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language. (Education Code 306)

Bilingual education/native language instruction means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the student's native language. (Education Code 306)

Identification and Assessment

~~Upon enrollment, each student's primary language shall be determined through use of a home language survey. (5 CCR 11307)~~

~~Within 30 calendar days of their initial enrollment, students who are identified as having a primary language other than English, as determined by the home language survey, and for whom there is no record of results from an English language development test shall be assessed using the California English Language Development Test (CELDT). (5 CCR 11511)~~

~~All students shall have sufficient time to complete the CELDT as provided in the directions for test administration. (5 CCR 11516)~~

~~Any student with a disability shall take the CELDT with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan that are appropriate and necessary to address the student's individual needs. (5 CCR 11516.5)~~

~~(cf. 6159—Individualized Education Program)~~

~~(cf. 6164.6—Identification and Education Under Section 504)~~

~~The district shall notify parents/guardians of their child's results on the CELDT within 30 calendar days. (5 CCR 11511.5)~~

~~(cf. 5145.6—Parental Notifications)~~

~~Within 90 days of initial enrollment, students identified as having limited English proficiency shall be further assessed for primary language proficiency in comprehension, speaking, reading and writing. The Superintendent or designee shall develop criteria for determining student needs on the basis of these assessments. (former Education Code 52164.1, 62002)~~

~~Before students are enrolled in a program for English language learners, parents/guardians shall receive information about the program and their opportunities for parental involvement. This information shall include the fact that an individual student's participation in the program is voluntary on the part of the parent/guardian. (Education Code 52173)~~

~~Not later than 30 calendar days after the beginning of the school year, each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. The notice shall include all of the following: (Education Code 440; 20 USC 6312)~~

- ~~1. The reason for the student's classification as English language learner~~
- ~~2. The level of English proficiency~~
- ~~3. A description of the program for English language development instruction, including a description of all of the following:~~
 - ~~a. The manner in which the program will meet the educational strengths and needs of the student~~
 - ~~b. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards~~
 - ~~c. The specific exit requirements for the program, the expected rate of transition from the program into classrooms not tailored for English language learner students, and~~

the expected rate of graduation from secondary school if Title I funds are used for students in secondary schools

- d. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
4. Information regarding a parent/guardian's option to decline to allow the student to become enrolled in the program or to choose to allow the student to become enrolled in an alternative program
5. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered

Parent/guardians also shall be notified of the results of any reassessments. (Education Code 52164.3)

~~***Note: Education Code 52164.1 and 5 CCR 11307 and 11511 require the district to administer a home language survey to all enrolled students and, for students who are determined by the survey to have a primary language other than English, to follow up with administration of a state assessment of English proficiency. The California English Language Development Test (CELDT) is the state test designated for this purpose. However, in the 2016-17 school year the state will field test a new language proficiency assessment, English Language Proficiency Assessments for California (ELPAC), which is aligned with the 2012 state standards for English language development. The ELPAC will include both an initial screening test to identify students who may be English learners and a summative assessment which will be used to determine English learners' level of English proficiency and their progress in acquiring the skills of listening, speaking, reading, and writing in English.***~~

Upon enrollment in the district, each student's primary language shall be determined through use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English proficiency using the state's designated English language proficiency test. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

~~***Note: 5 CCR 11516-11516.6 specify allowable variations and accommodations in CELDT~~

~~administration. These variations and accommodations are generally the same as those allowed for other state assessments; see AR 6162.51 - State Academic Achievement Tests. ***~~

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.7. Variations and accommodations in test administration may be provided pursuant to 5 CCR 11516-11516.7. Any student with a disability shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan that are appropriate and necessary to address the student's individual needs. If he/she is unable to participate in the assessment or a portion of the assessment with such accommodations, he/she shall be administered an alternate assessment for English language proficiency as set forth in his/her IEP. (5 CCR 11516-11516.7)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6159 - Individualized Education Program)

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

Parental Notifications

~~***Note: The following section specifies notifications that must be sent to parents/guardians regarding assessment results and available programs for English learners. The district may choose to combine these notifications with notifications required for parental exception waivers, as detailed in the section "Parental Exception Waivers" below. The California Department of Education (CDE) has developed sample notification letters, available on its web site in multiple translations, to notify parents/guardians of the initial identification of the student as an English learner or as initially fluent English proficient and to notify them of the results of the annual assessment. ***~~

~~***Note: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to their parents/guardians must be written in English and in the primary language and may be answered by the parent/guardian in either language. ***~~

The State Administrator/Superintendent or designee shall provide the following written notifications to parents/guardians of English learners:

- 1. Assessment Notification: The district shall notify parents/guardians of their child's results on the state's English language proficiency assessment within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)**

(cf. 5145.6 - Parental Notifications)

2. Placement Notification: At the beginning of each school year, parents/guardians shall be informed of the placement of their child in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11309)

~~***Note: Items #3-4 below are for use by districts that receive federal Title III funds.***~~

3. Title III Notifications: Each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 440; 20 USC 7012)

- a. The reason for the student's classification as an English learner
- b. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
- c. A description of the program for English language development instruction, including a description of all of the following:
 - (1) The manner in which the program will meet the educational strengths and needs of the student
 - (2) The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards
 - (3) The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
 - (4) Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
- d. Information regarding a parent/guardian's option to decline to allow the student to be enrolled in the program or to choose to allow the student to be enrolled in an alternative program
- e. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered

~~***Note: Pursuant to 20 USC 6842, the CDE must develop annual measurable objectives for~~

~~English learners served under federal Title III. These include targets for the percentage of English learners who are proficient on the assessments used in the calculations of "adequate yearly progress" for accountability purposes; see BP 0500—Accountability.***~~

4. Annual Measurable Objectives Notification: If the district fails to make progress on the annual measurable achievement objectives for English learners established pursuant to 20 USC 6842, the State Administrator/Superintendent or designee shall, within 30 days after such failure occurs, send a notification regarding such failure to the parents/guardians of each student identified for participation in a language instruction educational program supported by Title III funds. (20 USC 7012)

Parental Exception Waivers

~~At the beginning of each school year, parents/guardians shall be informed of the placement of their children in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11309)~~

~~A parent/guardian may request that the district waive the requirements of Education Code 305, pertaining to the placement of a student in a structured English immersion program if the one of the following circumstances exists:~~

- ~~1. Students who already know English: The student already possesses good English language skills, as measured by standardized tests of English vocabulary comprehension, reading and writing, in which the student scores at or above the state average for his/her grade level or at or above the fifth grade average, whichever is lower. (Education Code 311(a))~~
- ~~2. Older students: The student is age 10 years or older, and it is the informed belief of the school principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills. (Education Code 311(b))~~
- ~~3. Students with special needs: The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom and it is subsequently the informed belief of the school principal and educational staff that the student has special physical, emotional, psychological or educational needs and that an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311(c))~~

~~The parent/guardian shall personally visit the school to apply for the waiver. (Education Code 310)~~

Upon request for a waiver, the Superintendent or designee shall provide to the parents/guardians: (Education Code 310, 311; 5 CCR 11309)

1. A full written description, and a spoken description upon request, of the intent and content of the structured English immersion program, any alternative courses of study and all educational opportunities offered by the district and available to the student, and the educational materials to be used in the different educational program choices
2. For a request for waiver pursuant to Education Code 311(c) for students with special needs, notification that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the Superintendent must approve the waiver pursuant to Governing Board guidelines

Pursuant to Education Code 311(b) and 311(c), the principal and educational staff may recommend a waiver to a parent/guardian for a student 10 years or older and a student with special needs. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310. (5 CCR 11309)

When evaluating waiver requests pursuant to Education Code 311(a) for students who already know English and other waiver requests for those students for whom standardized assessment data are not available, other equivalent assessment measures may be used. These equivalent measures may include local assessments, local standards and teacher evaluations.

Parental exception waivers pursuant to Education Code 311(b) for students 10 years or older shall be granted if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (Education Code 311)

Parental exception waivers pursuant to Education Code 311(c) for students with special needs shall be granted if it is the informed belief of the principal and educational staff that, due to the student's special physical, emotional, psychological or educational needs, an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311)

~~The principal shall consider all waiver requests made pursuant to Education Code 311(c) for students with special needs and shall submit a rationale of the decision regarding the waiver to the Superintendent or designee. When determining whether or not to recommend the approval of the waiver request, the principal shall assume that the facts justifying the request attested by the parent/guardian are a true representation of the child's condition.~~

~~Each waiver shall be considered on its individual merits with great deference given to parental preference for student placement.~~

~~The principal or designee shall act upon all parental exception waivers within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to Education Code 311(c) for students with special needs shall not be acted upon during the 30-day placement in an English language classroom. These waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11309)~~

~~All parental exception waivers shall be granted unless the principal and educational staff have determined that an alternative program offered at the school would not be better suited for the overall educational development of the student. (5 CCR 11309)~~

~~Individual schools in which 20 students or more of a given grade level receive a waiver shall be required to offer such a class; otherwise they must allow the students to transfer to a public school in which such a class is offered. (Education Code 310)~~

~~Students wishing to transfer shall be subject to the district's intradistrict and interdistrict attendance policies and administrative regulations. Students wishing to transfer to another district shall also be subject to the receiving district's interdistrict attendance policies and administrative regulations.~~

~~(cf. 5116.1—Intradistrict Open Enrollment)
(cf. 5117—Interdistrict Attendance)~~

~~In cases where a parental exception waiver pursuant to Education Code 311(b) or (c) is denied, the parent/guardian shall be informed in writing of the reason(s) for the denial and advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the court. (5 CCR 11309)~~

~~Waiver requests shall be renewed annually by the parent/guardian. (Education Code 310)~~

Parental Exception Waivers

~~***Note: Pursuant to Education Code 311, parents/guardians may request a waiver of their child's placement in a structured English immersion program under the circumstances described below. See the accompanying Exhibit for a sample form that may be used to obtain and process~~

~~the parent/guardian's waiver request. ***~~

A parent/guardian may, by personally visiting the school, request that the district waive the requirements pertaining to the placement of his/her child in a structured English immersion program if one of the following circumstances exists: (Education Code 310-311)

- 1. The student already possesses sufficient English language skills, as measured by standardized tests of English vocabulary comprehension, reading, and writing, in which the student scores at or above the state average for his/her grade level or at or above the fifth-grade average, whichever is lower.**
- 2. The student is age 10 years or older, and it is the informed belief of the principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills.**

~~***Note: Education Code 311 provides that a waiver may be granted when the student has such special physical, emotional, psychological, or educational needs that an alternate course of study would be better suited to the student's overall educational development, as provided in item #3 below. The State Board of Education (SBE) has declared that the definition of "special needs" is broader than special education, or any other specific medical condition, in that expert documentation justifying the waiver need not be presented by the parent/guardian. Rather, the determination as to whether a child has "special needs" should be based on the parent/guardian's opinion that an alternative program is better for his/her child. According to the CDE, for a special education student, the individualized education program determines placement of that student, and therefore a waiver pursuant to this section is not required. ***~~

- 3. The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom and it is subsequently the informed belief of the principal and educational staff that the student has special physical, emotional, psychological, or educational needs and that an alternate course of educational study would be better suited to the student's overall educational development.**

~~***Note: 5 CCR 11309 mandates that districts establish procedures for granting parental exception waivers that contain the following two paragraphs. Pursuant to Education Code 311, waivers granted pursuant to item #3 above are subject to approval by the Superintendent under guidelines adopted by the Governing Board and ultimately subject to SBE guidelines. ***~~

Upon request for a waiver, the State Administrator/Superintendent or designee shall provide parents/guardians with a full written description and, upon request, a spoken description of the intent and content of the structured English immersion program, any alternative courses of study, all educational opportunities offered by the district and available to the student, and the educational materials to be used in the different educational program choices. For a request for waiver pursuant to item #3 above, the State Administrator/Superintendent or designee shall notify the parent/guardian that the student

must be placed for a period of not less than 30 calendar days in an English language classroom and that the waiver must be approved by the State Administrator/Superintendent pursuant to any guidelines established by the Governing Board. (Education Code 310, 311; 5 CCR 11309)

The principal and educational staff may recommend a waiver to a parent/guardian pursuant to item #2 or #3 above. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310. (Education Code 311; 5 CCR 11309)

~~***Note: If standardized tests are not available to measure a student's English language skills and for waivers pursuant to item #1 above, 5 CCR 11309 provides that the district may use equivalent measures as determined by the Board. The following optional paragraph should be revised to reflect district practice.***~~

When evaluating waiver requests pursuant to item #1 above and other waiver requests for those students for whom standardized assessment data are not available, other equivalent assessment measures may be used. These equivalent measures may include district standards and assessment and teacher evaluations of such students.

Parental exception waivers pursuant to item #2 above shall be granted if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (Education Code 311)

Parental exception waivers pursuant to item #3 above shall be granted by the State Administrator/Superintendent if it is the informed belief of the principal and educational staff that, due to the student's special physical, emotional, psychological, or educational needs, an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311)

All parental exception waivers shall be acted upon within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to item #3 above shall not be acted upon during the 30-day placement in an English language classroom. Such waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11309)

~~***Note: Education Code 310 provides that when 20 or more students in the same grade level at the same school receive a waiver, the school is required to offer an alternative class; otherwise it must allow the students to transfer to a public school in which such a class is offered. Districts that have questions about the requirement to offer a program should consult legal counsel as necessary.***~~

Any individual school in which 20 or more students of a given grade level receive a waiver shall offer an alternative class where the students are taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. Otherwise, the students shall be allowed to transfer to a public school in which such a class is offered. (Education Code 310)

In cases where a parental exception waiver pursuant to item #2 or #3 above is denied, the parent/guardian shall be informed in writing of the reason(s) for the denial and advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the court. (5 CCR 11309)

Waiver requests shall be renewed annually by the parent/guardian. (Education Code 310)

Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English language learners for the purposes of overcoming language barriers until the English language learners have: (5 CCR 11302)

1. Demonstrated English language proficiency comparable to that of the district's average native English language speakers
2. Recouped any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English language learners shall be redesignated as fluent English proficient when they are able to comprehend, speak, read and write English well enough to receive instruction in the regular program and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The following measures shall be used to determine whether an English language learner shall be reclassified as fluent English proficient: (5 CCR 11303)

1. Assessment of English language proficiency utilizing the CELDT as the primary criterion, and objective assessment of the student's English reading and writing skills

2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions
3. Parent/guardian opinion and consultation during a redesignation interview

Parents/guardians shall receive notice and a description of the redesignation process, including notice of their right to participate in the process. Parent/guardian participation in the process shall be encouraged.

4. Comparison of performance in basic skills, including performance on the English-Language Arts section of the California Standards Test
5. Objective data on the student's academic performance in English

The State Administrator/Superintendent or designee shall provide subsequent monitoring and support for redesignated students, including but not limited to monitoring the performance of redesignated students in the core curriculum in comparison with their native-English speaking peers, monitoring the rate of redesignation, and ensuring correct classification and placement.

The State Administrator/Superintendent or designee shall develop a process to monitor the effectiveness of the district's program for English language learners. The district's program shall be modified as needed to help ensure language and academic success for each English language learner.

Advisory Committees

At the district level when there are more than 50 English language learners in the district and at each school with more than 20 English language learners, parent/guardian advisory committees shall be maintained to serve the advisory functions specified in law. (5 CCR 11308)

Parents/guardians of English language learners shall constitute committee membership in at least the same percentage as their children represent of the total number of students in the school. (Education Code 52176)

The district's English language advisory committee shall advise the Board on at least the following tasks: (5 CCR 11308)

1. The development of a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals and objectives for programs and services for English learners

4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures
7. Review of and comments on the written notification required to be sent to parents/guardians pursuant to 5 CCR 11300-11316

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

In order to assist advisory members in carrying out their responsibilities, the State Administrator/Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

~~***Note: The following section is applicable if the district's student enrollment includes at least 15 percent English learners, with at least 50 students who are English learners. Education Code 52063 requires that such districts establish an English learner parent advisory committee to review and comment on the district's local control and accountability plan; see BP 0460 - Local Control and Accountability Plan. 5 CCR 15495, as amended by Register 2015, No. 2, requires this committee to include a majority of parents/guardians of English learners.***~~

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established or the site English Language Advisory Committees shall review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

(cf. 0460 - Local Control and Accountability Plan)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

(3/03 11/12) 4/15

(10/98 11/02) 3/03

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

First Reading: September 16, 2015

Adopted:

King City, California

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

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

MEETING: September 16, 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:

This is the annual resolution to be approved by the State Administrator regarding the sufficiency of classroom textbooks.

Recommendation:

The recommendation is being made for the State Administrator to approve the resolution for sufficiency of textbooks.

Fiscal Impact:

None

Submitted By:



Diana Jimenez
Director of Educational Services

Approved:



Daniel R. Morao, Ed.D.
State Administrator

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

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

On a motion of the State Administrator (“Administrator”) of the South Monterey County Joint Union High School District (“District”), the following resolution is adopted:

WHEREAS, the Administrator recognizes the importance of providing sufficient textbooks and instructional materials to implement the adopted instructional program and the Administrator places a high priority on the allocation of resources to provide sufficient textbooks and instructional materials in each subject for each student; and,

WHEREAS, on September 16, 2015, which is on or before the end of the eighth week of school, the Administrator adopted a resolution in compliance with Education Code, section 60119, and certified that the District had appropriated sufficient funds for textbooks and instructional materials to ensure that each student, including English learners, within the District, has sufficient textbooks and other instructional materials in each subject consistent with the content and cycles of the curriculum frameworks and that are aligned to the content standards adopted pursuant to Education Code Section 60605; and,

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home; and,

WHEREAS, each student, including English learners, in each school in the District has sufficient textbooks and instructional materials in Mathematics, Science, History-Social Science, and English/Language Arts, including the English Language Development component of adopted programs; and,

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes and laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive; and,

WHEREAS, the State Administrator provided at least ten (10) days notice of the public hearing posted in at least three (3) places within the district that stated the time, place, and purpose of the hearing; and,

WHEREAS, the Administrator has encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing;

NOW, THEREFORE BE IT RESOLVED and found that the Administrator hereby determines, as required by Education Code section 60119, that each student in each school in the District has been provided sufficient textbooks and other instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

BE IT FURTHER RESOLVED, that the State Administrator, or his designee, is authorized and directed to submit the required certification to the California Department of Education indicating that the District has complied with requirements of Education Code section 60119.

THE AFOREGOING RESOLUTION was adopted by the State Administrator of the South Monterey County Joint Union High School District at a meeting held on the 16th day of September, 2015:

PASSED AND ADOPTED by the State Administrator of the South Monterey County Joint Union High School District.

Daniel R. Moirao, Ed.D., State Administrator
South Monterey County Joint Union High School District

GHS English/Lang Arts –2015-2016

High School Instructional Materials Survey and Course Section Information

To Be Completed by the School/District C.2.1and c.2.4

Course/Course #	Listing of Instructional Materials/Publisher/Edition Purchased for all Students Enrolled	Total Materials Purchased	Total Students Enrolled	# of Sections	# Periods, room numbers, with # of Students Enrolled and Special Designations
Eng. 1	Glencoe Literature: The Reader's Choice - Teal	336	195	6	Per. 1 Rm. 603-35 Per. 3 Rm. 607-31 Per. 3 Rm. 603-32 Per. 4 Rm. 611-30 Per. 4 Rm. 603-30 Per. 5 Rm. 104-37
Eng. 1 Pre AP	Glencoe Literature: Green	198	86	3	Per. 2 Rm. 603-20 Per. 5 Rm. 603-31 Per. 7 Rm. 104-35 All students are assigned a textbook and there are also class sets.
-150-					
Eng. 2	Glencoe Literature: The Reader's Choice - Course 5 (2002) (red)	352	176	5	Per. 2 Rm. 250-35 Per. 3 Rm. 205-36 Per. 4 Rm. 606-35 Per. 6 Rm. 205-35 Per. 7 Rm. 606-35
Eng. 2 PRE AP			60	2	Per. 1 Rm. 205-28 Per. 4 Rm. 205-32 All students are assigned a textbook and there are also class sets,

BI = Bilingual; RS = Resource; SO – Special Day; OSE – Other Special Education; Advanced Placement = AP

2007 California County Superintendents Educational Services Association

2007 Training Materials/Instructional materials/English Text Book Survey pat update.doc2013-2014

GHS Language Arts'– 2015-2016

Course/Course #	Listing of Instructional Materials/Publisher/Edition Purchased for all Students Enrolled	Total Materials Purchased	Total Students Enrolled	# of Sections	# Periods, room numbers, with # of Students Enrolled and Special Designations
Eng. 3	Glencoe American Literature: The Reader's Choice ,(2002} (blue)	271	230	7	Per.1 Rm 206-31 Per.2 Rm 206-39 Per.3 Rm 206-36 Per.6 Rm 206-35 Per.7 Rm 203-35 Per.5 Rm 203-29 AP Per.7 Rm206-25 AP All students are assigned a textbook and there are class sets.
Eng. 4 AP -151-	Glencoe British Literature: The Reader's Choice, {202} (dark green)	195	34	1	Per.6 Rm. 203-34
TELD 9	Edge: Reading, Writing & Grammar (Green)	192	76	3	Per.1 Rm. 104-32 Per.2 Rm. 104-20 Per.3 Rm. 104-24
TELD 10	Edge: Reading, Writing & Grammar (Green)	192	86	3	Per.4 Rm. 104-30 Per.5 Rm. 606-30 Per.6 Rm. 606-26
TELD 11	Edge: Reading, Writing & Grammar	192	43	2	Per.2 Rm. 203-22 Per.7 Rm. 601-21
TELD 12	Edge: Reading, Writing & Grammar	192	47	2	Per.3 Rm. 203-19 Per.5 Rm. 607-28

<p>California State University - Expository Reading and Writing Curriculum, (2008} Into the Wild – 217 Brave New World – 265</p>	<p>702</p>	<p>172</p>	<p>3</p>	<p>Per.3 Rm. 601-40 Per.4 Rm. 203-35 Per.4 Rm. 607-32 Per.6 Rm.601-33 Per.7 Rm. 607-32 ERWC curriculum is reproducible. The materials are in there teacher binders and each teacher has a binder. Every student has a paper copy of each lesson in their student binder @ 1 packet per student.</p>
--	------------	------------	----------	---

Course/Course #	Listing of Instructional Materials/Publisher/Edition Purchased for all Students Enrolled	Total Materials Purchased	Total Students Enrolled	# of Sections	# Periods, room numbers, with # of Students Enrolled and Special Designations
ELD 1	Edge Fundamentals (2005) Red Inside U.S.A	134 Workbooks	19	1	Per1. Rm. 601-19
ELD 2	Hampton Brown Edge level A (2005) 60 Edge A ordered Req.#14-00019	134	19	1	Per.1. Rm. 607-19
ELD 3	Hampton Brown Edge level B (2005) Blue	42	21	1	Per.1 Rm. 606-21
ELD Strategic	Hampton Brown Edge level C (green)	192	59	3	Per.2 Rm. 607-19 Per.2 Rm. 601-19 Per.2 Rm. 606-21

-153-

May utilize the Master Schedule to get this information.

BI = Bilingual; RS = Resource; SD = Special Day; OSE = Other Special Education; Advanced Placement = AP

High School Instructional Materials Survey and Course Section Information
 To be completed by the School/District C.2.1 and C.2.4

Course/Course #	Listing of Instructional Materials/Publisher/Edition Purchased for all Students Enrolled	Total Materials Purchased	Total Students Enrolled	# of Sections	# Periods, room numbers, with # of Students Enrolled and Special Designations
History/Social Science and Science World History and Geography	Modern World History Patterns of Interaction, McDougal Littell (2006)	368	274	8	Per.1 Rm.616-39 Per.2 Rm.616-42 Per.2 Rm.201-41 Per.3 Rm.616-26 SDAIE Per.6 Rm. 605-14 Per.4 Rm.616-33 Per.6 Rm.616-40 Per.7 Rm.616-39
JS History AP	The Americans, Semester 1 The Making of America, Houghton Mifflin (2006) (only used in AP classes) Semester 2	496 69	61	2	Per. 4 Rm. 201-35 Per. 7 Rm. 201-36
JS History and Geography	The Americans, McDouglas Littell (2006) Americana Pageant	496 80	161	5	Per.1 Rm.201-33 Per.3 Rm. 201-33 Per.6 Rm. 201-35 Per.1 Rm. 605-30 Per.2 Rm 605-30

-154-

GHS Social Science - 2015-2016

Course/Course #	Listing of Instructional Materials/Publisher/Edition Purchased for all Students Enrolled	Total Materials Purchased	Total Students Enrolled	# of Sections	# Periods, room numbers, with # of Students Enrolled and Special Designations
AP Human Geography	The Cultural Landscape AP Ed.	75	73	2	Per. 3 Rm. 608-36 Per..6 Rm. 608-37
Economics	Economics: Principles and Practices, Glencoe (2008) AP also uses these books	254	154	5	Per. 1Rm. 608-27 Per. 2 Rm. 608-41 Per. 3 Rm. 605-33 Per. 4 Rm. 605-22 Per.5 Rm. 605-31
AP Econ	Economics for AP & Economics by Example	70	41	1	Per. 5 Rm. 608-41
Civics and AP Civics	American Government- Prentice Hall (2006)	182	136	4	Per.2 Rm. 608-41 Per.3 Rm 605-33 Per.4 Rm. 605-26 Per. 5 Rm. 605-36 Per. 5 Rm. 608-41
-155-		70	41	1	

May utilize the Master Schedule to get this information.

High School Instructional Materials Survey and Course Section Information
 To be completed by the School/District C.2.1 and C.2.4

Course/Course	Listing of Instructional Materials/Publisher/Edition Purchased for all Students Enrolled	Total Materials Purchased	Total Students Enrolled	# of Sections	# Periods, room numbers, with # of Students Enrolled and Special Designations
Math 1 Integrated Common Core	Mathematics Visions Project modules Secondary One: Curriculum Materials Integrated Pathway CCSS Mathematics http://www.mathematicsvisionproject.org/secondary-one-mathematics.html	460	339	10	Per.1 Rm. 612-35 Per.2 Rm. 609-37 H Per.2 Rm. 615-34 Per.2 Rm 612-34 Per.3 Rm. 609-39 H Per.4 Rm. 615-35 Per.4 Rm.612-21SDA Per.5 Rm. 612-35 Per.6 Rm. 615-35 Per. 7 Rm. 612-34
Math 2	460 packets for students ordered Req. #14-00185 @ 1per student .	460	310	9	Per.1 Rm 602-40 H Per.1 Rm 614-32 Per.3 Rm.602-37 H Per.4 Rm 602-30 Per.4 Rm. 609-31SDA Per.5 Rm.602-35 Per.5 Rm.609-36 Per.6 Rm.609-34 Per.3 Rm. 612-35
Common Core Math			63	2	Per.2 Rm.614-33 Per.3 Rm. 614-30

Math 3			185	5	Per. 1 Rm.609-38 Per.4 Rm.614-28 H Per.6 Rm.602-39 Per,6 Rm.614-44 H Per,7 Rm 602-36
--------	--	--	-----	---	--

Course/Course	Listing of Instructional Materials/Publisher/Edition Purchased for all Students Enrolled	Total Materials Purchased	Total Students Enrolled	# of Sections	# Periods, room numbers, with # of Students Enrolled and Special Designations
AP Calculus	Calculus: Graphical, Numerical, Algebraic (AP edition); 3rd edition (2007) Pearson	34	31	1	Per.7 Rm 614-31
Elective Math	Consumer Math AGS (2003)	70	5	1	Per.1 Rm. 615-5

BI = Bilingual; RS = Resource; SD = Special Day; OSE = Other Special Education; Advanced Placement = AP

High School Instructional Materials Survey and Course Section Information
To be completed by the School/District C.2.1 and C.2.4

Course/Course #	Listing of Instructional Materials/Publisher/Edition Purchased for all Students Enrolled	Total Materials Purchased	Total Students Enrolled	# of Sections,	# Periods, room numbers, with # of Students Enrolled
Biology	Holt Rinehart and Winston (2007)	259	152	5	Per.5.Rm 102-31 Per.6 Rm. 102-33 Per.7 Rm. 102-30
AP Env. Science	Living in the Environment Ordered 11, ISBN#9781285197289	30	18	1	Per.3 Rm.102-18
Chemistry	Zumdahl Houghton Mifflin (2000)	141	78	2	Per 6 Rm. 105-37 Per. 7Rm. 105-41
Earth Science	McDougal Littell (2005) Prentice Hall(2006) Earth Science	396	220	7	Per.1Rm. 103-33 Per.2 Rm. 103-27 Per. 3 Rm. 103-23 Per.4Rm.103-31 Per 5 Rm. 103-35 Per.6 Rm. 103-35 Per.5 Rm. 105-36
SDAIE					
Physics	Foresman Addison Westley (1999)	177	56	2	Per. 3Rm. 105-33 Per. 4 Rm. 105-23
Intro. Engi. Design	Engineering Curriculum on Internet		64	2	Per.1Rm. 105-33 Per.2 Rm. 105-31
AP Bio	AP Bio Campbell-Reece Am edition (2008) - Pearson	73	31	1	Per.2, AP Bio Rm. 102-31

GHS—Science- 2015-2016

Course/Course #	Listing of Instructional Materials/Publisher/Edition Purchased for all Students Enrolled	Total Materials Purchased	Total Students Enrolled	# of Sections	# Periods, room numbers, with # of Students Enrolled and Special Designations
Ag Bio Biology	Holt California Biology {2007}	259	132	4	Per.1 Rm.402-31 Per.4 Rm. 402-31 Per.5 Rm. 405-36 Per.7 Rm. 405-34
Ag Earth	California Earth Science Prentice Hall {2006}	60	35	1	Per. 6 Rm. 401-35
Animal Science	Modern Livestock & Poultry Prod.	34	31	1	Per.5 Rm 403-31
Horticulture	Books to be ordered		36	1	Per.6 Rm.402-26
Ag. Eng/Mech 1/2	Agricultural Mechanics, Delmar Cengage	102	56	2	Per.1Rm.401-29 2/3 Per.3Rm.401-27-2
Ag. Eng/Mech 1/2	Agricultural Mechanic, Delmar Cengage		136	4	Per.2.Rm. 401-36-1 Per.3 Rm. 401-27-2 Per.5 Rm. 401-38-1 Per. 7 Rm. 401-35-1
Ag. Chem.	Introduction To Chemistry-Zumdahl Books being ordered		69	2	Per.1 Rm. 403-34 Per.7 Rm. 403-35

Design	ART I a/k	41			Per.3 Rm. 403-25 Per.6 Rm. 403-31
Ag. Bus. Mgt.Econ	Two titles to be ordered		32	1	Per. 3 Rm 402-32

High School Instructional Materials Survey and Course Section Information

To be completed by the School/District C.2.1 an C.2.4

Course/Course #	Listing of Instructional Materials/Publisher/Edition Purchased for all Students Enrolled	Total Materials Purchased	Total Students Enrolled	# of Sections	# Periods, room numbers, with # of Students Enrolled and Special Designations
Voc. English 9-12	AGS ELA		5	1	Per. 7 Rm 610-5
Voc. Lifeskills			5	1	Per. 3 Rm 610-5
Voc.math10-12	Consumer Math (AGS)	0	5	1	Per. 1Rm. 615-5
Voc. Health -162-	AGS Health	0	4	1	Per. 6 Rm. 613-4
Civic/Econ.	AGS United States Government	17	12	1	Per. 2 Rm. 613-12 (fall)-6 (Spring)-6

GHS -Special Education 2015-2016

Course/Course#	Listing of Instructional Materials/Publisher/Edition Purchased for all Students Enrolled	Total Materials Purchased	Total Students Enrolled	# of Sections	# Periods, room numbers, with # of Students Enrolled and Special Designations
Life Skills	PC Education Integrated Reading and Writing Edmark Mathematics PC Education Technology Cooking PC Education Technology Survival Signs/Environmental Edmark Clocks/Time Scholastic Readers Software Touch Math Curriculum Additional Resources Reading Mastery Reading	All are computer based and programs are accessed in the classroom.	13	6	Per. 1 Rm. 303-11 Per. 3 Rm. 303-10 Per. 4 Rm. 303-11 Per. 5 Rm. 303-13 Per. 6 Rm. 303-13 Per. 7 Rm. 303-13
-163-	Textbook - Grade 4 Reading Mastery Reading Textbook Grade 4 Reading Mastery Reading Textbook Grade 3	4 4 5			

May utilize the Master Schedule to get this information.

*BI = Bilingual; RS = Resource; SD = Special Day; OSE = Other Special Education; Advanced Placement = AP

King City High School Instructional Materials Survey and Course Section Information
To Be Completed by the School/District C.2.1 AND C.2.4

Course/ Course #	Listing of Instructional materials/ Publisher/ Edition purchased for all students enrolled	Total Materials Purchased	Total Students Enrolled	Number of Sections	++Periods, room numbers, with the # of students enrolled- and special designations*
English/Language Arts					
ENG 1/Pre-Ap	Glencoe Literature: The Reader's Choice- Course 4, 2002 (teal green)	341	229	7	P.1 Rm. 122- 35 P.2 Rm. 122-35 P.4 Rm. 125-35 P.5 Rm. 122-29 P.6 Rm. 132-35 P.3 Rm. 132-28(Pre-AP) P.4 Rm. 132-35(Pre-AP)
ENG 2/Pre-Ap	Glencoe Literature: The Reader's Choice- Course 5, 2002 (red)	345	237	8	P. 1 Rm. 103-35 P. 4 Rm. 114-34 P.5 Rm. 114-19 P.6 Rm. 103- 24 P.6 Rm. 134-21 P.7 Rm. 103-32 P.4 Rm. 134-34 (pre-AP) P.5 Rm. 134- 38 (pre-AP)
ENG 3/AP	Glencoe Literature: The Reader's Choice- Course 4, 2002 (blue)	397	224	7	P. 1 Rm. 141-30 P. 2 Rm. 141-33 P. 5 Rm. 141-27 P. 6 Rm. 141-19 P. 7 Rm. 122-33 P. 3 Rm. 141-36 (Pre-AP) P. 7 Rm. 141- 34 (Pre-AP)
ENG 4 AP	Glencoe British Literature: The Reader's Choice-, 2002 (dark green)	259	12	1	P. 6 Rm. 161- 12
ENG 4 ERWC	California State University- Expository Reading and Writing Curriculum, 2008 ERWC Curriculum is reproducible The materials are in three teacher binders and each teacher has a binder. Every student has a paper copy of each lesson in their student binder @ 1 packet per student.	No textbook needed	182	6	P. 2 Rm. 161-19 P.3 Rm. 114- 32 P. 5 Rm. 161- 34 P.6 Rm. 114-35 P.7 Rm. 114- 33 P.7 Rm. 161-29
AP Capstone Seminar		No textbook needed	19	1	P.2 Rm. 111-19

King City High School Instructional Materials Survey and Course Section Information
To Be Completed by the School/District C.2.1 AND C.2.4

Course/ Course #	Listing of Instructional materials/ Publisher/ Edition purchased for all students enrolled	Total Materials Purchased	Total Students Enrolled	Number of Sections	++Periods, room numbers, with the # of students enrolled- and special designations*
ELD 1	Edge (Red) Hampton- Brown Edge Fundamentals, 2009	100	7	1	P. 1 Rm. 134-7
ELD 2	Edge (Orange) Level A. Hampton- Brown Edge Fundamentals, 2009	87	17	1	P.1 Rm. 134-17
ELD 3	Edge (Blue) Level B. Hampton- Brown Edge Fundamentals, 2009	47	5	1	P. 7 Rm. 134-5
-165- D Strategic		47	24	1	P.2 Rm. 134-24
LTELD 9			62	2	P. 3Rm. 103-30 P. 5 Rm. 103- 32
LTELD 10			38	2	P. 2 Rm. 125-19 P. 3 Rm. 125- 19
LTELD 11			26	2	P. 1 Rm. 125-14 P. 6 Rm. 125-12
LTELD 12			22	1	P.5 Rm. 125-22

++ May utilize the Master schedule to give this information

King City High School Instructional Materials Survey and Course Section Information
To Be Completed by the School/District C.2.1 AND C.2.4

Course/ Course#	Listing of Instructional materials/ Publisher/ Edition purchased for all students enrolled	Total Materials Purchased	Total Students Enrolled	Number of Sections	++Periods, room numbers, with the # of students enrolled- and special designations*
Mathematics					
Math 1/1A/1B/ Honors/SDAIE	Integrated Common Core: Mathematics Visions Project Modules: Secondary One, Curriculum Materials Integrated Pathway CCSS Mathematics	No Textbook needed.	415	17	P. 1 Rm. 112-30 P. 2 Rm. 112-25 P. 4 Rm. 112-37 P. 5 Rm. 112-25 (Honors) P. 7 Rm. 144-34 (Honors) P. 4 Rm. 150-16 (SDAIE)
-166- Math 2 Honors/SDAIE	Integrated Common Core: Mathematics Visions Project Modules: Secondary Two, Curriculum Materials Integrated Pathway CCSS Mathematics	No Textbook needed.	204	7	<u>Math 1A</u> P. 1 Rm. 142-11 P. 2 Rm. 150-27 P. 3 Rm. 142-17 P. 4 Rm. 142-16 P. 5 Rm. 150-26 P. 5 Rm. 142-7 P. 6 Rm. 150-32 P.6 Rm. 142-14 <u>Math 1B</u> P. 2 Rm. 144-29 P. 3 Rm. 144-35 P. 4 Rm. 149-34
Math 3	Integrated Common Core: Mathematics Visions Project Modules: Secondary Two, Curriculum Materials Integrated Pathway CCSS Mathematics	No Textbook needed.	98	3	P. 2 Rm. 102-37 P. 5 Rm. 149-35 P. 5 Rm. 102-25 P. 6 Rm. 102-32 P. 3 Rm. 102-38 (Honors) P. 4 Rm. 102-27 (Honors) P.7 Rm. 150-10 (SDAIE)
	<i>Teachers have access to this online textbook and print out the modules for the students, chapter by chapter.</i>				P. 1 Rm. 149-36 P. 3 Rm. 150-35 P. 7 Rm. 102-27

Common Core Math			79	1	P. 1 Rm. 144-32 P. 4 Rm. 144-21 P. 5 Rm. 144-26
Pre-Calculus	Precalculus: Graphical, Numerical, and Algebraic, Pearson 2007.	130	45	2	P. 1 Rm. 150-30 P. 6 Rm. 112-15
Calculus AP	Calculus AP edition, Prentice Hall 2007	30	21	1	P. 2 Rm. 149-27
Adv. Algebra/ Financial Applications	Financial Algebra, Cengage Learning 2011.	90	60	2	P. 6 Rm. 149-35 P. 7 Rm. 149-22

-167-

++ May utilize the Master schedule to give this information

*BI= Bilingual, RS=Resource, SD=Special Day OSE= Other Special Education, AP= Advanced Placement

King City High School Instructional Materials Survey and Course Section Information
To Be Completed by the School/District C.2.1 AND C.2.4

Course/ Course #	Listing of Instructional materials/ Publisher/ Edition purchased for all students enrolled	Total Materials Purchased	Total Students Enrolled	Number of Sections	++Periods, room numbers, with the # of students enrolled- and special designations*
SPED					
Eng 9	Glencoe Literature: The Reader's Choice- Course 4, 2002 (teal green)	341	43	4	P. 1 Rm. 124-9 P. 2 Rm. 124-12 P. 3 Rm. 124-10 P. 4 Rm. 124-12
Eng 10	Glencoe Literature: The Reader's Choice- Course 5, 2002 (red)	345	28	3	P. 1 Rm. 162-10 P. 2 Rm. 185- 8 P. 3 Rm. 162-10
Eng 11	Glencoe Literature: The Reader's Choice- Course 4, 2002 (blue)	397	12	2	P. 4 Rm. 162-7 P. 7 Rm. 162-5
Eng 12	Glencoe British Literature: The Reader's Choice-, 2002 (dark green)	259	13	1	P. 6 Rm. 123-13
Vocational Eng. 10			7	2	P. 1 Rm. 185-5 P. 2 Rm. 162-2
Vocational Math 10			7	1	P. 7 Rm. 142-7
Vocational Health			7	1	P. 3 Rm. 123-7
Life Skills			8 (same students all day)	7	P. 1-7 Rm. 173-8
Personal Transitioning			6	1	P.5 Rm. 124-6
Study Skills			88	9	P. 1 Rm. 123-12 P. 2 Rm. 123-7 P. 3 Rm. 133-12 P. 4 Rm. 133-10 P. 4 Rm. 185-10 P. 5 Rm. 185-2 P. 6 Rm. 121-13 P. 7 Rm. 124-11 P.7 Rm. 121-11

++ May utilize the Master schedule to give this information

*BI= Bilingual, RS=Resource, SD=Special Day OSE= Other Special Education, AP= Advanced Placement

King City High School Instructional Materials Survey and Course Section Information
To Be Completed by the School/District C.2.1 AND C.2.4

Course/ Course #	Listing of Instructional materials/ Publisher/ Edition purchased for all students enrolled	Total Materials Purchased	Total Students Enrolled	Number of Sections	++Periods, room numbers, with the # of students enrolled- and special designations*
Science					
Biology	Modern Biology, Holt Rinehart and Wilson 2002	291	174	5	P. 1 Rm. 115-35 P. 3 Rm. 116-38 P. 4 Rm. 115-33 P. 6 Rm. 115-33 P.7 Rm. 115-35
Pre- AP Biology	Modern Biology, Holt Rinehart and Wilson 2002		38	1	P. 2 Rm. 115-38
AG Chemistry	Chemistry Matter & Change, 2005, Glencoe	245	76	2	P. 1 Rm. 192-37 P. 7 Rm. 192- 39
Chemistry	Chemistry Matter & Change, 2005, Glencoe		69	2	P. 2 Rm. 101-34 P. 7 Rm. 101-35
Chemistry	AP Chemistry, Cengage Learning, 2014.		35	26	1
Earth Science	Earth Science, McDougal Littell 2005	421	175	45	P. 1 Rm. 116-35 P. 2 Rm. 116-33 P. 4 Rm. 116-34 P. 5 Rm. 116-36 P. 7 Rm. 116-37
Physics	Physics: Principles & Problems	89	31	1	P. 3 Rm. 112-31
Forensic Science	Criminalistics 9 th ed. Pearson /Prentice-Hall, 2007	45	35	1	P. 3 Rm. 115-35
AG Earth Science	California Earth Science Prentice Hall 2006	60	35	1	P. 2 Rm. 192-35
AG Biology	California Biology, 2007, Holt.	108	70	2	P. 6 Rm. 196-35 P. 7 Rm. 196-35
AG Biology Honors	California Biology, 2007, Holt.		37	1	P.2 Rm. 186-37

King City High School Instructional materials Survey and Course Section Information
To Be Completed by the School/District C.2.1 AND C.2.4

Course/ Course #	Listing of Instructional materials/ Publisher/ Edition purchased for all students enrolled	Total Materials Purchased	Total Students Enrolled	Number of Sections	++Periods, room numbers, with the # of students enrolled- and special designations*
History/ Social Science					
World History	CA Modern World History: Patterns of Interaction, McDougal Littell, 2006.	380	240	7	P. 1 Rm. 146-35 P. 5 Rm. 146-31 P. 2 Rm. 148-35 P. 6 Rm. 147-33 P. 3 Rm. 147-35 P. 7 Rm. 147-35 P. 4 Rm. 148-36
US History	The Americans, McDougal Littell, 2006.	276	175	5	P. 1 Rm. 148-36 P. 3 Rm. 148-36 P. 5 Rm. 148-33 P. 6 Rm. 148-35 P. 7 Rm. 148-35
US History AP	American Pageant AP edition, 15 th ed. Cengage Learning, 2013.	70	70	2	P. 2 Rm. 147-35 P. 4 Rm. 147-35
-170- Economics			111	4	P. 2 Rm. 182-29 P. 2 Rm. 182-34 P. 4 Rm. 123-14 P.7 Rm. 182-34
AP Economics	Economics: Concepts and Choices, McDougal Litell, 2006.	262	1	1	P. 4 Rm. 182-26 P.4 Rm. 182-26 P. 5 Rm 182-31
AG Business Management Econ.			64	2	P. 1 Rm. 200-35 P. 7 Rm. 200-29
Civics	American Government, Prentice Hall, 2006.	189	189	6	P. 2 Rm. 146-35 P. 4 Rm. 123-15 P. 2 Rm. 146-41 P. 7 Rm. 146-37 P. 4 Rm. 146-18 P. 4 Rm. 146-26
AP Government/ Politics	Government in America AP, Pearson, 2014	36	35	1	P. 1 Rm. 182-35
AP Human Geography	Cultural Landscape, AP Edition, Pearson 2014.	66	46	2	P. 3 Rm. 182-18 P. 6 Rm. 182-28
AP European History	Making Europe: The Story of the West. Cengage. 2014	70	57	2	P. 3 Rm. 146-27 P. 6 Rm. 146-30

++ May utilize the Master schedule to give this information

King City High School Instructional materials Survey and Course Section Information
To Be Completed by the School/District C.2.1 AND C.2.4

Course/ Course #	Listing of Instructional materials/ Publisher/ Edition purchased for all students enrolled	Total Materials Purchased	Total Students Enrolled	Number of Sections	++Periods, room numbers, with the # of students enrolled- and special designations*
Foreign Language					
Spanish I	Descubre I Level 1, 2008/2011, Vista Higher Learning	185	170	5	P. 1 Rm. 143-34 P. 2 Rm. 143-32 P. 3 Rm. 143-39 P. 4 Rm. 145-36 P. 5 Rm. 145-37
Spanish II	Descubre II Level 2, 2008/2011, Vista Higher Learning	103	100	3	P. 1 Rm. 145-37 P. 2 Rm. 145-33 P. 6 Rm. 145-30
Spanish for Fluent Speakers	Nosotros Y Nuestro Mundo: Spanish for Spanish Speakers 1, Glencoe 2000	146	107	5	P. 4 Rm. 143-37 P. 5 Rm. 143-33 P. 7 Rm. 143-37
Spanish AP	Abriendo Paso- Gramatica, 2014, Pearson.	70	73	2	P. 6 Rm. 116-35 P. 7 Rm. 145-38
	Abriendo Paso- Temas y Lecturas, 2014 Pearson.	70			
	AP Spanish Prep for Language & Culture Exam, 2014 Pearson.	35			

++ May utilize the Master schedule to give this information

*BI= Bilingual, RS=Resource, SD=Special Day OSE= Other Special Education, AP= Advanced Placement

King City High School Instructional materials Survey and Course Section Information
To Be Completed by the School/District C.2.1 AND C.2.4

Course/ Course #	Listing of Instructional materials/ Publisher/ Edition purchased for all students enrolled	Total Materials Purchased	Total Students Enrolled	Number of Sections	++Periods, room numbers, with the # of students enrolled- and special designations*
Electives					
Horticulture	Introduction to Horticulture 4 th ed, Pearson, 2009.	40	34	1	P. 2 Rm. 200-34
Adv. Floral Design	Art of Flower Design, Delmar 2000.	42	24	1	P. 3 Rm. 200-24
Art/Hist. of Flowers	ArtTalk, Glencoe 2005.	40 (class set only)	73	2	P. 5 Rm. 200-34 P. 6 Rm. 200-39
Drama	The Stage and the School, McGraw-Hill 2005.	40	33	1	P. 1 Rm. 161-33
Adv. Drama		No Textbook Needed	26	1	P. 3 Rm. 161-26
-172- 1		No Textbook Needed	209	6	P. 1 Rm. 171-33 P. 2 Rm. 104-35 P. 3 Rm. 104-41 P. 5 Rm. 171-23 P. 6 Rm. 171-39 P. 7 Rm. 104-38
Art 2		No Textbook Needed	100	3	P. 1 Rm. 104-33 P. 4 Rm. 171-33 P. 5 Rm. 104-34
Art 3		No Textbook Needed	53	2	P. 2 Rm. 171-24 P. 3 Rm. 171-29
AG Mechanics			182	5	P. 3 Rm. 192-40 P. 4 Rm. 192-36 P. 5 Rm. 192-33 P. 6 Rm. 194-36 P. 7 Rm. 194-37
Ag Mechanics 2	Agriculture Mechanics: Fundamentals & Applications 6 th ed., Cengage 2010.	100 (class set only)	63	2	P. 1 Rm. 194-34 P. 4 Rm. 194-29
Ag Mechanics 3			58	2	P. 2 Rm. 194-25 P. 3 Rm. 194-33
AG Animal Science	Modern Livestock & Poultry Production 8 th ed. Cengage Learning 2010.	41 (class set only)	71	2	P. 3 Rm. 196-35 P. 4 Rm. 196-36

AG Leadership		No Textbook Needed	32	1	P. 5 Rm. 195-32
Cont. World History		No Textbook Needed	35	1	P. 1 Rm. 182-35
Intro. Engin. Design		No Textbook Needed	98	3	P. 3 Rm. 101-32 P. 5 Rm. 101-32 P. 6 Rm. 101-34
Leadership		No Textbook Needed	36	1	P. 4 Rm. 103-36
LinkCrew		No Textbook Needed	26	1	P. 4 Rm. 104-26
Freshman Seminar	Career Choices 5 th ed. Academic Innovations 2011.	80	57	2	P. 1 Rm. 132-22 P. 7 Rm. 132-35
Yearbook		No Textbook Needed	30	1	P. 2 Rm. 113-30
Journalism		No Textbook Needed	21	1	P. 5 Rm. 132-21
Study Skills		No Textbook Needed	88	9	P. 1 Rm. 123-12 P. 3 Rm. 133-12 P. 4 Rm. 185-10 P. 6 Rm. 121-13 P.7 Rm. 121-11 P. 2 Rm. 123-7 P. 4 Rm. 133-10 P. 5 Rm. 185-2 P. 7 Rm. 124-11
-173- Concert Band Adv.		No Textbook Needed	89	1	P. 6 Rm. 162-89
Concert Band Beg.			66	1	P. 5 Rm. 162-66
Jazz Band		No Textbook Needed	24	1	P. 7 Rm. 162-24
Computer Lit.			48	2	P. 5 Rm. 181-21 P. 6 Rm. 181-27
Computer App. Intro	Century 21 Computer Skills & Applications Lessons 1-90, 10 th ed. Cengage Learning 2015.	80	248	8	P. 1 Rm. 181-31 P. 1 Rm. 186-31 P. 2 Rm. 181-31 P. 3 Rm. 181-31 P. 3 Rm. 186-31 P. 4 Rm. 181-31 P. 6 Rm. 186-31 P. 7 Rm. 186-31
Computer App. 1	(Textbook is only used during class time)		43	2	P. 4 Rm. 186-28 P. 5 Rm. 186-15
Computer App. 2			14	2	P. 4 Rm. 186-1 P. 5 Rm. 186-13

Elective P.E		No Textbook Needed	86	2	P. 4 Rm. Gym- 43 P. 4 Rm. Gym-43
Read 180/Strategic			86	8	P. 1 Rm. 133-8 P. 2 Rm. 133-8 P. 3 Rm. 122-13 P. 6 Rm. 133-12 P. 6 Rm. 123-10 P. 7 Rm. 133-12 P. 7 Rm. 123-10 P. 4 Rm. 122-13

-174-

++ May utilize the Master schedule to give this information

*BI= Bilingual, RS=Resource, SD=Special Day OSE= Other Special Education, AP= Advanced Placement

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
GOVERNING BOARD

SUBJECT: Approval of revised and updated job descriptions for Chief Business Official, Director of Maintenance, Operations, Transportation, Facilities, Sr. Director of Information Technology and Executive Assistant

MEETING: September 16, 2015

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

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

Summary:

Job descriptions for the positions of Chief Business Official, Director of Maintenance, Operations, Transportation and Facilities, Senior Director of Information Technology and Executive Assistant have been revised and updated. Enclosed are the job descriptions for these positions which better outline the essential functions, duties, responsibilities, qualifications and skills needed to succeed in each of the positions.

Recommendation:

It is recommended that the State Administrator approve the above referenced job descriptions.

Fiscal Impact:


N/A

Submitted By:



Claudia Arellano
Human Resources Director

Approved:



Daniel R. Moirao
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

CHIEF BUSINESS OFFICIAL

BASIC JOB FUNCTIONS:

Under the direction of the State Administrator/Superintendent, the Chief Business Official (CBO) will plan, organize and direct District business operations, as well as supervise and review the activities of the District's Business Office. The CBO will provide expertise and advice on school business matters, provide leadership and assume primary responsibility for all related Business Services functions, including, but not limited to Budget Development, Fiscal and Accounting Services, Maintenance Operations, Transportation, Facilities Management, Information Technology, Child Nutrition Services, and Health & Welfare Benefits, and Risk Management. The CBO promotes and supports the mission, vision, goals, policies and practices of the district, is a strong team builder, who possesses positive collaborative leadership skills, possesses creative and visionary capabilities, and has an in-depth knowledge of fiscal operations of a school district.

DISTINGUISHING CHARACTERISTICS, IF APPLICABLE:

- Lead the functions of the Business Department in a manner consistent with serving customers in a professional and direct manner
- Clearly articulate to internal and external stakeholders the district's goals and programs as well as the vision of the South Monterey County Joint Union High School District

ESSENTIAL JOB FUNCTIONS: This list is intended to be illustrative and does not represent an exhaustive list of duties and responsibilities.

- Providing advice and counsel to the State Administrator, management team and others on all matters relating to the functions of the business services in the district.
- Preparing reports and recommendations for the State Administrator including comprehensive financial data covering all aspects of school finance.
- Coordinating and managing all matters relating to the external auditing of all fiscal aspects of programs and offices in the district.
- Organizing, administering, and supervising payroll, purchasing, risk management, accounts payable/receivable, maintenance, operations, transportation and facilities. Information technology, school nutrition, and health & welfare benefits.
- Directs, coordinates, and prepares the annual budget and interim reports for approval and adoption by the Board of Trustees as well as for county and state review.
- Facilitates the development of the LCAP for the district.
- Compiles analyzes and consolidates budget information objectives; administers and directs the program of accounting for District funds.
- Maintains a current knowledge of and implements legal requirements in the preparations and administration of budgets.
- Administering pupil attendance for the district and providing for the preparation of required county, state, and federal reports.
- Provides technical advice and assistance regarding fiscal services to site and District administrators.
- Prepares written forecasts of income and expenditures, actively pursues additional sources of funds for the District, and proposes fiscal measures to maximize resources.
- Prepares and monitors the annual budget and interim reports, including estimating revenues and expenditures.
- Serves as the district's investment manager, including administration of bonds and the State loan.
- Secures and maintains adequate insurance and fidelity bonds as required by law and administers the various District insurance programs.
- Presents the budget and interim reports to the State Administrator, staff and community.
- Serves as the District's representative in legal matters pertaining to the District's financial interests.
- Provides leadership and expertise in assessing, identifying, formulating, and implementing the District's fiscal goals and objectives.
- Prepares or causes to be prepared policies and administrative regulations related to the Business Department.
- Works with the State Administrator/Superintendent and the bargaining team to develop strategies and proposals for collective bargaining.
- Serves as a member of the District's negotiation team and may serve as the Chief Negotiator in the State Administrator/Superintendent's absence
- Serves on State Administrator/Superintendent's cabinet.
- Plans, recommends, and establishes procedures and controls for efficient property management, including collection and monitoring of developer fees, rentals, and contracts; administers rental and leasing of facilities.
- Other related duties and responsibilities as required.

MINIMUM QUALIFICATIONS

Knowledge of:

- Budgeting, accounting, auditing and statistical procedures, policies and methods in a public school district
- Laws, rules and regulations relating to California School Budgeting
- Principles, concepts and techniques of budget development, accounting, cost benefit analysis, budget control, risk management, purchasing, staff projections and financial administration and reporting
- Written and oral interpersonal skills to prepare complex and decisive reports, prepare and deliver formal presentations to large and diverse audiences
- Advanced technical computer skills
- Aspects of facilities development and management including school construction, operations management and facilities maintenance
- The principles, practices, trends, goals, and objectives of public education
- Fiscal management, function, and activity planning
- Forecasting, projecting, auditing, and managing a variety of information
- Data management, storage, retrieval, and dissemination systems

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

CHIEF BUSINESS OFFICIAL

- California Education Code and the California State Accounting Manual
- All Federal, State and local regulations pertaining to school districts
- Interpersonal skills using tact, patience and courtesy

Ability to:

- Assist the State Administrator/Superintendent and Board of Trustees in developing the District's short-range and long-range financial planning
- Conceptualize new ideas, approaches and integrates them into a coherent implementation strategy
- Develop and present complex reports in a concise and effective manner
- Develop and implement policies and procedures of the administrative operations of the district
- Demonstrate mental acuity sufficient to perform the essential functions of the position effectively
- Manage multiple simultaneous projects
- Maintain a work pace appropriate to a given workload
- Exercise proper discretion in dealing with confidential matters; maintains a commitment to professional growth and lifelong learning
- Establish and maintain effective and cooperative working relationships with individuals and groups
- Organize, train, direct and motivate staff to achieve high levels of productivity and service
- Communicate effectively, both orally and in writing

PHYSICAL DEMANDS / WORKING CONDITIONS:

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the essential functions and responsibilities of this job, the employee is regularly required to sit for extended periods of time; walk, push, lift, bend, reach, climb; speak and hear effectively. Requires the ability to use near vision to read printed materials. Requires manual and finger dexterity to write, use a keyboard to operate a computer and other standardized office equipment requiring repetitive motions. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

Working Conditions: Work is performed primarily indoors in an office environment, engaged in work of a primarily sedentary nature.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret situations; learn and apply new information or skills; work under deadlines with constant interruptions; and interact with students, staff, parents, the public, and others encountered in the course of work.

WORK ENVIRONMENT: This employee works in an office environment where the noise level is usually moderate to loud.

EDUCATION AND EXPERIENCE

Required: Any combination equivalent to a Bachelor's Degree in Business Administration, or related field and/or five (5) years of increasingly responsible experience that provides the required knowledge and abilities to carry out the duties of the position.

Desired

- Bachelor's / Master's degree with coursework in Accounting, Business Administration, Public Administration, Economics or related field
- Direct school experience, which includes school finance, school law or related
- Chief Business Official Certification
- Bilingual English/Spanish

LICENSES, CERTIFICATES and CLEARANCES: Prospective and current employees are expected to possess and maintain the following:

- Valid California Driver's License with evidence of insurability

CONDITIONS OF EMPLOYMENT: Upon an offer of employment, prospective employees shall meet the following requirements as a condition of employment:

- Department of Justice fingerprint clearance processed by the District or District-approved agency
- TB (Tuberculosis) clearance
- Pre-employment physical
- Evidence of that all conditions listed under Licenses, Certificates and Clearances have been met
- File the oath or affirmation of allegiance required by Government Code Sections 3100-3109

SALARY RANGE: \$ 105,624 - \$134,806 (dependent on experience)

WORK YEAR: 12 months

Job Description: Chief Business Official

South Monterey County Joint Union High School District

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

DIRECTOR OF MAINTENANCE, OPERATIONS, TRANSPORTATION AND FACILITIES

BASIC JOB FUNCTIONS:

Under the general supervision of the Chief Business Official, directs the Maintenance, Operations, Transportation and Facilities Departments providing overall leadership and vision, including the development and achievement of short- and long-term goals, and work with the administrative team to develop and maintain the concept of "teamwork" in the district. The Director of MOTF is a member of the State Administrator/Superintendent's cabinet, who supports and promotes the mission, vision and goals of the district.

DISTINGUISHING CHARACTERISTICS, IF APPLICABLE:

- Lead the functions of the MOTF Department in a manner consistent with serving customers in a professional and direct manner
- Clearly articulate to internal and external stakeholders the district's goals and programs as well as the vision of the South Monterey County Joint Union High School District

ESSENTIAL JOB FUNCTIONS

- Organizes and supervises the Maintenance, Operations, Transportation and Facilities department.
- In collaboration with the Chief Business Official assists in the preparation of the budgets for the Maintenance, Operations and Transportation Departments.
- Supervises and performs evaluations for the Maintenance, Operations and Transportation Department staff.
- Develops and implements department procedures and practices to ensure satisfactory operation of MOTF services in the District.
- Plans, organizes and conducts personnel orientation and in-service training programs.
- Responsible for the administration, formulation and development of long-term planning governing transportation services.
- Plans and coordinates optimal District student transportation schedules, routes and stops to maximize service to students, minimize cost and for effective utilization of transportation equipment and staff.
- Assures the enforcement of safety programs and the safety compliance of bus fleets and operations.
- Supervises the maintenance and repair of District vehicles, buses and related equipment; oversee shop/garage activities; order parts and related inventory as needed.
- Acts as a liaison with the CHP Motor Carrier for annual terminal inspections; review all CHP annual bus safety inspections.
- Provides information to and resolve student transportation problems with parents, principals and other school administrators.
- Supervises departmental compliance with all licensing and certification requirements.
- Investigates and compiles information on any accident involving pupil transportation, prepare necessary reports and recommend remedial action as appropriate.
- Plans, organizes and directs operations and activities related to the installation, configuration and maintenance of fire and security alarm systems.
- Supervises the facilities construction, renovation and maintenance process as supervisor of construction manager(s) and or contractors or is the District representative for specific projects.
- Prepares reports and briefings for the Board of Education; Assists in the coordination of the District's Planning and Accountability processes; performs or causes to be prepared needs assessments and prepares the District's Five Year Deferred Maintenance Plan.
- Prepares or causes to be prepared policies and administrative regulations related to the MOTF Department.
- Overall responsibility for the public bid process; prepares and administers public bids.
- Maintains knowledge of laws and Board policies related to Facilities, Operations and Transportation
- Prepares facilities and operations management reports.
- Plans, organizes and directs the work of the District's MOTF staff.
- Prepares or assists in the preparation of State funding applications and expenditure reports.
- Analyzes strategies/alternatives for facilities asset management.
- Prepares and submits all required facility related reports to the State of California on the State of California software and/or forms; participates in the selection of Maintenance and Operations software systems.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Procedures, methods and techniques of effective management, involving the maintenance and operation of educational facilities, equipment, and real property; school construction, finance, accounting, and budgeting; security methods, precautions, systems and procedures;
- Principles and practices relating to school custodial, grounds, skilled maintenance and transportation functions
- Management principles in purchasing, personnel, budgeting
- Methods used to plan, organize and direct operations and activities related to the installation, configuration and maintenance of alarms
- District organization, operations, policies and objectives
- Principles and practices of administration, supervision and training
- Energy management, preventive maintenance practices, OSHA requirements and EPA regulations
- Facilities master planning techniques, State reporting requirements and standards

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

DIRECTOR OF MAINTENANCE, OPERATIONS, TRANSPORTATION AND FACILITIES

- Operations, services and activities of a comprehensive school district facilities program
- Standard commercial/school construction methods, terminology, materials, equipment and practices
- Building materials and their applications
- Health and safety regulations
- Federal and State and local regulations governing facilities, maintenance, safety, transportation
- Interpersonal skills using tact, patience and courtesy

Ability to:

- Work with considerable independence to provide leadership and direction in all aspects of the District's Maintenance, Operations and Transportation Programs.
- Plan, organize, direct and manage District-wide maintenance and repair functions, grounds, custodial, transportation services, fleet management, utility management, and District safety, ADA, asbestos, hazardous materials, recycling, indoor air quality and security programs
- Direct and supervise employees for maximum productivity; provide evaluation and training.
- Develop and implement short- and long-range plans and master schedules for assigned activities including preventive maintenance; establish work standards, policies and procedures for maintenance, grounds, custodial and transportation activities.
- Coordinate maintenance and operations functions with facilities planning functions; ensure efficient transfer of new or renovated facilities from construction to the maintenance and operations function.
- Work with architects, building inspectors, school administrators, public agencies and contractors on the design, construction or alteration of school buildings and landscaped areas; serve as district liaison to State Allocation Board, Office of Public School Construction and Director of Industrial Relations for state-funded construction projects.
- Maintain work order control system for labor and materials utilized, personnel assigned, budgets and special programs.
- Serve as district safety coordinator to ensure the district is as hazard free as possible and that employees perform their duties in a safe manner; coordinate with other agencies as needed.
- Conduct staff meetings to coordinate maintenance and operations activities and communicate new developments or instructions; develop and implement new practices and activities as necessary.
- Analyze situations accurately; respond independently and creatively; adopt an effective course of action; apply professional knowledge and administrative ability to direct programs under supervision.
- Ability to exercise proper discretion in dealing with confidential matters; maintains a commitment to professional growth and lifelong.
- Establish and maintain cooperative working relationships.
- Communicate effectively, both orally and in writing.

PHYSICAL DEMANDS / WORKING CONDITIONS:

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is required to hear and speak to exchange information in person or through the use of technology, use hands and fingers to handle, feel or operate objects, tools, or controls and reach with hands and arms. Requires manual and finger dexterity to write, use a keyboard to operate a computer and other standardized office equipment requiring repetitive motions. The employee is occasionally required to stand, sit, taste and/or smell. The employee is required to frequently walk and stand to access work areas and equipment; stoop, kneel, crouch, or crawl to access or place objects or equipment; carry, lift, push or pull moderately heavy objects, ascend and descend ladders, stairs, and ramps, and will involve walking or standing for extended periods. The employee may regularly lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret situations; learn and apply new information or skills; work under deadlines with constant interruptions; and interact with students, staff, parents, the public, and others encountered in the course of work.

WORK ENVIRONMENT

This employee works in an office environment where the noise level is usually moderate to loud. The employee travels to a variety of school and off-site facilities for meetings. Working conditions may include regular exposure to fumes, dust, odors, cleaning agents and chemicals. Exposure to hot, cold, wet, humid, or windy conditions caused by weather may also occasionally be experienced.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

DIRECTOR OF MAINTENANCE, OPERATIONS, TRANSPORTATION AND FACILITIES

EDUCATION AND EXPERIENCE:

Any combination equivalent to:

- Bachelor's degree in business administration, construction management, engineering, public administration or a related field and/or
- Five years supervisory experience in a facilities, maintenance and/or operations capacity. Related experience in a public sector or educational setting is desirable.
- Bilingual English/Spanish highly desirable.

LICENSES, CERTIFICATES and CLEARANCES:

Prospective and current employees are expected to possess and maintain the following:

- Valid California Driver's License with evidence of insurability

CONDITIONS OF EMPLOYMENT:

Upon an offer of employment, prospective employees shall meet the following requirements as a condition of employment:

- Department of Justice fingerprint clearance processed by the District or District-approved agency
- TB (Tuberculosis) clearance
- Pre-employment physical
- Evidence of that all conditions listed under Licenses, Certificates and Clearances have been met
- File the oath or affirmation of allegiance required by Government Code Sections 3100-3109

SALARY RANGE: \$ 66,314 – \$84,636 (dependent on experience)

WORK YEAR: 12 months

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SENIOR DIRECTOR OF INFORMATION TECHNOLOGY

BASIC JOB FUNCTIONS:

Under the direction of the Chief Business Official or designee, plans, recommends, organizes, coordinates and directs all aspects of the district's information technology operation, including networks, data and voice transmission; coordinate, supervise and implement information system applications; supervises and directs staff to maximize efficiency in providing assistance to district-wide users, and in identifying requirements and resolving computer-related issues. The Senior Director of Information Technology is a member of the State Administrator/Superintendent's cabinet; works as a team member with other district administration to implement the district's mission, vision, goals and district's strategic plan.

DISTINGUISHING CHARACTERISTICS, IF APPLICABLE:

- Directs the functions of the IT Department in a manner consistent with serving customers in a professional and direct manner
- Promotes the use of technology in the overall educational program
- Clearly articulate to internal and external stakeholders the district's goals and programs as well as the vision of the South Monterey County Joint Union High School District

ESSENTIAL JOB FUNCTIONS

This list is intended to be illustrative and does not represent an exhaustive list of duties and responsibilities. Incumbents may not perform all duties and responsibilities listed. Other duties may be assigned.

- Plan, organize, participate in, coordinate and direct operations and activities related to the installation, telecommunications systems, multi-media equipment, computer hardware, software, local (LAN) and wide area (WAN) networks, cabling, and peripheral equipment district-wide.
- Supervise and direct the troubleshooting, diagnosis and repair of computer hardware, software, networks and peripheral equipment; assure user needs are met and technical support issues are resolved in a timely manner; respond to after-hours emergencies as needed.
- Develop telecommunication and technology system specifications, analyzing future trends, and making recommendations on possible changes or upgrades.
- Plan, organize, coordinate and direct the selection, development, implementation, training and support of educational and business technology systems including hardware, software, and peripheral equipment for the district's instructional and administrative programs.
- Estimate and provide recommendations for the scope of projects, including the capacity of computer systems and network configurations telecommunications, prepare reports regarding projects, open purchase orders, contracts and vendor resources.
- Ensure the security of the district's data and information systems
- Oversee the purchase of technology software and hardware, including managing site licensing.
- Perform reviews of security and safety procedures and systems.
- Develop, coordinate, direct and implement technology professional development for end users; train assigned staff and supervise their performance, developing work schedules to assure proper direction and completion of assignments.
- Communicate with administrators, vendors, and contractors to coordinate activities and programs, schedule work, resolve issues, and exchange information.
- Communicate with District departments, administrators and personnel to answer questions and resolve issues; consult with department managers to develop system solutions consistent with organizational objectives.
- Evaluate work orders and determine departmental ability to provide services internally or through outside service maintenance.
- Maintains documentation files on programs used throughout the District; develops and maintains information system for backing up administrative and educational data, and for disaster discovery.
- Analyze and report on advances in technology as they may apply to the business of the District.
- Ensure that technology supports for educational goals of the district are in place and are meeting needs of users.
- Formulate and administer departmental budget.
- In collaboration with the Director of Educational Services develops, implements and plans for educational technology.
- Prepare and maintain a variety of records and reports, files, agenda materials and reports related to assigned activities and unit performance.
- Prepare agenda materials and reports for the Governing Board and others as needed.
- Participate, coordinate and direct the formulation and development of technology support policies, procedures and programs.
- Applies for and oversees implementation of E-rate, K-12 Vouchers and other technology grants and funds.
- Ensure Calpads submissions are submitted in a timely manner. Collaborate with site administrators to ensure data submitted is accurate.
- Perform other related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Methods used to plan, organize and direct operations and activities related to the installation, configuration and maintenance of telecommunications systems, multi-media equipment, computer hardware, software, networks and peripheral equipment.
- Principles, methods and procedures of operating network servers and computers in business and educational applications.
- Computer languages, operating systems, hardware and software applications utilized by the district including Windows, Linux and Novell
- Network server systems used by the district, and current industry-leading programming languages, network operating systems, related hardware and software.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SENIOR DIRECTOR OF INFORMATION TECHNOLOGY

- Must have knowledge of databases, including SQL.
- Materials, methods and tools used in the operation, maintenance and repair of computer hardware, software and peripherals.
- Infrastructure requirements and components of local and wide area networks, internet, intranet, and distributed learning.
- Methods used to develop specifications for telecommunication and technology systems for business and educational applications.
- Principles and practices of supervision and training.
- Principles and practices of personnel administration, including training, supervision, and organization of work.
- Principles, procedures, and techniques of research, including planning studies and investigations, determining variables and application of statistics in operations and systems analysis.
- Methods used to schedule various activities of the Technology staff to ensure completion of projects in a timely manner.
- Techniques for maintaining records and for report preparation.
- Budgeting practices to monitor and control expenditures.
- Methods for effective oral and written communication skills.
- Appropriate security and safety procedures to ensure security of district data and safety of staff.
- Interpersonal skills using tact, patience and courtesy

Ability to:

- Direct, coordinate and participate in activities related to installation, configuration and maintenance of various district systems, including equipment and software.
- Direct and supervise troubleshooting, diagnosis and repair of various technology systems, equipment and software.
- Develop specifications for telecommunication and technology systems.
- Plan, organize, coordinate and direct the selection, development, implementation, training and support of education and business technology systems.
- Estimate scope of projects, including capacity of systems, power supplies, and network configurations, etc.
- Ensure prompt response and resolution of issues faced by users.
- Develop, coordinate, direct and implement professional development for end users.
- Train staff, supervise and direct their performance, developing work schedules and supervising the coordination and completion of assignments.
- Provide strong leadership skills to technology department support staff.
- Communicate effectively with administrators, vendors, and contractors to coordinate activities and programs, schedule work, resolve issues, and exchange information.
- Prepare and maintain variety of records and reports, etc.
- Participate in formulation and development of technology support policies, procedures and programs.
- Operate a variety of tools and equipment utilized in the operation and repair of computer equipment and systems.
- Monitor and control expenditures.
- Drive a vehicle to conduct work.
- Demonstrate mental acuity sufficient to perform the essential functions of the position effectively.
- Manage multiple simultaneous projects.
- Maintain a work pace appropriate to a given workload.
- Ability to exercise proper discretion in dealing with confidential matters; maintains a commitment to professional growth and lifelong learning.
- Establish and maintain cooperative working relationships.
- Communicate effectively, both orally and in writing.

PHYSICAL DEMANDS / WORKING CONDITIONS:

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

Moderate lifting up to 50 pounds; dexterity to operate a computer keyboard, hand and electronic testing tools and equipment, and other specialized equipment; hearing and speaking to exchange information; vision sufficient to complete essential functions; mobility to move to locations within the district; bending at the waist, knees, neck; carrying, pushing and pulling; ability to interpret visual data for prolonged periods. Requires manual and finger dexterity to write, use a keyboard to operate a computer and other standardized office equipment requiring repetitive motions.

Hazards

Subject to extended viewing of computer monitor; traveling to locations within the district; exposure to electrical power supplies.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret situations; learn and apply new information or skills; work under deadlines with constant interruptions; and interact with students, staff, parents, the public, and others encountered in the course of work.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SENIOR DIRECTOR OF INFORMATION TECHNOLOGY

WORK ENVIRONMENT

This employee works in an office environment where the noise level is usually moderate to loud. The employee travels to a variety of school and off-site facilities for meetings.

EDUCATION AND EXPERIENCE:

Any combination equivalent to an Associate's Degree in Computer Science, Computer Information Systems or related field and/or five (5) years of increasingly responsible experience in a complex computer systems environment, at least two years of supervisory experience. Experience in a public school district is highly desirable.

Bilingual English/Spanish highly desirable.

LICENSES, CERTIFICATES and CLEARANCES:

Prospective and current employees are expected to possess and maintain the following:

- Valid California Driver's License with evidence of insurability

CONDITIONS OF EMPLOYMENT:

Upon an offer of employment, prospective employees shall meet the following requirements as a condition of employment:

- Department of Justice fingerprint clearance processed by the District or District-approved agency
- TB (Tuberculosis) clearance
- Pre-employment physical
- Evidence of that all conditions listed under Licenses, Certificates and Clearances have been met
- File the oath or affirmation of allegiance required by Government Code Sections 3100-3109

SALARY RANGE: \$ 71,619 – 91,406 (dependent on experience)

WORK YEAR: 12 months

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

EXECUTIVE ASSISTANT

BASIC JOB FUNCTIONS:

Under the direction of the State Administrator/Superintendent, serves as the Executive Assistant to the State Administrator/Superintendent and Board of Trustees in the performance of highly complex assignments with a high degree of skill and quality of work. The Executive Assistant is a member of the State Administrator/Superintendent' cabinet. The position coordinates the support services of the State Administrator/Superintendent's Office and serves as liaison between the State Administrator/Superintendent, Board of Trustees, district management staff, other district employees, and the community. The position also relieves/supports the State Administrator/Superintendent of administrative detail; interprets Board Policy and Administrative Regulations, represents the district at meetings and conferences, as well as other duties when required. The employee must also promote a strong working relationship with district office and school site staff and demonstrate the traits of confidentiality and trust as they pertain to matters affecting the District and its students, parents, and staff. This is a designated confidential position.

DISTINGUISHING CHARACTERISTICS, IF APPLICABLE: The Executive Assistant to the State Administrator/Superintendent/Principal interacts with the Governing Board, outside governmental agencies, the public and the news media, and exercises a level of independent judgment and discretion. This position is part of the confidential unit, which is distinguished from the classified unit by the assignment of duties which are directly related to the negotiations and employee/employer relations functions of the district office. The Executive Assistant interacts not only with the staff but is considered the key public relations between the parents and community to the school district.

ESSENTIAL JOB FUNCTIONS

- Provides support services to the State Administrator/Superintendent and Board of Trustees (e.g. coordinating schedules, in-services, budget development, etc.) for the purpose of supporting staff.
- Prepares written materials (e.g. letters, brochures, legal notices, forms etc.) for the purpose of conveying information; proofreads own work and that of others for the purpose of insuring accuracy of communication.
- Operates a variety of standard office equipment (e.g., computers, phones, etc.) for the purpose of performing job functions.
- Uploads files to District website and updates district website pages as needed.
- Coordinates timely receipt of Board of Trustees agenda items.
- According to the Brown Act guidelines, plans, coordinates and attends regular meetings, study sessions, and closed sessions of the Board of Trustees.
- Drafts, prepares and distributes the final agenda with supporting materials and prepares conference room for general meetings, Administration Leadership Team meetings and District office staff meetings.
- Maintains official files of Board minutes, agendas and resolutions; maintains permanent, historical records of the Board of Trustees.
- Maintains Board Bylaws, Board Policies and Administrative Rules and Regulations database and files; manages all aspects of regular revisions to board policies.
- Interprets and communicates information to administrators, personnel and the public, related to applicable California Education Code sections, and District rules, regulations, policies and procedures.
- Confers with other departments/offices for the purpose of gathering and disseminating information.
- Communicates with District administrators, personnel and outside organizations in coordination of activities, exchange of information and assisting in resolving issues or concerns.
- Acts as office manager, overseeing other staff in the office, i.e.. answering questions regarding office routines, office coverage, providing training, developing routines for efficiency and smoothness of operation, ordering office supplies and caring for general office needs.
- Assists other personnel as may be required for the purpose of supporting in the completion of work activities.
- Answers phones for the purpose of screening calls, transferring calls, responding to inquiries and/or taking messages.
- Represents the State Administrator/Superintendent as may be necessary for the purpose of collecting, conveying and disseminating information.
- Serves as a member of the State Administrator/Superintendent's Cabinet.
- Keeps the State Administrator/Superintendent apprised of potential problems and concerns.
- Develops and maintains the District annual calendar for approval and distribution.
- Coordinates and schedules meetings (may attend as recording secretary), conferences, and appointments for the purpose of supporting staff in the completion of work activities.
- Develops special projects requiring considerable initiative and independent judgment for the purpose of supporting administrators in the completion of work activities.
- Processes certificates of liability for organizational activities for the purpose of providing proof of insurance.
- Processes initial workers' comp claims and completes mandated CalOSHA annual summary report of work-related injuries and illnesses.
- Provides effective oral and written communication and maintains relationships with the members of the Board of Education, county office staff, school district personnel, other county offices, outside agencies, the public.
- Maintains confidentiality of privileged information regarding students, parents, staff and others, as well as district operations.
- Performs other related duties as assigned

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

EXECUTIVE ASSISTANT

MINIMUM QUALIFICATIONS

Knowledge of:

- Requires a working knowledge of personal computer-based software programs that support this level of work, including, but not limited to, word-processing applications, spreadsheets, and database software uses in education for data entry and retrieval and the transfer of data from one program to another.
- Modern office practices, procedures and equipment.
- Telephone techniques and etiquette.
- Interpersonal, oral and written skills using tact, patience and courtesy.
- Requires organizational and time management skills in order to meet schedules and timelines.
- Methods and practices of accurate record keeping (financial and otherwise), including mathematics, electronic spreadsheets, and efficient filing systems
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Business letter and report writing, editing and proofreading
- Effective personnel practices; training and providing work direction to others
- Laws, rules and regulations related to assigned duties, including District organization, operations, policies and objectives

Ability to:

- Independently perform highly complex research and special assignments.
- Type 60 correct words per minute
- Interpret, apply, and explain District policies, procedures, rules, and regulations
- Communicate and articulate verbally and in writing at an exceptional level
- Effectively make presentations to staff, Board members, and the public
- Perform a wide variety of specialized and technical duties
- Initiate programs and activities to help meet District goals and objectives
- Compose correspondence, memoranda, bulletins and reports independently using correct English grammar, syntax, spelling and punctuation.
- Apply computational and statistical skills
- Perform data analysis and make solid recommendations
- Establish and maintain accurate records and files.
- Maintain confidentiality of information, and use proper discretion concerning confidential matters.
- Take responsibility to use good judgment in recognizing scope of authority
- Deal effectively with a wide variety of personalities and situations requiring diplomacy, friendliness, poise, and firmness
- Set priorities and meet schedules and time lines
- Understand and follow oral and written directions
- Establish and maintain cooperative and effective working relationships with all levels of District staff, Board members, outside agencies, parents, and the public
- Learn and use technology and computer software applications as appropriate to the work environment
- Analyze situations accurately and adopt an effective course of action
- Maintain regular attendance and punctuality
- Work independently with little direction

PHYSICAL DEMANDS / WORKING CONDITIONS:

- **Physical Demands:** While performing the essential functions and responsibilities of this job, the employee is regularly required to sit for extended periods of time; walk, sit, push, lift, bend, reach, climb; speak and hear effectively. Requires the ability to use near vision to read printed materials. Requires manual and finger dexterity to write, use a keyboard to operate a computer and other standardized office equipment requiring repetitive motions. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions. Occasional lifting of at least 40 pounds
- **Working Conditions:** Work is performed primarily indoors in an office environment, engaged in work of a primarily sedentary nature

EDUCATION AND EXPERIENCE:

- Requires a high school diploma or equivalent, supplemented by sufficient training and experience to demonstrate the knowledge and abilities listed above
- A combination of education, experience, and/or training equivalent to three years of related experience in providing executive level administrative support to a leader of public or private organization. School district experience is desirable, but not required.
- Bilingual; English-Spanish highly desirable

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

EXECUTIVE ASSISTANT

LICENSES, CERTIFICATES and CLEARANCES:

Prospective and current employees are expected to possess and maintain the following:

- Current Driver's License issues by the California Department of Motor Vehicles (DMV)
- Department of Justice fingerprint clearance at the CHP

CONDITIONS OF EMPLOYMENT:

Upon an offer of employment, prospective employees shall meet the following requirements as a condition of employment:

- Department of Justice fingerprint clearance processed by the District or District-approved agency
- TB (Tuberculosis) clearance
- Evidence of all conditions listed under Licenses, Certificates and Clearances have been met
- File the oath or affirmation of allegiance required by Government Code Sections 3100-3109

SALARY RANGE: \$52,474 - \$66,972

WORK YEAR: 12 months

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of revised and updated job descriptions for Paraeducator I, Paraeducator II, MOTF Clerk and Behavior Technician

MEETING: September 16, 2015

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

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

Summary:

Job descriptions for the positions of Paraeducator I and Paraeducator II have been revised and updated to better reflect responsibilities and qualifications needed in each of the classifications. The classification of Paraeducator II replaces the previous title of Severe Needs Paraeducator and the salary range has changed from range 9 to range 12. Paraeducator II is a more specialized position than Paraeducator I as individuals in these positions are required to administer medical procedures with proper training, provide instruction through use of specialized techniques and work independently with a minimum of supervision.

The classification of Behavior Technician was recently created in order to serve the needs of Special Ed students due to the district taking back the Adult Transition Program and the Functional Skills Program.

The MOTF Department has been re-organized and the MOTF Technician position has been reconfigured to an MOTF Clerk position. The job description attached reflects knowledge, skills and abilities required to succeed in the position.

Recommendation:

It is recommended that the State Administrator approve the above referenced job descriptions.

Fiscal Impact:

Five Severe Needs Paraeducators were reclassified to Paraeducators II resulting in an annual increase in costs of \$5,500.

Submitted By:



Claudia Arellano
Human Resources Director

Approved:



Daniel R. Moirao
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SPECIAL EDUCATION PARA-EDUCATOR I

BASIC JOB FUNCTIONS:

Under the direction of an assigned administrator or certificated staff member, provide instructional support and assistance to teachers and students assigned to a designated special education instructional program; perform a variety of instructional and support activities related to positive behavior management and classroom instruction of students; perform a variety of clerical support duties related to classroom and program activities.

DISTINGUISHING CHARACTERISTICS, IF APPLICABLE: N/A

ESSENTIAL JOB FUNCTIONS:

Under the direction of an assigned certificated staff member the following is a list of duties that are representative of the position and include but are not limited to:

- Assists the certificated staff member in the delivery of instruction to individual or small groups of students in either special education or general education classrooms or in integrated settings, in accordance with prescribed learning objectives
- Assists individuals or small groups of special education students with academic, communication, self-help, psycho motor, pre-vocational, and social/behavior skills
- Observes and controls behavior of students according to approved procedures, evaluates behavior in a wide variety of skills
- Reports progress regarding student performance and behavior
- Prepares instructional materials and equipment for use in classroom activities; types, prepares copies and gathers appropriate resource information, materials and equipment as assigned.
- Reads to students and listens to students read
- May attend and participate in planning and evaluating sessions
- May assist in the development, implementation, and assessment of the individual educational plan (IEP)
- Assists certificated staff with the preparation and testing of students, under teacher direction scores and corrects tests
- Assists in maintaining order and supervises students in the classroom, at lunch, on playground, and field trips; helps assure the continuance of classroom activity and behavior when the teacher is absent from the room
- Assures the health and safety of students by following health and safety practices and procedures; maintains learning environment in a safe, orderly and clean manner
- Monitors inventories and requests instructional supplies and equipment as needed.
- Assists teacher with parent contacts and prepares reports; translates as needed.
- May assist in interpreting for teachers or non-English speaking parents as assigned by the position
- Operates a variety of office and classroom equipment including computers, copiers, fax machines, audio-visual equipment
- Provides teaching staff and school administrators with relevant feedback and information on student progress through observation, daily contact and the maintenance of accurate student progress records.
- Assists in establishing and maintaining informational and operational records in files
- Tutors students individually or in small groups to reinforce and follow-up on learning activities.
- Assists students with special and daily activities such as using restroom facilities or participating in athletic activities
- Attends and participates in staff meetings; attends various in-service meetings as assigned
- Performs other related duties as assigned.

Other Related Duties (may differ according to the assignment)

- Assists with bus loading and unloading
- Performs special duties in the areas of independent study, enrichment, or library work

Ability to:

- Assist a certificated teacher in reinforcing instruction to individual or small groups of special education students
- Learn special education instructional terminology, program concepts, materials, methods, and procedures
- Communicate effectively in English and Spanish language, both orally and writing
- Recognize limitation of students and encourage their participation in educational and vocational programs and activities
- Recognize problems which may interfere with the educational, and/or physical or emotional needs of the students and implement appropriate solutions.
- Handle information in a discreet and confidential manner
- Demonstrate an understanding, patient and receptive attitude toward children with special needs and their parents/guardians
- Physically participate in activities outside the classroom such as: recreational activities and field trips;
- Plan, formulate and execute clerical procedures and directives in accordance with assigned duties

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SPECIAL EDUCATION PARA-EDUCATOR I

- Operate a variety of office machines including computers; provide routine clerical support; maintain routine records
- Use an alpha/numeric keyboard and standard office equipment effectively with a reasonable rate of speed and accuracy
- Perform appropriate First Aid and CPR when necessary
- Learn child guidance principles and practices as related to children with learning disabilities
- Learn behavior modification techniques
- Understand and carry out oral and written directions
- Analyze situations accurately and adopt an effective course of action;
- Be flexible with a positive attitude and possess excellent interpersonal skills;
- Make simple mathematical calculations with speed and accuracy
- Understand and be sensitive to those of culturally and linguistically diverse backgrounds
- Learn, plan, formulate and execute federal, state, district, and departmental policies, procedures and directives, in accordance with assigned duties
- Meet schedules and time lines
- Establish and maintain effective working relationship with those contacted in the course of work
- Maintain regular attendance and punctuality

Knowledge of:

- Concepts and principles of child development and behavioral characteristics.
- Problems and concerns of students with special needs.
- Basic understanding of curriculum and instructional materials used at various grade levels
- Safe practices in classroom and recreational activities.
- Basic instructional methods and techniques.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Oral and written communication skills;
- Interpersonal skills using tact, patience and courtesy
- Basic record-keeping and filing techniques.
- Classroom procedures and appropriate student conduct

PHYSICAL DEMANDS / WORKING CONDITIONS:

1. Physical, mental, and emotional stamina to perform the duties and responsibilities of the position
2. Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions
3. Manual dexterity sufficient to write, use the telephone, computer, calculator, and office machines at required speed and accuracy
4. Vision sufficient to read handwritten and printed materials, and the display screen of various office equipment and machines
5. Hearing sufficient to communicate in person and hold telephone conversations in normal range (approximately 60 decibels)
6. Speaking ability in an understandable voice with sufficient volume to be heard in normal conversational distances on the telephone and addressing groups
7. Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and to reach overhead
8. Physical stamina sufficient to sustain light physical labor for up to 8 hours, sit and/or walk for prolonged periods of time
9. Physical mobility sufficient to move about the work environment (office, district, school site to site) for sustained periods of time on hard flooring, climb slopes, stairs, ramps, and to respond to emergency situations
10. Physical strength sufficient to periodically lift and/or carry 40 pounds of materials or supplies; occasionally lift 80 or more pounds with assistance
11. Occasionally push and/or pull a variety of tools, equipment, or objects weighing 80 or more pounds
12. Typically indoor work environment; may require some limited exposure to outdoor environment in order to supervise students or assist with loading or unloading of school buses or supplies. When working outdoors may be exposed to a wide range of temperatures; with exposure to extreme weather conditions, which include but are limited to; heat, cold, rain, wind, and high humidity.

EDUCATION AND EXPERIENCE:

- High School Diploma or equivalent, and, must have one of the following:
 - 48 College Semester Units or
 - Associate of Arts Degree or
 - Have passed District proficiency examination

Any combination of training and experience that demonstrates an ability to perform the essential functions of the position is qualifying. Related classroom education or training in early childhood development, secondary teaching, general training, clerical procedures is desirable.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SPECIAL EDUCATION PARA-EDUCATOR I

LICENSES, CERTIFICATES and CLEARANCES:

Prospective and current employees are expected to possess and maintain the following:

- Possession of a valid Class C California driver's license and evidence of insurability (*as appropriate to the assignment*)
- First Aid/CPR required within first six (6) months of employment

CONDITIONS OF EMPLOYMENT:

Upon an offer of employment, prospective employees shall meet the following requirements as a condition of employment:

- Department of Justice fingerprint clearance processed by the District or District-approved agency
- TB (Tuberculosis) clearance
- Pre-employment physical
- Evidence of that all conditions listed under Licenses, Certificates and Clearances have been met
- File the oath or affirmation of allegiance required by Government Code Sections 3100-3109

DESIRABLE QUALIFICATIONS:

- Bilingual, English-Spanish highly desirable
- Experience working with children

SALARY RANGE: 9

Note: Pay differential for para-educators required to provide Specialized Health Procedures for specific students and trained by SMCJUHS.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SPECIAL EDUCATION PARA-EDUCATOR II

BASIC JOB FUNCTIONS:

Under the general direction of the assigned administrator or certificated staff member, the Special Education Para-Educator II's perform a variety of duties in support of instructional activities for students who are enrolled in special education programs education. Work is performed in a classroom, community, vocational settings, small group or one-to-one environment.

DISTINGUISHING CHARACTERISTICS, IF APPLICABLE:

This is a more specialized position than that of a Paraeducator I. Paraeducators II work with individuals and small groups of students who are enrolled in moderate/severe special education classes/programs, or provide one-to-one or one-to-two support to special education students in either a general education or special education classroom, as well as vocational settings. Students enrolled in moderate/severe classes are being instructed using an alternative functional academics/life skills curriculum or are being instructed using the general education core curriculum but with specialized instructional techniques, such as those used for students with autism or emotional disabilities. Students who require one-to-one support require extensive assistance throughout the day in order to access their curriculum. Para-Educators II, providing support in any of these settings are often required, after appropriate training, to administer medical procedures, provide instruction through use of specialized techniques and work independently with a minimum of supervision.

ESSENTIAL JOB FUNCTIONS:

The following list of duties that are representative of the position and include but are not limited to:

- Provides instructional, behavioral and academic support and assistance to students assigned to a designated special education instructional program and/or vocational setting; tutors individual or small groups of students, reinforcing instruction as directed by the teacher; monitors and oversees student drills, practices and assignments in various subjects; accompanies into mainstreamed classes and/or community based settings as assigned.
- Assists team members with the development and implementation of academic and behavioral support plans; reinforces positive behaviors and academic performance; reinforces social and behavioral skills as directed by assigned supervisor
- Confers with teachers and specialists, as needed, in the development and assessment of individual student goals and objectives in preparation for IEP meetings. May be required to attend IEP meetings to share information about individual students.
- Prepares and maintains a variety of confidential files and records for assigned program and/or students.
- Assist assigned teacher with the development and implementation of lesson plans; assist in administering, proctoring and scoring tests and papers; assist in monitoring student progress; modify materials and explain instructions and words.
- May assist in translating for teachers or non-English speaking parents as assigned by the position.
- Provides support to the teacher by setting up work areas, displays and exhibits, operates equipment and distributes and collects paper, supplies and materials; cleans up after activities.
- Proactively observes and controls behavior of students according to approved procedures; reports progress regarding student performance and behavior; communicates with teachers and administrators regarding student performance and behavior as necessary.
- Performs a variety of clerical duties such as preparing, typing, duplicating and filing a variety of materials; prepares necessary student and program paperwork; maintains student records and files; processes various forms and data collection in preparation of paperwork related to the development of the IEP.
- Directs group activities of students as needed; assists in monitoring during assemblies and school yard activities; accompanies students on field trips as assigned; assists students in the development of social skills as directed.
- Drives to designated educational, vocational or community based settings to provide assistance as instructed.
- Greets students at the bus; utilizes a wheelchair lifts as assigned by the position; lift and carries students as necessary; pushes students in wheelchairs.
- Lifts students in and out of wheelchairs, braces and other orthopedic equipment as assigned by the position; assists staff members providing various forms of personal care such as toileting and diapering, and grooming.
- Assures the health and safety of students by following health and safety practices and procedures; maintains learning environment in a safe, orderly and clean manner.
- May assist students in taking medication in accordance with specific medical instructions.
- With proper training and under the supervision of a certificated staff member, may be required to perform specialized physical health care procedures for students such as tube feedings, tracheotomy suctioning, catheterization and monitoring the use of portable oxygen tanks, and maintain daily documentation of such procedures.
- Attends and participates in staff meetings; attends various in-service meetings as assigned.
- Applies specialized techniques/strategies such as community-based instruction, behavior intervention level systems, structured teaching, picture communication systems, large print materials, mobility training, and different types of assistive technology including assistive and augmentative communication systems as required.
- May supervise student(s) away from the school site without a certificated teacher present. May travel with students on public transportation and visit work sites.
- Accompanies students going from one location to another.
- Assists certificated staff in administering a variety of formal and informal assessments.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SPECIAL EDUCATION PARA-EDUCATOR II

- Operates a variety of office and classroom equipment including computers, copiers, fax machines, audio-visual equipment, adaptive equipment, etc.
- Performs other related duties as assigned.

Ability to:

- Assists a certificated teacher in reinforcing instruction to individual or small groups of special education students
- Communicate effectively in the English language both orally and in writing;
- Monitor, observe and report student behavior and progress according to approved policies and procedures.
- Understand and follow oral and written instructions
- Demonstrate understanding, patience, a positive attitude and genuine interest in working with students with disabilities and their parents/guardians;
- Physically participate in activities outside the classroom such as: vocational training, mainstreaming, recreational activities and field trips;
- Handle information in a discreet and confidential manner;
- Monitor and continue to implement teacher schedules when the teacher must leave the room;
- Plan, formulate and execute clerical procedures and directives in accordance with assigned duties;
- Operate a variety of office machines including computers; provide routine clerical support; maintain routine records.
- Use an alpha/numeric keyboard and standard office equipment effectively with a reasonable rate of speed and accuracy
- Perform appropriate First Aid and CPR when necessary;
- Use correct procedures for lifting and correctly positioning on/in specialized equipment used by student;
- Analyze situations accurately and adopt an effective course of action;
- Be flexible with a positive attitude and possess excellent interpersonal skills;
- Understand and be sensitive to those of culturally and linguistically diverse backgrounds
- Learn, plan, formulate and execute federal, state, district, and departmental policies, procedures and directives, in accordance with assigned duties.
- Understand and carry out oral and written direction with minimal supervision;
- Assist with feeding, personal hygiene, orthopedic appliances, braces and other special and medical needs of students, which may require strenuous physical work in lifting, moving and controlling students with disabilities and their equipment;
- Drive to various work sites within the County.
- Receive and implement Professional Assault Response training within six (6) months of employment.
- Establish and maintain effective working relationship with those contacted in the course of work.
- Meet schedules and timelines
- Maintain regular attendance and punctuality

Knowledge of:

- Child guidance principles and practices related to children with special education needs.
- Basic instructional methods and techniques.
- Problems and concerns of students with special needs
- Basic knowledge of social/emotional development
- Basic understanding of curriculum and instructional materials used at various grade levels
- Safe practices in classroom and recreational activities
- Basic instructional methods and techniques.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Oral and written communication skills
- Interpersonal skills using tact, patience, and courtesy.
- Basic recordkeeping and filing techniques.
- Classroom procedures and appropriate student conduct.

PHYSICAL DEMANDS / WORKING CONDITIONS:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions
- Manual dexterity sufficient to write, use the telephone, computer, calculator, and office machines at required speed and accuracy
- Vision sufficient to read handwritten and printed materials, and the display screen of various office equipment and machines
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (approximately 60 decibels)
- Speaking ability in an understandable voice with sufficient volume to be heard in normal conversational distances on the telephone and addressing groups
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and to reach overhead

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SPECIAL EDUCATION PARA-EDUCATOR II

- Physical stamina sufficient to sustain light physical labor for up to 8 hours, sit and/or walk for prolonged periods of time
- Physical mobility sufficient to move about the work environment (office, district, school site to site) for sustained periods of time on hard flooring, climb slopes, stairs, ramps, and to respond to emergency situations
- Physical strength sufficient to periodically lift and/or carry 40 pounds of materials or supplies; occasionally lift 80 or more pounds with assistance
- Occasionally push and/or pull a variety of tools, equipment, or objects weighing 80 or more pounds
- Typically indoor work environment; may require some limited exposure to outdoor environment in order to supervise students or assist with loading or unloading of school buses or supplies. When working outdoors may be exposed to a wide range of temperatures; with exposure to extreme weather conditions, which include but are limited to; heat, cold, rain, wind, and high humidity.
- Ability to drive a District vehicle to transport students to/from educational settings.

EDUCATION AND EXPERIENCE:

- High School Diploma or equivalent, and, must have one of the following:
 - 48 College Semester Units or
 - Associate of Arts Degree or
 - Have passed District proficiency examination
- One year of experience as a Para Educator I – Special Education preferred
- Experience with individuals who have special needs.

LICENSES, CERTIFICATES and CLEARANCES:

Prospective and current employees are expected to possess and maintain the following:

- Possession of a valid Class C California driver's license and evidence of insurability
- Valid defensive driving certificate issued by an authorized agency.
- Valid First Aid and CPR Certificate issued by an authorized agency.
- Must have or be willing to successfully complete training in the specialized techniques, strategies and procedures required for each assignment.

CONDITIONS OF EMPLOYMENT:

- Upon an offer of employment, prospective employees shall meet the following requirements as a condition of employment:
- Department of Justice fingerprint clearance processed by the District or District-approved agency
- TB (Tuberculosis) clearance
- Pre-employment physical
- Evidence of that all conditions listed under Licenses, Certificates and Clearances have been met
- File the oath or affirmation of allegiance required by Government Code Sections 3100-3109

DESIRABLE QUALIFICATIONS:

- Training in Applied Behavior Analysis Techniques, Competent Learner Model (CLM), Treatment and Education of Autistic and Related Communication Handicapped Children (TEACCH) Techniques, and behavior management strategies.
- Two (2) years experience working in an educational setting with students on the Autistic Behavior Spectrum (ABS)
- Coursework in education, psychology, child development, classroom behavior management and/or Early Childhood Education.
- Experience working with children.
- Awareness of developmental levels in areas of instruction.
- Bilingual, English-Spanish highly desirable

SALARY RANGE: 12

Note: pay differential for para-educators required to provide Specialized Health Care Procedures for specific students and trained by SMCJUHSD.

•

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SPECIAL EDUCATION BEHAVIOR TECHNICIAN

BASIC JOB FUNCTIONS:

Under the general direction of the assigned administrator or certificated staff member, the Behavior Technician performs a variety of activities in support of instructional programs for students who have been diagnosed with an autism spectrum or a related disorder. Implements individualized instructional programs within home, school and community settings. Prepares appropriate materials; supports students as they transition into general education settings; collects daily progress data.

DISTINGUISHING CHARACTERISTICS, IF APPLICABLE:

This position is a specialized position than that of Paraeducator II. To function at this level, the incumbent must have the background, training and experience to work with only minimal supervision in the student's home, school and community settings. The Behavior Technician may transport the student to vocational and community based settings without certificated staff. The incumbent also assists in training staff on autism and appropriate interventions.

ESSENTIAL JOB FUNCTIONS:

The following is a list of duties that are representative of the position and include but are not limited to:

- Implements individualized instructional program (such as discrete trial training, social skills development, behavior plan), developed by the School Psychologist or other appropriate staff, within the student's home or school setting.
- Reinforces instruction and assists in the planning of learning activities under the guidance of appropriate certificated staff or other appropriate staff
- Assists in preparation of materials necessary for implementing individualized program.
- Supports student in transition to general education through use of inclusion support techniques such as shadow prompting.
- Consults with the classroom teacher about upcoming assignments and necessary accommodations and modifications for the student.
- Prepares materials and equipment needed for curriculum accommodations and modifications.
- Collects daily progress data on assigned students and reports on that data to supervisors.
- Assists in training general education staff members on autism and appropriate interventions.
- Consults with IEP team members and other appropriate staff on a regular basis.
- Oversees and assists students with self-care activities such as grooming, feeding and toileting; assists students with maintaining personal hygiene and cleanliness;
- As assigned, supervise students in a classroom as directed;
- May supervise student(s) away from the school site without a certificated teacher present. May travel with students on public transportation and visit work sites.
- Assists teacher with recreational activities in classroom, on playground and during community based instruction; oversee groups of students during playground activities as assigned; assure safe outdoor play
- Confers with teachers and specialists, as needed, in the development and assessment of individual student goals and objectives in preparation for IEP meetings. May be required to attend IEP meetings to share information about individual students.
- Drives District vehicle to designated educational, vocational or community based settings to provide assistance as instructed.
- Assists teacher with parent contacts and prepares reports; translates as needed.
- Performs other related duties as assigned.

ABILITY TO:

- Assist a certificated teacher in reinforcing instruction to individual or small groups of special education students.
- Communicate effectively in the English language both orally and in writing;
- Operate a variety of office machines including computers; provide routine clerical support; maintain routine records.
- Demonstrate an understanding, patient and receptive attitude toward severely disabled children.
- Monitor, observe and report student behavior and progress according to approved policies and procedures.
- Understand and follow oral and written instructions.
- Physically participate in activities outside the classroom such as: vocational training, mainstreaming, recreational activities and field trips;
- Handle information in a discreet and confidential manner;
- Monitor and continue to implement teacher schedules when the teacher must leave the room;
- Plan, formulate and execute clerical procedures and directives in accordance with assigned duties;
- Perform appropriate First Aid and CPR when necessary;
- Use correct procedures for lifting and correctly positioning on/in specialized equipment used by student;
- Analyze situations accurately and adopt an effective course of action;
- Be flexible with a positive attitude and possess excellent interpersonal skills;
- Assist with feeding, personal hygiene, orthopedic appliances, braces and other special and medical needs of students, which may require strenuous physical work in lifting, moving and controlling students with disabilities and their equipment;
- Drive to various work sites within the County.
- Receive and implement Professional Assault Response training within six (6) months of employment.
- Establish and maintain effective working relationship with those contacted in the course of work.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SPECIAL EDUCATION BEHAVIOR TECHNICIAN

KNOWLEDGE OF:

- Child guidance principles and practices related to children with special education needs.
- Problems and concerns of students with special needs.
- Basic knowledge of social/emotional development
- Basic understanding of curriculum and instructional materials used at various grade levels
- Safe practices in classroom and playground activities.
- Basic instructional methods and techniques.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Oral and written communication skills
- Interpersonal skills using tact, patience and courtesy.
- Basic recordkeeping and filing techniques.
- Classroom procedures and appropriate student conduct.

PHYSICAL DEMANDS / WORKING CONDITIONS:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusion, make valid judgments and decisions
- Manual dexterity sufficient to write, use the telephone, computer, calculator and office machines at required speed and accuracy
- Vision sufficient to read handwritten and printed materials and the display screen of various office equipment and machines
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (approximately 60 decibels)
- Speaking ability in an understandable voice with sufficient volume to be heard in normal conversational distances on the telephone and addressing groups
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop and to reach overhead
- Physical stamina sufficient to sustain light physical labor for up to 8 hours, sit and/or walk for prolonged periods of time
- Physical mobility sufficient to move about the work environment (office, District, school site to site) for sustained periods of time on hard flooring, climb slopes, stairs, ramps and to respond to emergency situations
- Physical strength sufficient to periodically lift and/or carry 40 pounds; occasionally lift 80 or more pounds with assistance
- Occasionally push and/or pull a variety of tools, equipment, or objects weighing 80 or more pounds
- Typically indoor work environment; may require some limited exposure to outdoor environment in order to supervise students or assist with loading or unloading of school buses or supplies. When working outdoors may be exposed to a wide range of temperatures; with exposure to extreme weather conditions, which include but are limited to heat, cold, rain, wind, and high humidity.
- Ability to drive a District vehicle to transport students to/from educational settings

EDUCATION AND EXPERIENCE:

- Completion of Associate of Arts degree or two years of college, or any combination of education and/or experience equivalent to or higher from an accredited college or university preferred.

LICENSES, CERTIFICATES and CLEARANCES:

Prospective and current employees are expected to possess and maintain the following:

- Possession of a valid Class C California driver's license with evidence of insurability
- Valid defensive driving certificate issued by an authorized agency.
- Valid First Aid and CPR Certificate issued by an authorized agency
- Satisfactory completion of a district-approved training program in autism and appropriate interventions, or willingness to complete said program; OR demonstration of previous equivalent training
- Complete of nonviolence crisis intervention and applied intervention analysis training for a total of 30 hours must be completed within probationary period or satisfactory completion of training program in specialized research based interventions including; applied behavioral analysis, discrete trail teaching, social skills facilitation, behavior intervention, making curricular modifications and accommodations, structured teaching, visual communication systems, inclusion support strategies and data collection procedures (or demonstration of equivalent level of competency as measured by district-administered test)

CONDITIONS OF EMPLOYMENT:

Upon an offer of employment, prospective employees shall meet the following requirements as a condition of employment:

- Department of Justice fingerprint clearance processed by the District or District-approved agency
- TB (Tuberculosis) clearance
- Pre-employment physical
- Evidence of that all conditions listed under Licenses, Certificates and Clearances have been met

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SPECIAL EDUCATION BEHAVIOR TECHNICIAN

- File the oath or affirmation of allegiance required by Government Code Sections 3100-3109

DESIRABLE QUALIFICATIONS:

- Training in Applied Behavior Analysis Techniques, Competent Lerner Model (CLM), Treatment and Education of Autistic and Related Communication Handicapped Children (TEACCH) Techniques, and behavior management strategies.
- Two (2) years experience working in an educational setting with students on the Autistic Behavior Spectrum (ABS)
- Coursework in education, psychology, child development, classroom behavior management and/or Early Childhood Education.
- Experience working with children.
- Awareness of development levels in areas of instruction.
- Bilingual/Bi-literate in English/Spanish

SALARY RANGE: 16

Note: pay differential for para-educators required to provide Specialized Health Care Procedures for specific students and trained by SMCJUHSD.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

MOTF CLERK

BASIC JOB FUNCTIONS:

Under the direction of the MOTF Director performs a wide variety of clerical tasks, and provides administrative support to the Maintenance/Operations/Transportation/Facilities Department. Responsible for organizing, updating, and maintaining MOTF services, materials, reports, planning documents, etc. Enters and verifies data and prepares reports for a variety of purposes. Maintains manual and electronic documents, files and records (e.g. Facility requests, transportation/field trip requests, inventories, etc.).

DISTINGUISHING CHARACTERISTICS, IF APPLICABLE: Positions in this job classification perform a wide variety of database entry, maintenance, and organizational tasks. Maintaining confidentiality of information is required.

ESSENTIAL JOB FUNCTIONS

- Greets visitors, students, parents and the public; receives incoming telephone calls and directs them to the appropriate staff member; provides information regarding basic school policies and procedures, bus schedules, and other routine inquiries. Takes messages and/or transfers callers to appropriate contacts/voicemail message boxes.
- Provides customer services assistance to staff, parents and/or students
- Assists in the coordination and dispatching assignment of drivers to optimize use of facilities, equipment and human resources
- Maintains driving records of volunteer drivers and coaching staff and informs site administrators of individuals cleared to transport students
- Assists in the processing of complaints and works with the MOTF Director to initiate corrective actions to improve customer relations
- Checks trip and dispatch logs for conformance with schedules
- Prepares and retains dispatch and vehicle operations records and reports
- Maintains fuel and other transportation records and cards, including information for State and Federal reporting
- Prepares requisitions for all areas of the department
- Receives large shipments and ensure that they are correct. Responsible for the delivery of incoming supplies and equipment to purchase specifications, reports damages, shortages or discrepancies as needed
- Responsible for the delivery of supplies and equipment received, tagging, stamping and recording of supplies and equipment to proper inventory systems
- Assists with fixed assets physical inventory and updates fixed assets database
- Manages the processing of packing slips so that timely payments can be made to vendors
- Prepares invoices as relevant to the department
- Organizes the district storage area of the warehouse and maintains timelines for destruction of records as found in the State Retention Manual
- Responsible for the delivery of and proper postage of outgoing mail and upkeep of postage machine
- May assist and/or substitute for the other clerical positions as needed
- Reviews and prepares forms and documents for data-entry purposes; enters and updates information into data forms or data information systems according to standard formats; may extract data from existing databases and convert to other formats
- Receives, records, and checks data for accuracy and completeness
- Maintains confidentiality of privileged information regarding students, parents, staff and others
- Performs other related duties as assigned

MINIMUM QUALIFICATIONS

Knowledge of:

- Requires a working knowledge of personal computer-based software programs that support this level of work, including, but not limited to, word-processing applications, spreadsheets, and database software uses in education for data entry and retrieval and the transfer of data from one program to another.
- General office procedures and office machines (computer, fax, and copier).
- Oral and written skills using tact, patience and courtesy.
- Requires organizational and planning skills in order to meet schedules and timelines.
- Knowledge of filing systems/techniques.

Ability to:

- Read, write, understand and communicate in English at a level necessary for successful job performance.
- Communicate effectively with individuals contacted during the course of the job in accordance with District policies.
- Read, interpret and follow rules, regulations, policies and procedures.
- Perform basic arithmetic computations (sums; differences) and mathematical calculations using fractions, percents and/or ratios; prepare statistical reports.
- Perform clerical and office work with speed and accuracy
- Maintain accurate and complete records, reports.
- Compose and prepare basic informational letters.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

MOTF CLERK

- Should possess personal characteristics generally recognized as essential for good public employees including integrity, initiative, dependability, courtesy, good judgment and ability to work cooperatively with others.
- Plan, organize and prioritize work efficiently and effectively in order to meet schedules, timelines and deadlines
- Understand and follow written and oral directions and to train and provide work direction to student assistants.
- Learn, interpret, explain and apply knowledge of district and department organization, operations, programs, functions and terminology
- Complete assigned duties despite frequent interruptions
- Interact appropriately with students, parents and others

PHYSICAL DEMANDS / WORKING CONDITIONS:

- **Physical Demands:** While performing the essential functions and responsibilities of this job, the employee is regularly required to sit for extended periods of time; walk, sit, push, lift, bend, reach, climb; speak and hear effectively. Requires the ability to use near vision to read printed materials. Requires manual and finger dexterity to write, use a keyboard to operate a computer and other standardized office equipment requiring repetitive motions. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions. Occasional lifting of at least 40 pounds
- **Working Conditions:** Work is performed primarily indoors in an office environment, engaged in work of a primarily sedentary nature

EDUCATION AND EXPERIENCE:

- Requires a high school diploma or equivalent, supplemented by sufficient training and experience to demonstrate the knowledge and abilities listed above
- Requires experience and/or training in providing administrative support in records, financial management system and/or data entry.
- Bilingual, English-Spanish highly desirable

LICENSES, CERTIFICATES and CLEARANCES:

Prospective and current employees are expected to possess and maintain the following:

- Current Driver's License issues by the California Department of Motor Vehicles (DMV)
- Department of Justice fingerprint clearance at the CHP

CONDITIONS OF EMPLOYMENT:

Upon an offer of employment, prospective employees shall meet the following requirements as a condition of employment:

- Department of Justice fingerprint clearance processed by the District or District-approved agency
- TB (Tuberculosis) clearance
- Evidence of all conditions listed under Licenses, Certificates and Clearances have been met
- File the oath or affirmation of allegiance required by Government Code Sections 3100-3109

SALARY RANGE: 10

WORK YEAR: 12 months

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

SUBJECT: Approval of Resolution #04:15/16 Week of the School Administrators

MEETING: September 16, 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:

Annually we recognize our employees for their dedication and commitment to our students and to our school district. This year the week of the School Administrator has been changed to October and this year specifically the week of October 11-17, 2015.

Our administrative team has worked tirelessly these several years to Bring on the Pride. There is no designated time frame for the hours they commit to making their schools and our school district a better place for student learning. Many of our administrators work beyond the five days a week putting in six to seven days a week to accomplish all that we ask and more. They are problem solvers tackling situations that CEO's of the largest Fortune 500 companies would ignore, they engage with our students to make our campuses safe havens for all our students. We are to be proud of our team and this resolution is but a small token of our appreciation.

Recommendation:

It is recommended that the State Administrator approve Resolution #04:15/16 honoring Week of the Administrator October 11-17, 2015

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 #04:15/16

Week of the School Administrator

October 11-17, 2015

WHEREAS, Leadership Matters for California’s public education system and the more than 6 million students it serves;

WHEREAS, School administrators are passionate, lifelong learners who believe in the value of quality public education, and

WHEREAS, the title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, Most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

WHEREAS, Public schools operate with lean management systems, Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, School leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, Research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

WHEREAS, the State of California has declared the first full week of March as the “Week of the School Administrator” in Education Code 44015.1; and

WHEREAS, the future of California’s public education system depends upon the quality of its leadership; now therefore

BE IT RESOLVED, by the State Administrator and Board of Education of the South Monterey County Joint Union High School District that all school leaders be commended for the contributions they make to successful student achievement.

I, Daniel Moirao, Ed.D., State Administrator of the South Monterey County Joint Union High School District, hereby declare October 11-17, 2015 as the Week of the School Administrator, adopted by the State Administrator at the meeting held on the 16th day of September, 2015.

Daniel R. Moirao, Ed.D.
State Administrator

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

SUBJECT: Approval of GHS FFA Calendar for the 205-2016 School Year Including Overnight Stays **MEETING:** September 16, 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:

A Greenfield High School Chapter will be attending many events through the 2015-2016 school year that will include overnight trips. The calendar listing all of the events for the school year are attached.

Recommendation:

The recommendation is being made for the State Administrator to approve the GHS 2015-2016 FFA calendar.


Fiscal Impact:

There will not be any expenses to the district.

Submitted By:


Frank Lynch
Principal

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

2015-2016 Calendar of Events

June

Top 10 Trip (overnight) June 12-13

July

Officer Retreat (overnight) July 25-26

August

Ice Cream Social Aug 18

September

SOLC (overnight) Sept 12-13

Movie Night/ Pizza Night Sept 22

Blue and Gold Games @ Torro Park Sept 26

October

MB Section Opening and Closing (Alvarez HS) Oct 7

South Coast COLC (Hollister HS) (overnight) Oct 10-11

Greenhand Conference Paso Robles Oct 16

Greenfield Harvest Festival Oct 18

Greenhand Day Oct 20

Greenhand Banquet Oct 20

Farm Day Oct 28

November

FFA BIG and CO-OPS(hosted by Greenfield HS) Nov 4

Roy's Swiss Sausage Fundraiser Nov 7

FFA Meeting Nov 17

Manuscripts due Nov 23

Thanksgiving Centerpieces Fundraiser Nov 17-24

December

Can Food Drive Dec 1-15

MB Section Creed, PS, Impromptu, & Extemp- King City Dec 9

Holiday Caroling Dec 11

Holiday Gram Fundraiser Dec 7-11

January

MFE/ALA Conference @ Monterey (overnight) Jan 22-23

FFA Meeting Jan 26

Job Interview & Parli-Pro entries due Jan 27

Hartnell Field Day (overnight) Jan 30

February

M. Bay Job Interview/Parli- Pro (Gonzales)	Feb 3
Arbuckle Field Day (overnight)	Feb 5-6
Valentine's Day Arrangement Sale	Feb 8-12
Tulare Farm Show	Feb 10
Local Project Comp	Feb 17-18
Regional Officer Screening at San Luis Obispo	Feb 21-22
FFA Week	Feb 22-26
FFA Meeting-Dodge ball tournament	Feb 23
Roy's Swiss Sausage Fundraiser (give out tickets)	Feb 18-21
Roy's Swiss Sausage Fundraiser	Feb 27

March

State Officer Screening-Bakersfield & Proficiency Applications Due (overnight)	Mar 1
Davis Field Day (overnight)	Mar 5
Sacramento Leadership Experience (overnight)	Mar 8-11
Chico Field Day (overnight)	Mar 12
FFA Meeting-color Run	Mar 15
South Coast Region Spring FFA Mtg. & Scrap Book due (King City)	Mar 18
Monterey Bay Project competitions Applications Due	Mar 18
Merced Field Day (overnight)	Mar 19

April

MJC Field Day (overnight)	Apr 2
State Degree Banquet	Apr 3
Monterey Bay Project Competition	Apr 7-8
Cal Poly Pomona Field Day (overnight)	Apr 9
Reedley Field Day (overnight)	Apr 16
FFA Meeting-Officer Nominations	Apr 19
California State FFA Conference in Fresno (overnight)	Apr 22-26
Fresno Field Day (overnight)	Apr 23
Scholarship banquet (serve dinner)	TBA

May

Project Competition Banquet	May 4
Cal Poly SLO Field Day-CDE State Finals	May 7
Salinas Valley Fair	May 11-15
FFA Elections for Monterey Bay Section	May 18
FFA Awards Banquet	May 27

June

Top 10 FFA Students- Award Trip (overnight)	June 6-9
---	----------

July

Officer Retreat (overnight)	July 27-29
-----------------------------	------------

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

SUBJECT: Approval of KCHS FFA Calendar for the 2015-2016 School Year and Out of State Travel **MEETING:** September 16, 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 King City Chapter will be attending many events throughout the 2015-2016 school year that will include overnight trips and out of state travel to the FFA National Convention in Kentucky from October 26, 2015 through November 2, 2015. The calendar listing all of events for the school year are attached.

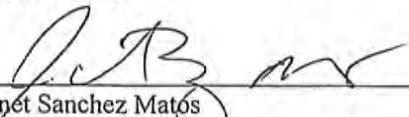
Recommendation:

The recommendation is being made for the State Administrator to approve the FFA 2015-2016 calendar of events and out of state travel.

Fiscal Impact:


All expenses will be paid by individual students, FFA Boosters Group, Young Farmers Association or the Agriculture Incentive Grant.

Submitted By:



Janet Sanchez Matos
Principal

Approved:



Daniel R. Moirao, Ed.D.
State Administrator



KING CITY FFA

2015-2016 CALENDAR OF EVENTS

August

- 10th - First Day of School
- 20th - FFA Parent Orientation Auditorium 6pm
- 20th - SB Livestock Meeting 7am*
- 26th - FFA Meeting-Ice Cream Social Ag Compound 6:30pm

September

- 3rd - SB Livestock Meeting 7am*
- 11th - Greenhand Conference Deposit DUE \$20
- 12th-13th - SOLC (Overnight Trip)
- 14th - Poinsettia Packets Available (4 plants sold=1 FFA Point)
- 16th - RSVP for Greenhand & Chapter Degree DUE \$5
- 17th - SB Livestock Meeting 7am*
- 18th - FFA Pool Party
- 23rd - Paint your hands Green Ag Compound 7:15am
- 23rd - Greenhand & Chapter Degree Banquet
- 24th - Opening & Closing Tryouts Room 196 3:15 pm
- 25th - MFE/ALA Deposits DUE \$50
- 26th - Monterey Bay Blue and Gold Games Torro Park 10 am 29th-4th San Benito County Fair (Overnight Trip)

October

- 5th-6th - Opening & Closing Practice 7 am
- 7th - Opening & Closing Contest Everett Alvarez 4 pm
- 9th END OF QUARTER 1
- 9th - Poinsettia DUE (4 Poinsettias Sold=1 FFA Point)
- 10th- 11th - COLC (Overnight Trip)
- 13th - SVF Beef Exhibitor Meeting Room 194 6pm
- 15th - Greenhand Conference Paso Robles
- 15th-20th - Hanted House Workday (Must attend 3 of 4 workdays)
- 21st - Public Speaking Interest meet Room 196 Lunch
- 21st - FFA Meeting-Haunted House Ag Compound 6:30 pm
- 26th-2nd - National Convention (Overnight Trip)

November

- 26th-2nd National Convention (Overnight Trip)
- 4th - BIG/CoOp's Contest Greenfield 4:30 pm
- 11th NO SCHOOL
- 18th - FFA Meeting-Thanksgiving Dinner Cafeteria 5:00 pm 23rd - SVF Mandatory Parent/Exhibitor Meeting 6pm
- 23rd - Public Speaking Manuscripts DUE
- 25th-27th NO SCHOOL
- 30th - Poinsettia Pick up Room 192 3:15 pm
- 30th - State Degree Workday 3-5pm
- 30th - Holiday Float Construction 3-5 pm (3 hours= 1 FFA point)

December

- 1st-3rd - Holiday Float Construction 3-5pm (3 hours=1 FFA point)
- 1st-3rd - State Degree Workday 3-5pm
- 9th - Monterey Bay Public Speaking Contest King City 4 pm
- 10th - FFA Meeting- Movie Night Ag Compound 5:00 pm
- 11th - State Degrees DUE 3:15pm
- 16th-18th Semester Finals
- 18th END OF QUARTER 2
- 18th - SVF Contract DUE 12:00 pm
- 18th - State FFA Conference deposit DUE \$100

January

- 11st - First Day of Semester 2
- 13th - Chicken BBQ Tickets Available(5 tickets sold= 1 FFA point)
- 18th NO SCHOOL
- 21st - Livestock Meeting 7am
- 22nd,23rd - MFE/ALA (Overnight Trip)
- 25th - Proficiency Awards DUE
- 28th - FFA Meeting-FFA Olympics 4:00 pm
- 30th - Hartnell Field Day

February

- 3rd - Job Interview/Parli-Pro Contest Gonzales 4:30pm
- 4th - Livestock Meeting 7am*
- 5th - Chicken BBQ Tickets DUE (5 tickets= 1 FFA activity)
- 6th - Arbuckle Field Day (Overnight Trip)
- 11th - Tulare Farm Show
- 18th - Livestock Meeting 7am*
- 17th - Project Competition Interest mtg Room 194 Lunch
- 19th - Paint the Town Blue & Gold 3:15pm
- 21st-22nd - Regional Officer Screening SLO 3pm (Overnight Trip)
- 23rd - FFA Meeting-Hot Dog's Ag Compound 5pm
- 22nd-27th - FFA WEEK
- 27th - Chicken BBQ

March

- 3rd - Livestock Meeting 7am*
- 2nd - Local Project Competition
- 5th - UC Davis Field Day (Overnight Trip)
- 7th - NO SCHOOL
- 10th-11th - 26 Hours (Overnight Trip)
- 12th - Chico State Field Day (Overnight Trip)
- 17th - Livestock Meeting 7am*
- 18th END OF 3rd QUARTER
- 18th - Project Competition Number DUE
- 18th - Spring Regional Meeting
- 19th - Merced Field Day (Overnight Trip)
- 21st - FFA Meeting-Easter Scavenger Hunt Ag Compound 6:00pm
- 25th - Modesto Field Day (Overnight Trip)
- 25th-1st Spring Break

April

- 3rd - State Degree/Proficiency Ceremony Arroyo Grande 3pm
- 7th - Livestock Meeting 7am*
- 7th-8th Monterey Bay Project Competition
- 9th - Pomona Field Day (Overnight Trip)
- 10th - FFA Meeting Ag Compound 6pm
- 16th Reedley Field Day (Overnight Trip)
- 21st - Livestock Meeting 7am*
- 21st-26th - State FFA Conference (Overnight Trip)
- 25th NO SCHOOL

May

- 4th - Monterey Bay Project Competition Banquet
- 6th - Sectional Officer Application & Speeches DUE 3:30
- 6th - American Degree Applications DUE
- 11th-15th - Salinas Valley Fair
- 13th NO SCHOOL
- 16th - Mandatory Farm Work Day
- 16th - Mandatory Off Campus Record Book work day
- 17th - Farm Mandatory Record Book Work Day
- 18th - Monterey Bay Section Elections Salinas 4pm
- 18th - RSVP for End of the Year Banquet DUE \$5
- 20th - San Benito Mandatory Meeting Room 196 Lunch
- 21st - Plant & Ag Mech Sale
- 25th - End of the Year Banquet
- 27th - San Benito Fair Contrats and money DUE
- 30th NO SCHOOL
- 31st - Finals

June

- 1st-2nd - Finals
- 2nd LAST DAY OF SCHOOL
- 3rd - Graduation

* Must attend if in the Livestock Mangement class



2015-2016 FFA Teacher/Advisor Calendar (Substitute Days)



Events below are required days for teachers to be in attendance according to our requirements for the agriculture incentive grant, program success and student supervision. All substitute costs can be charged to Perkins grant.

SEPTEMBER

- 24 Externship at Taylor Farms (1 teacher)
- 28 FFA Board meeting in Sacramento (1 teacher)
- 29 San Benito Fair Weigh-In- ½ day (2 teachers)
- 30 San Benito Fair Sheep & Goat Show (1 teacher)

OCTOBER

- 1 San Benito Fair Beef Show (1 teacher)
- 2 San Benito Fair Hog Show (1 teacher)
- 15 Greenhand Conference (4 teachers)
- 28-3 National FFA Convention in Louisville, KY & Washington DC (1 teacher)

NOVEMBER

DECEMBER

- 14 South Coast Regional Roadshow (4 teachers)

JANUARY

- 22 Made for Excellence/Advanced Leadership Academy (2 teachers)
- 28 FFA Board meeting in Sacramento (1 teacher)

FEBRUARY

- 1-2 Supervising and Mentoring Teacher Conference (1 teacher)
- 3 Proficiency Scoring (1 teacher)
- 12 Tulare Farm Show- World Ag Expo (2 teachers)
- 22 South Coast Regional Officer Screening & CATA Regional Meeting (4 teachers)

MARCH

- 2 Local Project Competition (1 teacher)
- 9 South County Farm Day (1 teacher)
- 10-11 26 Hours in Science and Technology in Agriculture @ Cal Poly (1 teacher)
- 18 South Coast Regional Meeting (2 teachers)

APRIL

- 22,26 State FFA Leadership Conference and Competition (4 teachers)

MAY

- 11-12 Salinas Valley Fair (4 teachers)

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Center for Teacher Innovation-
Induction Contract (Riverside County Office of Education)

MEETING: September 16, 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 Center for Teacher Innovation Induction Program (operated by Riverside County Office of Education-RCOE) endeavors to provide participating teachers with an exemplary program of personalized professional development based on the California Standards for the Teaching Profession. Throughout a two-year period, teachers will examine and fine-tune their practice while under the guidance and support of a mentor teacher. The program is a formal, structured system of support and assessment which assists participating teachers to advance to the California Professional Clear Credential. The Center for Teacher Innovation represents a large consortium of county offices of education (Monterey, Riverside, Inyo, Mono, and San Bernardino) as well as many other public school agencies. This is an online program.

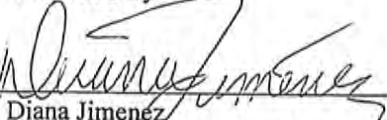
Recommendation:

The recommendation is being made for the State Administrator to approve The Center for Teacher Innovation Induction Program contract (RCOE) for new teachers working toward obtaining their Clear Credential.


Fiscal Impact:

\$2000.00 per teacher candidate/per school year. Additional funds will need to be expended for the site face-to-face Reflective Coaches.

Submitted By:


Diana Jimenez
Director, Educational Services

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street/P.O. Box 868
Riverside, California 92502

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
FOR PARTICIPATION IN
THE CENTER FOR TEACHER INNOVATION INDUCTION PROGRAM
2015-2016
(Includes an Employing Agency provided Reflective Coach)**

This MOU/Agreement, **effective July 1, 2015**, is by and between **Riverside County Superintendent of Schools**, hereinafter referred to as the “SUPERINTENDENT,” and **South Monterey County Joint Union High School District**, hereinafter referred to as the “EMPLOYING AGENCY.” The SUPERINTENDENT sponsors a Commission on Teacher Credentialing (CTC) accredited program for the General Education Induction Program and Clear Education Specialist Induction Program and is authorized to recommend clear credentials for program completers. The Center for Teacher Innovation (CTI) is the SUPERINTENDENT’s facilitator of its teacher induction programs.

Purpose: The purpose of this MOU/Agreement is to establish a formal working relationship between the parties to this MOU/Agreement: and to set forth the operative conditions, which will govern this partnership. The SUPERINTENDENT and the EMPLOYING AGENCY will form a partnership in providing and coordinating services as part of the Center for Teacher Innovation Induction Program, hereafter referred to as the SUPERINTENDENT’s induction programs, the program sponsor for the Riverside County Office of Education’s Center for Teacher Innovation Induction Programs (CTI Induction)

The new teacher is embarking on a great professional journey in this next phase of his/her teaching career. The intent of induction is to build on the preparation each has received to become a teacher in order to transform his/her academic preparation into practical success in the classroom. THE SUPERINTENDENT’s most important goal is to support each teacher in the process of honing his/her teaching practice. With a trained Reflective Coach (mentor teacher), the Candidate will reflect on his/her teaching practice and his/her students' learning. Each teacher will participate in reflective conversations with his/her Reflective Coach that are intended to promote his/her success and the success of his/her students.

All induction activities are embedded completely in each teacher's current teaching assignments, and thus are intended solely to enhance each teacher's professional experience and growth. The induction process, although a carefully thought out and systematic approach to teacher development, is also inherently individualized.

The Center for Teacher Innovation's General Education and Education Specialist Induction Programs facilitate and enhance authentically supportive, meaningful professional growth experiences for all teachers in the program.

WITNESSETH

1. The EMPLOYING AGENCY agrees to participate in the SUPERINTENDENT'S induction programs and will provide a Reflective Coach to each of the EMPLOYING AGENCY's participating Candidates. The EMPLOYING AGENCY will be responsible to pay the enrollment/participation fee to the SUPERINTENDENT for each enrolled Candidate.

Each Candidate and Reflective Coach must complete an online enrollment form and be fully eligible to participate in the SUPERINTENDENT's induction programs.

2. The SUPERINTENDENT agrees to:

- a. Provide the CTI Induction Program's proprietary system of support and individualized learning to participating teachers (Candidates) with preliminary General Education and Education Specialist credentials as they fulfill the requirements of the California clear credential for general education and/or special education teachers. The customized CTI Induction program includes:
 - i. Access to a Learning Management System that promotes and supports 21st century leaning.
 - ii. Focus on the implementation of the Common Core Standards.
 - iii. Support for the Candidates in designing and implementing equitable and inclusive learning environments which strive to minimize bias in classrooms, while using culturally responsive pedagogical practices.
- b. To promote the professional practice and well-being of Candidates as they work with a carefully selected and CTI trained Reflective Coach. In this relationship they will build upon their professional knowledge; teaching skills; and demonstrate their abilities to enhance the academic achievement and overall growth of students.
- c. Establish, coordinate, and provide initial and ongoing Reflective Coach Professional Learning sessions online for the EMPLOYING AGENCY's Reflective Coaches. This training shall not require the use of substitute teachers. Training will focus on the specific coaching skills needed to support the unique

needs of beginning teachers. This will include techniques that enhance reflective conversations, constructive feedback, and observations of instruction.

- e. Provide materials and informational support to the EMPLOYING AGENCY's Site Administrators related to their role in supporting the Induction process for Candidates at their site.
- f. Provide the EMPLOYING AGENCY with recruiting materials to inform prospective teaching candidates that the EMPLOYING AGENCY is offering a Commission on Teacher Credentialing (CTC) accredited Induction Program.
- g. Carry-out all Commission on Teacher Credentialing Required Accreditation Activities, including but not limited to:
 - i. Payment of all CTC Accreditation Fees Annually
 - ii. Submission of Biennial Reports
 - iii. Submission of Program Assessment Documents
 - iv. Preparation for and facilitation of CTC Site Accreditation Visits
- h. Provide designated staff, (Program Manager) to facilitate program implementation through regular communication with EMPLOYING AGENCY authorized designee (Agency Representative).
- i. Provide opportunities for Candidates to earn low cost University credit for program participation through partnering Institutes of Higher Education.
- j. Establish and maintain accurate records and reports, which includes the following:
 - i. Program required online enrollment form for each Candidate and each Reflective Coach.
 - ii. Copies of all Formative Assessment completion records of participation for each Candidate
 - iii. Maintenance of an information management system for program completion, credential and enrollment/participation fee tracking of each Candidate.
- k. Monitor Candidate progress and completion.
- l. Provide the EMPLOYING AGENCY access to and/or reports from its Information Management System for the EMPLOYING AGENCY to monitor enrollment and completion progress of each of its Candidates officially enrolled in the CTI Induction Program.
- m. Provide advisement and assistance to all enrolled Candidates to ensure their knowledge of all processes and requirements to be eligible for the Clear Credential recommendation.
- n. Submit to the Commission on Teacher Credentialing the recommendation for the Clear Credential for all eligible Candidates who successfully complete the CTI Induction program upon receipt of each Candidate's Clear Credential Recommendation Application document and fee.

- o. Provide for the EMPLOYING AGENCY the Commission on Teacher Credentialing (CTC) accreditation report documents and other information requested on all matters related to the CTI Induction program's requirements.
- p. Charge the EMPLOYING AGENCY an annual enrollment/participation fee of \$2,000.00 per each Candidate enrolled during the term of this agreement.

The total of this MOU/Agreement shall not exceed \$2,000.00 per Candidate without prior written notification by the SUPERINTENDENT to the EMPLOYING AGENCY.

- q. SUPERINTENDENT will collect enrollment/participation fees directly from the EMPLOYING AGENCY for all candidate(s) enrolled in its CTI Induction Program.

3. The EMPLOYING AGENCY agrees to:

- a. Appoint an authorized designee to fulfill the EMPLOYING AGENCY designated Agency Representative role for the actual number of Candidates enrolled in the SUPERINTENDENT's induction program.
 - i. Identify and notify the SUPERINTENDENT of such eligible Candidates to be enrolled in the CTI Induction program.
 - ii. Identify all school sites with CTI Induction eligible Candidates and provide appropriate and sufficient CTI provided program information to all site administrators within the EMPLOYING AGENCY.
 - iii. Facilitate program implementation through regular communication with SUPERINTENDENT's assigned Program Manager.
- b. Pay the SUPERINTENDENT's annual enrollment/participation fee of \$2,000.00 per each Candidate enrolled during the term of this agreement within 30 days of the EMPLOYING AGENCY's receipt of the SUPERINTENDENT's invoice.
- c. Carefully select and hire Reflective Coach(es) to perform as an exemplary professional role model, who will meet the following criteria.
 - i. Possession of a California Clear and/or Level II Teaching Credential.
 - ii. Minimum of 3 years of exemplary teaching experience within an accredited (K-12) California school for students.
 - iii. Expert instructional practice as verified through administrative evaluation.
 - iv. Relevant knowledge of the context and culture of the beginning teacher's assignment.
 - v. Resourcefulness in meeting beginning teacher needs.
 - vi. Experience with teacher development and adult learning theory.
 - vii. Demonstrated commitment to professional learning.
 - viii. Appropriately student-centered approach to professional practice.
 - ix. Instructional strategies for differentiation and equity relative to diversity and student achievement.

- c. Understand that the recommendation for and issuance of the Clear Credential requires program completion and full payment of the enrollment/participation fee.
4. The term of this MOU/Agreement shall be from **July 1, 2015**, to and including **June 30, 2016**.
5. Contract and monitoring responsibilities for this MOU/Agreement rest with the SUPERINTENDENT.
6. Any and all products developed by the SUPERINTENDENT's induction programs and Consortium are the exclusive property of the SUPERINTENDENT.
7. The SUPERINTENDENT and the SUPERINTENDENT's induction programs and Consortium shall have the authority to adapt and adopt materials developed by the SUPERINTENDENT's induction programs and Consortium for dissemination purposes.
8. It is agreed that the EMPLOYING AGENCY or any employee or agent of the EMPLOYING AGENCY is acting as an independent contractor and not as an agent or employee of the said SUPERINTENDENT.
9. It is agreed that the SUPERINTENDENT will not withhold any federal or state income tax from payment made pursuant to this contract, but will provide the EMPLOYING AGENCY with a statement of invoiced expenditures at end of each calendar year.
10. The EMPLOYING AGENCY certifies that it is aware of the laws of the State of California requiring employer to be insured against liability for Worker's Compensation and shall comply with such laws during the term of this contract.
11. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save, and hold harmless each other, and their respective officers, agents, servants, and employees, of any from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this MOU/Agreement by such indemnifying party, or its officers, agents, servants, and employees.
12. Neither this MOU/Agreement nor any duties or obligations under this MOU/Agreement may be assigned by EMPLOYING AGENCY without the prior written consent of the SUPERINTENDENT.
13. The EMPLOYING AGENCY and all of the EMPLOYING AGENCY'S employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
14. This contract may be amended only by the mutual written consent of the parties hereto, except that the SUPERINTENDENT may unilaterally amend the contract to accomplish the below-listed changes:
 - a. Decreases in dollar amounts.
 - b. Administrative changes that do not affect the contractual rights of the parties
 - c. Changes as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this MOU/Agreement on the day and year first above written.

**Riverside County
Superintendent of Schools**

**South Monterey County Joint Union
High School District**

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Date _____

Date _____

Agency Contact: Laurie Mendez
Lamendez123@yahoo.com

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

SUBJECT: Approval of Donation from Rita and Luis Echenique Charitable Foundation **MEETING:** September 16, 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 received a \$20,000 donation with the promise of \$10,000 more for the improvement of the stage area at Greenfield High School for student performances. District staff is currently working with the Stage Hands to determine the greatest area of needs and will be applying that to lighting, sound systems etc.

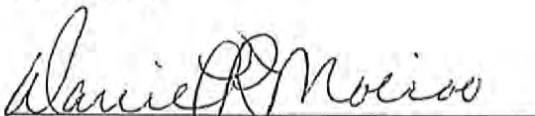
Recommendation:

It is recommended that the State Administrator accept the initial \$20,000.00 from the Rita and Luis Echenique Charitable Foundation for the improvement of the stage at Greenfield High School.

Fiscal Impact:

A donation of \$20,000.00 to the general fund to be spent on improvements to the Greenfield High School stage.

Submitted By:



Daniel R. Moirao, Ed.D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

RITA AND LUIS ECHENIQUE CHARITABLE
FOUNDATION
PO BOX 706
KING CITY, CA 93930

90-4461/1211

1161

DATE 8/17/15

© 2012 delaware.com/moneta
SPECIALTY LENDING GROUP SECURITY



PAY TO Scott Monterey Cerv Joint w/w \$20000.00
THE ORDER OF Tracy + Howard ad w/w DOLLARS

Heat Reactive Ink

1ST CAPITAL BANK

Monterey Branch
300 Bonifacio Place Monterey, CA 93940
831-264-4070

MEMO Casefield mtr Dy W MP

⑆ 1 2 1 1 4 4 6 1 2 ⑆ 1 1 6 1 ⑆ 0 2 0 0 0 1 8 3 8 0 ⑆

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

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

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

MEETING: September 16, 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:

Numerous businesses and individuals contributed to the complete renovation of the King City High School Baseball and Soccer fields this past summer. A listing of the companies and the individuals are attached. This is a project that would take years for the school district to accomplish alone. Yet, due to the contributions of several caring individuals and their companies in the King City community, this was accomplished in just a few short months.

Recommendation:

It is recommended that the State Administrator accept the donations of the companies and individuals for their part in renovating the soccer and baseball fields at King City High School

Fiscal Impact:

None on the district funds.

Submitted By:

Approved:



Daniel R. Moirao, Ed.D.
State Administrator



Daniel R. Moirao, Ed.D.
State Administrator

KCHS Athletic Field Restoration Projects – Summer 2015

- Softball/JV Baseball fields. Area totals approximately 6.1 acres.
- This area is also used for Football and Soccer practices and of course Physical Education classes.

Mission Ranches

John Romans – Alex Romans – Butch Latasa

100 Broadway St
King City, CA 93930

- Provided tractor work to disc under existing grass and then laser level entire area
- Donated use of and delivered ring-roller “smizer” to push seed into soil after planting

Big Valley Labor

John Romans – John Ramirez - Cesar Soto (one of our Assistant Football Coaches)

100 Broadway St
King City, CA 93930

- Employees to hand rake and haul off the roots and grass chaff from the entire area
- Also dug out ditches in order to repair water lines which were unavoidably broken in the leveling process

Santa Maria Seed

Manny Silva III – Kelly Silva - Britt Davis (one of our Assistant Softball Coaches)

512 Metz Rd. Unit A
King City, CA. 93930

- Brought in a dump trailer to haul off the roots and grass chaff
- Donated 950 pounds of Rhizing Star Fescue/Blackjack Kentucky Bluegrass seed
- Delivered all 1900 pounds of Rhizing Star Fescue/Blackjack Kentucky Bluegrass seed
- Britt was invaluable throughout the entire project, too many tasks to list!

L.A. Hearne Company

Tom Hearne - Mike Hardoy - Matt Hearne

512 Metz Rd.
King City, CA. 93930

- Donated 950 pounds of Rhizing Star Fescue/Blackjack Kentucky Bluegrass seed
- Donated and delivered the 17-17-17 fertilizer and tractor with application equipment
- Loaned trailer to pick up flat-roller

Benson Plumbing

Richard Benson

630 Broadway St
King City, CA 93930

- Spent several hours plus materials to fix numerous pipe lines and reinstall sprinkler timer wires
- Billed for labor, however . . .
- Materials were sold to us at cost and there was no charge for Trencher, Generator, and Jackhammer

Gonzales Irrigation Systems Abe Marquez - Brian Light (Consultant)

723 Alta St
Gonzales, CA 93926

- Consulted and discovered problems with our sprinkler system and irrigation well pump
- Donated pipe, nozzles, and various fittings

KCHS Athletic Field Restoration Projects – Summer 2015 – cont'd

- Softball/JV Baseball fields. Area totals approximately 6.1 acres.
- This area is also used for Football and Soccer practices and of course Physical Education classes.

Pacific Ag Rentals
4 Harris Road
Salinas, CA 93908

Daniel Butler

- Use of a broadcast-hopper to plant grass seed.

KCHS Ag Department
720 Broadway St
King City, CA 93930

Debbie Benson

- Loaned us their PTO connection bar to attach implement to hopper and District tractor

Troy Bennett Farms
54650 Jolon Rd
King City, CA 93930

Troy Bennett

- Loaned flat-roller to cover seed after ring-rolling
- Loaned trencher to trench line in softball infield

Frank's Gardening Service
PO Box 52
King City, CA 93930

Frank Lopez

- Visited field several times and provided expertise on germination and irrigation practices

Football/Baseball Programs
720 Broadway St
King City, CA 93930

Mac Villanueva – Lorenzo Espino

- Use of Gator vehicle to fill in low spots with sand to solve "puddling" problems when irrigating

Project Coordinator

Ralph Rianda, KCHS Athletic Director

- Opened gates at 6:00 am and supervised tractor work and Big Valley employees (10 days)
- Assisted Benson Plumbing in repairing broken pipe lines & reinstall sprinkler timer wires (30 hrs.)
- Opened gates for Salinas Pump Co. on holiday 7/3
- Applied fertilizer using L.A. Hearne equipment and my wife Marilee to "spot" coverage on 7/18
- Planted grass seed using District tractor and Pacific Ag Rentals hopper on 7/18
- Rolled the entire area with District tractor borrowed ring-roller and flat-roller on 7/18 & 7/21
- Manually turned four sprinkler lines on and off to run 30-60 min. every day sometimes twice a day from 7/19 to 8/9. Began use of sprinkler timer on 8/10.
- Added sand to the low spots to decrease "puddling" with the use of the Football/Baseball programs Gator vehicle and District tractor. (8hrs.)

KCHS Athletic Field Restoration Projects – Summer 2015 – cont'd

- Forden War Memorial Stadium field
- Used for Football and Soccer games/practices, field events for Track & Field
- Graduation as well as other school related activities.

Clark Trucking
100 Airport Road
King City, CA 93930

Will Clark

- Donated 30 yards of fill dirt and delivered to the site

Big Valley Labor
100 Broadway St
King City, CA 93930

John Romans – John Ramirez - Cesar Soto (one of our Assistant Football Coaches)

- Employees to haul fill dirt to large low spot areas with the use of their Bobcat front-loader.
- Employees to dig out and square off the bare spots and lay down new sod

Football Team & Coaches
720 Broadway St
King City, CA 93930

Mac Villanueva & Staff

- Haul fill dirt to smaller low spot areas by hand with buckets and Gator vehicle
- Interrupted summer practice and helped lay final rolls of sod

Greenfield Turf
42421 Oak Avenue
Greenfield, CA 93927

Chris Volker

- Donated over 3700 sq. ft. of sod for this project

Santa Maria Seed
512 Metz Rd. Unit A
King City, CA. 93930

Manny Silva III – Kelly Silva - Britt Davis (one of our Assistant Softball Coaches)

- Britt made arrangements with Greenfield Turf and delivered sod using the Santa Maria Seed flatbed truck

Mendez Landscaping
224 S. San Lorenzo Avet
King City, CA 93930

Roger Mendez (retired landscaper, father to Matt Mendez one of our Assistant Football Coaches)

- Agreed to manage and direct the project which included digging out and squaring off the bare spots and laying down new sod
- Roger came back many times after the original installation to check on sod growth and replaced patches as necessary

Coastal Tractor
10 Harris Place
Salinas, CA 93901

Mike Rianda – Steve Tankersley

- Donated use of and delivered a skid-steer front-loader to haul off the excess soil and turf

KCHS Athletic Field Restoration Projects – Summer 2015 – cont'd

- Forden War Memorial Stadium field
- Used for Football and Soccer games/practices, field events for Track & Field
- Graduation as well as other school related activities.

Project Coordinator

Ralph Rianda, KCHS Athletic Director

- Opened gates at 6:00 am and supervised Big Valley employees (4 days)
- Ran Coastal Tractors skid-steer front-loader and District tractor to haul out the excess soil and turf
- Manually turned two sprinkler lines on and off to run 30-60 min. every day from 7/25 to 8/2 to give new sod areas additional water.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Contract with Caitlin Conklin, BCBA

MEETING: September 16, 2015

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

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

Summary:

For the 2015/16 school year the District needs to contract with Caitlin Conklin, BCBA for specialized services related to Special Education functional behavioral planning.

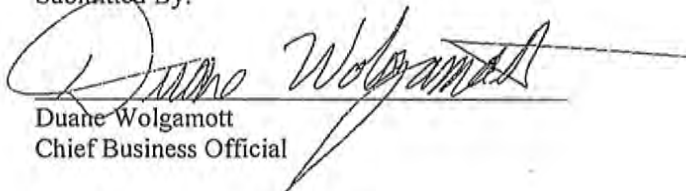
Recommendation:

The recommendation is being made for the State Administrator to approve the contract with Caitlin Conklin, BCBA for specialized services related to Special Education functional behavioral planning.


Fiscal Impact:

General Fund – Special Education Budget – Not to exceed \$4,800

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 *Caitlin Conklin, BCBA* an independent contractor, hereinafter called "Consultant," for the period specified in Article I. "TERM."

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

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

I. TERM:

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

II. PAYMENT LIMIT

- Consultant shall be compensated for conducting a Functional Behavior Analysis and the completion of a Behavior Intervention Plan.
- Consultant shall be compensated \$4,000 for completing the FBA and attending an IEP meeting to review the reports.
- The District will pay the Consultant \$800 for travel expenses.
- Total payment(s) to Consultant, under this contract shall not exceed \$ 4,800.

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 review Manana Bravo's file, reports, IEPs, observe in the classroom two to three days, meet with designated consultants and staff, complete a Functional Behavioral Analysis and a Behavior Intervention Plan. The Consultant will attend an IEP meeting to review the FBA and BIP.

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 Contract with Andrea Reed, M.A.

MEETING: September 16, 2015

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

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

Summary:

For the 2015/16 school year the District needs to contract with Andrea Reed, M.A. for professional Development services and ongoing support to the District Special Education Program.

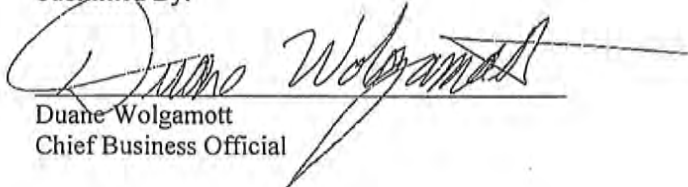
Recommendation:

The recommendation is being made for the State Administrator to approve the contract with Andrea Reed, M.A. for professional Development services and ongoing support to the District Special Education Program.


Fiscal Impact:

General Fund – Special Education Budget – Not to exceed \$5,000

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 *Andrea Reed, M.A.* 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 providing professional development, technical assistance in special education.
- Consultant will be paid \$65.00 per hour and \$160.00 travel expense when she works on-site within SMCJUHSD.
- Total payment(s) to Consultant, under this contract shall not exceed \$5,000.

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 professional development, technical assistance and ongoing support to the District special education staff.

VI. CONFIDENTIALITY

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

VII. ASSIGNMENT

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

VIII. TERMINATION OF AGREEMENT

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

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

IX. DISTRICT'S RIGHT OF RETENTION

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

X. EXTENSION OF TERM

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

XI. SIGNATURES

These signatures attest the parties' agreement hereto:

Andrea Reed, Transition Specialist
CONSULTANT / TITLE

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

August 5, 2015
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:

Andrea Reed, Transition Specialist
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 Contract with Michele Carmichael, M.A.

MEETING: September 16, 2015

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

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

Summary:

For the 2015/16 school year – the District needs to contract with Michele Carmichael, M.A. for professional Development services and ongoing support to the District Special Education Program.


Recommendation:

The recommendation is being made for the State Administrator to approve the contract with Michele Carmichael, M.A. for professional Development services and ongoing support to the District Special Education Program.

Fiscal Impact:


General Fund – Special Education Budget – Not to exceed \$5,000

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 *Michele Carmichael, M.A.* 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 providing professional development, technical assistance in special education.
- Consultant will be paid \$65.00 per hour plus \$160.00 travel expense when she works on-site within SMCJUHS.
- Total payment(s) to Consultant, under this contract shall not exceed \$5,000.

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 professional development, technical assistance and ongoing support to the District special education staff.

VI. CONFIDENTIALITY

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

VII. ASSIGNMENT

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

VIII. TERMINATION OF AGREEMENT

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

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

IX. DISTRICT'S RIGHT OF RETENTION

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

X. EXTENSION OF TERM

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

XI. SIGNATURES

These signatures attest the parties' agreement hereto:

Michele Carmichael
CONSULTANT / TITLE

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

8/3/15
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:

Michele Carmichael
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 Agreement with PresenceLearning Consulting Services

MEETING: September 16, 2015

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

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

Summary:

For the 2015/16 school year the District needs to contract for Online Special Education Program Student Services at Greenfield High School and King City High School.


Recommendation:

The recommendation is being made for the State Administrator to approve the contract with PresenceLearning for Online Special Education Student Services.

Fiscal Impact:


General Fund – Special Education Budget – Not to exceed \$96,250

Submitted By:



Duane Wolgamott
Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.
State Administrator



PresenceLearning Consulting Services Agreement

This Consulting Services Agreement ("Agreement") along with its accompanying Exhibits, issued on July 28, 2015 ("Issue Date"), is entered into as of July 1, 2015 (the "Effective Date") by and between PresenceLearning, Inc., a Delaware corporation ("PresenceLearning") and South Monterey County Joint Union High School District with its principal place of operation in King City, CA (together with its agents, employees, and affiliates, "Partner"). PresenceLearning and Partner are referred to herein individually as a "Party" or collectively as the "Parties."

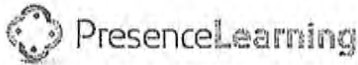
1. **Services.** PresenceLearning will make available to Partner qualified clinicians and teachers, including but not limited to special education teachers, speech-language pathologists, psychologists, social workers, counselors, and occupational therapists (each, a "Clinician") to provide supplemental educational services in accordance with the terms and conditions of Exhibits A and B, herein incorporated by reference, remotely or via the web, to Partner clients with identified or suspected special needs, including, but not limited to:
 - a. Instruction and instructional services; consultation and collaboration with teachers, parents and Partner; initial and triennial assessments; administrative and billing work; pre- and post-assessments and intervention services; maintenance of regular documentation of services provided, recommended service plan, services provided, and responsiveness to services as well as participation in Partner meetings, including, but not limited to, individualized education planning meetings, as mutually agreed by Partner and PresenceLearning. Collectively, (the "Services").
2. **Schedule and Location of Services.** Services will be provided exclusively via computer or telepractice, unless otherwise agreed.
3. **Service Levels and Terms.** Parties agree that Services are to be provided as follows:
 - a. Services for 50 Clients "Client(s)" per month during the term of this Agreement.
 - b. Hourly rate of \$77.00 per hour ("Hourly Services Rate").
 - c. Installation Fee of \$77.00 per Client per year ("Technology Setup Fee").
4. **Fees.** In exchange for the Services, Partner agrees to pay PresenceLearning according to the following schedule:

Monthly Payment	Partner agrees to pay for Services at an Hourly Services Rate of \$77.00 per hour.
Minimum Clients	Effective for any Services being provided from September to May (inclusive), no PresenceLearning invoice shall represent a fee for Services based on fewer than 45 Clients ("Minimum Client(s)"). Partner may elect to reduce the Minimum Client number by providing written notice to PresenceLearning detailing specific, named Clients that have either (i) achieved their IEP goals and no longer require Services under their IEP or (ii) are no longer enrolled in Partner's school(s). If the total number of Clients drops below the number of Minimum Clients in any given month, Partner agrees to make a total minimum payment of \$8,662.50 (equal to the Minimum Clients * Hourly Services Rate * 2.5 hours) per month to PresenceLearning, unless written notice is provided.
Set-Up Fee	Partner agrees to pay \$77.00 per Client per year who receives Services for an initial total of \$3,850.00.
Assessments	Online initial and triennial assessments shall be billed at \$375.00 per assessment (the "Assessment Fee"). The Assessment Fee covers ordinary and customary evaluations. Evaluations exceeding 6 hours are subject to additional fees. Partner may also elect to



	request in-person assessments. In these cases, Partner shall pay PresenceLearning reasonable costs of travel, including airfare, car mileage or rental car fees, hotel, and meals, as necessary, in addition to a per-diem rate equal to an 8 hour Service day for each day of travel.
Cancellation Policy	Partner agrees to pay PresenceLearning for Services that are scheduled with PresenceLearning, but not cancelled with at least 24 hours advance notice. PresenceLearning commits in good faith to make best efforts to use the time for any session cancelled with less than 24 hour notice for session make-ups, documentation or planning work that would have been necessary regardless. Partner will only be billed once for this time.
Equipment Kits & OT Manipulables	<u>Equipment Kits</u> . PresenceLearning shall provide Partner 0 set(s) of suitable web cameras and headsets free of charge. Additional sets can be purchased at \$95 per set, or, individual items of equipment may be purchased individually as necessary. <u>Occupational Therapy Manipulables</u> . PresenceLearning can provide Partner with set(s) of suitable occupational therapy manipulables at \$35 per set, plus shipping costs, as needed.
Smart Start (Optional)	Smart Start. PresenceLearning may provide two days of onsite implementation support services from a staff member including some or all of the following services Client selection, school site selection, technical set-up, paraprofessional training, Client scheduling, administrator orientation, school principal orientation, IT department training, school clinician training, parent orientation(s), and SPEDinsight training for an additional fee dependent on implementation requirements.
Inflation Adjustment	Partner agrees that for each successive year after the first school year of Services, the Hourly Services Rate, Set-up Fee, and any other rates and fees related to Services will rise each year at, but no greater than, the most recent annual rate of inflation, rounded to the nearest half dollar (\$0.50) as defined at the following U.S. Government URL, or its successor: http://data.bls.gov/timeseries/CUUR0000SAM?output_view=pct_12mths

[Signatures appear on the following page]



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement along with its Exhibits to be executed as of the Effective Date.

PresenceLearning, Inc.

Partner

By:

DocuSigned by:
Clay Whitehead
193D8B266DB2484...

By:

DocuSigned by:
Daniel Moiras, State Administrator, SMCJUHSD
097B54C37360479...

Name: Clay whitehead

Name: Daniel Moiras, State Administrator, SMCJUHSD

Title: Co-CEO

Title: State Administrator

Date: 2015-08-25

Date: 2015-08-25

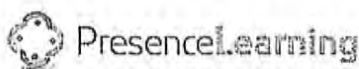
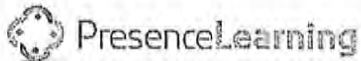


Exhibit A: Terms and Conditions

1. **Services.** PresenceLearning will provide consulting services to Partner relating to the provision of supplemental educational services as mandated by State and Federal law to Partner's Clients (the "Services"). The Services will be provided according to the terms set forth in this Agreement and its Exhibits. Partner shall provide PresenceLearning with the environment, equipment and supervision necessary for the provision of Services as set forth in Exhibit B.
2. **Fees and Payment Terms.** In consideration for the Services, Partner agrees to pay PresenceLearning in accordance with the fee schedule set forth in this Agreement. All fees due hereunder are non-refundable and are not contingent on any additional services to be provided. Partner shall pay all amounts due within thirty (30) days of PresenceLearning's invoice date. Partner will promptly notify PresenceLearning of any disputed amounts and the reason for such dispute, but in no event later than 20 days from receipt of invoice. Unless PresenceLearning receives notice of any such dispute, within 20 days of receipt of such invoice, such invoice shall be considered undisputed and shall be due and payable no later than 30 days of the date of such invoice. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus PresenceLearning's reasonable costs of collection.
3. **PresenceLearning Materials.** PresenceLearning retains all right, title, and interest to any materials and intellectual property that it develops or provides as part of Services. Partner agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on such materials. Provided Partner is not in breach of any term of this Agreement, PresenceLearning grants Partner a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the Materials solely to assist in the provision of Services in accordance with the terms herein.
4. **Indemnification.** Partner shall indemnify and hold PresenceLearning harmless against any and all claims, demands, damages, liabilities and costs (including attorney's fees) incurred by PresenceLearning which directly or indirectly result from, or arise in connection with, any negligent act or omission or willful misconduct of Partner, its agents, or employees, pertaining to its activities and obligations under this Agreement. PresenceLearning shall indemnify and hold Partner harmless against any and all claims, demands, damages, liabilities and costs (including attorney's fees) incurred by Partner which directly or indirectly result from, or arise in connection with, any negligent act or omission or willful misconduct of PresenceLearning, its agents, or employees, pertaining to its activities and obligations under this Agreement. The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.
5. **Limitation of Liability.** In no event will PresenceLearning be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the Services, whether in contract or tort or otherwise, even if PresenceLearning knew or should have known of the possibility of such damages. PresenceLearning's cumulative liability relating to this Agreement will not exceed the actual fees paid by Partner to PresenceLearning during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. Partner acknowledges that the Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations Contactor would not enter into the Agreement.
6. **Non-Solicitation.** Partner shall not, during the term of the Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any PresenceLearning employee or contractor without PresenceLearning's prior written consent.
7. **Term and Termination.** This Agreement shall be in effect as of the Effective Date and shall continue until June 30, 2016 (the "Initial Term") and shall automatically renew on an annual basis (each a "Renewal Term"), unless either party gives written notice of its intention not to renew 90 days before expiration of the Initial Term or a Renewal Term. Upon the expiration or termination of this Agreement for any reason, all amounts owed to PresenceLearning under this Agreement, which accrued before such termination, or expiration will be immediately due and payable. In addition to the post-termination obligations in this Section 7, Sections 3 through 14 will survive any expiration or termination of this Agreement. In case of early termination of this Agreement by Partner outside of the aforementioned time periods, Partner shall pay a cancellation fee of \$750 per Client, multiplied by the greater of either: (a) the minimum number of Clients or (b) the largest number of Clients served in any given month during any term hereof.
8. **Disclaimer of Warranties.** The Services are provided "as is" without any warranty and PresenceLearning expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.
9. **Limited Guarantee of Therapist Availability.** If this Agreement is not signed by Partner within thirty (30) calendar days of the Issue Date, PresenceLearning does not guarantee sufficient clinician availability to provide required Services. If this Agreement is signed by Partner within 30 days of the Issue Date, PresenceLearning does guarantee sufficient clinicians provide required Services.
10. **Confidentiality.** Partner understands that it may receive confidential and proprietary information relating to PresenceLearning's business. Partner agrees that the PresenceLearning proprietary information is confidential and is the sole, exclusive and extremely valuable property of PresenceLearning. PresenceLearning understands that it may receive confidential information protected by the federal *Family Educational Rights and Privacy Act* (FERPA). PresenceLearning will comply with the requirements established by FERPA. It is understood and agreed that money damages would not be a sufficient remedy for any Partner's breach of confidentiality and that PresenceLearning shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the Partner in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality



but shall be in addition to all other remedies available at law or equity.

11. **Miscellaneous.** This Agreement will be governed by the laws of the State of California (without giving effect to any conflict of laws principles that provide for the application of the law of another jurisdiction). The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The headings in this Agreement do not affect its interpretation. This Agreement may only be amended by the mutual consent of the Parties in writing. This Agreement constitutes the entire agreement between the Parties regarding the Services, and supersedes all prior or contemporaneous agreements and understandings between the Parties relating to the Services.
12. **Partner Representations.** Partner hereby represents and warrants to PresenceLearning as follows: (i) Partner has the right, power, and authority to enter into and perform its obligations under this Agreement, (ii) Partner has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement, (iii) the undersigned has the right, power and authority to enter into this Agreement on behalf of Partner, (iv) this Agreement constitutes the legal, valid and binding obligation of Partner, enforceable against Partner in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies, and (v) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which Partner is a party or any terms or provisions thereof.
13. **PresenceLearning Representations.** PresenceLearning hereby represents and warrants to Partner as follows: (i) PresenceLearning has the right, power, and authority to enter into and perform its obligations under this Agreement, (ii) PresenceLearning has obtained all necessary consents in accordance with its operations to execute

and deliver this Agreement and perform its obligations under this Agreement, (iii) the undersigned has the right, power and authority to enter into this Agreement on behalf of PresenceLearning, (iv) this Agreement constitutes the legal, valid and binding obligation of PresenceLearning, enforceable against Partner in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies, and (v) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which PresenceLearning is a party or any terms or provisions thereof.

14. **Research.** The Parties agree that mutual consent is required for the initial publication or distribution of any research and/or marketing materials, including without limitation, customer or vendor lists, press releases, and research and case studies mentioning both Parties, but that once this consent is given for initial publication the Parties may republish such works in their original or reasonably modified form at will.
15. **Independent Contractor.** The Parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither Party is authorized to make any representation, contract, or commitment on behalf of the other Party.
16. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be confidential and conducted in the English language before a single neutral arbitrator to be selected by AAA. The place of arbitration shall be San Francisco, California.
17. **Assignment.** PresenceLearning's rights and obligations under this Agreement will bind and inure to the benefit of its successors and permitted assigns.



Exhibit B: Environment, Equipment, and Supervision

Partner shall provide PresenceLearning with the conditions described below to enable the provision of the applicable Services. PresenceLearning will not begin Services until all of the below criteria are met in order to ensure Client success:

1. Computer Set-Up.

- a. Each station must have a computer with a dual core processor.
- b. A broadband internet connection with 1.0 mbps (or higher) upload and download speeds. If internet speeds are not sufficient to support PresenceLearning's platform at any site, Partner may elect to purchase a suitable wireless 4G card from PresenceLearning for \$550 per unit per year.
- c. Browser: Internet Explorer, Safari, Chrome or Mozilla Firefox.
- d. Software: Latest version of Adobe Flash Player.
- e. Operating system: Windows Vista or later. Mac OS X 10.7 (or later) with Intel processor.
- f. Whitelist the following from all web filters:
 - i. *.live.presencelearning.com
 - ii. *.presence.influxis.com
 - iii. *.youtube.com (optional)
 - iv. *.presence.enterprise.ics.influxis.com: 8510 TCP/UDP
 - v. *.presence.enterprise.ics.influxis.com: 443 TCP
 - vi. *.presence.enterprise.ics.influxis.com: 19350-19400 UDP
 - vii. *.presence.enterprise.ics.influxis.com: 1935 TCP/UDP
- g. A phone with speaker-phone capability in the immediate vicinity of the computer where service is delivered, to be used as a backup means of communication.

2. Environment.

- a. A suitable non-noisy controlled space such as a resource room, classroom, computer room, library and/or home setting.
- b. Ample lighting that shines either (i) from above the Client or (ii) directly on the face of the Client but not (iii) from behind the Client and directly into the webcam.
- c. Privacy screens or other equipment may be necessary to guarantee privacy.

3. Supervision.

- a. A suitable number of Partner paraprofessionals (or parents) to provide the below services. Additional services may or may not be required.
 - i. Transporting the Client to/from the telepractice session.
 - ii. Assisting the Client with technology set-up (e.g., attaching the headset to the computer).
 - iii. Ensuring that the conferencing connection with remote therapist is functioning. Contacting the therapist via phone if necessary.
 - iv. Remaining in the sessions to ensure that any technology glitches are reported and fixed
 - v. Providing cues, prompts, and models for the Client upon therapist direction.

- vi. Helping relay information between the school staff and the therapist related to scheduling, absences, or school functions.
- b. The paraprofessional shall act under the direction of the PresenceLearning SLP or OT, except in the event of emergency.

4. In the event that Partner contracts with PresenceLearning to supervise clinical assistants such as speech language pathology assistants (each an "SLPA") or certified occupational therapy assistants (each a "COTA"), Partner shall ensure that each such SLPA and/or COTA shall:

- a. meet state and/or American Speech Hearing Language Association ("ASHA") or American Occupation Therapy Association ("AOTA") guidelines for SLPs or COTAs
- b. have the appropriate level of education and training
- c. have completed fieldwork according to state/ASHA or AOTA guidelines
- d. follow ASHA or AOTA/state guidelines on duties and responsibilities
- e. follow the treatment plans for clients set out by the supervising SLP or OT
- f. not administer standardized or nonstandardized diagnostic tests
- g. not participate in parent conferences, case conferences, IEP meetings, etc. without the presence of the supervising SLP or OT.
- h. not represent him/herself as an SLP or OT
- i. not counsel or consult with families/clients/Clients regarding status of service

In addition, Partner agrees that PresenceLearning clinicians shall:

- a. participate in training of the SLPA or COTA
- b. inform clients/Clients that SLPA or COTA will provide treatment
- c. make all clinical decisions
- d. prepare individualized treatment plans for each client/Client that the SLPA or COTA treats
- e. Sign all formal documents and signed treatment notes of SLPA or COTA
- f. Delegate tasks to SLPA or COTA while retaining legal and ethical responsibility for all client/Client services provided or omitted
- g. Ensure that the SLPA or COTA only performs tasks within State or ASHA/AOTA approved guidelines for SLPAs or COTAs.
- h. provide both direct and indirect supervision as required by state and/or ASHA or AOTA guidelines

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

SUBJECT: Approval of CSBA Board Policy Audit Service Agreement

MEETING: September 16, 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:

Previously, the State Administrator approved an agreement with CSBA for District/Board Policy maintenance and updates. That agreement entailed much more activity and cost than was necessary considering how this Board has worked to update the Board Policy Manual on an ongoing basis since 2009. Under the terms of this agreement CSBA would conduct a selective audit of the district policies and regulations for the school district. The agreement would provide:

- A review of selected district policies, administrative regulations, bylaws and exhibits.
- Review those polices, regulations and bylaws that are mandated for Board adoption by state law and determine whether those issues are instead covered in the district's collective bargaining agreements.
- Identify the policies, regulations, and bylaws that state or federal law mandates but are not currently included in the district's policy manual.

Recommendation:

It is recommended that the State Administrator approve the Board Policy Manual Maintenance Agreement with CSBA.

Fiscal Impact:

\$850 from the general fund. Any additional on-site consultation services performed by CSBA will be charged at a rate of \$75.00 per hour in addition to travel expenses. This is a budgeted item.

Submitted By:

Approved:



Daniel R. Moirao, Ed.D.
State Administrator



Daniel R. Moirao, Ed.D.
State Administrator

CALIFORNIA SCHOOL BOARDS ASSOCIATION

Policy Services

AUDIT SERVICE AGREEMENT

I. CSBA RESPONSIBILITIES

CSBA agrees to conduct a selective audit of district policies and regulations for the – SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT. The following audit services will be provided as part of the Audit Services Agreement:

- A. Review of selected district policies, administrative regulations, bylaws and exhibit. CSBA will review those policies, regulations and bylaws that are mandated for Board adoption by state law and will determine whether those issues are instead covered in the district's collective bargaining agreements. CSBA will also review certain policies, regulations and bylaws identified by CSBA that contain recent legal requirements. CSBA will review approximately 150 policies, regulations and bylaws.
- B. Provide the district with a written report that:
 - 1. Identifies the policies, regulations and bylaws that state or federal law mandates that districts adopt but are not included in the district's policy manual or collective bargaining agreements.
 - 2. Identifies selected policies, regulations or bylaws that have been revised by CSBA due to amendments to state or federal law but are not included in the district's policy manual.
 - 3. Identifies the policies that are mandated by law and are included in the district's policy manual or collective bargaining agreements but do not reflect the latest version of the policy, regulation, or bylaw issued by CSBA.
 - 4. Identifies selected policies, regulations or bylaws that have been revised due to amendments to state or federal law that are included in the district's policy manual but do not reflect the latest version of the policy, regulation, or bylaw issued by CSBA.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
AUDIT SERVICE AGREEMENT
PAGE TWO**

The audit is not a legal review. CSBA will not review the district's entire policy manual. The scope of the audit report is limited to those policies selected for review by CSBA, approximately 150 policies, as indicators of the status of a district's policy manual. The audit does not include identification of all state and federal laws which are covered in the district's policy manual or all of the district's policies which are based on repealed or amended laws. CSBA is not promising to find all errors and omissions.¹

II. DISTRICT RESPONSIBILITIES

The district agrees to provide CSBA with a complete and current copy of its policy manual and certificated and classified employee bargaining agreements. The district agrees to make available a staff member to be interviewed by a CSBA consultant in order to complete the pre-audit questionnaire. To be eligible for this program, the district must be a member in good standing of CSBA.

III. TIME SCHEDULE

Every effort will be made by both parties to stay within the following timelines:

- | | |
|---|---|
| A. Beginning date of Audit Service | Completion of the pre-audit questionnaire and receipt of an electronic or paper copy of the district's policy manual and collective bargaining agreement emailed or mailed to CSBA. |
| B. Delivery to the district of the written report | Within 60 days of completion of pre-audit questionnaire and receipt of the district's policy manual and collective bargaining agreements |

¹ Cases and laws on which the policies and regulations are based are constantly changing and are frequently subject to more than one interpretation. Technical points of law and similar matters may receive only partial reference or may be omitted altogether for the sake of administrative convenience or for other reasons not appearing on the face of the CSBA policies and regulations. Since subtle variations in facts and underlying circumstances from case to case can produce divergent results under the law, the district is cautioned to seek the advice of its legal counsel when confronted with particular situations as this service is not intended to be a substitute for legal advice.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
AUDIT SERVICE AGREEMENT
PAGE THREE**

IV. COST

The CSBA charge is \$850 for this Audit Service Agreement. If the district's policy manual does not use CSBA's policy coding and index system, additional charges may apply at a rate of \$75.00/hour. Signature of a district official on this agreement signifies district's authorization to CSBA to carry out this agreement. This charge is based on time involved for CSBA staff and consultants to fulfill CSBA's responsibilities outlined above.

Any additional on-site consultant services performed by CSBA will be charged separately at the rate of \$75 per hour. In addition, district agrees to pay travel expenses.

The basic cost is payable on execution of this agreement. This estimate is valid for 30 days from the date of the CSBA official's signature, and is subject to change thereafter.

SIGNATURES FOR:

California School Boards Association

South Monterey County Joint Union
High School District

Signature



Signature

Bode Owoyele

Name of Official

DANIEL R. MOIRAG

Name of Official

Senior Director Policy Development Services

Title of Official

STATE ADMINISTRATOR

Title of Official

Date

Date

Please sign both copies of this Agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Board Policy Services, 3251 Beacon Boulevard, West Sacramento, California 95691.

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

SUBJECT: Approval of CSBA Board Policy Manual
Maintenance Service Agreement

MEETING: September 16, 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:

Previously, the State Administrator approved an agreement with CSBA for District/Board Policy maintenance and updates. That agreement entailed much more activity and cost than was necessary considering how this Board has worked to update the Board Policy Manual on an ongoing basis since 2009.

This agreement would provide the District five times per year a Manual Maintenance Policy Reference Update, including sample policies, regulations, and bylaws to incorporate as desired into the District Policy Manual.

Recommendation:

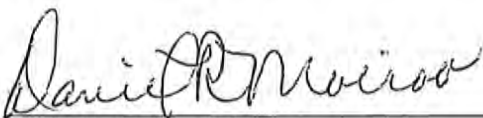
It is recommended that the State Administrator approve the Board Policy Manual Maintenance Agreement with CSBA.

Fiscal Impact:

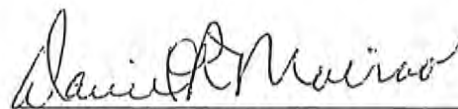
\$2,495.00 for each year of this agreement from the general fund. This is a budgeted item.

Submitted By:

Approved:



Daniel R. Moirao, Ed.D.
State Administrator



Daniel R. Moirao, Ed.D.
State Administrator

CALIFORNIA SCHOOL BOARDS ASSOCIATION MANUAL MAINTENANCE SERVICE AGREEMENT

This Manual Maintenance Service Agreement ("Agreement") is entered into between South Monterey County Joint Union High School District ("District") and the California School Boards Association, West Sacramento, California ("CSBA").

I. PURPOSE

The purpose of this Agreement is to provide policy update, consulting services and word processing services to District to enable District to maintain a manual of its policies, regulations and bylaws ("District Manual").

II. CONDITION PRECEDENT

As a condition to CSBA's responsibilities under this Agreement, District shall have completed a District Manual through one of the following developmental services agreements with CSBA: Policy Custom Service Agreement, Consortium Agreement, or Transition Agreement. To be eligible for this program, the district must be a member in good standing of CSBA.

III. SERVICES AND RESPONSIBILITIES

A. CSBA shall:

1. Five times a year, provide District a Manual Maintenance Policy Reference Update, including CSBA sample policies, regulations and bylaws, to incorporate as desired into the District Manual.
2. Maintain a copy of the District Manual completed under the developmental services agreement; update the District Manual to reflect policies, regulations and bylaws subsequently adopted by the District and provided by the District to CSBA; and send a copy of updated policies, regulations, and bylaws to District.
3. Make available a Manual Maintenance Consultant during regular CSBA business hours to consult on policy issues relating to the District Manual. Upon request of the District, consultation may include: (a) suggestions regarding policy procedures and placement of policies within District Manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws of the District. Such review is not intended to be and is not a substitute for advice from legal counsel. Consultation does not include drafting original policy language for District Manual.

CSBA MANUAL MAINTENANCE SERVICE AGREEMENT
PAGE TWO

4. Provide examples of policies, regulations and bylaws adopted by other districts and other informational documents as available in CSBA's files on topics requested by District.

B. District shall:

1. Designate a member of its administrative staff to serve as the District liaison ("Liaison") with CSBA and advise CSBA of the name of the Liaison. The Liaison shall be responsible for all contacts with CSBA and the CSBA Manual Maintenance Consultant and for timely submitting to CSBA all information and documents to be provided by District under this Agreement. If a Liaison is not designated, the official signing this Agreement on behalf of the District shall be deemed the Liaison.
2. Immediately forward to CSBA a copy of all District policies, regulations and bylaws as from time to time adopted or approved.
3. Permit CSBA to provide sample copies of District policies, regulations and bylaws to members of CSBA.
4. Not make available for use or distribute outside the District any documents or electronic copies received from CSBA under this Agreement. District acknowledges and agrees that such documents and copies are for the sole use of the District.

IV. FEES, FEE PAYMENT SCHEDULE

In consideration for the services provided by CSBA under III.A.1-4 of this Agreement, District shall immediately pay to CSBA the annual fee for each fiscal year as invoiced by CSBA to District. Thereafter, District shall pay the annual fee of \$2,495.00 for each subsequent fiscal year as set forth in the renewal notice provided by CSBA to District. The annual fee shall be due and payable on July 1 of each subsequent fiscal year. CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services under this Agreement.

V. TERM

This Agreement shall remain in effect and be deemed automatically renewed effective July 1 of each fiscal year unless terminated by either District or CSBA in a written notice delivered to the other party at least thirty (30) days prior to July 1 of such fiscal year. In the event District fails to maintain its membership in CSBA or to pay the annual fees described in IV above, CSBA shall have no obligation to perform services under this Agreement.

CSBA MANUAL MAINTENANCE SERVICE AGREEMENT
PAGE THREE

VI. OFFICIAL REPRESENTATIVES

All notices by CSBA or District shall be mailed, delivered or transmitted to the following addresses and fax numbers, unless otherwise agreed in writing:

CSBA

Policy Services
California School Boards Association
3251 Beacon Blvd.
West Sacramento, California 95691
(916) 371-4691
(916) 371-3407 or (916) 371-6807 Fax

SCHOOL DISTRICT

South Monterey County Joint
Union High School District
800 Broadway Street
King City, CA 93930
(831) 385-0606
(831) 385-0695 Fax

VII. MISCELLANEOUS

This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements written or oral. No modifications of this Agreement shall be valid or enforceable unless such modification is in writing and signed by the party to be bound.

"CSBA"

"DISTRICT"

CALIFORNIA SCHOOL BOARDS
ASSOCIATION

SOUTH MONTEREY COUNTY
JOINT UNION HIGH SCHOOL DISTRICT

By: _____
Signature

Bode Owoyele
Name (print)

Sr. Director, Policy Development Services
Title of Official

By: *Daniel R. Moirao*
Signature

DANIEL R. MOIRAO
Name (print)

STATE ADMINISTRATOR
Title of Official

Date: _____

Date: _____

Please complete the information for SCHOOL DISTRICT notices in Section VI above and sign both copies of this agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Policy Services, 3251 Beacon Blvd., West Sacramento, California 95691

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

SUBJECT: Approval of CSBA GAMUT Online Service Agreement

MEETING: September 16, 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:

Previously, the State Administrator approved an agreement with CSBA for District/Board Policy maintenance and updates. That agreement entailed much more activity and cost than was necessary considering how this board has worked to update the Board Policy Manual on an ongoing basis since 2009.

This agreement would provide the District with a Web-based policy information service that incorporate all current CSBA recommended policies, with regular updates throughout the academic year.

Recommendation:

It is recommended that the State Administrator approve the GAMUT Online Service Agreement with CSBA.

Fiscal Impact:

\$2,140.00 from the general fund. This is a budgeted item.

Submitted By:



Daniel R. Moirao, Ed.D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT ONLINE SERVICE AGREEMENT**

This GAMUT Online Service Agreement ("Agreement") is entered into between South Monterey County Joint Union High School District ("District") and the California School Boards Association, West Sacramento, California ("CSBA").

I. PURPOSE

The purpose of this Agreement is to provide GAMUT Online service.

II. CONDITION PRECEDENT

To be eligible for this program, the district must be a member in good standing of CSBA. Districts wishing to access their manual online must also subscribe to the CSBA Manual Maintenance Plus service which is a separate and independent fee.

III. SERVICES AND RESPONSIBILITIES

A. CSBA shall:

1. Provide District with a Web-based policy information service, incorporating the complete CSBA Policy Update Reference Manual - more than 800 sample policies, regulations and exhibits - with links to related resources. Content is updated on an ongoing basis.
2. Provide access to the District's policy manual when the District is also a member of the CSBA Manual Maintenance Plus service. District policies will include links to related resources.
3. Update District manual based on District's submission to CSBA. Provide email notification of policy updates to persons designated by District to receive notifications.
4. Provide District with needed user accounts as requested by designated district contact person.

B. District shall:

1. Comply with the GAMUT End User License Agreement.
2. Provide CSBA with a contact person through whom user accounts for the district will be established.

CSBA GAMUT ONLINE SERVICE AGREEMENT
PAGE TWO

IV. FEES, FEE PAYMENT SCHEDULE

In consideration for the services provided by CSBA under III.A.1-4 of this Agreement, District shall pay to CSBA the annual fee of \$2,140.00. Thereafter, District shall pay the annual fee for each subsequent fiscal year as set forth in the renewal notice provided by CSBA to District. The annual fee shall be due and payable on July 1 of each subsequent fiscal year. CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services under this Agreement.

V. TERM

This Agreement shall remain in effect and be deemed automatically renewed effective July 1 of each fiscal year unless terminated by either District or CSBA in a written notice delivered to the other party at least thirty (30) days prior to July 1 of such fiscal year. In the event District fails to maintain its membership in CSBA or to pay the annual fees described in IV above, CSBA shall have no obligation to perform services under this Agreement.

VI. OFFICIAL REPRESENTATIVES

All notices by CSBA or District shall be mailed, delivered or transmitted to the following addresses and fax numbers, unless otherwise agreed in writing:

CSBA
Policy Services
California School Boards Association
3251 Beacon Blvd.
West Sacramento, California 95691
(916) 371-4691
(916) 371-3407 or (916) 371-6807 Fax

SCHOOL DISTRICT
South Monterey County Joint
Union High School District
800 Broadway Street
King City, CA 93930
(831) 385-0606
(831) 385-0695 Fax

CSBA GAMUT ONLINE SERVICE AGREEMENT
PAGE THREE

VII. MISCELLANEOUS

This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements written or oral. No modifications of this Agreement shall be valid or enforceable unless such modification is in writing and signed by the party to be bound.

"CSBA"

"DISTRICT"

CALIFORNIA SCHOOL BOARDS
ASSOCIATION

SOUTH MONTEREY COUNTY
JOINT UNION HIGH SCHOOL DISTRICT

By: _____
Signature

Bode Owoyele
Name (print)

Senior Director,
Policy Development Services
Title of Official

Date: _____

By: Daniel R. Moirao
Signature

DANIEL R. MOIRAO
Name (print)

STATE ADMINISTRATOR
Title of Official

Date: _____

Please sign both copies of this agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Member Services, 3251 Beacon Blvd, P.O. Box 1660, West Sacramento, California 95691.

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

SUBJECT: Approval of Agency-Client Agreement with IDEA Emporium

MEETING: September 16, 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 South Monterey County Joint Union High School District has accomplished much in the last several years. Communicating that to the broader community and regaining the pride they once had in their schools is a full time job. Jill Wagner, CEO of IDEA Emporium, is a skilled communicator in promoting schools. Attached is her proposal and contract to work with this school district to produce materials promoting the district's efforts and to develop lasting materials for continuous publicity. She will work with school sites to produce regular articles for the local press.

Recommendation:

It is recommended that the State Administrator approve the Agency-Client Agreement with IDEA Emporium to serve as the district's communication officer.

Fiscal Impact:

Approximately, \$20,000.00 annually. This is funded through LCAP dollars

Submitted By:

Approved:



Daniel R. Moirao, Ed.D.
State Administrator



Daniel R. Moirao, Ed.D.
State Administrator



Agency-Client Agreement

This letter, when signed by both parties, will constitute the agreement between us with regard to our representation as your public relations agency. "We," "us," and "our," refer to **Idea Emporium** and "you" and "your" refer to **South Monterey County Joint Union High School District**.

1. We agree to serve as your public relations agency in connection with the implementation of a public relations program on your behalf. As your agency, we will provide you with counsel and strategic direction on the public relations and communications aspects of your organization. In addition, we will perform other related public relations and marketing activities.
2. For our services and outlays on your behalf, the basis of our compensation shall be as follows:
 - For all public relations counseling, writing, planning and placement services, we require: \$2000 per month for staff time charges which provides 20 hours of service per month. Charges for services of staff members will be made at standard hourly rates as required to carry out the programs and activities approved by you. Staff time charges incurred in any month will be applied against the minimum fee. Any staff time charges incurred above the minimum will be billed at existing standard rates. No extension beyond the monthly project fee will progress without advance written permission by the Superintendent or designee(s).
 - Hourly charges are: Principal/Senior Strategist \$100/hour; Writer \$65/hour; Graphic Design Services \$80/hour; Public Relations Specialist \$65/hour.
- a. We will provide written cost estimates for specific projects before proceeding to execute major ideas plans, programs or campaigns or any items listed in (b) below. We agree that no charges greater than 10% above approved project estimates will be incurred without your approval.
- b. On all artwork and mechanical items purchased by us for you on your authorization, including printing, design, layout, photography, artwork, and specialty items, you agree to pay us our cost plus a standard commission of 17.65%.
- c. You will reimburse us at cost for such outlays made by us on your behalf such as travel, mileage, telephone, copies, fax transmissions, messengers, copies, freight, postage, taxes, and similar expenditures.
- d. At our option, we may require advance payment by you for large out-of-pocket expenditures. You agree to pay same promptly upon request from us.
3. Following in-person or telephone conferences between your representative and ours in which decisions are made concerning actions or work to be performed, we will submit a conference report summarizing decisions made. Unless you object in writing or via email to the conference report within (3) three business days, that report will be considered an accurate summary of the conference.
4. The terms of this agreement shall commence on August 18, 2015 and will continue unless and until terminated by either party on not less than sixty (60) days prior written notice to the other. The rights, duties, and responsibilities of the parties hereto shall continue in full force until the expiration of the term.
5. Upon the expiration of this agreement, no rights or liabilities shall arise out of this relationship, except that any non-cancelable contract made on your authorization and still existing at the expiration of the term shall be carried to completion by us and paid for you by you in accordance with the provisions herein, unless otherwise mutually agreed in writing.

6. The following billing and due dates shall be in effect unless otherwise specified and agreed upon between us:
 - a. The monthly fee will be due and payable within 30 days from date of receipt of invoice.
 - b. Travel costs, messenger, postage, and other similar expenditures (see item 2c above) will be invoiced as incurred.
 - c. All invoices are payable within 10 days of receipt of invoice. Payment for production invoices is due 10 days from receipt of invoice. On invoices for which payment is not received within 30 days, you agree to pay us simple interest computed at the prime rate +1.5% per annum on the amount outstanding after 30 days of the invoice date until such payment is received.
 - d. In the event that you question the validity of a charge by us, payment for only that portion under question maybe delayed without penalty, provided you express your objection in writing within fifteen (15) days of the date of the invoice.
7. It is acknowledged that we cannot undertake to verify facts, information or materials supplied to us by you or factual matters included in material prepared by us and approved by you. Accordingly, you agree to indemnify and hold us harmless from and against any and all losses, claims, damages, obligations, expenses (including reasonable attorneys' fees and disbursements) or liabilities which we may incur (i) as a result of any materials, releases, reports or information supplied by us and approved by you prior to its dissemination; (ii) resulting from disputes between us and third parties related to and or within the scope of this agreement; and (iii) arising out of the nature or use of your products or services. This provision shall survive the expiration or earlier termination of this agreement. You agree that under no circumstances shall we be liable to you and/or any third parties for special, consequential, incidental or punitive damages arising from claims regarding our services under the terms of this Agreement.

We covenant and agree that we:

1. Shall keep confidential any and all information concerning your business and operation that becomes known to us by reason of the performance of our services as your public relations counsel and that you advise us in writing that you consider to be confidential in nature.
2. Shall not disclose any such confidential information to any person outside our employ unless to do so is required in connection with the full performance of our services, and, in such event, we agree to utilize our best efforts to obtain from any such suppliers a similar agreement to maintain such information as confidential.
3. Shall obtain from our strategic partners, who in the performance of services on your behalf may become privy to any such confidential information, a similar covenant and agreement to keep confidential all such information.
4. Shall follow the Code of Professional Standards for the practice of ethical public relations as adopted by the Public Relations Society of America.

If this meets with your approval, kindly indicate your consent by signing where indicated below and returning a copy. We look forward to working with you!

Warm regards,
Idea Emporium

By _____
Jill Wagner, Principal

August 18, 2015

Accepted and Approved:

By _____
Dr. Daniel Moirao

Date



Project Proposal

Prepared for

**South Monterey County
Joint Union High School District**

"You can't use up creativity. The more you use, the more you have." Maya Angelou

South Monterey County Joint Union High School District

For more than 100 years, the South Monterey County Joint Union High School District (SMCJUHS) has provided high quality, rigorous educational opportunities for students in the Greenfield and King City region. With a mission to inspire and empower all students with the knowledge and skills necessary to achieve their full potential as responsible productive citizens, the District has set a course for success.

Notable progress has been achieved in the District as it continues to be operated by a State administrator. However, side issues threaten to take attention away from, and possibly derail, the very real progress that has been achieved to provide a stable, excellent education for students.

Regular ongoing communications that provide accurate information as well as a showcase for continued success is needed to ensure continued progress in engaging staff, students, parents and community. Bring on the pride!

Guiding principles

- Effective public engagement is essential to creating an environment in which students, staff, families and community members participate and contribute.
- Communication is a primary function of leadership and responsibility of all employees.
- Well-informed employees and citizens are effective ambassadors for developing broad community support.
- Open, two-way communication is critical to maintaining our public relationships.
- Accurate, understandable, and timely communication is essential to the decision-making processes of the school system.
- Using a variety of sources and strategies enhances the school system's ability to communicate effectively and thoroughly.
- Public relations and communications strategies must be explicitly linked to the mission and goals of the school system.

Public Relations Goals

The District has navigated through financial ruin to become a stable, positive and enduring symbol, offering limitless potential for its students. Attention has been turned toward the successes the District has achieved and regular, ongoing communications with all stakeholders is a necessary element for continued success.

Primary public relations goals for SMCJUHSD are:

- Communicate and showcase District, student and staff success among stakeholders in the District
- Clearly define the brand and delineate that brand in the region, with both internal and external audiences
- Bolster the reputation of the District by communicating clearly, accurately and regularly
- Provide an exemplary, proactive communications program that enables internal audiences to be effective ambassadors and that engages external audiences (community members) to support and make positive contributions to the District
- Develop strategies that showcase the District tagline: "Bring on the Pride!"

Scope of Project Work

Phase I (1-2 weeks)

Create an outline, timeline and project public relations plan

Develop and implement creative concepts for marketing to identified target audiences

Review all current public relations and marketing efforts and tools for impact

Phase II (ongoing)

Identify and implement preferred tactics per the public relations plan

Write, edit, design and update materials to support the public relations plan

Create and deliver messages to targeted audiences via preferred media

Each of the above activities would be performed collaboratively in consultation with District leadership

Also

Provide monthly reports on progress

Budget and Fees

In consideration of the recommendations and suggested programs, Idea Emporium will charge a monthly fee that includes all items listed in the "Scope of Project Work" as outlined previously. Our rates and fees are competitive based on our expertise and reputation, with years of success.

Monthly fee: \$2,000

This fee covers 20 hours of work/month on this project. Should the project require more hours due to the mutual desire to expand or extend the work of the marketing plan or due to adjustments to the project plan, timeline or inordinate changes to the project itself by the client, an hourly fee of \$100 will be charged unless a new project fee is mutually agreed upon. No extension beyond the project fee will progress without advance written permission by the Superintendent or designee(s).

If this is acceptable, an agreement will be forwarded for your consideration. We are happy to discuss this proposal, answer any questions you may have and make adjustments to the proposal.

Our Manifesto

We believe

- In delivering creative, thoughtful, collaborative expertise that helps you meet your goals
- In being impeccable with our word and with yours
- We can grow your business or organization
- Our role is that of trusted advisers, master strategists, problem solvers, marketing gurus, social media experts, and people you would want to actually hang out with
- That laughter, fun and warmth are essential to relationships
- We can always learn from one another
- In treats, happy surprises and being on a quest to delight
- In being honest but never unkind
- In earning trust

Contact:

Jill Wagner, APR

jill@idea-emporium.com

559.213.7993



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

SUBJECT: Approval of Board Policies – Second Reading

MEETING: September 16, 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 approval:

- 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:

It is recommended that the State Administrator approve the attached policies, administrative regulations, exhibits and board bylaws as revised by the South Monterey County Joint Union High School District Board of Education.

Fiscal Impact:

No fiscal impact

Submitted By:



Daniel R. Moirao, Ed. D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

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)

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)

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)
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)

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

E 0420.41 (f)

Exhibit: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: September 16, 2015

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.

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)

Public Review and Input

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
BP 0460 (d)

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

BP 0460 (e)

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

Adopted: September 16, 2015

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

Adopted: September 16, 2015

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.

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

Adopted: September 16, 2015

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)

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.

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

Damage and Liability

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

Adopted: September 16, 2015

King City, California

Business and Noninstructional Operations

CONTRACTS

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)

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)

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

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)

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)

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

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

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)

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

Policy

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: September 16, 2015

King City, California

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 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

Adopted: September 16, 2015

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)

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

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

7287.6 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

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

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

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

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

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

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

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

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

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

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

Notice of Non-Discrimination, August 2010

WEB SITES

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

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

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

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

(11/03 3/10) 3/12

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: September 16, 2015

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)

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 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

Adopted: September 16, 2015

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 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

Adopted: September 16, 2015

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 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 300.322)

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

Adopted: September 16, 2015

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 Governor, 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)

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 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>

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

Adopted: September 16, 2015

King City, California